

6/14/78

VOL 1987 PAGE 606

Section 4.03. Maintenance of Utilities. Each party shall, at its sole cost and expense, maintain and repair or upon reasonable notice, permit the maintenance and repair of any utility line traversing its Site in accordance with the terms of the Easement Agreement.

Section 4.04. Environmental Requirements and Lighting. During any period when (i) any two Department Stores or (ii) occupants of seventy-five percent (75%) or more of the Floor Area of the store buildings located on the Developer Site are open for business, (A) the Developer shall during such period, and for not less than one-half (1/2) hour after such business hours, provide and maintain heat, ventilation and air conditioning for the Mall capable of adequately ventilating the Mall and maintaining reasonable temperatures therein consistent with the design criteria set forth in Section 1.03(u) hereof and (B) the Developer and the Department Stores shall keep the Common Facilities on their respective Sites lighted in accordance with the standards set forth in Section 1.03(z) hereof; provided, however, that in no event shall the regular parking lot lights, other than security lights, be required to be illuminated after midnight. The Department Stores and the Developer shall not, in operating any of its respective air conditioning, heating and ventilating equipment, drain heat, ventilation or air conditioning from the Mall or the Facilities of the Department Stores, as the case may be.

Section 4.05. Interruption of Heating, Air Conditioning and Lighting. Notwithstanding anything contained herein, in the General Expense Agreements or in the Supplemental Operating Agreements between the Developer and each of the Department Stores to the contrary, all obligations of the Developer to provide heating, air conditioning, ventilation and lighting to all or any portion of the Entire Premises shall be subject to the right of the

4328 RV-2