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for parking purposes only and for no other purpose or use whatsoever. DEVELOPER agrees to designate a section of the parking area on DEVELOPER TRACT located not closer than 250 feet to any building for the use of employees of stores and other establishments situated within ENTIRE PREMISES. DEVELOPER agrees that each lease or agreement under which space in DEVELOPER TRACT is rented to or occupied by an operator of a store or other establishment will require such operator to exert every reasonable effort to cause its employees to use for parking purposes only the area so designated. MERCANTILE agrees to exert every reasonable effort to cause its employees to use only parking areas designated for such purposes. The parking areas shall be restriped by DEVELOPER every three years and completely resurfaced by DEVELOPER when required, provided that if DEVELOPER and MERCANTILE disagree on whether resurfacing is required they shall jointly select and jointly pay an independent engineer who shall determine whether resurfacing is required. DEVELOPER shall repair all holes or breaks in the paving of the parking areas or drives within ENTIRE PREMISES with 10 days after the same appear.

12.7 ADDITIONAL LAND. In the event that DEVELOPER requires any additional land adjacent to ENTIRE PREMISES, DEVELOPER covenants that any building or improvement on such land shall be supported by 5.0 parking spaces for each 1,000 square feet of building area, and that all of said parking spaces shall be located on such land so acquired.

12.8 COMMON AREA CHARGE. Provided that each other tenant or occupant of ENTIRE PREMISES is obligated to and paying at least a like charge on at least a like basis, and provided that DEVELOPER is not then in default under this ARTICLE, MERCANTILE agrees, commencing on the date on which MERCANTILE BUILDING is opened for business with the general public, to pay a portion of the operating and maintenance cost of the COMMON AREAS, computed as hereinafter set forth. MERCANTILE'S share of the operating and maintenance cost of the COMMON AREAS shall be 20 cents per square foot of GLA of the MERCANTILE TRACT or 1/3 of 1% of MERCANTILE'S net retail sales from the MERCANTILE BUILDING per year, whichever is greater, and shall be paid to DEVELOPER at its address first set forth in this AGREEMENT in monthly installments on the first day of each month in advance

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