

plot plan, DEVELOPER shall not erect or permit to be erected any signs or signboards in any part of the COMMON AREA. DEVELOPER shall at its sole cost and expense construct, erect, operate and maintain the dominant shopping center pylon and reader board which shall feature the name of the shopping center, MERCANTILE'S name, and the name of the theater, if any. The size, shape and quality of such pylon and reader board shall be approved by MERCANTILE. DEVELOPER shall establish and enforce sign criteria for all signs facing on the enclosed mall which shall, among other requirements, prohibit flashing and exposed lighting signs, prohibit signs in excess of 36" high, and limit the length position of each sign so that the same does not extend within one foot of either end of the store front on which it is erected.

14.2 CURING OF DEFAULT. If MERCANTILE shall default in the performance of any covenant contained herein, DEVELOPER may, after giving the defaulting party ten days prior notice specifying the event of default, cure the same and charge the cost of curing to MERCANTILE. If DEVELOPER shall default in the performance of any covenant contained herein, MERCANTILE may, after giving DEVELOPER ten days prior notice specifying the event of default, cure the same and deduct the cost thereof from any sums payable hereunder and/or charge the cost of curing to DEVELOPER. Nothing herein contained shall prevent either party from proceeding to collect any amounts expended by it in curing the other parties defaults by any other means available to it and without waiting for offsets to occur.

14.3 EXHIBITS. All exhibits to this AGREEMENT are, by this reference, made a part of this AGREEMENT to the same extent as the same would be if written directly within the body of this AGREEMENT.

14.4 RIGHTS CUMULATIVE. All rights, powers and privileges conferred hereunder shall be cumulative and not restricted to those given by law.

14.5 SOLE AGREEMENT. It is understood and agreed by THE PARTIES that this AGREEMENT shall constitute the sole agreement between THE PARTIES with respect to ENTIRE PREMISES and all prior negotiations are merged herein. This AGREEMENT may not be amended except by writing executed with the formalities required at the execution of this AGREEMENT.

B
1
8
0

4328 RV.2