

Section 2.10. Off-Site Improvements. The cost of the Off-Site Improvements shall be borne and paid by the Developer and Penney in the manner set forth in the General Expense Agreement between said parties. The Developer shall cause the Project Engineer to periodically inspect the construction of the Off-Site Improvements. The Developer shall substantially complete or cause to complete the construction of the improvements contemplated under (x) Section 1.03(v)(i), (ii), (iv) and (vi) of the Operating Agreement on or before November 20, 1979, (y) Section 1.03(v)(iii) of the Operating Agreement on or before July 20, 1979 and (z) Section 1.03(v)(v) of the Operating Agreement on or before March 20, 1980.

Section 2.11. On-Site Improvements. Promptly following the approval by Penney and each of the other Department Stores of the Final Drawings for the On-Site Improvements, the Developer shall deliver to Penney and to each of the other Department Stores, a copy of an executed contract between the Developer and the party which shall install the On-Site Improvements. The contract for the installation of the On-Site Improvements shall be with a reputable contractor. The cost of the On-Site Improvements shall be borne by and paid for by the Developer and Penney in the manner set forth in the General Expense Agreement between said parties. The Developer shall cause the Project Engineer to periodically inspect the construction of the On-Site Improvements. The Developer shall substantially complete the installation of the improvements contemplated under Section 1.03(w)(i) of the Operating Agreement on or before December 20, 1978 (it being understood and agreed that certain portions of said improvements, e.g., shallow burial electric and telephone lines, laterals, manholes, hydrants, primary electrical switching stations etc., may not be completed until November 20, 1979) and shall cause all such