

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 Section 1.03(v)(i) through (iv) and (vi) of the Operating Agreement on or before September 20, 1979, and to use its best efforts to substantially complete the construction of the improvements contemplated under Section 1.03(v)(v) of the Operating Agreement on or before thirty (30) days prior to the opening for business of the Developer Facilities.

Section 2.11. On-Site Improvements. Promptly following the approval by Federated and each of the other Department Stores of the Final Drawings for the On-Site Improvements, the Developer shall deliver to Federated 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 contractor taken from a bid list prepared by the Developer and submitted to Federated for approval which approval shall not be unreasonably withheld or delayed and shall contain completion dates consistent with the completion dates for the installation of those On-Site Improvements hereinafter set forth. The cost of the On-Site Improvements shall be borne by and paid for by the Developer and Federated 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 November 20, 1978 and, with respect to the installation of the improvements contemplated under Section 1.03(w)(ii) of the Operating Agreement, on or before the earlier of (i) sixty