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(a) Subject to Unavoidable Delays, all construction shall be diligently prosecuted to completion in accordance with the Design Plan approved pursuant to the terms of the Supplemental Operating Agreements between the Developer and each of the Department Stores and in accordance with any other applicable provisions of this Agreement and the Supplemental Operating Agreements between the Developer and each of the Department Stores;

(b) All construction shall be done in a good and workman-like manner, using first-class materials, in accordance with applicable laws, ordinances, public rules and regulations of all applicable governmental authorities, and the reasonable orders, rules and regulations of such party's fire insurance rating organization or any similarly constituted successor thereto;

(c) Each party hereto shall obtain, at its expense, all governmental approvals, authorizations, permits and certificates necessary for the construction and operation of its Facilities; provided, however, that the Developer, shall be responsible for obtaining or causing to be obtained such approvals, authorizations, permits and certificates for the Off-Site Improvements and On-Site Improvements;

(d) Each party hereto shall perform its construction so as not to cause any unreasonable interference, in light of good construction practices, with the use, occupancy and enjoyment of (i) any other occupant of the Floor Area occupied by any party hereto or (ii) any of the Common Facilities by any occupant thereof.

No material changes shall be made to the Design Plan nor shall there be any deviation therefrom in the construction of any of the Facilities unless such change or deviation is approved in writing, by the Developer and each of the Department Stores. The approval of the Design Plan by the Department Stores pursuant to the provisions of Article II of the Supplemental Operating Agreements between the

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