

ARTICLE IIDEVELOPMENT PHASE

Section 2.01. Fees of the Project Architect. The fees of the Project Architect which relate to its services performed with respect to the On-Site Improvements and the Off-Site Improvements, shall be borne by the Developer and Federated in the manner set forth in the General Expense Agreement between said parties.

Section 2.02. Fees of the Project Engineer. The fees of the Project Engineer which relate to its services performed with respect to the On-Site Improvements and the Off-Site Improvements shall be borne by the Developer and Federated in the manner set forth in the General Expense Agreement between said parties.

Section 2.03. Preliminary Drawings and Specifications of Developer. The Developer shall cause the Project Architect and the Project Engineer, or either of them, to promptly submit to Federated, for its approval, the Preliminary Drawings for each and every Phase of Development. The Preliminary Drawings shall be consistent with the Plot Plan, the Operating Agreement and this Agreement and approximately show, among other things, (i) the location of all buildings and improvements, (ii) the dimensions, elevations and maximum initial and future heights of all buildings and improvements, (iii) the architectural design concept, (iv) the provisions for future horizontal and vertical expansion and (v) a specification of the certain materials to be used in construction. After the submission of the Preliminary Drawings for any Phase of Development to Federated, Federated shall notify the Developer of any objection or proposed change thereto. The Developer shall then cause the Project Architect and the Project Engineer, or either of them, to meet with Federated or its designated representatives and all parties shall use their best efforts to resolve any such