

within fifteen (15) days after the date of receipt of a copy of such change order, shall constitute approval by the party failing to give such notice of objection.

Section 2.08. Standard of Reasonableness. The Developer and Federated shall not unreasonably withhold or delay any consent or approval required under Sections 2.03, 2.04, 2.05 and 2.07 hereof.

Section 2.09. Contract for Grading Work. Promptly following the approval by Federated and each of the other Department Stores of the Final Drawings for all portions of the Grading Work, other than grubbing and stripping, the Developer shall deliver to Federated a copy of the executed contract between the Developer and the party which shall perform the Grading Work. The contract for the grading 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 dates set for the delivery of the building pad located on the Federated Site and the opening of the Shopping Center. The Developer shall deliver to Federated the building pad located on the Federated Site and shall have completed the installation of the improvements contemplated under Section 1.03 (w)(iii) and (iv) of the Operating Agreement on a date which is not earlier than October 15, 1978, or later than November 20, 1978. The Developer shall cause the Project Engineer to periodically inspect the performance of the Grading Work. The cost of the Grading Work 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.

Section 2.10. Off-Site Improvements. The cost of the Off-Site Improvements shall be borne and paid by the Developer and Federated in the manner set forth in the General Expense Agreement between said parties. The Developer shall