

1.5 TITLE DEFECT. In the event that DEVELOPER shall fail to comply with any of the provisions of this ARTICLE within the time required, MERCANTILE may, at any time thereafter, without prejudice to and in addition to any other rights it may have under this AGREEMENT or at law or in equity, cancel this AGREEMENT forthwith by notice to DEVELOPER or MERCANTILE at its option, may secure either the policy or opinion required by 1.2 and DEVELOPER shall reimburse MERCANTILE for its disbursements and expenses in connection therewith, including attorney's fees. If such evidence of title, whether furnished by DEVELOPER or secured by MERCANTILE, reveals a condition of title other than as represented in this AGREEMENT which constitutes an adverse limitation or bar to MERCANTILE'S priority of encumbrance herein or use of the ENTIRE PREMISES as provided in this AGREEMENT, and such defects therein are not cured by DEVELOPER within 60 days after DEVELOPER'S receipt of written notice from MERCANTILE specifying wherein such evidence of title is defective, then MERCANTILE may, without prejudice to and in addition to any other rights it may have under this AGREEMENT or at law or in equity, cancel this AGREEMENT forthwith by notice to DEVELOPER pursuant to 14.7 of this AGREEMENT.

ARTICLE II

SITE AND PRELIMINARY PLANS

2.1 SHOPPING CENTER. DEVELOPER warrants that DEVELOPER will construct or cause to be constructed on ENTIRE PREMISES, as shown on Exhibit A, the following improvements:

- (i) a one level enclosed, all-weather mall at the precise location shown on Exhibit A, which mall shall contain not less than 50,000 square feet of floor area;
- (ii) a one-story retail store building contiguous to the mall and mall entrances at the location shown on Exhibit A, which building shall contain, in the aggregate, a gross leaseable area (GLA) of not less than 175,000 square feet;
- (iii) a one-story or two-story retail store building for Montgomery Ward and Co., Incorporated (WARD), not to exceed 45 feet in height, contiguous to the mall at the precise location shown on Exhibit A, which building shall have a GLA of not less than 110,000 square feet;

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