

2.10 EPA APPROVAL. DEVELOPER shall promptly obtain all necessary approval from the appropriate federal, state and local environmental protection agencies for construction of the SHOPPING CENTER and MERCANTILE BUILDING; on or before the date set forth in Clause I (9) of Exhibit E, DEVELOPER shall deliver to MERCANTILE satisfactory evidence that all such necessary approval has been obtained.

ARTICLE III

PLANS AND SPECIFICATIONS

3.1 DESIGN DEVELOPMENT DOCUMENTS FOR SHOPPING CENTER. Before the date set forth in Clause I (4) of Exhibit E, DEVELOPER shall deliver to MERCANTILE, design development documents for buildings described in clauses (i) and (ii) of 2.1 to be built on DEVELOPER TRACT, which documents shall provide for buildings having floor areas as specified in 2.1. The documents shall consist of drawings and other documents which fix and prescribe the exact size and character, including exterior finish materials, of each of said buildings and the improvements therein and specify the structural, mechanical, and electrical systems and materials to be used therein, and shall state in detail the design criteria and the size, make, model, capacity, number of units, location of units, and manufacturer of the heating and air conditioning equipment for the enclosed mall. The drawings shall show in elevation, floor plan, and perspective the mall area within 60 feet of MERCANTILE'S mall entrance and all proposed ceiling, floor, and wall construction at each such mall entrance. All buildings on ENTIRE PREMISES shall be structurally independent of MERCANTILE BUILDING, except that MERCANTILE will cooperate to design, install and share the cost of necessary mutual foundations to support MERCANTILE'S and DEVELOPER'S structural columns along the joint wall between the mall building and MERCANTILE BUILDING and will provide a reglet in MERCANTILE BUILDING to receive DEVELOPER'S mall roof flashing if information about the size and locate such mutual foundations and reglet is a part of the Design Development Documents furnished by DEVELOPER on the date set forth in Clause I(4) of Exhibit E. DEVELOPER hereby agrees to reimburse MERCANTILE for additional costs incurred by MERCANTILE in providing

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