

disapproved documents or drawings have not been corrected to the satisfaction of MERCANTILE, based on the aforesaid standards, then MERCANTILE may within 30 days thereafter, unless correction of the same is accomplished, terminate this AGREEMENT by written notice to DEVELOPER.

3.5 CONSTRUCTION DOCUMENTS. Upon approval of the documents required by 3.1, 3.2 and 3.3, THE PARTIES will immediately direct their respective architects to prepare Working Drawings and Specifications which shall be harmonious and consistent with documents previously submitted and approved and shall be available for inspection by the other parties and their architects at all reasonable times. It is contemplated that Working Drawings and Specifications required by each of THE PARTIES for construction will not be completed prior to commencement of construction. Accordingly it is agreed that such plans and specifications for the various phases of construction will be submitted as completed by each of THE PARTIES to the others for approval so as to enable THE PARTIES to proceed with construction as expeditiously as is possible and meet the construction dates herein set forth.

3.6 EFFECT OF APPROVAL. Each party hereto acknowledges and agrees that the other party hereto does not undertake to approve or pass upon matters of sufficiency of design or specifications for the buildings on their respective tracts and assumes no responsibility therefor. Each party's approval and acceptance of plans and specifications furnished by the other party is limited to the function of determining whether there has been compliance with the criteria and standards represented by such other party. It is understood and agreed that nothing herein contained shall constitute either party as the agent in any sense of the other party in constructing the buildings on their respective tracts and that each party shall have no control or authority over any such construction, except that of their respective buildings, or additions thereto. Neither party shall in any manner be answerable or accountable for any loss or damage arising from the negligence or the carelessness of the other party or the other party's contractors, or any of their subcontractors, employees, agents or servants by reason of construction by such other party pursuant to the terms of this

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