

construction loan in accordance with the commitment required by this 4.2 and delivers to MERCANTILE a certified copy of the mortgage document executed and delivered as to said loan.

ARTICLE V

CONSTRUCTION AND CONSTRUCTION SCHEDULE

5.1 DEVELOPER'S CONSTRUCTION SCHEDULE. DEVELOPER shall construct, install and erect all buildings required by 2.1, except for MERCANTILE BUILDING, on ENTIRE PREMISES, all site improvements in accordance with the SITE IMPROVEMENT PLAN, all grading of ENTIRE PREMISES in accordance with the grading plan, a satisfactory paved or gravel access driveway to and along the side of MERCANTILE BUILDING, and the building pad for MERCANTILE BUILDING. DEVELOPER will commence and will complete in accordance with the documents heretofore required the various components of DEVELOPER'S construction in strict compliance with the schedule set forth on Exhibit E.

If MERCANTILE, to facilitate the construction of the MERCANTILE BUILDING in an orderly and economic manner, requires any item (or any component thereof) of DEVELOPER'S construction to be commenced or completed prior to the date therefor set forth in Exhibit E, DEVELOPER will, upon written request from MERCANTILE, use DEVELOPER'S best efforts to cause such item or component to be commenced or completed to accommodate MERCANTILE.

5.2 MERCANTILE'S CONSTRUCTION. Provided that DEVELOPER has then complied with 4.1 and 4.2 and has then completed the grading of all building areas and staging areas on ENTIRE PREMISES, the preparation of the MERCANTILE building pad, the installation of the MERCANTILE access drive, the installation of the MERCANTILE temporary utilities, and has then commenced and is then diligently working on the site improvements and the remainder of the grading, and the construction of the buildings, MERCANTILE will commence construction of MERCANTILE BUILDING before October 1, 1977 and will complete the same in order to open MERCANTILE BUILDING in accordance with 5.4.

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