

FEDERATED
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necessary sums to erect a separate reserved gate on its Site through which its employees shall enter and, if necessary, to erect a separate reserved gate on any other Site for use by the employees of any other party hereto or of any of the other Department Stores as access to the working area of such Site.

Section 2.15. Unavoidable Delays. The time within which any party hereto shall be required to perform any act under this Agreement, other than the payment of money, shall be extended by a period of time equal to the number of days during which performance of such act is delayed by Unavoidable Delays. In the event that any party hereto shall be subject to an Unavoidable Delay for a period in excess of ten (10) calendar days, such party shall give notice thereof to the other party and therein estimate, to the extent possible, the period it expects the Unavoidable Delay to continue.

Section 2.16. Construction Requirements and Standards. All construction to be performed by any party under this Agreement, including, but not limited to, the initial construction of the Developer Facilities and the Federated Facilities, shall be performed in accordance with the requirements and standards set forth in Section 2.03 of the Operating Agreement.

Section 2.17. Termination of Development Phase. Except to the extent that the certificate contemplated under Section 10.11 hereof excludes itemized obligations of the Developer or Federated, as the case may be, under Sections 2.01 through 2.14 hereof, the terms and provisions of Section 2.01 through 2.14 of this Agreement shall not continue and the obligations thereunder shall terminate and not be binding upon the Developer or Federated, as the case may be, from and after the date that the certificate contemplated under Section 10.11 hereof is delivered to Federated