

limited to a best efforts undertaking to coordinate its respective work with the other party's work, with the work of the other Department Stores and with the work of the other tenants in the Shopping Center so as not to interfere with or delay the construction, completion and opening of the Shopping Center; and, provided further, that, in the event of a labor dispute, the party involved in such dispute shall exert all reasonable efforts and expend all 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.

Section 2.16. Termination of Development Phase. Except to the extent that the certificate contemplated under Section 9.11 hereof excludes itemized obligations of the Developer or Sears as the case may be, 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 and Sears, as the case may be, after Sears and the Developer have each opened their Facilities for business with the public.

ARTICLE III

EASEMENTS AND LICENSES

Section 3.01. Attachment of the Mall to the Sears Building. Where the Plot Plan and Design Plan show the Mall and the store buildings on either side thereof abutting one