

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 2.14. 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 2.15. Termination of Development Phase. Except to the extent that the certificate contemplated under Section 10.11 hereof excludes itemized obligations of the Developer or Belk, as the case may be, the terms and provisions of Section 2.01 through 2.13 of this Agreement shall not continue and the obligations thereunder shall terminate and not be binding upon the Developer and Belk, as the case may be, after Belk 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 Belk Building. Where the Plot Plan and Design Plan show the Mall and the store buildings on either side thereof abutting one side of the Belk Building, Belk agrees that the Developer shall have the right to attach the Mall and the store buildings to the Belk Building without any obligation by the Developer to pay Belk any amount or sum for such right. Belk agrees it will provide, at its cost, reglets or similar devices in the exterior walls of the Belk Building to receive the flashing on the Mall and the store buildings on either