

any other cause beyond the reasonable control of any party hereto, excluding, however, the inability or failure of any party hereto to obtain financing which may be necessary to carry out its obligations under this Agreement or under the Supplemental Operating Agreements between the Developer and each of the Department Stores.

Section 1.04. Floor Area Certificate. Within thirty (30) days after request therefor, the Developer and the Department Stores shall deliver each to the other a certificate executed by an architect registered in South Carolina that is not an employee of such Department Store which certifies the Floor Area contained within each building located on the respective Site of each such party which certificate shall be amended from time to time by supplemental certificates to reflect changes in the Floor Area.

Section 1.05. Shopping Center Opening Date. Subject to Unavoidable Delays and the provisions of the Supplemental Operating Agreements between the Developer and each of the Department Stores, the Developer and each of the Department Stores shall use their best efforts and proceed with due diligence to open their respective Facilities for business with the public by the following dates: ~~March 5,~~ ^{February 20,} 1980 as to the Developer, Federated and Sears and April 30, 1980 as to Penney; provided, however, that notwithstanding the foregoing but subject to Unavoidable Delays and the provisions of the Supplemental Operating Agreements between the Developer and each of the Department Stores, (i) Penney shall open its Facilities for business with the public not later than August 6, 1980 (ii) Sears shall open its Facilities for business with the public not later than March 12, 1980 and (iii) Federated ^{and the Developer} shall open ~~its~~ ^{their respective} Facilities for business with the public not later than March ~~12,~~ ^{5,} 1980. The Department Stores agree to cooperate with the Developer to have a joint opening of the Shopping Center; provided, however, that any