

Section 2.14. Coordination of Efforts. The Developer and Penney shall use their best efforts to cause all contractors and subcontractors of the Developer, Penney and the other Department Stores to work in harmony with each other in order to facilitate the expeditious performance of all work consistent with good construction practices and avoid labor disputes and delays in the construction, completion and opening of the Shopping Center; provided, however, that the responsibility of the Developer and Penney imposed hereunder shall, except as otherwise provided hereinafter, be 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 10.11 hereof excludes itemized obligations of the Developer or Penney, as the case may be, the terms and