

5.4 PLANNED OPENING DATE. Provided that the construction required hereunder is then complete, and WARD and tenants occupying 60% of the GLA of all other buildings on ENTIRE PREMISES have opened for business or simultaneously will open for business, MERCANTILE will open the MERCANTILE BUILDING for retail business on or before August 3, 1978. In no event, including delay in MERCANTILE'S construction, shall MERCANTILE be required to open MERCANTILE BUILDING during the period between November 1 of any year and January 31 of the succeeding year, during the period beginning 30 days immediately prior to Easter Sunday, to July 1. MERCANTILE may, at MERCANTILE'S option, open MERCANTILE BUILDING for retail business at any time prior to the planned opening date but MERCANTILE shall refrain from any interference thereby with DEVELOPER'S construction work or compliance with Exhibit E completion dates.

5.5 FORCE MAJEURE. In the event that performance as required by 5.1, 5.2, 5.3 or 5.4 or any completion date described in Exhibit E is delayed by reason of strike, fire, governmental order, unavailability of materials if ordered in time, the act or omission of the other party herein, or other causes beyond the control of the party so delayed, the party so delayed shall be entitled to an extension of time for a period equal to the time between the date that such party notifies the other that it claims an extension of time and the date that the event causing such delay is terminated. A party who intends to claim an extension of time hereunder, must, within 15 days of the date of its knowledge that an event giving rise to an extension hereunder has occurred, give to the other written notice that it intends to claim an extension of time.

5.6 QUALITY OF CONSTRUCTION. All construction on the ENTIRE PREMISES shall be completed in accordance with the Plans and Specifications therefor approved by THE PARTIES as herein provided, as the same may be revised or modified with consent, in a good workmanlike manner and in conformity with good construction and engineering practices and in compliance with all applicable building codes, ordinances, permits and other governmental authorization. Each party shall from time to time at the request of the other furnish to the other a certificate of the architect or general contractor in charge of construction as to the

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