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which claim the benefit of the foregoing indemnity or that of its employees, agents or contractors.

Sears agrees to protect, defend, indemnify and save harmless the Developer and each of the other Department Stores from and against all claims, actions, damages, liability and expense, including legal fees, in connection with bodily injury, death or property damage arising out of (i) any occurrence on any part of the Sears Site and (ii) any occurrence on any part of the Entire Premises which is occasioned wholly or in part by any act or omission of Sears or its employees, agents or contractors, unless, in either case, said claims, actions, damages, liability and expense are attributable to the act or omission of the Developer, the other Department Stores, or any of them, or that of their employees, agents or contractors.

Section 6.04. Certificates of Insurance. Each party shall deliver to the other or its mortgagee, upon request, certificates of the insurance required to be maintained under this Article VI and, from time to time, evidence of the renewal of such insurance. Each certificate of insurance shall stipulate thereon that the insurance evidenced thereby shall not be materially reduced or cancelled unless ten (10) days prior written notice shall have been given by the insurer to the insured party thereunder, the other parties to this Agreement and their respective mortgagees, if requested thereby.

Section 6.05. Waiver of Subrogation. Neither the Developer, Penney, Federated or the Fourth Department Store shall be liable to each other or to any insurance company insuring the above identified parties for any loss or damage to any building or other structure which was or could have been covered by such insurance even though such loss or damage might have been occasioned by the negligence of any one or more of the above identified parties or by their

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