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claims, actions, damages, liability and expense in connection with (i) bodily injury, death or property damage arising out of any occurrence on any part of the Entire Premises subsequent to the closing and (ii) any act or omission arising out of or in connection with the ownership, development, leasing and operation of the Shopping Center subsequent to the closing contemplated hereunder.

Section 9.06. Divestiture. In the event of a transfer by operation of law or otherwise of the Rich's Division of Federated or the store located on the Federated Site pursuant to any decree, order, settlement or other agreement with any governmental authority, agency, or organization including without limitation the Federal Trade Commission, resulting in the divestiture of the Rich's Division of Federated, Federated shall be released thereupon from all further obligations under this Agreement and under the Supplemental Operating Agreement and the General Expense Agreement between the Developer and Federated without further action on its part, provided the transferee assumes all obligations thereunder and under this Agreement.

ARTICLE X

MISCELLANEOUS

Section 10.01. Binding Effect. All of the covenants, agreements, conditions and restrictions set forth in this Agreement are intended to be and shall be binding upon and inure to the benefit of and enforceable by the parties hereto and all subsequent owners (whether of fee title, leasehold, or both) of their respective Sites or any parts thereof during the term of this Agreement.

Section 10.02. Liability of Penney Properties and Penney Company. The liability of Penney Properties and Penney Company under this Agreement shall be joint and several and all obligations of Penney Properties hereunder

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