

provisions of Section 2.01 through 2.14 of this Agreement shall not continue and the obligations thereunder shall terminate and not be binding upon the Developer and Penney, as the case may be, after Penney and the Developer have each opened their Facilities for business with the public.

ARTICLE III

EASEMENTS AND LICENSES

Section 3.01. Attachment of the Mall to the Penney Building. Where the Plot Plan and Design Plan show the Mall and the store buildings on either side thereof abutting one side of the Penney Building, Penney agrees that the Developer shall have the right to attach the Mall and the store buildings to the Penney Building without any obligation by the Developer to pay Penney any amount or sum for such right. Penney agrees it will provide, at its cost, reglets or similar devices in the exterior walls of the Penney Building to receive the flashing on the Mall and the store buildings on either side thereof. Otherwise Penney shall have no obligation to the Developer to contribute to the payment of the cost of attaching the Mall and the store buildings to the Penney Building. The flashing on the Mall and said store buildings shall be installed by the Developer; provided, however, that the installation thereof shall not be made until detailed plans therefor shall have been submitted to and approved by Penney. The Developer shall repair, at its sole cost and expense, any damage to the Penney Facilities caused by the Developer in attaching the Mall and the store buildings to the Penney Building, and the Developer shall indemnify and hold Penney harmless from any and all claims, liability, cost and expense, whether in connection with personal injury, property damage or otherwise, which results or arises out of attaching the Mall and the store buildings to the Penney Building. Notwithstanding