

party wall and shall terminate upon the demolition of the Mall and the store buildings on either side thereof but shall not be affected by a termination of this Agreement.

Section 3.02. Attachment of the Sears Building to the Mall and Store Buildings. Where the Plot Plan and Design Plan show the Sears Building abutting one side of the Mall and the store buildings on either side thereof, the Developer agrees that Sears shall have the right to attach the Sears Building to the Mall and the store buildings without any obligation by Sears to pay the Developer any amount or sum for such right. The Developer agrees it will provide, at its cost, reglets or similar devices in the exterior walls of the Mall and the store buildings on either side thereof to receive the flashing on the Sears Building. Otherwise, the Developer shall have no obligation to Sears to contribute to the payment of the cost of attaching the Sears Building to the Mall and the store buildings. The flashing on the Sears Building shall be installed by Sears; provided, however, that the installation thereof shall not be made until detailed plans therefor shall have been submitted to and approved by the Developer. Sears shall repair, at its sole cost and expense, any damage to the Developer Facilities caused by Sears in attaching the Sears Building to the Mall and the store buildings and Sears shall indemnify and hold the Developer 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 Sears Building to the Mall and the store buildings. Notwithstanding the foregoing, Sears shall not, without the prior approval of the Developer, utilize any portion of the Mall and the store buildings on either side thereof for any load bearing function. In the event the Developer approves a load bearing function, Sears shall reimburse the Developer for any additional expense