

side thereof. Otherwise Belk 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 Belk 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 Belk. The Developer shall repair, at its sole cost and expense, any damage to the Belk Facilities caused by the Developer in attaching the Mall and the store buildings to the Belk Building, and the Developer shall indemnify and hold Belk 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 Belk Building. Notwithstanding the foregoing, the Developer shall not, without the prior approval of Belk, utilize any portion of the Belk Building for any load bearing function. In the event Belk approves a load bearing function, the Developer shall reimburse Belk for any additional expense incurred by Belk by reason thereof. In the event the roof of the Mall shall be designed to be supported by independent columns rather than the adjacent wall of the Belk Building, the location of such columns shall, to the extent they are adjacent to the wall of the Belk Building, be subject to the prior approval of Belk. The foregoing easements are not intended to create a common 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 Belk Building to the Mall and Store Buildings. Where the Plot Plan and