

11-1-83

Design Plan show the Belk Building abutting one side of the Mall and the store buildings on either side thereof, the Developer agrees that Belk shall have the right to attach the Belk Building to the Mall and the store buildings without any obligation by Belk 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 Belk Building. Otherwise, the Developer shall have no obligation to Belk to contribute to the payment of the cost of attaching the Belk Building to the Mall and the store buildings. The flashing on the Belk Building shall be installed by Belk; provided, however, that the installation thereof shall not be made until detailed plans therefor shall have been submitted to and approved by the Developer. Belk shall repair, at its sole cost and expense, any damage to the Developer Facilities caused by Belk in attaching the Belk Building to the Mall and the store buildings and Belk 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 Belk Building to the Mall and the store buildings. Notwithstanding the foregoing, Belk 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, Belk shall reimburse the Developer for any additional expense incurred by the Developer by reason thereof. In the event the roof of the Belk Building shall be designed to be supported by independent columns rather than the adjacent wall of the Mall and the store

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