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Agreement or the Facilities identified under Section 1.03(f) hereof are not rebuilt, the Developer shall clear the ruins and leave its Site in a clean, orderly and sightly condition.

ARTICLE VI

INSURANCE

Section 6.01. Fire and Extended Coverage Insurance.

From and after the commencement of any construction on its Site and thereafter throughout the term of this Agreement, each party shall keep the buildings and other structures on its Site insured against loss or damage by fire and other perils in the manner and during the periods set forth in the Supplemental Operating Agreements between the Developer and each of the Department Stores.

Section 6.02. Public Liability Insurance. From and after the acquisition of its Site, whether in fee, leasehold or both, and thereafter throughout the term of this Agreement, the Developer and the Department Stores shall each maintain a policy of comprehensive public liability insurance against claims on account of personal injury and property damage incurred on its Site which insurance shall (i) be written with limits of not less than \$3,000,000 with respect to property damage or personal injury to or death of any number of persons arising out of any one occurrence and (ii) provide contractual liability insurance coverage by endorsement or otherwise to cover its liability to the other parties under Section 6.03 hereof in the same limits as hereinabove specified.

Section 6.03. Indemnification. The Developer agrees to protect, defend, indemnify and save harmless the Department Stores and each of them, from and against all claims, actions, damages, liability and expense, including legal fees, in connection with bodily injury, death or property damage arising out of (i) any occurrence on any part of the