

side of the Sears Building, Sears agrees that the Developer shall have the right to attach the Mall and the store buildings to the Sears Building without any obligation by the Developer to pay Sears any amount or sum for such right. Sears agrees it will provide, at its cost, reglets or similar devices in the exterior walls of the Sears Building to receive the flashing on the Mall and the store buildings on either side thereof. Otherwise Sears 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 Sears 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 Sears. The Developer shall repair, at its sole cost and expense, any damage to the Sears Facilities caused by the Developer in attaching the Mall and the store buildings to the Sears Building and the Developer shall indemnify and hold Sears 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 Sears Building. Notwithstanding the foregoing, the Developer shall not, without the prior approval of Sears, utilize any portion of the Sears Building for any load bearing function. In the event Sears approves a load bearing function, the Developer shall reimburse Sears for any additional expense incurred by Sears 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 Sears Building, the location of such columns shall, to the extent they are adjacent to the wall of the Sears Building, be subject to the prior approval of Sears. The foregoing easements are not intended to create a common