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the recording of this Agreement, (ii) the leases and occupancy agreements referred to in Section 9.05(b) hereof which leases and occupancy agreements the purchasing Department Stores shall assume and agree to perform, (iii) utility easements and other easements granted by the Developer and dedications for roadways, (iv) the obligations of the Developer under this Agreement, the Supplemental Operating Agreements and the General Expense Agreements between the Developer and the Department Stores, (v) unfiled mechanic's liens, (vi) the lien of any mortgage or deed of trust made by the Developer in connection with the development of the Developer Site which mortgages and deeds of trust the purchasing Department Stores, together with the indebtedness secured thereby, will assume, (vii) any matters which would be shown by an inspection or survey of the Developer Site, (viii) applicable zoning ordinances, (ix) real estate taxes and assessments, both general and special, not yet due and payable, (x) the ground leases with New South Development Co. dated September 14, 1976, and with Haywood Properties dated June 1, 1977, and (xi) the Deed of Declaration. The Developer agrees to use best efforts to obtain estoppel certificates from the lessors under the leases identified under item (x) next above and the lessees under the leases identified under Section 9.05(b) hereof and deliver the same to the purchasing Department Stores at the closing. In addition, the Developer shall assign the purchasing Department Stores all contracts and agreements of the character described in Section 9.05(b), (c) and (d) hereof to the extent assignable, and the purchasing Department Stores shall assume the performance of all of the obligations of the Developer under such contracts and agreements. At the closing of the title to the Developer Site, the purchasing Department Stores shall jointly and severally indemnify and hold the Developer harmless from and against any and all

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