

(ii) the eighteenth (18th) line thereof, after the word "Penney," the words "or Belk."

(b) By adding as an additional paragraph thereto the following: "Simultaneously with the execution hereof, the Developer has executed a General Expense Agreement and a Supplemental Operating Agreement with Belk and has delivered (i) to each of the other Department Stores, true and correct executed copies of the Supplemental Operating Agreement executed by the Developer and Belk and (ii) to Belk, true and correct copies of the Supplemental Operating Agreements between the Developer and each of the other Department Stores. The terms, definitions and provisions of the Supplemental Operating Agreement between the Developer and Federated and the Supplemental Operating Agreement between the Developer and Penney shall inure to the benefit of and be enforceable by Belk. The terms, definitions and provisions of the Supplemental Operating Agreement between the Developer and Belk are by this reference incorporated herein and made a part hereof and shall inure to the benefit of and be enforceable by Federated and by Penney; provided, however, that notwithstanding anything contained herein or at law to the contrary, the terms, definitions and provisions of the Supplemental Operating Agreement between the Developer and Belk shall not inure to the benefit of or be enforceable by Sears."

3. Section 1.03 of the Operating Agreement. Section 1.03 is hereby amended as follows:

(a) By deleting paragraph (c) thereof in its entirety and inserting, in lieu thereof, the following: "(c) "Easement Agreement" shall mean that certain Easement Agreement dated June 26, 1978 and recorded in the Office of the Register of Mesne Conveyances, Greenville County, South Carolina in Deed Book 1087, Page 690, as amended by the First Amendment to Easement Agreement dated August 30, 1978