

the Developer has executed the General Expense Agreement with Belk.

Section 1.03. Operating Agreement. Simultaneous with or prior to the execution of this Agreement, the Developer, Penney, Federated, Sears and Belk have executed the Second Amendment to the Operating Agreement. The terms, definitions and provisions of the Operating Agreement are hereby expressly incorporated herein and by this reference made a part hereof. In the event of any conflict between the provisions hereof and the provisions of the Operating Agreement, the provisions of the Operating Agreement shall control.

Section 1.04. Defined Terms. Unless otherwise defined herein or unless the context of the use of the term otherwise requires, any term used herein, the initial letters of which are capitalized, shall have the same meaning attributed thereto as in the Operating Agreement.

Section 1.05. Modification of Supplemental Operating Agreements. The Developer agrees that it shall not modify or amend the Supplemental Operating Agreement with any Department Store without the consent of the other Department Stores. It is understood and agreed that (i) any amendment or modification made to any Supplemental Operating Agreement by reason of the order or decree of any court of governmental or quasi-governmental agency or (ii) any failure or omission of the Developer to insist upon the strict performance by any Department Store of any term, condition or covenant on the part of such Department Store to be performed pursuant to the terms of its Supplemental Operating Agreement whether through the exercise by the Developer of any option, right, power or remedy with respect thereto or otherwise shall not now or hereafter be deemed or construed as a modification or amendment to any Supplemental Operating Agreement. In the event Belk shall be in default of its operating covenant as set forth in Section 6.01 of this