

WHEREAS, Belk has acquired from the Developer a leasehold estate and fee simple title to portions of the Entire Premises; and

WHEREAS, the Developer, Sears, Federated and Penney desire to further amend the Operating Agreement for the purpose of admitting Belk as the Fourth Department Store in the Shopping Center as contemplated under Section 10.16 of the Operating Agreement and Belk desires to enter into this Second Amendment of Operating Agreement for the purposes of entering the Shopping Center as the Fourth Department Store and to confirm and acknowledge its agreement to the terms and provisions of the Operating Agreement, as amended; and

WHEREAS, the Developer, to secure a construction loan for the Developer Facilities to be constructed on the Developer Site, did execute and deliver to the Connecticut General Life Insurance Company (herein referred to as the "Lender") that certain Mortgage (hereinafter called the "Mortgage"), dated September 14, 1978 and recorded in the Office of the Register of Mesne Conveyances, Greenville County, South Carolina in Book 1444, Page 347; and

WHEREAS, each party represents and warrants to the other that it has full right and lawful authority to enter into this Agreement.

NOW, THEREFORE, in consideration of the premises and Ten And No/100 Dollars (\$10.00) in hand paid by each party to the other and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Developer, Federated, Penney, Sears, Belk and the Lender mutually covenant and agree as follows:

1. Section 1.01 of the Operating Agreement. Section 1.01 is hereby amended as follows:

(a) By deleting the Survey of the Entire Premises attached as Exhibit "A" thereto and substituting, in lieu thereof, that certain Survey of the Entire Premises attached as Exhibit "A" hereto so that from and after the date hereof