

then Belk may elect to exclude the Belk Site from the operation and effect of this Agreement and terminate the Supplemental Operating Agreement between the Developer and Belk. The exclusion of the Belk Site from the operation and effect of this Agreement and the termination by Belk of the Supplemental Operating Agreement between the Developer and Belk shall be evidenced by notice given to the Developer and the other Department Stores on or before ninety (90) days after the date of such damage or destruction and shall automatically take effect on the sixtieth (60th) day following the date on which said notice is given. In the event the (i) Belk Site is excluded from the operation and effect of this Agreement and the Supplemental Operating Agreement between the Developer and Belk is terminated, or (ii) the Facilities identified under Section 1.03(ss) hereof, are not rebuilt, Belk shall clear the ruins and leave its Site in clean, orderly and sightly condition."

7. Section 6.03 of the Operating Agreement. Section 6.03 is hereby amended by adding as an additional paragraph thereto the following: "Belk agrees to protect, defend, indemnify and save harmless the Developer and each of the other Department Stores from and against all claims, actions, damages, liability and expense, including legal fees, in connection with bodily injury, death or property damage arising out of (i) any occurrence on any part of the Belk Site and (ii) any occurrence on any part of the Entire Premises which is occasioned wholly or in part by any act or omission of Belk or its employees, agents or contractors, unless, in either case, said claims, actions, damages, liability and expense are attributable to the act or omission of the Developer, the other Department Stores, or any of them, which claim the benefit of the foregoing indemnity or that of its employees, agents or contractors."