

of which are hereby acknowledged, DEVELOPER and MERCANTILE hereby covenant and agree as follows:

1. MERCANTILE agrees to modify Exhibit A attached to the OPERATING AGREEMENT in order to; (a) establish the locations, dimensions, and the number of kiosks permitted to be placed by DEVELOPER within the enclosed Mall; and (b) to include within the permissible building lines the area hatched in red and labelled "SIDEWALK CAFE", (the "CAFE"), as all of the same are shown on Exhibit K attached hereto. Exhibit K is a drawing of a portion of the DEVELOPER TRACT, bearing the legend "SMALL STORES PLAN" and the number "SK-111", and in the lower left hand corner, "Revision Number 81, dated 9-27-79."
2. MERCANTILE agrees that DEVELOPER shall have the right, subject to all terms and conditions set forth in the OPERATING AGREEMENT, and subject to MERCANTILE'S written approval of final overall design and decor, to install, lease, and operate kiosks for retail sales at the locations, in the dimensions and in number only as shown on Exhibit K.
3. DEVELOPER agrees that on or before May 1, 1980 it shall construct or cause to be constructed at the location shown on Exhibit K the exterior improvements shown on Exhibit L, also attached hereto, and thereafter to cause the CAFE to be open and operating for the benefit of the customers in the conduct of a first-class restaurant operating throughout the term of the OPERATING AGREEMENT, for so long as MERCANTILE is operating a department store. If, for any reason whatsoever, the CAFE ceases to operate in the manner as aforementioned for a period of 30 consecutive days (except for the period between November 1 and March 31 of each calendar year), then in that event DEVELOPER shall immediately terminate its Agreement with CAFE. Within 30 days thereafter DEVELOPER shall remove the CAFE and make all necessary repairs to restore the area vacated by the CAFE to the same condition as existed on the date of this Amendment.