

and height of the Belk Building to be constructed on the Belk Site, (ii) the exterior building materials to be used in connection with the construction of the Belk Building which materials shall be compatible with the exterior building materials used in the Shopping Center, (iii) that the Belk Building is architecturally compatible with the drawings for the Developer Facilities, (iv) to the extent then available, the details of all building interface connection areas located on the Belk Building, including, but not limited to, reglets or similar devices and (v) to the extent then available, the details of all utility connection locations on the Belk Building."

"(uu) 'Belk Facilities' shall mean those buildings and improvements to be constructed on the Belk Site pursuant to the Supplemental Operating Agreement between the Developer and Belk."

"(vv) 'Belk Site' shall mean the Fourth Department Store Site."

4. Section 1.05 of the Operating Agreement. Section 1.05 is hereby amended by deleting the first (1st) sentence thereof in its entirety and inserting, in lieu thereof, the following: "Subject to Unavoidable Delays and the provisions of the Supplemental Operating Agreements between the Developer and each of the Department Stores, the Developer and each of the Department Stores, except for Federated and Belk, shall open their respective Facilities for business with the public on July 30, 1980. Subject to Unavoidable Delays and the provisions of the Supplemental Operating Agreement between the Developer and Federated, Federated agrees to use its best efforts to open its Facilities for business with the public on July 30, 1980 but shall open its Facilities for business with the public on or before September 15, 1980. Subject to Unavoidable Delays and the provisions of the Supplemental Operating Agreement between the Developer