

and Belk, Belk 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 March 1, 1981."

5. Section 5.01 of the Operating Agreement. Section 5.01 is hereby amended by deleting, in the third (3rd) line thereof, the words "or (iv)" and inserting, in lieu thereof, the clause, "(iv) the Belk Building or (v)"; by deleting, in the fifteenth (15th) line thereof, the words "and (iii)" and inserting, in lieu thereof, the words, ", (iii) and (iv)" and by deleting, in the twenty-second (22nd) line thereof, the figure "(iv)" and inserting, in lieu thereof, the figure "(v)".

6. Section 5.04 of the Operating Agreement. Section 5.04 is hereby amended by adding as an additional paragraph thereto, the following: "In the event the Belk Facilities shall be damaged or destroyed by a casualty required to be insured against under the Supplemental Operating Agreement between the Developer and Belk, Belk shall, at its own expense, promptly repair or rebuild its Facilities damaged or destroyed to a complete architectural and structural unit substantially similar in design, character and quality to the building which existed prior to such damage or destruction; provided, however, that Belk shall not be required to restore any building beyond the size initially required under Section 1.03(ss) of the Operating Agreement or be required to rebuild its Facilities which are totally or substantially destroyed during or after the last two (2) years of the operating covenant of Belk which is set forth in Article VI of the Supplemental Operating Agreement between the Developer and Belk. In the event the Belk Facilities shall be damaged or destroyed under circumstances whereunder Belk is not required to rebuild and does not elect to rebuild,