

10/1/83

Agreement, Belk shall be deemed to have waived its right to consent to any amendment or modification made by the Developer with respect to the Supplemental Operating Agreement of any other Department Store and any such amendment shall be effective and binding on Belk notwithstanding that Belk did not consent thereto. Belk acknowledges that no modification or amendment of this Agreement shall be effective unless Federated and Penney shall have consented thereto.

ARTICLE II
DEVELOPMENT PHASE

Section 2.01. Fees of the Project Architect. The fees of the Project Architect which relate to its services performed with respect to the On-Site Improvements and the Off-Site Improvements shall be borne by the Developer and Belk in the manner set forth in the General Expense Agreement between said parties.

Section 2.02. Fees of the Project Engineer. The fees of the Project Engineer which relate to the engineering services performed with respect to the On-Site Improvements and the Off-Site Improvements shall be borne by the Developer and Belk in the manner set forth in the General Expense Agreement between said parties.

Section 2.03. Final Drawings and Specifications of Developer. The Developer shall cause the Project Architect and the Project Engineer, or either of them, to promptly submit to Belk, those portions of the Final Drawings for each Phase of Development which directly affect the Belk Site. After the submission of said Final Drawings Belk shall notify the Developer of any objections or proposed changes thereto. The right of Belk to object to the Final Drawings for the Mall and the store buildings located on the