

with respect to the Permanent Access Easement and the Utility System, as those terms are defined in the Easement Agreement; and

WHEREAS, Belk and the Developer desire to convey for the benefit of each of the Sites certain easements and rights of use with respect to the Permanent Access Easement and the Utility System to the extent that each are located on the Belk Fee Parcel and Site "B", respectively; and

NOW, THEREFORE, in consideration of the premises and Ten and No/100 Dollars (\$10.00) in hand paid by each party to the other and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Developer, Federated, Penney, Sears, Belk, New South and Haywood mutually covenant and agree that the Easement Agreement is hereby amended as follows:

1. By deleting the legal description for the Developer Site attached as Exhibit "A" to the Easement Agreement and substituting, in lieu thereof, as the legal description for the Developer Site, the legal description attached as Exhibit "A" hereto. The term "Developer Site" wherever it appears in the Easement Agreement shall hereafter, for all purposes of the Easement Agreement, be defined and deemed to be the real property described in Exhibit "A" hereof.

2. By deleting the Plot Plan attached as Exhibit "F" to the Easement Agreement and substituting, in lieu thereof, the Plot Plan dated May 18, 1978, last revised May 11, 1979, attached hereto as Exhibit "F".

~~3. By deleting the Survey of Entire Premises attached as Exhibit "H" to the Easement Agreement and substituting, in lieu thereof, the Survey of Entire Premises dated May 18, 1978, last revised May 10, 1979 attached hereto as Exhibit~~

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4. By adding as Exhibit "I" to the Easement Agreement, the legal description for the Belk Site attached as Exhibit "I"

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