

respectively, for the same purposes and uses as were granted and conveyed under Paragraphs 1 and 2 of the Easement Agreement.

8. For the purposes of Paragraph 3 of the Easement Agreement, the Developer and Belk hereby grant and convey to New South, subject to the terms of the Easement Agreement, for the benefit of the Adjoining Premises, the same and identical easements, licenses, rights and privileges with respect to Site "B" and the Belk Site, respectively, for the same uses as were granted and conveyed under Paragraph 3 of the Easement Agreement.

9. The Developer, Sears, Federated, Penney, New South, Haywood and Belk hereby ratify and confirm all the terms, provisions and agreements of the Easement Agreement.

10. Belk, by its execution hereof, acknowledges receipt of a true and correct copy of the Easement Agreement as amended and hereby covenants and agrees to abide by the terms and provisions of the Easement Agreement as amended and to perform all obligations and duties imposed on Belk under the Easement Agreement as amended.

11. The Lender does hereby consent to this Second Amendment to Easement Agreement and the modifications herein made to the Easement Agreement and does hereby subordinate and make inferior the lien and security title of that certain mortgage dated September 14, 1978, recorded in the Office of the Register of Mesne Conveyances, Greenville County, South Carolina, in Mortgage Book 1444, page 347, (herein referred to as the "Mortgage") to this Second Amendment to Easement Agreement to the same extent and with the same force and effect as though this Second Amendment to Easement Agreement was executed and recorded prior to the execution and recording of the Mortgage. Lender, as the beneficiary under the Mortgage, joins in the execution of this Second Amendment to Easement Agreement solely for the purposes expressed in this Paragraph 11.

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