

Developer and all of the Department Stores as the owners and/or lessees of their respective Sites for the purpose of relocating any portion of the Permanent Access Easement granted pursuant to Paragraph 1 hereof; provided, however, that any amendment to this Easement Agreement executed pursuant to the provisions of this Paragraph 12 and Paragraph 4 hereof shall not deprive the owner of the Adjoining Premises of the beneficial use of the easements granted for the benefit thereof pursuant to this Easement Agreement.

13. Execution by Haywood and New South. Haywood, as the owner of the fee simple title to a portion of the land which is contained within the Developer Site, the Sears Site and the Federated Site and New South, as the owner of the fee simple title to a portion of the land which is contained within the Developer Site and the Federated Site and to all of the land which is contained within the Penney Site hereby agree for themselves and their heirs, administrators, successors and assigns that the easements, rights, privileges, covenants and agreements contained in this Easement Agreement shall burden and encumber said fee simple title and shall run with the land.

14. Conflict. In the event of any conflict between the provisions hereof and the provisions of the Operating Agreement among the Developer and the Department Stores of even date herewith, the provisions of this Easement Agreement shall control.

15. Successors and Assigns. The terms, covenants, conditions and agreements contained herein shall inure to the benefit and detriment of and shall be binding upon the Developer, Penney, Federated, Sears, New South and Haywood and their respective executors, administrators, legal representatives, successors and assigns.