

to the extent necessary to pay to Betty Haywood Rogers, a Limited Partner, her share of the total rental payable throughout the terms of the lease and options thereunder, it being the intent of the parties that Betty Haywood Rogers shall receive all of the rental income payable to the partnership by Sears, Inc. in the event of default or failure to make full payment of the rental due under the balance of the leases with the partnership; and further, if the partnership only receives from said shopping center income from the Sears lease, all of that income shall be paid to Betty Haywood Rogers.

(4) The parties hereto agree that after such default at the election of any General Partner at any time the parties shall make the following partition in kind: the property identified in the Sears lease, consisting of not less than 3.42 acres, shall be conveyed by the partnership to Betty Haywood Rogers subject to said lease and all of the land described in the Federated Store lease (6.27) and Haywood Mall Associates (3.12 acres) shall be conveyed by the partnership to Center, Inc., and Allie Mack Haywood Pazdan as tenants in common subject to said leases. (Reference is hereby made for a more accurate description to the lease of said properties signed in 1978 by Haywood Properties with the developer of said Haywood Mall). Following such conveyance the aforesaid provisions of this agreement shall continue in full force and effect.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals this 2<sup>nd</sup> day of February, 1979.

WITNESSES:

[Signature]  
Anne H. Carrington

HAYWOOD PROPERTIES, A LIMITED PARTNERSHIP

By: GENERAL PARTNERS:

[Signature]  
 Robert L. Rogers

[Signature]  
 Joseph J. Pazdan

CENTER, INC.

By: [Signature]  
 C. T. Wyche, President

STATE OF SOUTH CAROLINA )  
 COUNTY OF GREENVILLE )

PROBATE

PERSONALLY appeared the undersigned witness and made oath that (s)he saw the within named Corporation, by its general partners, sign, seal and as their act and deed deliver the within written Agreement, and that (s)he, with the other witness subscribed above, witnessed the execution thereof.

SWORN to before me this 2<sup>nd</sup> day of February, 1979.

[Signature]  
 Notary Public for S.C.

My Commission Expires: 3/14/88

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RECORDED FEB 8 1979 at 10:35 A.M.

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