

and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Developer, Federated, Penney, Sears, New South and Haywood mutually covenant and agree that the Easement Agreement is hereby amended as follows:

1. By adding in Paragraph 10, after the word "story", as it appears in the second line thereof, the words ", plus mezzanines,"; by deleting in Paragraph 10 in the second line thereof, the words and figures "twenty (20)" and inserting, in lieu thereof, the words and figures "thirty-five (35)"; by deleting in Paragraph 10, in the third line thereof, the words "grade level" and inserting, in lieu thereof, the words "finished floor level"; and by deleting in Paragraph 10, the clause "to provide not less than five and one-half (5.5) parking spaces for each 1,000 square feet of floor area within any building or structure located thereon." and inserting, in lieu thereof, the following: "in accordance with all applicable codes, ordinances, laws and regulations of the City of Greenville, South Carolina and any other governmental agency having jurisdiction thereof, but in no event shall parking be maintained at a ratio of less than 1 (one) space for each 200 square feet of ground level retail floor area and 1 (one) space for each 300 square feet of retail floor area above the ground level floor area and not less than one parking space per four (4) seats within any restaurant or theatre located thereon."

2. By adding in Paragraph 12, after the word "Carolina," as it appears in the tenth line thereof, the following: "; provided, however, any such abrogation, modification, rescission or amendment shall not diminish the benefits or increase the burdens to either New South or Haywood."

All of the covenants and agreements set forth in this Amendment are intended to be and shall be binding upon and inure to the benefit of and enforceable by the parties hereto and their respective successors and assigns.