

SCHEDULE B

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RIDER ATTACHED TO AND MADE A PART OF LEASE
DATED AUGUST 13, 1969, BETWEEN
BELL TOWER SHOPPING CENTER OF GREENVILLE, INC., AS LESSOR,
AND THE GREAT ATLANTIC & PACIFIC TEA COMPANY, INC. AS LESSEE

Ad valorem tax base to be established in the first full tax year, that is, the first year the City establishes a full evaluation of tax structure of the completed Center (main buildings, mall, etc., including all lower level construction).

Lessee will then bear their pro-rata share of any increase in Ad valorem taxes incurred over the base year to the extend of:

For the first five years after base is set, increase paid by Lessee shall not exceed Four Hundred, Eighty (\$480.00) Dollars annually.

The following five years, increase shall not exceed Six Hundred (\$600.00) Dollars annually.

The remainder of the firm fifteen year lease, increase not to exceed Seven Hundred, Twenty (\$720.00) Dollars annually.

The following schedule will apply to any options exercised:

Lessee agrees to pay any increase during first five-year option of taxes incurred not to exceed Eight Hundred, Forty (\$840.00) Dollars annually, using original tax base for calculating any increase.

During second five-year option, such increase shall not exceed Nine Hundred, Sixty (\$960.00) Dollars annually over the original tax base.

During third five-year option, such increase shall not exceed One Thousand, Eighty (\$1,080.00) annually over the original tax base.

"Real Estate Taxes" mean general real estate taxes as distinguished from special assessments or taxes in the nature of improvement or betterment taxes.

In the event of any increase in real estate assessment, tax rate and/or real estate taxes, LESSOR shall promptly notify LESSEE of such increase and of LESSOR'S intent relative to effecting a reduction of the same; and in the event of LESSOR'S failure or refusal to properly protest and/or contest such increase within thirty (30) days from the official date of increase in said assessment, tax rate, and/or taxes, LESSEE may at its option, and at its cost and expense, in the name of LESSOR, protest, appeal or institute such other proceedings as it may consider appropriate to effect a reduction or abatement in such real estate assessment, tax rate, or taxes and to this end, LESSOR shall cooperate fully with LESSEE, including without limitation, the furnishing of such data, documents, information and assistance, and making such appearances as may be required by LESSEE.

In the event LESSOR fails to give LESSEE timely notice of any such increase in real estate assessment, tax rate, and/or real estate taxes, or in the event of LESSOR'S failure to pay taxes under proper and prudent protest, or to cooperate with LESSEE as aforesaid, then in any such event LESSEE shall not be obligated to contribute towards reimbursement of LESSOR for any such increase.

In the event a refund is obtained for any year in which LESSEE contributed towards reimbursement of tax increase hereunder, LESSOR shall promptly pay LESSEE its pro rata share of such refund or LESSEE may, at its option, deduct its share of such refund or any part thereof from future rentals.

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