

2. The Lessee does hereby remise, release and quitclaim to Lessor all right, title and interest of the Lessee in and to any portion of the real property described in Exhibit "A" to the Lease which does not lie within the boundaries of the real property described in Exhibit "A" to this First Amendment to Lease.

3. The Lease is hereby amended by deleting Section 18.06, in its entirety and substituting, in lieu thereof, the following:

"Section 18.06 Subordination. Lessor agrees that this Lease is and shall be subject and subordinate to (i) all right, title and interest of Lessee and any other party to the (A) Operating Agreement among the Lessee, Federated Department Stores, Inc., J. C. Penney Company, Inc., J. C. Penney Properties, Inc. and Sears Roebuck and Co. dated June 26, 1978 and being recorded in the Office of the Register of Mesne Conveyances, Greenville County, South Carolina; (B) the Supplemental Operating Agreement between the Lessee and Federated Department Stores, Inc. dated June 26, 1978 and being recorded in the Office of the Register of Mesne Conveyances, Greenville County, South Carolina; (C) the Supplemental Operating Agreement between the Lessee and J. C. Penney Company, Inc. and J. C. Penney Properties, Inc. dated June 26, 1978 and being recorded in the Office of the Register of Mesne Conveyances, Greenville County, South Carolina and (D) the Supplemental Operating Agreement between the Lessee and Sears Roebuck and Co. dated June 26, 1978 and being recorded in the Office of the Register of Mesne Conveyances, Greenville County, South Carolina (the Agreements identified in subparagraphs (A) through (D) above are herein individually and collectively referred to as the "Operating Agreements") for the development and operation of the Haywood Mall Shopping Center, (ii) all right, title and interest of Lessee and any other beneficiary in and to the easements, agreements and restrictions granted and conveyed by Lessee and such other parties for the benefit of the Premises and other adjacent real property owned or leased by the Lessee under the Easement Agreement (hereinafter referred to as the "Easement Agreement") dated June 26, 1978 and being recorded in the Office of the Register of Mesne Conveyances, Greenville County, South Carolina and (iii) any and all modifications and amendments of the Operating Agreements and the Easement Agreement. Lessor agrees that in the event this Lease is cancelled, terminated or surrendered, the Operating Agreements and the Easement Agreement and all covenants, agreements, rights, privileges and easements contained therein shall be binding upon the Lessor and shall burden the Premises. The foregoing agreements shall be self-operative, but Lessor agrees to execute and deliver to Lessee any additional instruments which may be necessary to evidence the agreements of the Lessor contained herein."

4. Except as hereinabove expressly modified and amended, the Lease and all the terms, provisions and covenants contained therein are hereby ratified and confirmed in all respects.

5. Whenever the terms "Lessor" and "Lessee" are used herein, the same shall be construed to mean as well the successors, assigns, heirs and legal representatives of the same, whether voluntary by act of the parties or involuntary by operation of law.