

11. Breach and Remedies. This Easement Agreement shall create privity of contract and/or estate with and among the Developer, each of the Department Stores, New South and Haywood, their respective heirs, executors, administrators, successors or assigns. In the event of a breach of any of the terms, covenants or conditions hereunder by the Developer or any of the Department Stores as the owner and/or lessee of a Site or by New South as the owner of the Adjoining Premises, and, except as otherwise provided in Paragraph 5 hereof, the failure of the defaulting party to cure such breach on or before ninety (90) days after the receipt of written notice thereof, the Developer and the Department Stores as the owners and/or lessees of their respective Sites and New South as the owner of the Adjoining Premises or any of them shall be entitled forthwith to full and adequate relief by injunction and all such other available legal and equitable remedies arising from the consequences of such breach. The remedies provided in this Paragraph 11 as to any one or all the parties to this Easement Agreement shall be cumulative as to each and as to all other remedies permitted at law or in equity.

12. Amendments and Modifications. Except as otherwise provided in this Paragraph 12 and in Paragraph 4 hereof, the provisions of this Easement Agreement may be abrogated, modified, rescinded or amended in whole or in part only with the consent of the Developer and each of the Department Stores as the owners and/or lessors of their respective Sites by an agreement, in writing, executed and acknowledged by the Developer and all of the Department Stores, duly recorded in the Office of the Register of Mesne Conveyances of Greenville County, South Carolina. Notwithstanding anything contained in this Paragraph 12 or in this Easement Agreement to the contrary, this Easement Agreement may be amended at any time and from time to time by the

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