

AGREEMENT

THIS AGREEMENT, made as of the 2nd day of MAY, 1973, by and between ABC SOUTHEASTERN THEATRES, INC. (the surviving corporation by merger with The Palmetto Theatre Company) hereinafter referred to as Lessee, and THE SOUTH CAROLINA NATIONAL BANK, Columbia Office, a national banking association, hereinafter referred to as Mortgagee.

FILED
GREENVILLE CO. S. C.
MAY 11 3 03 PM '73
DORRIS S. TINKERSLEY
R.H.C.

WITNESSETH:

WHEREAS, McAlister Development Company, a limited partnership under the Limited Partnership Act of South Carolina (with The McAlister Corporation, a South Carolina corporation, as its sole General Partner) and Lessee are the lessor and lessee respectively, under a Building Contract and Lease dated October 17, 1968, a short-form of which is dated October 21, 1969 and recorded in the RMC Office for Greenville County, South Carolina, in Deed Book 879, at page 82, said Building Contract and Lease having been amended by letter agreement dated October 30, 1969 and by Addendum to Lease dated June 29, 1971, and having been further amended by Lease Amendment Agreement dated November 10, 1972 (an Amended Short-Form Lease for Recording dated April 25, 1973 also having been entered into by and between the lessor and lessee), providing for the leasing of premises in the McAlister Square Shopping Center in the City and County of Greenville, State of South Carolina. Said Building Contract and Lease with all of its amendments is hereinafter called the "Lease"; and,

WHEREAS, the Mortgagee is the owner and holder of a mortgage covering the major portion of the above mentioned McAlister Square Shopping Center (including the above mentioned leased premises) given by McAlister Development Company as mortgagor to The South Carolina National Bank, Columbia Office, dated December 27, 1952 in the principal amount of \$3,000,000 and recorded in the RMC Office for Greenville County, South Carolina, in Mortgage Book 1262 at page 73, which mortgage is hereinafter called the "Mortgage".

NOW, THEREFORE, the parties mutually agree as follows:

1. Mortgagee hereby (a) represents that it is the sole owner and holder of the mortgage and of the entire indebtedness secured thereby,