

WHEREAS, all of the parties hereto have agreed that it will be in their mutual best interest to make certain revisions in the aforesaid Cross Easement and Parking Agreement;

NOW, THEREFORE, in consideration of the mutual covenants hereinafter set forth, the parties hereto agree that said Cross Easement and Parking Agreement is hereby modified and amended as follows:

1. Fairlane agrees that no motion picture theater will be built on the property of Fairlane covered by said Cross Easement and Parking Agreement so long as said agreement remains in effect.

2. Fairlane shall have no further responsibility for payment of any of the costs of maintaining those portions of the aforesaid property owned by C.W.I., or its successor in ownership, notwithstanding the provisions of paragraph 6 of the aforesaid Agreement. Likewise, Fairlane shall have no further obligation to pay any portion of any ad valorem property taxes on the tract of land designated as being owned by C.W.I. (the same tract designated as owned by Wade Hampton Enterprises, the predecessor in title in the original Agreement), notwithstanding the provisions of paragraph 7 of said Agreement.

3. All parties hereto agree that there shall always remain adequate parking spaces within the property affected by the Agreement to assure a ratio of at least five parking spaces per one thousand square feet of total building area on the entire tract of property, and no improvements will be constructed which would cause said ratio to be violated.

4. All other terms, provisions, and covenants of the Cross Easement and Parking Agreement recorded in Deed Book 991 at Page 60 shall remain in effect and are hereby confirmed and ratified.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals the day and year first above written.

IN THE PRESENCE OF:

*[Handwritten signature]*  
*[Handwritten signature]*

C.W.I. Partnership

By: *[Handwritten signature]*  
Braxton M. Cutchin, III, Partner

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