

Walker County, Ga.

Filed and Recorded in this office March 9 2001 AM
Recorded in Deed Book 963 Page 292-298

Return to:
Milligan Reynolds Guaranty Title Agency, Inc.
724 Cherry Street
Chattanooga, Tennessee 37402

Bill McDougal, Clerk

No
H
Lafayette, GA

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**AMENDMENT TO EASEMENTS WITH COVENANTS
AND RESTRICTIONS AFFECTING LAND ("ECR")**

THIS AMENDMENT is made as of the 2 day of March, 2000, between WAL-MART REAL ESTATE BUSINESS TRUST, a Delaware business trust, with offices at 702 S.W. Eighth Street, Bentonville, Arkansas 72716 and a mailing address of 2001 S.E. Tenth Street, Bentonville, Arkansas 72712, ("Wal-Mart"), and CP LAFAYETTE, GA, L.P., a Georgia limited partnership with offices at 6312 Kingston Pike, Suite C, Knoxville, Tennessee 37919 ("Developer").

WITNESSETH:

WHEREAS, Developer and Wal-Mart entered into an agreement titled "Easements with Covenants and Restrictions Affecting Land ("ECR")" dated January 17, 2000 (the "ECR") of record in the Office of the Clerk of the Superior Court of Walker County, Georgia in Book 957, page 347; and

WHEREAS, the parties desire to amend the ECR as set forth herein.

NOW, THEREFORE, for and in consideration of the premises, the sufficiency of which is hereby acknowledged, Wal-Mart and Developer do hereby agree as follows:

- Utg.** The second sentence of Paragraph 2 of the ECR shall be deleted and the following shall be substituted therefore: "Except as shown on Exhibit C, no cafeteria, restaurant (within 500' of Wal-Mart's entrance), theatre, bowling alley, billiard parlor, night club or other place of recreation or amusement, or any business serving alcoholic beverages shall occupy space within the Shopping Center without the prior written consent of Wal-Mart."
- Competing Business.** The first sentence of Paragraph 3 of the ECR shall be deleted and the following shall be substituted therefore: "Developer covenants that as long as Wal-Mart, or any affiliate of Wal-Mart, is the user of Tract 1, as owner or lessee, no space in or portion of Tract 2 and no space in or portion of any other real property adjacent to the Shopping Center which may subsequently be acquired by Developer, shall be leased or occupied by or conveyed to any other party for use as a pharmacy, discount department store, other discount store or a grocery store."
- No Other Amendment.** Except as expressly set forth herein the parties hereto hereby ratify and affirm the ECR as amended hereby.

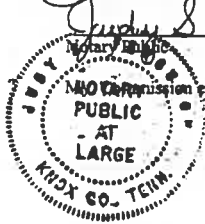
IN WITNESS WHEREOF, the parties executed this Amendment as of the day and year first above written.

Signed sealed and delivered on 3/2, 2000 in the presence of:

CP LAFAYETTE, GA, L.P.
By: Cullom Properties, Inc. - General Partner

Judith S. Ferguson
Unofficial Witness

By: Miss E. Cullom
Its: President



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Signed sealed and delivered on

March 2, 2000 in the presence of:

Karen J. Benson
Unofficial Witness

Sherry E. Walden
Notary Public

My Commission expires: 3-16-2009

WAL-MART REAL ESTATE BUSINESS TRUST
a Delaware business trust

[Signature]
Its Assistant Vice-President

Approved as to legal terms only
By [Signature]
WAL-MART LEGAL TEAM
Date 3/2/00

f:CP Lafayette

OFFICIAL SEAL
SHERRY E. WALDEN
NOTARY PUBLIC-ARKANSAS
BENTON COUNTY
MY COMMISSION EXPIRES: 3-16-2009