

8A. Insurance. For the purpose of protecting other owners, tenants and occupants each owner of a portion of the Subject Property shall during the term of this Agreement maintain or cause to be maintained by the owner or its tenants or occupants, in full force and effect, with good and solvent insurance companies authorized to do business in the State of South Carolina, a policy or policies of public liability insurance (which may be provided under a blanket policy covering other liabilities) with minimum limits of at least One Million (\$1,000,000.00) Dollars per occurrence and which insurance policies shall carry an endorsement naming the respective owners of the Shopping Center and The Great Atlantic & Pacific Tea Company, Inc. as additional insureds thereunder. Each owner shall, upon written request therefor from any other owner, furnish to the owner so requesting certificates of insurance evidencing the existence of the insurance required to be carried pursuant to this subsection. Any such policy shall provide that same may not be cancelled without first giving any additional insured ten (10) days prior written notice of cancellation and the right to pay the premiums therefor (when premiums shall, upon demand, be promptly paid to the additional insured who has paid same). Second Party may satisfy this obligation by maintaining self-insurance.

8 B. Each Party releases the other from any claims for damage to the buildings and improvements on its respective parcel by fire or other casualty (whether or not such damage is caused by the party being released), and agrees that any insurance policy carried by such party shall contain a waiver of subrogation by the insurer.

9. Taxes and Assessments

(a) During the term of this Agreement each owner of a portion of the Subject Property shall pay, or cause to be paid, on or before the respective dates when they shall become due and payable