

set forth or at such other addresses designated by notice given hereunder. Notices shall be given to The Great Atlantic & Pacific Tea Company, Inc. in duplicate and under separate cover, one to the attention of the Vice-President of Real Estate at the above address and one to the Director of Real Estate at 10025 Governor Warfield Parkway, Columbia, Maryland 21044, and such notices shall be given for so long as The Great Atlantic & Pacific Tea Company, Inc. holds any interest in the Subject Property. No amendment hereto or other document shall be binding upon The Great Atlantic & Pacific Tea Company, Inc. unless executed by a duly authorized corporate officer.

17. Parcel III. It is specifically understood and agreed that Parcel III is not a part of the Subject Property and is referred to herein solely to place certain restrictions thereon and in no event shall any of the benefits of this Agreement inure to Parcel III including without limitation any easements granted herein. It is further understood that the owners of the Subject Property shall not have the benefits of any easements over

Parcel III. Except, however, it is specifically understood and agreed that Parcel III shall have an easement for sanitary sewer across the Subject Property as shown on Plan & Profile, Sheet No. 1 of 3 dated May 22, 1976 by Piedmont Engineers and Architects.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement the day and year first above written.

Witness:

M & K Properties, a co-partnership, consisting of Lawrence E. McNair and Larry F. Klang

Mary J. Martin

By: Lawrence E. McNair
Lawrence E. McNair

Jaqueline M. Furr

By: Larry F. Klang
Larry F. Klang

Attest:

R.G. Ulrich
Secretary

The Great Atlantic & Pacific Tea Company, Inc.

By: R.G. Ulrich
R.G. Ulrich

(Corporate Seal)

2002

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