

to the total square footage of all common areas in both the Shopping Center and the Outparcels, except that each of E & G and Maxwell shall pay its own real property taxes and assessments on any land the legal title to which stands in its name.

4. Each of the parties reserves an easement on the common areas of both the Shopping Center and the Outparcels for the purposes of the storage of construction materials and the conduct of construction activities from time to time, provided that such storage and activities will not affect the use of a substantial portion of the common areas or obstruct ingress, egress and parking for the customers and invitees of both the parties in and to the use of the common areas of the Shopping Center and the Outparcels.

5. Both Maxwell and E & G reserve the right or easement to cross through all common areas of the Shopping Center and the Outparcels owned by each other in order to connect the facilities owned by each to water, gas, electric and sewerage facilities located in or near all roads and streets owned by governmental or public utilities for the purposes of serving both the Shopping Center and the Outparcels with utility services and facilities, provided that no such connection or crossing through such common facilities shall interfere with or obstruct the use of either the Shopping Center or the Outparcels for use by the customers, invitees and licensees of tenants, and further provided that any damage to common areas as a result of making such crossing through or connections shall be repaired with reasonable dispatch to the original condition before such crossing through or connection. Nothing contained in this agreement shall authorize either party to connect to the other's utility facilities for which the other may be liable for payment or charges for the use thereof by the party connecting.

6. E & G and Maxwell agree that either party will have the right and easement of tying on, and using in common for support or otherwise, the wall of any building the face or surface of which is the common boundary of the Shopping Center and the Outparcels owned by the respective parties adjoining each other.

(CONTINUED ON NEXT PAGE)