

Nothing shall, however, authorize either party to tie on, use for support, or otherwise, any such wall where the structural support of such will be impaired, damaged or rendered unsound for its intended purpose or purposes. In the event of such tying on or use of such a wall in common with the other party, all expenses incurred in the maintenance and repair thereof shall be equally borne by E & G and Maxwell. All rights or easements herein granted in and to a wall located on the property of the other party shall, upon request, be subordinated to the lien of the owner and holder of a mortgage covering the property of such other party. The party tying on to a common wall shall be responsible for losses sustained to any wall during construction. The provisions contained in this paragraph shall specifically cover that certain wall located in Maxwell Pointe Shopping center owned by Maxwell at the westernmost side line of the 1.565 acre tract owned by E & G and designated as following in part the line shown on the plat thereof made by Dalton & Neves Company, Inc., Engineers, dated September, 1984, as "N. 4-39 E., 237.29 feet".

IN WITNESS WHEREOF, the undersigned have caused this instrument to be executed this date and year first above written.

IN THE PRESENCE OF:

Constance H. McBride

J. M. M. M.

Constance H. McBride

J. M. M. M.

Constance H. McBride

J. M. M. M.

MAXWELL POINTE ASSOCIATES LIMITED PARTNERSHIP, A South Carolina Limited Partnership

BY: John S. Rainey
John S. Rainey, General Partner

BY: EASLAN CAPITAL, INC.

BY: Jamile J. Francis, Jr.
Jamile J. Francis, Jr.
Its: President

General Partner

E & G LAND PARTNERS, a South Carolina General Partnership

BY: Gordon L. Gibson
GORDON L. GIBSON, General Partner

BY: EASLAN CAPITAL, INC.

BY: Jamile J. Francis, Jr.
Jamile J. Francis, Jr.
Its: President

General Partner

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