

(a) Pleasantburg does hereby grant unto McMahan-Clary and their tenants the right throughout the term hereof to use, in common with others entitled to similar use thereof, all of the sidewalks, service drives, streets and parking areas being situated upon land described as Parcels 1-A, Parcel 1-B and Parcel 1-C and shown on the plot plan attached to and made a part of this agreement.

(b) McMahan-Clary do hereby grant unto Pleasantburg and its tenants the right throughout the term hereof to use, in common with others entitled to similar use thereof, all of the sidewalks, service drives, streets and parking areas being situated upon land described as Parcel 2 and shown on the plot plan attached to and made a part of this agreement.

(c) Each party at its own expense and at all times will maintain in good repair the sidewalks, service drives, streets, parking areas and drains located on the respective portion of the area owned by each. If one party fails to do so, the other party shall have the right to come upon the premises for the purpose of maintaining and repairing same. The parties agree that the parking areas shall be so designed as to afford the maximum number of parking spaces with adequate passageways for the ingress and egress of vehicles. There will be no reserved parking spaces, and the customers or visitors of the tenants of one party shall be free to use the parking facilities located on the portion of the premises belonging to the other party.

(d) This agreement is made for and inures to the benefit of the parties hereto and their respective tenants at Pleasantburg Shopping Center, and shall run for a term of ~~fifty (50)~~ twenty-five (25) years from the date hereof.

This Agreement, executed in quadruplicate, shall be binding upon the parties hereto, their successors, administrators, executors, heirs and assigns.

IN WITNESS WHEREOF, Pleasantburg Shopping Center has caused these presents to be duly executed by its authorized officers and

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*James  
MWC  
JH*