

(h) Owner shall duly comply with and perform all of the terms and provisions to be complied with and all of the obligations to be performed by Owner under the Agreement and under the Purchase Agreement.

Section 8.02 Default of Owner. If Owner fails to comply with or perform any of the terms and provisions to be complied with or any of the obligations to be performed by Owner under the Agreement or under the Purchase Agreement, Company shall have the right, in addition to all other rights and remedies available to Company at law or in equity, (including an action for damages), at its option, upon giving thirty (30) days prior written notice to Owner specifying the nature of such default, during which thirty (30) day period Owner shall have the right to cure such default and thereby prevent Company from exercising such right and option, to take any one or more of the following actions:

(a) Cure such default, at the expense and for the account of Owner, and deduct the cost thereof together with all expenses incurred in connection therewith from Owner's Preferred Return, which deduction shall, for all purposes of the Agreement, be considered a payment, in the amount of such deduction, of a portion of Owner's Preferred Return.

(b) Advance all or any portion of the sum necessary to cure such default; in which event the sum so advanced shall, notwithstanding any other provision of the Agreement to the contrary, be repaid as the first priority out of Operating Income as and when the same is available and sufficient. Any amounts so advanced shall be a loan by Company to Owner and shall bear interest at the rate per annum equal to three percent (3%) above the rate ("prime rate") of interest charged by The First National Bank of Atlanta to its prime commercial borrowers for unsecured loans in effect from time to time at The First National

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