

EXHIBIT "A" (CONTINUED)

Default

In the event of any failure by either party to perform, fulfill or observe any agreement herein to be performed, fulfilled or observed by it, continuing for thirty (30) days, or in situations involving potential danger to the health or safety of persons in, on or about or substantial deterioration of property of Grantee or that shown on Exhibit "B" attached hereto or any portion of any part thereof, in each case after written notice specifying such, the other party may, at its election, cure such failure or breach for and on behalf of the defaulting party, and any amount which the party so electing shall expend for such purpose, or which shall otherwise be due by either party to the other hereunder, shall be paid to the party to whom due on demand, without contest, upon delivery of its invoice, together with interest thereon at the lower of (i) the rate of 10% per annum, or (ii) the maximum rate permissible from time to time under applicable law, from the date of the expenditure or the date when same shall have become due to the date of payment thereof in full. The provisions of this paragraph shall be in all respects subject and subordinate to the lien of any mortgages or deeds of trusts at any time or from time to time on the land of the defaulting party and the rights of the holder or holders thereof.

Covenants Running with the Land

The right to use and exercise the rights and easements herein contained to be conveyed and reserved shall run with the land and inure to and be for the benefit of the Grantee and Grantor, their successors and assigns, and tenants, sub-tenants, licensees, concessionaires, mortgagees in possession, customers and business invitees of such persons.

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