

EXHIBIT "A" (CONTINUED)

Maintenance

Grantee and Grantor covenant and agree to maintain in good condition and repair, or cause to be maintained and kept in repair, driveways situated on their respective properties. The obligation of the Grantee and Grantor to maintain, repair and keep in repair said driveways, without limiting the generality thereof, include the following:

- (a) Removing all papers, debris, snow, ice, filth and refuse and thoroughly sweeping the areas to the extent reasonably necessary to keep said areas in a neat, clean and orderly condition; and
- (b) Placing, keeping in repair, and replacing any necessary appropriate directional signs, striping markers and lines; and operating, keeping in repair, and replacing, when necessary, such artificial lighting facilities as shall be reasonably required; and
- (c) Maintaining any perimeter walls in good condition and state of repair; and
- (d) Maintaining all landscaped areas, making such replacements of shrubs and other landscaping as is necessary, and keeping said areas at all times adequately weeded, fertilized and watered.

Barriers

Grantee may erect curbs, fences and landscaping on Parcel shown as 1.295 Acres in order to define the premises being conveyed and the adjoining Shopping Center. Grantor shall do nothing to detract from the parking and access rights of the Grantee or prevent, hinder or interfere in any way with the free flow and passage of vehicular and pedestrian traffic and parking over, to, from and between property acquired by McDonald's and property shown on Exhibit "B", reference being made to site development plan for McDonald's dated 1/25/78.

Compliance with Laws and Regulations - Indemnification

Grantee and Grantor covenant and agree, with respect to their own property, to comply with all laws, rules, regulations and requirements of all public authorities, and to indemnify, defend and hold each other harmless against all claims, demands, loss, damage, liabilities and expenses and all suits, actions and judgments (including but not limited to costs and attorney's fees) arising out of or in any way related to Grantee's or Grantor's failure to maintain their respective properties in a safe condition. Grantee and Grantor shall give prompt and timely notice of any claim made or suit or action commenced against the other party which in any way would result in indemnification hereunder.

Maintenance Expenses

Grantor and Grantee further covenant and agree to pay the expense of maintaining and repairing the parking, ingress, egress and other common areas situated on their respective parcels, including the payment of all real estate taxes and assessments, subject only to the right to defer payment in a manner provided by law and/or in connection with a bonafide contest of such tax or assessment in the amount thereof, so long as the rights of the other party shall not be jeopardized by such deferring of payment.