

**DAMAGE OR DESTRUCTION OF IMPROVEMENTS:** If the improvements upon the property are damaged by fire, storm, or any other cause, Landlord, using the proceeds from the insurance coverage shall repair or reconstruct said improvements. In the event the premises are damaged to the extent that render the premises uninhabitable, then all rental shall cease until such time as the premises have been fully repaired or reconstructed. Tenants shall have the right to apply said proceeds of insurance against the purchase price in the event they exercise their option to purchase and Landlord shall have no duty to repair.

**DEFAULT:** The occurrence of any of the following acts or events, shall constitute the only events of default under this lease (herein referred to as "Default"):

(a) Tenants fail to make any payment of rent required to be paid by Tenants hereunder and such failure continues for a period of fifteen (15) days after Landlord shall have given Tenants written notice of such failure; or

(b) Tenants or Landlord fail to fulfill or perform any of their respective covenants (other than the payment of rent which is treated above), agreements, or obligations under this lease and such failure continues for a period of fifteen (15) days after the other party shall have given written notice of said failure, specifying in said notice the nature of such failure.

If the defaulting party fails to cure such default within the period of time allowed, the non-defaulting party shall have the right, in their discretion, then or at any time thereafter while any such default exists or continues, to give the defaulting party written notice of the termination of this lease as of the date specified in such notice of termination, which date shall not be less than ten (10) days after the date of the giving of such notice of termination. On such termination date, this lease and the term and estate herein granted and all rights of both parties hereunder shall expire and terminate by limitation, unless prior to such termination date, the defaulting party cures said default and all costs and expenses (including and without limitation reasonable attorney's fees and expenses) incurred by or on behalf of the non-defaulting party by reason of any default and fully remedy any other default then existing to the reasonable satisfaction of the other party.

Landlord may, but shall not be obligated to, accept rent which is tendered after default (as defined above) but he shall be entitled to, in addition to the amounts specified above, a late charge of Thirty-five Dollars (\$35.00) per month which must be paid along with any rent tendered to cure a default.

Nothing herein shall preclude either party, in addition to the remedies provided for herein, from pursuing such other remedies and damages available at law or equity.

If a party fails to cure a default within the period of time hereinbefore set forth, the other party may, at their option, take, on behalf of the defaulting party, such action as is reasonably necessary to cure such default and to charge the defaulting party for the costs and expenses thereof within fifteen (15) days after the receipt of a statement showing same.

**NOTICES, ET. AL.:** All forms of notices, demands, requests, consents and other instruments required or permitted to be given pursuant to the terms of this lease shall be in writing and shall be deemed to have been properly given when sent by first class, registered or certified United States Mail, return receipt

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