

c. In the event LESSOR accepts LESSEE'S offer to purchase, then and in such event LESSEE shall pay to LESSOR, on or before the Date of Cancellation, the purchase price hereina specified. Upon receipt of such purchase price, LESSOR shall execute and deliver to LESSEE in duplicate, or documents may be necessary to convey to LESSEE merchantable title in fee simple to the Leased Premises by a Special Warranty Deed free and clear of all encumbrances except those in effect at the time of the execution of this Lease and those that are caused by LESSEE or anyone other than LESSOR. Notwithstanding the foregoing, LESSOR may elect to sell the Leased Premises to LESSEE subject to the mortgage or mortgages thereon, and the principal amount thereof as of the date of sale shall be a credit to LESSEE towards the purchase price. If LESSOR does elect to sell subject to a mortgage or mortgages, interest thereon shall be pro-rated as of the date of sale.

18. ATTORNEY'S FEES. If suit is brought to enforce any covenant of this Lease or for the breach of any covenant or condition hereina contained, the parties hereto agree that the losing party shall pay to the prevailing party a reasonable attorney's fee, which shall be fixed by the court, and court costs.

19. DEFAULT. In the event LESSEE shall default in the payment of the monthly rent as provided herein, LESSOR shall promptly so notify LESSEE in writing, and failure of LESSEE to cure such default within twenty (20) days after receipt of such notice shall, at the option of LESSOR, work as a forfeiture of this Lease, or LESSOR may enforce performance in any manner provided by law, and LESSOR's agent or attorney shall have the right without further contact, notice or demand to re-enter and remove all persons from the Leased Premises without being deemed guilty of any manner of trespass and without prejudice to any remedies for arrears of rent or for breach of covenant, or LESSOR's agent or attorney may resume possession of the Leased Premises and relet same for the remainder of the primary term or the then current extension at the best rental such agent or attorney can obtain for the account of LESSEE, who shall pay any deficiency, and LESSOR shall have a lien as security for such rental upon the fixtures and equipment on the Leased Premises belonging to LESSEE. In the event LESSEE defaults in the performance of any of the other terms or provisions of this Lease other than payment of monthly rent, LESSOR shall promptly notify LESSEE in writing. If LESSEE shall fail to cure such default within twenty (20) days after receipt of such notice, or if the default is of such character as to require more than twenty (20) days to cure and LESSEE shall fail to commence to do so within such twenty (20) days after receipt of such notice and thereafter diligently proceed to cure such default, then in either such event LESSOR may cure such default and such expense shall be added to the rent otherwise due but any such default shall not work as a forfeiture of this Lease.

In the event LESSOR shall default in the performance of any of the terms or provisions of this Lease, LESSEE shall promptly so notify LESSOR in writing. If LESSOR shall fail to cure such default within twenty (20) days after receipt of such notice, or if the default is of such character as to require more than twenty (20) days to cure and LESSOR shall fail to commence to do so within such twenty (20) days and thereafter diligently proceed to cure such default, then, in either such event, LESSEE may cure such default and such expense shall be deducted from the rent otherwise due, or may cancel and terminate this Lease.