

to the construction, tenancy, use or occupation of said premises, or upon the sidewalks adjoining the same by the Lessee or any person or persons occupying, holding or claiming by, through or under it.

ARTICLE XVIII.

NON-INSURED DAMAGE.

The parties hereto have agreed that Lessee will carry the maximum amount of insurance for Lessee's and Lessor's protection; however, should any structure or the improvements placed on the herein leased premises be damaged by a cause or causes not covered by or not available through insurance policies, then in such event, the following provisions shall apply:

(1) If the damage is less than Ten Thousand Dollars (\$10,000.00), Lessee shall immediately and forthwith repair the premises as though the same were a repair occasioned by normal wear and tear, and as covered by the repair and maintenance clause of this Lease.

(2) Should the damage to the premises exceed Ten Thousand Dollars (\$10,000.00), then in such event, Lessee shall within thirty (30) days of the damage, deposit with Lessor a sum of money in cash sufficient to repair all damages, and thereafter Lessee shall actively begin repairs on the buildings and premises, and such repairs shall be diligently continued until completion of all repairs.

ARTICLE XIX.

LESSEE AGENT FOR CONDOMINIUM UNIT OWNERS.

Lessee covenants and agrees with Lessor as follows:

(1) That Lessee has been irrevocably appointed the Agent for the present owner of all the condominium units, and will be irrevocably appointed Agent by each unit owner individually on the date of closing of the purchase of the condominium unit in the condominium from Developer. At the time of the execution of this Lease, the real party in interest to this Lease and for whom Agent, as Lessee, is acting, is the Developer; however, after the sale of the condominium units by Developer to the individual unit owners, the real parties in interest for whom Agent, as Lessee, will act, will be each of the twenty-nine condominium unit owners individually and collectively. Each future unit owner, his heirs, successors and assigns, and the Developer, as the present owner of all of the units and condominium property (a) shall be bound by and will comply with the Lease to the same extent and to the same effect as if each had executed the Lease for the purposes herein expressed, including by way of illustration and not in limitation, the pledging of his condominium unit as security for the performance of this Lease; (b) shall adopt, ratify, confirm, assume and consent to the execution of the Lease by the Association; (c) shall agree that although some or all of the persons who are the original officers and/or Directors of the Condominium Association, as the Lessee, are also employees of the Developer, and, therefore, at the same time, directly or indirectly, the Lessor under said lease, nevertheless the duties and obligations of the officers and Directors of the Association were not breached in the execution of the Lease; and (d) shall agree that the Lease terms and conditions, including the rental, are reasonable and acceptable.

(2) That the Lessee will furnish to Lessor the name of any unit owner who is more than ten(10) days delinquent in payment of any monies due hereunder by such unit owner. To this end, Lessee agrees at all times to make available to Lessor the books and records of Lessee for Lessor's inspection.