

shall remain the School's property except as the parties mutually agree otherwise in writing, if such alternations can be removed without undue damage to the Lease Premises and are, in fact, removed by the School prior to the termination of this Lease. Alterations and modifications that are permanent in nature, i.e. which cannot be removed without undue damage to the premises, shall be come Lessor's property except as the parties mutually agree otherwise in writing.

12. Surrender upon Termination. At the expiration of the term of this Lease or upon termination, the School shall surrender the Lease Premises to the Lessor in as good condition as it was in the beginning of the term, reasonable use and wear excepted.

13. Right of Entry. Lessor or his agent has a right to enter upon the Lease Premises to inspect, to make repairs and for other reasonable purposes, with School's permission, which shall not be unreasonably withheld. In an emergency, such as fire, Lessor or his agent may enter the premises without securing the School's permission, but shall give the School notice of entry as soon thereafter as practicable.

14. Default and Termination.

A. The occurrence of any one or more of the following events shall constitute a default by the School:

- (1) The abandonment of the Premises by the School for a period of thirty days (30); or
- (2) Final notice of revocation or non-renewal of the School's charter.

B. Either party may terminate the lease if either fails to observe or perform any of the express or provisions of this Lease where such failure shall continue for a period of thirty (30) days after written notice thereof from the non-defaulting party. Notwithstanding, however, that if the nature of the non-complying party's default is such that more than thirty (30) days are reasonably required for its cure, then the defaulting party shall not be deemed to be in default of the Lease, if the defaulting party takes steps to cure the default within the thirty (30) days period and then thereafter diligently works to cure to completion.

C. In the event of the default as described in paragraph A or B, either party may terminate this Lease upon one-hundred and eighty (180) days written notice to the other, effective automatically without further notice upon expiration of the one-hundred and twenty (120) days.

15. Right of First Refusal. In the event that Lessor decides to sell the Leased Premises, Lessor agrees that he shall grant a right of first refusal to purchase the property to any existing non-profit organization that is now or which may be organized in the future for the exclusive and sole purpose of supporting and benefiting the Mosaic Academy, a New Mexico public charter school and to assign any existing rights under this Lease to said non-profit entity. The Right of

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