(2) Default by us:

(a) failure to make a payment to you which remains unpaid in whole or in part for more than sixty (60) days after written notice from you to us that the same is due and payable; or

(b) we violate, or materially breach any of the other covenants, agreements, stipulations or conditions of this Agreement, and the violation or default continues for a period of ninety (90) days after written notice from you of such violation or default. If the default is of a nature that it requires more than ninety (90) days to cure, that longer period can be used to cure the default if you agree.

(3) If we default and do not cure after the appropriate notice and period to cure the default, then you shall have the right to terminate the Agreement. You may receive damages attributable to our default and the cost of enforcement. However, this will be limited to a maximum of two years of building payments.

b. Termination by us. We may unilaterally terminate this Agreement only upon notice or upon the default by you.

(1) We may terminate the Agreement by giving you written notice three hundred and sixty-five (365) days in advance of the intended termination and upon payment of the balance of the Building Payment that remains unpaid. We may elect to pay this in one lump sum based on the present value of the unpaid balance or to pay it out periodically over the original term of the building payment.

(2) Default by you. We may terminate the Agreement if you are in default. Any one or more of the following events is Default by you:

(a) Loss of Growing Rights as provided in this Agreement.

(b) If you fail to make a payment which remains unpaid in whole or in part for more than sixty (60) days after written notice from us to you that the same is due and payable.

(c) You violate or materially breach any of the covenants, agreements, stipulations or conditions of this Agreement, and the violation or default continues for a period of ninety (90) days after written notice from us of such violation or default. If the default is of a nature that it requires more than ninety (90) days to cure, that longer period can be used to cure the default if we agree.