

ARTICLE XVII

How Notice Given

IT IS FURTHER AGREED, AS A CONDITION OF THIS LEASE, that in every case where, in the option of the Lessor, or under the conditions of this lease, it shall be deemed necessary for the interest of the Lessor to serve a notice or demand, or declaration to deliver a copy thereof to the Lessee or mail a copy thereof by registered mail, addressed to the Lessee at the demised premises. Correspondingly, the Lessee may serve notice upon the Lessor by delivering or mailing the same to the Lessor at the place last designated by the Lessor as the place for the payment of rent, or, in the absence of such designation, at the last place at which rent was paid to the Lessor, or, if said place was not an actual address, then to the last known address of the Lessor. When the parties hereto consist of more than one Lessee or more than one Lessor, then the default of one shall be the default of all and notice to one shall be notice to all.

ARTICLE XVIII

Lessee To Pay Costs and Fees

AND IT IS MUTUALLY COVENANTED AND AGREED BY THE PARTIES HERETO THAT in case the Lessor shall without fault on his part, be made party to any litigation commenced by or against the Lessee, then the Lessee shall pay all costs and reasonable attorneys' fees incurred by or against the Lessor, on in connection with such litigation, and the Lessee shall and will also pay all costs and reasonable attorneys' fees incurred by, or against the said Lessor in enforcing the covenants, agreements, terms and provisions of this lease, and/or in terminating this lease by reason of the Lessee's default; and that all such costs and reasonable attorneys' fees, if paid by the Lessor, and the rent reserved in this lease, and all taxes and assessments, and the payment of all money provided in this lease, to be made by the Lessor, shall be, and they are hereby declared to be a first lien upon any building and improvement placed upon said demised premises at any time during said term, except however, for existence or creation of mortgage liens in connection with Lessee's development of the demised premises, which are, or shall be, prior to the lien for rent.

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