

## ARTICLE XIX.

CONTINUITY:

This agreement and each and all of the covenants, obligations, and conditions hereof, shall inure to the benefit of and be binding upon the heirs, personal representatives, successors and assigns of Lessor, and the successors and assigns of Lessee. Although designated in the singular number as "Lessor," if there be more than one, they and each of them shall be jointly and severally bound by the obligations and covenants herein imposed. In the event of the assignment of this lease by Lessee, or of its subletting the premises or any part thereof, Lessee shall at all times remain liable to Lessor for the payment of rents and charges, and for the faithful performance of all obligations imposed upon Lessee hereunder.

## ARTICLE XX.

NOTICES:

All notices given under this instrument shall be in writing, and may be given either in the statutory method, if any, in the State where the premises are situated, or by depositing the notice in the United States registered mail, postage prepaid, enclosed in an envelope addressed to the party to be notified, at such party's address as shown in this instrument or at any known address of any Lessor, if there be more than one; and the day upon which such notice is so mailed, shall be treated as the date of service. If there be more than one Lessor, notice to any one of them shall constitute notice to all.

(SEE REVERSE SIDE)

## ARTICLE XXI.

RIGHTS NOT WAIVED:

Failure of either party to insist upon the strict and prompt performance of the terms, covenants, agreements, and conditions herein contained, or any of them, upon the other party imposed, shall not constitute or be construed as a waiver or relinquishment of such party's right thereafter to enforce any such term, covenant, agreement or condition, but the same shall continue in full force and effect.

The titles identifying the several Articles of this lease are for the purpose of locating readily the various provisions of the lease, and are not to be construed as a part of the text of the lease.

*P. B. Zick  
to  
10/12/71*

## ARTICLE XX (continued)

If this lease is assigned by the Lessor to a Bank to secure an indebtedness of the Lessor to the Bank and such lending Bank shall give written notice to the Lessee of such assignment of this lease to such Bank, the Lessee agrees that at the same time that it gives any notice under the provisions of this lease to the Lessor it shall give the same notice to the Bank. If such notice requires any action on the part of the Lessor under the provisions of this lease, the Lessee agrees that the Bank shall have the same opportunity to take the action required on the part of the Lessor as is permitted under the terms of this lease to the Lessor. Any failure on the part of the Lessee to give such notice to the Bank, as well as the Lessor, shall have the same effect as if the Lessee had not given any notice hereunder. The date of the receipt of such notice by such Bank shall be the date from which periods of time provided in this lease shall be calculated as to the Bank.