

22. DAMAGE TO PREMISES

In the event that the improvements which are erected on said demised premises shall be damaged or destroyed by fire or other cause, then Lessor agrees that it will promptly commence repair or restoration, and during the period of repair or restoration the rental shall be abated during such period not to exceed 45 days at which time said rents will recommence under the terms of this instrument, said 45 days abatement period to begin upon receipt by Lessor of written notice from Lessee under the terms of Item 32 of this instrument.

23. WAIVER OF BREACH

It is hereby covenanted and agreed that no waiver of a breach of any of the covenants of this Lease Agreement shall be construed to be a waiver of any succeeding breach of the same or any other covenant.

24. COVENANTS RUN WITH LAND, ETC.

It is hereby covenanted and agreed between the parties hereto that all covenants, conditions, agreements, and undertakings in this Lease Agreement contained shall be taken, deemed and treated as covenants running with the land, and shall extend to and be binding upon the respective heirs, successors and assigns of the respective parties hereto (including any sublessee of Lessee), the same as if they were in every case named and expressed; also that the term "Lessor" and "Lessee" shall be construed in the singular or plural number according as they represent one or more than one person.

25. ATTORNEYS FEES

The Lessee covenants to pay all costs of collection, including reasonable attorney's fees, if all or any part of the rent reserved herein is collected after maturity and after expiration of the grace period provided for with respect to forfeiture in Article 18 with the aid of an attorney; also either the Lessor or the Lessee shall pay reasonable attorneys fees to the other party's attorney in the event it becomes necessary for the nondefaulting party to employ an attorney to force the defaulting party to comply with any of the other covenants, obligations or conditions imposed by this Lease Agreement on the respective parties.

If a final court decision is to the effect that the party charged is not in violation or default, then, in that event, such party shall not be required to pay attorneys' fees incurred by the charging party.

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