ARTICLE XVIII LANDLORD'S INTEREST NOT SUBJECT TO MECHANICS' LIEN

- 1. All persons to whom these presents may come are hereby put on notice of the fact that the Tenant shall never have the power to subject the interest of the Landlord in the Premises to any mechanics' or materialmen's liens or lien of any kind without the express and specific written consent of the Landlord.
- 2. The Tenant covenants and agrees with the Landlord that the Tenant will not permit or suffer to be filed or claimed against the interest of the Landlord in the demised Premises during the continuance of this Lease, any lien or claim of any kind as the result of Tenant's acts or failure to act and if such lien be claimed or filed, it shall be the duty of the Tenant to cause the Premises to be released from any such claim, either by payment or by the posting of bond or by the payment into the court of the amount necessary to relieve and release the Premises from such claim, or in any other manner which, as a matter of law will result in releasing the Landlord and the title of the Landlord from any such claim.

ARTICLE XIX UTILITY EASEMENTS

The Landlord shall have the right to grant easements in areas of the leased property for the installation of utilities, provided that the use of such easement areas for such purposes does not interfere substantially with the operation of the Tenant's business. In such event, the Tenant shall not be entitled to any compensation or abatement of rent.

ARTICLE XX MISCELLANEOUS

- 1. Time is of the essence of this Agreement.
- 2. "Landlord" as used in this Lease shall include the original Landlord, its assigns and successors in title to Premises; "Tenant" shall include the original Tenant, its successors in title, and shall include also Tenant's assignees and sub-lessees, if this Lease shall be validly assigned or sublet. "Landlord" and "Tenant" include male and female, singular and plural, corporation, partnership, or individual, as may fit the particular parties.
- 3. No waiver of a breach of any provision of this Lease shall be deemed a waiver of a succeeding breach of the same provision.
- 4. This Lease contains the entire agreement of the parties and no representation or agreements, oral or otherwise, between the parties not embodied herein shall be of any force or effect. No failure of Landlord to exercise any power given Landlord hereunder, or to insist upon strict compliance by Tenant of any obligation hereunder, and no custom or practice of the parties at variance with the terms hereof shall constitute a waiver of Landlord's right to demand exact compliance with the terms hereof.