

for the benefit of creditors, landlord shall have the same remedies as set forth under Section 10(A), et sequitur, above.

E. If this Lease or the interest of Tenant hereunder shall be transferred or assigned in a manner other than herein permitted, Landlord shall have the same remedies as set forth under Section 10(A), et sequitur, above.

11. ATTORNEYS' FEES; WAIVER OF JURY TRIAL.

A. In the event of any litigation, arbitration, mediation, action by legal counsel or collection effort arising in any manner hereunder (whether or not suit be brought), the prevailing party (or substantially prevailing party) shall be entitled to recover all court costs and reasonable attorneys' fees, including those arising from an appeal or a bankruptcy.

B. IN THE EVENT OF LITIGATION BETWEEN THE PARTIES, THE LANDLORD AND THE TENANT ACKNOWLEDGE AND AGREE, FREELY AND VOLUNTARILY, THAT THEY WILL REQUEST A TRIAL TO A JUDGE AND NOT A TRIAL TO A JURY.

C. Notwithstanding Section 11(A) hereinabove, the Tenant shall pay all of the Landlord's reasonable attorneys' fees and court costs incurred in any Tenant bankruptcy proceeding which shall include, but shall not be limited to, filing proofs of claim, actions to obtain relief of stay or secure adequate protection, meeting of creditors and any adversary action in bankruptcy, including appeals.

12. NOTICES. All notices or other communications required or permitted under the terms of this Lease shall be in writing and shall be deemed given upon: (i) hand delivery with a signed receipt, or (ii) one (1) day after deposit with a regularly operating national overnight express courier service, or (iii) four (4) days after deposit of same in the United States Certified Mail, Return Receipt Requested, first class postage and registration fees prepaid and correctly addressed to the parties at their respective addresses set out hereinabove or to such other address as any of the parties hereto may designate by notice as provided herein to the others. Refusal to accept or claim such notice or communication, as delineated in this Section, shall constitute "notice" for purposes of this Lease.

13. WAIVER OF SUBROGATION. Landlord and Tenant hereby waive and release any and all rights, claims, demands and causes of action each may have against the other on account of any loss or damage occasioned to Landlord or to Tenant (as the case may be), their respective businesses, real and personal properties, the Premises, the building in which the Premises are located, or its contents, arising from any risk or peril covered by any insurance policy carried by either party. Inasmuch as the above mutual waivers will preclude the assignment of any such claim by way of subrogation (or otherwise) to an insurance company (or any other person), each party hereby agrees immediately to give to its respective insurance companies written notice of the terms of such mutual waivers and to have their respective insurance policies properly endorsed, if necessary, to prevent the invalidation of such insurance coverages by reason of waivers.