

lease shall extend to and be binding upon the legal representatives, successors and assigns of the respective parties hereto, the same as if they were in every case named and expressed, and the same shall be construed as covenants running with the land, and wherever in this lease reference is made to either of the parties hereto, it shall be held to include and apply to legal representatives, successors and assigns of such party, the same as if in each and every case so expressed.

ARTICLE XXIII.

MISCELLANEOUS PROVISIONS

This lease shall not be assigned, nor shall the Lessee sublet the premises, or any part thereof, without the written consent of the Lessor, which consent will not be unreasonably or arbitrarily withheld, and in the event of any such assignment or subletting the Lessee shall remain bound to perform all the terms of said lease. In the event this lease is assigned under the terms and in the manner herein permitted, the assignee shall become liable directly to the Lessor herein to the same extent as to all things herein mentioned, without, however, relieving the Lessee of any liability, it being expressly understood that such liability shall continue. This provision shall not be waived except in writing.

The Lessee agrees that the leased premises are in condition satisfactory for the purposes contemplated, and the same are accepted without warranty or representation as to the condition thereof on the part of the Lessor.

It is further understood that in the event the Lessee is adjudged to be a bankrupt, or a receiver is appointed for it, and such bankruptcy or receivership is not vacated within ninety (90) days after adjudication or appointment of receiver, as the case may be, or in the event any assignee of the Lessee (should an assignment of this lease have been permitted in accordance with the terms thereof) be adjudged a bankrupt or a receiver