

the extent legally permissible, at the expense of the Lessee, cause this Lease, as the same may be amended, or a memorandum thereof, if effective under applicable law, to be recorded, registered or filed, and from time to time re-recorded, re-registered or refiled as may be permissible or necessary under applicable law.

ARTICLE XII

MISCELLANEOUS

§ 12.1. *Successors and Assigns.* This Lease and the respective covenants, provisions, terms, conditions, and agreements herein contained shall inure to the benefit of, and be binding upon, the successors and assigns of the parties hereto.

§ 12.2. *No Oral Change.* This Lease may not be changed orally, but only by an agreement in writing and signed by the party against whom enforcement of any waiver, change, modification, or discharge is sought.

§ 12.3. *No Warranty by Lessor.* Neither the Lessor nor anyone on his behalf has made any representations or promises with respect to the demised premises, except those contained herein. The taking possession of the demised premises by the Lessee shall be conclusive evidence that said premises were in good and satisfactory condition at the time possession was so taken.

§ 12.4. *No Merger.* There shall be no merger of this Lease or of the leasehold estate hereby created with the fee estate in the demised premises or any part thereof by reason that the same person may acquire or hold, directly or indirectly, this Lease or the leasehold estate hereby created or any interest in this Lease or in such leasehold estate as well as the fee estate in the demised premises or any interest in such fee estate.

§ 12.5. *Lessee Liable Despite Assignment or Sublease.* In the event of the assignment of this Lease by the Lessee, or in the event of any sublease, Atlantic Company shall remain liable for the full performance of all of the terms, covenants, agreements, stipulations and conditions hereof on its part to be performed during the Term of this Lease unless expressly released therefrom in writing by the Lessor.

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