

Section 12.02. Merger, Consolidation or Transfer of Assets
by Lessee. In the event Lessee shall merge or consolidate with any other corporation or transfer all or substantially all of its business and assets to another corporation, which in any such case succeeds to all or substantially all of the business and assets of Lessee, such successor corporation shall succeed to and be substituted for Lessee with the same effect as if it had been named herein as Lessee.

Section 12.03. Collection of Rent from Others no Release
of Lessee. If this Lease be assigned or transferred, or if the Leased Premises or any part thereof be sublet or occupied by anybody other than Lessee, Lessor may, after default by Lessee, collect rent from the assignee, transferee, subtenant, or similar occupant, and apply the net amount collected to the Basic Rent and any other amounts reserved hereunder, but no such assignment, transfer, subletting, occupancy or collection shall be deemed the acceptance of the assignee, transferee, subtenant or similar occupant as tenant, or a waiver or release of Lessee from the performance of the terms, covenants and conditions of this Lease to be performed by Lessee. Any violation of any provision of this Lease, whether by act or omission, by an assignee, transferee, subtenant, or similar occupant, shall be deemed a violation of such provision by Lessee, it being the intention of the parties hereto that Lessee shall assume and be liable to Lessor for all and any acts and omissions of any and all assignees, transferees, subtenants and similar occupants.

ARTICLE XIII

Performance of Lessee's Obligations by Lessor; Permitted Contests

Section 13.01. Performance of Lessee's Obligations by Lessor.
If Lessee at any time shall fail to make any payment or perform any act on its part to be made or performed under this Lease then, subject