

ARTICLE XVII
MISCELLANEOUS

1. Time is of the essence of this Agreement.

2. "Landlord" as used in this Lease shall include the original Landlord, his 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.

5. The covenants and conditions of this Lease Agreement shall run with the land and bind the parties hereto, their legal representative, heirs, successors and assigns.

6. This Lease Agreement may be executed in one or more counterparts, each of which shall be deemed an original, and said counterparts shall constitute but one and the same instrument which may sufficiently be evidenced by one counterpart.

7. Captions to and heading of the Articles, Sections, Subsections, Paragraphs or Subparagraphs of this Lease Agreement are solely for the convenience of the parties, are not a part of this Agreement, and shall not be used for the interpretation or determination of the validity of this Agreement or any provision hereof.

8. The words such as "herein," "hereinafter," "hereof" and "hereunder" refer to this Agreement as a whole and not merely to a subdivision in which such words appear unless the context otherwise requires. The singular shall include the plural, and the masculine gender shall include the feminine and neuter, and vice versa, unless the context otherwise requires. "Person" includes a natural person, partnership, corporation, association, trust or estate and the heirs, executors, administrators, legal representatives, successors and assigns of such Person where the context so admits.