

for damage to goods, wares, and merchandise and any and all other property, due to any cause whatsoever, except the sole negligence of Lessor during the term of this Lease or extension hereof, or any other holdover occupancy.

9. Surrender of Leased Premises. Lessee agrees to surrender the leased premises at the expiration or earlier termination of this Lease, or extension hereof, or any other holdover occupancy, in as good condition as when the leased premises were delivered to Lessee, ordinary wear, tear and damage or loss by the elements, fire, casualty, or any of the perils comprehended by the standard extended coverage insurance clause excepted. All other damages must be paid for.

10. Holdover. Should Lessee hold over the leased premises or any part thereof after the expiration of the term of this Lease, unless otherwise agreed in writing, such holding over shall constitute a tenancy from month to month only, and Lessee shall pay monthly rental equal to the monthly rental in effect immediately preceding the expiration of the preceding term hereof, payable in advance, but otherwise on the same terms and conditions as herein provided.

11. Waiver of Covenants. It is agreed that the waiving of any of the covenants of this Lease by either party shall be limited to the particular instance and shall not be deemed to waive any other breaches of such covenant or any provision contained herein.

12. Default Except Rent. If Lessee shall default in the fulfillment of any of the covenants and conditions hereof, except default in the payment of rent, Lessor may, at Lessor's option, after fifteen (15) days prior written notice to Lessee, make performance for Lessee and, for that purpose, advance such amounts as may be necessary. Any amounts so advanced, or any expense incurred or sum of money paid by Lessor by reason of the failure of Lessee to comply with any covenant, agreement, obligation, or provisions of this Lease or in defending any action to which Lessor may be subjected by reason of any such failure shall be deemed to be additional rental for the leased premises and shall be due and payable to Lessor on demand. The acceptance by Lessor of any monthly installment of rental hereunder shall not be a waiver of any other rental hereunder then due.

If Lessee shall default in fulfillment of any of the

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