occupancy, sublet all or any part of the Leased Premises or assign this Lease, either with the consent of Landlord then and in such event, it is hereby mutually agreed that Tenant shall nevertheless remain primarily liable under all of the terms, covenants and conditions of this Lease. If this Lease be assigned, or if the Leased Premises or any part thereof be subleased or occupied by anybody other than Tenant, Tenant may collect from the assignee, subtenant or occupant all rental or other charges herein reserved, but such collection by Landlord shall not be deemed an acceptance of the assignee, subtenant or occupant as a tenant nor a release of Tenant from the performance by Tenant of Tenant's obligations under this Lease.

- 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 Tenant, 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.
- 16. <u>Holdover</u>. Should Tenant 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 Tenant 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.
- 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 herein contained.