

out of Lessee's occupancy and/or use of the leased premises, during the term of this Lease or extension hereof, or any other holdover occupancy.

Lessee further agrees to indemnify Lessor against, and to defend and hold Lessor free and harmless from, any and all claims of any kind or nature arising from Lessee's use of the lease premises during the term of this Lease or any extension hereof, or any other holdover occupancy, and Lessee hereby waives all claims against Lessor 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.

13. 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.

14. 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.

15. 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 herein contained.

16. Quiet Enjoyment. If and so long as Lessee pays the rentals reserved by this Lease and performs and observes all the

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