

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 montly 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 herein contained.

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 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 covenants or conditions of this Lease (other than the covenants for the payment of rental or other amounts) and any such default shall continue for a period of fifteen (15) days after written notice from Lessor to Lessee, the Lessor may, at Lessor's option, terminate this Lease by giving Lessee notice of such termination and, thereupon, this Lease shall expire as fully and completely as if that day were the date definitely fixed for the expiration of the term of this Lease, and Lessee shall then quit and surrender the leased premises, provided, however, if any such default required more than fifteen (15) days to remedy and Lessee is proceeding to cure such default, Lessor shall not be entitled to terminate this Lease on account of such default unless Lessee fails to commence curing such default promptly and/or fails to prosecute the curing of such default to completion diligently.

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