

12) Liability For Damage; Indemnification. Lessee agrees to indemnify Lessor against, and to defend and hold Lessor free and harmless from, any and all claims due to injury of persons (unless caused by the sole negligence of Lessor) arising out of Lessee's occupancy and/or use of the leased premises, during the terms of this lease or extension thereof, 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 premises during the terms 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 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) Assigning and Subletting. Lessee may sublet the leased premises or any part thereof with the prior written consent of Lessor. Any transfer of this lease from Lessee, by merger, consolidation, liquidation, or otherwise by operation of law shall constitute an assignment for the purpose of this lease and shall require written notice to Lessor. In event that Lessee shall at any time, during the term of this lease or any renewal or extension thereof, or any other holdover occupancy, sublet all or any part of the leased premises or assign this Lease, it is mutually agreed that Lessee shall nevertheless remain primarily liable under all the terms, covenants, and conditions of this lease. If this be assigned, or if the leased premises or any part thereof be subleased or occupied by anyone than Lessee, Lessor may collect from the assignee, sublessee, or occupant all rental or other charges herein reserved, but such collection by Lessor shall not release the Lessee from the performance by Lessee of Lessee's obligations under this lease.

14) Surrender of Leased Premises. Lessee agrees to surrender the leased premises at the expiration or earlier termination of this lease, or extension *SA*

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