

the Lease without notice and take possession of the premises.

(9) If prior to its expiration date the Lease shall be terminated under any of the terms hereof, the Lessor shall be entitled to collect the rental up to the time of his retaking of possession of said premises pursuant to such termination.

(10) In the event the Lessee shall continue to remain in and occupy the leased premises after the expiration of the term of the Lease, such holding over shall not in any way be construed as a renewal or extension of the term of the Lease, but such holding over shall constitute a tenancy from month to month only, and subject to all of the covenants and conditions of the Lease, other than those relating to the term hereof.

(11) No waiver of any default in the covenants and agreements of the Lessee as herein contained shall constitute a waiver of any succeeding default in the same or any other covenant or agreement.

(12) Provided the rent and any other sums which may be due hereunder from the Lessee have been paid, nothing herein contained shall be construed to prevent the removal by the Lessee, upon termination of the Lease or prior thereto, of any "trade fixtures" which the Lessee may from time to time place or install in said premises, provided that in removing said fixtures, the Lessee shall restore any damage caused by such removal and shall replace any

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