- (10) If prior to its expiration date, this lease shall be ter insted 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.
- (11) In the event the Lessee shall continue to remain in and occupy the leased premises after the expiration of the torm of this lease, such holding over shall not in any way be construed as a renewal or extension of the term of this lease, but such holding over shall constitute a tenancy from month to month only, and subject to all of the covenants and conditions of this lease, other than those relating to the term hereof.
- (12) 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.
- (13) 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
 this 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 of the fixtures of the Lessor
 which the Lessee may have removed in order to install said fixtures.
- (1)4) At any time during the term hereof, the Lessee shall have the option to purchase the leased premises at a price of \$33,000.00 plus an additional sum of \$500.00 for each lease year or fractional part thereof that the term hereof has elapsed, but in no event shall said additional sum be less than \$1,500.00. A lease year shall run from August 15 of any year through August 14 of the succeeding year and no rent paid under the terms hereof shall be applied against said purchase price. If the Lessee shall purchase the premises pursuant to