

No Estate
in Land

24. This contract shall create the relationship of Landlord and Tenant between Lessor and Lessee; no estate shall pass out of Lessor; Lessee has only a usufruct, not subject to levy and sale, and not assignable by Lessee except as provided in Paragraph 17 hereof.

Holding
Over

25. If Lessee remains in possession of premises after expiration of the term hereof, with Lessor's acquiescence and without any express agreement of parties, Lessee shall be a tenant at will at rental rate in effect at end of lease; and there will be no renewal of this lease by operation of law.

Attorney's
Fee and
Homestead

26. If any rent owing under this lease is collected by or through an attorney at law, Lessee agrees to pay ten percent (10%) thereof as attorneys' fees. Lessee waives all homestead rights and exemptions which he may have under any law as against any obligation owing under this lease. Lessee hereby assigns to Lessor his homestead and exemption.

Rights
Cumulative

27. All rights, powers and privileges conferred hereunder upon parties hereto shall be cumulative but not restrictive to those given by law.

Service of
Notice

28. Lessee hereby appoints as his agent to receive service of all dispossessory or distraint proceedings and notices thereunder, and all notices required under this lease, the person in charge of leased premises at the time, or occupying said premises, and if no person is in charge of, or occupying said premises, then such service or notice may be made by attaching the same on the main entrance of said premises. A copy of all notices under this lease shall also be sent to Lessee's last known address, if different from said premises.

Waiver of
Rights

29. No failure of Lessor to exercise any power given Lessor hereunder, or to insist upon strict compliance by Lessee with his obligation hereunder, and no custom or practice of the parties at variance with the terms hereof shall constitute a waiver of Lessor's right to demand exact compliance with the terms hereof.

Time of
Essence

30. Time is of the essence of this agreement.

Lessor-
Agent
Conditions

31. Lessor agrees to pay to Land Lease Corporation, Spartanburg, South Carolina, Agent, as compensation for its service rendered in procuring this lease, 5% of all rentals thereafter paid by Lessee under this lease. Lessor agrees that if this lease is extended, or if any new lease is entered into between Lessor and Lessee covering leased premises, or any part thereof, then in either of said events, Lessor in consideration of Agent's having procured Lessee hereunder, agrees to pay to Agent 5% of all rentals paid to Lessor by Lessee under extension or new lease. Agent agrees in the event Lessor sells leased premises that upon Lessor furnishing Agent with an agreement signed by Purchaser, assuming Lessor's obligations to Agent under this lease, Agent will release original Lessor from any further obligations to Agent hereunder. Lessee agrees that if this lease is assigned by him he will secure from Assignee an agreement in writing by Assignee recognizing obligation to Agent, and agreeing to pay rental to Agent herein named during period covered by Lease, any extensions thereof and any new lease between Lessor and Lessee. Agent is named as a party to this contract solely for the purpose of enforcing its rights under this paragraph and it is understood by all parties hereto that Agent is acting solely in the capacity as agent for Lessor to whom Lessee must look in regard to all covenants, agreements and warranties herein contained and that Agent shall not be liable to Lessee in regard to any matter which may arise by virtue of this lease.