tenancy may be terminated by either party upon the giving of thirty (30) days notice in writing to the other party.

## Section 10.02. Delivery of Possession at Termination.

At the expiration of the term of this Lease Tenant shall deliver unto Landlord the possession of the Leased Premises, clears of all persons, goods and things not properly belonging to the same, and in as good order and condition as the same were when received, destruction or damage by fire, storm, act of God, or other casualty, and ordinary wear and tear excepted.

# Section 10.03. Default by Tenant.

Any one or more of the following enumerated events is to be deemed and hereafter referred to as a "Default", to-wit:

- (a) If the rental or any other charge payable hereunder shall be unpaid on the date payment is required by the terms hereof and shall remain so for a period of fifteen (15) days after Landlord gives Tenant notice of such default, or
- (b) If Tenant fails to perform any of the other terms, conditions or covenants of this Lease to be observed and performed by Tenant for more than thirty (30) days after Landlord gives Tenant notice of such default (it being agreed that if such default cannot be cured within said thirty (30) day period and Tenant commences rectification thereof within such thirty (30) day period and completes the same with due diligence, such default shall be deemed rectified within such thirty (30) day period).

## Section 10.04. Right of Re-entry or to Declare Full Rental Due.

In the event of a default as described in Section 10.03 preceding, then Landlord, besides any other right or remedies it may have, may at Landlord's option, (a) declare the full rental for the entire term immediately due and payable without prejudice to the other remedies in law or in equity available to Landlord, or (b) have the immediate right to re-enter and take possession of the demised premises forthwith and thenceforth hold the same with full right of Landlord to recover from Tenant all past due rents and any and all damages, including attorney's fees, caused Landlord as a result of said default. Landlord on re-entry may remove all persons and property from the Leased Premises and may store such property in a public warehouse or elsewhere at the cost and for the account of the Tenant. In addition to the rights set forth in this paragraph, Landlord shall also have all other rights and remedies which may be available under the laws of the State of South Carolina.

#### Section 10.05. Right to Relet.

Should Tenant default as set out in Section 10.03, Landlord may elect to re-enter the Leased Premises and attempt to relet same, and Landlord's only responsibility shall be to offer the premises for rent and make the usual and customary efforts to relet same and hold Tenant liable for any deficiency between the amount of rental received, if any, and the amount which the Tenant is obligated to pay under this Lease and for any other damages suffered by Landlord.

#### Section 10.06. Right to Terminate.

In addition to her right to re-enter and relet the premises, Landlord may elect, upon a default, to immediately terminate this Lease Agreement, in which event same shall be