

18. If the lessee shall hold over, after expiration of the term hereby created, with consent of lessor, it shall be deemed a renewal and extension of this lease, and of all the conditions and agreements contained and shall be extended as a tenancy from month to month until this lease is terminated by either party giving to the other not less than thirty (30) days notice of termination prior to the end of any month.

19. Failure of lessor to insist on the strict performance of the terms, agreements and conditions herein contained, or any of them, shall not constitute or be construed as a waiver or relinquishment of lessor's right thereafter to enforce any such term, agreement or condition, but the same shall continue in full force and effect.

20. Lessor shall not be liable for any damage to persons or property occurring or arising on premises from any cause whatever.

#### B. Agreements of Lessor

Lessor, in consideration of the agreements of lessee set forth above, agrees as follows:

1. To keep leased building in good repair.
2. Lessee may make such alterations, additions, or improvements in such parts of building as he deems necessary for his purposes, provided, however, written consent of lessor is first obtained.
3. All fixtures erected in or attached to premises by lessee may be removed by lessee at the termination of this lease, provided (a) lessee shall not then be in default in the performance of any of his agreements herein, (b) that such removal shall not permanently injure the building, and (c) that removal shall be made before the expiration of this lease or any extension thereof.

#### C. Mutual Agreements of Lessor and Lessee

1. If during the term of this lease the premises shall be destroyed by fire, the elements, or any other cause, this lease shall cease and become null and void from date of such damage or destruction and lessee shall immediately surrender premises to lessor and shall pay rent only to time of such surrender. If premises shall be damaged by fire or other cause so as to be capable of being repaired within a reasonable time, lessor shall have the option to repair the same and during time that repairs are being made lessor shall remit to lessee a just and fair portion of rent according to nature of damage sustained and according to extent that lessee is deprived of use of premises.
2. If default be made in the payment of the rent above reserved, or any part thereof or in any of the agreements herein contained, to be kept by lessee, it shall be lawful for, and lessee hereby requests lessor without notice, to declare said term ended, and to reenter premises or any part thereof, either with or without process of law, and lessee or any other person or persons occupying the same, to expel, remove and put out using such force as may be deemed necessary in so doing, and premises again to repossess and enjoy as in his first estate; and in order to enforce a forfeiture of this lease for default in any of its conditions it shall not be necessary to make demand or notice from lessor of his election to declare this lease at an end or of declaring it so to be; but the fact of nonperformance of any of the agreements of this lease, shall in itself at election of lessor, without notice or demand, constitute a forfeiture of lease, and at any and all times after such default, lessee shall be deemed guilty of a forcible detainer of said premises and all notices required by any statute of the state of South Carolina, or otherwise are hereby waived.
3. Notices and demands by either lessor or lessee may be given by registered mail with prepaid postage addressed to lessor at 303 South Main Street, Travelers Rest, South Carolina, or to lessee at 305-307 South Main Street, Travelers Rest, South Carolina, subject to the right of either the lessor or lessee to designate by notice in writing a new address to which said notices or demands must be sent.

W.E.T.  
C.H.C.  
J.A.O.  
R.C.D.