

Attorney's
Fee and
Homestead

30. 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

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

Service of
Notice

32. 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

33. 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

34. Time is of the essence of this agreement.

Lessor-
Agent
Conditions

35. Lessor agrees to pay to The Furman Company, Greenville, South Carolina, Agent, as compensation for its service rendered in procuring this lease, 5% of all rentals thereafter paid by Lessee under this 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. 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.

Definitions

36. "Lessor" as used in this lease shall include first party, his heirs, representatives, assigns, and successors in title to premises. "Lessee" shall include second party, his heirs and representatives, and if this lease shall be validly assigned or sublet, shall include also Lessee's assignees or sublessees, as to premises covered by such assignment or sublease. "Agent" shall include third party, its successors, assigns, heirs and representatives. "Lessor", "Lessee", and "Agent", include male and female, singular and plural, corporation, partnership or individual, as may fit the particular parties.

Captions

37. The captions or headings of paragraphs in this lease are inserted for convenience only, and shall not be considered in construing the provisions hereof if any questions of intent should arise.

Force
Majeure

38. Landlord or Tenant shall not be required to perform any term, condition, or covenant in this lease so long as such performance is delayed or prevented by force majeure, which shall mean Acts of God.