

Holding Over

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

Attorney's Fees and Homestead

25. If any rent owing under this lease is collected by or through an attorney at law, Tenant agrees to pay ten per cent (10%) thereof as attorney's fees. Tenant waives all homestead rights and exemptions which it may have under any law as against any obligation owing under this lease. Tenant hereby assigns to Landlord its homestead an exemption.

Rights Cumulative

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

Service of Notice

27. Tenant hereby appoints as its 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 to said premises. A copy of all notices under this lease shall also be sent to Tenant's last known address, if different from said premises.

Waiver of Rights

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

Time of Essence

29. Time is of the essence of this agreement.

Definitions

30. "Landlord" as used in this lease shall include first party, her heirs, representatives, assigns and successors in title to premises.

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