

Lessor shall bring suit to recover any rent due hereunder, or for breach of any provision of this lease, or to recover possession of the leased premises, or if Lessee shall bring any action for any relief against Lessor, declaratory or otherwise, arising out of this lease, the prevailing party shall have and recover against the other party, in addition to the costs allowed by law, such sums as the court may adjudge to be a reasonable attorney's fee. In the event Lessee defaults in the payment of rental, Lessee agrees to pay for the cost of any collection agency, or attorney employed by Lessor. In the event of default for nonpayment of rent, the Lessee shall only agree to pay reasonable attorney's fees and reasonable collection costs.

XXVII. NON-WAIVER OF BREACH

The failure of Lessor to insist upon strict performance of any of the covenants and agreements of this lease, or to exercise any option herein conferred in any one or more instances, shall not be construed to be a waiver or relinquishment of any such, or any other covenants or agreements, but the same shall be and remain in full force and effect.

XXVIII. HOLDOVER

If Lessee shall, with or without the written consent of Lessor, hold over after the expiration of the term of this lease, such tenancy shall be for a period of time on a month-to-month tenancy, which tenancy may be terminated as provided by the laws of the State of S. Carolina. During such tenancy, Lessee agrees to pay to Lessor the same rate of rental as set forth herein, unless a different ratio is agreed upon, and to be bound by all of the terms, covenants, and conditions as herein specified, so far as applicable.

XXIX. DEFAULT AND RE-ENTRY

If Lessee shall violate or default in any of the covenants and agreements herein contained, then Lessor may cancel this Lease upon giving the notice required by the laws of the State of S. Carolina and re-enter upon said premises, but notwithstanding such re-entry by Lessor, the liability of Lessee for the rent provided for herein shall not be extinguished for the balance of the term of this Lease and Lessee covenants and agrees to make good to Lessor any deficiency arising from a re-entry and reletting of the premises at a lesser rental than herein agreed to. Lessee shall pay such deficiency each month as the amount thereof is ascertained by Lessor. In case of such re-entry, Lessor may relet the premises upon the best terms obtainable and for a term which expires either before or after the expiration date of this Lease.

XXX. HEIRS AND SUCCESSORS

Subject to the provisions hereof pertaining to assignment and subletting, the covenants and agreements of this Lease shall be binding upon the heirs, legal representatives, successors and assigns of any or all of the parties hereto.

XXXI. RIDERS

The riders, if any, attached hereto are made a part of this lease by reference.

XXXII. TERMS

The terms "Lessor" and "Lessee" shall include the plural. All terms used in the singular shall apply to the plural or as the context requires.