

TIME OF ESSENCE

27. Time is of the essence of this Lease, and all provisions herein relating thereto shall be strictly construed.

MISCELLANEOUS

28. The captions of this Lease are for convenience only and are not to be construed as part of this Lease and shall not be construed as defining or limited in any way the scope or intent of the provisions hereof.

ENFORCEABLE PROVISIONS TO SURVIVE

29. If any term or provision of this Lease shall to any extent be held invalid or unenforceable, the remaining terms and provisions of this Lease shall not be affected thereby, but each term and provision of this Lease shall be valid and be enforced to the fullest extent permitted by law.

LAW OF SOUTH CAROLINA

30. This Lease shall be construed and enforced in accordance with the laws of the State of South Carolina.

REMEDIES TO BE CUMULATIVE

31. No remedy herein or otherwise conferred upon or reserved to Lessor, shall be considered exclusive of any other remedy, but the same shall be cumulative and shall be in addition to every other remedy given hereunder now or hereafter existing at law or in equity or by statute, and every power and remedy given by this Lease or Lessor may be exercised from time to time and as often as occasion may arise or as may be deemed expedient. No delay or omission of Lessor to exercise any right or power arising from any default, shall impair any such right or power or shall be construed to be a waiver of any such default or an acquiescence therein.

IN WITNESS WHEREOF, the parties have set their Hands and Seals, thereby binding themselves, their respective successors and assigns to the faithful performance of this agreement.

In the Presence of:

T. WALTER BRASHIER - LESSOR

James C. Smith  
Michael S. Hill

T. Walter Brasher

DAVID N LTD., a South Carolina Corporation - LESSEE

James C. Smith  
Michael S. Hill

By: Allen [Signature]  
Title: President

11 E 5 5 5

1328-RV-21