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It is mutually agreed that if Tenant shall hold over and continue in possession of the leased premises after the expiration of the term of this Lease without any written agreement as to such possession, and Landlord shall acquiesce therein by the acceptance of an additional monthly installment or installments of rental, then Tenant shall be regarded as a Tenant from month to month at a monthly rental, payable in advance, equivalent to the last monthly installment hereunder, and subject to all other terms and provisions of this Lease. Such tenancy may be terminated by either party upon the giving of thirty (30) days notice in writing to the other party.

## Section 10.02. Delivery of Possession at Termination

At the expiration of the term of this Lease Tenant shall deliver unto the Landlord the possession of the leased premises, cleared of all persons, goods and things not properly belonging to the same, and in as good order and condition as the same were when received, destruction or damage by fire, storm, act of God, or other casualty, and ordinary wear and tear excepted.

## Section 10.03. Default by Tenant

Any one or more of the following enumerated events is to be deemed and hereafter referred to as a "Default", to-wit:

- (a) If the rental of any other charge payable hereunder shall be unpaid on the date payment is required by the terms hereof and shall remain so for a period of fifteen (15) days after Landlord gives Tenant notice of such default, or
- (b) If Tenant fails to perform any of the other terms, conditions or covenants of this Lease to be observed and performed by Tenant for more than thirty (30) days after Landlord gives Tenant notice of such default (it being agreed that if such default cannot be cured within said thirty (30) day period and Tenant commences the rectification thereof within such thirty (30) day period and completes the same with due diligence, such default shall be deemed rectified within such thirty (30) day period).

## Section 10.04. Right of Re-entry or to Declare Full Rental Due

In the event of a default as described in Section 10.03 preceding, then Landlord, besides any other right or remedies it may have, may at Landlord's option, (a) declare the full rental for the entire term immediately due and payable without prejudice to any other remedies in law or in equity available to Landlord, or (b) have the immediate right to re-enter and take possession of the demised premises forthwith and thenceforth hold the same with full right Landlord to recover from Tenant all past due rents and any and all damages, including attorney's fees, caused Landlord as a result of said default. Landlord on re-entry may remove all persons and property from the leased premises and may store such property in a public warehouse or elsewhere at the cost and for the account of the Tenant. In addition to the rights set forth in this paragraph, Landlord shall also have all other rights and remedies which may be available under the laws of the State of South Carolina.

## Section 10.05. Right to Relet

Should Tenant default as set out in Section 10.03, Landlord may elect to re-enter the leased premises and attempt to relet same, and the Landlord's only responsibility shall be to offer the premises for rent and make the usual and customary efforts to relet same and hold Tenant liable for any deficiency between the