

and conditions of this Lease by Landlord or Tenant, the party prevailing in such litigation shall be entitled in addition to such other relief as may be determined by the court in such litigation, reasonable attorneys' fees and reimbursement of all costs and expenses of such litigation. Each party hereby waives trial by jury as to any and all such litigation.

(i) Time is of the essence in performance of all terms and provisions of this Lease.

(j) If Tenant shall make any default or defaults under this Lease, Landlord may at its election without waiving any claim for breach of agreement, cure such default or defaults for the account of Tenant. The cost to Landlord thereof shall be due and payable on demand and shall be deemed a reimbursement hereunder, payment of which shall be enforceable as rent or as other monies due Landlord, and shall be added to the installment of rent next accruing, or any subsequent installment of rent, at the election of Landlord. Landlord shall not be responsible to Tenant for any loss or damage resulting in any manner by reason of its undertaking and acts in accordance with the provisions of this Lease.

(k) The failure of Landlord to insist in any one or more instances upon the strict performance of any of the covenants or agreements in this Lease, or to exercise any option herein contained, shall not be construed as a waiver or a relinquishment for the future of such covenant, agreement, or option, but the same shall continue and remain in full force and effect. The receipt by Landlord of rent or any other money due hereunder with knowledge of the breach of any covenant or agreement hereof by Tenant shall not be deemed a waiver of such each and no waiver by Landlord of any provision hereof shall be deemed to have made unless expressed in writing and signed by Landlord.

IN WITNESS WHEREOF, and intending that this Lease bound hereby, Landlord and Tenant have executed this Lease effective the dated first stated above.

LOWNDES COUNTY, GEORGIA

By: _____
Bill Slaughter
Chairman

SECOND HARVEST OF SOUTH GEORGIA, INC.

By: _____
Franklin J. Richards, II
Chief Executive Officer