

accrued when it shall accrue on any mortgage or mortgages that are a lien on the premises, the said Lessee shall have the sole right and privilege of paying such taxes, municipal dues or mortgage interests and installments, for account of Lessor, and apply such payment or payments in liquidation of all rent due Lessor hereunder, and such payment or payments shall be in full discharge of so much of the rent hereunder by Lessor to Lessee as will cover such payment or payments or term with the legal by giving Lessor notice thereof in writing, whereupon all rights hereunder shall cease and determine. Provided, nevertheless, that any such tax shall be paid to the order of the proper local authorities.

The Lessee agrees that it ^{will} pay said rent at the time and in the manner aforesaid, and that in case of its failure to pay the same within fifteen days after the receipt by the Lessor at its office, 31st National Bank Building, Charlotte North Carolina, of a written demand from the Lessor for said rent or in case of the failure to perform all the covenants and agreements contained in this lease on the part of the Lessee to be kept and performed, the said Lessor shall be at liberty to enter upon said premises and declare this lease at an end and to take immediate possession of said premises.

The Lessee may equip said premises in a manner satisfactory to itself.

The Lessee agrees that at the expiration or sooner termination of this lease, it will quietly and peaceably surrender up possession of said premises to Lessor.

The Lessor agrees to allow the Lessee to make such alterations, additions, repairs or replacements to Lessee's equip. and to said premises as said Lessee may deem advisable or necessary from time to time.

The Lessor agrees that the Lessee may assign this lease or sublet the whole or any part of said premises without the consent of the Lessor the Lessee remaining at all times liable for the fulfillment of the covenants of said lease.

The Lessor agrees that the Lessee may remove from said premises at the expiration or sooner termination of this lease, or within fifteen (15) days thereafter any tanks, pumps or equipment which have heretofore or may hereafter be installed on, under or upon said premises by the Lessee. Provided, however, that after the removal of said tanks, pumps or equipment the Lessee shall leave the premises in good order and repair.

It is mutually agreed between the Lessor and the Lessee that in case said premises shall be damaged by fire or other unavoidable casualty so that the same shall be unfit for occupation and use, a just abatement of the rent shall be made until the same shall be repaired by the Lessor. Provided, however, that if the Lessor shall neglect to repair the same, then the Lessee shall have the option of making such repairs, or in building in a manner satisfactory to itself, or declare this lease terminated at the time.