

named in this lease to be paid shall cease until such time as the property is again put into satisfactory condition for occupancy, which shall be done at the expense of Lessor, and which said Lessor agrees to do forthwith after said premises have been rendered unfit for use or occupancy, as aforesaid. If, for any reason, the said premises are not fully and completely restored and again ready for occupancy within ninety (90) days, Lessee may, at its option, cancel this agreement and everything herein contained.

9. That all notices given under this agreement shall be in writing, forwarded by registered mail to the Lessor, directed to the last address where rent was paid, or to the Lessee addressed to it at its general offices in the City of Charlotte, North Carolina. The date of service of any such notice shall be the date on which such notice is deposited in a United States Post Office.

10. In the event it shall be or become unlawful to sell, store or handle gasoline or other petroleum products on the said premises, or to erect, operate or maintain thereon equipment necessary or convenient for the sale, storage or handling thereof, Lessee shall not be obligated to pay any further rental for said premises until such condition ceases to exist.

11. All other agreements of lease, if any, between the parties hereto, or their predecessors, covering the above described property, are hereby declared satisfied, terminated and superseded by this agreement, as of the beginning date of the original term hereof.

12. This agreement is executed in duplicate, and each duplicate, it is agreed, shall be original evidence of the contract, and further, that this agreement shall not become binding upon Lessee until same has been executed by a duly authorized officer of Lessee and a properly executed copy hereof delivered to Lessor, and further, that until same is executed by a duly authorized officer of Lessee and a copy hereof delivered to Lessor, as aforesaid, that this agreement shall be considered merely a proposal from Lessor to Lessee to lease the premises above described, upon the terms stated, subject to Lessee either accepting or rejecting same.

13. A past performance of this contract by either Lessor or Lessee prior to execution hereof by all parties, shall bind the parties only to the extent of such performance - in the event Lessee declines to enter into this proposed agreement; and should Lessee enter into this proposed agreement, its terms cannot thereafter be varied, except by means of a written instrument executed by Lessor and a duly authorized officer of Lessee.