

Should there be a mortgage or other lien upon the leased premises, prior to this Lease Agreement, or should any title dispute arise against the same during the term of this lease, Lessee should fail to enter on pay such prior liens as to be promptly repaid and when they shall be and be due and payable, Lessee shall have the right at its option either to purchase or pay the same, and apply the same due proceeds against the amount so paid out, until lease is fully redeemed, without prejudice to other legal remedies, Lessee acquiring all the rights of the holder of such claims by the payment thereof; or terminate this lease agreement and every thing herein contained, without allowance, and remove and remove any property and equipment from the premises, it being stipulated and agreed that the buildings above shall become a part of the leased premises, and that any property attached to the buildings or embedded in the ground, be it of whatever kind or nature shall be and remain personal property and removable.

3. This lease shall automatically renew itself from year to year after the original term hereof, on the same terms and conditions, and yet to the right of either party to terminate this lease at the expiration hereof; or to terminate any renewal hereof at its expiration, by giving the other party, on not less than 90 days written notice, prior to the expiration of the period then in effect.

5. No failure of Lessee to perform any covenant hereof shall work a default or forfeiture unless same shall continue for thirty (30) days after written notice to Lessee specifying the alleged default.

The conditions of the Agreement herein provided to be kept and performed by Lessee, Lessee covenants and agrees as follows:

6. No payment for said premises as above provided (if title of lessor is by lease or otherwise than absolute ownership, nothing herein contained shall be construed as obligation of Lessee for any rent or other charge on account of such leased lease or other instrument of title). Lessee shall have the right and privilege of returning and applying any and all rentals or sums due and under this lease to any indebtedness that may be due said lessor by the Lessee.

7. At the expiration of this lease or any extension thereof, Lessee will deliver to the lessor, or other than the property and equipment which Lessee has the right to remove, subject to conditions as at the effective date hereof, ordinary use, wear and tear or excepted.

It is mutually agreed between the parties: 8. That in the event the premises herein described and leased shall be rendered unfit for occupancy by fire or storm, or any other cause, the rental promised in this lease to be paid shall cease until such time as the property is again put in satisfactory condition for occupancy, which shall be done at the expense of lessor, and which expense Lessee agrees to so 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, compel this agreement and every thing 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