

located in the ground of property owned by the Lessor on the South side of Rhett Street and which tank is connected with the boiler presently situate on the demised premises. It is understood and agreed that the Lessee shall have the right to maintain its tank in its present location with the right to go in and upon said property of the Lessor for the purpose of filling said tank and making necessary repairs for and during the term of this lease or for and during the life of said tank, whichever is less; provided, however, that should the Lessor at any time during the term of this lease desire the removal of said tank he shall move said tank at his sole expense and shall provide the Lessee with other space for the use of said tank. The Lessee shall have the right to remove, at its sole expense, said tank from the property of the Lessor upon termination of the lease.

12. The Lessee agrees to make no repairs, improvements or alterations to the premises and building of a structural nature without first having obtained the written consent of the Lessor, and upon obtaining said written consent, said repairs, improvements and alterations shall be done at the sole expense of the Lessee except as provided in paragraphs seven (7), eight (8) and nine (9) herein.

13. (a) Should the leased premises or any substantial part of said leased premises or building, be destroyed or so damaged by fire or other casualty to an extent of less than fifty (50) percent of the value thereof, the Lessor shall repair, restore and make fit for occupancy and use the demised premises for the Lessee within a reasonable time thereafter and the rent, or a fair and just proportion thereof, according to the nature and extent of the damages, shall be suspended and cease to be payable until the premises or building is repaired, restored and made fit for occupancy and use. In the event of such fire or other casualty, the obligations of the Lessee with regard to the