

STATE OF NORTH CAROLINA
COUNTY OF MECKLENBURG

THIS INDENTURE made and entered into this 1st day of January, 1942, by and between CONGER REALTY COMPANY, a North Carolina corporation, with its principal place of business in the City of Charlotte, North Carolina, hereinafter referred to as the Lessor, and HORTON MOTOR LINES, INCORPORATED, a North Carolina corporation, with its principal place of business in the City of Charlotte, North Carolina, hereinafter referred to as the Lessee,

W I T N E S S E T H:

That the Lessor, as sole owner, hereby demises and leases to the Lessee, and the said Lessee hereby leases that certain lot of land and the buildings located thereon, known as the Horton Motor Lines, Incorporated office and Greenville freight terminal building, located at the corner of Ackley Street and the Laurens Road, near the City of Greenville, South Carolina, and more particularly described as follows:

Being at the Northwest corner of Ackley Street and the Laurens Road, near the City of Greenville, being the Southeast portion of Tract No. 1 as shown on plat recorded in the R. M. C. Office for Greenville County, S. C., in Plat Book H, at Page 227, and having, according to survey of property of Conger Realty Company made by Dalton & Neves, Engineers, in May, 1941, the following metes and bounds:

BEGINNING at an iron pin at the northwest corner of Ackley Street and Laurens Road, and running thence with the northern side of Ackley Street, S. 64-35 W. 514.7 feet to an iron pin, corner of Lot No. 10 of other property of L. L. Bates, and running thence with the line of said lot and continuing N. 28-25 W. 250 feet to an iron pin; thence continuing with the line of other property of L. L. Bates, N. 64-35 E. 381 feet to an iron pin; thence continuing in the same direction approximately 1 foot to the edge of the concrete sidewalk on the Laurens Road; thence with the edge of said sidewalk, S. 55-30 E. 288.7 feet to a point on Ackley Street; thence with Ackley Street approximately 1 foot to an iron pin at the beginning corner; subject, however, to the right of way of the State Highway Department of South Carolina over a 9 foot strip adjoining the concrete sidewalk on the Laurens Road.

1. The term of said lease shall be for a period of five years to commence on January 1, 1942, and to extend to January 1, 1947; the Lessee to have an option for five addition years upon the same terms and conditions, provided it shall give to the Lessor, three months before the expiration of the term hereinbefore referred to, written notice of its intention to exercise said option.

2. The Lessee shall pay to the Lessor a monthly rental of Fifteen Hundred Dollars (\$1500.00), said rent to be payable in advance, on the first day of each and every month during the term of this lease.

3. The Lessee will not assign this lease, or any part thereof, or let or sub-let the said premises, or any part thereof, without written consent of the Lessor, but such consent shall not be unreasonably withheld. The said Lessee shall not use the said premises, or any part thereof, for any purposes deemed extra-hazardous on account of fire, or contrary to the law or good morals, or to the City ordinances and regulations.

4. If the buildings hereby let shall be so damaged by fire or other casualty as to be substantially destroyed, then this lease shall cease and come to an end, and any unearned rent paid in advance by the Lessee shall be apportioned and refunded to it; but in case the buildings are not substantially destroyed, then they shall be restored to their condition immediately prior to such damage with due diligence by the Lessor, and a just proportion of the rent hereinbefore reserved according to the extent of the injury or damage sustained by the buildings shall abate until the demised premises shall have been so restored and put in proper condition for use and occupancy.

In case any portion of the leased premises shall be condemned, or declared unsafe, or ordered changed, or modified by the building authorities, or inspectors, or other duly constituted authorities during the first seven years of the term hereof, the Lessor, at Lessor's own expense and without delay, shall make such changes and/or alterations as may be directed, or required, by the said duly constituted authorities; if such changes or modifications shall be ordered by said authorities during said term but after the expiration of the first seven years thereof, then the Lessor shall have the option of either complying therewith or cancelling this lease, and, in the event of such cancellation, any rents paid in advance shall be refunded.

In case a part of said buildings be taken by condemnation, so that the remaining portion thereof shall not be sufficient for the proper conduct of Lessee's business therein, then the Lessee shall have the right to cancel, this lease, and any rent paid in advance shall be refunded. In the event that a part of said premises be taken by condemnation, and the Lessee shall be able to properly conduct its business therein, then the rental hereinbefore reserved