

is to be adjusted in proportion with the area so condemned and taken.

5. The Lessor shall keep the roof and outer walls of said buildings in good condition and repair. The Lessee shall make all other repairs to said buildings, including furnace and plumbing and shall, at the termination of this lease deliver up the same in good condition, ordinary wear and tear excepted. The Lessee may alter and change parts of said buildings at its own cost and expense, when necessary for the purpose of its business, provided such alterations and changes do not injure the buildings and are done in a first class workmanlike manner.

6. If the Lessor fails to pay any taxes, and such failure shall endanger the Lessee's right of possession of such an extent that foreclosure proceedings have been instituted and there is imminent danger of the ejection of the Lessee, then the Lessee shall have the option of paying sufficient taxes to remove the said danger and deduct same from future rentals.

7. The Lessee at or before the termination of its lease, may remove any fixtures placed by it in said buildings, provided that in so doing, it shall not in any way damage or deface said building.

8. In case the Lessee shall fail to pay the monthly installments of rent hereinbefore provided for, or perform any other condition herein on its part, for thirty days after the Lessor shall have given it written notice by registered mail to the above mentioned address, or to any address that may be designated by the Lessee, then the Lessor may enter the premises and expel the Lessee therefrom without prejudice to any other remedies.

9. It is understood and agreed that the Lessee shall, at its own cost and expense, furnish all water, heat and lights used upon said premises.

10. The Lessor may, during the term, at reasonable times, enter to view the premises, and may show the said premises and buildings to others, and may, any time within three months before expiration of said term, affix to any suitable part of the said premises a notice for letting or selling the premises or buildings, and keep the same affixed without hindrance or molestation.

11. For a more effectual securing to the Lessor of the rent and other payments herein provided, it is agreed, as a further condition of this lease, that the filing of any petition in bankruptcy or insolvency by or against the Lessee, or one year after a receiver shall be appointed to take charge of the business or affairs of the Lessee, or if Lessee shall make a voluntary assignment for the benefit of creditors, either one or more of said events shall be deemed to constitute a breach of this lease, and thereupon, ipso facto, and without entry or other action by the Lessor, this lease shall become and be terminated; and, notwithstanding any other provisions of this lease, the Lessor shall forthwith, upon such termination, be entitled to recover damages for such breach in an amount equal to the amount of the rent reserved in this lease for the residue of the term thereof less the fair rental value of the premises for the residue of said term.

12. The failure of the Lessor to insist upon the strict performance of the terms, covenants agreements and conditions herein contained, or any of them, shall not constitute or be construed as a waiver or relinquishment of the Lessor's rights to thereafter enforce any such term, covenant, agreement or condition, but the same shall continue in full force and effect.

IN WITNESS WHEREOF, the Lessor and the Lessee have caused this instrument to be duly executed by their respective Presidents, and attested by their respective Secretaries, the day and year first above written.

ATTEST:

Daisy E. Horton  
Secretary

CONGER REALTY COMPANY

BY: Henry C. Horton  
President.

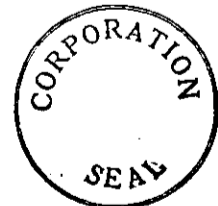


ATTEST:

J. A. Sutton  
Secretary

HORTON MOTOR LINES, INCORPORATED

BY: H. D. Horton  
President



SIGNED, SEALED AND DELIVERED

IN THE PRESENCE OF

Louis D. Duval

Witness

Ruth G. Conger

Witness

NORTH CAROLINA

MECKLENBURG COUNTY

This 1st day of January, 1942, personally came before me, O. P. Roberson, a Notary Public for said County, Daisy E. Horton, who being by me duly sworn says that she knows the common seal of