

STATE OF NORTH CAROLINA

COUNTY OF MECKLENBURG

THIS INDENTURE, made and entered into this the first day of February, 1945, 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 ASSOCIATED TRANSPORT, In.c., a Delaware Corporation with its principal place of business in the City of New York, State of New York, hereinafter referred to as the Lessee:

WITNESSETH

That the Lessor, as sole owner, hereby demises and leases to the Lessee, and the said Lessee hereby leases all that certain lot, tract or parcel of land with all improvements located thereon situate in Greenville Township, Greenville County, State of South Carolina, 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 a survey of Property of Conger Realty Company made by Dalton & Neves, Engineers in May, 1941, the following metes and bounds:

All that certain piece, parcel or lot of land with the buildings and improvements thereon situate, lying and being at the Northwest corner of the intersection of Laurens Road and Ackley Street near the City of Greenville, State of South Carolina being known as a portion of Lot No. 1 on plat recorded in the R. M. C. Office for Greenville County, South Carolina in Plat Book H, page 227, and having according to a survey made by Dalton & Neves, Surveyors, February, 1945, the following metes and bounds, to-wit:

BEGINNING at a stake at the Northwest corner of the intersection of Laurens Road and Ackley Street and running thence with the North side of Ackley Street, S. 64-34 W. 503.2 feet to an iron pin corner of Lot 10; thence with line of Lot 10, N. 28-19 W. 250 feet to an iron pin; thence running along property of L. L. Bates, N. 64-35 E. 370.9 feet to an iron pin on the Southwest edge of the right of way of Laurens Road; thence with the right of way of Laurens Road S 55-33 E. 288.7 feet to the Beginning corner.

Being the same property conveyed to Conger Realty Company by deed of L. L. Bates recorded in the Office of the Register of Mesne Conveyances for Greenville County in Book of Deeds 233, page 310.

1. The term of said lease shall be for a period of fifteen years to commence on February 1, 1945, and to extend to February 1, 1960.

2. The Lessee shall pay to the Lessor a monthly rental of \$350.00, 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 the 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 building 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 building is not substantially destroyed, then it shall be restored to its 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 building shall abate until the demised premises shall have been so restored and put in proper condition for use and occupancy.