

LEASE AGREEMENT BY AND BETWEEN

THE CITY OF FAYETTEVILLE

as Landlord

and

GREYHOUND LINES, INC.

as Tenant

LEASE

This **LEASE**, made and entered into as of this ____ day of _____, 2017, between The City of Fayetteville (herein referred to as "Landlord"), and Greyhound Lines, Inc., a Delaware corporation (herein referred to as "Tenant").

WITNESSETH:

That in consideration of the rents, covenants and conditions herein set forth, Landlord and Tenant do hereby covenant, promise and agree as follows:

ARTICLE I

DEFINED TERMS

1.01 The following terms wherever used herein shall have the following meanings:

A. TRANSIT CENTER. That certain transportation facility ("Transit Center") located at 505 Franklin Street in the City of Fayetteville in the County of Cumberland, North Carolina, and being more particularly described on **Exhibit A** (Legal Description), attached hereto.

B. DEMISED PREMISES. That portion of the Transit Center known as Suite 1-A, consisting of an approximate area of 1,543 square feet, together with six (6) bus bay areas, as depicted on **Exhibit B** ("Site Plan").

C. INITIAL TERM. Beginning on the Commencement Date (as defined herein) and continuing through the last day of the month that is 120 months after the Rent Commencement Date (as defined herein).

D. MINIMUM RENT.

Initial Term:

Year(s)	Annual Rent	Monthly Rent
Rent Commencement Date – Year 4	\$64,380.00	\$5,365.00
Year 5	\$65,668.00	\$5,472.03
Year 6	\$66,981.00	\$5,581.78
Year 7	\$68,321.00	\$5,693.42
Year 8	\$69,678.00	\$5,806.50
Year 9	\$71,081.00	\$5,923.42
Year 10	\$72,503.00	\$6,041.92

The obligation to pay Minimum Rent shall commence on the date which is two hundred seventy (270) days after the Delivery Date (as hereinafter defined) (the "Rent Commencement Date").

E. DELIVERY DATE. The "Delivery Date" is the date the Demised Premises are delivered to Tenant with Landlord's Work (as hereinafter defined) substantially complete (as reasonably determined by Landlord and Tenant) in substantial accordance with the drawings and plans mutually agreed upon by Landlord and Tenant in connection with Landlord's Work ("Substantial Completion" or "Substantially Complete"). As soon as reasonably practicable after the Delivery Date, Landlord and Tenant agree to execute a document memorializing the Delivery Date.

F. INTENTIONALLY OMITTED.

G. COMMENCEMENT. The "Commencement Date" shall mean the Delivery Date.

H. PERMITTED USE. Subject to and in accordance with all rules, regulations, laws, ordinances, statutes and requirements of all governmental authorities, Tenant shall operate the Demised Premises solely as a terminal area for passenger waiting, pick-up and drop-off for bus service, freight and package delivery services, and all ancillary activities directly related to a bus transportation business ("Permitted Use").

Tenant at all times shall fully and promptly comply with all laws, ordinances and regulations of every governmental authority having jurisdiction of said Demised Premises. Tenant shall not sell alcoholic beverages for on-premises or off-premises consumption.

I. NON-PERMITTED USE. Tenant shall not use the Demised Premises for the maintenance or fueling of buses. Subject to using the Demised Premises in accordance with Tenant's Permitted Use as set forth in Section 1.01(H) above, Tenant shall not use the Demised Premises in such a manner as to unreasonably interfere with the permitted activities of other tenants of the Transit Center. The violation of any such covenant by the Tenant shall constitute a material default under this Lease.

J. TENANT. If at any time more than one individual or firm comprises Tenant, such word shall mean such individuals and firms, jointly and severally.

K. LEASE YEAR. The first Lease Year shall be the period of time from the Rent Commencement Date to the end of the twelfth (12th) full calendar month after the Rent Commencement Date. Each Lease Year thereafter shall be a successive period of twelve (12) calendar months.

L. INTENTIONALLY OMITTED.

ARTICLE II

DEMISED PREMISES AND TERM

2.01 DEMISED PREMISES. Subject to the terms and conditions hereof, Landlord does demise unto Tenant and Tenant does take from Landlord for the Lease Term the Demised Premises, together with reasonable rights of access, ingress and egress, and rights to joint use of such parking areas, driveways, sidewalks and other common areas as Landlord shall provide from time to time, which rights shall be to use such area only for the purposes designated by Landlord. Landlord hereby reserves the right at any time to make alterations or additions to the building of which the Demised Premises are a part, provided that such alterations or additions do not unreasonably interfere with Tenant's use of the Demised Premises or conflict with the terms of this Lease. Landlord reserves the right to construct other buildings or improvements on the real property on which the Demised Premises is located from time to time and to make alterations thereof or additions thereon, to demolish any of such building or buildings, to build adjoining the same and to construct double-decks or elevated parking facilities, provided that such alterations or additions do not unreasonably interfere with Tenant's use of the Demised Premises or conflict with the terms of this Lease. Tenant will be provided access to the Demised Premises 24 hours per day, seven days per week; provided, however, that if such access is unavailable due to force majeure or any other reason beyond Landlord's reasonable control, Landlord shall not be in default under this Section 2.01.

During the Initial Term of this Lease, or any extension hereof, it is understood and agreed that Tenant, employees, and/or contractors shall have the right to use the driveways within the property boundaries described in **Exhibit A**, for ingress, egress and regress.

2.02 INITIAL TERM. The Initial Term of this Lease is defined in Section 1.01(C) above. The phrase "Lease Term" as used in this Lease, shall be the "Initial Term" of this Lease, together with any renewals or extensions thereof.

2.03 RENEWAL TERMS. Provided Tenant is not in default under the terms of this Lease beyond any applicable cure period, then, unless canceled or terminated by either party by written notice of termination sent or delivered within one hundred eighty (180) days prior to the end of the Initial Term or then-current renewal term, this Lease shall automatically renew on a month-to-month basis until canceled or terminated by either party delivering thirty (30) days prior written notice of termination, unless the parties agree in writing to renew the term of this Lease for a different period of time prior to the expiration of the term with Minimum Rent increasing in an amount not to exceed two percent (2%) annually from the immediately preceding Lease Year. All of the other terms, covenants, provisions and conditions of this Lease shall apply during each such Renewal Term(s).

ARTICLE III

RENTAL

3.01 MINIMUM RENT. Tenant shall, during the Lease Term, pay to Landlord, at such place as Landlord shall designate in writing from time to time, the Minimum Rent (unless abated or diminished as hereinafter provided) in equal monthly installments on the first day of each month, in advance, commencing upon the Rent Commencement Date; provided, however, in the event the Rent Commencement Date shall not be the first day of a calendar month, then the Minimum Rent for such month shall be prorated upon a daily basis and shall be payable upon the Rent Commencement Date.

3.02 ADMINISTRATIVE CHARGES FOR LATE PAYMENT. There shall be an administrative fee as detailed below for any charge or payment due, including Rent, not received at the office designated as the location of the Landlord to which payments are to be made.

Fee Schedule:

- A.** \$100.00 if not received within fifteen (15) days after the due date;
- B.** An additional \$100.00 if not received within thirty (30) days after the due date for each payment;
- C.** An additional \$100.00 if not received within forty-five (45) days after the due date for each payment; and
- D.** An additional \$100.00 if not received within sixty (60) days after the due date for each payment.
- E.** In addition, if Rent is not collected due to non-sufficient funds, the banking institution current Non-sufficient Funds Fee will be charged for each occurrence of non-sufficient funds.

The above fees are necessitated by the additional administrative and legal expenses incurred in the handling, processing and collection of charges not received when due. Payment of any administrative fees incurred due to late payment shall not negate the fact that the Lease was in default due to the payment not having been received when due. Additionally, it is understood that the above charges relate to administrative expenses incurred prior to any litigation and are not in any manner an off-set against legal fees to be borne by Tenant in the event of litigation of any kind and for any reason.

Administrative fees shall be subject to any limit imposed by federal or statute law.

3.03 ADDITIONAL CHARGES.

A. In addition to Minimum Rent, all other payments to be made by Tenant pursuant to this Lease, shall be deemed to be and shall become "Additional Rent" hereunder whether or not the same be designated as such, and unless set out to the contrary herein shall be due and payable within thirty (30) days after written demand by Landlord; and Landlord shall have the same remedies for failure to pay Additional Rent for a non-payment of Minimum Rent. (Minimum Rent and Additional Rent are hereinafter sometimes collectively referred to as "Rent.") If Tenant shall fail to make any payment of Rent when due as required under the applicable provisions of this Lease Tenant shall pay a late charge in accordance with Section 3.02 hereof.

B. On the first day of the month following Tenant's full occupation of the Demised Premises to the end of the sixtieth (60th) month thereafter, Tenant will pay to the Landlord, in equal monthly installments on the first day of each month, in advance, in addition to the Minimum Rent specified in Article III hereof, as further Additional Rent, a sum equal to the actual hard construction costs of Landlord's Work (not to exceed \$237,159.00) (the "Construction Costs"), amortized over sixty (60) months of the Lease Term at an annual interest rate of five percent (5%). In the event the Lease is terminated for any reason prior to the end of the sixtieth (60th) month of the Initial Term, Tenant shall pay to Landlord, on or prior to the effective date of the termination of the Lease, an amount equal to the unamortized portion of the Construction Costs.

ARTICLE IV

CONSTRUCTION

4.01 CONSTRUCTION OF DEMISED PREMISES. Landlord shall, at its sole expense, perform all work and furnish all materials needed to deliver the Demised Premises in accordance with **Exhibit C** attached hereto and incorporated herein and in accordance all applicable laws, including, without limitation, the Americans With Disabilities Act ("Landlord's Work"). The Demised Premises shall be delivered in an "AS IS" condition, except as provided for in **Exhibit C**. The parties hereto expressly acknowledge that Landlord has not promised nor has Tenant requested or expected the Landlord to undertake any other improvements to the Demised Premises as a condition precedent to Tenant's obligations under the terms of this Lease except as stated in **Exhibit C**.

The Tenant shall perform, at its sole expense, all other construction work, including, without limitation, the work set forth in **Exhibit D** attached hereto and incorporated herein ("Tenant's Work"), and shall be responsible for providing all furniture, fixturing and equipment ("FF&E") to the Demised Premises, necessary for the operation of Tenant's business in the Demised Premises.

ARTICLE V

WARRANTIES OF LANDLORD

5.01 COVENANT OF TITLE. Landlord covenants, represents and warrants that it has full right and power to execute and perform this Lease and to grant the estate demised herein, subject to matters of record, and the Tenant, on payment of the Rent and performance of the covenants and agreement hereof, shall peaceably and quietly have, hold and enjoy the Demised Premises and all rights granted herein during the Lease Term without molestation or hindrance of any person whomsoever.

5.02 ZONING OF DEMISED PREMISES: Landlord warrants and represents that the Demised Premises are zoned for the Permitted Use.

5.03 OTHER: Landlord warrants that the Demised Premises, including the heating and air conditioning system, plumbing, hot water heater and electrical systems servicing the Demised Premises shall be, on the Delivery Date, in good working order, compliant with all current building codes and applicable laws, and that the roof of the Demised Premises will be in good repair and free of leaks.

ARTICLE VI

ACCEPTANCE OF THE DEMISED PREMISES AND USE

6.01 ACCEPTANCE BY TENANT. As of the Delivery Date, Tenant shall be deemed to acknowledge that Landlord has completed or fulfilled its obligations with respect to having the Demised Premises ready for occupancy with the Landlord's Work Substantially Complete, and to have accepted that the Demised Premises are in good order, satisfactory condition. Notwithstanding anything to the contrary set forth herein, Tenant does not waive the right to cause Landlord to correct any "latent defects" (i.e., defects not reasonably discoverable during a thorough investigation of the Demised Premises) in or affecting the Demised Premises or any punch list items relating to Landlord's Work which is not in accordance with the drawings and plans mutually agreed upon by Landlord and Tenant in connection with Landlord's Work or which has not been completed to Tenant's reasonable satisfaction. Landlord and Tenant presently anticipate that possession of the Demised Premises will be tendered to Tenant in the condition required by this Lease on or about December 1, 2017 (the "Estimated Delivery Date"). If Landlord fails to deliver the Demised Premises to Tenant with the Work therein Substantially Completed within sixty (60) days after the Estimated Delivery Date (subject to Force Majeure delays), Tenant may, prior to the date the Demised Premises are delivered to Tenant with Landlord's Work Substantially Complete, terminate this Lease by delivering to Landlord written notice thereof. Upon the completion of Landlord's Work, Landlord shall obtain a certificate of occupancy issued by all applicable authorities and permitting occupancy of the Demised Premises.

6.02 USE OF DEMISED PREMISES. Tenant will use the Demised Premises for the Permitted Use only and for no other purpose without the prior written consent of Landlord.

A. Affirmative Covenants of Tenant. From and after the Commencement Date, Tenant agrees:

1. To open for business prior to the date of which is three (3) months following the Delivery Date (subject to Force Majeure delays) and to thereafter continuously use, occupy and operate (excluding time closed for casualty, remodeling, or repairs) the whole of the Demised Premises for the Permitted Use.

2. To comply with any and all requirements of any of the constituted public authorities, and with the terms of any State or Federal statute or local ordinance or regulation applicable to Tenant or its use of the Demised Premises, including the Americans With Disabilities Act, and save Landlord harmless from penalties, fines, costs, expenses or damages resulting from Tenant's failure to do so.

3. To give the Landlord prompt written notice of any accident, fire or damage occurring on or to the Demised Premises.

4. That all loading and unloading of people and goods shall be done only at such times in the areas and through such entrances as may be reasonably designated by Landlord. Buses, trailers or trucks shall not be permitted to remain parked overnight in any area of the Transit Center, whether loaded or unloaded.

5. To keep all garbage and refuse in the kind of container specified by Landlord and to place the same outside of the Demised Premises, prepared for collection in the manner and at the times and places specified by Landlord and in accordance with municipal regulations.

6. Intentionally Omitted.

7. To keep the Demised Premises clean, orderly, sanitary and free from objectionable odors and from vermin and other pests.

8. Intentionally Omitted.

9. Intentionally Omitted.

10. Intentionally Omitted.

11. Intentionally Omitted.

12. To comply with all reasonable rules and regulations of Landlord in effect at the time of the execution of this Lease or at any time or times, and

from time to time, promulgated by Landlord which Landlord at its sole discretion shall deem necessary in connection with the Demised Premises, the building of which the Demised Premises are a part, or the Transit Center (provided such rules and regulations do not unreasonably interfere with Tenant's use of the Demised Premises or conflict with the terms of this Lease), including the installation of such fire extinguishers and other safety equipment as required by applicable law.

13. To cause all liens of contractors, subcontractors, mechanics, laborers, material men and other items of like character, to be removed and/or released within thirty (30) days of the date that Tenant is notified of the existence thereof, and will indemnify Landlord against all legal costs and charges, bond premiums for release of liens, including counsel fees reasonably incurred in and about the defense of any suit in discharging the Demised Premises or any part thereof from any liens, judgments or encumbrances caused or suffered by Tenant. It is understood and agreed between the parties hereto that the costs and charges above referred to shall be considered as Rent due and shall be included in any lien for Rent.

14. To be responsible for and to pay before delinquency all municipal, county or state taxes assessed during the term of this Lease against any leasehold interest or personal property of any kind, owned by or placed in, upon or about the Demised Premises by the Tenant.

B. Negative Covenants of Tenant. Tenant agrees that, without first obtaining the prior written consent of Landlord, it shall not:

1. Do or suffer to be done, any act, matter or thing objectionable to the fire insurance companies whereby the fire insurance or any other insurance now in force or hereafter to be placed on the Demised Premises or any part thereof, or on the building of which the Demised Premises may be part, shall become void or suspended, or whereby the same shall be rated at a more hazardous risk than at the date when Tenant receives possession hereunder; provided, however, Landlord agrees that Tenant's use of the Demised Premises for the Permitted Use shall not be considered objectionable or a more hazardous risk by Landlord's insurance company. In case of a breach of these covenants, and in addition to all other remedies of Landlord hereunder, Tenant agrees to pay to Landlord as Additional Rent any and all increase or increases of premiums on insurance carried by Landlord on the Demised Premises, or any part thereof, or on the building of which the Demised Premises may be a part, caused in any way by the occupancy of Tenant in violation of this Lease.

2. Attach any awnings, antennae or other projections to the roof or the outside walls of the Demised Premises of the building of which the Demised Premises are a part.

3. Have any authority to create any liens for labor or material on the Landlord's interest in the above described property and all persons contracting with the Tenant for the destruction or removal of any building or for the erection, installation,

alteration or repair of any building or other improvements on the Demised Premises and all material men, contractors, mechanics and laborers are hereby charged with notice that they must look to the Tenant and to the Tenant's payment of any bill for work done or material furnished during the rental period created by this Lease.

4. Install, operate nor maintain in the Demised Premises or in any other area of the Transit Center any electrical equipment which does not bear underwriter's approval, or which would overload the electrical system or any part thereof beyond its capacity for proper and safe operation, as reasonably determined by Landlord. Further, Tenant shall not operate any video games (or other electrical games) within the Demised Premises, without the prior written approval of the Landlord.

5. Suffer, allow or permit any vibration, noise, light, odor or other effect to emanate from the Demised Premises that constitutes a nuisance or otherwise interfere with the safety, comfort and convenience of Landlord or any customers, agents or invitees or any others lawfully in or upon the Transit Center other than as customarily relates to the operations of Tenant's business pursuant to the Permitted Use. Upon notice by Landlord to Tenant that any of the aforesaid is occurring, Tenant agrees to forthwith remove or control the same.

6. Except for Tenant's Work, Tenant's FF&E work, and repairs and maintenance as set forth in Section 7.02, make any alterations to the Demised Premises without Landlord's prior written consent, which consent shall not be unreasonably withheld, conditioned or delayed.

7. Permit any of Tenant's employees to park their vehicles in unauthorized areas at the Transit Center.

C. Performance of Tenant's Covenants. Tenant covenants and agrees that it will perform all agreements herein expressed on its part to be performed, and that it will promptly, upon the receipt of written notice of non-performance thereof, comply with the requirements of such notice; and further, that if Tenant shall not comply with such notice within thirty (30) days after delivery thereof, (or if such compliance cannot reasonably be completed within thirty (30) days, if Tenant shall not commence to comply within such period and thereafter proceed to completion with due diligence), Landlord may, at its option, do or cause to be done any or all of the things specified in said notice and in so doing Landlord shall have the right to cause its agents, employees and contractors to enter upon the Demised Premises and in such event shall have no liability to Tenant for any loss or damage resulting in any way from such action (except to the extent Landlord or its agents, employees or contractors are grossly negligent or act with willful misconduct); and Tenant agrees to pay promptly upon demand any expense incurred by Landlord in taking such action, any such sum to be collected from Tenant as Additional Rent hereunder.

D. Rights of Landlord. Landlord reserves the following rights with respect to the Demised Premises:

1. At all reasonable times upon 24 hours prior notice (or without notice if Landlord reasonably determines an emergency exists), by itself or its duly authorized agents to go upon and inspect the Demised Premises and every part thereof, and at its option to make repairs, alterations and additions to the Demised Premises or the building of which the Demised Premises are a part.

2. To install or place upon, or affix to, the roof and exterior walls of the Demised Premises equipment, signs, displays, antennae, and any other object or structure of any kind, provided the same shall not materially impair the structural integrity of the building or interfere with Tenant's occupancy or use of the Demised Premises.

E. Common Areas and Facilities. During the terms of the Lease, Tenant is granted a non-exclusive license to permit its agents, licensees, customers, employees and invitees to use the waiting rooms, bathrooms, sidewalks, parking areas, entrances and exitways, driveways, and other facilities as shall from time to time be designed by Landlord for common use. Such use shall be subject to the rules and regulations that Landlord may from time to time adopt governing same. Landlord shall have full control over the layout and extent of the common areas and facilities and the right at any time to change such common areas and to add to the buildings located in the Transit Center or to construct additional parking facilities or to relocate or reconfigure parking facilities (other than the six bus bays included among the Demised Premises). The sole purpose of the Transit Center site plan attached hereto is to show the approximate location of the Demised Premises and designated parking areas.

ARTICLE VII

REPAIRS AND MAINTENANCE

7.01 LANDLORD'S REPAIRS AND MAINTENANCE. Except as provided in this Lease with respect to condemnation and damages caused by casualty, Landlord agrees to keep, repair and maintain all structural parts of the building in which the Demised Premises are located in good condition, and without limiting the generality of the foregoing, to keep the exterior of the building (including the roof, exterior walls, foundations, gutters, downspouts and bus canopies), the common areas, sidewalks, paved areas, supply pipes for gas (if any) and water, drainage and sewer pipes (caused by structural defects but excluding ordinary stoppage), electrical wiring (but not any of the electrical or plumbing fixtures inside and exclusively serving the Demised Premises) in good repair at all times. If any portion of the Demised Premises which is the responsibility of the Landlord shall at any time be in need of repair, Landlord will promptly repair same upon receipt of written notice from Tenant to do so, except that the Landlord shall not be obligated to make any or pay for any repairs to the Tenant's building rendered necessary by the negligence or misconduct of the Tenant, or any of its servants, agents, employees or business invitees, except in the case of damage by fire or the elements, or other casualty covered by Landlord's fire and extended coverage insurance. Landlord agrees to keep the common areas clean, to remove snow and ice therefrom, to keep such areas

lighted during hours of darkness when stores generally are open for business and to keep the parking area properly paved, and lighted. Temporary closings by the Landlord of parking, walking and driveway areas for repair, changes or other reasonable undertakings shall be permitted.

7.02 TENANT'S REPAIRS AND MAINTENANCE. Tenant agrees to keep the Demised Premises in good condition and repair, excepting structural repairs and all repairs which are the responsibility of the Landlord or which are made necessary by reason of fire and other unavoidable casualties covered by Landlord's fire and extended coverage insurance, and excepting reasonable wear and tear. Within such repair responsibilities of Tenant shall be included: the interior of the walls and ceiling (including the painting thereof); all windows; interior doors; replacement of any plate glass damaged or broken; lighting fixtures and interior wiring extending to and including the main circuit breaker panels; and the normal upkeep and replacement of the floor surfacings or coverings. Structural changes, exterior alterations or additions to the Demised Premises may be made only with Landlord's written consent. Tenant will not permit any mechanic's, materialman's or other liens to stand against the Demised Premises for any labor or material furnished to Tenant. All repairs, restorations, alterations, additions or payments (other than Rent payments) agreed upon in this Lease to be made shall be completed within reasonable time.

7.03 LOSS OR DAMAGE OF TENANT AND OTHERS. Except as caused by the gross negligence or willful misconduct of Landlord, its servants, agents or employees, Landlord shall not be liable for any damage to property of Tenant or of others located on the Demised Premises, nor for the loss of or damage to any property of Tenant or of others by theft or otherwise. Landlord shall not be liable for any injury or damage to persons or property resulting from fire, explosion, falling plaster, steam, gas, electricity, water, rain or snow or leaks from any part of the Demised Premises or from the pipes, appliances or plumbing works or from the dampness or by any other cause of whatsoever nature. Landlord shall not be liable for any such damage caused by other tenants or persons in the Demised Premises, occupants of adjacent property of the Transit Center, or the public or caused by operation in construction of any private, public or quasi-public work. Landlord shall not be liable for any latent defect in the Demised Premises or in the building of which they form a part except for a period of one (1) year from the date Tenant takes possession of the Demised Premises. All property of Tenant kept or stored on the Demised Premises shall be so kept or stored at the risk of Tenant only and Tenant shall hold Landlord harmless from any claims arising out of damage to the same, including subrogation claims by Tenant's insurance carrier, unless such claim shall be caused by the willful act or gross neglect of Landlord.

ARTICLE VIII

CASUALTY

8.01 CASUALTY. Should the whole or part of Tenant's building space on the Demised Premises be partially or totally destroyed by fire or any other casualty Landlord

shall restore the same or cause the same to be restored without unnecessary delay; provided, however, in the event that Landlord determines that the cost of repairing or rebuilding the Demised Premises shall exceed the amount of the insurance award payable with respect to such casualty, or if the insurance award is not made available to Landlord for repair or restoration, Landlord shall not be obligated to repair or rebuild the Demised Premises and Landlord may terminate this Lease by delivering written notice to Tenant within sixty (60) days after the happening of the casualty. Notwithstanding anything to the contrary, if the Demised Premises or the buildings (taken in aggregate) in the Transit Center should be damaged to the extent of more than fifty percent (50%) of the cost of replacement thereof, Landlord may elect to terminate this Lease upon giving written notice of such election in writing to Tenant within sixty (60) days after the happening of the casualty, or Tenant may elect to terminate this Lease upon giving written notice of such election in writing to Landlord within sixty (60) days after Landlord has notified Tenant in writing of the costs of repairing such damage. Notwithstanding anything to the contrary, if the Demised Premises or the buildings (taken in aggregate) in the Transit Center should be damaged during the last eighteen (18) months of the Initial Term or any Renewal Term hereof and such damage materially impairs Tenant's business operations or use of the Premises, either Landlord or Tenant may elect to terminate this Lease upon giving written notice of such election in writing to the other within sixty (60) days after the happening of the event causing the damage; provided that if Tenant has a remaining renewal option, Landlord may not terminate this Lease if Tenant exercises such option within said sixty (60) day period. If neither party hereto elects to terminate this Lease following a casualty, then Landlord shall, within a reasonable time after such casualty, begin to repair the Demised Premises and shall proceed with reasonable diligence to restore the Demised Premises to substantially the same condition as existed immediately before such Casualty. No penalty shall accrue for reasonable delay in commencing or completing repair or restoration if delays are caused by delays in the adjustment of insurance, determination of availability of insurance, or Force Majeure. Landlord's obligation to repair or rebuild the Demised Premises shall be limited to the building and replacement of any interior work originally installed by Landlord pursuant to this Lease. The responsibility of insuring and replacing Tenant's leasehold improvements, furnishings, merchandise, inventory and equipment shall lie with Tenant.

During any period commencing upon the date of such damage or destruction and ending upon the "date of re-occupancy of Tenant," the Minimum Rent and any other charges payable under this Lease (other than Percentage Rent) shall abate if the Demised Premises shall be untenable. Notwithstanding the preceding, if the damage is due to the negligence or misconduct of Tenant, its employees, or agents, then, without prejudice to any other rights and remedies of Landlord and without prejudice to the rights of subrogation of Landlord's insurer, the damage shall be repaired by Tenant and there shall be no abatement of Rent. The term "date of re-occupancy by Tenant," as used herein, shall be the first to occur of the following two dates: (a) the date upon which Tenant shall reopen for business in that part of Tenant's buildings rendered untenable by such damage or destruction, or (b) the date which shall be thirty (30) days after the date of completion of the repairs, rebuilding and restoration required of Landlord herein. If Landlord does not complete the restoration of the Demised Premises within 60 days

after the time period estimated by Landlord to repair the damage caused by such casualty (subject to Force Majeure delays), Tenant may terminate this Lease by delivering written notice to Landlord within ten (10) days following the expiration of such 60-day period and prior to the date upon which Landlord substantially completes such restoration; provided, however, if such damage is caused by the negligence or misconduct of Tenant, its employees or agents, then Tenant shall not have the right to terminate this Lease provided hereinabove.

ARTICLE IX

EMINENT DOMAIN

9.01 EMINENT DOMAIN.

A. In the event that all or substantially all of the Demised Premises shall be appropriated or taken under the power of eminent domain by any public or quasi-public authority, this Lease shall terminate and expire as of the date of such taking, and Landlord and Tenant shall thereupon be released from any further liability hereunder. In the event as much as twenty percent (20%) of the Demised Premises shall be appropriated or taken under the power of eminent domain by any public or quasi-public authority, Tenant shall have the right to cancel and terminate this Lease as of the date of such taking upon giving Landlord written notice of such election within thirty (30) days after the receipt by Tenant from Landlord of notice that said Demised Premises have been so appropriated or taken. In the event of such cancellation, Landlord and Tenant shall thereupon be released from any further liability under the Lease and Minimum Rent for the last month shall be appropriately prorated.

B. If this Lease shall not be terminated as in this paragraph provided but shall continue as to that portion of the Demised Premises which shall not have been appropriated or taken, and the amount of condemnation award equals or exceeds the cost of repair, Landlord, if there is adequate real estate remaining, shall promptly rebuild or repair the building to a complete unit of like quality and character as existed prior to such appropriation or taking. During the rebuilding, Minimum Rent and CAM Expenses (but not Construction Costs) shall abate and thereafter shall abate proportionately during the period of restoration as provided in Section 8.02 hereof, and thereafter the Minimum Rent shall be reduced into the ratio that the ground floor area of the Demised Premises after such taking bears to the ground floor area of the Demised Premises before such taking.

C. In the event of any such taking, the entire award of compensation, whether a compensation for diminution in value to the leasehold or to the fee of the Demised Premises, shall be paid to and belong to the Landlord; provided, however, that any award made to Tenant for moving expenses, loss of business, improvements or for the value of any trade fixtures and equipment installed by or belonging to Tenant shall be paid to and belong to Tenant.

D. In the event that fifty percent (50%) or more of the acreage or gross leasable floor area of the Transit Center in which the Demised Premises are located shall be taken by condemnation, whether or not the Demised Premises may have been so affected, and if the Transit Center cannot function in a manner similar to that function prior to condemnation, then Landlord, at its option, may terminate this Lease by giving Tenant written notice of Landlord's election to do so.

ARTICLE X

DEFAULT

10.01 EVENT OF DEFAULT. The occurrence of any of the following shall constitute an "Event of Default" hereunder:

A. Failure of Tenant to commence business within ninety (90) days of the Delivery Date, subject to Force Majeure delays.

B. Discontinuance by Tenant of the conduct of its business in the Demised Premises, excluding time closed for casualty, remodeling, or repairs.

C. The filing of a petition by or against Tenant for adjudication as a bankrupt or insolvent, or for its reorganization or for the appointment of a receiver or trustee of Tenant's property; any reorganization or proceeding under Chapter X and/or Chapter XI of the Federal Bankruptcy Law; and assignment by Tenant for the benefit of creditors or the taking possession of the property of Tenant by any governmental officer or agency pursuant to statutory authority for the dissolution or liquidation of Tenant.

D. Failure of Tenant to pay when due any installment of Rent or any other sum herein required to be paid by Tenant and such failure continues for 15 days after receipt of written notice from Landlord; provided Landlord shall have no obligation to provide such written notice more than twice in any one calendar year.

E. Intentionally Omitted.

F. Tenant's removal or attempt to remove, or manifesting an intention to remove Tenant's goods or property from or out of the Demised Premises otherwise than in the ordinary and usual course of business without having first paid and satisfied Landlord for all Rent which may become due during the entire term of this Lease.

G. Tenant's failure to perform any other covenant or condition of this Lease within thirty (30) days after written notice and demand, unless the failure is one of such a nature as to require more than thirty (30) days to cure, in which event Tenant's failure to commence said cure within said thirty (30) day period and to diligently pursue the same to completion within a reasonable time not to exceed ninety (90) days shall constitute a default.

10.02 RIGHTS OF LANDLORD UPON DEFAULT BY TENANT.

A. In the event of the occurrence and continuance of an Event of Default by Tenant, then Landlord, in addition to all rights and remedies granted under the laws and judicial decisions of the State of North Carolina, shall have any or all of the following rights.

1. To re-enter and remove all persons and property from the Demised Premises, and such property may be removed and stored in a public warehouse or elsewhere at the cost of and for the account of Tenant, all without service of notice or resort to legal process and without being deemed guilty of trespass or becoming liable for any loss or damage which may be occasioned thereby.

2. Terminate the Lease and relet the Demised Premises for the account of the Landlord or within the sole discretion of Landlord the Demised Premises may be relet for the account of the Tenant. Upon each such reletting all rentals, fees, or charges received by Landlord through reletting shall be applied: (i) first to payment of actual costs of reletting and regaining possession, including necessary renovation and alteration of the Demised Premises; (ii) then to any indebtedness, other than Rent, due hereunder from Tenant to Landlord; (iii) then to Rent due hereunder.

3. If any part of the Rent shall remain due and unpaid after applicable notice and cure periods, Landlord shall have the option, upon terminating the Lease, of declaring due the excess, if any, of the Minimum Rent for the remainder of the Term over the then reasonable rental value of the Demised Premises for the remainder of the Term; however, nothing herein shall lessen Landlord's duty to mitigate damages. Such termination does not waive or otherwise negate any rights and/or remedies that that Landlord has under this agreement or applicable law.

B. Tenant agrees to pay all actual costs and expenses of collection incurred by Landlord and reasonable attorney's fees on any part of said rental that may be collected by an attorney, suit, distress or foreclosure; and, further, in the event that Tenant fails to promptly and fully perform and comply with each and every stated condition and covenant of the Lease hereunder and the matter is turned over to the Landlord's attorney, Tenant shall pay Landlord a reasonable attorney's fee plus costs, where necessary, whether suit is instituted or not.

C. The parties hereto shall and they hereby do waive trial by jury in any action, proceeding or counterclaim brought by either of the parties hereto against the other on any matters whatsoever arising out of or in any way connected with this Lease, the relationship of Landlord and Tenant, Tenant's use or occupancy of the Demised Premises and/or any claim or injury or damage. In the event Landlord commences any proceedings for nonpayment of Rent, Minimum Rent or Additional Rent, Tenant will not interpose any counterclaim of whatever nature or description in any such proceedings (unless the failure to impose the counterclaim would preclude Tenant from asserting in a separate legal action the claim which is the subject of the counterclaim). This shall not,

however, be construed as a waiver of the Tenant's right to assert such claims in any separate action or actions brought by the Tenant.

D. If Landlord shall not be permitted to terminate this Lease as hereinabove provided because of the provisions of Title 11 of the United States Code relating to Bankruptcy, as amended ("Bankruptcy Code"), then Tenant as a debtor-in-possession or any trustee for Tenant agrees promptly, within no more than sixty (60) days upon request by Landlord to the Bankruptcy Court, to assume or reject this Lease and Tenant on behalf of itself, and any trustee agrees not to seek or request any extension or adjournment of any application to assume or reject this Lease by Landlord with such Court. In such event, Tenant or any trustee for Tenant, may only assume this Lease if (a) it cures or provides adequate assurance that the trustees will promptly cure any default hereunder, (b) compensates or provides adequate assurance that Tenant will promptly compensate Landlord for any actual pecuniary loss to Landlord resulting from Tenant's defaults, and (c) provides adequate assurance of performance during the fully stated term hereof of all the terms, covenants and provisions of this Lease to be performed by Tenant. In no event after the assumption of this Lease shall any then-existing default remain uncured for a period in excess of the earlier of ten (10) days of the time period set forth herein. Adequate assurance of performance of this Lease, as set forth hereinabove, shall include, without limitation, adequate assurance (1) of the source of Rent reserved hereunder, and (2) the assumption of this Lease will not breach any provisions hereunder. In the event of a filing of a petition under the Bankruptcy Code, Landlord shall have no obligation to provide Tenant with any services or utilities as herein required, unless Tenant shall have paid and be current in all payments of operating costs, utilities or other charges before.

E. Notwithstanding anything herein to the contrary, Tenant shall not be liable to Landlord for consequential, special or punitive damages by reason of a failure to perform (or a default) by Tenant under this Lease.

ARTICLE XI

INSURANCE

11.01 TENANT'S INSURANCE. Tenant agrees to carry, at its expense, public liability insurance coverage on the Demised Premises, with a company qualified to transact business in the State of North Carolina, stipulating limits not less than \$1,000,000.00 combined single limits per occurrence for Bodily Injury and Property Damage, \$5,000,000.00 aggregate combined single limits for Bodily Injury and Property Damage, and \$50,000.00 for Fire Legal Liability.

a) **Workers Compensation:** Tenant shall maintain Workers Compensation and Employers Liability Insurance affording:

(1) Protection under the Workers Compensation Law of all States in which the work is to be performed or where the employee resides or must travel.

(2) Employers Liability protection subject to a limit of not less than \$1,000,000.00.

(3) A Certificate of Insurance shall be issued confirming the above coverage. The Certificate must include a clause obligating the Insurer to give thirty (30) days prior notice in the event of cancellation of or a major change in the insurance.

b) Commercial General Liability:

(1) Tenant shall maintain Commercial General Liability coverage in amounts not less than: Bodily Injury and Property Damage; \$1 Million Single Limit each accident; \$2 Million Aggregate

(2) This coverage must include blanket contractual coverage to provide coverage for the liability assumed by the Tenant under the indemnity provision of this Agreement.

(3) This coverage must include Tenant's protective coverage for its subcontractors.

(4) A Certificate of Insurance shall be issued confirming the aforementioned coverage under a Commercial General Liability policy. The Certificate must include a clause naming the City of Fayetteville as an additional insured and obligating the Insurer to give thirty (30) days prior notice in the event of cancellation of or a major change in the insurance.

5) Notwithstanding the foregoing, neither the requirement of Tenant to have sufficient insurance nor the requirement that the City of Fayetteville be named as an additional insured shall constitute waiver of the City's governmental immunity in any respect. When the City is so named as an additional insured, the City shall be covered only for occurrences or wrongful acts for which the defense of governmental immunity is clearly not applicable or for which, after governmental immunity is asserted, a court of competent jurisdiction determines the defense of governmental immunity not to be applicable.

c) Comprehensive Automobile Liability

(1) Tenant shall maintain Comprehensive Automobile Liability coverage in amounts not less than: Bodily Injury and Property Damage; \$1 Million Single Limit each accident; \$2 Million Aggregate

(2) A Certificate of Insurance shall be issued confirming this coverage. The Certificate must include a clause naming the City of Fayetteville as an additional insured and obligating the Insurer to give thirty (30) days prior notice in the event of cancellation of or a major change in the insurance.

Notwithstanding the foregoing, neither the requirement of Tenant to have sufficient insurance nor the requirement that the City of Fayetteville be named as an additional insured shall constitute waiver of the City's governmental immunity in any respect. When the City is so named as an additional insured, the City shall be covered only for occurrences or wrongful acts for which the defense of governmental immunity is clearly not applicable or for which, after governmental immunity is asserted, a court of competent jurisdiction determines the defense of governmental immunity not to be applicable.

11.02 PLATE GLASS AND SPRINKLER INSURANCE. Tenant, at its sole expense, shall obtain and continuously maintain during the Initial Term and all Renewal Terms hereof (a) a comprehensive glass insurance policy protecting all plate and other glass in the Demised Premises, (b) sprinkler and water damage insurance (for protection of Tenant's personal property and inventory). Landlord shall be named insured under such policies and all such insurance shall be placed in good and responsible companies acceptable to Landlord. At the commencement of the term hereof, certificates of such coverage from the insurer providing thirty (30) days' notice to Landlord prior to cancellation or termination shall be furnished to Landlord. Loss, if any, under such policies shall be payable to Landlord, and Landlord agrees that any policy proceeds received by it will be held in trust and made available for repair or restoration of the damaged or destroyed property.

11.03 PERSONAL PROPERTY. Tenant shall bear the risk of loss for all of its property, furniture, fixtures, carpets, machinery, equipment, inventory, stock in trade and goods placed in the Demised Premises and shall provide all risk property coverage for same.

11.04 EVIDENCE OF INSURANCE. Tenant shall provide Landlord with certificates of insurance prior to the Delivery Date by Tenant and within thirty (30) days of the anniversary of such insurance, evidencing the above-required coverages. Tenant's policy shall name Tenant as insured and Landlord under a blanket endorsement as additional insured as their interests may appear and shall be endorsed to provide Landlord with no less than thirty (30) days' prior written notice of cancellation or non-renewal. All insurance policies shall specifically include coverage of Tenant's indemnification obligations to Landlord under this Lease and waivers of subrogation.

11.05 WAIVER OF SUBROGATION. Any insurance carried by either party with respect to the Demised Premises and property therein or occurrences thereon shall, if the other party so requests and it can be so written without additional premium or with an additional premium which the other party agrees to pay, include a blanket clause or endorsement denying to the insurer rights of subrogation against the other party to the extent rights have been waived by the insured prior to occurrence of injury or loss. Each party, notwithstanding any provisions of this Lease to the contrary, hereby waives any rights of recovery against the other for injury or loss due to hazards covered by insurance containing such clause or endorsement to the extent of the indemnification received thereunder.

11.06 INDEMNIFICATION. Tenant shall at all times, indemnify, defend, save, protect, keep and hold Landlord, its officers, partners, directors, employees, agents and any mortgagee, harmless from any and all loss, cost, damage, claim, liability, suit, judgment, expense, attorneys' fees, penalties and fines of any kind or nature whatsoever which may be incurred by Landlord or be claimed, brought, obtained or pursued against Landlord, by any person or persons, for any injuries, expense or damages to persons or property of whatever kind or character, consequent or arising directly or indirectly from the use or occupancy of the Demised Premises by Tenant or by reason of any breach,

violation or nonperformance of any term, covenant or condition of this Lease on the part of Tenant to be performed or from any neglect or default of Tenant, its agents, employees or invitees in the use and occupancy of the Demised Premises.

11.07 LANDLORD'S INSURANCE. Landlord shall maintain all risk property insurance covering the full replacement cost of the Transit Center and commercial liability insurance. Notwithstanding the preceding, Landlord shall have the option, to maintain self-insurance and/or provide or maintain any insurance required to be maintained by Landlord by this Lease under a blanket insurance policy or policies maintained by Landlord. As used herein, "self-insure" shall mean that Landlord is itself acting as though it were the third-party insurer providing the insurance required of Landlord under the provisions of this Lease, and Landlord shall pay any amounts due in lieu of insurance proceeds because of self-insurance, which amounts shall be treated as insurance proceeds for all purposes under this Lease. To the extent Landlord chooses to provide any insurance required by this Lease by "self-insurance" then Landlord shall have all of the obligations and liabilities of an insurer, and the protection afforded Tenant shall be the same as if provided by a third-party insurer under the coverages required under this Lease.

ARTICLE XII

ASSIGNMENT AND SUBLETTING

12.01 ASSIGNMENT AND SUBLETTING BY TENANT. Tenant may not assign this Lease, nor sublet the Demised Premises, nor permit the Demised Premises to be occupied or used by third persons or entities, without the prior written consent of Landlord, not to be unreasonably withheld. Tenant shall not, without Landlord's prior written consent, not be unreasonably withheld: (i) assign, hypothecate, mortgage, encumber, or convey this Lease or any interest under it; (ii) allow any transfer thereof of any lien upon Tenant's interest by operation of law; (iii) sublet the Demised Premises in whole or in part. Notwithstanding the foregoing, Tenant shall have the right, on notice to but without the prior consent of Landlord, to assign the Lease to a corporation or entity which: (i) is Tenant's parent (or ultimate parent) organization, or (ii) is a wholly owned subsidiary of Tenant or Tenant's parent (or ultimate parent) organization, or (iii) is the result of a consolidation, merger or reorganization with Tenant and/or Tenant's parent (or ultimate parent) organization, or (iv) is the transferee of substantially all of Tenant's assets or the assets of Tenant. Any transfer pursuant to this paragraph shall be subject to the following conditions: (a) except with respect to clause (iii) above in which the resulting entity shall assume all liability under this Lease, Tenant shall remain fully liable during the unexpired term of the Lease; and (b) any such assignment, sublease or transfer shall be subject to all of the terms, covenants and conditions of the Lease.

12.02 ASSIGNMENT BY LANDLORD. Landlord may assign by way of security or otherwise, this Lease or any part hereof. Such assignment by Landlord of its entire interest in the Demised Premises, and its entire rights under the Lease (other than a security assignment) shall relieve Landlord of any further obligation hereunder, except for

obligations accrued at the time of such assignment, if the assignee assumes and agrees to perform the obligation of the Landlord hereunder.

ARTICLE XIII

INTENTIONALLY OMITTED

ARTICLE XIV

HOLDING OVER

14.01 In the absence of any written agreement to the contrary, if Tenant should remain in occupancy of the Demised Premises after the expiration of the Lease Term, it shall not acquire any right, title or interest in or to the Demised Premises, but shall occupy the Demised Premises as a tenant from month-to-month and all provisions of this Lease applicable to such tenancy shall remain in full force and effect. The foregoing shall not serve as permission to hold over, nor serve to extend the Term, except as expressly provided above.

ARTICLE XV

SIGNS

15.01 SIGNS. Landlord may erect and maintain such signs as it, in its sole discretion, may deem appropriate to advertise the Transit Center of which the Demised Premises are a part.

A. Subject to applicable law, Tenant shall have the right to erect on the exterior and interior of the Demised Premises, at its expense, professionally prepared signage (electrical or otherwise) substantially similar to the signage attached hereto as Schedule 15.01A. Tenant shall be responsible for obtaining all necessary permits and approvals with respect to its signage.

B. Other than as set forth in subsection A above, Tenant will not exhibit, inscribe, paint or affix any sign, advertisement, notice or other lettering on any part of the outside of the Demised Premises or of the building of which the Demised Premises are a part, or inside the Demised Premises, if visible from the outside, without first obtaining Landlord's written approval thereof, such approval not to be unreasonably withheld; and Tenant further agrees to maintain such sign, lettering, etc., as may be approved in good condition and repair at all times. If any damage is done to Tenant's sign, Tenant shall commence to repair same within five (5) days or Landlord may at its option, repair same at Tenant's expense.

ARTICLE XVI

OPERATING EXPENSES AND TAXES

16.01 INTENTIONALLY OMITTED.

16.02 COMMON AREA AND FACILITIES. All facilities furnished by Landlord in the Transit Center and designated for the general use, in common, of occupants of the Transit Center, including Tenant hereunder, their officers, agents, employees and customers, including, but not limited to, any of the following which may have been furnished by Landlord such as parking areas, driveways, entrances and exits thereto, employee parking area, truckway or ways, truck courts and pedestrian sidewalks and ramps, landscaped areas, exterior stairways, first aid stations, comfort stations, bus stops, taxi stands, malls and other similar facilities shall at all times be subject to the exclusive control and management of Landlord and Landlord shall have the right from time to time to change the area, level, location and arrangement of such parking areas and other facilities above referred to; to restrict parking by tenants and their employees to employee parking areas; and to make all rules and regulations pertaining to or necessary for the proper operation and maintenance of the Common Facilities.

In each Lease Year, the Tenant will pay to the Landlord, in addition to the rental specified in Article III hereof, as further Additional Rent, subject to the limitation hereinafter set forth, Tenant's Pro Rata Share (as defined herein below) of the Transit Center common area maintenance CAM Expenses. For the purpose of this Lease, "CAM Expenses" shall mean the total cost and expense incurred in operating and maintaining the Common Facilities, hereinafter defined, actually used or available for use by Tenant and the employees, agents, servants, customers and other invitees of the Tenant, excluding only items of expense commonly known and designated as "carrying charges," but specifically including, without limitation, gardening and landscaping; snow removal; maintenance and replacement of drainage systems, sprinkler systems, and other utility systems; maintenance and resurfacing of parking and driveway areas; maintenance and replacement of lighting facilities; installation and maintenance of signage; utility costs; governmental assessments; maintenance of roofs, gutters and downspout gutters; security and traffic control; association fees; advertising and promotion costs; the cost of public liability and property damage insurance; repairs, sanitary control, trash, rubbish, garbage and other refuse; depreciation of machinery and equipment used in such maintenance; the cost of personnel to implement such services, to direct parking, and to police the Common Facilities; and three percent (3%) of all of the foregoing costs to cover the Landlord's administrative and overhead costs. Notwithstanding anything to the contrary herein, the following items shall be excluded from CAM Expenses: (i) the cost of structural repairs of the Transit Center including the Demised Premises (including foundation, concrete floors, structural frame, and roof system including membrane) or costs incurred by Landlord for alterations, additions, and replacements which are considered capital expenditures under sound accounting principles, consistently applied, except (A) costs that are incurred to effect a reduction in operating expenses of the Transit Center (including all utility costs), as amortized in a straight line at 5% per annum over the time period reasonably estimated by Landlord to recover the costs thereof taking into consideration the anticipated cost savings, as determined by Landlord using its good faith, commercially reasonable judgment, (B) capital improvements made in order to comply

with any law hereafter promulgated by any governmental authority or any interpretation hereafter rendered with respect to any existing law, as amortized using a commercially reasonable interest rate over the useful economic life of such improvements as determined by Landlord in its reasonable discretion, and (C) items which are generally considered maintenance and repair items, such as painting of common areas; (ii) depreciation and amortization, except that a reasonable amortization charge, not to exceed the amount of the annual cost savings, may be taken on account of capital expenditures incurred to effect a reduction in CAM Expenses; (iii) costs of repairs or other work occasioned by fire, windstorm, or other casualty of an insurable nature, whether or not Landlord carries such insurance, and costs reimbursable to Landlord by governmental authorities in eminent domain or condemnation proceedings; (iv) any expenses that are separately metered or billed directly to or separately payable by another tenant or other third party; (v) ground rentals, payment of principal and interest on debt (and other debt costs), and amortization payments (except to the extent that any of the foregoing may include payments or prepayments of insurance premiums or taxes that would be included in operating expenses if paid directly by Landlord), rental concessions, and negative cash flow guarantees; (vi) leasing commissions, fees and costs, advertising and promotional expenses and other costs incurred in procuring tenants; (vii) tenant improvement work for any tenant, including Tenant; (viii) financing costs including interest and principal amortization of debts; (ix) any liabilities, costs or expenses associated with or incurred in connection with the removal, enclosure, encapsulation or other handling of asbestos or other hazardous or toxic materials or substances not caused by Tenant; (x) costs of correcting material defects in the original design or any subsequent construction of the Transit Center or the material used in the construction of the Transit Center (including latent defects in the original or any subsequent construction of the Transit Center or defects in the design of the Transit Center) or in the Transit Center equipment or appurtenances thereto; (xi) cost of any work or services performed for any facility other than the Transit Center and improvements related to the Transit Center; (xii) any cost representing an amount paid to a person, firm, corporation or other entity related to Landlord that is in excess of the amount which would have been paid in the absence of such relationship; (xiii) attorneys' fees, accounting fees and other expenditures incurred in connection with negotiations, disputes and claims of other tenants or occupants of the Transit Center, except as specifically otherwise provided in this Lease; (xiv) late fees or charges incurred by Landlord due to late payment of expenses, so long as Tenant has timely paid all additional rent payable under this Lease for the period in question; (xv) any costs required by or incurred in connection with the violation of or any failure of the Transit Center to comply with any federal, state or local law enacted before the date of this Lease; (xvi) charitable donations; (xvii) costs or expenses for sculpture, paintings, or other works of art, including costs incurred with respect to the purchase, ownership, leasing, showing, promotion, securing, repair and/or maintenance of the same; (xviii) wages, bonuses and other compensation of employees above the grade of property manager and fringe benefits other than insurance plans and tax qualified benefit plans; (xix) any other expense which under sound accounting principles and practice as they relate to the real estate industry would not be rendered as a normal maintenance or operating expense; and (xx) costs for services that are not provided to all tenants of the Transit Center.

"Common Facilities," means all areas, space, equipment, and special services, occupants of the Transit Center, their employees, agents, servants, customers and other invitees, including without limitation, parking areas, access roads, driveways, retaining walls, landscape areas, truck serviceways or tunnels, loading docks, pedestrian walks, malls, courts, stairs, ramps and sidewalks, comfort and first aid stations, washrooms and parcel pick-up stations. Tenant hereby acknowledges that Landlord may choose to coordinate and consolidate garbage pick-up and window cleaning among all tenants and thereby include these charges in each tenant's pro rata share of CAM Expenses.

During the Initial Term of the Lease Term, Tenant will pay to Landlord, as Tenant's pro rata share of CAM Expenses, a sum equal to nine percent (9.0%) ("Tenant's Pro Rata Share") of CAM Expenses, plus all costs of security, utilities and maintenance staffing costs of the building and real property of which the Demised Premises are a part attributable to the hours of 11:00 p.m. through 5:00 a.m. Monday through Saturday, and all day Sunday (the "After-Hours Expenses"), for so long as Tenant uses the Demised Premises during such hours. Notwithstanding the foregoing, in the event Landlord or another tenant or permitted user of the Transit Center begins providing bus service during the hours of 11:00 p.m. through 5:00 a.m. Monday through Saturday, or all day Sunday, the cost of the After-Hours Expenses shall be proportionately shared by Tenant and Landlord or such other tenants as reasonably determined by Landlord. Payment of Tenant's Pro Rata Share of CAM Expenses and After-Hours Expenses shall be made simultaneously with the payment of the Minimum Rent. Within thirty (30) days after the end of each calendar year, Landlord shall deliver to Tenant a statement showing the cost of operating and maintaining the Common Facilities as hereinabove set forth. In the event the total monthly payments made by Tenant for Tenant's Pro Rata Share of CAM Expenses or After-Hours Expenses are less than Tenant's actual proportionate share for such calendar year, then Tenant shall pay such deficiency to Landlord immediately upon demand and the estimated monthly payments for Tenant's Pro Rata Share of CAM Expenses for the next succeeding calendar year will be the actual amount of Tenant's Pro Rata Share of CAM Expenses for the preceding calendar year. In the event the total monthly payments made by Tenant for Tenant's Pro Rata Share of CAM Expenses or After-Hours Expenses are more than Tenant's actual proportionate share for such calendar year, then Landlord shall reimburse such overage to Tenant within thirty (30) days after the end of the calendar year or at Landlord's election, credit such amount to the next due estimated monthly payments for Tenant's Pro Rata Share of CAM Expenses. Tenant or its third party auditor shall have the right, not more than once with respect to any applicable calendar year, with prior reasonable notice in writing, to audit and inspect Landlord's books and records relating to the CAM Expenses. In the event Tenant's audit reveals an overpayment by Tenant of Tenant's Pro Rata Share of CAM Expenses in excess of five percent (5%), Landlord agrees to pay the actual and reasonable costs of Tenant's audit. For purposes of calculating CAM Expenses and After-Hours Expenses under this Section 16.02, the maximum increase in the amount of CAM Expenses and After-Hours Expenses (for each calendar year after the first Lease Year shall be limited to no more than 5% per calendar year on a non-cumulative basis.

16.03 PUBLIC UTILITIES. In addition to all rentals herein specified, Tenant shall contract for and pay for all utilities, used or consumed in or upon the Demised Premises and all sewer charges, as and when the charges therefore shall come due and payable, and Tenant shall pay any garbage or trash collection fees imposed by any governmental authority, or any agency designated to collect such garbage or trash, or the Landlord, as the case may be. Landlord shall not be responsible for any costs or losses incurred by Tenant for interruptions in utility services due to circumstances beyond the control of the Landlord. Landlord shall install separate meters for measuring Tenant's water and electricity use. Notwithstanding anything to the contrary, Landlord shall during the Initial Term and any Renewal Terms furnish the following services: (i) water at those points of supply provided for general use of tenants of the Transit Center; (ii) sufficient electrical panel, riser and transformer capacity to the Demised Premises for equipment that does not require more than 110 volts and whose electrical consumption does not exceed normal office usage; (iii) air-conditioning and heating in season, during normal business hours, at such temperatures and in such amounts as are considered standard for comparable buildings in the Fayetteville, North Carolina area; and (iv) replacement of bulbs or lamps in building-standard light fixtures installed by Landlord and bulb or lamp replacement in public toilet and restroom areas and stairwells. Landlord shall use commercially reasonable efforts to restore any service required of it that becomes unavailable. If Tenant is reasonably prevented from using the Demised Premises because of the unavailability of any critical service (as such term is defined below) for a period of five (5) consecutive business days following Landlord's receipt from Tenant of a written notice regarding such unavailability, the restoration of which is within Landlord's reasonable control, and such unavailability was not caused by Tenant or a governmental directive, then Tenant shall be entitled to an abatement of Rent for each consecutive day (after such 5-business day period) that Tenant is so prevented from using the Demised Premises. If such unavailability of any critical service continues for thirty (30) consecutive days following Landlord's receipt from Tenant of a written notice, Tenant shall have the right to terminate the Lease. For purposes hereof, it is agreed that the term "critical service" shall mean and refer to only electrical service, HVAC service, sewer service or water service to the Demised Premises, and that the rent abatement provisions of this paragraph shall accordingly only apply in the event of the unavailability of any such critical services.

ARTICLE XVII

MISCELLANEOUS

17.01 NOTICES. All notices, elections, demands, requests and other communications hereunder shall be in writing signed by the party making the same and shall be sent by certified or registered United States mail, postage prepaid, addressed:

To Landlord: City of Fayetteville
455 Grove Street
Fayetteville, NC 28301
ATTN: Transit Director

With a copy to: City Attorney
433 Hay Street
Fayetteville, NC 28301

To Tenant: 350 N. St. Paul Street
Dallas, TX 75201
ATTN: Legal Department

With a copy to: 350 N. St. Paul Street
Dallas, TX 75201
ATTN: Real Estate Department

or such other address as may hereafter be designated in writing by either party hereto. The time and date on which mail is delivered to the address of the addressee (even if such addressee refuses delivery thereof) shall be the time and date on which such communication is deemed to have been given.

17.02 BROKERAGE COMMISSIONS AND FINDER'S FEES. Each of the parties represents and warrants that it has engaged no broker or finder and that no claims for brokerage commissions or finder's fees will arise in connection with the execution of this Lease and each of the parties agrees to indemnify the other against and hold it harmless from all liabilities arising from any such claim arising on account of its acts or omissions (including, without limitation, the cost of attorney's fees in connection therewith).

17.03 EQUITABLE REMEDIES. Except as specifically otherwise provided, the parties agree that their obligations hereunder shall be enforceable by specific performance. Except where stated to be exclusive or sole, the specified remedies to which the parties may resort under the terms of this Lease are cumulative and are not intended to be exclusive of any other remedies or means of redress to which either party may be lawfully entitled in case of any breach or threatened breach of any provision of this Lease.

17.04 NO WAIVER. The waiver by Landlord of any breach of any term, covenant or condition herein contained shall not be deemed to be a waiver of such term, covenant or condition or any subsequent breach of the same or any other term, covenant or condition herein contained. The subsequent acceptance of Rent hereunder by Landlord shall not be deemed to be a waiver of any preceding breach by Tenant of any term, covenant or condition of this Lease, other than the failure of Tenant to pay the particular rental so accepted, regardless of Landlord's knowledge of Rent. No covenant, term nor condition of this Lease shall be deemed to have been waived by Landlord, unless such waiver shall be in writing by Landlord.

17.05 ENTIRE AGREEMENT. This Lease contains the entire agreement between the parties hereto, and no promises, agreements, conditions or stipulations not contained herein shall be binding upon either party hereto.

17.06 LANDLORD'S RIGHT TO CURE. In the event Tenant should fail to perform any of its obligations hereunder, in addition to any other remedies provided hereunder or by law, Landlord shall have the right, at its option, to perform such obligations on behalf of Tenant at any time following ten (10) business days' prior written notice to Tenant (except in cases of emergency when no notice shall be required). In such event, Tenant shall pay the Landlord, as Additional Rent hereunder, all costs and expenses so incurred by Landlord, including reasonable attorney's fees upon demand. All such amounts shall bear interest at the rate of five percent (5%) per annum from the date such amounts are incurred until paid.

17.07 CAPTIONS. The captions and headings throughout this Lease are for convenience and reference only and the words contained therein shall in no way be held or deemed to define, limit, describe, explain, modify, amplify or add to the interpretation, construction or meaning of any provision of or the scope or intent of this Lease, nor in any way affect this Lease.

17.08 SUCCESSORS AND ASSIGNS. This Lease, and each and every provision hereof, shall be binding upon and shall inure to the benefit of Landlord and Tenant, their respective successors, successors-in-title, legal representatives, heirs and assigns, and each party hereto agrees, on behalf of itself, its successors, success-in-title, legal representatives, heirs and assigns, to execute any instrument which may be necessary or appropriate to carry out and execute the purpose and intentions of this Lease, and hereby authorizes and directs its successors, successors-in-title, legal representatives, heirs and assigns, to execute any and all such instruments. Each and every successor in interest to any part hereto, whether such successor acquires such interest by way of gift, purchase, foreclosure or by any other method, shall hold such interest subject to all of the terms and provisions of this Lease.

17.09 SEVERABILITY. In the event any provision of this Lease is held to be invalid or unenforceable, such invalidity or unenforceability shall not affect the validity or enforceability of any other provision hereof.

17.10 MODIFICATION. No change nor modification of this Lease shall be valid or binding upon the parties hereto unless such change or modification shall be in writing and signed by the party against whom the same is sought to be enforced.

17.11 NUMBER AND GENDER. Whenever required by the context, the singular number shall include the plural and the masculine shall include the feminine and neuter.

17.12 ESTATE FOR YEARS. This Lease shall be construed as creating an estate for years.

17.13 ESTOPPEL CERTIFICATE. Tenant agrees to certify in writing the status of this Lease and the Rent payable hereunder, at any time, upon ten (10) business days' written notice after receipt of Landlord's written request therefor. Such certificate shall be in a form reasonably satisfactory to Landlord, any governmental authority or public agency, or to a prospective purchaser or holder of a security instrument executed by Landlord, as the case may be. Reasonable modifications may be made by Tenant to any such certificate presented to Tenant in order to accurately reflect the then current status of the Lease and the parties thereto. In addition to any other matters required, such certificate shall certify the Commencement Date of the Lease Term and the anticipated termination date thereof, whether or not this Lease is in full force and effect; whether or not this Lease has been amended or modified; acknowledging that there are not any uncured defaults and, if there are, specifying the particulars of such default and the action required to remedy it; and whether or not there are any set-offs against or defenses to the enforcement of the terms and conditions of this Lease, and if so, specifying the particulars of such set-offs or defenses.

17.14 SHORT FORM OR MEMORANDUM OF LEASE. Tenant shall not record this Lease or a short form or memorandum of this Lease for without the prior written consent of Landlord as determined in its sole discretion.

17.15 COUNTERPARTS. This Lease has been executed in a number of counterparts, all of which shall for all purposes be deemed an original, binding on Landlord and Tenant.

17.16 DELAY. The time for performance by Landlord or Tenant of any term, provision or covenant of this Lease shall be deemed extended by time lost due to delays resulting from acts of God, strikes, unavailability of utilities or building materials, civil riots, floods, material or labor restrictions by governmental authority, enforcement of governmental regulations or requirements, and any other cause not within the control of Landlord or Tenant, as the case may be ("Force Majeure"); provided, however, lack of financial resources to perform hereunder shall not be deemed an event of force majeure. The party claiming an extension based upon a force majeure event must advise the other party, in writing, of the circumstances supporting such claim within fifteen (15) business days of the event. Failure to timely provide written notice of a "Force Majeure" delay shall be deemed a waiver of the additional time claim.

17.17 APPLICABLE LAW. This Lease shall be governed by and construed in accordance with the laws of the State of North Carolina without regard to its principles of conflicts of laws.

17.18 RELATIONSHIP OF PARTIES. Nothing herein contained shall be deemed or construed by the parties hereto nor by any third parties as constituting Landlord a partner of Tenant in the conduct of Tenant's business, or as creating the relationship of principal and agent or joint venturers between the parties hereto, it being the intention of the parties hereto that the relationship between them is and shall at all times during the term of this Lease be and remain that of Landlord and Tenant only.

17.19 HAZARDOUS SUBSTANCES. Tenant shall not transport, use, store, maintain, generate, manufacture, handle, dispose, release, discharge or spill any "Hazardous Material" (as defined below), or permit any of the same to occur, or permit any Hazardous Materials to leak or migrate, on or about the Transit Center or Demised Premises. The term "Hazardous Material" for purposes hereof shall mean any flammable, explosive, toxic, radioactive, biological, corrosive or otherwise hazardous chemical, substance, liquid, gas, device, form of energy, material or waste or component thereof, including, without limitation, petroleum-based products, diesel fuel, paints, solvents, lead, radioactive materials, cyanide, DDT, printing inks, acids, pesticides, ammonia compounds and other chemical products, asbestos, polychlorinated biphenyls (PCB's) and similar compounds, and any other items that now or subsequently are found to have an adverse effect on the environment or the health and safety of persons or animals or the presence of which requires investigation or remediation under any Law or governmental policy. Without limiting the generality of the foregoing, "Hazardous Material" includes any item defined as a "hazardous substance," "hazardous material," "hazardous waste," "regulated substance" or "toxic substance" under the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, 42 U.S.C. Sections 9601 *et seq.*, Hazardous Materials Transportation Act, 49 U.S.C. Sections 1801 *et seq.*, Resource Conservation and Recovery Act of 1976, 42 U.S.C. Sections 6901 *et seq.*, Clean Water Act, 33 U.S.C. Sections 1251 *et seq.*, Safe Drinking Water Act, 14 U.S.C. Sections 300f *et seq.*, Toxic Substances Control Act, 15 U.S.C. Sections 2601 *et seq.*, Federal Insecticide, Fungicide and Rodenticide Act, 7 U.S.C. Sections 136 *et seq.*, Atomic Energy Act of 1954, 42 U.S.C. Sections 2014 *et seq.*, and any similar federal, state or local Laws, and all regulations, guidelines, directives and other requirements thereunder, all as may be amended or supplemented from time to time

Tenant shall indemnify and hold Landlord harmless from any and all claims, actions, judgments, criminal penalties and rulings of regulatory agencies in any wise resulting out of Tenant's having stored, used or sold hazardous substances (as the same are defined by federal and state statutes and regulation of governmental agencies having jurisdiction over the same) in the Demised Premises.

Notwithstanding the foregoing, Landlord represents and warrants to Tenant that, to the Landlord's knowledge as of the date of this Lease, based solely on (i) the

Environmental Assessment approved by the Federal Transit Administration (FTA), dated August 3, 2010, and (ii) that certain No Further Action Letter issued by the North Carolina Department of Environmental Quality (NCDEQ) dated March 7, 2016, the Demised Premises and all other portions of the Transit Center are free from Hazardous Materials which violate, are required to be removed or remediated by or give rise to any liability under applicable Laws. During the Term of this Lease, Landlord shall remediate, at its sole cost and expense, any Hazardous Materials in the Demised Premises to the extent required by applicable Laws, so long as Tenant is not responsible for any portion of such Hazardous Materials and so long as Tenant is not in breach of its obligations under this Section 17.19.

17.20 TIME OF ESSENCE. Time is of the essence of this Agreement.

17.21 SURRENDER OF DEMISED PREMISES. Tenant shall surrender possession of the Demised Premises upon expiration of termination in good condition and repair, broom clean and free of debris in compliance of all governmental orders, rules, regulations and statutes, subject only to ordinary wear and tear and loss by fire or other casualty. Tenant shall deliver all keys to Landlord upon surrender. Tenant shall remove any fixtures and trade equipment owned by Tenant and shall repair and damage to the Demised Premises whether caused by the removal or otherwise. Except for removal of fixtures and trade equipment, any improvements or installation shall remain the property of Landlord; provided, however, Landlord shall have the option of requiring Tenant to remove such improvements or installation and to repair any damages caused by such removal. If Tenant fails to comply with the requirements of this section, Landlord shall have the right to perform such alterations, changes and repairs and to charge Tenant for the cost of all such activities by Landlord, together with an administrative fee of five percent (5%) of the total cost. Any fixtures, personal or other property not removed by Tenant upon expiration and termination shall be deemed abandoned and Landlord may dispose of such property as it deems expedient without notice or liability. Tenant shall, upon demand, reimburse Landlord for any expense incurred by Landlord in connection with such property disposition.

17.22 E-VERIFY. Tenant hereby acknowledges that "E-Verify" is the federal E-Verify program operated by the U.S. Department of Homeland Security and other federal agencies which is used to verify the work authorization of newly hired employees pursuant to federal law and in accordance with Article 2, Chapter 64 of the North Carolina General Statutes. Tenant further acknowledges that all employers, as defined by Article 2, Chapter 64 of the North Carolina General Statutes, must use E-Verify and after hiring an employee to work in the United States, shall verify the work authorization of the employee through E-Verify in accordance with North Carolina General Statute §64-26(a). Tenant hereby pledges, attests and warrants through execution of this Agreement that Tenant complies with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes as it relates to its employees at the Demised Premises and further pledges, attests and warrants that any subcontractors currently employed by or subsequently hired by Tenant at the Demised Premises shall comply with any and all E-Verify requirements.

Failure to comply with the above requirements shall be considered a breach of this Agreement.

17.23 WAIVER OF LANDLORD'S LIEN/SECURITY INTEREST. Notwithstanding anything to the contrary in this Lease, Landlord acknowledges that any of Tenant's trade fixtures, furnishings equipment and personal property of the Tenant shall in no event become the property of the Landlord. Furthermore, Landlord waives any right, title or interest in Tenant's personal property located on the Demised Premises, including any landlord's lien or other right or interest that would arise in law or at equity or attach to Tenant's personal property as a result of Tenant entering into this Lease until such time as Landlord may obtain an enforceable judgment against Tenant from a court with jurisdiction of Tenant or Tenant's Property, at which time Landlord shall have such lien rights at law and in equity to enforce and collect such judgment and Tenant's obligations under this Lease. Landlord agrees to execute and deliver to Tenant, within thirty (30) days after receipt by Landlord of written request therefor, such agreements with Tenant's lender as may be reasonably requested by Tenant or Tenant's lender, in form and content reasonably acceptable to Landlord, to evidence and confirm the waiver set forth in this paragraph above and to grant Tenant's lender the right to enter the Demised Premises for purposes of removing any property of Tenant that serves as collateral under any loan by Tenant's lender; provided, however, any such agreement shall provide that (i) Tenant's lender shall be responsible for, and shall promptly repair, any damages resulting from the removal and shall indemnify Landlord against any such damage or injury to person or property arising from the entry upon the Premises and/or removal of property by Tenant's lender or its agents or representatives.

17.24 AUTHORITY TO ENTER LEASE. Each of the persons executing this Lease on behalf of Tenant and Landlord warrant to the other party that he/she is authorized to do so.

17.25 IRAN DIVESTMENT ACT. As mandated by N.C.G.S. 143C-6A-5(a), Tenant hereby certifies that it is not listed on the Final Divestment List created by the North Carolina State Treasurer pursuant to N.C.G.S. 143C-6A-4. Tenant further certifies that in accordance with N.C.G.S. 143C-6A-5(b) that it shall not utilize any subcontractor found on the State Treasurer's Final Divestment List. Tenant certifies that the signatory to this Lease Agreement is authorized by the Tenant to make the foregoing statement.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Landlord has caused this Lease to be executed under seal, the day and the year first above written.

LANDLORD:

THE CITY OF FAYETTEVILLE

By: _____
Name: Douglas J. Hewett, ICMA-CM
Title: City Manager

STATE OF _____

COUNTY OF _____

I certify that the following person personally appeared before me this day, acknowledging to me that he or she voluntarily signed the foregoing document for the purpose stated therein and in the capacity indicated:

_____.

DATE: _____, 201__.

Signature of Notary Public

Printed Name: _____

My Commission expires: _____

[NOTARY PUBLIC STAMP OR SEAL]

IN WITNESS WHEREOF, Tenant has caused this Lease to be executed under seal, the day and the year first above written.

TENANT:

Approved as to form
By [Signature]
Attorney

GREYHOUND LINES, INC.,
a Delaware corporation

By:

Name: DAVID S. LEACH

Title: PRESIDENT, CEO

STATE OF TEXAS

COUNTY OF DALLAS

I certify that the following person personally appeared before me this day, acknowledging to me that he or she voluntarily signed the foregoing document for the purpose stated therein and in the capacity indicated:

DAVID S. LEACH - PRESIDENT, CEO

DATE: AUGUST 21, 2017.

Michael Bruce Erickson

Signature of Notary Public

Printed Name: MICHAEL BRUCE ERICKSON

My Commission expires: 04-24-2021

[NOTARY PUBLIC STAMP OR SEAL]

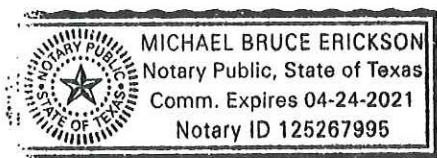


EXHIBIT A

Tract One:

Being all of that certain parcel as shown on that Plat entitled "Recombination Survey of the City of Fayetteville Tracts and Right of Way Dedication" as recorded in Plat Book 132, Page 37 of the Cumberland County Registry having a Tax Parcel ID number of 0437-34-9426.

Tract Two:

(On the east side of Robeson Street and south side of Pershing or Franklin) BEGINNING at the intersection of the eastern margin of Robeson Street with the southern margin of Franklin Street, also called Pershing Street, and running thence with the southern margin of Franklin Street or Pershing Street, South 65 degrees East 96 feet to a stake; thence South 25 degrees West 66 feet to a stake; thence North 65 degrees West 96 feet to a stake in the eastern margin of Robeson Street; thence with the eastern margin of Robeson Street North 25 degrees East 66 feet to the BEGINNING.

Tract Three:

(On the east side of Robeson Street adjoining the above described lot) BEGINNING at a stake in the eastern margin of Robeson Street in the City of Fayetteville at a point South 25 degrees West 66 feet from the intersection of said street margin and the southern margin of Franklin Street said beginning point also being the southwest corner of a lot above described, and runs thence with the southern boundary of said lot South 65 degrees East 111 feet to a stake in said line, the northwest corner of the lot conveyed out of the lot of which this tract is a part of Lenox H. Bramble (see deed recorded in Book 438, page 208, Cumberland County Registry) thence as Bramble's line South 25 degrees West 66 feet to a stake in the southern boundary of the lot of which this tract is a part, Bramble's southwest corner; thence with that line North 65 degrees West 111 feet to a stake in the eastern margin of Robeson Street; thence as said street margin North 25 degrees East 66 feet to the BEGINNING.

Tract Four:

BEGINNING at a point in the southern margin of Franklin Street (formerly referred to as Pershing Street) 96 feet from the intersection of the said southern margin of Franklin Street with the eastern margin of Robeson Street, and running thence with the southern margin of Franklin Street, South 65 degrees 00 minutes East 42 feet to a point, the intersection of the western margin of a 12 foot alley with the southern margin of Franklin Street; thence with the said western margin of the 12 foot alley, South 25 degrees 00 minutes West 132 feet to a point, thence North 65 degrees 00 minutes West 27 feet to a point; thence North 25 degrees 00 minutes East 66 feet to a point; thence North 65 degrees 00 minutes West 15 feet to a point; thence North 25 degrees 00 minutes East 66 feet to the BEGINNING corner.

TRACTS TWO, THREE AND FOUR MAKE UP TAX PARCEL ID NUMBER 0437-34-7579

SITE PLAN

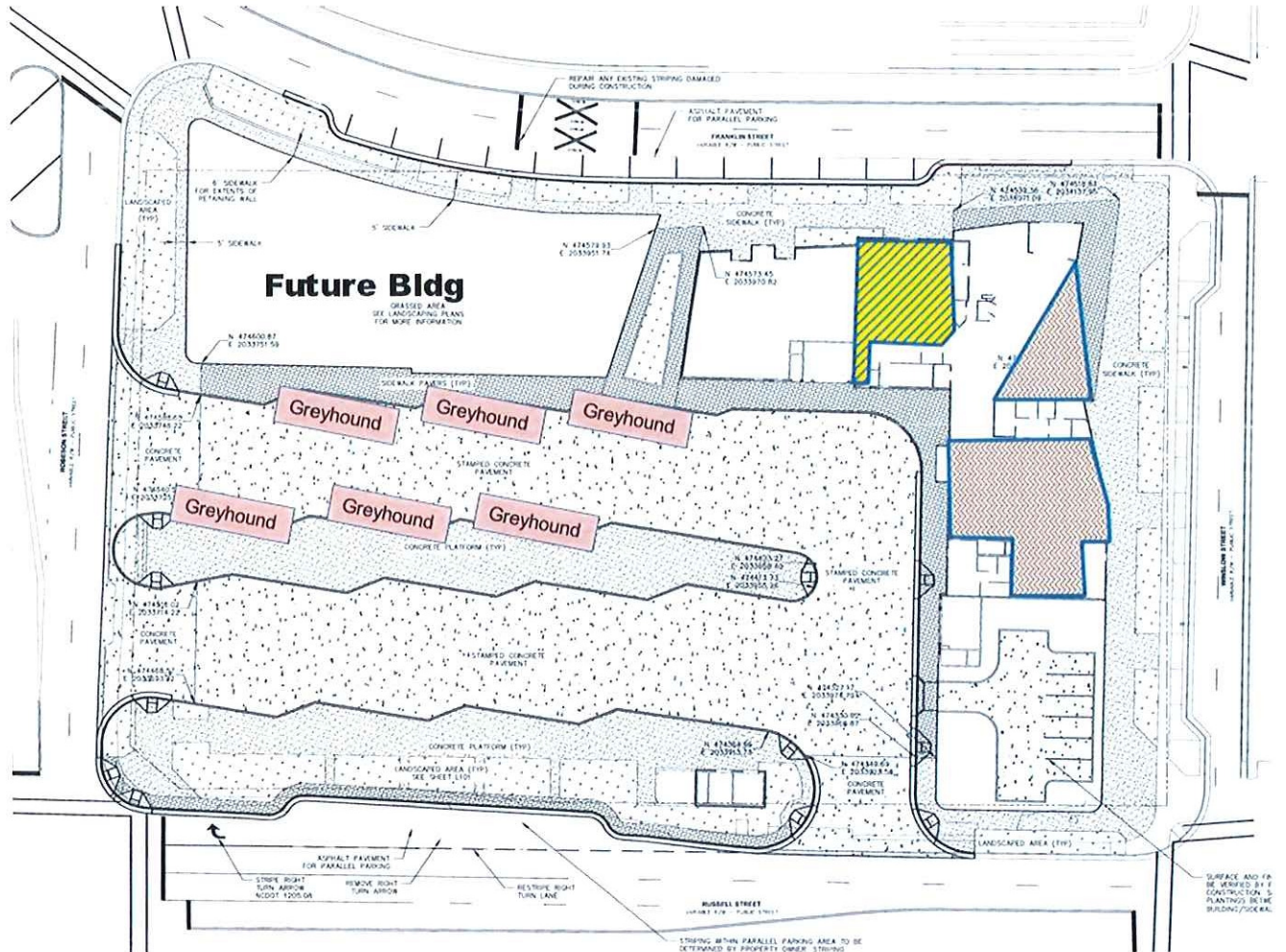


EXHIBIT C
LANDLORD'S WORK

Description of a Landlord's Work Responsibility:

Concrete slab (4 in), with vapor barrier, ready to receive tile or carpet

Complete store front, including framing, windows and aluminum front door

Interior metal-stud framing and drywall (taped and spackled from the slab to the drop ceiling) ready for painting or wall tile (restroom) based on tenant design. Design includes entry customer queuing area, ticket/information counter, cash room, breakroom, two offices, and two restrooms

Wall painting or wall tile (restroom)

Acoustical panel ceiling with soffits at 9 ft. minimum height

Ceiling light fixtures (70 foot candle illumination)

Aluminum exit doors (and door hardware) to common entry and passenger waiting areas

Steel exterior exit doors to bus bays and to cash room (and door hardware)

Solid core interior wood doors (and door hardware)

Restroom fixtures to include toilet, sink, grab bars, soap dispenser, hand dryer, waste paper container and mirror.

Fire extinguisher cabinet

Electrical service to space

Plumbing to space

Complete HVAC system, including ductwork

Fire protection system

Redesign and relocate existing walls to provide tenant's access to bus bays

Relocate elevator to accommodate tenant's space design

Sanitary hopper for buses, including connection to sanitary sewer

Engineering and design fees directly related tenant up fit above

Any items not specifically listed as Landlord's work above shall be the responsibility of the tenant.

EXHIBIT D
TENANT'S WORK

Description of a Tenant's Work Responsibility:

Customer seating (Greyhound suite)

Queuing lines

Employee lockers

Office furniture

Information technology equipment (computers, monitors, printers, telephones)

Storage racks for packages/luggage

Greyhound signage

SCHEDULE 15.01A
SIGNAGE PACKAGE
[SEE PAGE FOLLOWING]

GREYHOUND LINES, INC. - SIGNAGE LOCATIONS
FAYETTEVILLE, NC

