

LEASE TERMINATION AGREEMENT

THIS AGREEMENT made this 30 day of September, 1987, by and between K & P PROPERTIES ("Lessor"), an Indiana General Partnership, and RYDER TRUCK RENTAL, INC./ ("Lessee").

Successor by Merger to Ft. Wayne Leasing Co., Inc. your WITNESSETH:

RECITALS:

- 1. Lessor and Lessee have heretofore entered into a certain written Real Estate Lease dated January 3, 1980, for real estate located in Winston-Salem, North Carolina, more particularly described on Exhibit "A" attached hereto and incorporated herein and hereinafter referred to as the ("Real Estate").
- 2. Lessor is desirous of selling this Real Estate and terminating the Lesse with Lessee, and the Lessee has agreed to pay the Lessor the sum of Ninety Thousand Dollars (\$90,000.00)* for this Lease Termination Agreement.
- 3. The Lessor has, as a condition to the sale of the Real Estate, made a requirement that the Lessee pay the Lessor the sum of Ninety Thousand Dollars (\$90,000.00)* to effectuate a termination of the Lease.
- 4. The Lessor and the Lessee are agreeable to terminating the Lesse between the Lessor and the Lessee for the Real Estate provided, however, that the Lessee also agrees to the immediate termination of the Option to Purchase set forth in paragraph VIII and the Option to Renew Lease set forth in paragraph IX of the said lease dated January 3%, 1980, for the Winston-Salem, North Carolina, property, and further agrees that the provisions of paragraph X titled "Integration of Leases" in said Lease shall have no further force or effect insofar as the Winston-Salem Real Estate is concerned.

AGREEMENT:

- The Lessee and the Lessor agree that the Lease dated January 3f, 1980, for the Real Estate located in Winston-Salem, North Carolina, is terminated effective as of the date of this Agreement.
- The Lessee and the Lessor do herewith agree that the Option to Purchase, Option to Renew Lease, and "Integration of Leases", as set forth in paragraphs VIII, IX, and X of the said Lease, shall have no further force or effect insofar as the Winston-Salem Real Estate is concerned, but that the "Integration of Leases" shall remain in full force and effect as to the Fort Wayne, Indiana; Greenville, Tennessee; and Medina, Ohio, Leases.

*less the sum of \$3,520.00 per month from August 1, 1987 through the date of closing of the sale of said real estate.

BEK 162273506

Drawn outside N.C.

IN WITNESS WHEREOF, the parties have hereunto said their hand and seal the day and year first above written.

K & P PROPERTIES	RYDER TRUCK RENTAL, INC.
THOMAS W. KELLEY, PartneySEAL	BY: Executive Dice Precident
(Seal)	Attest:
STATE OF INDIANA	O Mario Silvino
) SS: COUNTY OF ALLEN)	(Seal) Secretary
Before me, the undersigned Notary Public in and for said County and State, personally appeared K & P PROPERTIES by THOMAS W. KELLEY, a partner, and acknowledged the above and foregoing this day of September, 1987. WITNESS MY HAND AND NOTARIAL SEAL	
My Commission Expires:	Vine Holens
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Mesident of; Indiana	
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COUNTY OF Dade) SS:	
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This 31 St day of Mg. 1987, personally came before me, Marka Ray Nasa a Notary Public, Mf. Murphy, who, being by me duly sworn, says that he knows the common seal of Ryder Truck Rental, Inc., and is acquainted with C.R. Concell who is the Vice President of said corporation, and that he, the said secretary, is the Secretary of said Corporation, and saw the said Vice President sign the foregoing instrument, and saw the said common seal of said corporation affixed to said instrument by said Vice President, and that he the said secretary signed his name in attestation of the execution of said instrument in the president of said Corporation. Witness my hand and notarial seal or stamp this 3/St day of Miguel 1987.	
My Commission Expires:	West Par - Minn
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STATE OF NORTH CAROLINA-Forsyth County	+ a. Neine M.P. aller co Ind +
The foregoing (or annexed) certificate of the of the of the original origi	ame and fricial title of the officer signing the certificatepaged upon) A C F O. FUR TION Sept 19.87
SEP 11 3 H2 PM Topos, Register of Deeds	
L.E. SPE	DEEDS
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EXHIBIT A

BEGINNING at an iron stake in the North right of way line of Thirty-Second Street, said iron stake being the Southeast corner of John Carter and Robert T. Carter (see Deed Book 956, Page 578) in said right of way line; thence from said point of beginning and with Carter's Eastern line, North 17 degrees 21' 10" East 235.74 feet to an iron stake in the Southern line of Woodland Cemetery; thence with said line, South 88 degrees 16' 07" East 721.86 feet to an iron stake in the West line of a 15 foot alley; thence South 0 degrees 47' 47" West 229.48 feet to an iron stake in the Northern right of way line of Thirty-Second Street; thence with said right of way line, North 89 degrees 0' West 236.0 feet to a point; thence continuing with said right of way line, North 87 degrees 42' 22" West 553.13 feet to an iron stake, the point and place of BEGINNING. Being Tax Lot 9, Block 3408 as shown on the Forsyth County Tax Maps. For further reference see Deed Book 656, page 128 and Deed Book 617, page 391, of the Forsyth County Registry. Said description is in accordance with a survey made by Joseph A. Johnson, Jr. R.E., dated March 22, 1978.

The above land was conveyed to Fort Wayne Leasing Co., Inc. by WBM Properties as shown in Deed Book 1216, Page 1522, Office of Register of Deeds of Forsyth County, North Carolina. Ryder Truck Rental, Inc., successor-in-interest by merger to Fort Wayne Leasing Co., Inc., conveyed the above land to K & P Properties per a Deed dated January 2, 1980, and recorded January 10, 1980, at 3:20 p.m. per a Deed shown at Deed Book 1294, Page 609, Office of Register of Deed of Forsyth County, North Carolina.