

STATE OF SOUTH CAROLINA)
)
 COUNTY OF GREENVILLE)

LEASE AGREEMENT

This lease agreement made and entered into this the 9th day of May, 1962 by and between Walter W. Dillard, of the County of Greenville, State of South Carolina, hereinafter referred to as the lessor, and Miller Motor Express, Inc., a corporation, duly chartered, organized and existing under the laws of the State of North Carolina with its principal office and place of business in Charlotte, North Carolina, hereinafter referred to as the tenant:

WITNESSETH:

That the lessor in consideration of the covenants herein contained made by the tenant does hereby lease and demise unto the said tenant, its successors and assigns, upon the terms hereinafter set forth and for the length of time hereinafter set forth, the real estate, together with the improvements to be placed thereon, located in the County of Greenville and the State of South Carolina, more particularly described as follows:

Located on the southerly side of Suber's Mill Road, beginning at point in the southerly edge of the right-of-way of Suber's Mill Road, the said point being in the westerly property line of B. F. Few; thence ~~with the~~ ^{with the} right-of-way line of Suber's Mill Road S62-00 W 200 feet to an iron pin; thence with Walter W. Dillard property S28-00 E 300 feet to an iron pin; thence with Walter W. Dillard property N62-00 E 318.7 feet to an iron pin; thence with the westerly property line of B. F. Few N49-35 W 322.6 feet to the place or point of beginning, and containing 1.8 acres more or less; all as shown on the plat hereto attached and made a part hereof.

TO HAVE AND TO HOLD the said premises, with all the rights and privileges thereto belonging, to the said tenant, its successors and assigns for a period of ten (10) years, to commence on the date hereinafter set forth, upon the following terms and conditions, which the parties hereto covenant and agree to perform and abide by as follows:

(1) The lessor shall construct at his own expense on the aforesaid land two buildings to be used by the tenant as a motor freight terminal and shop. The motor freight terminal building is to be a minimum of 50 feet x 110 feet with a canopy approximately ten feet wide. The shop building is to be a minimum of 30 feet x 40 feet. The plans and specifications for the said buildings have been agreed to by the parties, initialed by them, and are hereby made a part hereof.

(2) The lessor shall put down concrete landing strips for the trailers of the tenant, said strips to be ten feet wide and a total length of 140 feet; the concrete strips shall be eight inches deep. The exact location of the concrete landing strips has been agreed to by the parties and are so marked on the attached plat. The driveway and the fenced yard area, except that portion covered by the concrete landing strips, will be covered with crushed stone, spread and packed to a thickness of four inches. An asphalt surfacing will be placed on five thousand six hundred thirty-eight (5,638) square yards of the driveway and fenced area. This surfacing to be properly applied and rolled to a thickness of two inches on top of the four inches of crushed stone base. The two inch asphalt surface to be a mixture which meets the specifications of the South Carolina Highway Department. All of this crushed stone, asphalt surfacing and the paving shall be done and paid for by the lessor.

(3) The term of this lease shall begin on August 1, 1962 and be for a term of ten (10) years ending on July 31, 1972, except that if the building and the surfacing to be done by the lessor, as is hereinabove provided for in Paragraphs