

THE FURMAN CO.
ESTABLISHED 1888

DANIEL BUILDING • 803 / 242-5151

GREENVILLE, S. C.

29602

1173-512

STATE OF SOUTH CAROLINA

COUNTY OF GREENVILLE

This Agreement, made the 23rd day of August, 1982,
between W. H. McCRARY, W. H. McCRARY, JR. AND ROGER McCRARY of

Greenville, South Carolina, (hereafter called Lessor); and
JIMMY CLARK & TONY CLARK d/b/a LITTLE HAULERS, A PARTNERSHIP of
Greenville, South Carolina, (hereafter called Lessee); and

The Furman Co. (hereafter called Agent).

Premises

1. Lessor agrees to lease to Lessee and Lessee agrees to lease the premises situated in the City of Greenville, County of Greenville and State of South Carolina, and more specifically described as follows:

All that piece, parcel or lot of land located in the County of Greenville, State of South Carolina, situate, lying and being on the northeastern side of Cedar Lane Road, and being more fully described as follows:

BEGINNING at a point on the northeastern side of Cedar Lane Road (S.C. Highway 416) joint front corner of properties of Landlord herein and property now or formerly belonging to Hendrix and running thence along Cedar Lane Road, S. 44-41 E., 150 feet to a point; thence running N. 34-07 E., 200 feet to a point; thence running N.44-41 W., 150 feet to a point; thence running S. 34-07W., 200 feet to the point of beginning. This being the same property heretofore utilized by Bond Bakeries.

Term

for a term of 2 year(s) beginning on the 1st day of October, 1982, and ending on the 30th day of September, 1984. (No easement for light or air is a part of the premises.)

Rental

2. Rent for the premises, which Lessee agrees to pay, shall be at the yearly rate of Twelve Thousand and No/100-----(\$12,000.00)-----Dollars

Rent is payable in advance on the first day of each month, in equal monthly installments of One Thousand and No/100-----(\$1,000.00)-----Dollars to the office of The Furman Co., Daniel Building, Greenville, S. C. 29602. ATTN: Property Management Department.

Use

3. Premises shall be used for the purpose of

and no other. Lessee agrees not to use premises for any illegal purposes or to violate any regulation of any governmental body or to create any nuisance or trespass to others.

Additional Taxes

4. The Lessor shall pay in the first instance all real estate property taxes which may be levied or assessed by any lawful authority against the land and improvements. If the amount of real estate property taxes levied or assessed against the land or buildings which the leased premises form a part shall in any year exceed the amount of such taxes during the first year which shall be designated as 1982, the Lessee shall pay as additional rent its pro-rated share of such increased taxes based upon the ratio of the square feet of leased premises to the total number of square feet in the entire building. It is agreed that the leased premises contain _____ square feet, and the rentable area of the entire property is _____ square feet; the leased premises, then, is 100 % of the entire property.

Presentation of paid tax receipts, upon request, will be deemed sufficient evidence of additional rents due, which will be payable by separate check along with the following month's rent. In the event rent taxes are ever imposed, Lessee shall pay such taxes.

Insurance

5. (A) Lessor will, at all times, have and maintain adequate fire and extended casualty coverage insurance on the building which constitutes the leased premises and pay such premiums when due. It is understood and agreed that such insurance carried by the Lessor shall cover only the structure itself.

(B) Lessee shall carry at its own expense and pay all premiums for insurance to cover its personal property, trade fixtures and merchandise contained within the structure. Lessee will also carry and keep in force a policy of comprehensive public liability insurance, including property damage, with respect to the leased premises. This policy shall provide at least the following limits: bodily injury \$100,000 each person, \$300,000 each occurrence and property damage \$50,000 each occurrence. In addition to the Lessee, the policy shall also name the Lessor as an additional insured at the cost of the Lessee. Lessee shall, upon demand, deliver to the Lessor from time to time a certificate or other evidence that this public liability insurance coverage is being maintained by the Lessee.

(C) With regard to the insurance coverage to be maintained by the Lessor as set forth in 5 (A) above, if the Lessee, by reason of its use of the premises, causes an increase in the insurance rates of the Lessor, Lessee will compensate the Lessor by paying additional rent to equal the amount of the increase in the rate caused by the Lessee's use. This amount shall be due and payable to the Lessor on the first day of the month immediately following any such increase. In any such instance, however, the Lessee will be given the opportunity to eliminate the rate increase, if it is possible to do so, by complying with recommendations of the Lessor, Lessor's agent, Lessor's insurance company, or any other authorized regulatory body.

Utilities

6. The Lessee agrees to pay all charges for electricity, gas, heating, fuel, water, sewer rentals or charges, and any other utility charges used in the premises.

Subletting and Assignments

7. It is understood and agreed that if Lessee does so assign or sublet (only after having received written permission from the Lessor) all or any portion of the leased premises, Lessee, nevertheless, shall remain responsible to Lessor under all terms and conditions of this lease including, among other responsibilities and without limiting

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