

STATE OF SOUTH CAROLINA }
COUNTY OF GREENVILLE }

S.C.

PM '82

RSLEY

LEASE

BOOK 1160 PAGE 447

This Indenture Of Lease, made at Greenville, South Carolina, the 28
day of Dec, 1981, by and between B. J. Smith, doing business as B. J. Smith
and Associates Partnership, who together with his heirs, executors, administrators,
successors and assigns, is hereinafter referred to as the "Lessor" and Lucas CAV,
Lucas Industries, Inc., who together with its successors and assigns, is hereinafter
referred to as "Lessee",

WITNESSETH:

1) Property to be Leased. For the terms and conditions as hereinafter set
forth, the Lessor does hereby lease to the Lessee 6.49 acres more particularly
described by metes and bounds in Exhibit A attached hereto and made a part hereof by
reference, together with the structures and improvements thereon or to be erected
thereon and all the appurtenances upon the property, all of which are hereinafter
referred to collectively as the "leased premises".

2) Term. To have and to hold for a term of nineteen (19) months, commencing
on the Forth day of January, 1982 and ending on the 31 day of July 1983, unless
sooner terminated.

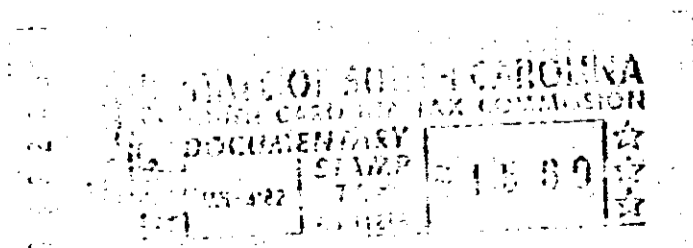
3) Authorized Use. Lessee shall use the leased premises for purposes of
offices and training center and all other lawful purposes incidental thereto.

4) Rent. Lessee hereby covenants to pay to Lessor as rental for the
leased premises for the term of this lease the sum of Forty Four Thousand and 00/100
(\$ 44,000.00) dollars per annum, payable in quarterly installments of Eleven Thousand
and 00/100 (\$ 11,000.00) Dollars each, in advance upon the first day of each quarter during
the term of this lease. First quarter rent for the period Jan 1982 to April 1982 to
be paid at the signing of this lease.

5) Taxes.

(a) Lessee shall pay, during the term of this Lease, to the public officers
charged with the collection thereof, promptly as the same shall become due, all current
real estate taxes and assessments, both general and special

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