

LEASE AGREEMENT

THIS LEASE AGREEMENT (this “Lease”) is made and entered into this ___ day of _____, 2011 by and between **BUNCOMBE COUNTY**, a body politic and corporate of the State of North Carolina (“Landlord”), and **LINAMAR NORTH CAROLINA, INC.**, a North Carolina corporation (“Tenant”). [Landlord and Tenant may be referred to individually as a “Party” or collectively as the “Parties”.]

AGREEMENT:

1. **Definitions.** Unless otherwise provided in this Lease, the following terms shall be defined as set forth below:
 - (a) “**Casualty**” means the complete or partial destruction of the Premises or Facility resulting from an identifiable event of sudden, unexpected, or unusual nature, such as, without limitation, the negligent or intentional act of a third party other than Tenant, flood, storm, fire, lightning, earthquake, or other act of nature. Notwithstanding anything to the contrary, a Casualty shall be deemed a total Casualty if it renders Tenant unable to use the Premises for Tenant’s intended use, as determined by Tenant in its reasonable discretion.
 - (b) “**Facility**” means, collectively, all of those buildings, building systems, and appurtenant structures, improvements, equipment, and fixtures that constitute the industrial plant containing approximately 405,018 square feet of building space located at 2169 Hendersonville Road in Asheville, North Carolina.
 - (c) “**Improvement**” means any addition, alteration, remodeling, redecoration, replacement, or other improvement to the Premises from and after the Commencement Date (as defined in **Section 3**), including any new construction, new building, new building system and or other new improvement constructed or installed on the Premises by Tenant and any sublessees after the Commencement Date.
 - (d) “**Premises**” means all of those tracts of land in Asheville, Buncombe County, North Carolina, containing 65.21 acres, more or less, located at 2169 Hendersonville Road in Asheville, North Carolina, together with the Facility and all rights, easements, appurtenances, and hereditaments appertaining to such property and the Facility, as more particularly described on the attached **Exhibit A**.
 - (e) “**Purchase Agreement**” means that separate Purchase and Sale Agreement for the Premises between Landlord and Tenant of even date herewith.
 - (f) “**Tenant’s Use**” means the operation of a commercial truck and off-road equipment parts manufacturing facility on the Premises, together with all uses incidental thereto or useful in connection therewith.
 - (g) “**Trade Fixtures**” means, without limitation: (1) all furniture, furnishings, fixtures, machinery, equipment, signs, and vehicles placed, installed, or fastened to the Premises or used by Tenant or its customers or invitees on the Premises; (2) all personal property of Tenant, its affiliates, or any sublessees on the Premises that is capitalized for federal or state income tax purposes; (3) all personal property of Tenant and all tools, dies, and molds of customers of Tenant that such customers keep at the Facility to aid Tenant in

making parts for, and providing services to, the customers; and (4) all additions to and replacements of any of the foregoing.

2. **Lease of Premises.** Landlord, for and in consideration of the rents, covenants, agreements, and stipulations contained in this Lease, provided for and covenanted to be paid, kept, and performed by Tenant, leases and rents unto Tenant, and Tenant leases and takes upon the terms and conditions of this Lease, the entire Premises, including the Facility, as the Premises and Facility may be Improved from time to time in accordance with this Lease. Tenant shall be entitled to occupy, use, and operate the Premises and Facility during the Term for Tenant's Use and for any other manufacturing, warehouse, distribution, or other purpose(s) permitted under applicable laws and regulations.
3. **Term.** Tenant shall have and hold the Premises for a term beginning on August 1, 2011 ("Commencement Date") and expiring at midnight on January 15, 2012 ("Term"). Notwithstanding the foregoing, if closing under the Purchase Agreement is extended pursuant to the terms and conditions of the Purchase Agreement for any reason except Tenant's default thereunder, the Term of this Lease shall also be extended for the same period of time, for no additional rental or other consideration by Tenant, to and including the new date of closing under the Purchase Agreement.
4. **Rent.** Tenant agrees to pay Landlord rental for the entire term of the Premises equal to One Dollar (\$1.00), payable in advance on the Commencement Date ("**Rent**").
5. **Utilities.** During the Term, Tenant shall be responsible for obtaining connections and paying for all utilities (including metering fees, hook-up fees, and other miscellaneous charges associated with the installation and maintenance of utilities) required with respect to the Premises, including water, sewer, telephone, communications, electricity, gas, and garbage service. Landlord, in its role as landlord under this Lease, shall not in any way be responsible for connecting, paying for, reconnecting, or the interruption of utility services to the Premises.
6. **Taxes.** During the Term, Landlord shall pay, prior to delinquency and at its own expense, all *ad valorem* taxes, special assessments, and all other governmental charges assessed against the Premises, the Facility, and Tenant's leasehold interest created by this Lease, if any ("**Taxes**"). If Landlord fails to pay any Taxes when due, Tenant may pay such Taxes, and Landlord shall reimburse Tenant for such amount within thirty (30) days after receiving written demand from Tenant for reimbursement.
7. **Insurance.**
 - (a) Landlord shall maintain, at its own expense, a policy of "all risk" or special extended coverage form property insurance with respect to the Premises and Facility in an amount equal to the full replacement cost of all property on the Premises, exclusive of Trade Fixtures. Tenant shall be listed as an additional loss payee on such policy.
 - (b) Tenant shall, at its own expense, maintain a policy of comprehensive general liability and auto liability insurance with respect to the Premises and Tenant's activities on the Premises with a minimum limit of \$1,000,000 and a \$3,000,000 general aggregate. Landlord shall be listed as an additional insured on such policy. The comprehensive general liability insurance will include contractual liability insurance applicable to Tenant's obligations under this Lease.

- (c) Tenant shall, at its own expense, maintain Workers' Compensation insurance in compliance with applicable State and Federal laws. Tenant shall ensure that any contractors or subcontractors Tenant may use also have workers compensation coverage at the statutory limits of employer's liability with minimum limits of \$500,000 each accident/\$500,000 disease each employee/\$500,000 disease policy limits.
 - (d) Landlord and Tenant each shall provide certificates of such insurance policies to the other Party prior to the Commencement Date. All insurance shall be procured from reputable insurers authorized to do business in North Carolina.
 - (e) Nothing herein shall preclude either Party, at its own expense, from obtaining additional insurance with respect to the Premises, Trade Fixtures, or activities at the Facility.
 - (f) Landlord and Tenant each shall at all times indemnify, defend, and save the other Party harmless from any and all damages, losses, claims (including claims and actions relating to injury to or death of any person or damage to property), demand, suits, recoveries, costs and expenses, court costs, attorney fees, and all other obligations by or to third parties arising out of or resulting from the other Party's action or inaction of its obligations under this Agreement on behalf of the indemnifying Party, except in cases of gross negligence or intentional wrongdoing by the indemnified Party.
8. **Maintenance and Repair.** During the Term, Tenant shall, at its own expense, maintain the Premises in as good condition and repairs as when first received, ordinary wear and tear and Casualty excepted, and shall make all repairs necessary to the Premises to maintain it in that condition, including sidewalks and parking lots (including snow removal), landscaping, stormwater retention areas, floors, doors and windows, interior and exterior walls, ceilings, roof, roof coverings, flashing, gutters, heating, ventilation, air-conditioning, plumbing, electrical and mechanical equipment and systems, structural components (including foundations and columns), crawl spaces, and attic ventilation systems (if any). Notwithstanding the foregoing, Landlord shall be solely responsible for any costs incurred by Tenant to repair damage to any portion of the Premises caused by the negligence of Landlord or its agents, employees, or contractors. Tenant agrees to return the Premises to Landlord at the expiration of this Lease in as good condition and repair as when first received, ordinary wear and tear and Casualty excepted.
9. **Assignment of Contracts & Warranties.** Upon Landlord's purchase of the Premises from Volvo Construction Equipment North America, LLC, pursuant to Agreement for Purchase and Sale of Real Property dated May 25, 2011 ("**Volvo Contract**"), Landlord obtained an assignment of all service contracts, agreements, and warranties applicable to the Premises and Facility that were not terminated as of closing (collectively, "**Contracts and Warranties**"). Landlord has provided to Tenant complete and accurate copies of all Contracts and Warranties applicable to the Premises that will remain effective after the Commencement Date. Landlord assigns to Tenant for the Term the right to exercise any and all rights and remedies available under the Contracts and Warranties to maintain, repair, or replace improvements, equipment, machinery, or other components of the Premises or Facility. Landlord agrees to cooperate, at its own expense, with Tenant in the exercise of such rights and remedies and, to the extent necessary, to join Tenant, for Tenant's benefit, in the prosecution of any claims available under the Contracts and Warranties.
10. **Improvements.** Tenant, at Tenant's expense, shall have the right to make Improvements to all or any part of the Premises from time to time as Tenant deems desirable or necessary, so long as all Improvements are completed in a good and workmanlike manner, in conformity with all applicable laws and regulations, and free of any materialmen's liens. Any Improvement shall

become and be considered a part of the Premises and shall become the property of Landlord at the expiration of the Lease.

11. **Trade Fixtures.** Tenant shall have the right to place, install, and fasten Trade Fixtures on and to the Premises in accordance with applicable ordinances and private restrictions. Landlord shall, at its own expense, assist Tenant in obtaining any necessary approvals from governmental authorities or adjoining landowners and/or occupants for Tenant to place or install Trade Fixtures on the Premises. All Trade Fixtures, whether acquired by Tenant at the commencement of the Term or placed or installed on the Premises by Tenant thereafter, shall remain Tenant's personal property (or the personal property of the owner thereof) free and clear of any claim by Landlord. Tenant shall have the right to remove any Trade Fixtures at any time during the Term; **provided**, Tenant shall repair any damage to the Premises caused by such removal, ordinary wear and tear excepted, at Tenant's own expense.
12. **Risk.** All Trade Fixtures placed on the Premises shall be at the risk of Tenant or the owner thereof, and Landlord shall not be liable for any damage to Trade Fixtures or to Tenant arising from the bursting of pipes, or leaking of water or steam pipes, or from any act of negligence of Tenant, or any other occupant of the Premises or of any other person whomsoever, nor from the leaking of the roof, nor from the leaking or overflowing of water or sewer pipes, or from heating or plumbing fixtures, or from the handling of electric wires or fixtures, or from any other cause whatsoever, except for causes arising from the negligent acts or omissions or willful misconduct of Landlord or its contractors or agents. Tenant understands that Landlord will not carry insurance of any kind on Tenant's Trade Fixtures and that Landlord shall not be obligated to repair any damage to or replace any Trade Fixtures not caused by Landlord or its contractors or agents. In addition, Landlord shall not be liable for any Trade Fixtures stolen or taken from the Premises by any person(s) other than Landlord or its contractors or agents.
13. **Casualty.**
 - (a) If the Premises are destroyed by a total Casualty, then Landlord shall provide Tenant with written notice specifying whether Landlord will restore the Premises and Facility within ten (10) business days after the Casualty. If Landlord elects to restore the Premises and Facility, then: (i) Landlord shall, within thirty (30) days after the Casualty, inform Tenant in writing of the estimated time to restore the Premises; and (ii) promptly restore the Premises in a good and workmanlike manner and in compliance with all applicable laws, ordinances and regulations, to substantially the same condition as before the Casualty. If Landlord fails to provide Tenant with written notice as required above, Landlord elects not to restore the Premises, or Landlord fails to promptly restore the facility as required by this **Section 13(a)**, then Tenant shall have the option to terminate this Lease, effective as of the date of the Casualty. Notwithstanding the foregoing, if Landlord's estimated time to restore the Premises exceeds 90 days, Tenant shall have the right to terminate this Lease by giving Landlord written notice of such termination within ten (10) days after Tenant receives Landlord's estimate of the restoration period.
 - (b) If the Premises or Facility is damaged by a partial Casualty, Landlord shall promptly restore the Premises in a good and workmanlike manner and in compliance with all applicable laws, ordinances and regulations to substantially the same condition as before the Casualty. If Landlord fails to promptly restore the facility as required by this **Section 13(b)**, then Tenant shall have the option to: (i) terminate this Lease, effective as of the date of the Casualty; or (ii) perform and complete Landlord's restoration obligations under this paragraph, and Landlord shall reimburse Tenant for costs Tenant incurs in

doing so within thirty (30) days after receiving written demand from Tenant for reimbursement.

14. **Condemnation.**

- (a) If all or a portion of the Premises or Facility is taken through the lawful exercise of eminent domain (“**Taking**”) and Tenant can no longer operate the Premises for Tenant’s Use, as determined by Tenant in Tenant’s reasonable discretion, then Tenant shall have the option to terminate this Lease as of the date the condemning authority takes possession of the Premises. Such termination shall not prejudice the rights of either Landlord or Tenant to recover compensation or damages from the condemning authority caused by the Taking, subject to Section 14(b) below.
- (b) If Tenant provides written notice to Landlord within thirty (30) days after a Taking that Tenant will not elect to terminate this Lease pursuant to Section 14(a) above, then Tenant shall be entitled to seek compensation for the full value of the Premises Taken. Otherwise, Landlord shall be entitled to seek compensation from the condemning authority for the value of the Premises based on the condition of the Premises on the Commencement Date, and Tenant shall be entitled to seek compensation from the condemning authority for the value of the Premises based on any Improvements and Trade Fixtures installed on the Premises after the Commencement Date, together with any other damages Tenant may be entitled to from the condemning authority pursuant to this Lease.

15. **Governmental Orders.** Tenant agrees, at its own expense, to make any changes or modifications to the Premises or Facility required by any legally constituted public authority during the Term made necessary by reason of Tenant’s Use, as opposed to general manufacturing, warehouse, distribution, or other general use. Landlord agrees, at its own expense, to make any changes or modifications to the Premises or Facility required by any legally constituted public authority during the Term if not made necessary by reason of Tenant’s Use.

16. **Assignment and Subletting.** Tenant shall not, without the prior written consent of Landlord, which consent may be withheld in Landlord’s sole discretion, assign this Lease or any interest hereunder. Notwithstanding the foregoing, Tenant may sublet the Premises or any part thereof without the prior consent of Landlord. Landlord shall not assign its interest under this Lease without giving Tenant at least ninety (90) days prior written notice.

17. **Default.**

- (a) If Tenant defaults under this Lease at any time with respect to the lease obligations to be kept, observed, and performed by Tenant and such default continues for thirty (30) days after Tenant receives written notice from Landlord of such default without Tenant having commenced or diligently prosecuted correction of the default, then Landlord may institute a legal action against Tenant to collect actual and direct monetary damages arising from the default, including reasonable attorneys’ fees and costs. Landlord shall use reasonable efforts to mitigate its damages. Notwithstanding the foregoing, Landlord shall have no right to terminate this Lease prior to the expiration of the Term.
- (b) If Landlord defaults under this Lease, Tenant shall have the right to seek all remedies available at law or in equity, including injunctive relief.

18. **Waiver.** No waiver of any default of Landlord or Tenant under this Lease shall be implied from any omission to take any action on account of such default if such default persists or is repeated, and no express waiver shall affect any default other than the default specified in the express waiver, and then only for the time and to the extent therein stated. One or more waivers by Landlord or Tenant shall not be construed as a waiver of a subsequent breach of the same covenant, term, or condition.
19. **Quiet Enjoyment.** Landlord covenants and warrants that upon performance by Tenant of its obligations under this Lease, Landlord will keep and maintain Tenant in exclusive, quiet, peaceable and undisturbed and uninterrupted possession of the Premises during the Term.
20. **TIME IS OF THE ESSENCE.** EXCEPT AS OTHERWISE PROVIDED IN THIS LEASE, TIME IS OF THE ESSENCE WITH RESPECT TO THE OBLIGATIONS TO PERFORM SET FORTH IN THIS LEASE.
21. **Weekends / Holidays.** If the last day for any act to be performed by either Party under this Lease falls on a Saturday, Sunday, federal holiday, or holiday in North Carolina, then the deadline for performance of such act shall be extended to and include the next following business day.
22. **Notices.** To be effective, any notice or other communication required, permitted, or contemplated by this Lease must be in writing and must be sent by facsimile, email, certified mail (return-receipt requested), overnight delivery service (with proof of delivery), or commercial courier (with proof of delivery) to the following addresses. Any notice given by facsimile or email also shall be delivered by certified mail, overnight delivery service, or commercial courier within two (2) days after the original transmission. Either Party may change its address(es) by giving five (5) days prior notice to the other Party of such change. Notice shall be deemed delivered or received upon the earliest to occur of: (a) receipt of the transmission if sent by facsimile or email; (b) three (3) days after the postmark if sent by certified mail; (c) the next day that is not a Saturday, Sunday, or legal holiday if sent by overnight delivery service, or (d) upon receipt if delivered by commercial courier.

If to Landlord:

Fax:
Email:

With a Required Copy to:

Fax:
Email:

If to Tenant:

Fax:
Email:

With Required Copies to:

Fax:
Email:

23. **Entire Agreement.** This Lease and the attached Exhibits contain the entire agreement of the Parties with respect to the Premises and Facility, and no representations, inducements, promises or agreements, oral or otherwise, between the Parties not embodied in this Lease shall be of any force or effect. This Lease may not be modified except by a writing signed by both Landlord and Tenant.
24. **Construction.** The Parties agree this Lease has been negotiated in an arms length transaction, and the provisions set forth herein are not to be construed against the Party who drafted this Lease.
25. **Authority to Sign.** Each Party warrants and represents to the other Party that each individual signing this Lease on behalf of such Party is duly authorized to sign and deliver this Lease on behalf of the Party.
26. **Applicable Law.** This Lease shall be construed in accordance with the laws of the State of North Carolina, excluding its conflicts of law principles. Any dispute regarding this Lease or the Premises shall be brought and heard exclusively in the General Courts of Justice for Buncombe County, North Carolina.
27. **Consent.** If any provision of this Lease requires the consent of either Party, such Party may withhold or delay its consent with respect to any matter in its sole and absolute discretion, unless otherwise specifically provided.
28. **Binding Effect.** This Lease shall be binding upon and inure to the benefit of the Parties and their heirs, successors and assigns. This Lease shall only become a binding contract when signed by both Tenant and Landlord. This Lease may be signed in multiple originals, all of which together shall constitute one and the same instrument.
29. **Compliance with Law.** Tenant shall comply with all laws, orders, ordinances and other public requirements now or hereafter pertaining to Tenant's occupation and use of the Premises.
30. **Principles of Interpretation and Definitions.** In this Lease, unless the context requires otherwise: (a) "Landlord" shall include the undersigned, its heirs, representatives, assigns and successors in title to the Premises; (b) "Tenant" shall include the undersigned and its heirs, representatives, assigns and successors; (c) the singular includes the plural, and the plural includes the singular; (d) the pronouns "it", "its", and "they" include the masculine and feminine; (e) references to statutes or regulations include all statutory and regulatory provisions consolidating, amending, or replacing the statute or regulation; (f) references to contracts and agreements shall be deemed to include all amendments thereto; (g) the words "include", "includes", and "including" are to be interpreted as if they were followed by either the phrase "without limitation" or "but not limited to"; (h) references to an "Article", "Section", "section", or "paragraph" shall mean an article or section of this Lease; (i) headings and titles of sections, paragraphs, and articles are for convenience only and shall not be construed to affect the meaning of this Lease; (j) the word "shall" is mandatory; and (k) all exhibits, attachments, or documents attached to this Lease or referred to in this Lease are incorporated by reference into this Lease as if fully set forth herein.
31. **Memorandum of Lease.** Landlord and Tenant shall sign a Memorandum of Lease for recordation in substantially the form attached in **Exhibit B.** Tenant shall bear the cost of preparing and recording the Memorandum of Lease in the Buncombe County Register of Deeds.

IN WITNESS WHEREOF, the Parties signed this Lease as of the date and year first above written.

LANDLORD:

BUNCOMBE COUNTY, a body politic and corporate
of the State of North Carolina

By: _____(SEAL)

Print Name: _____

Title: _____

TENANT:

LINAMAR NORTH CAROLINA, INC., a North
Carolina corporation

By: _____(SEAL)

Print Name: _____

Title: _____

EXHIBIT A

LEGAL DESCRIPTION

BEING all those tracts of land containing a total of 65.21 acres, more or less, in Buncombe County, North Carolina, more particularly described as follows:

TRACT I:

BEING all of that property conveyed by CAROLINA POWER & LIGHT COMPANY, a North Carolina public service corporation, to VME AMERICAS, INC., a corporation, by Deed recorded March 5, 1992, in Book 1686, Page 105, Buncombe County Registry (PIN 9644-87-4957).

TRACT II:

BEING all of that property conveyed by CLARK EQUIPMENT COMPANY, a Delaware corporation, to THE VME AMERICAS, INC., a Delaware corporation, by North Carolina Non-Warranty Deed recorded May 20, 1994, in Book 1799, Page 300, Buncombe County Registry (PIN 9644-98-7146).

TRACT III:

BEING all of that property conveyed by LLOYD MARTIN COLLINSWORTH, TRUSTEE OF THE COLLINSWORTH FAMILY TRUST, ESTABLISHED MAY 25, 1989 to VOLVO CONSTRUCTION EQUIPMENT NORTH AMERICA, INC. by North Carolina General Warranty Deed recorded February 23, 1996, in Book 1893, Page 746, Buncombe County Registry (PIN 9644-89-7195).

TRACT IV:

BEING all of that first parcel conveyed by CAROLINA POWER & LIGHT COMPANY, a North Carolina public service corporation, to VOLVO CONSTRUCTION EQUIPMENT NORTH AMERICA, INC., a corporation, by Deed recorded May 9, 1997, in Book 1963, Page 34, Buncombe County Registry (PIN 9644-89-7101).

TRACT V:

BEING all of that second parcel conveyed by CAROLINA POWER & LIGHT COMPANY, a North Carolina public service corporation, to VOLVO CONSTRUCTION EQUIPMENT NORTH AMERICA, INC., a corporation, by Deed recorded May 9, 1997, in Book 1963, Page 34, Buncombe County Registry (PIN 9644-97-6333).

TRACT VI:

BEING all of that property conveyed by MARY FUNDERUD, unmarried, to VOLVO CONSTRUCTION EQUIPMENT NORTH AMERICA, INC. by North Carolina General Warranty Deed recorded August 20, 1999, in Book 2153, Page 883, Buncombe County Registry (PIN 9644-99-1143).

BEING the same property shown on a survey entitled, "ALTA/ACSM Land Title Survey of Volvo Construction Equipment North America, LLC" by Ed Holmes and Associates Land Surveyors, PA and dated June 15, 2011 and bearing drawing number D11-038.

EXHIBIT B

MEMORANDUM OF LEASE

Prepared By and Return To:

Parker Poe Adams & Bernstein LLP (JAB)
150 Fayetteville Street
Suite 1400
Raleigh, NC 27601

MEMORANDUM OF LEASE AGREEMENT

THIS MEMORANDUM OF LEASE AGREEMENT (this “**Memorandum**”) is made this ____ day of _____, 2011, by and between **BUNCOMBE COUNTY**, a body politic and corporate of the State of North Carolina (“**Landlord**”), and **LINAMAR NORTH CAROLINA, INC.**, a North Carolina corporation (“**Tenant**”).

WHEREAS, Landlord and Tenant entered into that certain Lease Agreement of even date herewith (“**Lease**”), whereby Landlord leased to Tenant a parcel of real property located in Buncombe County, North Carolina, more particularly described in Exhibit A attached hereto and incorporated herein by this reference (“**Premises**”); and

WHEREAS, pursuant to the terms of the Lease, and for the consideration recited therein, Landlord and Tenant desire to record this Memorandum in the Buncombe County Register of Deeds to provide notice of the Lease and the Premises, as follows:

1. Landlord has leased to Tenant and its successors and assigns the Premises for a term beginning on August 1, 2011, and expiring at midnight on January 15, 2012, unless sooner terminated as provided therein (“**Term**”). The Term of the Lease may be extended for up to one year to permit Tenant’s closing on the purchase of the Premises pursuant to a separate Purchase and Sale Agreement between Landlord and Tenant of the same date with the Lease.

2. The description of the Premises is provided in Exhibit A of this Memorandum.

3. This Memorandum contains only selected provisions of the Lease, and reference is made to the full text of the Lease for its full terms and conditions, which are incorporated herein by this reference. This Memorandum may be executed in any number of counterparts, each of which shall be deemed an original and which together shall constitute one and the same instrument.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, Landlord and Tenant having read the foregoing and intending to be legally bound hereby, have executed this Memorandum under seal as of the day and year first written above.

LANDLORD:

BUNCOMBE COUNTY,
a body politic and corporate of the State of North Carolina

By: _____(SEAL)

Print Name: _____

Title: _____

STATE OF _____

COUNTY OF _____

I certify that the following person(s) personally appeared before me this day, each acknowledging to me that he or she voluntarily signed the foregoing document for the purpose stated therein and in the capacity indicated: **BUNCOMBE COUNTY**, a body politic and corporate of the State of North Carolina, by _____, its _____.

Date: _____

By: _____

Print Name: _____

Notary Public

[SEAL OR STAMP]

My Commission Expires: _____

IN WITNESS WHEREOF, Landlord and Tenant having read the foregoing and intending to be legally bound hereby, have executed this Memorandum under seal as of the day and year first written above.

TENANT:

LINAMAR NORTH CAROLINA, INC.,
a North Carolina corporation

By: _____(SEAL)

Print Name: _____

Title: _____

STATE OF _____

COUNTY OF _____

I certify that the following person(s) personally appeared before me this day, each acknowledging to me that he or she voluntarily signed the foregoing document for the purpose stated therein and in the capacity indicated: **LINAMAR NORTH CAROLINA, INC.,** a North Carolina corporation, by _____, its _____.

Date: _____

By: _____

Print Name: _____

Notary Public

[SEAL OR STAMP]

My Commission Expires: _____

Exhibit A To Memorandum of Lease

LEGAL DESCRIPTION

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TRACT I:

BEING all of that property conveyed by CAROLINA POWER & LIGHT COMPANY, a North Carolina public service corporation, to VME AMERICAS, INC., a corporation, by Deed recorded March 5, 1992, in Book 1686, Page 105, Buncombe County Registry (PIN 9644-87-4957).

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BEING all of that second parcel conveyed by CAROLINA POWER & LIGHT COMPANY, a North Carolina public service corporation, to VOLVO CONSTRUCTION EQUIPMENT NORTH AMERICA, INC., a corporation, by Deed recorded May 9, 1997, in Book 1963, Page 34, Buncombe County Registry (PIN 9644-97-6333).

TRACT VI:

BEING all of that property conveyed by MARY FUNDERUD, unmarried, to VOLVO CONSTRUCTION EQUIPMENT NORTH AMERICA, INC. by North Carolina General Warranty Deed recorded August 20, 1999, in Book 2153, Page 883, Buncombe County Registry (PIN 9644-99-1143).

BEING the same property shown on a survey entitled, "ALTA/ACSM Land Title Survey of Volvo Construction Equipment North America, LLC" by Ed Holmes and Associates Land Surveyors, PA and dated June 15, 2011 and bearing drawing number D11-038.