
**UNITED STATES
SECURITIES AND EXCHANGE COMMISSION**
Washington, DC 20549

FORM 8-K

CURRENT REPORT
Pursuant to Section 13 or 15(d) of the Securities Exchange Act of 1934

Date of Report (Date of earliest event reported): **June 11, 2015**

MILLER INDUSTRIES, INC.
(Exact Name of Registrant as Specified in Its Charter)

Tennessee
(State or Other Jurisdiction of
Incorporation or organization)

001-14124
(Commission File Number)

62-1566286
(I.R.S. Employer Identification No.)

8503 Hilltop Drive, Ooltewah, Tennessee
37363
(Address of Principal Executive Offices)
(Zip Code)

(423) 238-4171
(Registrant's telephone number, including area code)

Not Applicable
(Former name or former address, if changed since last report)

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions:

- Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)
 - Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)
 - Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))
 - Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))
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Item 1.01 Entry into a Material Definitive Agreement.

On June 11, 2015, First Tennessee Bank National Association (“First Tennessee”) renewed and extended the maturity date of the unsecured revolving credit facility of Miller Industries, Inc. (the “Registrant”) with First Tennessee and also agreed to an increase in the maximum amount of such credit facility as further described below (collectively, the “Loan Facility Renewal”). In connection with the Loan Facility Renewal, (a) the Master Revolving Credit Note, dated December 30, 2014 (the “Original Note”), issued by the Registrant to First Tennessee pursuant to that certain Amended and Restated Loan Agreement (the “First Tennessee Loan Agreement”), dated December 30, 2014, by and among the Registrant, certain of its subsidiaries, and First Tennessee was amended and replaced by a new Master Revolving Credit Note, dated June 11, 2015 (the “New Note”), in the principal amount of \$30.0 million, with a maturity date of March 31, 2018, and (b) the First Tennessee Loan Agreement was amended by that certain First Amendment to Amended and Restated Loan Agreement (the “First Amendment”), dated as of June 11, 2015, by and among the Registrant, certain of its subsidiaries, and First Tennessee, pursuant to which the maturity date of the Registrant’s credit facility with First Tennessee was renewed and extended from March 31, 2017 to March 31, 2018, and the maximum amount of such credit facility was increased by \$5.0 million from \$25.0 million to \$30.0 million. All other terms and conditions of the First Tennessee Loan Agreement remain unchanged.

Item 2.03 Creation of a Direct Financial Obligation or an Obligation under an Off-Balance Sheet Arrangement of a Registrant.

The information required by Item 2.03 relating to the New Note and the First Amendment is contained in Item 1.01 of this Current Report on Form 8-K and is incorporated herein by reference.

Item 9.01 Financial Statements and Exhibits.

(d) Exhibits.

Exhibit No.	Exhibit Description
10.1	First Amendment to Amended and Restated Loan Agreement, dated as of June 11, 2015, by and among the Registrant, certain of the Registrant’s wholly-owned subsidiaries, and First Tennessee Bank National Association
10.2	Master Revolving Credit Note dated as of June 11, 2015 from the Registrant payable to First Tennessee Bank National Association

SIGNATURES

Pursuant to the requirements of the Securities Exchange Act of 1934, the registrant has duly caused this report to be signed on its behalf by the undersigned hereunto duly authorized.

MILLER INDUSTRIES, INC.
(Registrant)

By: /s/ J. Vincent Mish
J. Vincent Mish
Executive Vice President and Chief Financial Officer

Dated: June 17, 2015

**FIRST AMENDMENT TO
AMENDED AND RESTATED LOAN AGREEMENT**

[This First Amendment to Amended and Restated Loan Agreement amends and replaces the certain terms of the Amended and Restated Loan Agreement dated December 30, 2014 (the "2014 Loan Agreement") by and among Miller Industries, Inc., Apaco, Inc., Century Holdings, Inc., Champion Carrier Corporation, Chevron, Inc., Miller Financial Services Group, Inc., Miller/Greeneville, Inc., Miller Industries International, Inc. and Miller Industries Towing Equipment, Inc. and First Tennessee Bank National Association].

THIS FIRST AMENDMENT TO AMENDED AND RESTATED LOAN AGREEMENT ("First Amendment," together with the 2014 Loan Agreement being hereinafter referred to as the "Loan Agreement") is made as of June 11, 2015, by and among **MILLER INDUSTRIES, INC.**, a Tennessee corporation, **APACO, INC.**, a Delaware corporation, **CENTURY HOLDINGS, INC.**, a Tennessee corporation, **CHAMPION CARRIER CORPORATION**, a Delaware corporation, **CHEVRON, INC.**, a Pennsylvania corporation, **MILLER FINANCIAL SERVICES GROUP, INC.**, a Tennessee corporation, **MILLER/GREENEVILLE, INC.**, a Tennessee corporation, **MILLER INDUSTRIES INTERNATIONAL, INC.**, a Tennessee corporation, **MILLER INDUSTRIES TOWING EQUIPMENT INC.**, a Delaware corporation (singularly and collectively, the "Borrower"), whose address is c/o Miller Industries, Inc, 8503 Hilltop Drive, Ooltewah, Tennessee 37363 and **FIRST TENNESSEE BANK NATIONAL ASSOCIATION**, a national banking association organized and existing under the statutes of the United States of America, with offices at 701 Market Street, Chattanooga, Tennessee 37402 (hereinafter referred to as the "Bank").

Recitals of Fact

In 2010, Borrower requested that the Bank commit to make loans and advances to it on a master revolving credit basis, for purchase cards, letters of credit and other forms of lending, in an amount not to exceed at any one time outstanding the principal sum of Twenty Million and NO/100 Dollars (\$20,000,000.00) and the Bank made such loan.

In 2011, Borrower requested that the Bank commit to make loans and advances to it on a master revolving credit basis, for letters of credit and other forms of lending, in an amount not to exceed at any one time outstanding the principal sum of Twenty Five Million and NO/100 Dollars (\$25,000,000.00) and the Bank made such loan, which replaced the 2010 Twenty Million and NO/100 Dollars (\$20,000,000.00) loan.

In 2012, Borrower requested that the Bank extend the maturity date of the Twenty Five Million and NO/100 Dollars (\$25,000,000.00) loan, and the Bank agreed to do so.

In 2013, Borrower requested that the Bank extend the maturity date of the Twenty Five Million and NO/100 Dollars (\$25,000,000.00) loan, and the Bank agreed to do so.

In 2014, Borrower requested that the Bank extend the maturity date of the Twenty Five Million and NO/100 Dollars (\$25,000,000.00) loan, and the Bank agreed to do so.

Borrower has now requested that the Bank increase the Loan from Twenty Five Million and NO/100 Dollars (\$25,000,000.00) to Thirty Million and NO/100 Dollars (\$30,000,000.00) and to further extend the maturity date of the existing loan and the Bank has agreed to make such increase and extension on the terms and conditions set forth in the Loan Agreement, as modified by this First Amendment.

NOW, THEREFORE, incorporating the Recitals of Fact set forth above and in consideration of the mutual agreements herein contained, the parties agree as follows:

AGREEMENTS

SECTION 1: DEFINITIONS AND ACCOUNTING TERMS

1.1 Certain Defined Terms. All definitions shall remain as provided in the 2014 Loan Agreement except as specifically modified in this First Amendment. All such modified terms shall be applicable in this First Amendment and will replace comparable terms in the 2014 Loan Agreement.

“Closing Date” means the date set out in the first paragraph of this Loan Agreement.

“Note” means the Master Revolving Credit Note in the principal amount of \$30,000,000.00 executed by the Borrower to the Bank, of even date herewith, as such note may be modified, renewed or extended from time to time; and any other note or notes executed by any Borrower at any time to evidence the indebtedness under this Loan Agreement, in whole or in part, and any renewals, modifications and extensions thereof, in whole or in part.

“Revolving Credit Loan” means the Borrower’s revolving credit indebtedness to the Bank pursuant to Section 2 of this Loan Agreement.

“Revolving Credit Note” means the Note as described in Section 2.3 hereof.

“Termination Date of Revolving Credit Loan” shall mean the earlier of (a) March 31, 2018, or in the event that the Bank and Borrower shall hereafter mutually agree in writing that the Revolving Credit Loan and the Bank’s commitment hereunder shall be extended to another date, and the Note shall be modified or amended to reflect such extension, such extended date pursuant to the foregoing, or (b) the date as of which Borrower shall have terminated the Bank’s commitment under the provisions of Section 2.5 hereof.

SECTION 2: COMMITMENT, FUNDING AND TERMS OF REVOLVING CREDIT LOAN

2.1 The Commitment. Subject to the terms and conditions herein set out, Bank agrees and commits to make loan advances to the Borrower from time to time, from the Closing Date until the Termination Date of Revolving Credit Loan, in an aggregate principal amount not to exceed, at any one time outstanding Thirty Million and NO/100 Dollars (\$30,000,000.00). Purchase cards, letters of credit issued for the benefit of the Borrower, and treasury risk exposure that is allocated to the Revolving Credit Loan by the Bank shall by the Bank shall be treated as loan advances against the Thirty Million and NO/100 Dollars (\$30,000,000.00) loan.

2.2 Funding the Loan. Each loan advance hereunder shall be made upon the written request of the Borrower to the Bank, specifying the date and amount thereof. All advances hereunder shall be made by depositing the same to the checking account of Borrower at the Bank.

2.3 The Note and Interest. The Revolving Credit Loan shall be evidenced by one (1) promissory note of the Borrower, payable to the order of the Bank in the principal amount of Thirty Million and NO/100 Dollars (\$30,000,000.00). The entire principal amount of the Loan shall be due and payable on the Termination Date of Revolving Credit Loan. The unpaid principal balances of the Revolving Credit Loan shall bear interest from the Closing Date on disbursed and unpaid principal balances at a rate per annum described in the Note.

2.4 Non-Usage Fee. The Borrower agrees that with respect to any unused portion of the Loan, there shall be a non-usage fee of between .15% per annum and .35% per annum multiplied by the unused portion of the Revolving Credit Loan based upon the average Consolidated Companies' collected deposit business with the Bank for the previous twelve (12) month period ("Average Balance"), in accordance with the following Pricing Table. The fee shall be paid by the Borrower to the Bank each quarter commencing on June 30, 2015 and continuing on each September 30, December 31, March 31 and June 30 thereafter. Purchase cards and letters of credit issued for the benefit of the Borrower by the Bank shall be treated as loan advances (usages) against the Thirty Million and NO/100 Dollars (\$30,000,000.00) loan and shall not be included in the non-usage fee calculation. "Pricing Table" shall mean (a) if the Bank remains the primary treasury management and depository bank for the Borrowers and the Average Balance is equal to or greater than \$6,000,000.00, the non-usage fee shall be .15% per annum and if the Average Balance is less than \$6,000,000.00 the non-usage fee shall be .20% per annum; and (b) if the Bank is not the primary treasury management and depository bank for the Borrowers, the non-usage fee shall be .35% per annum.

SECTION 3: REQUIRED PAYMENTS, PLACE OF PAYMENT, ETC.

3.1 Required Repayments. In the event that the outstanding principal balance of the Revolving Credit Loan shall at any time exceed Thirty Million and NO/100 Dollars (\$30,000,000.00), the Borrower will immediately upon discovery of the existence of such excess borrowings, make a principal payment which will reduce the outstanding principal balance of the Revolving Credit Loan in the amount of such excess.

SECTION 4: CONDITIONS OF LENDING

4.1 Conditions Precedent to Closing and Funding Initial Advance. The obligation of the Bank to fund the initial Revolving Credit Loan Advance hereunder is subject to the condition precedent that the Bank shall have received, on or before the Closing Date, all of the following in form and substance satisfactory to the Bank:

- (a) This First Amendment;
- (b) The Note; and
- (c) Such other information and documentation as Bank shall deem to be necessary or desirable in its reasonable credit judgment in connection with the funding of the Loan, including but not limited to the items shown on the Checklist for Closing, attached hereto, marked **Exhibit "A"** and made a part hereof.

4.2 Financial Condition. (a) (i) The 10K of the Borrower dated December 31, 2014, and (ii) the unaudited consolidating balance sheet/financial statement of the Borrower dated as of March 31, 2015, a copy of each of which has been furnished to the Bank, together with any explanatory notes therein referred to and attached thereto, are correct and complete and fairly present the financial condition of Borrower in all material respects as at the date of such items for such periods and as of the date of closing of this Loan Agreement and related transactions, respectively, subject, in the case of clause (ii), to the absence of footnotes and to normal year-end audit adjustments. All such financial statements have been prepared in accordance with Generally Accepted Accounting Principles applied on a consistent basis maintained through the period involved.

- (b) There has been no material adverse change in the business, properties or condition, financial or otherwise, of Borrower since March 31, 2015.

SECTION 5: REPRESENTATIONS AND WARRANTIES

Borrower represents and warrants that:

5.1 Financial Condition. (a) (i) The 10K of the Borrower dated December 31, 2014, and (ii) the unaudited consolidating balance sheet/financial statement of the Borrower dated as of March 31, 2015, a copy of each of which has been furnished to the Bank, together with any explanatory notes therein referred to and attached thereto, are correct and complete and fairly present the financial condition of Borrower in all material respects as at the date of such items for such periods and as of the date of closing of this Loan Agreement and related transactions, respectively, subject, in the case of clause (ii), to the absence of footnotes and to normal year-end audit adjustments. All such financial statements have been prepared in accordance with Generally Accepted Accounting Principles applied on a consistent basis maintained through the period involved.

- (b) There has been no material adverse change in the business, properties or condition, financial or otherwise, of Borrower since March 31, 2015.

5.2 **2014 Loan Agreement Representations and Warranties.** Except as provided in Section 5.1 above, all representations and warranties of Borrower made in the 2014 Loan Agreement are reconfirmed herein and remain true and correct as though made on the date of this First Amendment.

SECTION 6: AFFIRMATIVE COVENANTS OF BORROWER

6.1 **2014 Loan Agreement Affirmative Covenants.** All affirmative covenants made by Borrower in the 2014 Loan Agreement are reconfirmed herein and remain true and correct as though made on the date of this Loan Agreement.

SECTION 7: NEGATIVE COVENANTS OF BORROWER

7.1 **2014 Loan Agreement Negative Covenants.** All negative covenants made by Borrower in the 2014 Loan Agreement are reconfirmed herein and remain true and correct as though made on the date of this First Amendment.

SECTION 8: EVENTS OF DEFAULT

8.1 **2014 Loan Agreement Events of Default.** All Events of Default contained in the 2014 Loan Agreement remain as-is subject to the use of the new defined terms contained in this First Amendment.

SECTION 9: MISCELLANEOUS

9.1 **Renewal.** No later than December 15, 2017 (and each December 15, thereafter if the Loan is renewed), the Bank may provide the Borrower with written notice of its intent to renew or not renew the Note for one (1) additional year after the Termination Date of Revolving Credit Loan, provided, however, the Bank is not obligated to provide such notice and if the Bank fails to provide such notice, regardless of the reason therefor, the Bank shall not be obligated to renew the Note and the Note shall remain due and payable in full on the Termination Date. If the Bank so notifies the Borrower of its intent to renew the definition of "Termination Date" shall automatically be amended to reflect such additional year (i.e. March 31, 2018 shall become March 31, 2019, etc.).

9.2 **Conflict.** In the event of any conflict between the provisions hereof and the provisions of the Negative Pledge Agreement, the Note or any other loan documents executed or delivered herewith or in connection with the original Loan made by Bank to the Borrower on or about April 6, 2010 or any other document executed in connection herewith during the continuance of the Loan Agreement, the provisions of the Loan Agreement shall control.

9.3 **Loan Agreement.** All terms and conditions of the 2014 Loan Agreement shall remain in full force and effect except as specifically modified in this First Amendment.

IN WITNESS WHEREOF, the Borrower and the Bank have caused this First Amendment to be executed by their duly authorized officers, all as of the day and year first above written.

MILLER INDUSTRIES, INC.

By: /s/ J. Vincent Mish
Name: J. Vincent Mish
Title: Executive Vice President and
Chief Financial Officer

APACO, INC.

By: /s/ J. Vincent Mish
Name: J. Vincent Mish
Title: Vice President

CENTURY HOLDINGS, INC.

By: /s/ J. Vincent Mish
Name: J. Vincent Mish
Title: Vice President

CHAMPION CARRIER CORPORATION

By: /s/ J. Vincent Mish
Name: J. Vincent Mish
Title: Vice President

CHEVRON, INC.

By: /s/ J. Vincent Mish
Name: J. Vincent Mish
Title: Vice President

(Signatures Continued on Next Page)

MILLER FINANCIAL SERVICES GROUP, INC.

By: /s/ J. Vincent Mish
Name: J. Vincent Mish
Title: President

MILLER/GREENEVILLE, INC.

By: /s/ J. Vincent Mish
Name: J. Vincent Mish
Title: Vice President

MILLER INDUSTRIES INTERNATIONAL, INC.

By: /s/ J. Vincent Mish
Name: J. Vincent Mish
Title: Vice President

(Signatures Continued on Next Page)

MILLER INDUSTRIES TOWING EQUIPMENT INC.

By: /s/ J. Vincent Mish
Name: J. Vincent Mish
Title: Vice President

STATE OF TENNESSEE
COUNTY OF HAMILTON

Personally appeared before me, Nadine L. Hancock, a Notary Public in and for said State and County duly commissioned and qualified, J. Vincent Mish, with whom I am personally acquainted, and who acknowledged that he executed the within instrument for the purposes therein contained, and who further acknowledged that he is an authorized officer of **Miller Industries, Inc., APACO, Inc., Century Holdings, Inc., Champion Carrier Corporation, Chevron, Inc., Miller Financial Services Group, Inc., Miller/Greeneville, Inc., Miller Industries International, Inc.** and **Miller Industries Towing Equipment Inc.** (singularly and collectively, the "Borrower") and is authorized by the Borrower to execute this instrument on behalf of each Borrower.

WITNESS my hand, at office, this 10th day of June, 2015.

/s/ Nadine L. Hancock
Notary Public

My Commission Expires: 1/21/18

(Notary Seal)

FIRST TENNESSEE BANK NATIONAL ASSOCIATION

By: /s/ Sybil H. Weldon
Name: Sybil H. Weldon
Title: Senior Vice President

STATE OF TENNESSEE
COUNTY OF HAMILTON

Before me, a Notary Public in and for the State and County aforesaid, personally appeared Sybil H. Weldon, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged herself to be a Senior Vice President of **First Tennessee Bank National Association**, a national banking association, and that she as such Senior Vice President, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the association by herself as such Senior Vice President.

WITNESS my hand and seal at office, this 11 day of June, 2015.

/s/ Andrea Rhodes
Notary Public

My Commission Expires:
4-20-2016

(Notary Seal)

EXHIBIT "A"
CHECKLIST FOR CLOSING

E-1

MASTER REVOLVING CREDIT NOTE

[This Master Revolving Credit Note amends and replaces that certain Master Revolving Credit Note dated as of December 30, 2014 from the undersigned payable to the order of the Bank (the "Existing Note").]

\$30,000,000.00

Chattanooga, Tennessee
Dated as of June 11, 2015

Except as may be otherwise extended pursuant to the Loan Agreement (hereinafter defined), on March 31, 2018 (the "Termination Date") the undersigned, **MILLER INDUSTRIES, INC.**, a Tennessee corporation, **APACO, INC.**, a Delaware corporation, **CENTURY HOLDINGS, INC.**, a Tennessee corporation, **CHAMPION CARRIER CORPORATION**, a Delaware corporation, **CHEVRON, INC.**, a Pennsylvania corporation, **MILLER FINANCIAL SERVICES GROUP, INC.**, a Tennessee corporation, **MILLER/GREENEVILLE, INC.**, a Tennessee corporation, **MILLER INDUSTRIES INTERNATIONAL, INC.**, a Tennessee corporation, **MILLER INDUSTRIES TOWING EQUIPMENT INC.**, a Delaware corporation, (singularly and collectively, the "Maker"), promises to pay to the order of **FIRST TENNESSEE BANK NATIONAL ASSOCIATION**, a national banking association having a principal place of business in Chattanooga, Tennessee (the "Bank"), the principal sum of Thirty Million and NO/100 Dollars (\$30,000,000.00), or, if less, the aggregate unpaid principal amount of all Revolving Credit Advances made to the undersigned pursuant to the Loan Agreement (as hereinafter defined), together with interest upon disbursed and unpaid principal balances of the Revolving Credit Advances, at the rate hereinafter specified, said interest being payable quarterly on the last day of each quarter hereafter commencing June 30, 2015, and continuing on each September 30, December 31, March 31 and June 30 thereafter, with the final installment of interest being due and payable concurrently on the same date that the remaining principal balance is due hereunder.

This Note is being executed in connection with that certain Loan Agreement dated as of December 30, 2014 among Maker and Bank (as amended, supplemented or otherwise modified from time to time, the "Loan Agreement"). To the extent that any provisions of this Note are inconsistent with the Loan Agreement, the Loan Agreement shall govern and control. Any capitalized terms used herein and not otherwise defined herein, shall have their respective meanings in the Loan Agreement.

The interest rate on this Note shall be the LIBOR Rate plus 1.50% (the "Margin"), as determined and adjusted in accordance with the definition of LIBOR Rate, without notice to Maker, as of the date of this Note and on the first day of each calendar month hereafter (the "Interest Rate Change Date"). The "LIBOR Rate" shall mean the London Interbank Offered Rate of interest for an interest period of one (1) month, which appears on Bloomberg page BBAM under the column heading "USD" on the day that is two (2) London Business Days preceding each Interest Rate Change Date (the "Reset Date"). If the LIBOR Rate as defined above is not available or is not published for any Reset Date, then Bank shall, in its reasonable and good faith credit judgment, choose a substitute source of publication for the LIBOR Rate, which LIBOR Rate plus the Margin shall become effective on the next Interest Rate Change Date. "London Business Day" shall mean any day on which commercial banks in London, England are open for general business. The interest rate change will not occur more often than each month. The initial interest rate is 1.6855% per annum. NOTICE: Under no circumstances will the interest rate on the Note be more than the maximum rate allowed by applicable law (the "Maximum Rate").

Notwithstanding any other provisions herein, if any Change in Law (as hereinafter defined) shall make it unlawful for the Bank to make or maintain a LIBOR Rate loan as contemplated by this Note, the principal outstanding hereunder shall, if required by law and if the Bank so requests, be converted on the date required to make the loan evidenced by this Note legal to a loan accruing interest at a rate comparable to the former LIBOR Rate as determined by the Bank its reasonable and good faith credit judgment.

The undersigned hereby indemnifies the Bank and holds the Bank harmless from any loss or expense which Bank may sustain in accordance with the Loan Agreement.

“Change in Law” shall mean the adoption of any law, rule, regulation, policy, guideline or directive (whether or not having the force of law) or any change therein or in the interpretation or application thereof, in all cases by any Governmental Authority having jurisdiction over the Bank, in each case after the date hereof.

“Governmental Authority” shall mean any nation or government, any state or other political subdivision thereof and any entity exercising regulatory functions of or pertaining to government.

Until the Termination Date, subject to Section 8.9 of the Loan Agreement, the Maker may borrow, repay and reborrow the principal amount of this Note.

This Note is unsecured.

All installments of interest, and the principal hereof, are payable at the office of First Tennessee Bank National Association, 701 Market Street, Chattanooga, Tennessee, or at such other place as the holder may designate in writing, in lawful money of the United States of America, which shall be legal tender in payment of all debts and dues, public and private, at the time of payment.

Any amounts not paid when due hereunder (whether by acceleration or otherwise and subject to applicable grace periods) shall bear interest after maturity at the lesser of (a) the Bank’s Base rate plus three percent (3%) per annum or (b) the Maximum Rate. For purposes hereof, the Base Rate shall mean that rate announced by Bank from time to time as Bank’s “base rate” and shall not necessarily be the lowest or best rate charged by Bank.

For any payment which is not made within ten (10) days of the due date for such payment, the Borrower shall pay a late fee, including without limitation loans which are renewed more than ten (10) days after the due date even though the renewal may be dated as of the past-due payment date. The late fee shall equal five percent (5%) of the unpaid portion of the past-due payment.

If an Event of Default shall have occurred and be continuing (subject to applicable cure periods), all after the Bank mails written notice of such Event of Default to the Maker, then, in any of such events, the entire unpaid principal balance of the indebtedness evidenced hereby together with all interest then accrued, shall, at the absolute option of the Bank, at once become due and payable, without demand or notice, the same being expressly waived. Notwithstanding the foregoing, upon the maturity date of this Note set forth on page one of this Note, no notice or cure period shall be required.

If this Note is placed in the hands of an attorney for collection, by suit or otherwise, or to protect the security for its payment, or to enforce its collection, or to represent the rights of the Bank in connection with any loan documentation executed in connection herewith, or to defend successfully against any claim, cause of action or suit brought by the Maker against the Bank, the Maker shall pay on demand all costs of collection and litigation (including court costs), together with a reasonable attorney's fee all in accordance with the Loan Agreement.

The Maker and any endorsers or guarantors hereof waive protest, demand, presentment, and notice of dishonor, and agree that this Note may be extended, in whole or in part, without limit as to the number of such extensions or the period or periods thereof, without notice to them and without affecting their liability hereon.

It is the intention of the Bank and the Maker to comply strictly with applicable usury laws; and, accordingly, in no event and upon no contingency shall the Bank ever be entitled to receive, collect, or apply as interest any interest, fees, charges or other payments equivalent to interest, in excess of the maximum rate which the Bank may lawfully charge under applicable statutes and laws from time to time in effect; and in the event that the holder hereof ever receives, collects, or applies as interest any such excess, such amount which, but for this provision, would be excessive interest, shall be applied to the reduction of the principal amount of the indebtedness hereby evidenced; and if the principal amount of the indebtedness evidenced hereby, and all lawful interest thereon, is paid in full, any remaining excess shall forthwith be paid to the Maker, or other party lawfully entitled thereto. In determining whether or not the interest paid or payable, under any specific contingency, exceeds the highest rate which Bank may lawfully charge under applicable law from time to time in effect, the Maker and the Bank shall, to the maximum extent permitted under applicable law, characterize any non-principal payment as a reasonable loan charge, rather than as interest. Any provision hereof, or of any other agreement between the Bank and the Maker, that operates to bind, obligate, or compel the Maker to pay interest in excess of such maximum rate shall be construed to require the payment of the maximum rate only. The provisions of this paragraph shall be given precedence over any other provision contained herein or in any other agreement between the Bank and the Maker that is in conflict with the provisions of this paragraph.

This Note shall be governed and construed according to the statutes and laws of the State of Tennessee from time to time in effect, except to the extent that Section 85 of Title 12 of the United States Code (or other applicable federal statute) may permit the charging of a higher rate of interest than applicable state law, in which event such applicable federal statute, as amended and supplemented from time to time shall govern and control the maximum rate of interest permitted to be charged hereunder; it being intended that, as to the maximum rate of interest which may be charged, received, and collected hereunder, those applicable statutes and laws, whether state or federal, from time to time in effect, which permit the charging of a higher rate of interest, shall govern and control; provided, always, however, that in no event and under no circumstances shall the Maker be liable for the payment of interest in excess of the maximum rate permitted by such applicable law, from time to time in effect.

This Note evidences the same indebtedness as evidenced by the Existing Note. This Note is an amendment to and replacement of the Existing Note. The execution and delivery of this Note does not constitute payment, cancellation, satisfaction, discharge, release or novation of the Existing Note.

(Signature on next page)

The Maker may prepay this Note in whole or in part, prior to maturity, without premium or penalty.

MILLER INDUSTRIES, INC.

By: /s/ J. Vincent Mish
Name: J. Vincent Mish
Title: Executive Vice President and
Chief Financial Officer

APACO, INC.

By: /s/ J. Vincent Mish
Name: J. Vincent Mish
Title: Vice President

CENTURY HOLDINGS, INC.

By: /s/ J. Vincent Mish
Name: J. Vincent Mish
Title: Vice President

CHAMPION CARRIER CORPORATION

By: /s/ J. Vincent Mish
Name: J. Vincent Mish
Title: Vice President

(Signatures Continued on Next Page)

CHEVRON, INC.

By: /s/ J. Vincent Mish
Name: J. Vincent Mish
Title: Vice President

MILLER FINANCIAL SERVICES GROUP, INC.

By: /s/ J. Vincent Mish
Name: J. Vincent Mish
Title: President

MILLER/GREENEVILLE, INC.

By: /s/ J. Vincent Mish
Name: J. Vincent Mish
Title: Vice President

MILLER INDUSTRIES INTERNATIONAL, INC.

By: /s/ J. Vincent Mish
Name: J. Vincent Mish
Title: Vice President

(Signatures Continued on Next Page)

MILLER INDUSTRIES TOWING EQUIPMENT INC.

By: /s/ J. Vincent Mish
Name: J. Vincent Mish
Title: Vice President

STATE OF TENNESSEE
COUNTY OF HAMILTON

Personally appeared before me, Nadine L. Hancock, a Notary Public in and for said State and County duly commissioned and qualified, J. Vincent Mish, with whom I am personally acquainted, and who acknowledged that he executed the within instrument for the purposes therein contained, and who further acknowledged that he is an authorized officer of **Miller Industries, Inc., APACO, Inc., Century Holdings, Inc., Champion Carrier Corporation, Chevron, Inc., Miller Financial Services Group, Inc., Miller/Greeneville, Inc., Miller Industries International, Inc.** and **Miller Industries Towing Equipment Inc.** (singularly and collectively, the "Borrower") and is authorized by the Borrower to execute this instrument on behalf of each Borrower.

WITNESS my hand, at office, this 10th day of June, 2015.

/s/ Nadine L. Hancock
Notary Public

My Commission Expires: 1/21/18

(Notary Seal)