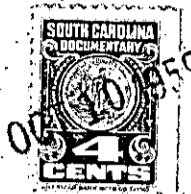


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LEASE

THIS LEASE made this 1st day of JULY, 1955, by
 and between W.E. McClain, WHITE HORSE ROAD, GREENVILLE, SOUTH CAROLINA
 (hereinafter called "Lessor"), and FOSTER OIL CO., AGENTS., (hereinafter
 called "Lessee").

WITNESSETH THAT:-

First The Lessor hereby leases to the Lessee for a term of Five (5) years,
 beginning on the 1st day of July, 1955, and ending on the 30th day of
 June, 1960, the parcel of land on WHITE HORSE ROAD ~~Street~~, in
 Greenville County, State of South Carolina, bounded and

*W.E. McClain
J.A.F.*

BEGINNING at the West intersection of White Horse Road and Welcome Road
 and proceeding S.W. along the Right of Way of Welcome Road a distance of
 100.0 feet to a point; thence N.W. parallel to White Horse Road a distance
 of 85.0 feet more or less to a point; thence N.E. at right angles to the
 previous course a distance of 95.0 feet, more or less, to a point on the
 S.W. Right of Way of White Horse Road; thence S.E. along the S.W. Right of
 Way of White Horse Road a distance of 105.0 feet, more or less, to the point
 of beginning.

*W.E. McClain
J.A.F.*

ALSO, to be used as an easement to ingress and egress,
 BEGINNING at a point on the S.W. Right of Way of White Horse Road a distance
 of 105.0 feet, more or less, N.W. of the West intersection on White Horse
 Road and Welcome Road and proceeding S.W. a distance of 46.0 feet to a point;
 thence North 75.5 feet to a point on the S.W. Right of Way Of White Horse
 Road; thence S.E. along the S.W. Right of Way of White Horse Road a distance
 of 60.0 feet to the point of beginning.

Together with all the improvements thereon, and all equipment and apparatus used in connection
 with the gasoline filling and automobile service station located on said premises. Included among said
 equipment and apparatus is the following:

- One (1) - 2 H.P. Air Compressor to be used also for body shop
- One (1) - Free Wheel Lift

*W.E. McClain
J.A.F.*

Second Foster shall pay as rent for the leased premises a gallonage rental of one (1) cent for
 each gallon of gasoline sold by Foster upon the leased premises, said gallonage to be paid in monthly
 installments on or before the fifteenth day of each calendar month, and each installment to be computed
 upon the number of gallons of gasoline so sold during the next preceding calendar month as shown by
 Foster's books; provided, however, that the said rent to be paid by Foster shall be not less than
 Twenty Five & No/100 Dollars (\$ 25.00) per month regardless of the actual number of gallons of gasoline
 actually sold as aforesaid.

*W.E. McClain
J.A.F.*

THIRD (B) Foster Oil Co. shall have an option to extend the term of this lease
 for one (1) additional period of Five (5) years, on the same covenants and
 conditions excepting that the rent for this option period will be a gallonage
 rental of one (1) cent for each gallon of gasoline sold by Foster upon the
 leased premises, provided however, that the said rent to be paid by Foster
 shall not be less than Fifty & No/100 Dollars (\$50.00) per month regardless
 of the actual number of gallons of gasoline actually sold as aforesaid.

(Continued on Next Page)