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BOOK 582 PAGE 171

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GREENVILLE CO. S. C.

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OLLIE LEWIS WORTH
R.M.C.

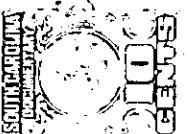
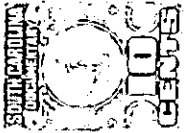
L E A S E



STATE OF SOUTH CAROLINA)



COUNTY OF GREENVILLE)



THIS LEASE AGREEMENT made and entered into this 21st day of June, 1957, by and between James M. Bruce, of the State and County aforesaid, hereinafter called the Landlord, and Atlas Oil Company, Inc., a South Carolina corporation, hereinafter called the Tenant,

W I T N E S S E T H:

That for and in consideration of the mutual promises and agreements hereinafter contained, it is understood and agreed as follows:

(1) That the Landlord does hereby grant, bargain, demise and lease unto the Tenant, and the Tenant does hereby accept from the Landlord:

All that certain piece, parcel or lot of land, with the buildings and improvements thereon, situate on the southerly side of Rutherford (Camp) Road, in the City of Greenville, S. C., and being more particularly described in that certain deed from R. E. Hughes to James M. Bruce as will more fully appear in Deed Book 475, page 343, of the RMC Office records.

TO HAVE AND TO HOLD for rental during the term of seven (7) years beginning on the 21st day of June, 1957, and ending at midnight on the 20th day of June, 1964, unless sooner terminated as herein provided.

(2) Tenant agrees to pay the Landlord for and during said term Sixty-Five and no/100 (\$65.00) Dollars per month, payable for the preceding month on or before the 10th day of each and every calendar month during said term. The Tenant agrees that in any month when the service station located on said premises pumps not less than 15,000 gallons of gasoline, there shall be added to that month's rent (1) cent for each gallon in excess of 15,000 gallons so pumped, up to but not exceeding 20,000 gallons, i.e., the maximum override in rent for any month not to exceed Fifty and no/100 (\$50.00) Dollars. The Landlord grants unto the Tenant an option to lease for an additional three (3) year period the described premises at the rental herein set forth, provided the Tenant gives notice prior to sixty (60) days of the termination of the original lease of its intention to exercise said option.

(Continued on Next Page)

For assignment to the S.C. National Bank of Charleston, S.C. See Deed Book 619 Page 342.
For assignment to James M. Bruce + Bruce Oil Co. Inc. See Deed Book 750 Page 400