T. T. Co. File No. .....

LEASE

AGREEMENT dated the 16th day of December 1935 by and between Martha Greenville of Greenville and the Bell of Saint Louis Missouri Trustees under the will of Saint Louis Missouri deceased (hereinafter called lessor) and THE TEXAS COMPANY, a corporation of Delaware, having a place of business at Houston, Texas (lessee) witnesseth: National Oil Company

1—Premises Leased. Lessor hereby leases unto lessee a tract of land, with the improvements thereon, in the City of Greenville, County of Greenville, State of South Carolina, described as follows: All that certain lot of land situate in the City of Greenville, State of South Carolina and known as the northeast corner of Coffee and Richardson Streets and a frontage of 50 feet 6½ inches on Coffee Street and extending back on said Richardson Street a distance of 50 feet to a stake at the rear according to a plat of the City of Greenville S. C. Stock Book of the City of Greenville S. C.

Determination. A notice of three months in writing is required of said lessee should lessee need to vacate said premises at the termination of this lease, and should the said lessor desire possession at the expiration of the term of this lease, or any renewal thereof, then in such event lessee shall have the right to remain and in case such notice shall not be given by either party the said lessee shall have the right to re-rent and repossess said premises at the end of this lease, and upon such notice as given by either party, this lease shall continue in force upon the rentals and as set forth in this lease subject to all the covenants and conditions herein contained.

1—Term. TO HAVE AND TO HOLD for the term of ..... years from and after the 31st day of Dec. Nineteen Hundred Thirty Six (1936) and further for any extension hereof, or any subsequent year upon thirty (30) days' written notice from lessee to lessor. Provided however that the lessee, at its option may terminate this agreement at any time upon ten days' written notice in event of the cancellation or termination in any manner of (a) that certain commission agreement between ..... dated ..... 19..... or (b) any agreement supplementary thereto or (c) any future agreement between the lessee, as principal, and another, as agent, for the sale by the latter of both or the aforesaid products or of the commission or interest thereof.

2—Rental. Lessee agrees to pay the following rent for said premises: As yearly rental hereunder are payable in advance on the first day of each month, the amount of the rental for the term of this lease shall be paid in twelve equal monthly installments of ..... Dollars ($ .....) each, the first of said installments to be paid on the execution hereof, and the remaining installments to be paid on the first day of each succeeding month during the term hereof. Lessee shall not be liable for any rental for the period during which it is prevented from using the premises for the purposes hereof by reason of fire, storm, or any cause beyond its control.

3—Use of Premises. Lessee may use the premises for the purpose of conducting thereon a business of distributing petroleum products and any other business which may be conducted in connection therewith, and for the purpose of erecting, maintaining, operating, repairing, removing and replacing thereon such buildings, tanks, pumps, machinery, signs and other equipment as lessee may deem necessary or convenient for the conduct of its business thereon, and lessee shall have the right to make any alterations in or additions to the premises that lessee may deem necessary or convenient for the conduct of its business thereon. Lessee shall maintain all improvements placed on the premises by lessee in good condition and repair during the term hereof. Upon the termination of this lease, lessee shall remove from the premises all of its property, and shall restore the premises to the condition in which they were at the beginning of this lease, reasonable wear and tear excepted.

4—Termination for Default in Rental. If lessee shall fail to pay any rental when due hereunder and such default shall continue for thirty (30) days after written notice of such default has been delivered to the Sales Manager of lessee at Houston, Texas, lessor may terminate this lease on thirty (30) days' notice to lessee.

5—Termination for Default in Use. If lessee shall fail to perform any covenant on its part to be performed hereunder, other than the covenant to pay rental, and such default shall continue for sixty (60) days after written notice of such default has been delivered to the Sales Manager of lessee at Houston, Texas, lessor may terminate this lease on thirty (30) days' notice to lessee.

6—Termination for Bankruptcy. If lessee shall be adjudged bankrupt or insolvent, or if a receiver be appointed for lessee's property, or if lessee shall make an assignment for the benefit of creditors, or if lessee's interest hereunder shall be taken by execution, lessor may terminate this lease on thirty (30) days' notice to lessee.

7—Termination for Condemnation. If the whole or any part of the premises shall be taken by condemnation proceedings, or if any right of access to the premises shall be taken by condemnation proceedings, lessee may terminate this lease on thirty (30) days' notice to lessor.

8—Removal of Property. Lessee shall have the right at any time during the continuance of this lease or within thirty (30) days after its termination to sever and remove all fixtures, equipment and other property of lessee placed on or in said premises by lessee during the term of this or any previous lease, or any extension or renewal thereof.

9—Lessee's Right of Termination. Should the conditions on said premises be changed by fire, storm, or natural decay or any cause beyond lessee's control to such an extent as substantially to prevent lessee from establishing or continuing the business of distributing petroleum products on said premises, or should said business for any reason in lessee's judgment become unduly burdensome, lessee may terminate this lease upon giving thirty (30) days' written notice to lessor, and thereupon all the rights and liabilities of the parties hereto with respect to each other hereunder shall cease and terminate, except as to any liability then accrued.

10—Damages for Defect in Title. Lessor covenants that he is well seized of said premises, has good right to lease the same, and warrants and agrees to defend the title thereto, and to reimburse and hold lessee harmless from all damages and expenses which lessee may suffer by reason of any restriction, encumbrance or defect in such title.

11—Taxes and Encumbrances. Lessor agrees to pay all taxes, assessments and obligations which are or may become a lien on the demised premises ~~and improvements~~ as they become due. In lessor should fail so to do, lessee shall have the right either to make such payment for the account of lessor, in which event it shall be subrogated to all the rights of the holder of such lien, and in addition thereto shall have the right to apply accrued rentals in satisfaction of such obligation, or lessee, in the event of a foreclosure of any such lien, and the sale of said demised premises and improvements, shall have the right to buy in said premises and improvements for its own account.

12—Successors and Assigns. This agreement shall be binding upon and shall inure to the benefit of the parties hereto and to their respective successors or assigns. ~~and may be assigned by lessee and the property leased hereunder sublet by lessee with the consent of the owner.~~

Witnessed and requiring my lessee. This agreement, whatever the circumstances, shall not be binding on the lessee ~~unless~~ and until approved and signed on its behalf by any duly authorized officer at the General Office in Richmond, Virginia.

IN WITNESS WHEREOF lessor and lessee to be executed subscribed their names the day and year first above written.

Witness: George Mansell

Witness: Virginia Mansell

Attest: M. M. Smith

Martha B. Greenville (Lessor)

THE TEXAS COMPANY (Lessee)

By ..... (Acknowledgement by Lessor)

U. S. Stamps $ ..... and ..... cents.

C. C. Stamps $ ..... and 48 cents.

National Oil Company Greenville

By A. C. Cate

STATE OF SOUTH CAROLINA, City of Richmond, County of Greenville.

Personally appeared before me Virginia L. Bartholomew a notary public for Va. (witness) who, being duly sworn, says that A. C. Cate Assistant Municipal Manager of the National Oil Company and saw the within named lessor sign the foregoing lease bearing date the 16th day of December, 1935 and that deponent saw the said lessor deliver the foregoing instrument for the purpose therein mentioned, and that deponent with the other witness subscribed his name as witness thereto in the presence of the said lessor.

Sworn to before me this 16th day of December A. D., 1935

Virginia L. Bartholomew (L. S.)

Notary Public in and for ..... County, S. C., or the state-at-large.

My commission expires ~~at the pleasure of the Governor~~ Jan 28 1939

SEAL

Approved as to Terms ..... Description ..... Form .....

~~This agreement not binding on THE TEXAS COMPANY unless and until approved in writing by its Sales Manager or Assistant Sales Manager by signature below.~~

~~Approved:~~

Recorded Jan 15 1936 at 3:46 o'clock P M.