T. T. Co. File No.

LEASE

AGREEMENT dated the 14 th day of December, 1935 by and between D. A. Ballenger, Greenville, S. C. (Lessor) and Marion Oil Co. North Carolina (Lessee) THE TEXAS COMPANY, a corporation of Delaware, having a place of business at Houston, Texas (Lessee) Greenville, S. C. (Lessee)

(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:

Lot on North side of West Coffee St. with frontage of 50 feet each, and a depth of 150 feet. Property adjacent to Cannell property, being the second and third lots from Academy St. and facing West Coffee St.

Termination. A notice in writing six months in advance is required of said lessee should lessee desire to vacate said premises at the termination of this lease, and should the said lessor desire possession a like notice shall be required, and the said notice shall have like power by either party, the said lessee shall have the right to vacate and possess said premises at the end of this lease, and if no such notice is given by either party this lease should continue in force for a like period as set forth in this lease subject to all the covenants and conditions herein contained.

Lessee Option to Purchase. Lessee shall have the privilege to purchase said property during the first twelve months at a price of $ [illegible]

(2)—Term. TO HAVE AND TO HOLD for the term of [illegible] years from and after the 1st day of January, Nineteen Hundred Thirty-Six (1936) but subject to termination by lessee at the end of any year upon thirty (30) days' written notice from lessee to lessor. Provided, however, that lessee, at its option, may terminate this agreement at any time upon thirty days' prior written notice in event of the cancellation or termination in any manner by (a) that certain commission as agent agreement bearing even date herewith between lessee and [illegible] dated [illegible] or (b) any future agreement between the lessee, as principal, and another, as agent, for the sale by the latter on behalf of the former of petroleum products within commission at or from the demised premises.

(3)—Equipment. During said term of this lease, lessee shall maintain all the aforesaid equipment and goods in good and workmanlike condition, and shall paint structures as often as necessary.

(4)—Rental. Lessee agrees to pay the following rent for said premises: $12.50 per month for first five years and $15.00 per month for second five years, payable on the [illegible] day of each month.

Lessee agrees that rental shall be payable in monthly installments and forward to Central Office in Richmond, Virginia

(5)—Maintenance. Lessee agrees to maintain said premises and improvements in good repair during the term of this lease and to paint same as and when necessary in opinion of lessee. In the event of his failure to do so, lessor may, at its option either terminate the lease on thirty (30) days' notice to lessee, or make the necessary repairs, at the expense of lessee, and have the right to apply account on rent for the purpose of continuing same. It, during the time the premises are under going repairs, the use thereof by lessee is materially interfered with, the rent according thereto is to cease until such interference.

(6)—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, except [illegible] buildings

(7)—Lessee's Right of Termination. Should the acreage on said premises be declared by the proper authorities to be required for the purpose of 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 ninety (90) days' written notice, in which event the rental of this section shall be prorated to the date of such termination.

(8)—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.

(9)—Liens and Encumbrances. Lessor agrees to pay all taxes, assessments and charges which may become a lien on the demised premises and improvements as they become due. If lessor shall fail to do so, 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 accruing rents in satisfaction of such obligations of lessor, in the event of a foreclosure of any such lien, and the sale of said demised premises and improvements, lessee may purchase the same at such sale for its own account.

(10)—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, and the property leased, under lease, without the consent of the lessor.

(11)—Approval and Signing by Lessee. This agreement, whatever the circumstances, shall not be binding on the lessee unless and until approved and executed on its behalf by an Executive Officer at the General Office in Richmond, Virginia. (1) See margin

IN WITNESS WHEREOF lessor and lessee have hereunto subscribed their names the day and year first above written.

Witness: E. M. West

Witness: E. S. Vaughan

Attest: W. H. Smith

D. A. Ballenger (Lessor)

THE TEXAS COMPANY (lessee)

Marion Oil Co. Incorporated (lessee)

By: H. W. Cate

S. C. Stamps $ and 48 cents.

U. S. Stamps $ and cents.

(Acknowledgement by Lessor)

STATE OF SOUTH CAROLINA, Virginia

County of Greenville, City of Richmond, to-wit:

Personally appeared before me Alice S. Bartholomew, a Notary Public (witness)

who, being duly sworn says that he saw the within named H. W. Cate, Assistant Division Manager of the National Oil Co. Inc. a corporation, by [illegible] its [illegible] sign the name of the corporation thereto and deliver the foregoing instrument for the purposes therein mentioned, and that deponent, at the request of the said H. W. Cate, as Assistant Division Manager of the National Oil Co. Inc. a corporation, did attest the execution thereof by the said H. W. Cate on the 16 th day of December, 1935; that the authority to sign and deliver the same is derived from a resolution of the Board of Directors of the said corporation; and that deponent saw the said H. W. Cate, as Assistant Division Manager of the National Oil Co. Inc. a corporation, sign, seal and deliver the same and that deponent, with the witness aforesaid, subscribed his name hereto as witness thereto in the City aforesaid.

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

Alice S. Bartholomew (L. S.)

Notary Public in and for [illegible] County, S. C., at the date at large.

My commission expires at the pleasure of the Governor Jan. 28, 1938

Approved as to Terms [illegible] Description [illegible] Form [illegible]

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 3:16 o'clock P M.

Lessee Right of Termination. Should lessee, for any reason, not be permitted to continue the sale of gasoline on said premises for a period of twelve consecutive months, lessee may terminate this lease upon giving thirty (30) days' written notice to lessor, and upon such termination the rental shall be prorated to the date of such termination.