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LEASING COMPANY OF AMERICA
GREENVILLE CO. S. C.

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LEASE

THIS LEASE AGREEMENT (herein called "Lease") dated as of July 15, 1957, between STADEVCO, INC., a Delaware corporation, herein called Lessor, and THE PURE OIL COMPANY, an Ohio corporation, herein called Lessee,

WITNESSETH:

Lessor, for and in consideration of the payments hereinafter stipulated to be made by Lessee, and the covenants and agreements hereinafter contained to be kept and performed by Lessee, does by these presents demise, lease, and let unto Lessee, for the term and upon the conditions hereinafter stated, the lands and premises situated in the States of Alabama, Florida, Georgia, Minnesota, Mississippi, Michigan, North Carolina, Ohio, South Carolina, West Virginia, Wisconsin and Virginia, more particularly described in Schedule "1" hereto attached and by reference thereto made a part hereof for all purposes, together with all buildings thereon (said lands and buildings being herein referred to as "Properties"), but excluding all tanks, pumps, storage facilities, machinery, apparatus and other equipment (herein called "Marketing Facilities"). The term "Properties" shall also include all rights of way or use, servitudes, licenses and easements appurtenant to said lands and buildings.

1. *Term.* Subject to the further provisions hereof, this Lease shall remain in force and effect for a term of 25 years commencing July 15, 1957, and ending at the close of business on July 14, 1982.

2. *Annual Rentals and Subordinated Loans.* As the basic rental consideration herefor, Lessee hereby binds and obligates itself to pay to Lessor at Lessor's office in Chicago, Illinois, or such other place as Lessor may designate, the annual rental installments as set forth in Schedule "2" hereto attached and by reference thereto made a part hereof for all purposes. Lessee further agrees to lend to or for the account of Lessor on a basis completely subordinated as to payment of principal and interest to any investment in Lessor's securities by any

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