

and all covenants, conditions, obligations, purchase options and other options set forth in said lease shall be and remain in full force and effect during said continued and extended term, when not in conflict herewith; and particularly including the first refusal purchase option therein contained; except that during the extended term herein agreed upon or during the five-year period commencing June 29, 1956 should Lessee exercise the option to extend contained in the next succeeding paragraph, any painting of the demised service station building and improvements desired by Lessee shall be done by Lessee at its sole cost and expense in colors suitable to Lessee.

For the considerations herein named, Lessor hereby gives and grants unto Lessee the exclusive option and privilege of again extending the term of this lease for an additional term of five (5) years commencing June 29, 1956 and ending June 28, 1961, at a rental of TWO HUNDRED FIFTY AND NO/100 (\$250.00) DOLLARS per month; it being understood that should Lessee elect to exercise this option it shall advise Lessor in writing to that effect not later than April 30, 1956. Upon the giving of such notice said lease shall be extended upon all the terms and conditions therein set forth when not in conflict herewith, and it will be unnecessary to enter into any additional writing confirming the same.

This agreement shall not be binding upon Lessee, at its option, unless and until Lessor has furnished Lessee, at Lessor's expense, with an abstract of title or title opinion of a reputable attorney, certified or directed to Lessee indicating Lessor to be vested with such title as that Lessee may safely enter into this agreement and pay Lessor rentals provided during the extended term; such abstract or attorney's certificate to be furnished not later than May 15, 1951. In the event Lessor does not furnish such evidence of title prior to the time stated, Lessee shall have the privilege, at its option, of cancelling said lease and this agreement by notifying Lessor in writing to that effect; or Lessee may employ an attorney to examine Lessor's title and deduct expenses so incurred from rentals accruing under said lease; such deductions to, and shall, constitute rental payments under said lease.

WITNESS the hands and respective seals of the parties hereto, respectively witnessed or attested, the day and year first above written.

Sworn to and subscribed in the presence of:

J. Bennett Cass
J. BENNETH CASS
J. R. Boulware
As to Lessor J. R. BOULWARE

Othella B. Cass (SEAL)
OTHELLA B. CASS

LESSOR.

Sworn to and subscribed in the presence of:

W. J. McGinness
W. J. MCGINNESS
J. V. Fitzmorris
As to Lessee J. V. FITZMORRIS

SINCLAIR REFINING COMPANY (SEAL)

BY M. F. Braeckel
VICE PRESIDENT
M. F. BRAECKEL

ATTEST:
R. E. Schuster
ASSISTANT SECRETARY
R. E. SCHUSTER

LESSEE.