TITLE EXAMINATION:

Lessor shall furnish, at its expense, to Lessee for examination an Abstract of Title, as set forth in the Article entitled "CON-VEYANCE REQUIREMENTS," showing such title in said premises in Lessor as will authorize it to make and enter into this lease, and to collect and retain all rents and payments hereunder, free and clear of all claims and demands made by any person or parties, what'soever. In the event Lessor shall neglect, refuse or be unable to furnish such Abstract of Title within sixty (60) days after the date hereof, Lessee shall have the option and privilege of cancelling and terminating this lease, upon notice to Lessor, at any time after said sixty-day period: or Lessee may at its option employ an attorney of its own choice to make and compile an abstract of title to the demised premises, or conduct a title search of the public records of the county in which the demised premises are situate for the purpose of obtaining a record of any conveyances and matters pertaining to or affecting the title of Lessor to said premises; and Lessor agrees in such event to reimburse Lessee for any expense incurred by it in the compilation of such abstract of title or search of such public records. If at the time of such notice Lessee shall have entered into possession, Lessee shall be liable only for rents and other charges, if any, accrued and earned to the date of such termination and surrender of possession. If, upon the recording of this lease, Lessee desires to call upon Lessor so to do, Lessor shall have said Abstract of Title extended and recertified to Lessee, at Lessor's expense, showing said lease as having been recorded, and deliver the same to Lessee for examination.

This lease shall not be binding upon Lessee until signed on its behalf by its President or a Vice President. All proposals, negotiations, and representations with reference to the matters covered by this lease are merged in this instrument, and no amendment or modification hereof shall be valid unless evidenced by a writing signed by such officer.

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

Signed, sealed and delivered in the presence of:

AS to Lessor John L. WILLIAMS

As to Lessee (w.c. RYAN

BY:

Attention of LESSOR

Secretary LESSOR

SINCLAIR REFINING COMPANY

BY W. Damoela

VIČE PRESIDENT W.N. DAMONTE

ASSISTANT SECRETARY

R. E. SCHUSTER LESSEE

(FOR ACKNOWLEDGMENTS SEE FOLLOWING PAGE)