

9. In the event Lessee shall be in default in the payment of rentals hereunder, or otherwise, and shall remain in default for a period of thirty (30) days after notice in writing from Lessor to it of such default, Lessor shall have the privilege of terminating this lease and declaring the same at an end, and of repossessing itself of the premises, and Lessor shall have the remedies now provided by law for recovery of rent and repossession of premises in the event Lessee shall remain in default.

10. In the event Lessee is unable to obtain all permits and permissions necessary to install, operate and maintain on the leased premises the necessary buildings and equipment for conducting its business as herein provided, or if at any time hereafter Lessee is prevented by operation of law from using said station and premises for the purposes aforesaid, then and in any of said events Lessee may, at its option, cancel this lease and be relieved of any further liability hereunder.

11. At any time, or from time to time, or on the termination of this lease by lapse of time or otherwise, Lessee may, at its option and at its own expense, remove from the demised premises any part of or all the improvements and equipment of whatsoever nature heretofore or hereafter placed or owned by it on the demised premises, whether affixed to the premises or located in, on or under the same, or not; and after such removal shall restore the surface of the ground to its uniform level and even condition, free from all excavations and debris.

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~~12. Lessor shall furnish to Lessee, at Lessor's expense, evidence of title satisfactory to Lessee showing title in said premises in Lessor, as of the date hereof, as will authorize Lessor to enter into this lease and to collect and retain rents hereunder. If Lessor fails to furnish such title evidence within sixty (60) days after the date hereof, Lessee may at its option, either cancel this lease on notice to Lessor, or employ an attorney or title company of its own choice to make the necessary title examination and Lessor agrees to reimburse Lessee for the expenses so incurred. If Lessee enters into possession and shall thereafter cancel this lease because of Lessor's failure to furnish title evidence or because of any defect disclosed in Lessor's title, Lessor shall be liable only for rents accrued and earned to the date of cancellation and surrender of possession.~~

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~~13. If during the term of this lease, or any extensions thereof, Lessor shall decide to accept any bona fide offer to purchase the demised premises at a specified price, Lessor shall notify Lessee by affidavit, of the terms of such offer and Lessor's willingness to sell, and Lessee shall have the first refusal and option to purchase said premises at such price, such option to be exercised by notice in writing to Lessor within twenty (20) days after the service of such affidavits. Upon the exercise of such option, Lessor shall deliver to Lessee evidence of title acceptable to and to be approved by Lessee showing good and marketable fee simple title of record to said premises in Lessor, free and clear of all liens, charges and encumbrances except current ad valorem taxes which shall be prorated as of the date of delivery of deed and Lessor shall, concurrently with the payment of the purchase price, convey said premises to Lessee in fee simple by general warranty deed, bearing the required documentary stamps. Partial or total destruction of the premises, or the happening of any event which would prevent the use of said premises for an oil and gasoline service station, after the exercise by Lessee of this option, shall, at Lessee's election, excuse Lessee's performance of the contract formed by the exercise of said option, it being understood that Lessee's election shall not limit Lessee's rights under this lease.~~

14. All notices shall be written and may be given by depositing the notice in the United States registered mail, postage prepaid, enclosed in an envelope addressed to the party to be notified, at such party's address as shown in this lease or at any known address of any Lessor, if there be more than one; and the day upon which such notice is so mailed shall be treated as the date of service. If there be more than one Lessor, notice to any one of them shall constitute notice to all.

15. **THIS AGREEMENT** shall be binding upon and inure to the benefit of Lessor and Lessee and as well the grantees, heirs, executors, administrators, successors and assigns of Lessor, and the successors and assigns of Lessee. Lessee shall have the right to assign this lease or sublet the premises or any part thereof, or allow third parties to occupy and use the same. This agreement constitutes a merger of all proposals, negotiations and representations with reference to the subject matter and provisions hereof, and may be altered, amended or modified only in writing signed by Lessor and a representative of Lessee authorized to sign this agreement. Lessor acknowledges notice that this instrument may be executed on Lessee's behalf only by one of its officers or managers and that none other has authority to consent or agree to any alteration, amendment, modification or limitation whatsoever of the terms of this agreement.

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:

Louis J. Todd
Irving Goldsmith

Ramona L. ...
James ... (SEAL)
Jack ... (SEAL)
Party of the First Part, Lessor.

SINCLAIR REFINING COMPANY (SEAL)

By *D. ...*
DISTRICT Manager
Party of the Second Part, Lessee.

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