

to extend the underlying lease for such a period beyond the end of its primary term as the said deferred rentals and interest would pay the rental under said underlying lease at the rate specified in the rental provision thereof, and if said underlying lease contains any option exercisable upon or within a stipulated period prior to the end of the primary term, the date above recited as the end of the primary term or the date of the end of the extended term may either of them, at Phillips' option, be considered the end of the primary term for the purpose of said option or options. In the event Phillips elects to extend the underlying lease beyond the end of the primary term, as provided in the foregoing sentence, it shall do so by giving written notice to Servicetown at any time while the deferred rentals and interest or any part thereof remain unpaid, and in such event, Phillips shall credit amounts owed to Phillips as a result of said deferment of rentals under the Sublease, together with interest, on the rental falling due under the underlying lease during said extended period. The amount of the unpaid delayed rentals hereunder shall be a lien on the above described property.

Said underlying lease and Sublease are hereby amended to the extent necessary to be consistent with the foregoing and this agreement shall be binding upon the heirs, executors, administrators and assigns of the parties hereto, and shall run with the land.

IN WITNESS WHEREOF, the parties hereto have executed this agreement this 4<sup>th</sup> day of March, 1968.

WITNESSES:

W. C. Duffuss  
E. A. Cherry

WITNESSES:

Joseph S. Sanders  
W. E. Hill

PHILLIPS PETROLEUM COMPANY

By W. J. Kerry  
Marketing Manager

SERVICETOWN, INC.

By Frank M. ...  
President

ATTEST: J. R. Russell  
Secretary

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