

file offer to purchase the demised premises at a specified price, Lessor shall notify Lessee by affidavits, 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:

Bill Baker

Edgar M. Fearn (SEAL)

Emma M. Fearn (SEAL)
Party of the First Part, Lessor.

SINCLAIR REFINING COMPANY (SEAL)

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