

ARTICLE XXIV. (continued)

If Lessor shall elect to furnish a title insurance policy, Lessor shall make application to such title insurance company in the name of Lessee and shall furnish or cause to be furnished to Lessee within a reasonable time after the execution of this lease (not to exceed thirty days) an interim title binder of such title insurance company setting out the condition of Lessor's title.

Lessor shall remove any liens, encumbrances, defects and objections shown by such title binder or other title evidence within ninety (90) days after notice from Lessee to Lessor of such title defects unless the time therefor shall be by Lessee extended, and in the event such liens, encumbrances, defects and objections be not cured within said ninety (90) day period, or extended period if granted, Lessee may elect to accept title as disclosed by said binder or other title evidence. In the event Lessor shall fail to cure said liens, encumbrances, defects and objections disclosed by said binder or other title evidence and Lessee shall not elect to accept the same, then Lessee shall have the right to cancel and terminate this lease and the same shall become null and void.

Lessee is not obligated to make any payment of rent hereunder until such time as it shall have been satisfied as to Lessor's title in the manner first provided in this Article and it is understood that any payment of rent made by Lessee prior to Lessee's acceptance of the title shall not be construed as a waiver of any of its rights under this Article or this lease.

If, before the recording of this lease in the manner and as provided by law, the demised premises shall be subjected to any lien, whether by way of Mortgage, Deed of Trust, Security Deed, or otherwise, Lessee agrees, as a condition of this lease, to secure a subordination of such lien or liens and to cause such subordination agreement to be made a provision or part of any such Mortgage, Deed or Trust, Security Deed or other instrument.

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 year first above written.

Signed, sealed and delivered in the presence of:

[Signature]

[Signature]  
As to Lessor

[Signature]

[Signature]  
As to Lessee

[Signature] (SEAL)

John Edward Dawson  
[Signature] (SEAL)  
Lois Pitts Dawson LESSOR

SINCLAIR REFINING COMPANY (SEAL)

By [Signature]  
Vice President

ATTEST: [Signature]  
Assistant Secretary  
LESSEE

(FOR ACKNOWLEDGMENTS SEE FOLLOWING PAGE)