any way release the undersigned from liability hereunder or terminate, affect or diminish the validity of this guarantee, except to the same extent, but only to such extent, that the liability or obligation of the Lessee is so released, terminated, affected or diminished, notice to the undersigned of any modification, waiver, extension, forbearance or failure or of any default by the Lessee under the terms thereof being hereby waived.

This guarantee shall bind the undersigned and inure to the benefit of the Lessor and their respective successors and assigns.

Attest

Walter E. Whitt

ASHLAND OIL & REFINING COMPANY

By William R. Seaton

STATE OF KENTUCKY)
SS
COUNTY OF BOYD)

I, Janace Bowling, a Notary Public, do certify that on this day the foregoing instrument of writing was produced to me in my County and acknowledged and delivered before me by William R. Seaton of Ashland Oil & Refining Company, a corporation, party thereto, to be the act and deed of said corporation by him as its Adm. Vice President, thereunto duly authorized and the seal of said corporation as affixed to said instrument was attested and proven before me by Walter E. Whitt as its Assistant Secretary.

Given under my hand and seal of office this 5 day of December, 1968.

My commission expires December 4, 1971.

Janace Bowling
Notary Public

Lease and Agreement Recorded April 16, 1969 At 11:52 A.M.
 # 24689