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expiration date of the notice to Lessor, make the necessary repairs or replacements, and Lessor shall be liable forthwith to Lessee for any amounts so expended. Lessee shall have the right to apply any unpaid rentals in liquidation of said indebtedness, and if at the expiration of this lease said indebtedness, shall not have been paid, this lease, at the option of Lessee, shall continue in force on the terms and conditions herein set forth until said indebtedness shall have been fully satisfied.

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Article XIX.

Continuity:

This agreement and each and all of the covenants, obligations, and conditions, hereof, shall inure to the benefit of and be binding upon the heirs, personal representatives, successors and assigns of Lessor, and the successors and assigns of Lessee. Although designated in the singular number as "Lessor," if there be more than one, they and each of them shall be jointly and severally bound by the obligations and covenants herein imposed. In the event of the assignment of this lease by Lessee, or of its subletting the premises or any part thereof, Lessee shall at all times remain liable to Lessor for the payment of rents and charges, and for the faithful performance of all obligations imposed upon Lessee hereunder.

Article XX.

Notices:

All notices given under this instrument shall be in writing, and may be given either in the statutory method, if any, in the State where the premises are situated, or 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 instrument 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.

Article XXI.

Rights Not Waived.

Failure of either party to insist upon the strict and prompt performance of the terms, covenants, agreements, and conditions herein contained, or any of them, upon the other party imposed, shall not constitute or be construed as a waiver or relinquishment of such party's right thereafter to enforce any such term, covenant, agreement or condition, but the same shall continue in full force and effect.

The titles identifying the several Articles of this lease are for the purpose of locating readily the various provisions of the lease, and are not to be construed as a part of the text of the lease.

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Article XXII.

Subordination of Liens:

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, Lessor 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 of Trust, Security Deed, or other instrument.

Article XXIII.

Survey:

Lessor shall immediately furnish Lessee with a legal plat of survey on linen tracing paper prepared by a duly qualified surveyor or civil engineer, showing thereon bounds and elevations.

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Article XXIV.

Title Examination:

Lessor shall furnish, at its expense, to Lessee for examination an Abstract of Title, or other evidence of Lessor's title as set forth in the Article entitled, "Conveyance Requirements", showing such title in said premises in Lessor at approximately the date hereof as will authorize it to make and enter into this lease, and to collect and retain all rents and payments hereunder, free and clear of all claims and demands made by any person or parties, whatsoever. In the event Lessor shall neglect, refuse or be unable to furnish such proof of title within sixty (60) days after the date hereof, Lessee shall have the option and privilege of cancelling and terminating this lease, upon notice to Lessor, at any time after said sixty-day period. If at the time of such notice Lessee shall have entered into possession, Lessee shall be liable only for rents and other charges, if any, accrued and earned to the date of such termination and surrender of possession.

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 the year first above written.

Signed, sealed and delivered
in the presence of:

D. B. Leatherwood
Sammie Luray

As to Lessor.

J. V. Fitzmorris

A. V. Nolan As to Lessee.

Clifford Candler Bruce (SEAL)

Lessor.

Sinclair Refining Company,

By: J. W. Carnes

Vice President -- Lessee

Attest: J. E. Murray
Assistant Secretary.