

ARTICLE XXIII (a)

ASSIGNMENT OF RENTS:

In the event Lessor shall assign the rents or other charges accruing to Lessor under this lease, it is specifically understood that any such assignment shall be subject to all the terms and conditions of this lease.

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 as will authorize it to make and enter this, 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; or Lessee may at its option employ an attorney of its own choice to make and compile an abstract of title to the demised premises, or conduct a title search of the public records of the County in which the demised premises are situate for the purpose of obtaining a record of any conveyances and matters pertaining to or affecting the title of Lessor to said premises; and Lessor agrees in such event to reimburse Lessee for any expense incurred by it in the compilation of such abstract of title or search of such public records. 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:

Patrick C. Fant
Walter W. Goldsmith
As to Lessor



LULLWATER SYNDICATE, INC.,
BY- T. C. Gower (SEAL)
President
ATTEST: W. R. Timmons (SEAL)
Secretary- Lessor

M. J. Mannarino
T. J. Muldoon
As to Lessee

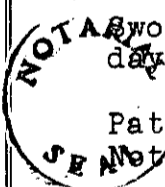


SINCLAIR REFINING COMPANY
By: J. W. Carnes
Vice President- Lessee
ATTEST: J. R. Murray
Assistant Secretary

Handwritten initials 'JW' and a circled 'P'.

STATE OF SOUTH CAROLINA )
COUNTY OF GREENVILLE ) ss

Personally appeared before me Walter W. Goldsmith, who, being duly sworn, says that he saw the corporate seal of LULLWATER SYNDICATE, INC., affixed to the foregoing instrument and that he also saw T. C. Gower, President, and W. R. Timmons, Secretary of said LULLWATER SYNDICATE, INC., sign, and attest the same, and that he with Patrick C. Fant witnessed the execution and delivery thereof as the act and deed of said LULLWATER SYNDICATE, INC.



Sworn to before me this 3rd.
day of March, A. D., 1938.
Patrick C. Fant
Notary Public

Walter W. Goldsmith

STATE OF NEW YORK )
COUNTY OF NEW YORK ) ss

Personally appeared before me M. J. Mannarino, who, being duly sworn, says that he saw the corporate seal of SINCLAIR REFINING COMPANY affixed to the foregoing instrument and that he also saw J. W. Carnes Vice President and J. R. Murray, Assistant Secretary of said SINCLAIR REFINING COMPANY, sign, and attest the same, and that he with T. J. Muldoon witnessed the execution and delivery thereof as the act and deed of said SINCLAIR REFINING COMPANY.

Sworn to before me this 14th, day
of March, A. D., 1938

Walter J. M. Guinness
Notary Public

M. J. Mannarino



Notary Public, Richmond Co.
Certificate filed in New York County
N. Y. C. Clerk's No. 32, Reg. No. 8 Mc21
Commission expires March 30, 1938.