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ARTICLE XXIV. (continued)

Lessee elects to terminate this lease and shall have entered into possession of the premises, Lessee shall be liable only for rents and other charges, if any, accruing to the date of such termination and surrender of possession.

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.

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

WITNESS the hands and respective seals of the parties hereto, respectively witnessed or attested, the day and the year first

Signed, sealed and delivered in the presence of:

As to Lessor

LESSOR

O.m. Valletta

As to Jessee

SINCLAIR REFAMING COMPANY

VICE PRESIDENT

ATTEST:

ASSISTANT SECRETARY

LESSEE

(FOR ACKNOWLEDGMENTS SEE FOLLOWING PAGE)