- (b) That no mortgage or security interest shall be deemed to be a lien upon any improvement or equipment owned by Tenant; and
- (c) That the owners and holders of the mortgage to which the lease is subordinate shall not elect to declare that the unpaid balance of the principal and interest thereon is due and payable by reason of any alleged default thereunder, and that said owners or holders shall not take any legal or other action therefor without first giving written notice to Tenant describing the default and giving Tenant the right, at Tenant's option, to cure such default within thirty (30) days after receipt of such notice (which notice shall be given in the manner provided for the giving of notices under this lease); and
- (d) So long as this lease has not been terminated by reason of any default of Tenant hereunder, Tenant shall not be made a party to any steps, actions or proceedings to foreclose such mortgage or security interest nor to any judgment of foreclosure and sale, and Tenant's leasehold estate and Tenant's use, possession, tenancy and occupancy hereunder shall remain undisturbed and shall survive any such steps, actions, proceedings and judgments.

That the preceding terms and conditions shall be deemed incorporated in the mortgage above mentioned as though expressly written therein.

IN WITNESS WHEREOF, the parties hereto have caused the execution hereof on this ______day of December, 1969.

"MORTGAGEE"

Seneral Diversal (Witnesses as to Mortgagee)

WITNESSES:

AIKEN LOAN & SECURITY COMPANY

BY: Bally (SEAL)

AND: Secretary (SEAL)

"TENANT"
Hess Oil & Chemical Division
AMERADA HESS CORPORATION (SUCCESSOR BY
MERGER TO HESS OIL AND CHEMICAL
CORPORATION)

(Witnesses as to Tenant)

President

AND: Challed and a series of the series of the

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