

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.

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.

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 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; 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 situated 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:

W. M. Hanlon
C. F. McCullough

As to Lessor.

Walter Sullivan Griffin, Jr. (SEAL)
Lessor.

J. V. Fitzmorris

A. V. Nolan

As to Lessee.

SINCLAIR REFINING COMPANY

BY: J. W. Carnes,
Vice-President -- Lessee.

Attest:

J. R. Murray,
Assistant Secretary.

