

and all parties acting through or under him or them covenants and agrees that no mechanics' liens or claims shall be filed or maintained by him, them or any of them against the said service station or the lot of ground aforesaid or any appurtenances thereto, or any part thereof, for or on account of any work done, or labor or materials furnished or supplied by him, them or any of them, under said contract or otherwise, for, towards, in or about the service station or any part thereof, and the Contractor for himself and his sub-contractors, and all others under him, them or any of them, hereby expressly waives and relinquishes the right to have, file or maintain any such mechanics' liens or claims, and agrees that this Agreement, waiving the right of lien, is an abstract of the provisions relating to such waiver, set forth in the original Contract above referred to, and is an independent covenant.

Wherever herein the masculine personal pronoun is used in referring to the Contractor or sub-contractors or parties acting under them, it shall apply to him or them, as the case may be, notwithstanding the fact that such Contractor, sub-contractors or parties acting under them may be a corporation, partnership, association or other entity.

IN WITNESS WHEREOF the parties hereto have executed under seal this agreement this 7th day of July, 1950.

WITNESSES:

THE ATLANTIC REFINING COMPANY

Richard Brighton
For Owner
A. J. Trotter

By *Ray W. Sedout*
Chief Engineer.

George T. Hoppe
For Contractor
J. C. Spralley

Joe W. Hines (Contractor)
By *Joe W. Hines* (SEAL)
Owner (Title)

JWH