

21. FORCE MAJEURE:

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Neither party shall be liable for any failure of performance due to causes beyond its control. Neither party shall be deprived of the protection of the foregoing provision by virtue of its refusal to accede to demands of labor or labor organizations which it considers unreasonable.

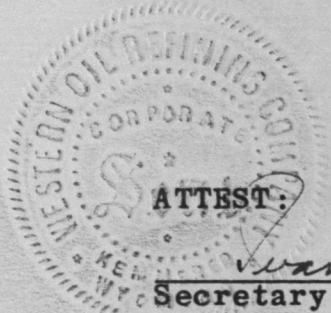
22. WARRANTY:

Western represents and warrants to Pfaff-Quealy that it is the lawful owner of all the rights and interests purported to be granted and assigned to Pfaff-Quealy under this agreement, and Western hereby warrants and agrees to forever defend unto Pfaff-Quealy all such rights and interests against all persons.

23. DATE:

This agreement, notwithstanding the date of the beginning hereof, shall become effective at the time of execution and acknowledgment hereof by Pfaff-Quealy.

IN WITNESS WHEREOF, the parties hereto have executed this agreement, as of the day and year herein first above written.



ATTEST:

Secretary

WESTERN OIL REFINING COMPANY

By:

Party of the First Part



ATTEST:

Secretary

PFAFF-QUEALY CORPORATION

By:

Party of the Second Part