

extraordinary or unduly expensive curative work without first having obtained the approval of the other party to incur such expense unless the party desiring to incur such cost and expense is willing to be solely responsible therefor.

Continental makes no representations as to the adequacy of any such title examinations and makes no warranty of any kind whatsoever as to the title to any of said lands or said leases except as to persons claiming by, through or under Continental. El Paso shall, however, have a period of thirty (30) days from and after Continental has made title materials available to El Paso within which to make such examination of titles as it deems advisable and either accept or reject the same.

In the event that El Paso rejects titles, this agreement shall terminate and the parties shall be under no further obligations hereunder except as to obligations theretofore accrued, if any.

If El Paso accepts titles, then this agreement shall remain in full force and effect and the parties shall be bound by the provisions hereof. Acceptance of titles by El Paso shall not, however, mean that all titles are, in El Paso's opinion, free and clear of any defects whatsoever but rather that the titles generally are in sufficiently good shape that El Paso is willing to assume the obligations thereof. Further title examinations or curative work by either party shall thereupon be conducted in compliance with the provisions of this section.