

to its operations, such as public disorders, loss of premises, war, insurrection, strikes, acts of God, accidents, or breakdowns whether or not preventable, or any cause beyond its control. The party of the first part shall not be required to remove such cause or replace the affected source of supply or facility if it shall involve additional expense or a departure from its normal procedures. The party of the first part shall not be required to make up deliveries omitted on account of such cause. In no event shall it be liable for prospective profits or special, indirect or consequential damages.

If the party of the first part believes that for any reason there is or may be a shortage of supply of gasoline or may be unable to meet demands of all of its customers of all kinds, the party of the first part shall have the privilege of allocating among such customers its available and anticipated supply in such manner as in its own uncontrolled discretion it may determine.

12. The party of the first part shall not be liable for the death, personal injury or property damage arising out of (1) the use or condition of the premises or the equipment of facilities thereon, regardless of any defects therein, or (2) the storage and handling of products on the premises.

13. It is expressly agreed that if at any time during the term of this contract the party of the second part shall be adjudged bankrupt or insolvent by any Federal or State court of competent jurisdiction, the party of the first part may at its option declare this contract terminated and cancelled and take possession of its equipment.

14. The party of the second part shall not assign this Contract without the written approval of the party of the first part. This instrument contains the entire agreement covering the subject matter. The right to require strict performance shall not be affected by any previous waiver or course of dealing. Neither this Contract nor any modification shall be binding on the party of the first part unless signed by an authorized representative. Part performance shall not be deemed a waiver of this requirement.

15. It is expressly agreed that if the party of the second part shall neglect to make any deposit or neglect to do and perform any matter or thing herein agreed to be done and performed by him, and shall remain in default thereof for a period of ten (10) days the party of the first part may declare this Contract terminated and cancelled and take possession of its equipment without prejudice to any other legal remedy it may have on account of such default.

IN WITNESS WHEREOF, the party of the first part has caused this Contract to be duly executed in duplicate originals by its President and attested to by its Secretary, and the parties of the second part have hereunto set their hands and seals this day and year first

Witness:

above written.

Harold A. Cantrell
Rita T. Hughes
 Secretary

R. L. Jordan Oil Co. Inc.
By: R. L. Jordan
 President

* *Mary L. Barales* (Seal) * *Albert S. Barale* (SEAL)

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