

(ii) within 120 days after the end of each fiscal year of Lessee, a balance sheet of Lessee as at the end of such year and statements of income and surplus of Lessee for such year, setting forth in each case in comparative form, figures for the preceding fiscal year, all in reasonable detail and satisfactory in scope to the Trustee and the holders of the Notes, certified by independent certified accountants of recognized standing selected by Lessee.

All financial statements specified in this paragraph 9 shall be furnished in consolidated form for Lessee and all subsidiaries as are customarily included in such consolidation.

10. If any term or provision of this Agreement or any application thereof shall be invalid or unenforceable, the remainder of this Agreement and any other application of such term or provision shall not be affected thereby.

11. This Agreement shall be binding upon the parties hereto and upon their respective successors and assigns.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be signed and sealed by their respective representatives thereunto duly authorized, as of the date above set forth.

REPROCO, INC.

By R. C. Beard
R. C. Beard Vice President

Attest:

Terry Webster
TERRY WEBSTER Assistant Secretary

Witnesses:

M. M. Barrett
M. M. Barrett
J. C. Andrews
J. C. Andrews

PHILLIPS PETROLEUM COMPANY

By D. A. Johnson
D. A. Johnson

Attest:

Joe W. Zeman
Joe W. Zeman Assistant Secretary

Witnesses:

M. M. Barrett
M. M. Barrett
J. C. Andrews
J. C. Andrews

(Continued on next page)