

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 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 is fair and reasonable to all its customers.

11. 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.

12. 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.

13. The party of the second part shall not assign this Contract without the written approval of the party of the first part. The party of the first part shall have the first refusal option if the party of the second part offers his operation for sale. 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.

14. 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 therein agreed to be done and performed by him, and shall remain in default