TWELFTH: It is mutually agreed that if in the event the premises shall be completely destroyed by fire during the first 10-year period of this lease, the Lessor will insofar as any insurance proceeds are available use the same to restore said premises as promptly as circumstances permit. The rent for this period shall be abated and the term of the lease extended for the period abated. It is also mutually agreed that if in the event the premises shall be partially destroyed or rendered partially unfit by fire or other casualty, the Lessor shall restore the premises insofar as insurance proceeds are available as promptly as circumstances permit and the rent for this period of time shall be proportionately reduced in an amount directly proportionate to the extent of the damage.

THIRTEENTH: Lessee covenants and agrees to keep the buildings and fixtures on the demised premises in good repair, reasonable wear and tear excepted. Lessee further agrees that it will not make any structural alteration in the buildings on the demised premises without the prior written consent of Lessor.

FOURTEZNTH: The Lessor reserves the right that if in the event the Lessee shall become bankrupt, go into receivership, or be placed in either of the above for the benefit of creditors, then the Lessor shall have the right to immediately cancel this lease and the provisions hereof and take possession of the premises.

IN WITNESS WHEFEOF, the respective parties have executed this instrument on this the day and year first hereinabove written.

As to Lessor

FARMERS LOAN AND TRUST COMPANY, AS TRUSTEE UNDER INDENTURE DATED AS OF APRIL, 1955

By enkelly

BILLUPS EASTERN PETROLEUM COMPANY

By My mytan - Paco

(CONTINUED ON NEXT PAGE)