

storage of petroleum products and such other merchandise and services as are customarily sold and offered at a gasoline service station, and have requested party of the third part to acquiesce in such use and occupancy of said premises by the parties of the second part and further to acquiesce in the inclusion of the parties of the second part as a party to the contract for the purchase of Gulf Motor Fuels dated April 15, 1954, referred to hereinabove.

NOW THEREFORE, for and in consideration of the sum of One Dollar (\$1.00) and other valuable considerations paid one to the other, receipt whereof is hereby acknowledged by each of the parties hereto, and with the intention to be legally bound hereby, the parties agree as follows, to-wit:

FIRST: Parties of the first part agree that the parties of the second part shall be put into immediate possession of the aforesaid premises under the terms of an agreement by and between the parties of the first and second parts for use by said parties of the second part for the storage and sale of petroleum products and such other merchandise and services as are customarily sold and offered at a gasoline service station.

SECOND: Party of the third part consents to the aforementioned possession and use of the said premises by the said parties of the second part upon the terms and conditions set forth in paragraphs third to seventh, inclusive, below.

THIRD: Parties of the first and second parts agree that the terms and provisions of the said agreement referred to in Paragraph "FIRST" above shall in no wise be considered as part of this agreement and that the rights of the parties of the second part under such agreement shall at all times be subject to the superior and continuing rights of the party of the third part under the aforesaid Gulf Motor Fuels Contract and under the aforesaid lease option agreement, both dated April 15, 1954.

FOURTH: Parties of the second part agree, and by the execution of this agreement, do hereby become jointly and severally bound together with the parties of the first part, for the faithful performance of all of the terms and conditions of the said contract