

SECOND: Party of the third part consents to the aforementioned possession and use of the said premises by the party of the second part under the terms and conditions put 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 being part of this agreement and that the rights of the party 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 July 7, 1955.

FOURTH: Party of the second part agrees, and by the execution of this agreement, does hereby become jointly and severally bound together with the party of the first part for the faithful performance of all of the terms and conditions of the said contract for the purchase of Gulf Motor Fuels, dated July 7, 1955, for the period from and after the date hereof to the expiration of said contract by limitation or earlier termination under the terms of said contract, but in no event for a period extending beyond the period of time said party of the second part is entitled to possession of said premises, under said agreement by and between the parties of the first and second parts hereto.

FIFTH: Party of the second part further agrees that no change in the firm name or style or manner of doing business or by increase or decrease in the number of participants of said business, by incorporation or otherwise, shall relieve the party of the second part from his joint and several obligations to perform the conditions of said Gulf Motor Fuels Contract.

SIXTH: It is understood and agreed by the parties hereto that the possession, use and occupancy of the premises.