

6. The Assignor and the Lessee agree that they will not enter into any agreement subordinating, amending, modifying or terminating the Lease without the consent thereto in writing of the Trustees, and that any attempted subordination, amendment, modification or termination without such consent shall be void as against the Trustees.

7. The Lessee agrees that if pursuant to the Lease it shall become obligated to purchase the premises described in the Lease by reason of an express provision of the Lease or the exercise of an option to purchase the premises contained therein it will accept a deed to said premises executed and delivered by the Trustees as being in compliance with the provisions of the Lease, provided that a title company designated by the Lessee will insure, or the Lessee receives an opinion of counsel designated by it, that the deed so executed by the Trustees conveys a good and marketable title subject to liens, encumbrances and defects permitted by the Lease. The Lessee agrees that, if it should become necessary for the Trustees or any other party to institute any foreclosure or other judicial or non-judicial proceeding in order to be able to convey title to said premises to the Lessee, the time within which delivery of the deed to such property may be made shall be extended to the extent necessary to permit the Trustees or such other party to institute and conclude any such proceeding.

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

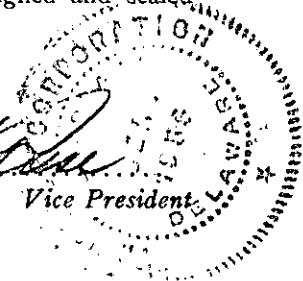
IN WITNESS WHEREOF, the parties hereto have caused this instrument to be signed and sealed by their respective officers thereunto duly authorized, as of the date above set forth.

Signed, sealed and delivered in the presence of:

TREMARCO CORPORATION

F. A. Hartz
.....
F. A. HARTZ

By *R. L. Reese*
.....
R. L. REESE Vice President



Grace J. Fox
.....
GRACE J. FOX

Attest:

Vilma Toth
.....
VILMA TOTH Assistant Secretary

GULF OIL CORPORATION

C. B. Barrentine
.....
C. B. Barrentine

By *G. E. Millican*
.....
G. E. Millican Division General Manager

H. T. Hooper, Jr.
.....
H. T. Hooper, Jr.

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