

Third: Hammond agrees, and by this agreement does hereby assume all obligations of Henderson for the faithful performance of all of the terms and conditions of the contract for the purchase of Gulf Motor Fuels, dated July 7, 1955, referred to hereinbefore.

Fourth: Hammond further agrees that no change in the firm name by style or manner of doing business, by increase or decrease in the number of participants in said business, by incorporation or otherwise, shall relieve Hammond from his obligation to perform the conditions of said contract for the purchase of Gulf Motor Fuels, dated July 7, 1955, referred to hereinbefore.

Fifth: Gulf agrees, and by this agreement hereby consents to the assignment to Hammond of all of the right, title and interest of Henderson in the contract for the purchase of Gulf Motor Fuels, dated July 7, 1955, referred to hereinbefore.

Sixth: It is understood and agreed by the parties hereto that the title of Hammond to the said premises shall at all times be subject to the superior and continuing right of Gulf, upon the breach of any of the conditions of said contract for the purchase of Gulf Motor Fuels dated July 7, 1955, or by the termination of said contract by operation of law or other cause not attributable to an act of Gulf, or in the event Hammond should for any reason cease to operate himself the business presently conducted on said premises, to exercise the option to lease referred to hereinbefore by written acceptance of said lease properly stamped and addressed to Hammond, whose mailing address is RT. #2 Piedmont, and deposited in the United States Mails, or by written acceptance of said lease filed for record in Greenville County, South Carolina.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals the day and year first written above.

Signed and sealed in
the presence of:

W. E. Henderson
W. E. Henderson

E. Pratt Henderson (SEAL)
E. Pratt Henderson

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