

WHEREAS, Gulf, at the request of the original owner and Henderson; by a tripartite agreement dated March 7, 1956, and recorded in Deed Book 548, Page 22, of the public records of Greenville County, South Carolina, acquiesced in said conveyance and in the assignment to Henderson of all the right, title and interest of the original owner in the contract for the purchase of Gulf Motor Fuels, dated July 7, 1955, referred to hereinbefore, and

WHEREAS, Henderson leased to Hammond the premises on which said service station is situate, and

WHEREAS, Gulf, at the request of Henderson and Hammond, by a tripartite agreement dated November 4, 1957, and recorded in Deed Book 591, Page 23, of the public records of Greenville County, South Carolina, acquiesced in said lease and to Hammond being made a party to the contract for the purchase of Gulf Motor Fuels, dated July 7, 1955, referred to hereinbefore, and

WHEREAS, Henderson has conveyed or is conveying to Hammond the premises on which said service station is situate, and

WHEREAS, Henderson and Hammond have requested Gulf to acquiesce in the assignment to Hammond of all the right, title and interest of Henderson in the contract for the purchase of Gulf Motor Fuels, dated July 7, 1955, referred to hereinbefore.

NOW, THEREFORE, for and in consideration of the sum of One (\$1.00) Dollar 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 covenant and agree as follows, to-wit:

First: That this agreement shall not become effective until the consummation of the aforementioned sale by Henderson to Hammond of the premises on which said service station is situate.

Second: Henderson agrees to sell, and by this agreement does hereby sell, assign and transfer to Hammond 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.

(Continued on Next Page)

E.S. 24  
L.C.H.