

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 lease by Hammond to Cantrell of the premises on which said service station is situate.

SECOND: Hammond agrees that Cantrell shall be put into immediate possession of the aforesaid premises under the terms of said Agreement, dated October 1, 1958, by and between Hammond and Cantrell for use of Cantrell for the storage and sale of Gulf Petroleum Products and such other merchandise and services as are customarily sold and offered at a gasoline service station:

THIRD: Cantrell agrees, and by this agreement does hereby become jointly and severally bound with Hammond 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: Cantrell 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 Cantrell from his joint and several 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 inclusion of Cantrell as a party to 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 possession, use and occupancy of 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