

performance of this agreement by the Parties of the First Part. It is understood and agreed that should the Parties of the First Part fail to carry out the terms and conditions of this agreement and, specifically, should said Parties of the First Part fail to surrender possession of the real property and machinery, equipment, furniture, fixtures and supplies hereinabove referred to, to the Party of the Second Part not later than December 31, 1947, said Eight Thousand (\$8,000.00) Dollars shall be paid over to the Party of the Second Part by said escrow agent as liquidated damages for failure of the Parties of the First Part to perform this agreement and thereupon, in addition to said machinery, equipment, furniture, fixtures and supplies, said fund shall be the sole property of the Party of the Second Part, free of any claim of whatsoever kind and nature by or on behalf of the Parties of the First Part or any or either of them.

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

Witnesses to Parties of the First Part:

Bobbie Sue Bass  
J. H. Link

Ed C. Curdts (SEAL)  
Fred S. Curdts (SEAL)  
James W. Curdts (SEAL)  
Parties of the First Part

Witnesses to Party of The Second Part:

A. J. Minn  
Margaret H. Spencer

TEXTILE AMUSEMENT COMPANY, INC. (SEAL)  
By H. W. W. June President  
and Edum Pettitt Secretary  
Party of the Second Part