

SECOND: The date of the sale is to be January 2, 1967, at which time the Purchaser agrees to pay at least one-fourth (1/4) of the total purchase price as determined by Item FIRST above. The balance of the said purchase price to be paid in installments over a period of time to be agreed upon by the parties on the date of sale, January 2, 1967. Said installments are to be in no event less than Four Hundred (\$400.00) Dollars. plus insurance benefits as presently received by the Sellers.

THIRD: The Sellers warrant, covenant and agree:

- M. M. M.
L. J.
J. M.*
- (a) That they are the sole owners with good and marketable title to any and all of the capital stock of Dixie Packaging, Inc. and that said stock to be conveyed hereunder, is free and clear of all liens and encumbrances.
 - (b) That they will execute any and all bills of sale and documents necessary to transfer ownership of all property and assets of Dixie Packaging, Inc. as represented by the ownership of the capital stock of Dixie Packaging, Inc.
 - (c) That all Social Security, withholding, sales, income and all other taxes of Dixie Packaging, Inc. have been paid in full to date.

FOURTH: The parties hereto agree that the Federal income tax return filed for the tax year 1966 shall be used for the purpose of determining Book Value and shall be attached hereto and become a part hereof.

FIFTH: This Agreement shall bind the parties hereto, their legal representative, heirs, successors and assigns.

q SIXTH: For a period of two (2) years from the date of sale, January 2, 1967, the Sellers will not, within a radius of fifty (50) miles from the present place of business of

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