

paid herewith, receipt of same being hereby acknowledged by the Sellers and for the additional consideration hereinafter stated.

2. That as additional consideration flowing from the Purchasers to the Sellers, said Purchasers hereby individually agree and covenant that they (A) will not transfer any of their respective ownership in the stock or assets of Thunderbird of Greenville, Inc., or in Thunderbird of Greenville - Motel, and (B) will not increase the current indebtedness of Thunderbird of Greenville, Inc., or Thunderbird of Greenville - Motel, without first removing the three Sellers from any and all personal obligations and liability arising out of their executing the "Mortgage Note" to Fidelity Federal Savings and Loan Association in the original amount of \$1,260,000.00 and subsequent assumption thereof, and removing the three Sellers from any and all personal obligations and liability arising out of their executing the promissory note to The Peoples National Bank, Greenville, S. C., in the amount of \$40,000.00, and removing said Sellers from all personal obligations and liability arising out of their executing the "Guaranty and Indemnity Agreement" dated August 18, 1971, and subsequent renewal thereof, and further relieving said Sellers of any legal or equitable obligations or responsibility of any nature whatsoever which had arisen out of any and all of the transactions dealing with the Thunderbird Motel, Greenville, S. C.

3. The Purchasers further agree that in the event of default of any debt on the part of Thunderbird of Greenville, Inc., or Thunderbird of Greenville - Motel, which would in any way involve the Sellers on any of the above referred to prior agreements and guarantees or any other liability on the part of the Sellers, the Purchasers shall eliminate the debt to South Carolina National Bank, Florence, South Carolina, in the amount of \$150,000.00 as corporate debt and same shall be contributed

RILEY & RILEY
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