plus the Owners making certain covenants so long as Charles E. Robinson, Jr. has obligations under these transactions which are still in effect and also making a hold harmless agreement for any liability of the Seller or Charles E. Robinson, Jr. regarding the future sale of any interest in or any future borrowing of additional funds on the part of the corporation or Limited Partnership of which all stock will be owned by the Owners; and said Owners further agreeing to hold the Seller and Charles E. Robinson, Jr. harmless from any future liability arising out of these transactions.

NOW, THEREFORE, IT IS AGREED:

- 1. That the Seller hereby individually assigns, sells and transfers all of her stock in Thunderbird of Greenville, Inc., a South Carolina Corporation, (100 shares) and all of her interest in Thunderbird of Greenville Motel, a South Carolina Limited Partnership, unto the Purchaser, Thunderbird of Greenville, Inc. for the consideration of a promissory note of the Purchaser with the Owners being individual co-makers thereon, said note being in the amount of \$65,000,00, payable \$16,250.00 on or before August 1, 1974; \$16,250.00 on August 1, 1975; \$16,250.00 on August 1, 1976; and a final payment of \$16,250.00 on August 1, 1977, with interest at the rate of ten percent (10%) per annum payable annually on date of principal payments, receipt of same being hereby acknowledged by the Seller and for the additional consideration hereinafter stated.
- 2. That as additional consideration flowing from the Purchaser and the Owners, individually, to the Seller and her predecessor in title to her interest, Charles E. Robinson, Jr., said Owners 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

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