

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

JUN 19 11 20 AM '78
DONNIE S. TANKERSLEY
R.M.C.

BILL OF SALE
BULK SALE

THIS AGREEMENT, entered into by and between Howard Rodgers, d/b/a Rodgers Sand and Gravel Company, hereinafter referred to as the seller and, The Da-Lar Corporation, hereinafter known as the purchaser:

W I T N E S S E T H

1. The seller does hereby sell unto the purchaser, the going business known as Rodgers Sand and Gravel Company, now located at 102 O'Neal Street, Greenville, South Carolina; including trade name, goodwill and customers that said business has normally serviced in the past, for the sum of Thirty-Two Thousand Five Hundred and no/100 Dollars, cash.

2. Said sale shall include the following items of equipment:

- One Massey Ferguson, 1968 model, Loader 33
- One Case Front End Loader - 1964 model
- One 1972 International Diesel Tandem Dump Truck, Model No. F2050A, #757951G461222
- One 1972 International Diesel Tandem Dump Truck, Model No. F2050A, #7579516504114
- One 12 x 42 foot Mobil Home Trailer

3. It is understood and agreed that all of the accounts receivable in existence as of June 13, 1978, shall belong to the seller and that all accounts receivable incurred after June 13, 1978, shall belong to the purchaser.

4. By separate instrument, the seller is leasing unto the purchaser, the ~~Building and~~ grounds as 102 O'Neal Street, Greenville, South Carolina, wherein the seller's business was operated; said lease to be executed simultaneously herewith.

5. The seller agrees not to compete directly or indirectly with the purchaser, in a similar business, for a period of four (4) years, within a radius of fifty (50) miles of the City of Greenville, South Carolina.

6. It is understood and agreed that by entering into this agreement, the purchaser assumes absolutely no liabilities of Howard Rodgers, d/b/a Rodgers Sand and Gravel Company, and Howard Rodgers agrees to hold the purchaser harmless therefrom.

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