

and described in this instrument. VENDOR further represents that all existing leases covering the businesses and locations above mentioned will be assignable to VENDEE or that new leases will be available to VENDEE at no additional monthly rental. Any and all debts or accounts of said businesses becoming due and payable after the execution of this agreement shall be paid by VENDEE.

IT IS FURTHER UNDERSTOOD AND AGREED that upon the execution of this agreement, VENDOR and VENDEE will remove all money in the machines and coin changers at the six locations hereinabove mentioned, all of which shall be and belong to VENDOR. It is further agreed that VENDOR will promptly assist VENDEE in changing the coin meters at the six locations herein described from twenty five to thirty five cents.

IT IS FURTHER UNDERSTOOD AND AGREED that neither Vendor nor Village Investments Inc. or L M Industries, Inc. will enter into the automatic coin operated laundromat business within two miles of each location described herein.

VENDOR further agrees it will assist VENDEE, but not financially, in beginning the operation of his businesses.

TO HAVE AND TO HOLD said businesses, including the goodwill thereof, stock, supplies, furnishings, fixtures, machinery and equipment herein described, unto BILLY J. PARSONS, his heirs, executors, administrators and assigns, absolutely and forever.

VENDOR hereby covenants with VENDEE that it is the true and lawful owner of said businesses and all items described in this agreement and that it has good right to sell the same and will warrant and forever defend the same against the lawful claims and demands against all persons whatsoever.

IN WITNESS WHEREOF, the undersigned have caused these presents to be signed and sealed this 22nd day of October, 1973.

WITNESSES:

C. Victor Pyle
Dorothy A. Loney

UNIVERSAL EQUIPMENT CO., INC.

BY: *John T. Luster* (L.S.)
President, Vendor

Billy J. Parsons (L.S.)
Billy J. Parsons, Vendee