

STATE OF SOUTH CAROLINA )  
 COUNTY OF GREENVILLE ) AGREEMENT AND RECISION OF REAL  
 10/29 4 12 PM 1967 ESTATE CONTRACT

Whereas on the 31st day of October, 1967 a contract was entered into between Berry's Inc., by J. F. Berry, President, Seller and Romar, Inc. by R. J. Dilloway, President, Purchaser which said contract is recorded in the Office of the Clerk of Court for Greenville County in deed book 832, page 275.

Whereas R. J. Dilloway and John M. Dempsey had filed with the Secretary of State of South Carolina Articles of Incorporation of Romar, Inc. which certification was never made by the Secretary of State. That as John M. Dempsey's interest in said corporation he turned over to R. J. Dilloway a check in the sum of \$4,000.00 on November 13, 1967, the check bearing the same date, to be applied on the aforesaid contract. That the said R. J. Dilloway added \$1,000.00, which amount was an overpayment made by John M. Dempsey to R. J. Dilloway on the purchase price of auto washing equipment, to the \$4,000.00 and transferred \$5,000.00 to Berry's Inc. Seller as part payment on the purchase price of the contract of October 31, 1967.

That on November 1, 1967, John M. Dempsey paid to Berry's Inc. a check for \$5,000.00 to be applied on the purchase price of the contract of October 31, 1967.

That subsequent thereto, R. J. Dilloway and John M. Dempsey agreed not to incorporate Romar between themselves and that said John M. Dempsey was to form his own corporation, Joncas, Inc. without the said R. J. Dilloway.

Whereas, it is the intention of the parties for the terms and conditions and fulfillment of the contract executed on October 31, 1967 between Berry's Inc., and Romar, Inc., to be executed and fulfilled between Berry's, Inc. as Seller and John M. Dempsey, Individually, and as President of Joncas, Inc., as Purchaser.

It is further agreed that the \$10,000.00 in checks as mentioned above be applied by the Seller towards the purchase price on a new contract on the identical property with identical terms as the contract of October 31, 1967 with the exception that John M. Dempsey, Individually and as President of Joncas, Inc. is to be substituted as Purchaser instead of Romar and that all parties agree to the recision of said contract of October 31, 1967 and the Seller agrees and John M. Dempsey, Individually and as President of Joncas, Inc. agrees to execute and fulfill a new contract on the said same terms, as herein agreed, simultaneously with the execution of this agreement. The consideration herein is the mutual good will and affection each party has

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