

(f) Title to properties: The Seller has good and marketable title to all its properties and assets, real and personal, including those reflected in the balance sheet of December 31, 1980 (except as since sold or otherwise disposed of in the ordinary course of business), subject to no mortgage, pledge, lien, encumbrance, security interest, or charge, except for liens shown on such balance sheet as securing specified liabilities (with respect to which no default exists).

(g) Equipment: Seller is delivering all equipment to Purchaser in an "as is" condition and is making no warranty or representation with respect to same.

5. DISCLOSURE: No representation or warranty by the Seller in this Agreement nor any statement or certificate furnished to the Purchaser pursuant hereto, or in connection with the transactions contemplated hereby, contains any untrue statement of a material fact, or omits to state a material fact necessary to make the statements contained herein not misleading.

6. RELIANCE: The foregoing representations and warranties are made by the Seller and the undersigned individuals with the knowledge and expectation that the Purchaser is placing complete reliance thereon.

7. SURVIVAL OF REPRESENTATIONS: All statements contained in any certificate or other instrument delivered by or on behalf of the Seller pursuant hereto, or in connection with the transactions contemplated hereby, shall be deemed representations and warranties by the Seller hereunder. All representations, warranties, and agreement made by the Seller in this agreement, or pursuant hereto, shall be deemed joint and several, except as otherwise expressly stated, and shall survive the closing and any investigation at any time made by or on behalf of the Purchaser.

8. In further consideration of the mutual covenants and conditions of this Agreement, David Daniel Adams knowingly and specifically agrees that he does not have the authority to