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This Addendum entered into this the 10 day of August, 1978 by and between the undersigned is in addition to and/or modification of agreement between said parties of even date being attached hereto. To the extent there is any conflict between the agreement and this Addendum, it is agreed that the language contained in the Addendum shall control.

Sellers and Buyers further agree as follows:

- 1. Sellers warrant that they have fee simple absolute title in the assets being conveyed to Buyers which assets are described in Schedule A. Sellers warrant that said assets are being conveyed free and clear of all liens and encumbrances of every nature and that there are no debts or taxes owed to any parties creating a lien against said assets.
- 2. It is understood that Buyers are not purchasing any stock in the corporation Pen Products, Inc. and that the Buyers do not assume any liability of any nature whatsoever in connection with said corporation or the business operated by the Seller in Berea Plaza Shopping Center, Greenville, S. C.
- 3. Sellers acknowledge that there are certain creditors due funds by the Sellers as are more fully set out in Exhibit "B" attached hereto. However, Sellers agree to be fully responsibile for paying said debts and acknowledge that said creditors have no lien or future right of lien against the assets by reason of their claims. Sellers warrant that there are no other creditors except those set out in Exhibit B. Seller warrants it has notified all creditors of the within sale by certified mail by the agent of Sellers and Buyers, the same being David B. Ward, Attorney. However, both parties acknowledge that certain technical requirements of the Bulk Sales Act may not have been followed but only to the extent that there is another purchaser in addition to Mr. Roy Cochran, that the purchase price has been decreased to \$25,000.00 and that it has been allocated slightly different than shown in said notice.
- 4. It is further agreed that the right set off referred to in Paragraph 5 of the Agreement shall be specifically referred to in the \$10,000.00 promissory note.
- 5. Paragraph 6 of the Agreement is modified to the extent that Sellers agree to give Buyers written notice of any default under the