

Stone, Rogers, and Orr (one-third each);

3. W. M. Webster III's share to Stone, Rogers, and Orr (one-third each);

and that the consideration for this sale and transfer consists of a stated amount of cash plus the Purchasers making certain covenants so long as the Sellers' obligations under these transactions are still in effect and also making a hold harmless agreement for any liability of the Sellers regarding the future sale of any interest in or any future borrowing of additional funds on the part of the corporation or Limited Partnership which majority stock of same will be owned by the Purchasers; and said Purchasers further agreeing to hold the Sellers harmless from any future liability arising out of these transactions.

NOW, THEREFORE, IT IS AGREED:

1. That the Sellers hereby individually assign, sell and transfer all of their stock in Thunderbird of Greenville, Inc., a South Carolina corporation, and all of their respective interest in Thunderbird of Greenville - Motel, a South Carolina Limited Partnership, unto the Purchasers, John F. Orr, Eugene E. Stone, and F. Mandeville Rogers III, in the following manner, to-wit:

- A. A. Foster McKissick's share to John F. Orr;
- B. W. M. Webster, Jr.' share to Stone, Rogers, and Orr (one-third each);
- C. W. M. Webster III's share to Stone, Rogers, and Orr (one-third each);

for the consideration of payment of cash in the amount of \$10.00 to each Seller plus an additional amount paid to each Seller,