

AMENDMENT AGREEMENT

AMENDMENT AGREEMENT made the 30th day of [illegible] 1982, between MAREMONT CORPORATION, a Delaware corporation (hereinafter called "Seller"), and SEARS, ROEBUCK AND CO., a New York corporation (hereinafter called "Sears"):

WITNESSETH:

WHEREAS, by Agreement dated July 1, 1971, as subsequently amended by Agreements dated February 20, 1978 and July 5, 1979, Seller agreed to manufacture and sell to Sears, and Sears agreed to purchase from Seller certain of Sears requirement of lined brake shoe sets purchased through Sears Department 628, all as set forth therein, and;

WHEREAS, the parties wish to further amend the terms appearing in the July 5, 1979 Agreement in order to reduce the length of time during which manufacturing variances will be considered as elements of start-up costs, and also to extend the length of time during which Sears is responsible to pay for its share of those costs;

NOW, THEREFORE, the parties agree that the following modifications are made to the terms of said July 5, 1979 Agreement, effective as of the commencement of the start-up period:

1. The second sentence of Paragraph 3 of said agreement is deleted and the following is substituted therefore:

"If the sum of such actual total manufacturing costs at the Smithville Plant shall exceed the total Standard Costs (as hereinafter defined) of direct materials, direct labor and factory overhead

of all product produced at the Smithville Plant during the period from January 1, 1978 through June 30, 1979, then such excess, plus the aforementioned Closing and Relocation costs (but in no event more than One Million Five Hundred Twenty-Six Thousand Dollars ($1,526,000) shall be considered as Starting Costs."

2. The first line of Paragraph 5 is deleted and the following is substituted therefor:

"5. During the period from January 1, 1978 through June 30, 1979, there shall be credited to ..."

3. In the ninth line of Paragraph 6, a period is placed after the figure "$500,000" and the remainder of the sentence is deleted.

4. The first sentence of Paragraph 8 is deleted and the following is substituted therefore:

"8. As soon as possible after Sears has made total payments of $500,000, Seller shall determine by audit, the total credits made to the Billing Surplus Account."

5. The aforementioned Agreements of July 1, 1971, February 20, 1978 and July 5, 1979, are ratified and affirmed as herein amended.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective Presidents or Vice Presidents, and attested by their respective Secretaries

or Assistant Secretaries, duly authorized thereunto, as of the day and year first above written.

ATTEST: (SEAL)

Asst. Secretary

MAREMONT CORPORATION

By ~~Executive~~ Vice President

ATTEST: (SEAL)

Asst. Secretary

SEARS, ROEBUCK AND CO.

By Vice President

Approved for Signature b
Department 700-8:

Group Vice Presiden

Approved for Signature b
Department 628:

National Merchandise Mana

Senior Buyer

Buyer

8-5-82

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