Bloomfi[illegible], Indiana
April 1, 1966

AGREEMENT executed this 1st day of April, 1966, between Concrete Silo Co., Inc., an Indiana corporation, of Bloomfield, Indiana, hereinafter called Seller, and C & B Silo Company, a Michigan corporation, of Charlotte, Michigan, hereinafter called Buyer.

THE PARTIES AGREE AS FOLLOWS:

1. Seller agrees to sell and Buyer agrees to buy the following assets of Seller located at Charlotte, Michigan:

A. Land and real estate improvements including and on which the office building is located. The title is to be conveyed by warranty deed free of all encumbrances except real estate taxes now due and payable for any period prior to April 1, 1966.

B. All factory equipment, installation equipment, Office furniture and equipment, and the following vehicles:
1956 De Soto automobile
1955 International truck
Dodge pick-up truck
E & S engine.
All of the foregoing "as is, where is", free of any encumbrance. Title to be conveyed by bill of sale and assignment or transfer of vehicle title cards.

C. All inventory of raw material, work in process and finished goods of Charlotte operation of Seller "as is, where is" located at Charlotte, Michigan, title to be conveyed by Bill of Sale free of all encumbrances.

D. Seller shall assign all right, title and interest in and to the following 8 orders for new silos of "old style" stave: Gemmell, Fercroft, McBride, Fuss, M. Shantz, Miller, Fiegel, Must and Schulz; order for extension from Teak; 4 orders for "new type stave". The 8 orders do not include $1740.00 down payment ~~xx xxx~~ received by Seller which Seller shall have a right to keep. However, all down payments on "new style stave" shall be turned over to Buyer. Buyer agrees to complete the orders on the 8 "old style stave" silos in good workmanlike manner and to assume all other obligations in connection with such orders as is customary in the ~~it~~ trade.

E. Buyer shall have the right to use the words "Michigan Silo" for the Charlotte operations in a business or corporate name, in the state of Michigan.

2. The purchase price of the above is $24,500.00 to be paid on exeuction of this agreement. Buyer shall also take over the operations of the Charlotte operation of Seller as of this date for the sole account of Buyer. It is understood that Seller's assets are subject to security agreement and financing statement with Citizens National Bank of

PLAINTIFF'S EXHIBIT NO. Papa 24 FOR IDENTIFICATION 1-20-83 DATE: RPTR:

DEPOSITION EXHIBIT C/e 3 9-21-81 vm

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Bloomington, Indiana. The purchase price check is to be made payable to Seller and said bank and bank shall forthwith send to Buyer satisfaction of real estate mortgage and release of financing statement.

3. It is understood that, except for the obligation to complete the silo orders, Buyer does not assume and agree to pay any obligations of Seller. Seller represents that it is in the process of liquidation pursuant to Indiana corporate law and the Uniform Commercial Code excepts from the bulk transfer of assets notice, a liquidation situation. Seller shall fulfill all requirements of law with respect to such notice or the payment of the accounts.

4. Seller agrees to hold Buyer free and harmless from any claims, demands, causes of action, losses or damages arising out of operation of the Charlotte plant prior to April 1, 1964. Should Buyer be notified of any such claims, etc., Buyer shall immediately notify Seller of such claims, etc.

5. Buyer shall have the right to all customers lists and primarily but without limiting, all orders, correspondences, notes, etc. with respect to the orders to be assumed and fulfilled by Buyer hereunder.

IN WITNESS WHERE the parties have executed this agreement by their respectiv officers thereunto duly authorized.

Conrete Silo Co., Inc.

By F. A. Mayer Pres.

Attest William A. Fowler Secty

C. & B. Silo Company

By Ralph N. Bird Pres.

Attest Secty

NOTE:

Names and down payment on 4 "new style stave" orders:

Shaw, Ross, Willis, and Shehan with deposits of Ross $3376.40 and about ~~$2300~~ $3415.72 on Shehan.

Buyer agrees to either fulfill the orders for the new style stave or to refund money and rescind orders thereof. Buyer also assumes and agrees to pay any commissions due and payable to salesmen of such 4 orders even if the orders are not rescinded, and all commission due and payable on

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