

NOW, THEREFORE, in consideration of the covenants herein contained and the mutual benefits to be derived herefrom, Tenant and Landlord do, and each of them does, hereby agree that said lease shall be cancelled and terminated as of 12:00 p.m., September 30, 1968 and do hereby discharge and release each other from any further liability, obligation and/or duty arising out of or in relation to said lease and do further agree and acknowledge that all and any liabilities, obligations or duties arising out of said lease and heretofore owing one to the other have been fully met and satisfied and do hereby release and discharge each other from any matter or claim arising prior to the cancellation and termination of this lease.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

~~ATTEST~~ WITNESS:

M. F. Rogers  
Patricia N. Keneck

~~ATTEST~~ WITNESS:

Wayne E. Jones  
James P. York

WITNESS

M. F. Rogers  
Patricia N. Keneck

F. H. ROSS & COMPANY

BY: Frank H. Ross, Jr.  
President

By: James P. York  
Secretary

FIRST UNION NATIONAL BANK OF NORTH CAROLINA, Co-Trustee

By: James P. York V. PRES.

By: Charles Miller ASST. SECT.

Frank H. Ross, Jr.  
Frank H. Ross, Jr., Co-Trustee

James McCausland Ross  
James McCausland Ross, Co-Trustee

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