

Whereas, Comfortable pledged with Trustee for the benefit of Metropolitan certain loans (hereinafter called "Pledged Loans"), partially guaranteed by the Veterans Administration and/or fully insured by the Federal Housing Administration as security for the aforementioned promissory notes, pursuant to that certain Collateral Trust Indenture (hereinafter called the "Indenture"), dated as of the 2nd day of January, 1968, Recorded in REM Book 1082 page 481 between Metropolitan, Comfortable and Trustee, and

Whereas, Comfortable has requested Metropolitan to cancel the aforementioned promissory notes because the maintenance of the Pledged Loans under the Indenture is undesirable and economically burdensome, and

Whereas, Metropolitan is willing to cancel the aforesaid promissory notes for the reasons set forth by Comfortable.

NOW, THEREFORE, in consideration of their mutual promises and the cancellation of the aforementioned promissory notes, the Trustee has transferred the Pledged Loans through direct assignments to Metropolitan and the parties agree as follows:

1. That contemporaneously with the execution of this agreement and the cancellation of the promissory notes Metropolitan is the owner of the Pledged Loans.
2. That the Purchase Agreement dated January 2, 1968, and any amendments thereto are hereby terminated.
3. That the Indenture is hereby terminated and Trustee is relieved of all its duties and obligations thereunder.
4. That Comfortable acknowledges receipt of the cancelled promissory notes dated January 31, 1968; January 31, 1968; February 29, 1968; February 29, 1968; April 30, 1968; April 30, 1968; May 31, 1968; May 31, 1968; July 17, 1968; July 17, 1968; July 17, 1968; July 17, 1968;