

with, directly or indirectly, that certain agreement entered into between the parties hereto described hereinabove and particularly and especially on account of the matters and things set forth and alleged in the Complaint, Answer and Counterclaim in that certain suit styled "Dean Davidson d/b/a Davidson Heating Company vs. Guible Realty, Inc., a Corporation, and Fidelity Federal Savings and Loan Association", the same being duly filed with the Clerk of Court for the Court of Common Pleas, County of Greenville, State of South Carolina, to which said Complaint, Answer and Counterclaim reference is hereby made for a greater certainty, with respect to which a motion was made to change the caption of said suit prior to the agreement of the undersigned to the terms within.

It is the purpose of this Release to forever settle, adjust and discharge all claims of whatsoever kind or nature that the undersigned has or may have against the party heretofore mentioned, and it is agreed that the case styled "Dean Davidson d/b/a Davidson Heating Company vs. Guible Realty, Inc., a Corporation, and Fidelity Federal Savings and Loan Association" referred to hereinabove be dismissed with prejudice with each side to pay their own costs. Further, that the attorney representing the undersigned is authorized to consent to any Order effecting such dismissal.

The undersigned does covenant and warrant that he has the authority to act for the corporation in whose name this release is executed and that his act is that of the corporation.

Dated this 30<sup>th</sup> day of ~~February~~<sup>March</sup>, 1973.

In the presence of:

James C. Bailey, Jr.  
Jean H. Boych

DAVIDSON, INCORPORATED

By: N. Dean Davidson  
N. Dean Davidson, its President

N. Dean Davidson  
N. Dean Davidson, Individually