STATE OF SOUTH CAROLINA

COUNTY OF

GREENVILLE

AGREEMENT

WHEREAS, Dr. Jack D. Parker, Dr. Thomas Parker and Dr. J. Earle Furman were owners of certain property situate at the southwest corner of Arlington Avenue and South Calhoun Street in the City of Greenville, South Carolina, as shown on Plat of Property of Dr. Jack D. Parker, Et. Al., recorded in the R.M.C. Office for Greenville County in Plat Book "HH", at page 125, and

whereas, Dr. Jack D. Parker was and is the owner of Lots Nos. 1 and 5 as shown on said plat and Dr. Thomas Parker was and is the owner of Lots Nos. 3 and 4 as shown on said plat and Dr. J. Earle Furman was the owner of Lots Nos. 2 and 6 as shown on said plat and all right, title and interest in and to Lots Nos. 2 and 6 have been acquired by Pedodontic Associates, P.A., and

WHEREAS, offices had been erected on portions of said property and it was the common wish and desire of the parties to prescribe certain covenants to run with the land with respect to the use of said property, the disposition or transfer of the respective lots and to formulate a common plan or scheme for parking facillities, and

WHEREAS, on May 4, 1956, by Agreement recorded in the R.M.C. Office for Greenville County in Deed Book 552, at page 21, the aforementioned parties coveranted and agreed that a common parking area would be established according to a specified plan and that any transfer of interest in and to said property would be subject to the terms set out in said Agreement, and

WHEREAS, the aforementioned Agreement further stipulated that no party to said Agreement, without consent of the other parties thereto, would sell, convey or lease said real estate owned by him and covered by said Agreement unless he should first give to the other parties the right of refusal to purchase the same, and

WHEREAS, Dr. Thomas Parker is desirous of selling and conveying to the South Carolina State Highway Department Lots Nos. 3 and 4 hereinabove described for highway construction purposes, and it further appearing that portions of the remainder of the property owned by said parties will be required for the same purpose and that the former use made of said property by the parties will no longer be feasible,

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS that we, Dr. Jack D.

Parker, Dr. Thomas Parker and Pedodontic Associates, P.A., do consent and agree to the proposed sale of said property herein described by the said Dr. Thomas Parker to the South Carolina State Highway Department and do expressly waive any and all rights to further notice as provided for in the Agreement dated May 4, 1956, and we do mutually agree to terminate said Agreement and release said parties from the terms of said Agreement, including, but not limited to the provisions relating to utilization of parking spaces and restricting use of said property.

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