

FILED
GREENVILLE CO. S. C.

MAY 21 9 40 AM '76

DONNE S. TANKERSLEY
R.M.C.

In re: Transfer and Assignment of
Leasehold Estate, dated
December 31, 1974, and
recorded in Book 1012, page 553,
R.M.C. Office for Greenville Co.,
South Carolina

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RELEASE AGREEMENT

THIS AGREEMENT, made and entered into this 20th day of May, 1976, by and between OPA GREENVILLE COMPANY, a Georgia corporation qualified to do business in the State of South Carolina (hereinafter referred to as "OPA"), and GREENVILLE OFFICE ASSOCIATES, LTD., a Georgia limited partnership (hereinafter referred to as the "Partnership");

W I T N E S S E T H, That:

WHEREAS, OPA and the Partnership are parties to (1) that certain Agreement for the Sale and Purchase of Leasehold Estate ("Purchase Agreement"), dated December 31, 1974, (2) that certain Management Agreement (the "Management Agreement"), dated December 31, 1974 (a Memorandum of which is recorded in Book 1018, page 306, R.M.C. Office for Greenville County, South Carolina), (3) that certain Power of Attorney (the "Power of Attorney"), dated December 31, 1974 (and recorded in Book , page , R.M.C. Office for Greenville County, South Carolina), (4) that certain Blanket Assignment and Transfer of Licenses, Permits, Agreements and Leases Pertaining to South Carolina National Bank Building (the "Blanket Assignment"), dated December 31, 1974, and (5) that certain Transfer and Assignment of Leasehold Estate (the "Leasehold Assignment"), dated December 31, 1974, and recorded in Book 1012, page 553, R.M.C. Office for Greenville County, South Carolina; and

WHEREAS, under that certain Termination of Management Agreement between OPA and the Partnership, of even date herewith, the parties hereto have terminated the Management Agreement, the Purchase Agreement, and the Power of Attorney, and the Partnership has released OPA from all claims, obligations or liabilities thereunder;

WHEREAS, OPA desires to release and discharge the Partnership from all of its obligations, undertakings, assumptions and liabilities to OPA under the Management Agreement, the Purchase Agreement, the Power of Attorney, the Blanket Assignment, and the Leasehold Assignment, and the Partnership is willing to accept such termination and release on the terms and conditions specified herein;

NOW, THEREFORE, for and in consideration of the Partnership's execution of the Termination of Management Agreement and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by OPA, OPA, intending to be legally bound, does hereby fully and finally release all claims, demands, rights, rights to indemnification, actions, or causes of action of every kind or description whatsoever which it may have had, now has, or may hereafter have, against the Partnership, or any of its partners, including, without limitation, any claim, demand, right, action or cause of action under or by virtue of the Purchase Agreement, the Management Agreement, the Power of Attorney, the Blanket Assignment, the Leasehold Assignment, the Termination of Management Agreement, or the Limited Partnership Agreement of Greenville Office Associates, Ltd.; and OPA hereby fully and finally releases and discharges the Partnership and all of its partners from all assumptions, undertakings, obligations, or duties of every kind or description whatsoever, which now exists or might hereafter arise, including, without limitation, all undertakings, obligations, and duties of the Partnership or any of its partners under or by virtue of the Purchase Agreement, the Management Agreement, the Power of Attorney, the Blanket Assignment, the Leasehold Assignment, the Termination of Management Agreement, and Limited Partnership Agreement of Greenville Office Associates, Ltd.

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