

NOW, THEREFORE, in consideration of Ten and No/100 (\$10.00) Dollars in hand paid by Blue Cross to Koger, the receipt and sufficiency of which is hereby acknowledged, and the undertaking set forth herein, Koger and Blue Cross agree, which agreement shall not be effective until recordation in the RMC Office for Greenville County of a warranty deed from Executive Center Associates to Blue Cross conveying the Property, as follows:

(1) The right of first refusal granted to Koger by Executive Center Associates recorded in the RMC Office for Greenville County in Deed Book 1075 at Page 468 is hereby terminated, released, and forever discharged.

(2) The covenants and restrictions set forth in Paragraphs (b) and (c) of the Warranty Deed from Koger to Executive Center Associates recorded in the RMC Office for Greenville County in Deed Book 1075 at Page 461, are hereby amended by deleting in their entirety Paragraph (b) and Paragraph (c) and substituting in lieu thereof, the following:

"(b) Grantee shall not use or permit the use or occupancy of any improvements on said property except for general office use. In the event Grantee elects to lease all or any portion of the improvements located upon the subject property, or the subject property, to any other entity, except for any lease to an affiliate or wholly-owned subsidiary of the Grantee, the rentals to be charged therefor must be at least equal to the then current rental rate for a full-service lease or the equivalent charged as of that date by Koger Properties, Inc. for space owned or managed by it at its development located on adjacent property currently known as The Koger Center, which rental rate may not be reduced during the term of the lease or any renewal or extension thereof. Further, the Grantee may not lease all or any portion of the improvements located upon the subject property or all or any portion of the subject property to any tenant or former tenant of space in the development located on adjacent property, currently known as The Koger Center, for a period of one (1) year following the termination of such tenant's lease or occupancy of space in The Koger Center."

"(c) In the event the Grantee, or its successors or assigns, should elect to sell the subject property, Grantee does hereby grant and convey to Grantor an option to purchase the subject property or any

9725

17328 IV-2