WHEREAS, the Bank is now causing to be erected a multi-storied building one hundred (100) feet in length and eighty (80) feet in width, said building being located approximately seventy-seven (77%) per cent on the Brockman lot and twenty-three (23%) per cent on the Central Realty lot; and

WHEREAS, the Brockman lease extends for a term ending on May 31, 1981, with the Bank having an option to purchase the demised premises at the end of said term for the price of Eighty-Seven Thousand and no/100 (\$87,000.00) Dollars by giving the Lessor written notice of intention to exercise said option on or before December 1, 1980; and

WHEREAS, under the Central Realty lease which has a primary term ending May 31, 1981, the Bank has a series of seven 5 year renewal options whereby said lease can be extended for a full term ending May 31, 2016, at which time the Bank is given an option to purchase the Central Realty lot;

WHEREAS, the parties hereto recognize that the new building is so constructed that it cannot be satisfactorily partitioned or divided along the common property line between the Brockman lot and the Central Realty lot by a party wall so as to provide a separate and complete building on the Central Realty lot and because of this Central has required the Bank to give Central certain protection in the event that the Central Realty lot should revert to Central at any time prior to the exercise by the Bank of its option to purchase the Central Realty lot.

NOW, THEREFORE, for and in consideration of the foregoing and the sum of One (\$1.00) Dollar paid by Central to the Bank, the receipt whereof is hereby acknowledged, the Bank does hereby assign, transfer and set over unto Central all of the Bank's right, title and interest and all of its responsibilities, liabilities, obligations and duties, as Lessee, under the written indenture of lease dated June 1, 1964, by and between W. Thomas Brockman, as Landlord, and Southern Bank and Trust Company, as Tenant, a short form of which is recorded in the RMC Office for Greenville County, South Carolina in Deed Book 777, page 13.

This is a conditional assignment and shall become effective only

(Continued on next page)