

whether written or oral (including, without limitation, that certain Lease Agreement ("Lease Agreement"), dated December 12, 1973, by and between Grantor, as Lessor, and The South Carolina National Bank, Greenville Branch, as Lessee, pertaining to the Land or to any building, improvement or structure now or hereafter located on the Land (all such leases or rental agreements being hereinafter referred to as "Leases") (the Leasehold Estate, Land, Street Rights, Improvements and Leases are hereinafter collectively referred to as the "Property").

This conveyance, and the warranties set forth herein, are subject to those matters set forth in Exhibit B, attached hereto and by this reference made a part hereof.

TO HAVE AND TO HOLD the Property, with all and singular the rights, privileges, members and appurtenances thereof, to the same being, belonging or in anywise appertaining to the only proper use, benefit and behoof of the said Grantee forever.

AND the said Grantor does hereby bind itself, its successors and assigns to warrant and forever defend the right, title, interest and estate in and to the Leasehold Estate unto the said Grantee, its successors and assigns, against itself and its successors and assigns and against every person whomsoever.

By acceptance of this Transfer and Assignment, Grantee, for itself and its successors and assigns, does hereby assume and agree to perform all of Grantor's covenants, obligations and undertakings under the said Indenture of Lease, as amended, and under the said Lease Agreement and to indemnify and hold harmless Grantor from and against any and all claims or demands hereafter made or asserted against Grantor by reason of said Indenture of Lease or Lease Agreement and arising from and after the date hereof and any and all loss, cost, damage or expense (including attorneys' fees)

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