

GREENVILLE CO. S. C.

Dec 17 10 16 AM '75

DONNIE S. TANKERSLEY
R.M.C.

Vol 1028 (10-814)

STATE OF SOUTH CAROLINA)
COUNTY OF GREENVILLE)

MEMORANDUM OF LEASE

This Memorandum of Lease dated December 16, 1975,
by and between Eugene W. Bettis, hereinafter referred to as "Lessor", and Bankers
Trust of South Carolina, Greenville, South Carolina, a state banking institution,
hereinafter referred to as "Lessee";

W I T N E S S E T H :

That for and in consideration of the sum of one and no/100 (\$1.00) dollar
and other good and valuable considerations and in further consideration of the rents
reserved and the covenants and conditions more particularly set forth in a certain
Lease Agreement between the Lessor and the Lessee dated December 16, 1975, the
Lessor and the Lessee do hereby covenant, promise and agree as follows:

The Lessor does demise unto the Lessee and the Lessee does take from
the Lessor for the term hereinafter provided and any extensions thereof, the
property more particularly described on Exhibit A attached hereto and incorporated
herein by reference.

The lease term shall commence on May 1, 1976 or on the date tenant
completes construction and opens for business, whichever occurs first. The lease
term shall terminate ten (10) years after the commencement thereof provided, how-
ever, that the Lessee is granted the right to lease the premises for additional
periods upon such terms and conditions as set forth in said original Lease Agree-
ment dated December 16, 1975.

Lessor covenants that if at any time during the term of this lease or
any extended period thereof, Lessee is deprived of possession or the right of pos-
session of the demised premises or any material portion thereof in derogation of
its right to peaceful and quiet possession under the lease, then Lessor shall pay
the Lessee the full amount expended by Lessee for construction of any building,
buildings, improvements or alterations or additions upon and to the demised pre-
mises, less a deduction at the rate of two and one-half (2 1/2%) percent per year
for the period elapsed since the completion of such construction; it is further
understood and agreed that Lessee shall have a valid and continuing lien upon the
demised premises in order to secure such payment, which lien may be foreclosed
and enforced under any applicable law or procedure of the State of South Carolina.

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