

SUBLEASE AND ASSUMPTION OF OBLIGATIONS

THIS SUBLEASE AND ASSUMPTION OF OBLIGATIONS (hereinafter referred to as the "Sublease"), made the 7th day of March, 1980, by and between BANKERS TRUST OF SOUTH CAROLINA, a South Carolina corporation (hereinafter referred to as "Sublessor") and BTP CAPITAL CORP., a Texas corporation (hereinafter referred to as "Sublessee").

WITNESSETH:

WHEREAS, The Peoples National Bank of Greenville, South Carolina ("PNB"), entered into that certain Lease Agreement dated September 21, 1970, by and among Bill B. Bozeman, et. al., lessors, and PNB, lessee, a memorandum of the Lease Agreement being recorded in Volume 900, Page 509 of the Deed Records of Greenville County, South Carolina, and which Lease Agreement is attached hereto as Exhibit "A" and which is incorporated herein by reference for all purposes (hereinafter referred to as the "Lease"); and,

WHEREAS, PNB merged into Sublessor and Sublessor thereby succeeded to PNB's interest as lessee under the Lease; and,

WHEREAS, the Lease permits lessee thereunder to sub-let the premises covered by the Lease without being required to obtain the consent of the lessors thereunder to such sub-letting; and,

WHEREAS, Sublessor desires to sublet, and Sublessee desires to sublease the premises covered by the Lease in their entirety.

NOW, THEREFORE, in consideration of the sum of TEN AND NO/100THS DOLLARS (\$10.00) in hand paid by Sublessee to Sublessor, the receipt and sufficiency of which are hereby acknowledged, and of other good and valuable consideration, the parties hereto hereby covenant and agree as follows:

1. Sublessor does hereby sublet to Sublessee, as of the date hereof, for the unexpired term set forth in the Lease, the premises described in Exhibit B attached hereto and incorporated herein for all purposes, it being the intent of the parties that