

to the Small Parcel Lease aforementioned, a Memorandum of said Sublease being recorded in the R.M.C. Office for Greenville County in Deed Book 1105 at Page 160; and

WHEREAS, said Large Parcel Lease, as amended and said Small Parcel Lease were assigned by Tritor Greenville, Inc. to College Properties, Inc. by Assignment of Lease (hereinafter referred to as "College Assignment"), dated January 4, 1982, and recorded in the R.M.C. Office for Greenville County in Deed Book 1161 at Page 45; and

WHEREAS, College Properties, Inc., as Sublessor, and The Palmetto Bank, as Sublessee, did enter into a certain Sublease (hereinafter referred to as "Palmetto Sublease"), dated September 3, 1982, as amended by Amendment to Sublease to Palmetto Bank, dated September 17, 1982;

NOW, THEREFORE, in consideration of One Hundred Thousand and No/100 (\$100,000.00) Dollars, paid to Assignor by Assignee on the date of closing and a Three Hundred Thousand (\$300,000.00) Dollar Note secured by a Mortgage dated of even date herewith and given by Assignee to Assignor, Assignor does hereby assign, transfer and set over unto Assignee, its successors and assigns, all its rights, title and interest in the leasehold estates created by the College Assignment of the Large Parcel Lease, as amended and the Small Parcel Lease and all its right, title and interest as Sublessor in the Palmetto Sublease, as amended.

1. Assignee, its successors and assigns, hereby agrees to pay to Lessor under the Large Parcel Lease, as amended the rent required by within the Lease on the days and in the manner therein provided, and to perform and observe all of the covenants, conditions and stipulations therein contained on the Lessee's part to be performed.

(CONTINUED ON NEXT PAGE)