

and shall thereby specifically assume all of the obligations of the Bank under the Indenture.

### 13. Termination

If:

(a) The number of shares of capital stock of Bank voted against the merger, or in respect of which written notice is given purporting to dissent from the merger, shall make consummation of the merger unwise in the opinion of either the board of directors of the Bank or the board of directors of New Bank; or

(b) Any action, suit, proceeding or claim has been instituted, made, or threatened relating to the proposed merger shall make consummation of the merger inadvisable in the opinion of either the board of directors of the Bank or the board of directors of New Bank; or

(c) Any action, consent or approval, governmental or otherwise, which is, or in the opinion of counsel for Bank may be, necessary to permit or enable New Bank, upon and after the merger, to conduct all or any part of the business and activities conducted by Bank up to the time of the merger, in the manner in which such activities and business are then conducted, shall not have been obtained; or

(d) Rulings from the Internal Revenue Service satisfactory in form and substance to Bank and counsel for Bank with respect to tax consequences of the merger and transactions referred to herein shall not have been obtained or shall not have remained in effect; or

(e) For any other reason consummation of the merger is inadvisable in the opinion of the Board of Directors of Bank or New Bank, then this Agreement may be terminated at any time before the merger becomes effective by written notice by one of the Constituent Banks to the other, authorized or approved by resolution adopted by the Board of Directors of the bank giving such notice. Upon termination by written notice as provided in this Section 13, this Agreement shall be void and of no further effect, and there shall be no liability by reason of this Agreement or the termination thereof on the part of Bank, New Bank, the Corporation, or the directors, officers, employees, agents, or shareholders, counsel to the banks, or any of them.

### 14. Documents of Conveyance

On Closing Date, Bank, Main Street Bank and the Corporation will execute and deliver Articles of Merger to be then promptly delivered to the Secretary of State of South Carolina for filing, the Articles to be in such form as shall be satisfactory to counsel for Bank, Main Street Bank and the Corporation.

### 15. Closing

The closing of this Agreement shall occur on the tenth business day (or such earlier date as the parties may agree) after (i) the conclusion of any

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