

before or after the execution of the Agreement, including, without being limited to: all currency and cash held by Grantor on the date hereof, all receivables due from other banks, including cash and cash items in the process of collection; all securities issued by the United States Treasury or other United States government agencies or corporations or by a state or political subdivision thereof and held by Grantor at closing; all securities deposited by Grantor as security for deposits pursuant to Act No. 438 of the Acts of the South Carolina General Assembly for the year 1967 and securities pledged to secure other deposits; all loans to political subdivisions of the State of South Carolina; all commercial loans, term loans, real estate loans, credit card loans, installment loans, including loans charged off by Grantor prior to closing and participations in loans, all overdrafts and all instruments evidencing and/or securing the payment of the aforesaid loans; all real property, including all improvements and fixtures thereon; all automobiles, furniture and other tangible personal property, including computer programs, leasehold improvements, interests of Grantor as lessee or lessor in any leases of real estate or personalty, all accounts receivable, mortgage loan commitment fees, contracts, contract rights, refunds, including refunds from contracts of insurance, miscellaneous prepaid expenses, prepaid expenses for FDIC assessment, claims of any and all kinds whether in contract or in tort (including any and all claims under policies of insurance or bonds) all books, records (except stock books and stockholder records), papers, documents, including all information recorded or stored upon any or all mediums, including but not limited to microfilm and magnetic tape, etc.; provided, however, that specifically excluded from any transfer to the Grantee is any right or claim of Grantor to Federal Income tax refunds for the year 1976 and prior years; also, to the extent permitted by law and subject to the interests or rights of any beneficial owner, (i) all assets held by Grantor as fiduciary or as co-fiduciary, whether such fiduciary or co-fiduciary status was created by court order, by contract, or by testamentary appointment, and (ii) all fiduciary or co-fiduciary offices so held, or as to which Grantor is named or appointed, together with all powers, rights and authorities permitted and/or required of such offices.

Notwithstanding any provision contained herein to the contrary, Grantee (i) shall have no liability or successor fiduciary liability of any kind whatsoever for any act or omission of Grantor in connection with any matter as to which Grantor has acted as a fiduciary, regardless of how

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