

upon or sold under execution or other legal process, or in the event the bank to be operated on the premises is closed, or is taken over by the Commissioner of Banking of the State of South Carolina, or other bank supervisory authority, the Lessor may terminate the Lease only with the concurrence of said Commissioner of Banking or other supervisory authority, and any such authority shall in any event have the election to either continue or terminate the Lease, provided, that in the event this Lease is terminated, the maximum claim of Lessor for damages or indemnity for injury resulting from the rejection or abandonment of the unexpired Lease shall in no event be in an amount exceeding the rent reserved by the Lease, without acceleration, for the year next succeeding the date of the surrender of the premises to the landlord, or the date of re-entry of the landlord, whichever first occurs, whether before or after the closing of the bank, plus an amount equal to the unpaid rent accrued, without acceleration, up to such date.

(b) Upon Lessee's failure to pay an installment of rent when due or if the Lessee shall fail to observe and perform any of the other conditions, agreements, or provision of this Lease, it shall be lawful thereupon, after Lessor shall have notified the Lessee, the Commissioner of the State of South Carolina, the Director of FDIC Division of Bank Supervision, or the respective successors of either, in writing, of such failure on the part of the Lessee, and the Lessee, Commissioner of Banking of the State of South Carolina, the Director of the FDIC Division of Bank Supervision, or the respective successor of either, shall not have rectified such failure within one hundred and twenty (120) days after giving of such notice to it, for Lessor to re-enter and repossess said premises, to remove all persons therefrom and to take exclusive possession of and remove all property therefrom, and all rights of Lessee as a tenant shall immediately cease and terminate. The failure on the part of the Lessor to re-enter or repossess the premises, or to exercise any of its rights hereunder upon any default, shall not be deemed a waiver of any of the terms and conditions of this Lease, and shall not preclude said Lessor from the

4328 RV-2