

EXHIBIT "A"

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AGREEMENT AND PLAN OF MERGER

This Agreement and Plan of Merger (the "Agreement") made and entered into by and between First-Citizens Bank and Trust Company of South Carolina, a South Carolina banking corporation (the "Bank"), and Main Street Bank, a South Carolina banking corporation (the "New Bank"), both of which banks are sometimes hereinafter called the "Constituent Banks", and joined in by First Citizens Bancorporation of South Carolina, Inc. (the "Corporation"),

W I T N E S S E T H :

WHEREAS, the Corporation is the owner of all the outstanding shares of stock of New Bank and desires to acquire Bank as a wholly-owned subsidiary through its merger into New Bank; and

WHEREAS, the boards of directors of Bank and New Bank have determined that such merger would be in the best interests of their respective shareholders and the customers and communities served by Bank (New Bank not yet being actively engaged in banking);

NOW, THEREFORE, Bank and New Bank hereby agree as follows:

1. Merger

On the Effective Date hereinafter defined Bank shall be merged into New Bank, which shall be the surviving corporation (sometimes hereinafter referred to as the "Continuing Bank") and New Bank shall by means of Articles of Merger to be executed in connection with this Agreement amend its Articles of Incorporation so as to change its name to "First-Citizens Bank and Trust Company of South Carolina".

2. Principal Place of Business

The principal place of business and main banking office of Continuing Bank shall be located at 1230 Main Street, Columbia, South Carolina.

3. Transfer of Assets

Upon completion of the merger, New Bank as the Continuing Bank, shall own and possess all of the rights, privileges, immunities and franchises, as well of a public as a private nature, heretofore owned and possessed by Bank or by New Bank, and all the property, real, personal and mixed, including but not limited to all coin, currency, stock, bonds, notes and debts due on whatever account and all of the choices in action and all and every other interest of or belonging to or due to Bank shall be taken and deemed to be transferred to and vested in New Bank without further action or deed; and New Bank shall thenceforth be responsible and liable for all the liabilities and obligations of each of the Constituent Banks; and any claim existing or action or proceeding pending by or against Bank may be prosecuted as if such merger had not taken place, or New Bank may be substituted in place of Bank and any judgment rendered against Bank may be enforced against New Bank as the Continuing Bank. Neither the rights of creditors nor any liens upon the property of Bank shall be impaired by the merger.

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