

waiting period required by applicable law following the approval of regulatory authorities, and (ii) fulfillment of all conditions precedent (not waived in writing by the party for whose benefit the condition is intended), such day being herein referred to as the "Closing Date".

16. Allocation of Expenses

Bank shall pay all expenses of all parties to this Agreement incurred in connection with this Agreement. Expenses will include, without being limited to, attorney's fees.

17. Miscellaneous

(a) No Other Agreements. This Agreement contains the entire understanding between the parties hereto with respect to the transactions contemplated hereby.

(b) Parties in Interest. Nothing herein expressed or implied is intended or shall be construed to confer upon or give any person, firm or corporation, other than the Constituent Banks, any rights or remedies under or by reason hereof. This Agreement, however, shall inure to the benefit of the Constituent Banks and their respective successors and assigns.

(c) Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.

(d) Governing Law. This Agreement is made in the State of South Carolina and shall be construed and enforced in accordance with the laws of the State of South Carolina.

(e) Superseding Effect. This Agreement supersedes and terminates any prior agreement between the Constituent Banks.

IN WITNESS WHEREOF, the Constituent Banks have caused this Agreement to be executed.

FIRST-CITIZENS BANK AND TRUST
COMPANY OF SOUTH CAROLINA
(Seal)

Executed by First-Citizens
Bank and Trust Company of
South Carolina as of
October 8, 1982

By: R. W. Gaswell
Its Executive Vice President

By: Marie M. Savage
Its Secretary

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