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February 18, 1998

VIA FEDERAL EXPRESS

REPLY TO: Mobile Office

Ms. Susan Payne
Florida Department of State
Division of Corporations
409 East Gaines Street
Tallahassee, Florida 32399

Re: Articles of Merger of United American Bank of Central Florida, Orlando,
Florida, and Colonial Bank, Montgomery, Alabama

Dear Ms. Payne:

Enclosed please find the original and one copy of the Articles of Merger for the above-referenced transaction. A check in the amount of \$122.50 payable to the Florida Department of State is enclosed with the Articles to cover the filing fees and the certification of the aforementioned copy.

As you will notice in the Articles, the effective time of the merger is specified as 8:00 p.m., Central Standard Time, on the date these Articles are filed with your office. My objective is for the Articles to be filed on Thursday, February 19, 1998. However, I would appreciate your awaiting my call on Thursday prior to filing these Articles.

If you have any questions concerning the foregoing, please do not hesitate to call me.

Very truly yours,

Eric J. Dyas
FOR THE FIRM

merger

Sf 2/19/98

corapner

EJD/hmh

Enclosures

ARTICLES OF MERGER
Merger Sheet

MERGING:

UNITED AMERICAN BANK OF CENTRAL FLORIDA, a FL corp., #K39957

INTO

COLONIAL BANK, an Alabama corporation, F97000003442

File date: February 19, 1998

Corporate Specialist: Susan Payne

ARTICLES OF MERGER

OF

**UNITED AMERICAN BANK OF CENTRAL FLORIDA
ORLANDO, FLORIDA**

AND

**COLONIAL BANK
MONTGOMERY, ALABAMA**

FILED
SECRETARY OF STATE
DIVISION OF CORPORATIONS

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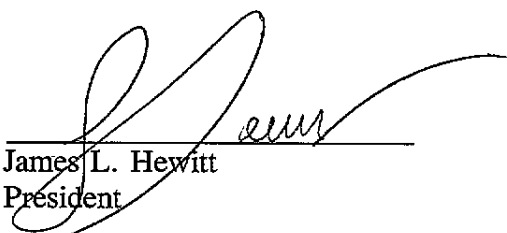
EFFECTIVE DATE
2/19/98 8:00 p.m.

The undersigned corporations, UNITED AMERICAN BANK OF CENTRAL FLORIDA, ORLANDO, FLORIDA, and COLONIAL BANK, MONTGOMERY, ALABAMA, file these Articles of Merger and certify that:

1. United American Bank of Central Florida, Orlando, Florida ("Bank"), a Florida banking corporation, is hereby merged with and into Colonial Bank, Montgomery, Alabama ("Colonial"), an Alabama banking corporation, pursuant to an Agreement of Merger dated as of December 29, 1997 (the "Agreement"), a copy of which is attached as Exhibit A, and in accordance with the provisions of the Alabama and Florida Business Corporation Acts and the Alabama and Florida Banking Codes.
2. The surviving corporation is Colonial, an Alabama banking corporation.
3. The merger shall be effective at 8:00 p.m., Central Standard Time, on the date these Articles are filed with the Florida Department of State.
4. The Agreement was approved by the Board of Directors of Colonial on September 22, 1997, and was approved by the sole shareholder of Colonial, The Colonial BancGroup, Inc., Montgomery, Alabama, on January 8, 1998.
5. The Agreement was approved by the Board of Directors of Bank on December 22, 1997, and was approved by the sole shareholder of Bank, United American Holding Corp., on December 22, 1997.

Dated: February 9, 1998

**UNITED AMERICAN BANK OF CENTRAL FLORIDA,
ORLANDO, FLORIDA**

By: 
James L. Hewitt
President

**COLONIAL BANK,
MONTGOMERY, ALABAMA**

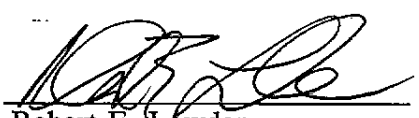
By: 
Robert E. Lowder
President

EXHIBIT A

AGREEMENT OF MERGER

between

**UNITED AMERICAN BANK OF CENTRAL FLORIDA
ORLANDO, FLORIDA**

and

**COLONIAL BANK
MONTGOMERY, ALABAMA**

This Agreement of Merger is dated as of the 29th day of December, 1997, between **UNITED AMERICAN BANK OF CENTRAL FLORIDA** ("Bank"), a Florida state bank and wholly-owned subsidiary of **UNITED AMERICAN HOLDING CORPORATION** ("United"), a Florida corporation with its principal place of business in Orlando, Florida, and **COLONIAL BANK** ("Colonial"), an Alabama state bank and wholly-owned subsidiary of **THE COLONIAL BANCGROUP, INC.** ("BancGroup"), a Delaware corporation with its principal place of business in Montgomery, Alabama, and provides for the merger ("Merger") of Bank with and into Colonial.

WHEREAS, BancGroup and United have entered into an agreement dated as of September 8, 1997 ("Merger Agreement"), pursuant to which United will be merged with and into BancGroup; and

WHEREAS, the Merger Agreement contemplates the merger of Bank with and into Colonial; and

WHEREAS, the boards of directors of Bank and Colonial have approved this Agreement of Merger ("Agreement") and have authorized the execution hereof;

IT IS THEREFORE AGREED, as follows:

1. **NAME.** The name of the bank resulting from the Merger shall be "Colonial Bank."

2. **MERGER--TERMS AND CONDITIONS.** The terms and conditions of the Merger are:

(a) **Applicable Law.** On the Effective Date, as defined in Section 5(h) hereof, Bank shall be merged with and into Colonial (herein referred to as the "Resulting Bank" whenever reference is made to it as of the time of merger or thereafter). The Merger shall be undertaken pursuant to the provisions of and with the effect provided in the Alabama Banking Code. The offices and facilities of Bank and of Colonial shall become the offices and facilities of the Resulting Bank.

(b) **Corporate Existence.** On the Effective Date, the corporate existence of Bank and of Colonial shall, as provided in the Alabama Banking Code, be merged into and continued in the Resulting Bank, and the Resulting Bank shall be deemed to be the same corporation as Bank and Colonial. All rights, franchises and interests of Bank and Colonial, respectively, in and to every type of property (real, personal and mixed) and choses in action shall be transferred to and vested in the Resulting Bank by virtue of the Merger without any deed or other transfer. The Resulting Bank, on the Effective Date, and without any order or other action on the part of any court or otherwise, shall hold and enjoy all rights of property,

franchises and interests, including appointments, designations and nominations and all other rights and interests as trustee, executor, administrator, transfer agent and registrar of stocks and bonds, guardian of estates, assignee, and receiver and in every other fiduciary capacity and in every agency, and capacity, in the same manner and to the same extent as such rights, franchises and interests were held or enjoyed by Bank and Colonial, respectively, on the Effective Date.

(c) Liabilities. Except as may be otherwise provided for herein, the Resulting Bank on the Effective Date shall be liable for all liabilities of Bank and of Colonial and all deposits, debts, liabilities, obligations and contracts of Bank and of Colonial, respectively, matured and unmatured, whether accrued, absolute, contingent or otherwise, and whether or not reflected or reserved against on balance sheets, books of account or records of Bank or of Colonial, and such liabilities shall be those of the Resulting Bank and shall not be released or impaired by the Merger; and all rights of creditors and other obligees and all liens on property of either Bank or Colonial shall be preserved unimpaired.

3. CONVERSION OF SHARES.

(a) Conversion of Bank Stock. On the Effective Date, each share of Bank common stock outstanding (all of which is held by United) shall be canceled.

(b) Colonial Stock. The shares of common stock of Colonial issued and outstanding immediately before the Effective Date (all of which are held by BancGroup) shall continue to be issued and outstanding shares of the Resulting Bank.

4. ARTICLES OF INCORPORATION AND BYLAWS. On the Effective Date, the articles of incorporation and bylaws of the Resulting Bank shall be the articles of incorporation and bylaws of Colonial as they exist immediately before the Effective Date.

5. ADDITIONAL TERMS OF MERGER.

(a) Resulting Bank's Officers and Board. The board of directors and the officers of the Resulting Bank on the Effective Date shall consist of those persons serving in such capacities of Colonial immediately before the Effective Date.

(b) Shareholder Approval. This Agreement shall be submitted to the shareholder of Bank and the shareholder of Colonial as promptly as practicable consistent with the satisfaction of the conditions set forth in the Agreement.

(c) Conditions to the Obligations of Colonial and Bank. The consummation of this Agreement is conditioned on (i) the prior or simultaneous consummation of the merger of BancGroup and United as contemplated in the Merger Agreement, (ii) notification to or approval of all appropriate regulatory authorities and (iii) approval of the shareholders of Colonial and Bank.

(d) Termination. This Agreement may be terminated at any time prior to the Effective Date whether before or after action thereon by the shareholders of Bank and Colonial for any reason stated in Section 13.2 of the Merger Agreement and, in addition, by the mutual consent of the respective boards of directors of Bank and Colonial.

(e) Further Acts. If, at any time after the Effective Date, the Resulting Bank shall consider or be advised that any further assignments or assurances in law or any other acts are necessary or desirable (i) to vest, perfect, confirm or record, in the Resulting Bank, title to and possession of any property or right of Bank or Colonial, acquired as a result of the Merger, or (ii) otherwise to carry out the purposes of this Agreement, Bank or Colonial and its officers and directors shall execute and deliver all such proper deeds, assignments and assurances in law and do all acts necessary or proper to vest, perfect or confirm title to, and possession of, such property or rights in the Resulting Bank and otherwise to carry out the purposes of this Agreement; and the proper officers and directors of the Resulting Bank are fully authorized in the name of Bank or Colonial, or otherwise, to take any and all such action.


(f) Trust Powers. The Resulting Bank shall have trust powers.

(g) Counterparts. This Agreement may be executed in a number of identical counterparts, each of which for all purposes is deemed an original, and all of which shall constitute collectively one (1) agreement.

(h) Effective Date. Subject to the terms of all requirements of law and the conditions specified in this Agreement, the Merger shall become effective on the date specified in the Certificate of Merger to be issued by the Secretary of State of the State of Alabama (such time being herein called the "Effective Date").

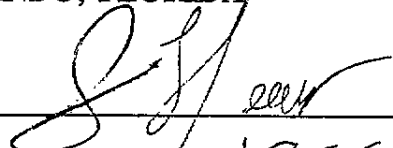
IN WITNESS WHEREOF, Bank and Colonial have caused this Agreement to be executed by their duly authorized officers and their corporate seals to be hereunto affixed.

ATTEST:


BY: 
ITS: SECRETARY

[SEAL]

UNITED AMERICAN BANK
OF CENTRAL FLORIDA,
ORLANDO, FLORIDA


BY: 
ITS: CHAIRMAN & CEO

ATTEST:

BY: 
ITS: CFO - Sec.

[SEAL]

COLONIAL BANK,
MONTGOMERY, ALABAMA

BY: 
ITS: Chairman, President & CEO