

F97000003442

MILLER, HAMILTON, SNIDER & ODOM, L.L.C.

ATTORNEYS AND COUNSELLORS AT LAW

254 STATE STREET

MOBILE, ALABAMA 36603

POST OFFICE BOX 46

MOBILE, ALABAMA 36601

(334) 432-1414

TELECOPIER (334) 433-4106

PALMER C. HAMILTON
JOHN C.H. MILLER, JR.
RONALD A. SNIDER
GEORGE A. LEMAISTRE, JR.
LESTER M. BRIDGEMAN
CHRISTOPHER G. HUME, III
RICHARD A. WRIGHT
MATTHEW C. McDONALD
JOSEPH R. SULLIVAN
A. CARSON I. NICOLSON
JAMES REBARCHAK

CHRISTOPHER KERN
GREGORY C. BUFFALOW†
WILLARD H. HENSON†
MICHAEL M. SHIPPER
JEAN M. POWERS
THOMAS J. WOODFORD
ERIC J. DYAS
KENNETH A. WATSON
HUGH C. NICKSON, III
DAVID F. WALKER
W. MARK ANDERSON, IV

WASHINGTON, D.C. OFFICE

SUITE 200

1925 K STREET, N.W.

WASHINGTON, D.C. 20006

(202) 429-9223

TELECOPIER (202) 331-0388

MONTGOMERY, ALABAMA OFFICE

SUITE 305

ONE COMMERCE STREET

MONTGOMERY, ALABAMA 36104

POST OFFICE BOX 19

MONTGOMERY, ALABAMA 36101-0019

(334) 834-5550

TELECOPIER (334) 265-4533

October 5, 1998

OF COUNSEL:
LEWIS G. ODOM, JR.

† ADMITTED ONLY IN LOUISIANA

REPLY TO: Mobile Office

VIA FEDERAL EXPRESS

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

000002656830--3

-10/06/98--01002--015

****122.50 *****78.75

Re: Articles of Merger of Prime Bank of Central Florida, Titusville, 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., Eastern Daylight Time, on October 6, 1998. My objective is for the Articles to be filed on Tuesday, October 6, 1998. Therefore, I would appreciate your filing these Articles before the end of the day on Tuesday, October 6.

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

Very truly yours,

Eric J. Dyas

FOR THE FIRM

EJD/hmh

Enclosures

FILED
SECRETARY OF STATE
DIVISION OF CORPORATIONS
98 OCT -6 PM 2:33

merger
sp 10/6/98

ARTICLES OF MERGER
Merger Sheet

MERGING:

PRIME BANK OF CENTRAL FLORIDA, a FL corp., #S56524

INTO

COLONIAL BANK, an Alabama corporation, F97000003442

File date: October 6, 1998

Corporate Specialist: Susan Payne

ARTICLES OF MERGER

OF

**PRIME BANK OF CENTRAL FLORIDA
TITUSVILLE, FLORIDA**

AND

**COLONIAL BANK
MONTGOMERY, ALABAMA**

FILED
SECRETARY OF STATE
DIVISION OF CORPORATIONS

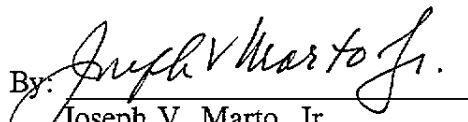
98 OCT -6 PM 2:33

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

1. Prime Bank of Central Florida, Titusville, Florida ("Prime"), a Florida banking corporation, is hereby merged with and into Colonial Bank, Montgomery, Alabama ("Colonial"), an Alabama banking corporation, pursuant to an Agreement and Plan of Merger dated as of May 21, 1998 (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., Eastern Daylight Time, on October 6, 1998.
4. The Agreement was approved by the Board of Directors of Colonial on May 28, 1998, and was approved by the sole shareholder of Colonial, The Colonial BancGroup, Inc., Montgomery, Alabama, on September 21, 1998.
5. The Agreement was approved by the Board of Directors of Prime on May 21, 1998, and was approved by the shareholders of Prime on September 10, 1998.

Dated: September 23, 1998

**PRIME BANK OF CENTRAL FLORIDA,
TITUSVILLE, FLORIDA**

By: 
Joseph V. Marto, Jr.
President

**COLONIAL BANK,
MONTGOMERY, ALABAMA**


By: 
P. L. McLeod, Jr.
President

EXHIBIT A

AGREEMENT AND PLAN OF MERGER

by and between

THE COLONIAL BANCGROUP, INC.,

COLONIAL BANK

and

PRIME BANK OF CENTRAL FLORIDA

dated as of

May 21, 1998

TABLE OF CONTENTS

<u>Caption</u>	<u>Page</u>
ARTICLE 1 — NAME	
1.1 Name	1
ARTICLE 2 — MERGER — TERMS AND CONDITIONS	
2.1 Applicable Law	1
2.2 Corporate Existence	2
2.3 Articles of Incorporation and Bylaws	2
2.4 Resulting Corporation's Officers and Board	2
2.5 Shareholder Approval	2
2.6 Further Acts	2
2.7 Effective Date and Closing	2
ARTICLE 3 — CONVERSION OF ACQUIRED BANK STOCK	
3.1 Conversion of Acquired Bank Stock	3
3.2 Surrender of Acquired Bank Stock	4
3.3 Fractional Shares	4
3.4 Adjustments	4
3.5 BancGroup Stock	5
3.6 Dissenting Rights	5
ARTICLE 4 — REPRESENTATIONS, WARRANTIES AND COVENANTS OF BANCGROUP	
4.1 Organization	5
4.2 Capital Stock	5
4.3 Financial Statements; Taxes	6
4.4 No Conflict with Other Instrument	7
4.5 Absence of Material Adverse Change	7
4.6 Approval of Agreements	7
4.7 Tax Treatment	7
4.8 Title and Related Matters	7
4.9 Subsidiaries	8
4.10 Contracts	8
4.11 Litigation	8
4.12 Compliance	9
4.13 Registration Statement	9

4.14	SEC Filings	9
4.15	Form S-4	10
4.16	Brokers	10
4.17	Government Authorization	10
4.18	Absence of Regulatory Communications	10
4.19	Disclosure	10

ARTICLE 5 — REPRESENTATIONS, WARRANTIES AND COVENANTS OF ACQUIRED BANK

5.1	Organization	10
5.2	Capital Stock	10
5.3	Subsidiaries	11
5.4	Financial Statements; Taxes	11
5.5	Absence of Certain Changes or Events	12
5.6	Title and Related Matters	14
5.7	Commitments	14
5.8	Charter and Bylaws	15
5.9	Litigation	15
5.10	Material Contract Defaults	15
5.11	No Conflict with Other Instrument	15
5.12	Governmental Authorization	16
5.13	Absence of Regulatory Communications	16
5.14	Absence of Material Adverse Change	16
5.15	Insurance	16
5.16	Pension and Employee Benefit Plans	16
5.17	Buy-Sell Agreement	17
5.18	Brokers	17
5.19	Approval of Agreements	17
5.20	Disclosure	17
5.21	Registration Statement	17
5.22	Loans; Adequacy of Allowance for Loan Losses	18
5.23	Environmental Matters	18
5.24	Transfer of Shares	18
5.25	Collective Bargaining	19
5.26	Labor Disputes	19
5.27	Derivative Contracts	19
5.28	Non-Terminable Contracts or Severance Agreements	19

ARTICLE 6 — ADDITIONAL COVENANTS

6.1	Additional Covenants of BancGroup	19
6.2	Additional Covenants of Acquired Bank	23

ARTICLE 7 — MUTUAL COVENANTS AND AGREEMENTS

7.1	Best Efforts; Cooperation	25
7.2	Press Release	26
7.3	Mutual Disclosure	26
7.4	Access to Properties and Records	26
7.5	Notice of Adverse Changes	26

ARTICLE 8 — CONDITIONS TO OBLIGATIONS OF ALL PARTIES

8.1	Approval by Shareholders	27
8.2	Regulatory Authority Approval	27
8.3	Litigation	27
8.4	Registration Statement	27
8.5	Tax Opinion	27

ARTICLE 9 — CONDITIONS TO OBLIGATIONS OF ACQUIRED BANK

9.1	Representations, Warranties and Covenants	28
9.2	Adverse Changes	28
9.3	Closing Certificate	28
9.4	Opinion of Counsel	29
9.5	NYSE Listing	29
9.6	Other Matters	29
9.7	Material Events	29
9.8	Fairness Opinion	30

ARTICLE 10 — CONDITIONS TO OBLIGATIONS OF BANCGROUP

10.1	Representations, Warranties and Covenants	30
10.2	Adverse Changes	30
10.3	Closing Certificate	30
10.4	Opinion of Counsel	31
10.5	Controlling Shareholders	31
10.6	Other Matters	31
10.7	Dissenters	31
10.8	Material Events	32
10.9	Pooling of Interests	32
10.10	Employment Agreements	32
10.11	Non-Competition Agreements	32

ARTICLE 11 — TERMINATION OF REPRESENTATIONS AND WARRANTIES	32
ARTICLE 12 — NOTICES	33
ARTICLE 13 — AMENDMENT OR TERMINATION	
13.1 Amendment	33
13.2 Termination	33
13.3 Damages	34
13.4 Acquisition Proposal; Termination and Fee	34
ARTICLE 14 — DEFINITIONS	34
ARTICLE 15 — MISCELLANEOUS	
15.1 Expenses	41
15.2 Benefit	41
15.3 Governing Law	41
15.4 Counterparts	41
15.5 Headings	41
15.6 Severability	41
15.7 Construction	41
15.8 Return of Information	41
15.9 Equitable Remedies	42
15.10 Attorneys' Fees	42
15.11 No Waiver	42
15.12 Remedies Cumulative	42
15.13 Entire Contract	42

AGREEMENT AND PLAN OF MERGER

THIS AGREEMENT AND PLAN OF MERGER is made and entered into as of this the 21st day of May 1998, by and between **PRIME BANK OF CENTRAL FLORIDA** ("Acquired Bank"), a Florida state bank, **COLONIAL BANK** ("Colonial Bank"), an Alabama banking corporation and **THE COLONIAL BANCGROUP, INC.** ("BancGroup"), a Delaware corporation.

WITNESSETH

WHEREAS, Acquired Bank operates as a Florida state bank with its principal office in Titusville, Florida; and

WHEREAS, BancGroup is a bank holding company with a Subsidiary bank, Colonial Bank, that conducts business in Alabama, Florida, Georgia and Tennessee; and

WHEREAS, Acquired Bank wishes to merge with Colonial Bank as of the Effective Date; and

WHEREAS, it is the intention of BancGroup, Colonial Bank and Acquired Bank that such Merger shall qualify for federal income tax purposes as a "reorganization" within the meaning of section 368(a) of the Code, as defined herein;

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the Parties hereto agree as follows:

ARTICLE 1 NAME

1.1 Name. The name of the corporation resulting from the Merger shall be "Colonial Bank."

ARTICLE 2 MERGER — TERMS AND CONDITIONS

2.1 Applicable Law. On the Effective Date, Acquired Bank shall be merged with and into Colonial Bank (herein referred to as the "Resulting Corporation" 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 ABCA and, to the extent applicable, the FBC. The offices and facilities of Acquired Bank and of Colonial Bank shall become the offices and facilities of the Resulting Corporation.

2.2 Corporate Existence. On the Effective Date, the corporate existence of Acquired Bank and of Colonial Bank shall, as provided in the ABCA and the FBC, as applicable, be merged into and continued in the Resulting Corporation, and the Resulting Corporation shall be deemed to be the same corporation as Acquired Bank and Colonial Bank. All rights, franchises and interests of Acquired Bank and Colonial Bank, 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 Corporation by virtue of the Merger without any deed or other transfer. The Resulting Corporation 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 Acquired Bank and Colonial Bank, respectively, on the Effective Date.

2.3 Articles of Incorporation and Bylaws. On the Effective Date, the certificate of incorporation and bylaws of the Resulting Corporation shall be the articles of incorporation and bylaws of Colonial Bank as they exist immediately before the Effective Date.

2.4 Resulting Corporation's Officers and Board. The board of directors and the officers of the Resulting Corporation on the Effective Date shall consist of those persons serving in such capacities of Colonial Bank as of the Effective Date.

2.5 Shareholder Approval. This Agreement shall be submitted to the shareholders of Acquired Bank at the Shareholders Meeting to be held as promptly as practicable consistent with the satisfaction of the conditions set forth in this Agreement. Upon approval by the requisite vote of the shareholders of Acquired Bank as required by applicable Law, the Merger shall become effective as soon as practicable thereafter in the manner provided in section 2.7 hereof.

2.6 Further Acts. If, at any time after the Effective Date, the Resulting Corporation 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 Corporation, title to and possession of any property or right of Acquired Bank or Colonial Bank, acquired as a result of the Merger, or (ii) otherwise to carry out the purposes of this Agreement, Colonial Bank 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 Corporation and otherwise to carry out the purposes of this Agreement; and the proper officers and directors of the Resulting Corporation are fully authorized in the name of Acquired Bank or Colonial Bank, or otherwise, to take any and all such action.

2.7 Effective Date and Closing. 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 Articles of Merger to be issued by the appropriate authority under the ABCA or the FBC, as

applicable (such time being herein called the "Effective Date"). Assuming all other conditions to the Closing have been or will be satisfied as of the Closing, the Closing shall take place at the offices of BancGroup, in Montgomery, Alabama, at 11:00 a.m. on a date specified by BancGroup that shall be as soon as reasonably practicable after the later to occur of the Shareholders Meeting or all required regulatory approvals under Section 8.2, or at such other place and time that the Parties may mutually agree.

ARTICLE 3

CONVERSION OF ACQUIRED BANK STOCK

3.1 Conversion of Acquired Bank Stock

(a) On the Effective Date, each share of common stock of Acquired Bank outstanding and held by Acquired Bank's shareholders (the "Acquired Bank Stock"), shall be converted by operation of law and without any action by any holder thereof (subject to section 3.3 hereof), into such number of shares of BancGroup Common Stock (the "Merger Consideration") equal to \$41.44 divided by the Market Value (the "Exchange Ratio"). The "Market Value" shall represent the per share market value of the BancGroup Common Stock at the Effective Date and shall be determined by calculating the average of the closing prices of the Common Stock of BancGroup as reported by the NYSE on each of the ten (10) consecutive trading days ending on the trading day five trading days preceding the Effective Date. Regardless of the Market Value, however, the maximum number of shares of BancGroup Common Stock to be issued in the Merger shall be 586,560 (based upon a minimum Market Value of \$28.26) and the minimum number of shares of BancGroup Common Stock to be issued in the Merger shall be 433,480 (based upon a maximum Market Value of \$38.24) assuming 400,000 shares of Acquired Bank Stock outstanding. To the extent that the number of shares of Acquired Bank Stock may increase based upon the exercise of Acquired Bank Options, the number of shares of BancGroup Common Stock to be issued in the Merger shall be increased with each share of Acquired Bank stock outstanding at the Effective Date exchanged for shares of BancGroup Common Stock equal to \$41.44 divided by the Market Value, provided that for this purpose the Market Value shall be deemed to be no less than \$28.26 and no greater than \$38.24.

(b)(i) On the Effective Date, BancGroup shall assume all Acquired Bank Options outstanding, and each such option shall cease to represent a right to acquire Acquired Bank common stock and shall, instead, represent the right to acquire BancGroup Common Stock on substantially the same terms applicable to the Acquired Bank Options except as specified below in this section. The number of shares of BancGroup Common Stock to be issued pursuant to such options shall equal the number of shares of Acquired Bank common stock subject to such Acquired Bank Options multiplied by the Exchange Ratio, provided that no fractions of shares of BancGroup Common Stock shall be issued and the number of shares of BancGroup Common Stock to be issued upon the exercise of Acquired Bank Options, if a fractional share exists, shall equal the number of whole shares obtained by rounding to the nearest whole number, giving account to such fraction, or by paying for such fraction in cash, based upon the Market Value. The exercise price for the acquisition of BancGroup Common Stock shall be the exercise price for each share of Acquired Bank common

stock subject to such options divided by the Exchange Ratio, adjusted appropriately for any rounding to whole shares that may be done. It is intended that the assumption by BancGroup of the Acquired Bank Options shall be undertaken in a manner that will not constitute a "modification" as defined in Section 424 of the Code as to any stock option which is an "incentive stock option." Schedule 3.1 hereto sets forth the names of all persons holding Acquired Bank Options, the number of shares of Acquired Bank common stock subject to such options, the exercise price and the expiration date of such options.

(ii) BancGroup shall file at its expense a registration statement with the SEC on Form S-8 or such other appropriate form (including the Form S-4 to be filed in connection with the Merger) with respect to the shares of BancGroup Common Stock to be issued pursuant to such options and shall use its reasonable best efforts to maintain the effectiveness of such registration statement for so long as such options remain outstanding. Such shares shall also be registered or qualified for sale under the securities laws of any state in which registration or qualification is necessary.

3.2 Surrender of Acquired Bank Stock. After the Effective Date, each holder of an outstanding certificate or certificates which prior thereto represented shares of Acquired Bank Stock who is entitled to receive BancGroup Common Stock shall be entitled, upon surrender to BancGroup of their certificate or certificates representing shares of Acquired Bank Stock (or an affidavit or affirmation by such holder of the loss, theft, or destruction of such certificate or certificates in such form as BancGroup may reasonably require and, if BancGroup reasonably requires, a bond of indemnity in form and amount, and issued by such sureties, as BancGroup may reasonably require), to receive in exchange therefor a certificate or certificates representing the number of whole shares of BancGroup Common Stock into and for which the shares of Acquired Bank Stock so surrendered shall have been converted, such certificates to be of such denominations and registered in such names as such holder may reasonably request. Until so surrendered and exchanged, each such outstanding certificate which, prior to the Effective Date, represented shares of Acquired Bank Stock and which is to be converted into BancGroup Common Stock shall for all purposes evidence ownership of the BancGroup Common Stock into and for which such shares shall have been so converted, except that no dividends or other distributions with respect to such BancGroup Common Stock shall be made until the certificates previously representing shares of Acquired Bank Stock shall have been properly tendered.

3.3 Fractional Shares. No fractional shares of BancGroup Common Stock shall be issued, and each holder of shares of Acquired Bank Stock having a fractional interest arising upon the conversion of such shares into shares of BancGroup Common Stock shall, at the time of surrender of the certificates previously representing Acquired Bank Stock, be paid by BancGroup an amount in cash equal to the Market Value of such fractional share.

3.4 Adjustments. In the event that prior to the Effective Date BancGroup Common Stock shall be changed into a different number of shares or a different class of shares by reason of any recapitalization or reclassification, stock dividend, combination, stock split, or reverse stock split of the BancGroup Common Stock, an appropriate and proportionate adjustment shall be made in the

number of shares of BancGroup Common Stock into which the Acquired Bank Stock shall be converted.

3.5 BancGroup Stock. The shares of Common Stock of BancGroup issued and outstanding immediately before the Effective Date shall continue to be issued and outstanding shares of BancGroup after the Effective Date.

3.6 Dissenting Rights. Any shareholder of Acquired Bank who shall not have voted in favor of this Agreement and who has complied with the applicable procedures set forth in the FBC, relating to rights of dissenting shareholders, shall be entitled to receive payment for the fair value of his Acquired Bank Stock. If after the Effective Date a dissenting shareholder of Acquired Bank fails to perfect, or effectively withdraws or loses, his right to appraisal and payment for his shares of Acquired Bank Stock, BancGroup shall issue and deliver the consideration to which such holder of shares of Acquired Bank Stock is entitled under Section 3.1 (without interest) upon surrender of such holder of the certificate or certificates representing shares of Acquired Bank Stock held by him. However, in accordance with the FBC, such consideration shall be paid in cash and not in BancGroup Common Stock.

ARTICLE 4

REPRESENTATIONS, WARRANTIES AND COVENANTS OF BANCGROUP

BancGroup represents, warrants and covenants to and with Acquired Bank as follows:

4.1 Organization. (a) BancGroup is a corporation duly organized, validly existing and in good standing under the Laws of the State of Delaware. BancGroup has the necessary corporate powers to carry on its business as presently conducted and is qualified to do business in every jurisdiction in which the character and location of the Assets owned by it or the nature of the business transacted by it requires qualification or in which the failure to qualify could, individually or in the aggregate, have a Material Adverse Effect.

(b) Colonial Bank is an Alabama state banking corporation duly organized, validly existing and in good standing under the Laws of the State of Alabama. Colonial Bank has the necessary corporate powers to carry on its business as presently conducted.

4.2 Capital Stock.

(a) The authorized capital stock of BancGroup consists of (A) 200,000,000 shares of Common Stock, \$2.50 par value per share, of which as of April 29, 1998, 48,189,312 shares were validly issued and outstanding, fully paid and nonassessable and are not subject to preemptive rights (not counting additional shares subject to issue pursuant to stock option and other plans and convertible debentures), and (B) 1,000,000 shares of Preference Stock, \$2.50 par value per share, none of which are issued and outstanding. The shares of BancGroup Common Stock to be issued in the Merger are duly authorized and, when so issued, will be validly issued and outstanding, fully

paid and nonassessable, will have been registered under the 1933 Act, and will have been registered or qualified under the securities laws of all jurisdictions in which such registration or qualification is required, based upon information provided by Acquired Bank.

(b) The authorized capital stock of each Subsidiary of BancGroup is validly issued and outstanding, fully paid and nonassessable, and each Subsidiary is wholly owned, directly or indirectly, by BancGroup.

4.3 Financial Statements; Taxes. (a) BancGroup has delivered to Acquired Bank copies of the following financial statements of BancGroup.

(i) Consolidated balance sheets as of December 31, 1996, and December 31, 1997;

(ii) Consolidated statements of operations for each of the three years ended December 31, 1995, 1996 and 1997;

(iii) Consolidated statements of cash flows for each of the three years ended December 31, 1995, 1996 and 1997; and

(iv) Consolidated statements of changes in shareholders' equity for the three years ended December 31, 1995, 1996 and 1997.

All such financial statements are in all material respects in accordance with the books and records of BancGroup and have been prepared in accordance with generally accepted accounting principles applied on a consistent basis throughout the periods indicated, all as more particularly set forth in the notes to such statements. Each of the consolidated balance sheets presents fairly as of its date the consolidated financial condition of BancGroup and its Subsidiaries. Except as and to the extent reflected or reserved against in such balance sheets (including the notes thereto), BancGroup did not have, as of the dates of such balance sheets, any material Liabilities or obligations (absolute or contingent) of a nature customarily reflected in a balance sheet or the notes thereto. The statements of consolidated income, shareholders' equity and changes in consolidated financial position present fairly the results of operations and changes in financial position of BancGroup and its Subsidiaries for the periods indicated.

(b) All Tax returns required to be filed by or on behalf of BancGroup have been timely filed (or requests for extensions therefor have been timely filed and granted and have not expired), and all returns filed are complete and accurate in all material respects. All Taxes shown on these returns to be due and all additional assessments received have been paid. The amounts recorded for Taxes on the balance sheets provided under section 4.3(a) are, to the Knowledge of BancGroup, sufficient in all material respects for the payment of all unpaid federal, state, county, local, foreign or other Taxes (including any interest or penalties) of BancGroup accrued for or applicable to the period ended on the dates thereof, and all years and periods prior thereto and for which BancGroup may at

such dates have been liable in its own right or as transferee of the Assets of, or as successor to, any other corporation or other party. No audit, examination or investigation is presently being conducted or, to the Knowledge of BancGroup, threatened by any taxing authority which is likely to result in a material Tax Liability, no material unpaid Tax deficiencies or additional liabilities of any sort have been proposed by any governmental representative and no agreements for extension of time for the assessment of any material amount of Tax have been entered into by or on behalf of BancGroup. BancGroup has withheld from its employees (and timely paid to the appropriate governmental entity) proper and accurate amounts for all periods in material compliance with all Tax withholding provisions of applicable federal, state, foreign and local Laws (including without limitation, income, social security and employment Tax withholding for all types of compensation).

4.4 No Conflict with Other Instrument. The consummation of the transactions contemplated by this Agreement will not result in a breach of or constitute a Default (without regard to the giving of notice or the passage of time) under any material Contract, indenture, mortgage, deed of trust or other material agreement or instrument to which BancGroup or any of its Subsidiaries is a party or by which they or their Assets may be bound; will not conflict with any provision of the restated certificate of incorporation or bylaws of BancGroup or the articles of incorporation or bylaws of any of its Subsidiaries; and will not violate any provision of any Law, regulation, judgment or decree binding on them or any of their Assets.

4.5 Absence of Material Adverse Change. Since the date of the most recent balance sheet provided under section 4.3(a)(i) above, there have been no events, changes or occurrences which have had or are reasonably likely to have, individually or in the aggregate, a Material Adverse Effect on BancGroup.

4.6 Approval of Agreements. The board of directors of Colonial Bank will approve this Agreement and the transactions contemplated by it prior to the Effective Date. This Agreement constitutes the legal, valid and binding obligation of Colonial Bank and BancGroup, enforceable against them in accordance with its terms. Approval of this Agreement by the stockholders of BancGroup is not required by applicable Law. Subject to the matters referred to in section 8.2, and subject to BancGroup's board approval of the shares to be issued in the Merger, BancGroup has full power, authority and legal right to enter into this Agreement and to consummate the transactions contemplated by this Agreement. BancGroup has no Knowledge of any fact or circumstance under which the appropriate regulatory approvals required by section 8.2 will not be granted without the imposition of material conditions or material delays.

4.7 Tax Treatment. BancGroup has no present plan to sell or otherwise dispose of any of the Assets of Acquired Bank, subsequent to the Merger, and BancGroup intends to continue the historic business of Acquired Bank.

4.8 Title and Related Matters. BancGroup has good and marketable title to all the properties, interests in properties and Assets, real and personal, reflected in the most recent balance sheet referred to in section 4.3(a), or acquired after the date of such balance sheet (except properties,

interests and Assets sold or otherwise disposed of since such date, in the ordinary course of business), free and clear of all mortgages, Liens, pledges, charges or encumbrances except (i) mortgages and other encumbrances referred to in the notes of such balance sheet, (ii) liens for current Taxes not yet due and payable and (iii) such imperfections of title and easements as do not materially detract from or interfere with the present use of the properties subject thereto or affected thereby, or otherwise materially impair present business operations at such properties. To the Knowledge of BancGroup, the material structures and equipment of BancGroup comply in all material respects with the requirements of all applicable Laws.

4.9 Subsidiaries. Each Subsidiary of BancGroup has been duly incorporated and is validly existing as a corporation in good standing under the Laws of the jurisdiction of its incorporation and each Subsidiary has been duly qualified as a foreign corporation to transact business and is in good standing under the Laws of each other jurisdiction in which it owns or leases properties, or conducts any business so as to require such qualification and in which the failure to be duly qualified could have a Material Adverse Effect upon BancGroup and its Subsidiaries considered as one enterprise; each of the banking Subsidiaries of BancGroup has its deposits fully insured by the Federal Deposit Insurance Corporation to the extent provided by the Federal Deposit Insurance Act; and the businesses of the non-bank Subsidiaries of BancGroup are permitted to subsidiaries of registered bank holding companies.

4.10 Contracts. Neither BancGroup nor any of its Subsidiaries is in Default in any material respect under the terms of any material contract, agreement, lease or other commitment which is or may be material to the business, operations, properties or assets, or the condition, financial or otherwise, of such company and, to the knowledge of BancGroup, there is no event which, with notice or lapse of time, or both, may be or become an event of Default under any such material contract, agreement, lease or other commitment in respect of which adequate steps have not been taken to prevent such a Default from occurring.

4.11 Litigation. Except as disclosed in or reserved for in BancGroup's financial statements, there is no Litigation before or by any court or Agency, domestic or foreign, now pending, or, to the Knowledge of BancGroup, threatened against or affecting BancGroup or any of its Subsidiaries (nor is BancGroup aware of any facts which could give rise to any such Litigation) which is required to be disclosed in the Registration Statement (other than as disclosed therein), or which may have any Material Adverse Effect or prospective Material Adverse Effect, or which is likely to materially and adversely affect the properties or Assets thereof or which is likely to materially affect or delay the consummation of the transactions contemplated by this Agreement; all pending legal or governmental proceedings to which BancGroup or any Subsidiary is a party or of which any of their properties is the subject which are not described in the Registration Statement, including ordinary routine litigation incidental to the business, are, considered in the aggregate, not material; and neither BancGroup nor any of its Subsidiaries have any contingent obligations which could be considered material to BancGroup and its Subsidiaries considered as one enterprise which are not disclosed in the Registration Statement as it may be amended or supplemented. To the Knowledge of BancGroup, each of BancGroup and its Subsidiaries has complied in all material respects with all

material applicable Laws and Regulations including those imposing Taxes, of any applicable jurisdiction and of all states, municipalities, other political subdivisions and agencies, in respect of the ownership of its properties and the conduct of its business, which, if not complied with, would have a Material Adverse Effect on BancGroup and its Subsidiaries taken as a whole.

4.12 Compliance. BancGroup and its Subsidiaries, in the conduct of their businesses, are to the Knowledge of BancGroup, in material compliance with all material federal, state or local Laws applicable to their or the conduct of their businesses.

4.13 Registration Statement. At the time the Registration Statement becomes effective and at the time of the Shareholders Meeting, the Registration Statement, including the Proxy Statement which shall constitute a part thereof, will comply in all material respects with the requirements of the 1933 Act and the rules and regulations thereunder, will not contain an untrue statement of a material fact or omit to state a material fact necessary in order to make the statements therein, in the light of the circumstances under which they were made, not misleading; provided, however, that the representations and warranties in this subsection shall not apply to statements in or omissions from the Proxy Statement made in reliance upon and in conformity with information furnished in writing to BancGroup by Acquired Bank or any of its representatives expressly for use in the Proxy Statement or information included in the Proxy Statement regarding the business of Acquired Bank, its operations, Assets and capital.

4.14 SEC Filings. (a) BancGroup has heretofore delivered to Acquired Bank copies of BancGroup's: (i) Annual Report on Form 10-K for the fiscal year ended December 31, 1997; (ii) 1997 Annual Report to Shareholders; and (iii) all reports on Form 8-K, filed by BancGroup with the SEC since December 31, 1997. Since December 31, 1997, BancGroup has timely filed all reports and registration statements and the documents required to be filed with the SEC under the rules and regulations of the SEC and all such reports and registration statements or other documents have complied in all material respects, as of their respective filing dates and effective dates, as the case may be, with all the applicable requirements of the 1933 Act and the 1934 Act. As of the respective filing and effective dates, none of such reports or registration statements or other documents contained any untrue statement of a material fact or omitted to state a material fact required to be stated therein or necessary in order to make the statements therein, in light of the circumstances under which they were made, not misleading.

(b) The documents incorporated by reference into the Registration Statement, at the time they were filed with the SEC, complied in all material respects with the requirements of the 1934 Act and Regulations thereunder and when read together and with the other information in the Registration Statement will not contain an untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements therein not misleading at the time the Registration Statement becomes effective or at the time of the Shareholders Meeting.

4.15 Form S-4. The conditions for use of a registration statement on SEC Form S-4 set forth in the General Instructions on Form S-4 have been or will be satisfied with respect to BancGroup and the Registration Statement.

4.16 Brokers. Except as listed in Section 5.18, all negotiations relative to this Agreement and the transactions contemplated by this Agreement have been carried on by BancGroup directly with Acquired Bank and without the intervention of any other person, either as a result of any act of BancGroup or otherwise in such manner as to give rights to any valid claim against BancGroup for finders fees, brokerage commissions or other like payments.

4.17 Government Authorization. BancGroup and its Subsidiaries have all Permits that, to the Knowledge of BancGroup and its Subsidiaries, are or will be legally required to enable BancGroup or any of its Subsidiaries to conduct their businesses in all material respects as now conducted by each of them.

4.18 Absence of Regulatory Communications. Neither BancGroup nor any of its Subsidiaries is subject to, or has received during the past three (3) years, any written communication directed specifically to it from any Agency to which it is subject or pursuant to which such Agency has imposed or has indicated it may impose any material restrictions on the operations of it or the business conducted by it or in which such Agency has raised a material question concerning the condition, financial or otherwise, of such company.

4.19 Disclosure. No representation or warranty, or any statement or certificate furnished or to be furnished to Acquired Bank by BancGroup, contains or will contain any untrue statement of a material fact, or omits or will omit to state a material fact necessary to make the statements contained in this Agreement or in any such statement or certificate not misleading.

ARTICLE 5

REPRESENTATIONS, WARRANTIES AND COVENANTS OF ACQUIRED BANK

Acquired Bank represents, warrants and covenants to and with BancGroup, as follows:

5.1 Organization. Acquired Bank is a Florida state bank. Each Acquired Bank Company is duly organized, validly existing and in good standing under the respective Laws of its jurisdiction of incorporation and has all requisite power and authority to carry on its business as it is now being conducted and is qualified to do business in every jurisdiction in which the character and location of the Assets owned by it or the nature of the business transacted by it requires qualification or in which the failure to qualify could, individually, or in the aggregate, have a Material Adverse Effect.

5.2 Capital Stock. (i) As of the date of this Agreement, the authorized capital stock of Acquired Bank consisted of 4,000,000 shares of common stock, \$1.00 par value per share, 400,000 shares of which are issued and outstanding. All of such shares which are outstanding are validly issued, fully paid and nonassessable and not subject to preemptive rights. Acquired Bank has 51,500

shares of its common stock subject to exercise at any time pursuant to Acquired Bank Options. Except for the foregoing, Acquired Bank does not have any other arrangements or commitments obligating it to issue shares of its capital stock or any securities convertible into or having the right to purchase shares of its capital stock. Schedule 5.2 contains complete and accurate copies of the plan or plans under which the Acquired Bank Options were issued and forms of the agreements used to issue Acquired Bank Options.

5.3 Subsidiaries. Acquired Bank has no direct Subsidiaries.

5.4 Financial Statements; Taxes (a) Acquired Bank has delivered to BancGroup copies of the following financial statements of Acquired Bank:

- (i) Statements of financial condition as of December 31, 1996 and 1997;
- (ii) Statements of income for each of the three years ended December 31, 1995, 1996 and 1997;
- (iii) Statements of shareholders' equity for each of the three years ended December 31, 1995, 1996, and 1997; and
- (iv) Statements of cash flows for the three years ended December 31, 1995, 1996 and 1997.

All of the foregoing financial statements are in all material respects in accordance with the books and records of Acquired Bank and have been prepared in accordance with generally accepted accounting principles applied on a consistent basis throughout the periods indicated, except for changes required by GAAP, all as more particularly set forth in the notes to such statements. Each of such balance sheets presents fairly as of its date the financial condition of Acquired Bank. Except as and to the extent reflected or reserved against in such balance sheets (including the notes thereto), Acquired Bank did not have, as of the date of such balance sheets, any material Liabilities or obligations (absolute or contingent) of a nature customarily reflected in a balance sheet or the notes thereto. The statements of income, shareholders' equity and cash flows present fairly the results of operation, changes in shareholders equity and cash flows of Acquired Bank for the periods indicated.

(b) Except as set forth on Schedule 5.4(b), all Tax returns required to be filed by or on behalf of Acquired Bank have been timely filed (or requests for extensions therefor have been timely filed and granted and have not expired), and all returns filed are complete and accurate in all material respects. All Taxes shown on these returns to be due and all additional assessments received have been paid. The amounts recorded for Taxes on the balance sheets provided under section 5.4(a) are, to the Knowledge of Acquired Bank, sufficient in all material respects for the payment of all unpaid federal, state, county, local, foreign and other Taxes (including any interest or penalties) of Acquired Bank accrued for or applicable to the period ended on the dates thereof, and all years and periods prior thereto and for which Acquired Bank may at such dates have been liable in its own right

or as a transferee of the Assets of, or as successor to, any other corporation or other party. No audit, examination or investigation is presently being conducted or, to the Knowledge of Acquired Bank, threatened by any taxing authority which is likely to result in a material Tax Liability, no material unpaid Tax deficiencies or additional liability of any sort have been proposed by any governmental representative and no agreements for extension of time for the assessment of any material amount of Tax have been entered into by or on behalf of Acquired Bank. Acquired Bank has not executed an extension or waiver of any statute of limitations on the assessment or collection of any Tax due that is currently in effect.

(c) Each Acquired Bank Company has withheld from its employees (and timely paid to the appropriate governmental entity) proper and accurate amounts for all periods in material compliance with all Tax withholding provisions of applicable federal, state, foreign and local Laws (including without limitation, income, social security and employment Tax withholding for all types of compensation). Each Acquired Bank Company is in compliance with, and its records contain all information and documents (including properly completed IRS Forms W-9) necessary to comply with, all applicable information reporting and Tax withholding requirements under federal, state and local Tax Laws, and such records identify with specificity all accounts subject to backup withholding under section 3406 of the Code.

5.5 Absence of Certain Changes or Events. Except as set forth on Schedule 5.5, since the date of the most recent balance sheet provided under section 5.4(a)(i) above, no Acquired Bank Company has

(a) issued, delivered or agreed to issue or deliver any stock, bonds or other corporate securities (whether authorized and unissued or held in the treasury) except shares of common stock issued upon the exercise of existing Acquired Bank Options and shares issued as director's qualifying shares;

(b) borrowed or agreed to borrow any funds or incurred, or become subject to, any Liability (absolute or contingent) except borrowings, obligations (including purchase of federal funds) and Liabilities incurred in the ordinary course of business and consistent with past practice;

(c) paid any material obligation or Liability (absolute or contingent) other than current Liabilities reflected in or shown on the most recent balance sheet referred to in section 5.4(a)(i) and current Liabilities incurred since that date in the ordinary course of business and consistent with past practice;

(d) declared or made, or agreed to declare or make, any payment of dividends or distributions of any Assets of any kind whatsoever to shareholders, or purchased or redeemed, or agreed to purchase or redeem, directly or indirectly, or otherwise acquire, any of its outstanding securities;

(e) except in the ordinary course of business, sold or transferred, or agreed to sell or transfer, any of its Assets, or canceled, or agreed to cancel, any debts or claims;

(f) except in the ordinary course of business, entered or agreed to enter into any agreement or arrangement granting any preferential rights to purchase any of its Assets, or requiring the consent of any party to the transfer and assignment of any of its Assets;

(g) suffered any Losses or waived any rights of value which in either event in the aggregate are material considering its business as a whole;

(h) except in the ordinary course of business, made or permitted any amendment or termination of any Contract, agreement or license to which it is a party if such amendment or termination is material considering its business as a whole;

(i) except in accordance with normal and usual practice, made any accrual or arrangement for or payment of bonuses or special compensation of any kind or any severance or termination pay to any present or former officer or employee;

(j) except in accordance with normal and usual practice, increased the rate of compensation payable to or to become payable to any of its officers or employees or made any material increase in any profit sharing, bonus, deferred compensation, savings, insurance, pension, retirement or other employee benefit plan, payment or arrangement made to, for or with any of its officers or employees;

(k) received notice or had Knowledge or reason to believe that any of its substantial customers has terminated or intends to terminate its relationship, which termination would have a Material Adverse Effect on its financial condition, results of operations, business, Assets or properties;

(l) failed to operate its business in the ordinary course so as to preserve its business intact and to preserve the goodwill of its customers and others with whom it has business relations;

(m) entered into any other material transaction other than in the ordinary course of business; or

(n) agreed in writing, or otherwise, to take any action described in clauses (a) through (m) above.

Between the date hereof and the Effective Date, no Acquired Bank Company, without the express written approval of BancGroup, will do any of the things listed in clauses (a) through (n) of this section 5.5 except as permitted therein or as contemplated in this Agreement, and no Acquired Bank Company will enter into or amend any material Contract, other than Loans or renewals thereof entered into in the ordinary course of business, without the express written consent of BancGroup.

5.6 Title and Related Matters.

(a) Title. Except as set forth in Schedule 5.6(a), Acquired Bank has good and marketable title to all the properties, interest in properties and Assets, real and personal, reflected in the most recent balance sheet referred to in section 5.4(a)(i), or acquired after the date of such balance sheet (except properties, interests and Assets sold or otherwise disposed of since such date, in the ordinary course of business), free and clear of all mortgages, Liens, pledges, charges or encumbrances except (i) mortgages and other encumbrances referred to in the notes to such balance sheet, (ii) Liens for current Taxes not yet due and payable and (iii) such imperfections of title and easements as do not materially detract from or interfere with the present use of the properties subject thereto or affected thereby, or otherwise materially impair present business operations at such properties. To the Knowledge of Acquired Bank, the material structures and equipment of each Acquired Bank Company comply in all material respects with the requirements of all applicable Laws.

(b) Leases. Schedule 5.6(b) sets forth a list and description of all real and personal property owned or leased by any Acquired Bank Company, either as lessor or lessee. Complete and accurate copies of all such leases have been made available to BancGroup for inspection.

(c) Personal Property. Schedule 5.6(c) sets forth a depreciation schedule of each Acquired Bank Company's fixed Assets as of April 30, 1998.

(d) (i) Computer Hardware and Software. Schedule 5.6(d) contains a description of all agreements relating to data processing computer software and hardware now being used in the business operations of any Acquired Bank Company. Acquired Bank is not aware of any defects, irregularities or problems with any of its computer hardware or software which renders such hardware or software unable to satisfactorily perform the tasks and functions to be performed by them in the business of any Acquired Bank Company. Complete and accurate copies of all contracts, plans and other items so listed have been made available to BancGroup for inspection.

(ii) Year 2000 Compliance. Except as described in Schedule 5.6 (d)(ii), Acquired Bank's computer hardware and software (working independently or as a system) are able to accurately process date data as intended without interruption (including, but not limited to, calculating, comparing and sequencing) from, into and between the twentieth and twenty-first centuries, including leap year calculations, when used in the normal course of business. Acquired Bank has formulated and begun execution of a plan that complies with FFIEC Year 2000 compliance guidelines as promulgated by Acquired Bank's principal regulatory agency. Acquired Bank has met all deadlines and is in full compliance with this plan.

5.7 Commitments. Except as set forth in Schedule 5.7, no Acquired Bank Company is a party to any oral or written (i) Contracts for the employment of any officer or employee which is not terminable on 30 days' (or less) notice, (ii) profit sharing, bonus, deferred compensation, savings, stock option, severance pay, pension or retirement plan, agreement or arrangement, (iii) loan agreement, indenture or similar agreement relating to the borrowing of money by such party, (iv)

guaranty of any obligation for the borrowing of money or otherwise, excluding endorsements made for collection, and guaranties made in the ordinary course of business, (v) consulting or other similar material Contracts, (vi) collective bargaining agreement, (vii) agreement with any present or former officer, director or shareholder of such party, or (viii) other Contract, agreement or other commitment which is material to the business, operations, property, prospects or Assets or to the condition, financial or otherwise, of any Acquired Bank Company. Complete and accurate copies of all Contracts, plans and other items so listed have been made or will be made available to BancGroup for inspection.

5.8 Charter and Bylaws. Schedule 5.8 contains true and correct copies of the articles of incorporation and bylaws of each Acquired Bank Company, including all amendments thereto, as currently in effect. There will be no changes in such articles of incorporation or bylaws prior to the Effective Date, without the prior written consent of BancGroup.

5.9 Litigation. Except as set forth on Schedule 5.9, there is no Litigation (whether or not purportedly on behalf of Acquired Bank) pending or, to the Knowledge of Acquired Bank, threatened against or affecting any Acquired Bank Company (nor does Acquired Bank have Knowledge of any facts which are likely to give rise to any such Litigation) at law or in equity, or before or by any governmental department, commission, board, bureau, agency or instrumentality, domestic or foreign, or before any arbitrator of any kind, which involves the possibility of any judgment or Liability not fully covered by insurance in excess of a reasonable deductible amount or which may have a Material Adverse Effect on Acquired Bank, and no Acquired Bank Company is in Default with respect to any judgment, order, writ, injunction, decree, award, rule or regulation of any court, arbitrator or governmental department, commission, board, bureau, agency or instrumentality, which Default would have a Material Adverse Effect on Acquired Bank. To the Knowledge of Acquired Bank, each Acquired Bank Company has complied in all material respects with all material applicable Laws and Regulations including those imposing Taxes, of any applicable jurisdiction and of all states, municipalities, other political subdivisions and Agencies, in respect of the ownership of its properties and the conduct of its business, which, if not complied with, would have a Material Adverse Effect on Acquired Bank.

5.10 Material Contract Defaults. Except as disclosed on Schedule 5.10, no Acquired Bank Company is in Default in any material respect under the terms of any material Contract, agreement, lease or other commitment which is or may be material to the business, operations, properties or Assets, or the condition, financial or otherwise, of such company and, to the Knowledge of Acquired Bank, there is no event which, with notice or lapse of time, or both, may be or become an event of Default under any such material Contract, agreement, lease or other commitment in respect of which adequate steps have not been taken to prevent such a Default from occurring.

5.11 No Conflict with Other Instrument. The consummation of the transactions contemplated by this Agreement will not result in the breach of any term or provision of or constitute a Default under any material Contract, indenture, mortgage, deed of trust or other material agreement

or instrument to which any Acquired Bank Company is a party and will not conflict with any provision of the charter or bylaws of any Acquired Bank Company.

5.12 Governmental Authorization. Each Acquired Bank Company has all Permits that, to the Knowledge of Acquired Bank, are or will be legally required to enable any Acquired Bank Company to conduct its business in all material respects as now conducted by each Acquired Bank Company.

5.13 Absence of Regulatory Communications. Except as provided in Schedule 5.13, no Acquired Bank Company is subject to, nor has any Acquired Bank Company received during the past three years, any written communication directed specifically to it from any Agency to which it is subject or pursuant to which such Agency has imposed or has indicated it may impose any material restrictions on the operations of it or the business conducted by it or in which such Agency has raised any material question concerning the condition, financial or otherwise, of such company.

5.14 Absence of Material Adverse Change. To the Knowledge of Acquired Bank, since the date of the most recent balance sheet provided under section 5.4(a)(i), there have been no events, changes or occurrences which have had, or are reasonably likely to have, individually or in the aggregate, a Material Adverse Effect on any Acquired Bank Company.

5.15 Insurance. Each Acquired Bank Company has in effect insurance coverage and bonds with reputable insurers which, in respect to amounts, types and risks insured, management of Acquired Bank reasonably believes to be adequate for the type of business conducted by such company. No Acquired Bank Company is liable for any material retroactive premium adjustment. All insurance policies and bonds are valid, enforceable and in full force and effect, and no Acquired Bank Company has received any notice of any material premium increase or cancellation with respect to any of its insurance policies or bonds. Within the last three years, and except as set forth on Schedule 5.15, no Acquired Bank Company has been refused any insurance coverage which it has sought or applied for, and it has no reason to believe that existing insurance coverage cannot be renewed as and when the same shall expire, upon terms and conditions as favorable as those presently in effect, other than possible increases in premiums that do not result from any extraordinary loss experience. All policies of insurance presently held or policies containing substantially equivalent coverage will be outstanding and in full force with respect to each Acquired Bank Company at all times from the date hereof to the Effective Date.

5.16 Pension and Employee Benefit Plans.

(a) To the Knowledge of Acquired Bank, all employee benefit plans of each Acquired Bank Company have been established in compliance with, and such plans have been operated in material compliance with, all applicable Laws. Except as set forth in Schedule 5.16, no Acquired Bank Company sponsors or otherwise maintains a "pension plan" within the meaning of section 3(2) of ERISA or any other retirement plan that is intended to qualify under section 401 of the Code, nor do any unfunded Liabilities exist with respect to any employee benefit plan, past or

present. To the Knowledge of Acquired Bank, no employee benefit plan, any trust created thereunder or any trustee or administrator thereof has engaged in a "prohibited transaction," as defined in section 4975 of the Code, which may have a Material Adverse Effect on the condition, financial or otherwise, of any Acquired Bank Company.

(b) To the Knowledge of Acquired Bank, no amounts payable to any employee of any Acquired Bank Company will fail to be deductible for federal income tax purposes by virtue of Section 280G of the Code and regulations thereunder.

5.17 Buy-Sell Agreement. To the Knowledge of Acquired Bank, there are no agreements among any of its shareholders granting to any person or persons a right of first refusal in respect of the sale, transfer, or other disposition of shares of outstanding securities by any shareholder of Acquired Bank, any similar agreement or any voting agreement or voting trust in respect of any such shares.

5.18 Brokers. Except for services provided by Allen C. Ewing & Co., Investment Bankers, all negotiations relative to this Agreement and the transactions contemplated by this Agreement have been carried on by Acquired Bank directly with BancGroup and without the intervention of any other person, either as a result of any act of Acquired Bank, or otherwise, in such manner as to give rise to any valid claim against Acquired Bank for a finder's fee, brokerage commission or other like payment.

5.19 Approval of Agreements. The board of directors of Acquired Bank has approved this Agreement and the transactions contemplated by this Agreement and has authorized the execution and delivery by Acquired Bank of this Agreement. Subject to the matters referred to in section 8.2, Acquired Bank has full power, authority and legal right to enter into this Agreement, and, upon appropriate vote of the shareholders of Acquired Bank in accordance with this Agreement, Acquired Bank shall have full power, authority and legal right to consummate the transactions contemplated by this Agreement.

5.20 Disclosure. No representation or warranty, nor any statement or certificate furnished or to be furnished to BancGroup by Acquired Bank, contains or will contain any untrue statement of a material fact, or omits or will omit to state a material fact necessary to make the statements contained in this Agreement or in any such statement or certificate not misleading.

5.21 Registration Statement. At the time the Registration Statement becomes effective and at the time of the Shareholders Meeting, the Registration Statement, including the Proxy Statement which shall constitute part thereof, will not contain an untrue statement of a material fact or omit to state a material fact necessary in order to make the statements therein, in the light of the circumstances under which they were made, not misleading; provided, however, that the representations and warranties in this section shall only apply to statements in or omissions from the Proxy Statement relating to descriptions of the business of Acquired Bank, its Assets, properties,

operations, and capital stock or to information furnished in writing by Acquired Bank or its representatives expressly for inclusion in the Proxy Statement.

5.22 Loans; Adequacy of Allowance for Loan Losses. All reserves for loan losses shown on the most recent financial statements furnished by Acquired Bank have been calculated in accordance with prudent and customary banking practices and are adequate in all material respects to reflect the risk inherent in the loans of Acquired Bank. Acquired Bank has no Knowledge of any fact which is likely to require a future material increase in the provision for loan losses or a material decrease in the loan loss reserve reflected in such financial statements. Each loan reflected as an Asset on the financial statements of Acquired Bank is the legal, valid and binding obligation of the obligor of each loan, enforceable in accordance with its terms subject to the effect of bankruptcy, insolvency, reorganization, moratorium, or other similar laws relating to creditors' rights generally and to general equitable principles. Acquired Bank does not have in its portfolio any loan exceeding its legal lending limit, and except as disclosed on Schedule 5.22, Acquired Bank has no known significant delinquent, substandard, doubtful, loss, nonperforming or problem loans.

5.23 Environmental Matters. Except as provided in Schedule 5.23, to the Knowledge of Acquired Bank, each Acquired Bank Company is in material compliance with all Laws and other governmental requirements relating to the generation, management, handling, transportation, treatment, disposal, storage, delivery, discharge, release or emission of any waste, pollution, or toxic, hazardous or other substance (the "Environmental Laws"), and Acquired Bank has no Knowledge that any Acquired Bank Company has not complied with all regulations and requirements promulgated by the Occupational Safety and Health Administration that are applicable to any Acquired Bank Company. To the Knowledge of Acquired Bank, there is no Litigation pending or threatened with respect to any violation or alleged violation of the Environmental Laws. To the Knowledge of Acquired Bank, with respect to Assets of or owned by any Acquired Bank Company, including any Loan Property, (i) there has been no spillage, leakage, contamination or release of any substances for which the appropriate remedial action has not been completed; (ii) no owned or leased property is contaminated with or contains any hazardous substance or waste; and (iii) there are no underground storage tanks on any premises owned or leased by any Acquired Bank Company. Acquired Bank has no Knowledge of any facts which might suggest that any Acquired Bank Company has engaged in any management practice with respect to any of its past or existing borrowers which could reasonably be expected to subject any Acquired Bank Company to any Liability, either directly or indirectly, under the principles of law as set forth in United States v. Fleet Factors Corp., 901 F.2d 1550 (11th Cir. 1990) or any similar principles. Moreover, to the Knowledge of Acquired Bank, no Acquired Bank Company has extended credit, either on a secured or unsecured basis, to any person or other entity engaged in any activities which would require or requires such person or entity to obtain any Permits which are required under any Environmental Law which has not been obtained.

5.24 Transfer of Shares. Acquired Bank has no Knowledge of any plan or intention on the part of Acquired Bank's shareholders to sell or otherwise dispose of any of Acquired Bank common stock, or of the BancGroup Common Stock to be received by them in the Merger, that

could cause the Merger to fail to qualify for the pooling of interests method of accounting under generally accepted accounting principals.

5.25 Collective Bargaining. There are no labor contracts, collective bargaining agreements, letters of undertakings or other arrangements, formal or informal, between any Acquired Bank Company and any union or labor organization covering any of Acquired Bank Company's employees and none of said employees are represented by any union or labor organization.

5.26 Labor Disputes. To the Knowledge of Acquired Bank, each Acquired Bank Company is in material compliance with all federal and state laws respecting employment and employment practices, terms and conditions of employment, wages and hours. No Acquired Bank Company is or has been engaged in any unfair labor practice, and, to the Knowledge of Acquired Bank, no unfair labor practice complaint against any Acquired Bank Company is pending before the National Labor Relations Board. Relations between management of each Acquired Bank Company and the employees are amicable and there have not been, nor to the Knowledge of Acquired Bank, are there presently, any attempts to organize employees, nor to the Knowledge of Acquired Bank, are there plans for any such attempts.

5.27 Derivative Contracts. No Acquired Bank Company is a party to or has agreed to enter into a swap, forward, future, option, cap, floor or collar financial contract, or any other interest rate or foreign currency protection contract or derivative security not included in Acquired Bank's financial statements delivered under section 5.4 hereof which is a financial derivative contract (including various combinations thereof).

5.28 Non-Terminable Contracts or Severance Agreements. Except as provided in Schedule 5.28, no Acquired Bank Company is a party to or has agreed to enter into a vendor or employment contract that is not terminable without penalty within 90 days or contains an extraordinary buyout. With the exception of certain agreements otherwise referenced in this Agreement, no Acquired Bank Company is a party to or has agreed to enter into any employment agreement, non-competition agreement, salary continuation plan or severance agreement or similar arrangement with any Acquired Bank Company employee.

ARTICLE 6 ADDITIONAL COVENANTS

6.1 Additional Covenants of BancGroup. BancGroup covenants to and with Acquired Bank as follows:

(a) **Registration Statement and Other Filings.** BancGroup shall prepare and file with the SEC the Registration Statement on Form S-4 (or such other form as may be appropriate) and all amendments and supplements thereto, in form reasonably satisfactory to Acquired Bank and its counsel, with respect to the Common Stock to be issued pursuant to this Agreement. BancGroup shall use reasonable good faith efforts to prepare all necessary filings with any Agencies which may

be necessary for approval to consummate the transactions contemplated by this Agreement. BancGroup shall provide to counsel for Acquired Bank (i) copies of drafts of all filings made pursuant to this section 6.1(a) in advance of filing, (ii) copies of documents as filed, and (iii) copies of any correspondence between BancGroup and any Agencies, including the SEC, respecting the filings made pursuant to this section 6.1(a).

(b) Blue Sky Permits. BancGroup shall use its best efforts to obtain, prior to the effective date of the Registration Statement, all necessary state securities Law or "blue sky" Permits and approvals required to carry out the transactions contemplated by this Agreement.

(c) Financial Statements. BancGroup shall furnish to Acquired Bank:

(i) As soon as practicable and in any event within forty-five (45) days after the end of each quarterly period (other than the last quarterly period) in each fiscal year, consolidated statements of operations of BancGroup for such period and for the period beginning at the commencement of the fiscal year and ending at the end of such quarterly period, and a consolidated statement of financial condition of BancGroup as of the end of such quarterly period, setting forth in each case in comparative form figures for the corresponding periods ending in the preceding fiscal year, subject to changes resulting from year-end adjustments;

(ii) Promptly upon receipt thereof, copies of all audit reports submitted to BancGroup by independent auditors in connection with each annual, interim or special audit of the books of BancGroup made by such accountants;

(iii) As soon as practicable, copies of all such financial statements and reports as it shall send to its stockholders and of such regular and periodic reports as BancGroup may file with the SEC or any other Agency; and

(iv) With reasonable promptness, such additional financial data as Acquired Bank may reasonably request.

(d) No Control of Acquired Bank by BancGroup. Notwithstanding any other provision hereof, until the Effective Date, the authority to establish and implement the business policies of Acquired Bank shall continue to reside solely in Acquired Bank's officers and board of directors.

(e) Listing. Prior to the Effective Date, BancGroup shall use its reasonable efforts to list the shares of BancGroup Common Stock to be issued in the Merger on the NYSE or other quotations system on which such shares are primarily traded.

(f) Employee Benefit Matters. (i) On the Effective Date, all employees of any Acquired Bank Company shall, at BancGroup's option, either become employees of the Resulting Corporation or its Subsidiaries or be entitled to severance benefits in accordance with Colonial Bank's

severance policy as of the date of this Agreement. All employees of any Acquired Bank Company who become employees of the Resulting Corporation or its Subsidiaries on the Effective Date shall be entitled, to the extent permitted by applicable Law, to participate in all benefit plans of Colonial Bank to the same extent as Colonial Bank employees, except as stated otherwise in this section. Employees of any Acquired Bank Company who become employees of the Resulting Corporation or its Subsidiaries on the Effective Date shall be allowed to participate as of the Effective Date in the medical and dental benefits plan of Colonial Bank as new employees of Colonial Bank, and the time of employment of such employees who are employed at least 30 hours per week with any Acquired Bank Company as of the Effective Date shall be counted as employment under such dental and medical plans of Colonial Bank for purposes of calculating any 30 day waiting period and pre-existing condition limitations. To the extent permitted by applicable Law, the period of service with the appropriate Acquired Bank Company of all employees who become employees of the Resulting Corporation or its Subsidiaries on the Effective Date shall be recognized only for vesting and eligibility purposes under Colonial Bank's benefit plans. In addition, if the Effective Date falls within an annual period of coverage under any group health plan of the Resulting Corporation and its Subsidiaries, each such Acquired Bank Company employee shall be given credit for covered expenses paid by that employee under comparable employee benefit plans of the Acquired Bank Company during the applicable coverage period through the Effective Date towards satisfaction of any annual deductible limitation and out-of-pocket maximum that may apply under that group health plan of the Resulting Corporation and its Subsidiaries.

(g) Indemnification. (i) Subject to the conditions set forth in the succeeding paragraph, for a period of six years after the Effective Date BancGroup shall, and shall cause Colonial Bank to, indemnify, defend and hold harmless each person entitled to indemnification from the Acquired Bank (each being an "Indemnified Party") against all liabilities arising out of actions or omissions occurring upon or prior to the Effective Date (including without limitation the transactions contemplated by this Agreement) to the extent authorized under the articles of incorporation and bylaws of Acquired Bank and Florida Law.

(ii) Any Indemnified Party wishing to claim indemnification under this subsection (g), upon learning of any such liability or Litigation, shall promptly notify BancGroup thereof. In the event of any such Litigation (whether arising before or after the Effective Date) (i) BancGroup or Colonial Bank shall have the right to assume the defense thereof with counsel reasonably acceptable to such Indemnified Party and, upon assumption of such defense, BancGroup shall not be liable to such Indemnified Parties for any legal expenses of other counsel or any other expenses subsequently incurred by such Indemnified Parties in connection with the defense thereof, except that if BancGroup or Colonial Bank elects not to assume such defense or counsel for the Indemnified Parties advises that there are substantive issues which raise conflicts of interest between BancGroup and the Indemnified Parties, the Indemnified Parties may retain counsel satisfactory to them, and BancGroup or Colonial Bank shall pay all reasonable fees and expenses of such counsel for the Indemnified Parties promptly as statements therefor are received; provided, that BancGroup shall be obligated pursuant to this subsection to pay for only one firm of counsel for all Indemnified Parties in any jurisdiction, (ii) the Indemnified Parties will cooperate in the defense of any such Litigation; and (iii) BancGroup shall not

be liable for any settlement effected without its prior consent; and provided further that BancGroup and Colonial Bank shall not have any obligation hereunder to any Indemnified Party when and if a court of competent jurisdiction shall determine, and such determination shall have become final, that the indemnification of such Indemnified Party in the manner contemplated hereby is prohibited by applicable Law.

(iii) In consideration of and as a condition precedent to the effectiveness of the indemnification obligations provided by BancGroup in this section to a director or officer of the Acquired Bank, such director or officer of the Acquired Bank shall have delivered to BancGroup on or prior to the Effective Date a letter in form reasonably satisfactory to BancGroup concerning claims such directors or officers may have against Acquired Bank. In the letter, the directors or officers shall: (i) acknowledge the assumption by BancGroup as of the Effective Date of all Liability (to the extent Acquired Bank is so liable) for claims for indemnification arising under section 6.1(g) hereof; (ii) affirm that they do not have nor are they aware of any claims they might have (other than those referred to in the following clause (iii)) against Acquired Bank; (iii) identify any claims or any facts or circumstances of which they are aware that could give rise to a claim for indemnification under section 6.1(g)(i) hereof; and (iv) release as of the Effective Date any and all claims that they may have against any Acquired Bank Company other than (A) those referred to in the foregoing clause (iii) and disclosed in the letter of the director or officer, (B) claims by third parties which have not yet been asserted against such director or officer (other than claims arising from facts and circumstances of which such director or officer is aware but which are not disclosed in such director or executive officer's letter), (C) claims by third parties arising from any transaction contemplated by this Agreement or disclosed in any schedule to this Agreement, and (D) claims by third parties arising in the ordinary course of business of any Acquired Bank Company after the date of the letter.

(iv) Acquired Bank hereby represents and warrants to BancGroup that it has no Knowledge of any claim, pending or threatened, or of any facts or circumstances that could give rise to any obligation by BancGroup to provide the indemnification required by this section 6.1(g) other than as disclosed in the letters of the directors and executive officers referred to in section 6.1(g)(iii) hereof or described in any schedule to this Agreement and claims arising from any transaction contemplated by this Agreement.

(h) Retention Bonus. BancGroup acknowledges that the board of directors of Acquired Bank will pay certain key employees retention bonuses, which will not exceed in the aggregate \$123,898.

(i) Employment Agreements. On the Effective Date, BancGroup shall enter into (i) an employment agreement in the form of the employment agreement attached hereto as Exhibit D with Joseph V. Marto, Jr., (ii) an employment agreement in the form of the employment agreement attached hereto as Exhibit E with P. Bryan Fulmer, and (iii) an employment agreement in the form of the employment agreement attached hereto as Exhibit F with James S. Tharpe.

6.2 Additional Covenants of Acquired Bank. Acquired Bank covenants to and with BancGroup as follows:

(a) Operations. (i) Acquired Bank will conduct its business and the business of each Acquired Bank Company in a proper and prudent manner and will use its best efforts to maintain its relationships with its depositors, customers and employees. No Acquired Bank Company will engage in any material transaction outside the ordinary course of business or make any material change in its accounting policies or methods of operation, nor will Acquired Bank permit the occurrence of any change or event which would render any of the representations and warranties in Article 5 hereof untrue in any material respect at and as of the Effective Date with the same effect as though such representations and warranties had been made at and as of such Effective Date. Acquired Bank shall contact any person who may be required to execute an undertaking under Section 10.5 hereof to request such undertaking and shall take all such reasonable steps as are necessary to obtain such undertaking. Acquired Bank will take no action that would prevent or impede the Merger from qualifying (i) for pooling of interests accounting treatment or (ii) as a tax-free reorganization with the meaning of Section 368 of the Code.

(ii) If requested by BancGroup, Acquired Bank shall use its best efforts to cause all officers and directors that own any stock of Acquired Bank and all other shareholders of Acquired Bank who own more than five percent (5%) of Acquired Bank's outstanding shares of common stock, to execute an acknowledgment that such person has no present plan, intention, or binding commitment to sell or otherwise dispose of Acquired Bank common stock or of BancGroup Common Stock to be received in the Merger from the date of this Agreement until financial results concerning at least 30 days of Post-Merger combined operations have been published by BancGroup within the meaning of Section 201.01 of the SEC's codification of Financial Reporting Policies.

(b) Shareholders Meeting: Best Efforts. Acquired Bank will cooperate with BancGroup in the preparation of the Registration Statement and any regulatory filings and will cause the Shareholders Meeting to be held for the purpose of approving the Merger as soon as practicable after the effective date of the Registration Statement, and will use its best efforts to bring about the transactions contemplated by this Agreement, including shareholder approval of this Agreement, as soon as practicable unless this Agreement is terminated as provided herein.

(c) Prohibited Negotiations. Except with respect to this Agreement and the transactions contemplated hereby, no Acquired Bank Company nor any affiliate thereof nor any investment banker, attorney, accountant, or other representative (collectively, "Representatives") retained by an Acquired Bank Company shall directly or indirectly solicit any Acquisition Proposal by any Person. Except to the extent necessary to comply with the fiduciary duties of Acquired Bank's Board of Directors as advised in writing by counsel to such Board of Directors, no Acquired Bank Company or any Representative thereof shall furnish any non-public information that it is not legally obligated to furnish, negotiate with respect to, or enter into any Contract with respect to, any Acquisition Proposal, and the Acquired Bank shall direct and use its reasonable efforts to cause all of its Representatives not to engage in any of the foregoing, but Acquired Bank may communicate

information about such an Acquisition Proposal to its shareholders if and to the extent that it is required to do so in order to comply with its legal obligations as advised in writing by counsel to such Board of Directors. Acquired Bank shall promptly notify BancGroup orally and in writing in the event that it receives any inquiry or proposal relating to any such Acquisition Proposal. Acquired Bank shall immediately cease and cause to be terminated any existing activities, discussions, or negotiations with any Persons other than BancGroup conducted heretofore with respect to any of the foregoing.

(d) Director Recommendation. The members of the Board of Directors of Acquired Bank agree to support publicly the Merger.

(e) Shareholder Voting. Acquired Bank shall on the date of execution of this Agreement obtain and submit to BancGroup an agreement from certain of its directors, executive officers and affiliates substantially in the form set forth in Exhibit A.

(f) Financial Statements and Monthly Status Reports. Acquired Bank shall furnish to BancGroup:

(i) As soon as practicable and in any event within 45 days after the end of each quarterly period (other than the last quarterly period) in each fiscal year, consolidated statements of operations of Acquired Bank for such period and for the period beginning at the commencement of the fiscal year and ending at the end of such quarterly period, and a consolidated statement of financial condition of Acquired Bank as of the end of such quarterly period, setting forth in each case in comparative form figures for the corresponding periods ending in the preceding fiscal year, subject to changes resulting from year-end adjustments;

(ii) Promptly upon receipt thereof, copies of all audit reports submitted to Acquired Bank by independent auditors in connection with each annual, interim or special audit of the books of Acquired Bank made by such accountants;

(iii) As soon as practicable, copies of all such financial statements and reports as it shall send to its shareholders and of such regular and periodic reports as Acquired Bank may file with the SEC or any other Agency;

(iv) With reasonable promptness, such additional financial data as BancGroup may reasonably request; and

(v) Within 10 calendar days after the end of each month (or, if the financial statements referred to in clause (d) are not then available, as soon as possible thereafter) commencing with the next calendar month following the date of this Agreement and ending at the Effective Date, a written description of (a) the actions taken during the preceding month with respect to its compliance or non-compliance with the terms of this section 6.2, together with its then current estimate of the out-of-pocket costs and expenses incurred or reasonably accruable in connection with

the transactions contemplated by this Agreement; (b) the status, as of the date of the report, of all existing or threatened litigation against any Acquired Bank Company; (c) copies of minutes of any meeting of the board of directors of any Acquired Bank Company and any committee thereof occurring in the month for which such report is made, including all documents presented to the directors at such meetings; and (d) monthly financial statements, including a balance sheet and income statement.

(g) Fiduciary Duties. Prior to the Effective Date, (i) no director or officer (each an "Executive") of any Acquired Bank Company shall, directly or indirectly, own, manage, operate, join, control, be employed by or participate in the ownership, proposed ownership, management, operation or control of or be connected in any manner with, any business, corporation or partnership which is competitive to the business of any Acquired Bank Company, (ii) all Executives, at all times, shall satisfy their fiduciary duties to Acquired Bank and its Subsidiaries, and (iii) such Executives shall not (except as required in the course of his or her employment with any Acquired Bank Company) communicate or divulge to, or use for the benefit of himself or herself or any other person, firm, association or corporation, without the express written consent of Acquired Bank, any confidential information which is possessed, owned or used by or licensed by or to any Acquired Bank Company or confidential information belonging to third parties which any Acquired Bank Company shall be under obligation to keep secret or which may be communicated to, acquired by or learned of by the Executive in the course of or as a result of his or her employment with any Acquired Bank Company.

(h) Certain Practices. At the request of BancGroup, (i) Acquired Bank shall consult with BancGroup and advise BancGroup of all of the Acquired Bank's loan requests over \$100,000 that are not single-family residential loan requests or of any other loan request outside the normal course of business, and (ii) Acquired Bank will consult with BancGroup to coordinate various business issues on a basis mutually satisfactory to Acquired Bank and BancGroup. Acquired Bank shall not be required to undertake any of such activities, however, except as such activities may be in compliance with existing Law and Regulations.

ARTICLE 7 MUTUAL COVENANTS AND AGREEMENTS

7.1 Best Efforts; Cooperation. Subject to the terms and conditions herein provided, BancGroup and Acquired Bank each agrees to use its best efforts promptly to take, or cause to be taken, all actions and do, or cause to be done, all things necessary, proper or advisable under applicable Laws or otherwise, including, without limitation, promptly making required deliveries of stockholder lists and stock transfer reports and attempting to obtain all necessary Consents and waivers and regulatory approvals, including the holding of any regular or special board meetings, to consummate and make effective, as soon as practicable, the transactions contemplated by this Agreement. The officers of each Party to this Agreement shall fully cooperate with officers and employees, accountants, counsel and other representatives of the other Parties not only in fulfilling the duties hereunder of the Party of which they are officers but also in assisting, directly or through direction of employees and other persons under their supervision or control, such as stock transfer

agents for the Party, the other Parties requiring information which is reasonably available from such Party.

7.2 Press Release. Each Party hereto agrees that, unless approved by the other Parties in advance, such Party will not make any public announcement, issue any press release or other publicity or confirm any statements by any person not a party to this Agreement concerning the transactions contemplated hereby. Notwithstanding the foregoing, each Party hereto reserves the right to make any disclosure if such Party, in its reasonable discretion, deems such disclosure required by Law. In that event, such Party shall provide to the other Party the text of such disclosure sufficiently in advance to enable the other Party to have a reasonable opportunity to comment thereon.

7.3 Mutual Disclosure. Each Party hereto agrees to promptly furnish to each other Party hereto its public disclosures and filings not precluded from disclosure by Law including but not limited to call reports, Form 8-K, Form 10-Q and Form 10-K filings, Y-3 applications, reports on Form Y-6, quarterly or special reports to shareholders, Tax returns, Form S-8 registration statements and similar documents.

7.4 Access to Properties and Records. Each Party hereto shall afford the officers and authorized representatives of the other Party full access to the Assets, books and records of such Party in order that such other Parties may have full opportunity to make such investigation as they shall desire of the affairs of such Party and shall furnish to such Parties such additional financial and operating data and other information as to its businesses and Assets as shall be from time to time reasonably requested. All such information that may be obtained by any such Party will be held in confidence by such party, will not be disclosed by such Party or any of its representatives except in accordance with this Agreement, and will not be used by such Party for any purpose other than the accomplishment of the Merger as provided herein.

7.5 Notice of Adverse Changes. Each Party agrees to give written notice promptly to the other Party upon becoming aware of the occurrence or impending occurrence of any event or circumstance relating to it or any of its Subsidiaries which (i) is reasonably likely to have, individually or in the aggregate, a Material Adverse Effect on it or (ii) would cause or constitute a material breach of any of its representations, warranties, or covenants contained herein, and to use its reasonable efforts to prevent or promptly to remedy the same.

ARTICLE 8

CONDITIONS TO OBLIGATIONS OF ALL PARTIES

The obligations of BancGroup and Acquired Bank to cause the transactions contemplated by this Agreement to be consummated shall be subject to the satisfaction, in the sole discretion of the Party relying upon such conditions, on or before the Effective Date of all the following conditions, except as such Parties may waive such conditions in writing:

8.1 Approval by Shareholders. At the Shareholders Meeting, this Agreement and the matters contemplated by this Agreement shall have been duly approved by the vote of the holders of not less than the requisite number of the issued and outstanding voting securities of Acquired Bank as is required by applicable Law and Acquired Bank's articles of incorporation and bylaws.

8.2 Regulatory Authority Approval. Orders, Consents and approvals, in form and substance reasonably satisfactory to BancGroup and Acquired Bank, shall have been entered by the Board of Governors of the Federal Reserve System and other appropriate bank regulatory Agencies (i) granting the authority necessary for the consummation of the transactions contemplated by this Agreement and (ii) satisfying all other requirements prescribed by Law. No Order, Consent or approval so obtained which is necessary to consummate the transactions as contemplated hereby shall be conditioned or restricted in a manner which in the reasonable good faith judgment of the Board of Directors of BancGroup would so materially adversely impact the economic benefits of the transaction as contemplated by this Agreement so as to render inadvisable the consummation of the Merger.

8.3 Litigation. There shall be no pending or threatened Litigation in any court or any pending or threatened proceeding by any governmental commission, board or Agency, with a view to seeking or in which it is sought to restrain or prohibit consummation of the transactions contemplated by this Agreement or in which it is sought to obtain divestiture, rescission or damages in connection with the transactions contemplated by this Agreement and no investigation by any Agency shall be pending or threatened which might result in any such suit, action or other proceeding.

8.4 Registration Statement. The Registration Statement shall be effective under the 1933 Act and no stop order suspending the effectiveness of the Registration Statement shall be in effect; no proceedings for such purpose, or under the proxy rules of the SEC or any bank regulatory authority pursuant to the 1934 Act, with respect to the transactions contemplated hereby, shall be pending before or threatened by the SEC or any bank regulatory authority; and all approvals or authorizations for the offer of BancGroup Common Stock shall have been received or obtained pursuant to any applicable state securities Laws, and no stop order or proceeding with respect to the transactions contemplated hereby shall be pending or threatened under any such state Law.

8.5 Tax Opinion. An opinion of Coopers & Lybrand L.L.P., shall have been received in form and substance reasonably satisfactory to the Acquired Bank and BancGroup to the effect that (i) the Merger will constitute a "reorganization" within the meaning of section 368 of the Code; (ii) no gain or loss will be recognized by BancGroup or Acquired Bank; (iii) no gain or loss will be recognized by the shareholders of Acquired Bank who receive shares of BancGroup Common Stock except to the extent of any taxable "boot" received by such persons from BancGroup, and except to the extent of any dividends received from Acquired Bank prior to the Effective Date; (iv) the basis of the BancGroup Common Stock received in the Merger will be equal to the sum of the basis of the shares of Acquired Bank common stock exchanged in the Merger and the amount of gain, if any, which was recognized by the exchanging Acquired Bank shareholder, including any portion treated as a dividend, less the value of taxable boot, if any, received by such shareholder in the Merger; (v)

the holding period of the BancGroup Common Stock will include the holding period of the shares of Acquired Bank common stock exchanged therefor if such shares of Acquired Bank common stock were capital assets in the hands of the exchanging Acquired Bank shareholder; and (vi) cash received by an Acquired Bank shareholder in lieu of a fractional share interest of BancGroup Common Stock will be treated as having been received as a distribution in full payment in exchange for the fractional share interest of BancGroup Common Stock which he or she would otherwise be entitled to receive and will qualify as capital gain or loss (assuming the Acquired Bank common stock was a capital asset in his or her hands as of the Effective Date).

ARTICLE 9

CONDITIONS TO OBLIGATIONS OF ACQUIRED BANK

The obligations of Acquired Bank to cause the transactions contemplated by this Agreement to be consummated shall be subject to the satisfaction on or before the Effective Date of all the following conditions except as Acquired Bank may waive such conditions in writing:

9.1 Representations, Warranties and Covenants. Notwithstanding any investigation made by or on behalf of Acquired Bank, all representations and warranties of BancGroup contained in this Agreement shall be true in all material respects on and as of the Effective Date as if such representations and warranties were made on and as of such Effective Date, and BancGroup shall have performed in all material respects all agreements and covenants required by this Agreement to be performed by it on or prior to the Effective Date.

9.2 Adverse Changes. There shall have been no changes after the date of the most recent balance sheet provided under section 4.3(a)(i) hereof in the results of operations (as compared with the corresponding period of the prior fiscal year), Assets, Liabilities, financial condition or affairs of BancGroup which in their total effect constitute a Material Adverse Effect, nor shall there have been any material changes in the Laws governing the business of BancGroup which would impair the rights of Acquired Bank or its shareholders pursuant to this Agreement.

9.3 Closing Certificate. In addition to any other deliveries required to be delivered hereunder, Acquired Bank shall have received a certificate from the President or a Vice President and from the Secretary or Assistant Secretary of BancGroup dated as of the Closing certifying that:

(a) the Board of Directors of BancGroup has duly adopted resolutions approving the substantive terms of this Agreement and authorizing the consummation of the transactions contemplated by this Agreement and such resolutions have not been amended or modified and remain in full force and effect;

(b) each person executing this Agreement on behalf of BancGroup is an officer of BancGroup holding the office or offices specified therein and the signature of each person set forth on such certificate is his or her genuine signature;

(c) the certificate of incorporation and bylaws of BancGroup referenced in section 4.4 hereof remain in full force and effect;

(d) such persons have no knowledge of a basis for any material claim, in any court or before any Agency or arbitration or otherwise against, by or affecting BancGroup or the business, prospects, condition (financial or otherwise), or Assets of BancGroup which would prevent the performance of this Agreement or the transactions contemplated by this Agreement or declare the same unlawful or cause the rescission thereof;

(e) to such persons' knowledge, the Proxy Statement delivered to Acquired Bank's shareholders, or any amendments or revisions thereto so delivered, as of the date thereof, did not contain or incorporate by reference any untrue statement of a material fact or omit to state any material fact required to be stated therein or necessary to make the statements therein not misleading in light of the circumstances under which they were made (it being understood that such persons need not express a statement as to information concerning or provided by Acquired Bank for inclusion in such Proxy Statement); and

(f) the conditions set forth in this Article 9 insofar as they relate to BancGroup have been satisfied.

9.4 Opinion of Counsel. Acquired Bank shall have received an opinion of Miller, Hamilton, Snider & Odom, L.L.C., counsel to BancGroup, dated as of the Closing, substantially in the form set forth in Exhibit B hereto.

9.5 NYSE Listing. The shares of BancGroup Common Stock to be issued under this Agreement shall have been approved for listing on the NYSE.

9.6 Other Matters. There shall have been furnished to such counsel for Acquired Bank certified copies of such corporate records of BancGroup and copies of such other documents as such counsel may reasonably have requested for such purpose.

9.7 Material Events. There shall have been no determination by the board of directors of Acquired Bank that the transactions contemplated by this Agreement have become impractical because of any state of war, declaration of a banking moratorium in the United States or a general suspension of trading on the NYSE or any other exchange on which BancGroup Common Stock may be traded.

9.8 Fairness Opinion. Acquired Bank shall have received prior to the mailing of the Proxy Statement from Allen C. Ewing & Co. a letter setting forth its opinion that the Merger Consideration to be received by the shareholders of Acquired Bank under the terms of this Agreement is fair to them from a financial point of view, and such opinion shall not have been withdrawn as of the Effective Date.

ARTICLE 10

CONDITIONS TO OBLIGATIONS OF BANCGROUP

The obligations of BancGroup to cause the transactions contemplated by this Agreement to be consummated shall be subject to the satisfaction on or before the Effective Date of all of the following conditions except as BancGroup may waive such conditions in writing:

10.1 Representations, Warranties and Covenants. Notwithstanding any investigation made by or on behalf of BancGroup, all representations and warranties of Acquired Bank contained in this Agreement shall be true in all material respects on and as of the Effective Date as if such representations and warranties were made on and as of the Effective Date, and Acquired Bank shall have performed in all material respects all agreements and covenants required by this Agreement to be performed by it on or prior to the Effective Date.

10.2 Adverse Changes. There shall have been no changes after the date of the most recent balance sheet provided under section 5.4(a)(i) hereof in the results of operations (as compared with the corresponding period of the prior fiscal year), Assets, Liabilities, financial condition, or affairs of Acquired Bank which constitute a Material Adverse Effect, nor shall there have been any material changes in the Laws governing the business of Acquired Bank which would impair BancGroup's rights pursuant to this Agreement.

10.3 Closing Certificate. In addition to any other deliveries required to be delivered hereunder, BancGroup shall have received a certificate from Acquired Bank executed by the President or Vice President and from the Secretary or Assistant Secretary of Acquired Bank dated as of the Closing certifying that:

(a) the Board of Directors of Acquired Bank has duly adopted resolutions approving the substantive terms of this Agreement and authorizing the consummation of the transactions contemplated by this Agreement and such resolutions have not been amended or modified and remain in full force and effect;

(b) the shareholders of Acquired Bank have duly adopted resolutions approving the substantive terms of the Merger and the transactions contemplated thereby and such resolutions have not been amended or modified and remain in full force and effect;

(c) each person executing this Agreement on behalf of Acquired Bank is an officer of Acquired Bank holding the office or offices specified therein and the signature of each person set forth on such certificate is his or her genuine signature;

(d) the articles of incorporation and bylaws of Acquired Bank and the Bank referenced in section 5.8 hereof remain in full force and effect and have not been amended or modified since the date hereof;

(e) to such persons' knowledge, the Proxy Statement delivered to Acquired Bank's shareholders, or any amendments or revisions thereto so delivered, as of the date thereof, did not contain or incorporate by reference any untrue statement of a material fact or omit to state any material fact required to be stated therein or necessary to make the statements therein not misleading in light of the circumstances under which they were made (it being understood that such persons need only express a statement as to information concerning or provided by Acquired Bank for inclusion in such Proxy Statement); and

(f) the conditions set forth in this Article 10 insofar as they relate to Acquired Bank have been satisfied.

10.4 Opinion of Counsel. BancGroup shall have received an opinion of Smith, Mackinnon, Greeley, Bowdoin & Edwards, P.A., counsel to Acquired Bank, dated as of the Closing, substantially as set forth in Exhibit C hereto.

10.5 Controlling Shareholders. Each shareholder of Acquired Bank who may be an "affiliate" of Acquired Bank, within the meaning of Rule 145 of the general rules and regulations under the 1933 Act shall have executed and delivered an agreement satisfactory to BancGroup to the effect that such person shall not make a "distribution" (within the meaning of Rule 145) of the Common Stock which he receives upon the Effective Date and that such Common Stock will be held subject to all applicable provisions of the 1933 Act and the rules and regulations of the SEC thereunder, and that such person will not sell or otherwise reduce risk relative to any shares of BancGroup Common Stock received in the Merger until financial results concerning at least 30 days of post-Merger combined operations have been published by BancGroup within the meaning of Section 201.01 of the SEC's Codification of Financial Reporting Policies. Acquired Bank recognizes and acknowledges that BancGroup Common Stock issued to such persons may bear a legend evidencing the agreement described above.

10.6 Other Matters. There shall have been furnished to counsel for BancGroup certified copies of such corporate records of Acquired Bank and copies of such other documents as such counsel may reasonably have requested for such purpose.

10.7 Dissenters. The number of shares as to which shareholders of Acquired Bank have exercised dissenters rights of appraisal under section 3.6 does not exceed 10 percent of the outstanding shares of common stock of Acquired Bank.

10.8 Material Events. There shall have been no determination by the board of directors of BancGroup that the transactions contemplated by this Agreement have become impractical because of any state of war, declaration of a banking moratorium in the United States or general suspension of trading on the NYSE or any exchange on which BancGroup Common Stock may be traded.

10.9 Pooling of Interests. BancGroup shall have received the written opinion of Coopers & Lybrand L.L.P., that the Merger will qualify for the pooling of interests method of accounting under generally accepted accounting principles.

10.10 Employment Agreements. An Employment Agreement, in the form of the employment agreement attached hereto as Exhibit D, shall have been executed by Joseph V. Marto, Jr. Employment Agreements, in the form of the employment agreements attached hereto as Exhibits E and F, shall have been executed by P. Bryan Fulmer and James S. Tharpe, respectively.

10.11 Non-Competition Agreements. The directors of Acquired Bank shall have executed an agreement with BancGroup containing, among other things, a two year non-competition agreement. A form of this agreement is attached hereto as Exhibit A.

ARTICLE 11

TERMINATION OF REPRESENTATIONS AND WARRANTIES

All representations and warranties provided in Articles 4 and 5 of this Agreement or in any closing certificate pursuant to Articles 9 and 10 shall terminate and be extinguished at and shall not survive the Effective Date. All covenants, agreements and undertakings required by this Agreement to be performed by any Party hereto following the Effective Date shall survive such Effective Date and be binding upon such Party. If the Merger is not consummated, all representations, warranties, obligations, covenants, or agreements hereunder or in any certificate delivered hereunder relating to the transaction which is not consummated shall be deemed to be terminated or extinguished, except that the last sentence of 7.4, and Sections 7.2, 13.3, 13.4, Article 11, Article 15, and any applicable definitions of Article 14, shall survive. Items disclosed in the Exhibits and Schedules attached hereto are incorporated into this Agreement and form a part of the representations, warranties, covenants or agreements to which they relate. Information provided in such Exhibits and Schedules is provided only in response to the specific section of this Agreement which calls for such information.

ARTICLE 12

NOTICES

All notices, requests, demands and other communications under this Agreement shall be in writing and shall be deemed to have been duly given at the time given or mailed, first class postage prepaid:

(a) If to Acquired Bank to Joseph V. Marto, Jr., at Prime Bank of Central Florida, 1801 West Hibiscus Boulevard, Melbourne, Florida 32901, facsimile (407) 984-1229, with copies to John P. Greeley, Esq., Smith, Mackinnon, Greeley, Bowdoin & Edwards, P.A., Suite 800 Citrus Center, 255 South Orange Avenue, Orlando, Florida 32801, facsimile 407-843-2448, or as may otherwise be specified by Acquired Bank in writing to BancGroup.

(b) If to BancGroup, to W. Flake Oakley, IV, One Commerce Street, Suite 803, Montgomery, Alabama, 36104, facsimile (334) 240-5069, with copies to William A. McCrary, Esquire, One Commerce Street, Suite 303, Montgomery, Alabama 36104, facsimile (334) 240-5069, and Willard H. Henson, Esquire, Miller, Hamilton, Snider & Odom, L.L.C., One Commerce Street, Suite 305, Montgomery, Alabama 36104, facsimile (334) 265-4533, or as may otherwise be specified in writing by BancGroup to Acquired Bank.

ARTICLE 13 AMENDMENT OR TERMINATION

13.1 Amendment. This Agreement may be amended by the mutual consent of BancGroup and Acquired Bank before or after approval of the transactions contemplated herein by the shareholders of Acquired Bank.

13.2 Termination. This Agreement may be terminated at any time prior to or on the Effective Date whether before or after action thereon by the shareholders of Acquired Bank, as follows:

(a) by the mutual consent of the respective boards of directors of Acquired Bank and BancGroup;

(b) by the board of directors of either Party (provided that the terminating Party is not then in material breach of any representation, warranty, covenant, or other agreement contained in this Agreement) in the event of a material breach by the other Party of any representation or warranty contained in this Agreement which cannot be or has not been cured within thirty (30) days after the giving of written notice to the breaching Party of such breach and which breach would provide the non-breaching Party the ability to refuse to consummate the Merger under the standard set forth in section 10.1 of this Agreement in the case of BancGroup and section 9.1 of this Agreement in the case of Acquired Bank;

(c) by the board of directors of either Party (provided that the terminating Party is not then in material breach of any representation, warranty, covenant, or other agreement contained in this Agreement) in the event of a material breach by the other Party of any covenant or agreement contained in this Agreement which cannot be or has not been cured within thirty (30) days after the giving of written notice to the breaching Party of such breach, or if any of the conditions to the obligations of such Party contained in this Agreement in Article 9 as to Acquired Bank or Article 10 as to BancGroup shall not have been satisfied in full;

(d) by the board of directors of either BancGroup or Acquired Bank if all transactions contemplated by this Agreement shall not have been consummated on or prior to December 31, 1998, if the failure to consummate the transactions provided for in this Agreement on or before such date is not caused by any breach of this Agreement by the Party electing to terminate pursuant to this section 13.2(d); or

(e) upon payment to BancGroup of the fee as provided in Section 13.4 hereof.

13.3 Damages. In the event of termination pursuant to section 13.2, Acquired Bank and BancGroup shall not be liable for damages for any breach of warranty or representation contained in this Agreement made in good faith, and, in that case, the expenses incurred shall be borne as set forth in section 15.1 hereof.

13.4 Acquisition Proposal; Termination and Fee. During the term of this Agreement, if (i) an Acquisition Proposal (other than the Merger contemplated by this Agreement) is submitted to and approved by the shareholders of Acquired Bank at any time prior to the Effective Date; or (ii) an Acquisition Proposal (other than the Merger contemplated by this Agreement) is received by Acquired Bank or is made directly to the shareholders of Acquired Bank at any time prior to the termination of this Agreement under Section 13.2(b), (c), or (d) (except for a termination by Acquired Bank for a breach of this Agreement by BancGroup) and, in the case of (i) or (ii), such Acquisition Proposal is closed,, then Acquired Bank shall pay to BancGroup a termination fee in an amount equal to \$750,000 in cash, as liquidated damages, and not as a penalty, and, upon the payment in full thereof, this Agreement shall be terminated and no Party shall have any further liability under this Agreement (except as set forth in Section 13.3). The obligations of the Parties under this Section 13.4 shall survive the termination of this Agreement.

ARTICLE 14 DEFINITIONS

(a) The following terms, which are capitalized in this Agreement, shall have the meanings set forth below for the purpose of this Agreement:

ABCA	The Alabama Business Corporation Act.
Acquired Bank	Prime Bank of Central Florida, a Florida state bank.
Acquired Bank Company	Shall mean Acquired Bank, any Subsidiary of Acquired Bank, or any person or entity acquired as a Subsidiary of Acquired Bank in the future and owned by Acquired Bank at the Effective Date.

Acquired Bank Options	Options respecting the issuance of a maximum of 51,500 shares of Acquired Bank common stock pursuant to Acquired Bank's stock option plans.
Acquired Bank Stock	Shares of common stock, par value \$1.00 per share, of Acquired Bank.
Acquisition Proposal	Shall mean, with respect to a Party, any tender offer or exchange offer or any proposal for a merger, acquisition of all of the stock or assets of, or other business combination involving such Party or any of its Subsidiaries or the acquisition of a substantial equity interest in, or a substantial portion of the assets of, such Party or any of its Subsidiaries.
Agencies	Shall mean, collectively, the Federal Trade Commission, the United States Department of Justice, the Board of the Governors of the Federal Reserve System, the Federal Deposit Insurance Corporation, the Office of Thrift Supervision, all state regulatory agencies having jurisdiction over the Parties and their respective Subsidiaries, HUD, the VA, the FHA, the GNMA, the FNMA, the FHLMC, the NYSE, and the SEC.
Agreement	Shall mean this Agreement and Plan of Merger and the Exhibits and Schedules delivered pursuant hereto and incorporated herein by reference.
Assets	Of a Person shall mean all of the assets, properties, businesses and rights of such Person of every kind, nature, character and description, whether real, personal or mixed, tangible or intangible, accrued or contingent, or otherwise relating to or utilized in such Person's business, directly or indirectly, in whole or in part, whether or not carried on the books and records of such Person, and whether or not owned in the name of such Person or any Affiliate of such Person and wherever located.
BancGroup	The Colonial BancGroup, Inc., a Delaware corporation with its principal offices in Montgomery, Alabama.
Closing	The closing of the transactions contemplated hereby as described in section 2.7 of this Agreement.
Code	The Internal Revenue Code of 1986, as amended.

Colonial Bank	An Alabama state banking corporation, which is a wholly owned subsidiary of BancGroup.
Common Stock	BancGroup's Common Stock authorized and defined in the restated certificate of incorporation of BancGroup, as amended.
Consent	Any consent, approval, authorization, clearance, exemption, waiver, or similar affirmation by any Person pursuant to any Contract, Law, Order, or Permit.
Contract	Any written or oral agreement, arrangement, authorization, commitment, contract, indenture, instrument, lease, obligation, plan, practice, restriction, understanding or undertaking of any kind or character, or other document to which any Person is a party or that is binding on any Person or its capital stock, Assets or business.
Default	Shall mean (i) any breach or violation of or default under any Contract, Order or Permit, (ii) any occurrence of any event that with the passage of time or the giving of notice or both would constitute a breach or violation of or default under any Contract, Order or Permit, or (iii) any occurrence of any event that with or without the passage of time or the giving of notice would give rise to a right to terminate or revoke, change the current terms of, or renegotiate, or to accelerate, increase, or impose any Liability under, any Contract, Order or Permit.
Effective Date	Means the date and time at which the Merger becomes effective as defined in section 2.7 hereof.
Environmental Laws	Means the laws, regulations and governmental requirements referred to in section 5.23 hereof.
ERISA	The Employee Retirement Income Security Act of 1974, as amended.
Exchange Ratio	The ratio obtained by dividing \$41.44 by the Market Value.
Exhibits	A through F, inclusive, shall mean the Exhibits so marked, copies of which are attached to this Agreement. Such Exhibits are hereby incorporated by reference herein and made a part

hereof, and may be referred to in this Agreement and any other related instrument or document without being attached hereto.

FBC

The Florida Banking Code.

FFIEC

The Federal Financial Institutions Examination Council

Knowledge

Means the actual knowledge (or the knowledge which should have been obtained) after due investigation and inquiry of the Chairman, President, Chief Financial Officer, or any Senior or Executive Vice President of BancGroup, in the case of knowledge of BancGroup. In the case of Acquired Bank it means the actual knowledge (or the knowledge which should have been obtained) after due investigation and inquiry by the Chairman, President, Chief Financial Officer, or any other Executive Officer of Acquired Bank, in the case of knowledge of Acquired Bank.

Law

Any code, law, ordinance, regulation, reporting or licensing requirement, rule, or statute applicable to a Person or its Assets, Liabilities or business, including those promulgated, interpreted or enforced by any Agency.

Liability

Any direct or indirect, primary or secondary, liability, indebtedness, obligation, penalty, cost or expense (including costs of investigation, collection and defense), deficiency, guaranty or endorsement of or by any Person (other than endorsements of notes, bills, checks, and drafts presented for collection or deposit in the ordinary course of business) of any type, whether accrued, absolute or contingent, liquidated or unliquidated, matured or unmatured, or otherwise.

Lien

Any conditional sale agreement, default of title, easement, encroachment, encumbrance, hypothecation, infringement, lien, mortgage, pledge, reservation, restriction, security interest, title retention or other security arrangement, or any adverse right or interest, charge, or claim of any nature whatsoever of, on, or with respect to any property or property interest, other than (i) Liens for current property Taxes not yet due and payable, (ii) for depository institution Subsidiaries of a Party, pledges to secure deposits and other Liens incurred in the ordinary course of the banking business, and (iii) Liens in the form of easements and restrictive covenants on real

property which do not materially adversely affect the use of such property by the current owner thereof.

Litigation

Any action, arbitration, complaint, criminal prosecution, governmental or other examination or investigation, hearing, inquiry, administrative or other proceeding relating to or affecting a Party, its business, its Assets (including Contracts related to it), or the transactions contemplated by this Agreement.

Loan Property

Any property owned by the Party in question or by any of its Subsidiaries or in which such Party or Subsidiary holds a security interest, and, where required by the context, includes the owner or operator of such property, but only with respect to such property.

Loss

Any and all direct or indirect payments, obligations, recoveries, deficiencies, fines, penalties, interest, assessments, losses, diminution in the value of Assets, damages, punitive, exemplary or consequential damages (including, but not limited to, lost income and profits and interruptions of business), liabilities, costs, expenses (including without limitation, reasonable attorneys' fees and expenses, and consultant's fees and other costs of defense or investigation), and interest on any amount payable to a third party as a result of the foregoing.

Market Value

Shall represent the per share market value of the BancGroup Common Stock at the Effective Date and shall be determined by calculating the average of the closing prices of the Common Stock of BancGroup as reported by the NYSE on each of the ten (10) consecutive trading days ending on the trading day five trading days preceding the Effective Date. Regardless of such average, the Market Value shall be deemed to be no less than \$28.26 and no greater than \$38.24.

material

For purposes of this Agreement shall be determined in light of the facts and circumstances of the matter in question; provided that any specific monetary amount stated in this Agreement shall determine materiality in that instance.

Material Adverse Effect

On a Party shall mean an event, change or occurrence which has a material adverse impact on (i) the financial position,

Assets, business, or results of operations of such Party and its Subsidiaries, taken as a whole, or (ii) the ability of such Party to perform its obligations under this Agreement or to consummate the Merger or the other transactions contemplated by this Agreement, provided that "material adverse impact" shall not be deemed to include the impact of (x) changes in banking and similar laws of general applicability or interpretations thereof by courts or governmental authorities, (y) changes in generally accepted accounting principles or regulatory accounting principles generally applicable to banks and their holding companies, and (z) the Merger and compliance with the provisions of this Agreement on the operating performance of the Parties.

Merger	The merger of Acquired Bank with Colonial Bank as contemplated in this Agreement.
Merger Consideration	The distribution of BancGroup Common Stock for each share of Acquired Bank Stock (and cash for fractional shares) as provided in section 3.1(a) hereof.
NYSE	The New York Stock Exchange.
Order	Any administrative decision or award, decree, injunction, judgment, order, quasi-judicial decision or award, ruling, or writ of any federal, state, local or foreign or other court, arbitrator, mediator, tribunal, administrative agency or Agency.
Party	Shall mean Acquired Bank, or BancGroup, and "Parties" shall mean Acquired Bank, Colonial Bank and BancGroup.
Permit	Any federal, state, local, and foreign governmental approval, authorization, certificate, easement, filing, franchise, license, notice, permit, or right to which any Person is a party or that is or may be binding upon or inure to the benefit of any Person or its securities, Assets or business.
Person	A natural person or any legal, commercial or governmental entity, such as, but not limited to, a corporation, general partnership, joint venture, limited partnership, limited liability company, trust, business association, group acting in concert, or any person acting in a representative capacity.

Proxy Statement	The proxy statement used by Acquired Bank to solicit the approval of its shareholders of the transactions contemplated by this Agreement, which shall include the prospectus of BancGroup relating to the issuance of the BancGroup Common Stock to the shareholders of Acquired Bank.
Registration Statement	The registration statement on Form S-4, or such other appropriate form, to be filed with the SEC by BancGroup, and which has been agreed to by Acquired Bank, to register the shares of BancGroup Common Stock offered to shareholders of Acquired Bank pursuant to his Agreement, including the Proxy Statement.
Resulting Corporation	Colonial Bank, as the surviving corporation resulting from the Merger.
SEC	United States Securities and Exchange Commission.
Shareholders Meeting	The special meeting of shareholders of Acquired Bank called to approve the transactions contemplated by this Agreement.
Subsidiaries	Shall mean all those corporations, banks, associations, or other entities of which the entity in question owns or controls 5% or more of the outstanding equity securities either directly or through an unbroken chain of entities as to each of which 5% or more of the outstanding equity securities is owned directly or indirectly by its parent; provided, however, there shall not be included any such entity acquired through foreclosure or any such entity the equity securities of which are owned or controlled in a fiduciary capacity.
Tax or Taxes	Means any federal, state, county, local, foreign, and other taxes, assessments, charges, fares, and impositions, including interest and penalties thereon or with respect thereto.
1933 Act	The Securities Act of 1933, as amended.
1934 Act	The Securities Exchange Act of 1934, as amended.

ARTICLE 15

MISCELLANEOUS

15.1 Expenses. Each Party hereto shall bear its own legal, auditing, trustee, investment banking, regulatory and other expenses in connection with this Agreement and the transactions contemplated hereby.

15.2 Benefit. This Agreement shall inure to the benefit of and be binding upon Acquired Bank, Colonial Bank and BancGroup, and their respective successors. This Agreement shall not be assignable by any Party without the prior written consent of the other Party.

15.3 Governing Law. This Agreement shall be governed by, and construed in accordance with the Laws of the State of Alabama.

15.4 Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed to constitute an original. Each such counterpart shall become effective when one counterpart has been signed by each Party thereto.

15.5 Headings. The headings of the various articles and sections of this Agreement are for convenience of reference only and shall not be deemed a part of this Agreement or considered in construing the provisions thereof.

15.6 Severability. Any term or provision of this Agreement that is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining terms and provisions thereof or affecting the validity or enforceability of such provision in any other jurisdiction, and if any term or provision of this Agreement is held by any court of competent jurisdiction to be void, voidable, invalid or unenforceable in any given circumstance or situation, then all other terms and provisions, being severable, shall remain in full force and effect in such circumstance or situation and the term or provision shall remain valid and in effect in any other circumstances or situation.

15.7 Construction. Use of the masculine pronoun herein shall be deemed to refer to the feminine and neuter genders and the use of singular references shall be deemed to include the plural and vice versa, as appropriate. No inference in favor of or against any Party shall be drawn from the fact that such Party or such Party's counsel has drafted any portion of this Agreement.

15.8 Return of Information. In the event of termination of this Agreement prior to the Effective Date, each Party shall return to the other, without retaining copies thereof, all confidential or non-public documents, work papers and other materials obtained from the other Party in connection with the transactions contemplated in this Agreement and shall keep such information confidential, not disclose such information to any other person or entity, and not use such information in connection with its business.

15.9 Equitable Remedies. The parties hereto agree that, in the event of a breach of this Agreement by either Party, the other Party may be without an adequate remedy at law owing to the

unique nature of the contemplated transactions. In recognition thereof, in addition to (and not in lieu of) any remedies at law that may be available to the non-breaching Party, the non-breaching Party shall be entitled to obtain equitable relief, including the remedies of specific performance and injunction, in the event of a breach of this Agreement by the other Party, and no attempt on the part of the non-breaching Party to obtain such equitable relief shall be deemed to constitute an election of remedies by the non-breaching Party that would preclude the non-breaching Party from obtaining any remedies at law to which it would otherwise be entitled.

15.10 Attorneys' Fees. If any Party hereto shall bring an action at law or in equity to enforce its rights under this Agreement (including an action based upon a misrepresentation or the breach of any warranty, covenant, agreement or obligation contained herein), the prevailing Party in such action shall be entitled to recover from the other Party its costs and expenses incurred in connection with such action (including fees, disbursements and expenses of attorneys and costs of investigation).

15.11 No Waiver. No failure, delay or omission of or by any Party in exercising any right, power or remedy upon any breach or Default of any other Party shall impair any such rights, powers or remedies of the Party not in breach or Default, nor shall it be construed to be a waiver of any such right, power or remedy, or an acquiescence in any similar breach or Default; nor shall any waiver of any single breach or Default be deemed a waiver of any other breach or default theretofore or thereafter occurring. Any waiver, permit, consent or approval of any kind or character on the part of any Party of any provisions of this Agreement must be in writing and be executed by the Parties to this Agreement and shall be effective only to the extent specifically set forth in such writing.

15.12 Remedies Cumulative. All remedies provided in this Agreement, by law or otherwise, shall be cumulative and not alternative.

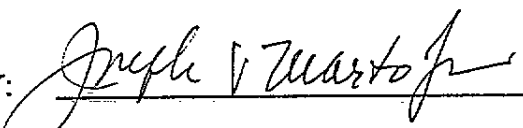
15.13 Entire Contract. This Agreement and the documents and instruments referred to herein constitute the entire contract between the parties to this Agreement and supersede all other understandings with respect to the subject matter of this Agreement.

IN WITNESS WHEREOF, Acquired Bank and BancGroup have caused this Agreement to be signed by their respective duly authorized officers as of the date first above written.

ATTEST:

PRIME BANK OF CENTRAL FLORIDA

BY: 

BY: 

ITS: Secretary Treasurer


ITS: Chairman, President and CEO

(CORPORATE SEAL)

ATTEST:

THE COLONIAL BANCGROUP, INC.

BY: 

BY: 

ITS: Assistant Secretary

ITS: Chief Financial Officer

(CORPORATE SEAL)

ATTEST:

COLONIAL BANK

BY: 

BY: 

ITS: Assistant Secretary

ITS: Chief Financial Officer

(CORPORATE SEAL)

EXHIBIT A

AGREEMENT

This Agreement (the "Agreement") is made and entered into as of May ____, 1998 by and between _____, who is a shareholder and may be an "affiliate" of Prime Bank of Central Florida ("Acquired Bank") within the meaning of Rule 145 under the Securities Act of 1933, as amended (the "1933 Act"), and The Colonial BancGroup ("BancGroup") with regard to the following:

A. Acquired Bank, Colonial Bank and BancGroup have entered into an Agreement and Plan of Merger, dated May ____, 1998 (the "Merger Agreement"), providing for the merger of Acquired Bank with and into Colonial Bank (the "Merger") and for the payment of consideration of Acquired Bank shareholders in the form of BancGroup common stock, par value \$2.50 (the "BancGroup Common Stock").

B. Shareholder has the power to vote or direct the voting of the shares of Acquired Bank common stock identified on Annex I hereto (such shares, together with all shares of Acquired Bank common stock subsequently acquired by Shareholder during the term of this Agreement being referred to collectively as the "Shares").

C. In order to induce BancGroup to enter into the Merger Agreement and in consideration of the substantial expenses incurred and to be incurred by BancGroup in connection therewith, Shareholder has agreed to enter into and perform this Agreement solely in such person's capacity as a Shareholder of Acquired Bank and not as a director and/or officer of Acquired Bank.

NOW THEREFORE, for good and valuable consideration, the receipt, sufficiency and adequacy of which are hereby acknowledged, the parties hereto agree as follows:

1. Agreement to Vote Shares. Shareholder shall vote or cause to be voted the Shares in favor of adoption and approval of the principal terms of the Merger Agreement and the Merger and all transactions relating thereto and against any business combination or other reorganization of any kind involving Acquired Bank or its subsidiaries with any entity other than BancGroup at every meeting of Shareholders of Acquired Bank at which such matters are considered and at every adjournment thereof, provided that the foregoing is subject to Shareholder's receipt of the Proxy Statement, as defined in the Merger Agreement.

2. No Voting Trusts. Shareholder agrees that Shareholder will not, nor will Shareholder permit any entity directly or indirectly controlled by him, to place any Shares in a voting trust or subject the Shares to any agreement, arrangement or understanding with respect to the voting of the Shares inconsistent with this Agreement.

3. Sales of Stock. Shareholder agrees not (i) to sell, transfer, pledge or otherwise dispose of or reduce risk relative to the Shares during the period commencing 30 days prior to the Effective Time of the Merger, (ii) to sell, transfer, pledge or otherwise dispose of any shares of BancGroup Common Stock received by Shareholder in the Merger until after such time as results covering at least 30 days of combined operations of BancGroup and Acquired Bank have been published by BancGroup, (iii) make a "distribution" within the meaning of Rule 145 under the 1933 Act of the BancGroup Common Stock received by Shareholder in the Merger, or (iv) sell, transfer, pledge or otherwise dispose of shares of BancGroup Common Stock received by Shareholder in the Merger, except pursuant to all applicable provisions of the 1933 Act and the rules and regulations of the Securities and Exchange Commission promulgated thereunder.

4. Business Protection and Non-Competition. The provisions of this Section 4 shall apply only to those Directors who are not also Employees of an Acquired Bank Company. Neither Shareholder nor any corporation, partnership, trust or other entity controlled by Shareholder, directly or indirectly, shall:

4.1 at any time following the Effective Time of the Merger, without the prior written consent of BancGroup, disclose confidential information regarding Acquired Bank or BancGroup to any third parties, except as required by law, regulation or court order, in the defense of litigation for which Acquired Bank or BancGroup may be liable, or in any actions relating to this Agreement or the Merger Agreement and the transactions contemplated hereby or thereby; or

4.2 for a period of two years, at any time following the Effective Time of the Merger, solicit, directly or indirectly, on its own behalf or on behalf of any other person or entity, management personnel employed by BancGroup or any of its subsidiaries immediately after the Effective Time of the Merger for employment with any other business.

4.3 for a period of two years from the Effective Time of the Merger (i) engage in the banking business (which term shall include the business of savings and loan institutions, credit unions and other such financial institutions but not the financial planning or investment advisory business if not conducted as an employee, consultant or agent of a financial institution) other than on behalf of BancGroup or its affiliates within the Designated Area (as hereinafter defined), (ii) directly or indirectly own, manage, operate, control, be employed by, or provide management or consulting services in any capacity to any firm, corporation or other entity (other than BancGroup or its affiliates) engaged in banking business in the Designated Area, (iii) solicit business that Acquired Bank does with its customers or (iv) directly or indirectly solicit or otherwise intentionally cause any employee, officer or member of the respective Boards of Directors of BancGroup or Acquired Bank or any of their affiliates to engage in any action prohibited under (i) or (ii) of this paragraph 4.3; provided that the ownership of Shareholder as an investor of not more than five percent of the outstanding shares of stock of any corporation whose stock is listed for trading on any securities exchange or is quoted on the automated quotation system of the National Association of Securities Dealers, Inc., or the shares of any investment company as defined in Section 3 of the Investment Company Act of 1940, as amended, shall not in itself constitute a violation of Shareholder's

obligations under this paragraph 4.3. As used herein, "Designated Area" shall mean the Florida county of Brevard and the counties contiguous thereto. It is acknowledged by the parties that this paragraph 4.3 shall not be deemed to restrict a Shareholder who is also an attorney from providing bona fide legal services to any person or institution.

5. Specific Performance and Remedies. Shareholder acknowledges that it will be impossible to measure in money the damages to BancGroup if Shareholder fails to comply with the obligations imposed by this Agreement and that, in the event of any such failure, BancGroup will not have an adequate remedy at law or in damages. Accordingly, Shareholder agrees that injunctive relief or other equitable remedy, in addition to remedies at law or in damages, is the appropriate remedy for any such failure and will not oppose the granting of such relief on the basis that BancGroup has an adequate remedy at law. In addition to all other rights or remedies which BancGroup may have against Shareholder in the event of a default in Shareholder's performance of Shareholder's obligations under this Agreement, Shareholder shall be liable to BancGroup for all reasonable litigation costs and attorneys' fees incurred by BancGroup in connection with the enforcement of any of its rights or remedies against Shareholder. In addition, after discussing the matter with Shareholder, BancGroup shall have the right to inform any third party that BancGroup reasonably believes to be, or to be contemplating, participating with Shareholder or receiving from Shareholder assistance in violation of this Agreement, of the terms of this Agreement and of the rights of BancGroup hereunder, and that participation by any such persons with Shareholder in activities in violation of Director Agreement with BancGroup set forth in this Agreement may give rise to claims by BancGroup against such third party.

6. Term of Agreement; Termination. The term of this Agreement shall commence on the date hereof and such term and this Agreement shall terminate upon the earlier to occur of (i) the Effective Time of the Merger, and (ii) the date on which the Merger Agreement is terminated in accordance with its terms. Such termination shall not affect the provisions of Sections 3 and 4, which shall continue according to their terms and the enforceability of which under the other provisions of this Agreement shall also continue. Termination shall not relieve any party from liability for any breach of this Agreement prior to such termination.

7. Entire Agreement. This Agreement supersedes all prior agreements, written or oral, among the parties hereto with respect to the subject matter hereof and contains the entire agreement among the parties with respect to the subject matter hereof. This Agreement may not be amended, supplemented or modified, and no provisions hereof may be modified or waived, except by an instrument in writing signed by each party hereto. No waiver of any provisions hereof by either party shall be deemed a continuing waiver of any provision hereof by such party.

8. Notices. All notices, requests, claims, demands or other communications hereunder shall be in writing and shall be deemed given when delivered personally, upon receipt of a transmission confirmation if sent by telecopy or like transmission and on the next business day when sent by a reputable overnight courier service to the parties at the following addresses (or at such other address for a party as shall be specified by like notice):

If BancGroup, to:

The Colonial BancGroup
One Commerce Street, Suite 803
Montgomery, AL 36104
Facsimile: (334) 240-5069
Attention: W. Flake Oakley, IV
William A. McCrary

With copies to:

Miller, Hamilton, Snider & Odom
One Commerce Street, Suite 305
Montgomery, AL 36104
Facsimile: (334) 265-4533
Attention: Willard H. Henson

If to Shareholder, to:

With copies to:

Telecopier: _____
Attention: _____

9. Miscellaneous.

9.1 Severability. If any provision of this Agreement or the application of such provision to any person or circumstances shall be held invalid or unenforceable by a court of competent jurisdiction, such provision or application shall be unenforceable only to the extent of such invalidity or unenforceability, and the remainder of the provision held invalid or unenforceable and the application of such provision to persons or circumstances, other than the party as to which it is held invalid, and the remainder of this Agreement, shall not be effected.

9.2 Capacity. The covenants contained herein shall apply to Shareholder solely in his or her capacity as a Shareholder of Acquired Bank, and no covenant contained herein shall apply to Shareholder in his or her capacity as a director and/or officer of Acquired Bank.

9.3 Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original but all of which together shall constitute one and the same instrument.

9.4 Headings. All Section headings herein are for convenience of reference only and are not part of this Agreement, and no construction or reference shall be derived therefrom.

9.5 Choice of Law. This Agreement shall be deemed a contract made under, and for all purposes shall be construed in accordance with, the laws of the State of Alabama, without reference to its conflicts of law principles.

9.6 Definitions. Terms not otherwise defined herein shall have the meanings assigned in the Merger Agreement.

9.7 WAIVER OF JURY TRIAL. EACH OF THE PARTIES HERETO HEREBY IRREVOCABLY WAIVES ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY LEGAL PROCEEDING ARISING OUT OF OR RELATED TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the year and day first above written.

THE COLONIAL BANCGROUP, INC.

By: _____
Its: _____

(Print or Type Name)

(Signature)

EXHIBIT B

FORM OF OPINION OF COUNSEL FOR BANCGROUP

(i) BancGroup is a corporation duly incorporated, validly existing and based solely upon a certificate of good standing issued by the Secretary of State of Delaware dated _____, is in good standing under the laws of the State of Delaware with full corporate power and authority to carry on its business as now conducted. Colonial Bank is a wholly-owned subsidiary of BancGroup and is a banking corporation duly incorporated, validly existing and in good standing under the laws of Alabama with full corporate power and authority to carry on its business as now conducted;

(ii) The Agreement has been duly authorized, approved and adopted by all requisite corporate action of the boards of directors of BancGroup and Colonial Bank, these being the only corporate authorizations required under BancGroup's and Colonial Bank's certificates of incorporation, bylaws and applicable law, has been duly executed and delivered by BancGroup and Colonial Bank, and constitutes a valid and legally binding agreement of BancGroup enforceable in accordance with its terms;

(iii) The execution, delivery and performance by BancGroup of the Agreement will not violate the restated certificate of incorporation or bylaws of BancGroup and, to our knowledge, will not violate, result in a breach of, or constitute a default under any material lease, loan agreement, indenture, mortgage, deed of trust or other material agreement or instrument known to us to which BancGroup is a party;

(iv) All consents, approvals, authorizations or orders required to be obtained by BancGroup for the consummation of the transactions contemplated by the Agreement have been obtained;

(v) The shares of BancGroup Common Stock to be issued pursuant to the Agreement are duly authorized and will be when so issued, validly issued and outstanding, fully paid and nonassessable;

(vi) The authorized, issued and outstanding shares of capital stock of BancGroup are as stated in the Agreement, all of which are validly issued, fully paid and nonassessable and not issued in violation of the preemptive rights of any stockholder;

(vii) To our knowledge, there is no action, suit, proceeding or investigation pending or currently threatened against BancGroup which questions the validity of the Agreement or the right of BancGroup to enter into the Agreement, or to consummate the transactions contemplated thereby, or which might result, either individually or in the aggregate, in any changes in the assets, condition,

affairs or prospects of BancGroup which are materially adverse to BancGroup, financially or otherwise, or any change in the current equity ownership of BancGroup. To our knowledge, BancGroup is not a party to nor is BancGroup subject to the provisions of any currently effective order, writ, injunction or decree of any court or government agency or instrumentality.

(viii) To our knowledge, BancGroup is in compliance with all applicable Federal, state, municipal and other political subdivision or governmental agency statutes, ordinances and regulations in every applicable jurisdiction, in respect of the ownership of its properties and the conduct of its business, including, without limitation, antitrust and fair trade practice laws. To our knowledge, there are no investigations, audits or other proceedings by any Federal, state or municipal governmental agency pending or threatened against BancGroup.

(ix) To our knowledge, BancGroup is not in default under any term or condition of any instrument evidencing, creating or securing any material indebtedness of BancGroup and there has been no default in any material obligation to be performed by BancGroup under any other material contract, lease, agreement, commitment or undertaking to which it is a party or by which it or its assets or properties are bound; nor has BancGroup waived any material right under any such contract, lease, agreement, commitment or undertaking.

(x) The Registration Statement has become effective and, to our knowledge, no stop order suspending its effectiveness has been issued nor have any proceedings for that purpose been instituted; and

(xi) The Registration Statement complies us to form in all material respects with the requirements of the Securities Act and the rules and regulations promulgated thereunder. We do not know of any contracts or other documents of a character required to be filed as an exhibit to the Registration Statement, or required to be incorporated by reference into the Prospectus or required to be described in the Registration Statement or Prospectus which has not been filed or incorporated by reference or described as required. While we have made no independent investigation or verification of factual information relating to BancGroup set forth in the Registration Statement, during the course of our representation of BancGroup, nothing has come to our attention to indicate that the Proxy Statement delivered to Acquired Bank's shareholders, or any amendments or revisions thereto so delivered, as of the date thereof, contained or incorporated by reference any untrue statement of a material fact or omitted to state any material fact required to be stated therein or necessary to make the statements therein not misleading in light of the circumstances under which they were made (it being understood that we do not hereby express an opinion as to the financial statements, the notes thereto or other financial or statistical data contained or incorporated by reference in such Registration Statement or as to any information concerning or provided by Acquired Bank for inclusion in the Registration Statement).

EXHIBIT C

(Opinion of Counsel for Acquired Bank)

_____, 1998

The Colonial BancGroup, Inc.
One Commerce Street, Suite 800
Montgomery, AL 36104

Gentlemen:

We have acted as counsel to _____ ("Acquired Bank"), a _____ corporation, in connection with the transactions contemplated by that certain Agreement and Plan of Merger (the "Agreement") dated as of _____, 1998 by and between Acquired Bank and The Colonial BancGroup, Inc. ("BancGroup"). We render this opinion pursuant to section 10.4 of the Agreement. Capitalized terms not otherwise defined in this letter have the definitions set forth in the Agreement.

In connection with our representation of Acquired Bank and in order to render this opinion pursuant to section 10.4 of the Agreement, we have examined such records, agreements, instruments, documents, and certificates of officers and employees of Acquired Bank and of other persons, and such questions of law, as we deemed necessary or appropriate. In all such examinations, we have assumed the genuineness of all signatures, the authenticity of all documents submitted to us as originals and the conformity to the original documents of documents submitted to us as certified or photostatic copies. We have relied on certificates issued to us by the secretaries of state and other appropriate government officials of the various states in which Acquired Bank is incorporated or qualified and, except as expressly set forth in any such documents or hereinafter, we have assumed the authority of the person or persons who have executed any such documents on behalf of any person or persons, state or any other entity.

Based upon the foregoing and subject to the limitations, qualifications and assumptions set forth herein, we are of the opinion that:

1. Acquired Bank is a corporation duly organized, validly existing and in good standing under the laws of _____. Acquired Bank (the "Bank") is a _____ bank duly chartered, organized, validly existing and in good standing under the laws of _____, and is a wholly owned subsidiary of Acquired Bank. Acquired Bank has the full corporate power and authority to own its properties and to conduct its business as now conducted. The Bank is an "insured institution" as defined in the Federal Deposit Insurance Act and applicable regulations thereunder, and its deposits are insured by the _____ Insurance Fund, to the extent provided by applicable law.

The Colonial Bank

1998

Page _____

2. Acquired Bank has the requisite corporate power and authority to execute, deliver and perform its undertakings and obligations under the Agreement and to consummate the transactions provided for therein. The execution, delivery and performance of the Agreement and the consummation of the transactions provided for therein have been duly and validly authorized by all necessary corporate action with respect thereto on the part of Acquired Bank and its shareholders. The Agreement constitutes a legal, valid and binding obligation of Acquired Bank, enforceable against Acquired Bank in accordance with its terms.

3. The execution, delivery and performance by Acquired Bank of the Agreement will not violate or any provision of Acquired Bank's Articles of Incorporation or Bylaws or, to the best of our knowledge but without independent verification, will not violate, result in a breach of, or constitute a default under any material lease, loan agreement, indenture, mortgage, deed or trust or other material agreement or instrument known to us to which Acquired Bank is a party.

4. The authorized capital stock of Acquired Bank consists of _____ shares of common stock, par value \$ _____ per share (the "Shares"), of which _____ Shares are issued and outstanding. All such issued and outstanding Shares are validly issued, fully paid and nonassessable and are free of preemptive rights.

5. To our knowledge, there is no action, suit, proceeding or investigation pending or currently threatened against Acquired Bank which questions the validity of the Agreement or the right of Acquired Bank to enter into the Agreement, or to consummate the transactions contemplated thereby, or which might result, either individually or in the aggregate, in any changes in the assets, condition, affairs or prospects of Acquired Bank which are materially adverse to Acquired Bank, financially or otherwise, or any change in the current equity ownership of Acquired Bank. To our knowledge, Acquired Bank is not a party to nor is Acquired Bank subject to the provisions of any currently effective order, writ, injunction or decree of any court or government agency or instrumentality.

6. To our knowledge, Acquired Bank is in compliance with all applicable Federal, state, municipal and other political subdivision or governmental agency statutes, ordinances and regulations in every applicable jurisdiction, in respect of the ownership of its properties and the conduct of its business, including, without limitation, antitrust and fair trade practice laws. To our knowledge, there are no investigations, audits or other proceedings by any Federal, state or municipal governmental agency pending or threatened against Acquired Bank.

7. To our knowledge, Acquired Bank is not in default under any term or condition of any instrument evidencing, creating or securing any material indebtedness of Acquired Bank, and there has been no default in any material obligation to be performed by Acquired Bank under any other material contract, lease, agreement, commitment or undertaking to which it is a party or by which it

The Colonial Bank

_____, 1998

Page _____

or its assets or properties are bound; nor has Acquired Bank waived any material right under any such contract, lease, agreement, commitment or undertaking.

Our opinion concerning the validity, binding effect and enforceability of the Agreement means that: (a) the Agreement constitutes an effective contract under applicable law; (b) the Agreement is not invalid in its entirety because of a specific statutory prohibition or public policy, and is not subject in its entirety to a contractual defense; and (c) subject to the last sentence of this paragraph, some remedies are available if Acquired Bank is in material default under the Agreement. This opinion does not mean that (a) any particular remedy is available upon a material default, or (b) every provision of the Agreement will be upheld or enforced in any circumstance by a court. Furthermore, the validity, binding effect, and the enforceability of the Agreement may be limited or otherwise affected by (a) bankruptcy, insolvency, reorganization, moratorium, fraudulent conveyance or other similar statutes, rules and regulations, or other laws affecting the enforcement of creditors rights and remedies generally, and (b) the unavailability of, or limitation on the availability of, a particular right or remedy (whether in a proceeding in equity or at law) because of an equitable principle or a requirement as to commercial reasonableness, conscionability or good faith.

We are licensed to practice only in the State of _____, and our opinions expressed herein are limited to the application of laws in the State of _____ and the Federal laws of the United States of America, and do not extend to any laws of any other state or nation.

The opinions rendered herein are as of the date hereof. We assume no obligation, and specifically disclaim any responsibility, to update or supplement these opinions to reflect any facts which hereafter may come to our attention or any changes in facts or law subsequent to the date hereof.

These opinions have been furnished to you at your request, and we consider them to be a confidential communication which may not be furnished, reproduced, distributed, or disclosed to anyone without our prior written consent. These opinions are rendered solely for your information and assistance in connection with the transactions contemplated in the Agreement. They may not be relied upon by any other person or for any other purpose without our prior written consent.

Very truly yours,

By: _____

EXHIBIT D

EMPLOYMENT AGREEMENT

THIS AGREEMENT ("Agreement") is made and entered into as of the ____ day of _____, 1998, by and between Colonial Bank, an Alabama banking corporation and a wholly owned subsidiary of The Colonial BancGroup, Inc., a Delaware corporation ("BancGroup"), and Joseph V. Marto, Jr. ("Executive"), a resident of the State of Florida.

PREAMBLE

This Agreement is entered into pursuant to an Agreement and Plan of Merger dated as of May ____, 1998 (the "Merger Agreement") by and among BancGroup, Colonial Bank and Prime Bank of Central Florida ("Acquired Bank"). Executive currently serves as President and Chief Executive Officer of Acquired Bank, which is located in Titusville, Florida. Capitalized terms used herein that are not defined herein shall have the same meanings given to such terms in the Merger Agreement.

In consideration of the mutual covenants and agreements contained herein and in the Merger Agreement, and effective with the Effective Date, Colonial Bank and Executive hereby agree as follows:

ARTICLE ONE

EMPLOYMENT

1.1 **Employment of Executive.** Commencing on the Effective Date, Colonial Bank shall employ Executive as an executive officer of its Central Florida Region. Executive shall be furnished with office space, and such other facilities and services as shall be suitable to the Executive's position and adequate for the performance of the Executive's duties. Further, Executive shall have such duties, responsibilities and authority consistent with those normally attending such a position.

Executive shall exercise all reasonable and necessary care in the performance of such duties and shall undertake such other tasks as may be required from time to time by the Chairman and Chief Executive Officer of Colonial Bank. The title and responsibilities of Executive may be changed at the discretion of Colonial Bank. However, Executive shall remain an executive officer during the course of his employment.

1.2 Compensation and Benefits. Executive shall receive an annual base salary of not less than \$124,000.00, paid bi-weekly. Executive shall also be entitled to receive such adjustments in salary and such discretionary bonuses as may be granted from time to time by Colonial Bank and to participate in Colonial Bank's benefit plans that are available to Executive Officers of Colonial Bank as provided in Section 6.1(f) of the Merger Agreement.

1.3 Automatic Termination. Executive's employment under this Agreement shall be automatically terminated upon his death or Complete Disability (as defined below), whichever shall occur first. Upon such termination, this Agreement shall be of no further force and effect and Executive's salary shall cease. Executive shall be entitled to receive only those benefits which would typically be payable to other Colonial Bank employees in the event of death or disability. "Complete Disability" as used herein shall mean the inability of Executive, due to illness, accident, or any other physical or mental incapacity, to perform the services provided for in this Agreement for an aggregate of one hundred twenty (120) days within any period of twelve (12) consecutive months during the term hereof.

1.4 Confidentiality. Executive shall not, at any time during or after his employment with Colonial Bank, use, disclose, confirm, furnish, or make accessible to anyone, other than in the regular course of the business of Colonial Bank and consistent with the best interests of Colonial Bank and

its affiliates, any knowledge or information of a confidential or secret nature with respect to the business affairs, assets, operations, plans, or know-how of Colonial Bank or its Subsidiaries or affiliates, unless (and only to the extent) such disclosure is required by applicable law or regulations. This Section 1.4 shall be binding upon Executive, and shall inure to the benefit of Colonial Bank, following any termination or expiration of this Agreement.

1.5 Term. Subject to Article Two and section 1.3 hereof, the term of this Agreement shall commence on the Effective Date and shall expire on the date that is the first anniversary of the Effective Date, unless extended by the mutual agreement of the parties.

ARTICLE TWO

TERMINATION

2.1 Termination. Colonial Bank may at any time terminate Executive's employment for cause by giving written notice (the "Notice") to Executive 15 days before such termination is to be effective.

2.2 Termination for Cause or Voluntary Termination.

(a) The obligation of BancGroup to pay Executive the compensation set out in Section 1.2 hereof shall not apply if (1) Executive voluntarily ceases to perform his duties for any reason or (2) Colonial Bank terminates Executive's employment for cause. For the purpose of this section 2.2, "cause" shall occur if Executive is suspended by any bank regulatory agency from participating in the management of Colonial Bank or if Executive commits any one or more of the following acts.

- (i) Willful damage of Colonial Bank's or BancGroup's property, business reputation or goodwill;

- (ii) The commission of a felony;
- (iii) Theft, fraud, embezzlement or any other act of moral turpitude or deliberate neglect of duties with Colonial Bank; or
- (iv) The use of alcohol or drugs if Executive is prevented thereby from efficiently performing his duties as an employee of Colonial Bank.

Cause, if any, shall be specified in the notice given under section 2.1 hereof.

ARTICLE THREE

COVENANT NOT TO COMPETE

Executive covenants and agrees with Colonial Bank, subject to the following sentence and provided that in consideration the Executive is being paid his compensation under Section 1.2, Executive shall not, without the prior written consent of Colonial Bank, directly or indirectly, serve as a consultant to, serve as a management official of, or be or become a major stockholder of any financial institution (other than BancGroup or one of its Subsidiaries) then having an office in Brevard County, Florida or any contiguous county. The prohibition in the foregoing sentence shall apply during the remainder of the term of this Agreement as specified in section 1.5 provided that Executive is being paid his compensation under Section 1.2. For the purposes of the covenants contained in this Article Three, the following terms shall have the following respective meanings:

- (a) The term "management official" shall refer to service of any type which gives the undersigned the authority to participate, directly or indirectly, in policy-making functions of the financial institution. This includes, but is not limited to, service as an officer, director or advisory director of the financial institution. It is expressly understood that Executive may be deemed a

management official of the financial institution whether or not he holds any official, elected or appointed position with such financial institution.

(b) The term "financial institution" shall refer to any bank, bank holding company, savings and loan association, savings and loan holding company, banking related company or any other similar financial institution which engages in the business of accepting deposits or making loans or which owns or controls a company which engages in the business of accepting deposits or making loans. It is expressly understood that the term "financial institution" shall include the organizers of any financial institution as defined herein who, before or after the date of this agreement, make application to any appropriate federal or state regulatory authority, for approval to organize but whose application has not been finally approved as of the date hereof.

(c) The term "major stockholder" shall refer to the beneficial ownership of four percent (4%) or more of any class of voting securities of such company or the ownership of four percent (4%) or more of the total equity interest in such company, however denominated.

(d) The time within which this covenant not to compete is applicable shall be tolled if and while Executive is in breach thereof.

ARTICLE FOUR

REASONABLENESS, SEVERABILITY AND REMEDIES

The restrictions contained in Article Three are considered by the parties to be fair and reasonable and necessary for the protection of the legitimate business interests of BancGroup and Colonial Bank, and enforceable in accordance with their terms. The provisions of Article Three as to scope of activities, time and territory shall be construed or limited by the court so as to make them enforceable, if otherwise they were not. Executive agrees that BancGroup and Colonial Bank will

or would suffer irreparable injury if Executive were to violate any of the provisions of Article Three, and that in the event of a breach by him of those provisions, BancGroup and Colonial Bank shall (in addition to all other rights and remedies available to it, including, without limitation, recovery of damages) be entitled to an injunction restraining him from such breach and to no longer be obligated to make the payments otherwise due and payable to him under this Agreement.

ARTICLE FIVE

MISCELLANEOUS

5.1 Modification and Waiver. Any term or condition of this Agreement may be waived at any time by the party hereto that is entitled to the benefit thereof; provided, however, that no such waiver of any breach or default hereunder is to be implied from the omission of the other party to take any action on account thereof. A waiver on one occasion shall not be deemed to be a waiver of the same or of any other breach or default on a subsequent occasion. This Agreement may be modified or amended only by a writing signed by both Colonial Bank and Executive.

5.2 Governing Law. This Agreement shall be governed by and construed and enforced in accordance with the law of the State of Alabama. The parties agree and acknowledge that this Agreement is being formed in Montgomery, Alabama. Venue for the purpose of any dispute arising under this Agreement shall be the state or federal courts of Montgomery Court, Alabama.

5.3 Successors and Assigns. This Agreement requires the personal services of, and shall not be assignable by, Executive. This Agreement shall be binding upon, and shall inure to the benefit of, Colonial Bank and its successors and assigns.

5.4 Section Captions. Section captions contained in this Agreement are for reference purposes only and are not intended to describe, interpret, define, or limit the scope of this Agreement or any provision hereof.

5.5 Severability. Every provision of this Agreement is intended to be severable. If any term of provision is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity of the remainder of this Agreement.

5.6 Integrated Agreement. This Agreement constitutes the entire understanding and agreement between the parties hereto with respect to the subject matter hereof, and there are no agreements, understandings, restrictions, representations, or warranties between the parties other than those set forth or provided for herein.

5.7 Attorney's Fees. In the event of any litigation between the parties to enforce the terms of this Agreement, the prevailing party shall be entitled to recover, from the other party, any and all reasonable attorney's fees and court costs incurred in enforcing such terms.

5.8 Interpretation. No provision of this Agreement is to be interpreted for or against any party because that party or that party's legal representative drafted such provision.

5.9 Jury Trial. The parties hereby knowingly, voluntarily and intentionally waive the right any of them may have to a trial by jury in respect of any litigation based hereon or arising out of, under or in connection with this Agreement and any documents contemplated to be executed in conjunction herewith, or any course of conduct, course of dealing, statements (whether verbal or written) or actions of any party. This provision is a material inducement for the parties acceptance of this Agreement.

5.10 Notices. Any notices required to be given hereunder shall be in writing and shall be deemed to have been duly given when personally delivered or deposited in the United States mail, certified or registered, return receipt requested, postage prepaid, addressed to the parties and their counsel at their respective addresses listed below:

If to Colonial Bank: Colonial Bank
Post Office Box 1108
Montgomery, AL 36101

Attention: W. Flake Oakley, Chief Financial Officer
William A. McCrary, Legal Counsel

If to Executive: _____

IN WITNESS WHEREOF, this Agreement has been duly executed under seal and delivered by the respective parties as of the day and year first above written.

AS TO THE UNDERSIGNED,
SIGNED IN THE PRESENCE OF:

ATTEST:

COLONIAL BANK

By: \ _____
Assistant Secretary

By: _____
P. L. McLeod, Jr.
President

[Corporate Seal]

EXHIBIT E

EMPLOYMENT AGREEMENT

THIS AGREEMENT ("Agreement") is made and entered into as of the ____ day of _____, 1998, by and between Colonial Bank, an Alabama banking corporation and a wholly owned subsidiary of The Colonial BancGroup, Inc., a Delaware corporation ("BancGroup"), and P. Bryan Fulmer. ("Executive"), a resident of the State of Florida.

PREAMBLE

This Agreement is entered into pursuant to an Agreement and Plan of Merger dated as of May ____, 1998 (the "Merger Agreement") by and among BancGroup, Colonial Bank and Prime Bank of Central Florida ("Acquired Bank"). Executive currently serves as Senior Vice President and Chief Financial Officer of Acquired Bank, which is located in Titusville, Florida. Capitalized terms used herein that are not defined herein shall have the same meanings given to such terms in the Merger Agreement.

In consideration of the mutual covenants and agreements contained herein and in the Merger Agreement, and effective with the Effective Date, Colonial Bank and Executive hereby agree as follows:

ARTICLE ONE

EMPLOYMENT

1.1 Employment of Executive. Commencing on the Effective Date, Colonial Bank shall employ Executive as an officer of its Central Florida Region. Executive shall be furnished with office space, and such other facilities and services as shall be suitable to the Executive's position and adequate for the performance of the Executive's duties. Further, Executive shall have such duties,

responsibilities and authority consistent with those normally attending such a position. Executive shall exercise all reasonable and necessary care in the performance of such duties and shall undertake such other tasks as may be required from time to time by the Chairman and Chief Executive Officer of Colonial Bank. The title and responsibilities of Executive may be changed at the discretion of Colonial Bank. However, Executive shall remain an executive officer during the course of his employment.

1.2 Compensation and Benefits. Executive shall receive an annual base salary of not less than \$57,000.00, paid bi-weekly. Executive shall also be entitled to receive such adjustments in salary and such discretionary bonuses as may be granted from time to time by Colonial Bank and to participate in Colonial Bank's benefit plans that are available to Executive Officers of Colonial Bank as provided in Section 6.1(f) of the Merger Agreement.

1.3 Automatic Termination. Executive's employment under this Agreement shall be automatically terminated upon his death or Complete Disability (as defined below), whichever shall occur first. Upon such termination, this Agreement shall be of no further force and effect and Executive's salary shall cease. Executive shall be entitled to receive only those benefits which would typically be payable to other Colonial Bank employees in the event of death or disability. "Complete Disability" as used herein shall mean the inability of Executive, due to illness, accident, or any other physical or mental incapacity, to perform the services provided for in this Agreement for an aggregate of one hundred twenty (120) days within any period of twelve (12) consecutive months during the term hereof.

1.4 Confidentiality. Executive shall not, at any time during or after his employment with Colonial Bank, use, disclose, confirm, furnish, or make accessible to anyone, other than in the regular

course of the business of Colonial Bank and consistent with the best interests of Colonial Bank and its affiliates, any knowledge or information of a confidential or secret nature with respect to the business affairs, assets, operations, plans, or know-how of Colonial Bank or its Subsidiaries or affiliates, unless (and only to the extent) such disclosure is required by applicable law or regulations. This Section 1.4 shall be binding upon Executive, and shall inure to the benefit of Colonial Bank, following any termination or expiration of this Agreement.

1.5 **Term.** Subject to Article Two and section 1.3 hereof, the term of this Agreement shall commence on the Effective Date and shall expire on the date that is six (6) months after the Effective Date, unless extended by the mutual agreement of the parties. While the contractual commitment between the parties is limited to the period set out in the previous sentence, it is the hope of both parties that the employment arrangement between Colonial Bank and Executive shall extend beyond the term of the Agreement.

ARTICLE TWO

TERMINATION

2.1 **Termination.** Colonial Bank may at any time terminate Executive's employment for cause by giving written notice (the "Notice") to Executive 15 days before such termination is to be effective.

2.2 **Termination for Cause or Voluntary Termination.**

(a) The obligation of BancGroup to pay Executive the compensation set out in Section 1.2 hereof shall not apply if (1) Executive voluntarily ceases to perform his duties for any reason or (2) Colonial Bank terminates Executive's employment for cause. For the purpose of this section 2.2, "cause" shall occur if Executive is suspended by any bank regulatory agency from

participating in the management of Colonial Bank or if Executive commits any one or more of the following acts.

- (i) Willful damage of Colonial Bank's or BancGroup's property, business reputation or goodwill;
- (ii) The commission of a felony;
- (iii) Theft, fraud, embezzlement or any other act of moral turpitude or deliberate neglect of duties with Colonial Bank; or
- (iv) The use of alcohol or drugs if Executive is prevented thereby from efficiently performing his duties as an employee of Colonial Bank.

Cause, if any, shall be specified in the notice given under section 2.1 hereof.

ARTICLE THREE

COVENANT NOT TO COMPETE

Executive covenants and agrees with Colonial Bank, subject to the following sentence and provided that in consideration the Executive is being paid his compensation under Section 1.2, Executive shall not, without the prior written consent of Colonial Bank, directly or indirectly, serve as a consultant to, serve as a management official of, or be or become a major stockholder of any financial institution (other than BancGroup or one of its Subsidiaries) then having an office in Brevard County, Florida or any contiguous county. The prohibition in the foregoing sentence shall apply during the remainder of the term of this Agreement as specified in section 1.5 provided that Executive is being paid his compensation under Section 1.2. For the purposes of the covenants contained in this Article Three, the following terms shall have the following respective meanings:

(a) The term "management official" shall refer to service of any type which gives the undersigned the authority to participate, directly or indirectly, in policy-making functions of the financial institution. This includes, but is not limited to, service as an officer, director or advisory director of the financial institution. It is expressly understood that Executive may be deemed a management official of the financial institution whether or not he holds any official, elected or appointed position with such financial institution.

(b) The term "financial institution" shall refer to any bank, bank holding company, savings and loan association, savings and loan holding company, banking related company or any other similar financial institution which engages in the business of accepting deposits or making loans or which owns or controls a company which engages in the business of accepting deposits or making loans. It is expressly understood that the term "financial institution" shall include the organizers of any financial institution as defined herein who, before or after the date of this agreement, make application to any appropriate federal or state regulatory authority, for approval to organize but whose application has not been finally approved as of the date hereof.

(c) The term "major stockholder" shall refer to the beneficial ownership of four percent (4%) or more of any class of voting securities of such company or the ownership of four percent (4%) or more of the total equity interest in such company, however denominated.

(d) The time within which this covenant not to compete is applicable shall be tolled if and while Executive is in breach thereof.

ARTICLE FOUR

REASONABLENESS, SEVERABILITY AND REMEDIES

The restrictions contained in Article Three are considered by the parties to be fair and reasonable and necessary for the protection of the legitimate business interests of BancGroup and Colonial Bank, and enforceable in accordance with their terms. The provisions of Article Three as to scope of activities, time and territory shall be construed or limited by the court so as to make them enforceable, if otherwise they were not. Executive agrees that BancGroup and Colonial Bank will or would suffer irreparable injury if Executive were to violate any of the provisions of Article Three, and that in the event of a breach by him of those provisions, BancGroup and Colonial Bank shall (in addition to all other rights and remedies available to it, including, without limitation, recovery of damages) be entitled to an injunction restraining him from such breach and to no longer be obligated to make the payments otherwise due and payable to him under this Agreement.

ARTICLE FIVE

MISCELLANEOUS

5.1 Modification and Waiver. Any term or condition of this Agreement may be waived at any time by the party hereto that is entitled to the benefit thereof, provided, however, that no such waiver of any breach or default hereunder is to be implied from the omission of the other party to take any action on account thereof. A waiver on one occasion shall not be deemed to be a waiver of the same or of any other breach or default on a subsequent occasion. This Agreement may be modified or amended only by a writing signed by both Colonial Bank and Executive.

5.2 Governing Law. This Agreement shall be governed by and construed and enforced in accordance with the law of the State of Alabama. The parties agree and acknowledge that this

Agreement is being formed in Montgomery, Alabama. Venue for the purpose of any dispute arising under this Agreement shall be the state or federal courts of Montgomery Court, Alabama.

5.3 Successors and Assigns. This Agreement requires the personal services of, and shall not be assignable by, Executive. This Agreement shall be binding upon, and shall inure to the benefit of, Colonial Bank and its successors and assigns.

5.4 Section Captions. Section captions contained in this Agreement are for reference purposes only and are not intended to describe, interpret, define, or limit the scope of this Agreement or any provision hereof.

5.5 Severability. Every provision of this Agreement is intended to be severable. If any term of provision is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity of the remainder of this Agreement.

5.6 Integrated Agreement. This Agreement constitutes the entire understanding and agreement between the parties hereto with respect to the subject matter hereof, and there are no agreements, understandings, restrictions, representations, or warranties between the parties other than those set forth or provided for herein.

5.7 Attorney's Fees. In the event of any litigation between the parties to enforce the terms of this Agreement, the prevailing party shall be entitled to recover, from the other party, any and all reasonable attorney's fees and court costs incurred in enforcing such terms.

5.8 Interpretation. No provision of this Agreement is to be interpreted for or against any party because that party or that party's legal representative drafted such provision.

5.9 Jury Trial. The parties hereby knowingly, voluntarily and intentionally waive the right any of them may have to a trial by jury in respect of any litigation based hereon or

arising out of, under or in connection with this Agreement and any documents contemplated to be executed in conjunction herewith, or any course of conduct, course of dealing, statements (whether verbal or written) or actions of any party. This provision is a material inducement for the parties acceptance of this Agreement.

5.10 Notices. Any notices required to be given hereunder shall be in writing and shall be deemed to have been duly given when personally delivered or deposited in the United States mail, certified or registered, return receipt requested, postage prepaid, addressed to the parties and their counsel at their respective addresses listed below:

If to Colonial Bank: Colonial Bank
Post Office Box 1108
Montgomery, AL 36101

Attention: W. Flake Oakley, Chief Financial Officer
William A. McCrary, Legal Counsel

If to Executive:

IN WITNESS WHEREOF, this Agreement has been duly executed under seal and delivered
by the respective parties as of the day and year first above written.

AS TO THE UNDERSIGNED,
SIGNED IN THE PRESENCE OF:

ATTEST:

COLONIAL BANK

By: _____
Assistant Secretary

By: _____
P. L. McLeod, Jr.
President

[Corporate Seal]

EXHIBIT F

EMPLOYMENT AGREEMENT

THIS AGREEMENT ("Agreement") is made and entered into as of the ____ day of _____, 1998, by and between Colonial Bank, an Alabama banking corporation and a wholly owned subsidiary of The Colonial BancGroup, Inc., a Delaware corporation ("BancGroup"), and James S. Tharpe ("Executive"), a resident of the State of Florida.

PREAMBLE

This Agreement is entered into pursuant to an Agreement and Plan of Merger dated as of May ____, 1998 (the "Merger Agreement") by and among BancGroup, Colonial Bank and Prime Bank of Central Florida ("Acquired Bank"). Executive currently serves as Senior Vice President and Chief of Lending Officer of Acquired Bank, which is located in Titusville, Florida. Capitalized terms used herein that are not defined herein shall have the same meanings given to such terms in the Merger Agreement.

In consideration of the mutual covenants and agreements contained herein and in the Merger Agreement, and effective with the Effective Date, Colonial Bank and Executive hereby agree as follows:

ARTICLE ONE

EMPLOYMENT

1.1 **Employment of Executive.** Commencing on the Effective Date, Colonial Bank shall employ Executive as an officer of its Central Florida Region. Executive shall be furnished with office space, and such other facilities and services as shall be suitable to the Executive's position and adequate for the performance of the Executive's duties. Further, Executive shall have such duties,

responsibilities and authority consistent with those normally attending such a position. Executive shall exercise all reasonable and necessary care in the performance of such duties and shall undertake such other tasks as may be required from time to time by the Chairman and Chief Executive Officer of Colonial Bank. The title and responsibilities of Executive may be changed at the discretion of Colonial Bank. However, Executive shall remain an executive officer during the course of his employment.

1.2 Compensation and Benefits. Executive shall receive an annual base salary of not less than \$66,795.00, paid bi-weekly. Executive shall also be entitled to receive such adjustments in salary and such discretionary bonuses as may be granted from time to time by Colonial Bank and to participate in Colonial Bank's benefit plans that are available to Executive Officers of Colonial Bank as provided in Section 6.1(f) of the Merger Agreement.

1.3 Automatic Termination. Executive's employment under this Agreement shall be automatically terminated upon his death or Complete Disability (as defined below), whichever shall occur first. Upon such termination, this Agreement shall be of no further force and effect and Executive's salary shall cease. Executive shall be entitled to receive only those benefits which would typically be payable to other Colonial Bank employees in the event of death or disability. "Complete Disability" as used herein shall mean the inability of Executive, due to illness, accident, or any other physical or mental incapacity, to perform the services provided for in this Agreement for an aggregate of one hundred twenty (120) days within any period of twelve (12) consecutive months during the term hereof.

1.4 Confidentiality. Executive shall not, at any time during or after his employment with Colonial Bank, use, disclose, confirm, furnish, or make accessible to anyone, other than in the regular

course of the business of Colonial Bank and consistent with the best interests of Colonial Bank and its affiliates, any knowledge or information of a confidential or secret nature with respect to the business affairs, assets, operations, plans, or know-how of Colonial Bank or its Subsidiaries or affiliates, unless (and only to the extent) such disclosure is required by applicable law or regulations. This Section 1.4 shall be binding upon Executive, and shall inure to the benefit of Colonial Bank, following any termination or expiration of this Agreement.

1.5 Term. Subject to Article Two and section 1.3 hereof, the term of this Agreement shall commence on the Effective Date and shall expire on the date that is six (6) months after the Effective Date, unless extended by the mutual agreement of the parties. While the contractual commitment between the parties is limited to the period set out in the previous sentence, it is the hope of both parties that the employment arrangement between Colonial Bank and Executive shall extend beyond the term of the Agreement.

ARTICLE TWO

TERMINATION

2.1 Termination. Colonial Bank may at any time terminate Executive's employment for cause by giving written notice (the "Notice") to Executive 15 days before such termination is to be effective.

2.2 Termination for Cause or Voluntary Termination.

(a) The obligation of BancGroup to pay Executive the compensation set out in Section 1.2 hereof shall not apply if (1) Executive voluntarily ceases to perform his duties for any reason or (2) Colonial Bank terminates Executive's employment for cause. For the purpose of this section 2.2, "cause" shall occur if Executive is suspended by any bank regulatory agency from

participating in the management of Colonial Bank or if Executive commits any one or more of the following acts.

- (i) Willful damage of Colonial Bank's or BancGroup's property, business reputation or goodwill;
- (ii) The commission of a felony;
- (iii) Theft, fraud, embezzlement or any other act of moral turpitude or deliberate neglect of duties with Colonial Bank; or
- (iv) The use of alcohol or drugs if Executive is prevented thereby from efficiently performing his duties as an employee of Colonial Bank.

Cause, if any, shall be specified in the notice given under section 2.1 hereof.

ARTICLE THREE

COVENANT NOT TO COMPETE

Executive covenants and agrees with Colonial Bank, subject to the following sentence and provided that in consideration the Executive is being paid his compensation under Section 1.2, Executive shall not, without the prior written consent of Colonial Bank, directly or indirectly, serve as a consultant to, serve as a management official of, or be or become a major stockholder of any financial institution (other than BancGroup or one of its Subsidiaries) then having an office in Brevard County, Florida or any contiguous county. The prohibition in the foregoing sentence shall apply during the remainder of the term of this Agreement as specified in section 1.5 provided that Executive is being paid his compensation under Section 1.2. For the purposes of the covenants contained in this Article Three, the following terms shall have the following respective meanings:

(a) The term "management official" shall refer to service of any type which gives the undersigned the authority to participate, directly or indirectly, in policy-making functions of the financial institution. This includes, but is not limited to, service as an officer, director or advisory director of the financial institution. It is expressly understood that Executive may be deemed a management official of the financial institution whether or not he holds any official, elected or appointed position with such financial institution.

(b) The term "financial institution" shall refer to any bank, bank holding company, savings and loan association, savings and loan holding company, banking related company or any other similar financial institution which engages in the business of accepting deposits or making loans or which owns or controls a company which engages in the business of accepting deposits or making loans. It is expressly understood that the term "financial institution" shall include the organizers of any financial institution as defined herein who, before or after the date of this agreement, make application to any appropriate federal or state regulatory authority, for approval to organize but whose application has not been finally approved as of the date hereof.

(c) The term "major stockholder" shall refer to the beneficial ownership of four percent (4%) or more of any class of voting securities of such company or the ownership of four percent (4%) or more of the total equity interest in such company, however denominated.

(d) The time within which this covenant not to compete is applicable shall be tolled if and while Executive is in breach thereof.

ARTICLE FOUR

REASONABLENESS, SEVERABILITY AND REMEDIES

The restrictions contained in Article Three are considered by the parties to be fair and reasonable and necessary for the protection of the legitimate business interests of BancGroup and Colonial Bank, and enforceable in accordance with their terms. The provisions of Article Three as to scope of activities, time and territory shall be construed or limited by the court so as to make them enforceable, if otherwise they were not. Executive agrees that BancGroup and Colonial Bank will or would suffer irreparable injury if Executive were to violate any of the provisions of Article Three, and that in the event of a breach by him of those provisions, BancGroup and Colonial Bank shall (in addition to all other rights and remedies available to it, including, without limitation, recovery of damages) be entitled to an injunction restraining him from such breach and to no longer be obligated to make the payments otherwise due and payable to him under this Agreement.

ARTICLE FIVE

MISCELLANEOUS

5.1 Modification and Waiver. Any term or condition of this Agreement may be waived at any time by the party hereto that is entitled to the benefit thereof; provided, however, that no such waiver of any breach or default hereunder is to be implied from the omission of the other party to take any action on account thereof. A waiver on one occasion shall not be deemed to be a waiver of the same or of any other breach or default on a subsequent occasion. This Agreement may be modified or amended only by a writing signed by both Colonial Bank and Executive.

5.2 Governing Law. This Agreement shall be governed by and construed and enforced in accordance with the law of the State of Alabama. The parties agree and acknowledge that this

Agreement is being formed in Montgomery, Alabama. Venue for the purpose of any dispute arising under this Agreement shall be the state or federal courts of Montgomery Court, Alabama.

5.3 Successors and Assigns. This Agreement requires the personal services of, and shall not be assignable by, Executive. This Agreement shall be binding upon, and shall inure to the benefit of, Colonial Bank and its successors and assigns.

5.4 Section Captions. Section captions contained in this Agreement are for reference purposes only and are not intended to describe, interpret, define, or limit the scope of this Agreement or any provision hereof.

5.5 Severability. Every provision of this Agreement is intended to be severable. If any term of provision is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity of the remainder of this Agreement.

5.6 Integrated Agreement. This Agreement constitutes the entire understanding and agreement between the parties hereto with respect to the subject matter hereof, and there are no agreements, understandings, restrictions, representations, or warranties between the parties other than those set forth or provided for herein.

5.7 Attorney's Fees. In the event of any litigation between the parties to enforce the terms of this Agreement, the prevailing party shall be entitled to recover, from the other party, any and all reasonable attorney's fees and court costs incurred in enforcing such terms.

5.8 Interpretation. No provision of this Agreement is to be interpreted for or against any party because that party or that party's legal representative drafted such provision.

5.9 Jury Trial. The parties hereby knowingly, voluntarily and intentionally waive the right any of them may have to a trial by jury in respect of any litigation based hereon or

arising out of, under or in connection with this Agreement and any documents contemplated to be executed in conjunction herewith, or any course of conduct, course of dealing, statements (whether verbal or written) or actions of any party. This provision is a material inducement for the parties acceptance of this Agreement.

5.10 Notices. Any notices required to be given hereunder shall be in writing and shall be deemed to have been duly given when personally delivered or deposited in the United States mail, certified or registered, return receipt requested, postage prepaid, addressed to the parties and their counsel at their respective addresses listed below:

If to Colonial Bank: Colonial Bank
Post Office Box 1108
Montgomery, AL 36101

Attention: W. Flake Oakley, Chief Financial Officer
William A. McCrary, Legal Counsel

If to Executive:

IN WITNESS WHEREOF, this Agreement has been duly executed under seal and delivered
by the respective parties as of the day and year first above written.

AS TO THE UNDERSIGNED,
SIGNED IN THE PRESENCE OF:

ATTEST:

COLONIAL BANK

By: _____
Assistant Secretary

By: _____
P. L. McLeod, Jr.
President

[Corporate Seal]