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MERGER OR SHARE EXCHANGE

Riverside National Bank of Florida

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**ARTICLES OF MERGER
OF
FIRST COMMUNITY BANK
INTO
RIVERSIDE NATIONAL BANK OF FLORIDA**

Pursuant to the provisions of Sections 607.1101 and 607.1105 of the Florida Business Corporation Act, First Community Bank, a Florida chartered commercial bank ("First Bank") and Riverside National Bank of Florida, a national banking association organized under the laws of the United States of America (the "Survivor"), adopt the following Articles of Merger for the purpose of merging First Bank with and into the Survivor.

FIRST: The Agreement and Plan Merger is attached hereto as Exhibit A.

SECOND: The Agreement and Plan of Merger was approved by the unanimous written consent of the sole shareholder of Survivor on May 18, 2006.

THIRD: The Agreement and Plan Merger was approved by the unanimous written consent of the sole shareholder of First Bank on August 18, 2006.

FOURTH: The merger to which these Articles relate shall become effective as of 6:01 P.M. prevailing local time in Tallahassee, Florida, on August 18, 2006.

(Signatures appear on following page)

IN WITNESS WHEREOF, these Articles of Merger have been executed on behalf of the parties hereto as of the 17th day of August, 2006.

FIRST COMMUNITY BANK

By: 
Timothy W. Englert, President

SEVERSIDE NATIONAL BANK OF FLORIDA

By: 
Cynthia A. Robbins, President

EXHIBIT A

SUBSIDIARY BANK PLAN AND AGREEMENT OF MERGER

THIS SUBSIDIARY BANK PLAN AND AGREEMENT OF MERGER, dated as of this 4th day of April, 2006, by and between Riverside National Bank of Florida, a national banking association having its principal banking office at 1600 South Federal Highway, Ft. Pierce, Florida 34950 ("RNB"), and First Community Bank, a commercial bank chartered under the laws of the state of Florida ("Bank"), having its principal banking office at 21 8 Charles Richard Beall Blvd., De Bary, Florida 32713.

WHEREAS, RNB is a wholly owned subsidiary of Riverside Banking Company ("RBC"), a bank holding company registered under the Bank Holding Company Act of 1956, as amended; and

WHEREAS, the Bank is a wholly owned subsidiary of First Community Bank Holding Corporation ("First Community"), a registered bank holding company; and

WHEREAS, RBC, RBC Acquisition, a wholly owned subsidiary of RBC ("Acquisition"), Bank, and First Community have entered into Agreement of Plan and Merger (the "Merger Agreement") pursuant to which Acquisition will be merged with and into First Community, with First Community surviving such merger, and pursuant to which each outstanding share of the common stock, \$.01 par value, of First Community will automatically and without further action be converted into the right to receive cash equal to \$30.1425; and

WHEREAS, the Merger Agreement contemplates that Bank will not be continued as a separate subsidiary of First Community following consummation of the merger of First Community and Acquisition, and that Bank shall be merged into RNB;

NOW, THEREFORE, in consideration of the premises, and the mutual covenants and agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. At the effective time (as hereinafter defined), Bank shall be merged with and into RNB (the "Merger"), and RNB shall be the national banking association resulting from such Merger (the "Resulting Bank"). The Resulting Bank shall continue to operate under the name "Riverside National Bank of Florida" and under the charter, articles of association and bylaws of RNB as in effect at the Effective Time, until such charter, articles of association or bylaws may be changed or amended in accordance with the provisions of the National Bank Act. Deposit accounts of Bank shall be converted into deposit accounts at RNB as the successor institution.

2. The established offices and facilities of RNB and Bank immediately prior to the Merger shall be the offices and facilities of the resulting bank following the merger. The principal banking office of RNB as the Resulting Bank shall continue to be 1600 South Federal Highway, Ft. Pierce, Florida 34950.

3. At the Effective Time, the separate corporate existence of Bank shall cease and RNB

as the Resulting Bank shall succeed to and possess all of the properties, rights, powers, privileges, franchises, patents, trademarks, licenses, registrations, and other assets of every kind and description of Bank, and shall be subject to, and be responsible for, all debts, liabilities, and obligations of Bank, all without further act or deed, and in accordance with the applicable provisions of the National Bank Act.

4. The authorized capital stock of RNB, as the Resulting Bank, shall not change as a result of the Merger, and shall be 250,000 shares of common stock, \$15.00 par value, of which 237,600 are outstanding as of the date hereof.

5. At the Effective Time, each of the 477,065 shares of the common stock, \$5.00 par value, of Bank authorized, issued and outstanding as of the Effective Time shall be cancelled and extinguished, and shall be marked "cancelled in merger" as of the Effective Time. No shares of the common stock, \$15.00 par value, of RNB shall be issued in exchange for the outstanding shares of Bank.

The merger of Bank with and into RNB shall have no effect upon the shares of the common stock, \$15.00 par value of RNB issued and outstanding as of the Effective Time, each of which shall continue to represent one share of the common stock of RNB.

6. Subject to qualification of directors as required by applicable statutes, the Board of Directors and the officers of the Resulting Bank at the Effective Time shall consist of all the persons who are directors and officers of RNB immediately prior to the Effective Time, and the Board of Directors of RNB will consider adding one member of the Board of Directors of Bank identified by the Board of Directors of Bank and reasonably acceptable to RBC and RNB to serve until the first annual meeting of RNB after the Effective Time or until their successors are duly elected and qualified.

7. The merger of Bank into RNB shall be conditioned upon: (i) the receipt of the approval of the Office of the Comptroller of the Currency and any other regulatory agency having jurisdiction of the merger contemplated hereby; (ii) the receipt of the approvals of the merger contemplated hereby from RBC and First Community, the sole shareholders of RNB and Bank, respectively; and (iii) the effectiveness, not later than simultaneously with the effectiveness of the merger contemplated hereby, of the merger of Acquisition with and into First Community.

8. Notwithstanding anything to the contrary contained herein, and irrespective of any regulatory or shareholder approvals of the merger contemplated hereby, in the event that the Merger Agreement is terminated and the merger of Acquisition with and into First Community contemplated thereby is terminated, abandoned or otherwise cancelled, then this Agreement shall be terminated and of no further force and effect.

9. Subject to the terms and upon satisfaction of all requirements of law and the conditions specified in this Agreement, the Merger shall become effective, and the Effective Time of the Merger shall occur, at the date and time specified in the approval of the effectiveness of the Merger issued by the OCC (the "Effective Date"); provided, however, that the Effective

Time shall not occur prior to the consummation of the merger of Acquisition with and into First Community.

10. This Agreement shall be governed in all respects by the laws of the State of Florida, except to the extent that federal law shall apply.

11. This Agreement may be executed in two or more counterparts which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed by their respective officers thereunto duly authorized and their respective corporate seals to be affixed hereto, all as of the date first above written.

ATTEST: [SEAL]

RIVERSIDE NATIONAL BANK

Al. S. Pollock Sr.
Name: Al. S. Pollock Sr.
Title: Secretary

[Signature]
Name: [Signature]
Title: [Signature]

ATTEST: [SEAL]

FIRST COMMUNITY BANK

Name:
Title: Secretary

Timothy W. Englert, President & CEO

Time shall not occur prior to the consummation of the merger of Acquisition with and into First Community.

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ATTEST: [SEAL]

RIVERSIDE NATIONAL BANK


Name:
Title: Secretary

ATTEST: [SEAL]

FIRST COMMUNITY BANK



Name:
Title: Secretary CFO



Name:
Title: Secretary