

PO1000094075

SHUTTS
&
BOWEN

LLP

ATTORNEYS AND COUNSELLORS AT LAW

Rod Jones
407-835-6906

rjones@shutts-law.com

February 11, 2002

Ms. Karon Beyer
Division of Corporations
409 East Gaines Street
Tallahassee, Florida 32399

VIA FEDERAL EXPRESS

**Re: Articles of Share Exchange between
Columbia County Bank and
First Columbia Bancorp, Inc.**

800004911488--9
-02/12/02--01036--015
*****78.75 *****78.75

Dear Ms. Beyer:

As discussed in our recent telephone conversation, enclosed please find the following:

1. Articles of share exchange between Columbia County Bank (the "Bank") and First Columbia Bancorp, Inc. (the "Company").
2. Shutts & Bowen's check in the amount of \$78.75 in payment of (i) the prescribed fee for filing the articles, and (ii) the return of one certified copy.

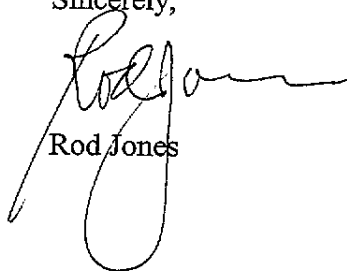
Pursuant to Article Fifth of the articles of share exchange, the share exchange transaction between the Bank and the Company is to be effective as of the close of business on the day the articles are filed with the Department of State. It would be helpful in this regard if the enclosed articles could be filed on Friday, February 15, 2002.

FILED
SECRETARY OF STATE
DIVISION OF CORPORATIONS
2002 FEB 15 AM 9:01

Ms. Karon Beyer
February 11, 2002
Page 2

Thank you for your assistance in this regard. Should you have questions concerning any aspect of the foregoing or the enclosures, please do not hesitate to call me.

Sincerely,

A handwritten signature in black ink, appearing to read "Rod Jones", with a large, stylized loop at the bottom.

Rod Jones

Enclosures

cc: Mr. Alex Hager
Mr. Bruce A. Naylor
Mr. Nathan O. Botts

ORLDOCS 10108035.1 RJ

ARTICLES OF SHARE EXCHANGE BETWEEN

FILED
SECRETARY OF STATE
DIVISION OF CORPORATIONS

COLUMBIA COUNTY BANK AND

2002 FEB 15 AM 9:00

FIRST COLUMBIA BANCORP, INC.

The following Articles of Share Exchange between COLUMBIA COUNTY BANK and FIRST COLUMBIA BANCORP, INC., are filed in accordance with the provisions of Sections 607.1102 and 607.1105, Florida Statutes.

FIRST: The acquired corporation is Columbia County Bank, a Florida banking corporation. The street address of its main office and principal place of business is 127 West Hillsboro Street, Lake City, Florida, and its Florida corporate document number is 005448.

SECOND: The acquiring corporation is First Columbia Bancorp, Inc., a Florida corporation. The street address of its principal place of business is 127 West Hillsboro Street, Lake City, Florida 32055, and its Florida corporate document number is P01000094075.

THIRD: The attached Agreement and Plan of Share Exchange (the "Agreement"), which provides for the exchange of the shares of the Columbia County Bank for the shares of First Columbia Bancorp, Inc. (the "Exchange"), was duly adopted by the Board of Directors of Columbia County Bank on March 12, 2001, and was approved by the shareholders of Columbia County Bank on April 30, 2001. The number of shares voted in favor of the Agreement and the Exchange was sufficient for approval, and no shareholders exercised their dissenters' rights. The Agreement was duly adopted by the Board of Directors of First Columbia Bancorp, Inc., on September 17, 2001, and no approval of the Agreement or the Exchange by the shareholders of First Columbia Bancorp, Inc., was required.

FOURTH: Upon consummation of the Exchange, Columbia County Bank will become a wholly owned subsidiary of First Columbia Bancorp, Inc.

FIFTH: The Exchange shall be effective as of the close of business on the date these Articles of Share Exchange are accepted for filing by the Florida Department of State.

COLUMBIA COUNTY BANK,
a Florida banking corporation

FIRST COLUMBIA BANCORP, INC.,
a Florida corporation

By: 

Bruce A. Naylor
President and CEO

By: 

Gordon P. Summers, Jr.
Chairman

AGREEMENT AND PLAN OF SHARE EXCHANGE

15th This Agreement and Plan of Share Exchange (the "Agreement") is made and entered into this day of OCTOBER, 2001, by and between COLUMBIA COUNTY BANK, a Florida banking corporation (the "Bank"), and FIRST COLUMBIA BANCORP, INC., a Florida corporation (the "Holding Company").

WITNESSETH:

WHEREAS, the Holding Company has been formed for the purpose of acquiring each share of the issued and outstanding common stock, par value \$100.00 per share, of the Bank (the "Bank Stock"), in exchange for one (1) share of the common stock, par value \$1.00 per share, of the Holding Company (the "Holding Company Stock"), pursuant to Section 607.1102 of the Florida Business Corporation Act (the "Exchange"); and

WHEREAS, the Board of Directors of the Bank believes that the Exchange would be in the best interests of the Bank and its shareholders;

NOW, THEREFORE, in consideration of the mutual promises set forth herein, the parties hereby agree as follows:

1. Terms of Exchange. Subject to the terms and conditions of this Agreement, on the Effective Date (as defined below), the Holding Company shall issue one share of the Holding Company Stock in exchange for each outstanding share of the Bank Stock pursuant to Section 607.1102 of the Florida Business Corporation Act.
2. Effective Date. Promptly after the fulfillment of each of the conditions set forth in Section 6 hereof, the parties shall prepare and file Articles of Share Exchange with the Secretary of State of the State of Florida. The effective date (the "Effective Date") of the Exchange shall be the date on which the Articles of Share Exchange are accepted for filing by the Secretary of State of the State of Florida.

3. Covenants of the Holding Company.

A. The Holding Company shall use its best efforts to take all actions necessary to consummate the Exchange, including, but not limited to the preparation and filing of all notices, applications for approval and other filings with governmental agencies required to consummate the Exchange and shall bear all expenses associated with the Exchange.

B. After the consummation of the Exchange, the Holding Company shall

promptly notify the shareholders of the Bank who have not exercised their dissenters rights of the procedure for surrendering the certificates representing their Bank Stock and for receiving certificates representing their Holding Company Stock.

4. Covenants of the Bank. The Bank shall utilize its best efforts to take all actions necessary to consummate the Exchange, including, but not limited to, the following: (i) submitting this Agreement and the Exchange to the Bank's shareholders for their consideration and approval; (ii) soliciting proxies in connection with such meeting in favor of the Exchange; (iii) making all filings with any governmental agencies required to consummate the Exchange; and (iv) cooperating with the Holding Company in preparing and filing any required notices, applications or other filings with respect to the issuance of the Holding Company Stock in connection with the Exchange.

5. Certain Securities Matters. The certificates representing shares of the Holding Company Stock to be issued to affiliates of the Bank pursuant to this Agreement shall bear a restrictive legend in substantially the following form:

"The shares represented by this certificate may not be sold, transferred or assigned, and the issuer may not be required to give effect to any attempted sale, transfer or assignment except: (i) pursuant to an effective registration statement under the Securities Act of 1933 (the "Act"); or (ii) in a transaction which, in the opinion of counsel satisfactory to the issuer, is not required to be registered under the Act."

6. Conditions of the Obligations of the Parties. The obligations of the parties to consummate the Exchange are subject to the fulfillment of each of the following conditions, any or all of which may be waived, either in whole or in part, by the parties hereto:

A. Each of the parties shall have performed all of its material obligations under this Agreement on or prior to the Effective Date.

B. There shall have been no material adverse change in the financial condition of the Bank or the Holding Company on or prior to the Effective Date.

C. The Bank and the Holding Company shall not be engaged in, or a party to or threatened with, any legal action or other proceeding or investigation before any court, arbitrator or government agency of any kind which, in the reasonable opinion of either of the parties, could adversely affect either the Bank or the Holding Company or their business or financial condition.

D. This Agreement and the Exchange shall have been approved and ratified by the affirmative vote of the holders of a majority of the outstanding shares of the Bank Stock.

E. The parties shall have received the opinion of counsel acceptable to them that

the Exchange is a tax free transaction under Section 368 of the Internal Revenue Code and that no gain or loss will be recognized by any shareholder of the Bank Stock who receives Holding Company Stock in exchange for his or her shares of Bank Stock (other than shareholders who exercise their dissenters rights).

F. All state securities and blue sky permits or approvals required (in the opinion of the parties) to carry out the transaction contemplated by this Agreement and the Exchange shall have been received.

G. All consents, approvals and permissions required by law to be received in connection with the Exchange, including the approval of the Board of Governors of the Federal Reserve System, shall have been received and shall be in effect, and all conditions and requirements prescribed by law or by any such consent, approval or permission shall have been satisfied.

H. Holders of no more than two hundred (200) shares of the Bank Stock shall have exercised their dissenters rights under Section 607.1320 of the Florida Business Corporation Act.

7. Termination of Agreement. This Agreement may be terminated at any time prior to, on or before the Effective Date as follows: (i) by mutual consent of the Board of Directors of the Bank and the Holding Company; or (ii) by either the Bank or the Holding Company if any conditions set forth in Section 6 of this Agreement have not been satisfied by December 31, 2001.
8. Construction. This Agreement constitutes the entire agreement and understanding of the parties with respect to the subject matter hereof.
9. Amendment. This Agreement may be amended only by a written instrument signed by each party hereto.
10. IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of the day and year first above written.

COLUMBIA COUNTY BANK

FIRST COLUMBIA BANCORP, INC.

By:


Bruce A. Naylor, President & CEO

By:


Gordon P. Summers, Chairman