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SECRETARY OF STATE
TALLAHASSEE, FLORIDA

Share Exchange

CARVER, DARDEN,
KORETZKY, TESSIER, FINN,
BLOSSMAN & AREAUX LLC
NEW ORLEANS PENSACOLA

LINDA A. HOFFMAN
PENSACOLA OFFICE

(850) 266-2302
hoffman@carverdarden.com

September 28, 2007

VIA OVERNIGHT MAIL

Florida Department of State
Division of Corporations – Clifton Building
Attn: Amendment Section
2661 Executive Center Circle
Tallahassee, FL 32301

RE: Articles of Share Exchange between Madison County Community Bank and
Madison Community Bancshares Corporation

Dear Sir/Madam:

Please find enclosed the following documents relating to the above-referenced corporation:

1. Original Articles of Share Exchange submitted for filing;
2. A check in the amount of \$87.50; and,
3. Two photocopies of the executed Articles of Share Exchange between Madison County Community Bank and Madison Community Bancshares Corporation

We would appreciate your filing the enclosed documents as soon as possible and return to us two certified copies of the Articles of Share Exchange. If, for any reason, the Articles of Share Exchange cannot be filed on Monday, October 1, 2007, I would appreciate it if you would immediately call me.

Thank you for your assistance and please call if you have questions regarding the enclosed information.

Sincerely,


Linda A. Hoffman

1300 WEST MAIN ST. • PENSACOLA, FL 32501
TELEPHONE (850) 266-2300 • FACSIMILE (850) 266-2301

ENERGY CENTRE • 1100 POYDRAS ST • SUITE 2700 • NEW ORLEANS, LA 70163
TELEPHONE (504) 585-3800 • FACSIMILE (504) 585-3801

**ARTICLES OF SHARE EXCHANGE BETWEEN MADISON COUNTY COMMUNITY BANK
AND MADISON COMMUNITY BANCSHARES CORPORATION**

The following Articles of Share Exchange between **MADISON COUNTY COMMUNITY BANK** and **MADISON COMMUNITY BANCSHARES CORPORATION** are filed in accordance with the provisions of Sections 607.1102 and 607.1105, of the Florida Statutes.

1.

The acquired corporation is Madison County Community Bank, a Florida banking corporation. The street address of its main office and principal place of business is 301 E. Base Street, Madison, Florida, 32340, and its Florida corporate number is P99000022718.

2.

The acquiring corporation is Madison Community Bancshares Corporation, a Florida corporation. The street address of its main office and principal place of business is 301 East Base Street, Madison, Florida, 32340, and its Florida corporate number is P07000109037.

3.

The attached Agreement and Plan of Share Exchange, attached hereto as Exhibit "A" (the "Agreement"), which provides for the exchange of the shares of Madison County Community Bank for the shares of Madison Community Bancshares Corporation (the "Exchange"), was duly adopted and affirmed by the Board of Directors of Madison County Community Bank on May 21, 2007, and was approved by the shareholders of Madison County Community Bank on September 24, 2007. The number of shares voted in favor of the Agreement and the Shares was sufficient for approval, and no shareholders exercised their dissenters' rights. The Agreement was duly adopted by the Board of Directors of Madison Community Bancshares Corporation on 09/24/2007 and no approval of the Agreement or the Exchange by the shareholders of Madison Community Bancshares Corporation was required.

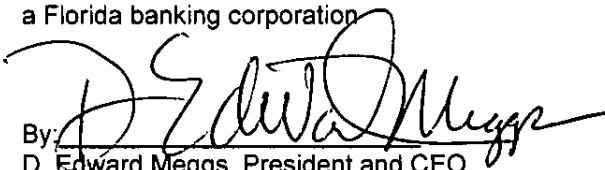
4.

Upon consummation of the Exchange, Madison County Community Bank will become a wholly owned subsidiary of Madison Community Bancshares Corporation.

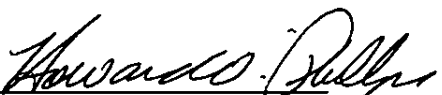
5.

The Exchange shall be effective as October 1, 2007.

MADISON COUNTY COMMUNITY BANK,
a Florida banking corporation

By: 
D. Edward Meggs, President and CEO

**MADISON COMMUNITY BANCSHARES
CORPORATION,** a Florida corporation

By: 
Howard O. Phillips, Senior Vice President and
CFO

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SECRETARY OF STATE
TALLAHASSEE, FLORIDA

AGREEMENT AND PLAN OF SHARE EXCHANGE

The Agreement and Plan of Share Exchange (this "Agreement") is executed this 28th day of September 2007, by and between **MADISON COUNTY COMMUNITY BANK** (hereinafter the "Bank") and **MADISON COUNTY BANCSHARES CORPORATION** (hereinafter the "Holding Company"), are filed in accordance with the provisions of Sections 607.1102 and 607.1105 of the Florida Statutes.

RECITALS

WHEREAS, the Holding Company has been formed for the purpose of acquiring each share of the issued and outstanding common stock, par value \$5.00 per share, of the Bank (hereinafter the "Bank Stock"), in exchange for one (1) share of the common stock, par value \$5.00 per share, of the Holding Company (the "Holding Company Stock"), pursuant to Section 607.1102 of the Florida Business Corporation Act (hereinafter 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, and recommends adoption of this Exchange.

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. Any existing option agreements allowing an individual to purchase one or more shares of stock in the Bank shall be automatically modified, so the option to purchase applies to the same number of shares of stock in the Holding Company all as set forth in the option agreement, without the need to modify or revise any existing option agreements.

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. The exchange of stock certificates shall be conducted pursuant to the procedures which the Holding Company delivers to each such shareholder of the Bank.

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

EXHIBIT

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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. **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 of 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 not less than two thirds of the outstanding shares of the Bank Stock.

e. The parties shall have received the opinion from their certified public accountants, 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 (if any, 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 such consent, approval or permissions shall have been satisfied.

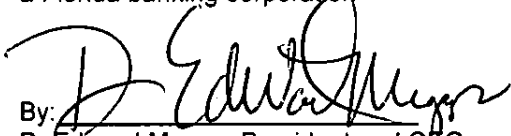
6. **Termination of Agreement.** This Agreement may be terminated at any time prior to, on or before the Effective date as follows: i) by mutual consent of the Board of Directors of the Bank and the Holding Company; or ii) by either the Bank or the Holding Company if any conditions set forth in Section 5 of this Agreement have not been satisfied by the Effective Date.

7. **Construction.** This Agreement constitutes the entire agreement and understanding of the parties with respect to the subject matter herein.

8. **Amendment.** The Board of Directors of the Bank and the Board of Directors of the Holding Company are authorized to amend this Agreement, by a written instrument signed by each party, to effect the reorganization of the Bank to become a subsidiary of the Holding Company.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of the day and year specified above.

MADISON COUNTY COMMUNITY BANK,
a Florida banking corporation

By: 
D. Edward Meggs, President and CEO

**MADISON COMMUNITY BANCSHARES
CORPORATION,** a Florida corporation

By: 
Howard O. Phillips, Senior Vice President and
CFO