

(f) "Knowledge" or "known" -- An individual shall be deemed to have "knowledge" of or to have "known" a particular fact or other matter if (i) such individual is actually aware of such fact or other matter, or (ii) a prudent individual could be expected to discover or otherwise become aware of such fact or other matter in the course of conducting a reasonably comprehensive investigation concerning the truth or existence of such fact or other matter. A corporation or bank shall be deemed to have "knowledge" of or to have "known" a particular fact or other matter if any individual who is serving, or who has at any time served, as a director or officer (or in any similar capacity) of the corporation or bank, has, or at any time had, knowledge of such fact or other matter. The Company and the Bank are understood to have undertaken a separate investigation in connection with the transactions contemplated hereby to determine the existence or absence of facts or other matters in the statement qualified as "known" by, or the "knowledge" of, the Company or the Bank.

IN WITNESS WHEREOF, each of the parties has caused this Agreement to be executed on its behalf by its officers thereunto duly authorized, all as of the day and year first above written.

ATTEST:

COMPASS BANCSHARES, INC.

By: Daniel B. Jones
Its: Assistant Secretary

By: James H. Hengel
Its: Chief Financial Officer

ATTEST:

COMPASS BANK

By: Daniel B. Jones
Its: Assistant Secretary

By: James H. Hengel
Its: Treasurer

ATTEST:

CFB BANCORP, INC.

By: Charles B. Smith
Its: President

By: Jack L. Overton
Its: Chairman of the Board

ATTEST:

COMMUNITY FIRST BANK

By: Charles B. Smith
Its: President

By: Jack L. Overton
Its: Chairman of the Board

EXHIBIT A

ESCROW AGREEMENT

Escrow Agreement dated as of _____, 199____, by and among Compass Bancshares, Inc., a Delaware corporation ("Compass"); CFB Bancorp, Inc., a Florida corporation (the "Company"); _____ as representative (the "Shareholder Agent") of the holders of the outstanding stock of Company (the "Shareholders"); and _____ a _____ (the "Escrow Agent").

WITNESSETH:

WHEREAS, pursuant to an Agreement and Plan of Merger, dated February __, 1996 (the "Merger Agreement") among Compass, Compass Bank, a Florida banking corporation, the Company and Community First Bank, a Florida banking corporation, simultaneously with the execution of this Escrow Agreement, the Company is merging with a subsidiary of Compass and the Shareholders will receive Merger Consideration;

WHEREAS, pursuant to Section 1.8 of the Merger Agreement, the parties thereto have agreed that a portion of the Merger Consideration is to be held in escrow in accordance with the terms of the Merger Agreement and this Escrow Agreement to secure and fund the payment of the Escrow Consideration pursuant to Section 1.8; and

WHEREAS, pursuant to Section 6.12 of the Merger Agreement, the Shareholders have selected the Shareholder Agent to represent their interest.

NOW, THEREFORE, in consideration of the premises and the mutual covenants and agreements contained herein and in the Merger Agreement, the parties hereto hereby agree as follows:

1. **Definitions.** All capitalized terms used in this Agreement and not defined herein shall have the meaning assigned to them in the Merger Agreement.

2. **Appointment.** Compass, the Company and the Shareholders hereby appoint Escrow Agent as the escrow agent for the purposes set forth herein, and the Escrow Agent hereby accepts such appointment. The Escrow Agent agrees to hold and dispose of the Escrow Fund, as defined hereinafter, in accordance with the terms hereof.

3. **Purpose of Escrow.** The Escrow Fund is being created to fund payment of a portion of the Merger Consideration pursuant to Section 1.8 of the Merger Agreement. Each Shareholder shall receive a Prorata Share of such additional Merger Consideration. For purposes of this Agreement, each Shareholder's Prorata Share shall be determined by reference to Exhibit A which specifies each Shareholder's percentage interest in any sums to be paid to or by the Shareholders pursuant to this Agreement. Exhibit A was prepared by dividing the

number of shares of Company Common Stock held by each Shareholder at the Effective Time by the total number of shares of Company Common Stock held by all the Shareholders at the Effective Time. At the Closing, Company shall cause to be delivered to the Escrow Agent Exhibit A and a complete and accurate list of names, mailing addresses, and taxpayer identification numbers of the Shareholders as of such date.

4. Initial Escrow Deposit. Concurrently with the execution of this Agreement, Compass has delivered to the Escrow Agent _____ shares of Compass Common Stock pursuant to Section 1.8 of the Merger Agreement (the "Escrow Fund") and the Escrow Agent hereby acknowledges receipt of such shares.

5. Distributions from Escrow Fund. The Escrow Agent shall make distributions from the Escrow Fund upon the following terms and conditions, subject to Section 12 hereof:

(a) In the event that the Shareholder Agent concludes that the Shareholders are entitled to additional Merger Consideration pursuant to Section 1.8 of the Merger Agreement, the Shareholder Agent shall deliver to the Escrow Agent a certificate in the form attached hereto as Exhibit B ("Shareholder Certificate") indicating thereon the amount of additional Merger Consideration claimed to be earned, and the Escrow Agent shall on or before the tenth (10th) business day after receipt of the Shareholder Certificate distribute to the Shareholders their respective Prorata Share of such additional Merger Consideration, but in no event greater than the amount being held in Escrow Fund. At the same time that the Shareholder Agent delivers a Shareholder Certificate to the Escrow Agent, the Shareholder Agent shall also provide notice of such Shareholder Certificate (pursuant to Section 13 of this Agreement) to Compass, with a copy of any notice also being delivered to the Escrow Agent.

(b) With each distribution of Compass Common Stock, the Escrow Agent shall distribute to each shareholder the dividends and any earnings thereon received by the Escrow Agent with respect to such shares while they were held by the Escrow Agent. The amount of such cash distributions shall be reduced by any taxes or charges the Escrow agent has paid with respect to such shares, dividends or earnings pursuant to Section 7 hereof.

(c) The Escrow Agent shall not distribute any fractional shares of Compass Common Stock. The Escrow Agent shall only distribute the number of whole shares to which a Shareholder is entitled. The Escrow Agent shall sell and Compass shall purchase all fractional shares at a purchase price based on the average of the bid and asked price for Compass Common Stock as reported by the NASDAQ National Market System for the thirty days of trading of Compass Common Stock immediately preceding such distribution. The proceeds of such sale shall be distributed to the Shareholder in lieu of fractional shares.

(d) Each Shareholder shall provide the Escrow Agent with all information and shall execute all documents deemed necessary or advisable by the Escrow Agent, including, without limitation, Form W-9. The Escrow Agent shall not be obligated to

make distributions to a Shareholder until all such information and documentation has been supplied to the Escrow Agent.

(e) Any additional shares of Compass Common Stock received by the Escrow Agent with respect to the shares held hereunder, whether as a result of stock dividends, stock splits or otherwise, shall be held by the Escrow Agent pursuant to the terms of this Agreement and appropriate adjustments shall be made in the number of shares held and distributed hereunder.

(f) As soon as practicable after June 30, 1997, the Escrow Agent shall deliver to Compass all shares of Compass Common Stock and other assets remaining in the Escrow Fund. Simultaneously with such delivery, Compass shall deliver, or shall cause the successors to the Company and the Bank to deliver, the Debenture to the Shareholder Agent, for the benefit of the Shareholders.

6. Shareholder Agent. In accordance with Section 6.12 of the Merger Agreement, Iglar & Dougherty, P.A. is the initial representative of the Shareholders, and shall have and exercise the responsibility and authority set forth in this Agreement and the Merger Agreement. In the event of the resignation, death or incapacity of the Shareholder Agent, a successor shall be selected in accordance with Section 6.12 of the Merger Agreement. Any successor Shareholder Agent and all parties here'to shall be entitled to rely on all actions and communications of any such predecessor Shareholder Agent as being genuine and binding on all the Shareholders. No vacancy in the position of Shareholder Agent shall have any effect on this Agreement.

7. Information and Taxes. Compass and the Shareholders shall provide the Escrow Agent with all information, and shall execute all documents, deemed necessary or desirable by the Escrow Agent to carry out its duties under this Agreement. The Escrow Agent shall cause to be prepared all income and other tax returns and reports the Escrow Agent, in its sole discretion, deems necessary or desirable in order to comply with all tax and other laws, rules and regulations applicable to the Escrow Fund and shall pay all taxes and charges it deems lawful due with respect to the income, assets and operation of the Escrow Fund.

8. Investment of Escrow Fund. The Escrow Agent shall hold the shares of Compass Common Stock received by it hereunder for the purposes of this Agreement and shall not sell or diversify such investment, except to pay expenses of the Shareholders hereunder. With the consent of Compass and the Shareholder Agent, in the event any cash is contained in the Escrow Fund, the Escrow Agent shall invest that portion of the Escrow Fund in such investments as it deems appropriate, provided such investments are backed either by the full faith and credit of the United States government or are issued by a financial institution that is a member of the Federal Reserve System and has combined capital and surplus of not less than \$250,000,000.

9. Liability. The duties of the Escrow Agent hereunder are only such as herein specifically provided and are purely ministerial in nature; and the Escrow Agent shall not be liable for any action taken by the Escrow Agent in good faith and in accordance with the terms of this Agreement. The Escrow Agent shall be fully protected in acting upon any written notice, request, waiver, consent, proxy, certificate, receipt, authorization, power of attorney or other agreement, document or instrument which the Escrow Agent receives from Compass or the Shareholders to carry out its duties under this Agreement or which the Escrow Agent in good faith believes to be genuine and to have been signed or presented by the proper party or parties. The Escrow Agent shall not be liable for any error in judgment, or for any act that it takes or fails to take in good faith, or for any mistake of fact or law, or for anything which it may do or refrain from doing in connection herewith, except for its own gross negligence or willful misconduct, so long as it has acted in good faith. It is understood and agreed that the Escrow Agent is acting as a depository only and is not responsible for or liable in any manner whatsoever for the sufficiency, correctness, genuineness or validity of the documents described herein or any part of the Escrow Fund.

In the event any dispute, conflict or question arises regarding the construction of any provision hereof or the Escrow Agent's duties hereunder, the Escrow Agent may consult with, and obtain advice from, legal counsel. The Escrow Agent shall be reimbursed for all reasonable costs and reasonable fees incurred in obtaining such advice. The Escrow Agent shall be paid fifty percent (50%) by Compass and fifty percent (50%) by the Shareholders from the Escrow Fund. The Escrow Agent shall incur no liability and shall be fully protected from any liability when acting in good faith in accordance with the written opinion and instructions of such counsel. Copies of all such opinions shall be made available to the other parties hereto upon request. The Escrow Agent may, but shall not be required to, defend itself in any legal proceeding in respect of the Escrow Fund, or any part thereof. The Escrow Agent shall be paid from the Escrow Fund for all reasonable costs and reasonable expenses incurred by the Escrow Agent in connection with any such defense or action.

10. Resignation. The Escrow Agent may resign and be discharged from its duties and obligations hereunder by giving notice of such resignation in writing, specifying the date when such resignation shall take effect, which date shall be not less than 10 days from the date on which such notice is given. Upon the effective date of such resignation, the Escrow Fund shall be delivered by the Escrow Agent to such person as may be designated in writing by Compass or the Shareholders, whereupon all of the Escrow Agent's obligations hereunder shall cease and terminate. If no such person shall have been designated by such date, all obligations of the Escrow Agent thereunder shall cease and terminate. The Escrow Agent's sole responsibility thereafter shall be to keep safely the Escrow Fund then held by it and to deliver the same to a person designated by Compass and the Shareholders in accordance with the directions of a final order or judgment of a court of competent jurisdiction.

11. Indemnification. The Shareholders (solely from the Escrow Fund) and Compass hereby agree to indemnify the Escrow Agent for, and to defend and hold it harmless from and against, any loss, damage, tax, liability or expense incurred in good faith on the part

of the Escrow Agent arising out of or in connection with its entering into this Agreement and carrying out its duties hereunder, including, without limitation, the reasonable legal costs and expenses of defending itself against any claim or liability in connection with its performance hereunder. Such indemnification shall be shared by Compass and the Shareholders equally.

12. Contested Claims.

(a) Notwithstanding any other provision of this Agreement, in the event, within five business days prior to the time all or any portion of the Escrow Fund is to be distributed to either Compass or the Shareholders in accordance with Section 5, the Escrow Agent shall receive a counter certificate in the form attached hereto as Exhibit C (a "Counter Certificate"), the Escrow Agent shall not distribute the Escrow Fund or any portion thereof but shall in its sole discretion either (i) continue to hold the Escrow Fund pursuant to a written agreement between Compass and the Shareholder Agent in form and substance satisfactory to the Escrow Agent pending resolution of any dispute concerning proper distribution of the Escrow Fund, or (ii) act in accordance with Section 12(b) hereof and interplead the Escrow Fund or the appropriate portion thereof.

(b) The Escrow Agent shall be required to make disbursements from the Escrow Fund only if the Escrow Agent determines that such disbursement is authorized under the terms of this Agreement and the Escrow Agent can do so without incurring any liability. Should any controversy arise between Compass and the Shareholders with respect to this Agreement or with respect to the right to receive any amount out of the Escrow Fund, the Escrow Agent shall have the right to consult counsel and elect to do either or both of the following: (i) refuse to comply with any adverse or conflicting claims or demands made upon the Escrow Agent until such are resolved to the Escrow Agent's satisfaction, or (ii) to file a suit in interpleader or for instructions or for declaratory judgment or for such other relief in any court of competent jurisdiction in Jefferson County, Alabama, to determine the rights of the parties. Should a bill of interpleader be instituted, or should the Escrow Agent become involved in litigation in any manner whatsoever on account of this Agreement or the Escrow Fund, Compass and the Shareholders hereby bind and obligate themselves, and their respective successors and assigns, to pay the Escrow Agent, in addition to any charge made hereunder for acting as the Escrow Agent, reasonable attorney's fees incurred by the Escrow Agent, and any other disbursements, expenses, losses, costs and damages in connection with and resulting from such litigation. In the event the Shareholders are not the prevailing parties in any such controversy or litigation, the reasonable and necessary expenses of Compass in defending any such controversy, including without limitation, the expenses of the Escrow Agent, shall be paid from the Escrow Fund.

13. Notices. All notices, requests, claims, demands and other communications hereunder shall be in writing and shall be deemed to have been duly given when delivered if delivered in person, by cable, telegram or telex or by telecopy; five business days after mailing if delivered by registered or certified mail (postage prepaid, return receipt requested); and two business days after sending if delivered by overnight courier; to the respective parties as follows:

if to Compass;

D. Paul Jones, Jr.
Chairman and Chief Executive Officer
Compass Bancshares, Inc.
15 South 20th Street
Birmingham, Alabama 35233
Facsimile: (205) 933-3043

with a copy to:

Daniel B. Graves
Associate General Counsel
Compass Bancshares, Inc.
15 South 20th Street
Birmingham, Alabama 35233
Facsimile: (205) 933-3043

if to the Shareholder Agent:

A. George Igler
Ed Dougherty
Igler & Dougherty, P.A.
1501 East Park Avenue
Tallahassee, Florida 32301
Facsimile: (904) 561-3774

or to any other address which any party hereto may designate by notice given as herein provided.

14. Escrow Agent Compensation and Expenses. As compensation for the Escrow Agent's services hereunder, the Escrow Agent shall receive a non-refundable total fee of \$_____, which shall be paid equally by Compass and the Shareholders from the initial deposit into the Escrow Fund, as soon as practicable after the execution of this Agreement. In addition, on each calendar anniversary of this Agreement while the Escrow Agent is still performing services hereunder, the Escrow Agent shall receive from the Escrow Fund, to be paid equally by Compass and the Shareholders: (i) \$_____; (ii) \$_____ per check issued pursuant to this Agreement; and (iii) reimbursement for its reasonable, documented out-of-pocket expenses in connection with the execution and delivery of this Agreement. The Escrow Agent shall have the authority to sell shares of Compass Common Stock held hereunder in order to pay the Shareholders' portion of any compensation and reimbursement of expenses due from the Shareholders hereunder.

15. Prohibition on Assignment. Notwithstanding anything to the contrary herein contained, no portion of the interest or rights of any party hereto to or in the Escrow Fund shall be sold, assigned, pledged, hypothecated or otherwise used as security, and any attempted anticipation, assignment, pledge, sale or transfer of any right or interest in contravention of this Agreement shall be void. No portion of the Escrow Fund shall be subject to interference or control by any creditor of any one or more of the Shareholders or any other party hereto, or be subject to being taken or reached by any legal or equitable process in satisfaction of any debt or other liability of any such party hereto prior to the disbursement thereof to such party hereto in accordance with the provisions of this Agreement.

16. Entire Agreement. This Agreement and the Merger Agreement constitute the entire agreement among the parties and there are no agreements, understandings, representations or warranties among the parties on the subject matter hereof other than those set forth herein and therein.

17. Governing Law. This Agreement shall be construed and controlled in all respects in accordance with the laws of the State of Florida.

18. Amendment. This Agreement may be amended only by a written instrument executed by Compass, the Escrow Agent and the Shareholder Agent.

19. Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their permitted successors, personal representatives and assigns.

20. Counterparts. This Agreement may be executed in two 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.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed
the date and year first written above.

ATTEST

Compass Bancshares, Inc.

By: _____
Its: _____

By: _____
Name: _____
Title: _____

ATTEST

CFB Bancorp, Inc.

By: _____
Its: _____

By: _____
Name: _____
Title: _____

ATTEST

[Escrow Agent]

By: _____
Its: _____

By: _____
Its: _____
Title: _____

ATTEST

IGLER & DOUGHERTY, P.A.

By: _____
Its: _____

By: _____
Its: _____
Title: _____

**EXHIBIT B TO
ESCROW AGREEMENT**

Shareholder Certificate

[Date]

Attention:

RE: Escrow Agreement dated as of _____, 199__ (the "Escrow Agreement") among Compass Bancshares, Inc. ("Compass"), CFB Bancorp, Inc. (the "Company"), _____ as representative of the former holders of the outstanding stock of the Company and _____, a _____ corporation, as escrow agent (the "Escrow Agent")

Reference is made to the Escrow Agreement and the related Agreement and Plan of Merger, dated as of February __, 1996, among Compass, Compass Bank, a Florida banking corporation, the Company and Community First Bank, a Florida banking corporation (the "Merger Agreement"). Capitalized terms used but not otherwise defined herein shall have the meanings given them in the Escrow Agreement.

The undersigned Shareholder Agent hereby certifies to you as follows:

The Shareholders are entitled to additional Merger Consideration in the amount of \$ _____ on account of [_____]. The undersigned hereby requests that such amount be distributed from the Escrow Fund by the escrow Agent to the Shareholders pursuant to the Escrow Agreement. Attached to this Certificate is documentation supporting the calculation of such amount.

with a copy to:
Compass

The undersigned hereby represents and warrants to you that the foregoing certifications are true and correct.

IN WITNESS WHEREOF, the undersigned has executed and delivered this
Certificate on _____, 199__.

Shareholder Agent

**EXHIBIT C TO
ESCROW AGREEMENT**

Counter Certificate

[Date]

Attention:

RE: Escrow Agreement dated as of _____, 199__ (the "Escrow Agreement") among Compass Bancshares, Inc. ("Compass"), CFB Bancorp, Inc. ("Company"), _____, as representative of the former holders of the outstanding stock of Company and _____, a corporation, as escrow agent (the "Agent")

Reference is made to the Escrow Agreement and the related Agreement and Plan of Merger, dated as of February _____, 1996, among Compass, Compass Bank, a Florida banking corporation, the Company and Community First Bank, a Florida banking corporation (the "Merger Agreement"). Capitalized terms used but not otherwise defined herein shall have the meanings given them in the Escrow Agreement.

The undersigned hereby certifies to you as follows:

- (1) on _____, 199__, the undersigned received a copy of a _____ [Certificate] or [understands that you as Escrow agent are about to make a distribution to the _____ pursuant to Section ____ of the Escrow Agent]; and
- (2) [the above-referenced certificate referred to in paragraph 1 is materially inaccurate] or [_____ is/are not entitled to such a distribution]; and
- (3) no portion of the Escrow Fund should be distributed [pursuant to the above-referenced Certificate]; and

The undersigned hereby represents and warrants to you that the foregoing certifications are true and correct.

IN WITNESS WHEREOF, the undersigned has executed and deliver this Counter
Certificate on _____, 1996.

[Signature]

with a copy to:
[all other parties to the Escrow Agreement]

EXHIBIT B

EXCHANGE AGENT AGREEMENT

This Exchange Agent Agreement, dated as of _____, 199__, is made and entered into by and among Compass Bancshares, Inc., a Delaware corporation ("Compass"), _____, a Florida corporation ("Compass Florida"), CFB Bancorp, Inc., a Florida corporation ("Company"), and Compass Bank, an Alabama banking corporation ("Exchange Agent").

PREAMBLE:

Pursuant to the Agreement and Plan of Merger dated as of February ____, 1996 ("Merger Agreement") among Compass, Compass Bank, a Florida banking corporation, the Company and Community First Bank, a Florida banking corporation, the Company shall, at the Effective Time, be merged into Compass Florida, with Compass Florida being the surviving corporation ("Surviving Corporation").

After the Effective Time, the outstanding shares of the common stock of the Company, par value \$.01 per share (including for this purpose any shares of common stock which can be acquired upon the exercise of any option or other security pursuant to which shares of Common Stock may be obtained), ("Company Common Stock") shall solely represent, in the aggregate, the right to payment by Compass of total Merger Consideration of _____ shares of Compass common stock, par value \$2.00 per share ("Compass Common Stock") (or cash in lieu of fractional shares), subject to the rights of qualified dissenting shareholders of the Company.

The Company has agreed with Compass to have Compass Bank serve as the Exchange Agent in connection with the exchange of shares of Company Common Stock for shares of Compass Common Stock (the "Exchange"), subject to the terms and conditions hereof and of the Merger Agreement. The Exchange Agent will receive Company Common Stock delivered for exchange pursuant to the terms of the Merger Agreement, and will process such certificates representing Company Common Stock ("Certificates") and related documents. Compass desires that the Exchange Agent act in such capacity.

NOW, THEREFORE, in consideration of the premises and of the mutual agreements and covenants contained herein, and other good and valuable consideration, the receipt of which is hereby acknowledged, the parties, intending to be legally bound, hereby agree as follows:

1. Appointment of Exchange Agent. Compass Bank is hereby appointed as the Exchange Agent for payment of the Merger Consideration to shareholders of the Company. Such appointment shall be in accordance with the terms and conditions set forth herein.

2. Closing of Stock Transfer Books. At the Effective Time, the Company's stock transfer books will be closed and no transfers shall be permitted.

3. Duties of Exchange Agent. The Exchange Agent is authorized and directed to perform the following functions contemplated by the Merger Agreement and the Letters of Transmittal (defined below):

(a) **Distribution of Letters of Transmittal.** The Exchange Agent shall mail to the holders of record of Company Common Stock, by first class United States mail, postage prepaid, copies of Letters of Transmittal, including Guidelines for Certification of Taxpayer Identification Number on Substitute Form W-9 in substantially the form attached hereto as Exhibit A ("Letters of Transmittal"), and return envelopes to the Exchange Agent, at the earliest practicable time following the Effective Time. A form of Stock Assignment, Power of Attorney and Lost Stock Certificate Affidavit will be provided to the Exchange Agent for use by shareholders if necessary.

(b) **Acceptance of Certificates.**

(i) The Exchange Agent will examine the Letters of Transmittal, Certificates and other documents and instruments delivered to the Exchange Agent by or on behalf of holders tendering Company Common Stock and shall determine whether (i) the Letters of Transmittal have been completed and executed properly, and are accompanied by proper evidence of authority, (ii) Certificates corresponding to the names of the registered holders, Certificate numbers and the number of shares represented thereby with the information set forth in the Company's shareholder and other records and which appear to be in negotiable, good delivery form, properly endorsed or accompanied by stock powers with transfer tax stamps or evidence of payment or exemption from transfer taxes affixed (where required), and (iii) signatures are guaranteed (where required), all in accordance with the terms and conditions of the Merger Agreement and the Letters of Transmittal. The Exchange Agent shall accept Certificates which are surrendered in accordance with the provisions of the Merger Agreement and accompanied by the executed Letters of Transmittal. Such Certificates and Letters of Transmittal shall only be accepted by the Exchange Agent and eligible for payment hereunder if they have been properly executed and completed in accordance with the instructions contained in the Letters of Transmittal and if the person or persons surrendering such Certificates and Letters of Transmittal appears as a shareholder of record of the number of shares surrendered on the list of shareholders supplied and certified to the Exchange Agent by the Company ("Shareholder List") attached as Exhibit B hereto. In the event the Exchange Agent shall have any questions as to whether a Certificate and Letters of Transmittal have been properly executed and completed or whether the Certificates have been surrendered by the holder of record thereof, the Exchange Agent shall promptly refer such questions to Compass for resolution by Compass and the Exchange Agent shall be able to rely on the written instructions and decisions of any officer of Compass. Determination of all questions as to the proper completion or execution of the Letters of Transmittal or as to the proper form for transfer of the Certificates for Company Common Stock shall be made by Compass together with its attorneys, and such other persons as Compass shall designate, and such

determinations shall be final and binding; provided, however, that the rejection by Compass of any Letters of Transmittal or Certificates deemed by Compass to be ineffective to transfer the Certificates shall not affect the right of any shareholder in or to his respective share of the Merger Consideration;

(ii) If any defect or irregularity appears to exist in connection with a purported tender, the Exchange Agent will notify promptly the persons by whom the tender was made and will return all documents delivered in connection therewith or take such action as is necessary or advisable to cause such defect or irregularity to be cured;

(iii) Tenders may be made only as set forth in the Letters of Transmittal;

(iv) Letters of Transmittal, and facsimiles thereof submitted to the Exchange Agent, shall be marked by the Exchange Agent's designated officers to show the date and time of receipt and their review and acceptance thereof;

(v) At the close of business each Friday, the Exchange Agent shall provide Compass and First National Bank of Boston, Compass' transfer agent and registrar ("Transfer Agent") with a list of shareholders who have properly tendered their Company Common Stock. In addition, the Exchange Agent shall inform Compass in writing of the number of shares of Company Common Stock which have been properly tendered and the number which have been improperly tendered to the Exchange Agent during the week then ended and on a cumulative basis through that day. The Exchange Agent shall provide Compass such other information concerning the Company Common Stock as it may reasonably request. Such communications should be sent to:

Compass Bancshares, Inc.
15 South 20th Street
Birmingham, Alabama 35233
Attn: Daniel B. Graves
Associate General Counsel
Telephone No. (205) 933-3880

With a copy to:

First National Bank of Boston
Post Office Box 1865
Boston, Massachusetts 02105
Attn: Janet L. Moor, Shareholder
Services Officer
Telephone No. (617) 575-2130

(c) Exchange Fund. In order to provide for payment of the Merger Consideration in accordance with the terms of the Merger Agreement, Compass, from time to time prior to or after the Effective Time, shall deposit or cause to be deposited with the Exchange Agent cash in an amount sufficient to make payments in lieu of

fractional shares (the "Exchange Fund"). This Exchange Fund shall not be used for any purpose except as provided by this Agreement.

(d) Compass Common Stock. Compass Florida and the Company shall jointly advise the Exchange Agent as to the number of shares of Compass Common Stock to be distributed to each shareholder which shall be calculated by Compass Florida and the Company as follows:

(i) Company Common Stock. Each holder of Company Common Stock shall receive Merger Consideration equal to _____ shares of Compass Common Stock for each share of Company Common Stock held immediately prior to the Effective Time.

(ii) Fractional Shares. For each fractional share of Compass Common Stock which would be delivered upon the surrender of Company Common Stock, each holder of Stock shall receive cash in an amount equal to the product of such fraction and \$_____.

As soon as practicable after acceptance of properly executed Certificates and accompanying Letters of Transmittal in accordance with the terms of paragraph 3(b) hereof, the Exchange Agent shall instruct and Compass shall cause the Transfer Agent to issue and mail certificates representing shares of Compass Common Stock to the shareholder surrendering such certificates. The Exchange Agent shall promptly make the payments in lieu of fractional shares out of the Exchange Fund upon surrender of the Certificates.

(e) Other Duties of Exchange Agent.

(i) The Exchange Agent shall have no obligation to make payment for surrendered Certificates unless Compass shall have issued sufficient Compass Common Stock or caused such stock to be issued and shall have deposited or caused to be deposited in the Exchange Fund sufficient cash with which to pay all amounts due and payable for such shares.

(ii) The Exchange Agent shall be regarded as having made no representations or warranties as to the validity, sufficiency, value or genuineness of any Certificates or the shares of Company Common Stock represented thereby, and the Exchange Agent shall not be deemed to have made any representations as to the value of such shares.

(iii) The Exchange Agent may rely on and shall be protected in acting upon the written instructions of any officer of Compass or the Surviving Corporation with respect to any matter relating to its actions or duties hereunder; and the Exchange Agent shall be entitled to request further instructions from

Compass or the Surviving Corporation, as appropriate, and to act in accordance therewith.

(iv) The Exchange Agent may consult attorneys satisfactory to the Exchange Agent (including, without limitation, attorneys for Compass or the Surviving Corporation) and the written advice and opinion of such attorneys shall constitute full and complete authorization and protection in respect of any action taken, suffered or omitted by it hereunder in good faith and in accordance with such advice or opinion.

(v) The Exchange Agent shall take all other actions which it or Compass deems necessary or appropriate under the terms of the Merger Agreement, the Letters of Transmittal and under the customs and practices normally applied to transactions of this type and appropriate to the proper transfer of the Company Common Stock and the proper maintenance of the Company's and Compass' shareholder books and records. Following payment in accordance with the terms hereof, the Exchange Agent shall forward to Compass all documents received by it in connection with tenders of Certificates (including Letters of Transmittal, telegrams, facsimile transmissions or letters representing tenders made without concurrent deposit of certificates) and the tendered Certificates prominently marked "CANCELLED" on the front thereof, via Federal Express or other means acceptable to Compass.

5. Alteration of Instructions. The Exchange Agent shall follow and act upon any written amendments, modifications or supplements to these instructions and upon any further instructions from Compass or the Surviving Corporation in connection with the Merger Agreement or any of the transactions contemplated thereby.

6. Indemnification of Exchange Agent. Compass and the Surviving Corporation covenant and agree to indemnify the Exchange Agent and hold it harmless against any loss, liability or expense it may incur in the absence of negligence or bad faith on the part of the Exchange Agent arising out of or in connection with the administration of its duties hereunder, including but not limited to legal fees and other costs and expenses of defending or preparing to defend against any claim or liabilities in connection with this Agreement.

7. Compensation for Services. Compass shall compensate the Exchange Agent for its services hereunder.

8. No Dissenting Shareholders. The shareholders of the Company do not have the right to dissent with respect to the Merger under the Florida Business Corporation Act, and therefore, no shareholders will be entitled to payment of an amount other than the Merger Consideration.

9. Unclaimed Funds. Any moneys or certificates deposited hereunder which shall remain unclaimed by the holders of shares of Company Common Stock for a period of six (6) months following the Effective Time shall, upon written request of the Surviving Corporation, be returned to Compass, plus interest earned on the cash portion thereof and the shareholders of Certificates not theretofore presented to and accepted by the Exchange Agent shall look to Compass only, and not the Exchange Agent, for the payment of any Merger Consideration in respect of such Certificates.

10. Investment of Exchange Fund. At the direction of the Surviving Corporation, the Exchange Agent shall invest portions of the Exchange Fund and remit earnings thereon monthly to the Surviving Corporation, provided that all such investments shall be in The Starburst Government Money Market Fund (the "Fund"), managed by Compass Bank, an Alabama banking corporation and an affiliate of Compass, or if for any reason the Fund is not available to the Exchange Agent as an investment alternative, as otherwise directed by the Surviving Corporation.

11. Amendment. Except as otherwise expressly provided herein, neither this Agreement nor any provision hereof may be amended, modified, waived, discharged or terminated except in a writing signed by all of the parties hereto prior to the Effective Time or by Compass and the Exchange Agent after the Effective Time; provided, however, that no amendment shall be made if such modification shall reduce the amount of or eliminate the opportunity of any shareholder to receive his share of the Merger Consideration contemplated by the Merger Agreement.

12. Section Headings. The section headings used herein are for convenience of reference only and shall not define or limit the provisions of this Agreement.

13. Governing Law. This Agreement and the appointment of the Exchange Agent shall be construed and enforced in accordance with the laws of the State of Florida and shall inure to the benefit of and be binding upon the successors and assigns of the parties hereto.

14. Notices. All notices, requests, claims, demands and other communications hereunder shall be in writing and shall be deemed to have been duly given when delivered if delivered in person, by cable, telegram or telex or by telecopy; five business days after mailing if delivered by registered or certified mail (postage prepaid, return receipt requested); and two business days after sending if delivered by overnight courier; to the respective parties as follows:

If to Compass:

Compass Bancshares, Inc.
15 South 20th Street
Birmingham, Alabama 35233
Attn: Daniel B. Graves
Associate General Counsel

If to the Exchange Agent:

Compass Bank
Trust Department
701 S. 32nd Street
Birmingham, Alabama 35233
Attn: Thomas J. Radigan, Jr.
Vice President and Senior Trust Officer

If to the Company prior
to the Effective Time:

CFB Bancorp, Inc.
3740 Beach Boulevard
Jacksonville, Florida 32207
Attn: Mr. Jack C. Demetree

If to Compass Florida or,
the Surviving Corporation:

c/o Compass Bancshares, Inc.
15 South 20th Street
Birmingham, Alabama 35233
Attn: Daniel B. Graves

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

16. Conflict. In the event the terms of this Agreement conflict with the terms and provisions of the Merger Agreement, the terms and provisions of the Merger Agreement shall be controlling.

17. Defined Terms. Capitalized terms not defined herein have the meanings ascribed to them in the Merger Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized appointed officers on the date first written above.

COMPASS BANCSHARES, INC.

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

CFB BANCORP, INC.

By: _____
Name: _____
Title: _____

COMPASS BANK

By: _____
Name: _____
Title: _____

Exhibit A - Form of Letters of Transmittal
Exhibit B - Shareholder List

EXHIBIT C

VOTING AGREEMENT AND IRREVOCABLE PROXY

This Voting Agreement and Irrevocable Proxy, dated as of February ___, 1996, is executed by and among CFB Bancorp, Inc., a Florida corporation (the "Company"), Compass Bancshares, Inc., a Delaware corporation ("Compass"), and the other persons who are signatories hereto (referred to herein individually as a "Shareholder" and collectively as the "Shareholders").

WHEREAS, pursuant to that certain Agreement and Plan of Merger, dated February ___, 1996 (the "Merger Agreement"), among Compass, Compass Bank, a Florida banking corporation, the Company, and Community First Bank, a Florida banking corporation, the Company will merge with an existing or to-be-formed wholly-owned subsidiary of Compass (the "Merger");

WHEREAS, Section 6.10 of the Merger Agreement requires that the Company deliver to Compass the irrevocable proxies of certain Shareholders; and

WHEREAS, Compass and the Company are relying on the irrevocable proxies in incurring expense in reviewing the Company's business, in preparing a proxy/registration statement, in proceeding with the filing of applications for regulatory approvals, and in undertaking other actions necessary for the consummation of the Merger;

NOW, THEREFORE, the parties hereto agree as follows:

1. Each of the Shareholders hereby represents and warrants to Compass and the Company that they are the registered holders of and have the exclusive right to vote the shares of common stock, par value \$.01 of the Company ("Stock") set forth below his name on the signature pages hereto. Each Shareholder hereby agrees to vote at the shareholders' meeting referred to in Section 1.7 of the Merger Agreement (the "Meeting") the shares of Stock set forth below his name on the signature pages hereto and all other shares of Stock such Shareholder owns of record as of the date of the Meeting and to direct the vote of all shares of Stock which the Shareholders own beneficially and have the power and authority to direct the voting thereof as of the date of the Meeting (the "Shares") in favor of approval of the Merger Agreement, and the other agreements and transactions contemplated thereby.

2. In order better to effect the provisions of Section 1, each Shareholder hereby revokes any previously executed proxies and hereby constitutes and appoints Compass (the "Proxy Holder"), with full power of substitution, his true and lawful proxy and attorney-in-fact to vote at the Meeting all of such Shareholder's Shares in favor of the authorization and approval of the Merger Agreement and the other agreements and transactions contemplated thereby, with such modifications to the Merger Agreement and the other agreements and transactions contemplated thereby as the parties thereto may make, in the event such Shareholder

does not vote in favor of the authorization and approval of the Merger Agreement and the other agreements and transactions contemplated thereby; provided, however, that this proxy shall not apply with respect to any vote on the Merger Agreement, and the other agreements and transactions contemplated thereby, if the Merger Agreement shall have been modified so as to reduce the amount of consideration to be received by the Shareholders under the Merger Agreement in its present form.

3. Each Shareholder hereby covenants and agrees that until this Agreement is terminated in accordance with its terms, each Shareholder will not, and will not agree to, without the consent of Compass, which consent shall not be unreasonably withheld, directly or indirectly, sell, transfer, assign, pledge, hypothecate, cause to be redeemed or otherwise dispose of any of the Shares or grant any proxy or interest in or with respect to any such Shares or deposit such shares into a voting trust or enter into another voting agreement or arrangement with respect to such Shares except as contemplated by this Agreement, unless the Shareholder causes the transferee of such Shares to deliver to Compass an amendment to this Agreement whereby such transferee or other holder becomes bound by the terms of this Agreement.

4. This proxy shall be limited strictly to the power to vote the Shares in the manner set forth in Section 2 and shall not extend to any other matters.

5. The Shareholders acknowledge that Compass and the Company are relying on this Agreement in incurring expense in reviewing the Company's business, in preparing a proxy statement, in proceeding with the filing of applications for regulatory approvals, and in undertaking other actions necessary for the consummation of the Merger and that the proxy granted hereby is coupled with an interest and is irrevocable to the full extent permitted by applicable law. The Shareholders and the Company acknowledge that the performance of this Agreement is intended to benefit Compass.

6. The irrevocable proxy granted pursuant hereto shall continue in effect until the earlier to occur of (i) the termination of the Merger Agreement, as it may be amended or extended from time to time, or (ii) the consummation of the Merger. In no event shall this Agreement apply to shares of common stock, par value \$2.00 per share, of Compass to be received by the Shareholders upon consummation of the Merger.

7. The vote of the Proxy Holder shall control in any conflict between its vote of the Shares and a vote by the Shareholders of the Shares, and the Company agrees, subject to Section 2 herein, to recognize the vote of the Proxy Holder instead of the vote of the Shareholders in the event the Shareholders do not vote in favor of the approval of the Merger Agreement as set forth in Section 1 hereof.

8. This Agreement may not be modified, amended, altered or supplemented with respect to a particular Shareholder except upon the execution and delivery of a written agreement executed by the Company, Compass and the Shareholder.

9. This Agreement may be executed simultaneously in two or more counterparts, each of which shall be deemed an original but all of which shall constitute one and the same instrument.

10. This Agreement, together with the Merger Agreement and the agreements contemplated thereby, embody the entire agreement and understanding of the parties hereto in respect to the subject matter contained herein. This Agreement supersedes all prior agreements and understandings among the parties with respect to such subject matter contained herein.

11. All notices, requests, demands and other communications required or permitted hereby shall be in writing and shall be deemed to have been duly given when delivered if in person, by telegram, telex, or by telecopy, two days if sent by overnight courier, or five business days after mailing if delivered by certified or registered mail (return receipt requested) with postage prepaid to the addresses of the parties hereto set forth on below their signature on the signature pages hereof or to such other address as any party may have furnished to the others in writing in accordance herewith.

12. This Agreement and the relations among the parties hereto arising from this Agreement shall be governed by and construed in accordance with the laws of the State of Florida.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date above written.

CFB BANCORP, INC.

By: _____

Name: _____

Title: _____

Address:

CFB Bancorp, Inc.
3740 Beach Boulevard
Jacksonville, Florida 32207
Jack C. Demetree, Chief Executive Officer

COMPASS BANCSHARES, INC.

By: _____
Name: _____
Title: _____

Address:

15 South 20th Street
Birmingham, Alabama 35233
Attention: Daniel B. Graves
Associate General Counsel

SHAREHOLDERS:

Address: _____

_____ shares of Stock

Pledgee: _____

Address: _____

Loan No.: _____

EXHIBIT D

OPINIONS REQUIRED FROM COUNSEL TO THE COMPANY AND THE BANK

As to questions of fact material to our opinion, we have, when relevant facts have not been otherwise established by us, relied upon the truth and accuracy of (i) the representations set forth in the Agreement and Plan of Merger dated February ____, 1996 ("Merger Agreement"), and (ii) the certifications and statements by government officials and by officers and representatives of the Company and the Bank. Copies of such certifications have been delivered to you.

Whenever our opinion is indicated to be "to our knowledge," we are referring solely to the actual knowledge of the individual Igler & Dougherty attorneys who have participated in the representation of the Company and the Bank. With respect to such actual knowledge of such attorneys, we have not undertaken any independent investigation or due diligence examination to determine the existence or absence of any facts, and no inference as to knowledge concerning such facts should be drawn. Without limiting the generality of the foregoing, we express no opinion upon any provision or matter that would require a financial, mathematical or accounting calculation or determination.

On the basis of the foregoing and the further qualifications and limitations set forth below, as of the date hereof (or as of the date of any assumption made herein or any certificate, schedule, exhibit, or inquiry stated to have been examined, made or otherwise relied upon by us), we are of the opinion that:

(i) the Company is a Florida corporation and a bank holding company under the Bank Holding Company Act of 1956, as amended, and is duly organized, validly existing and in good standing under the laws of the State of Florida. The Bank is a banking corporation, duly organized, validly existing and in good standing under the laws of the State of Florida. The Company and the Bank have all requisite corporate power and authority to carry on its business as we know it to be conducted and to own, lease and operate its properties and assets as now owned, leased or operated. The Company and the Bank are duly qualified and in good standing in Florida.

(ii) the Company has all requisite power and authority to execute and deliver the Merger Agreement and any other agreements contemplated by the Merger Agreement (collectively, the "Agreements") and to consummate the transactions contemplated thereby; all acts (corporate or otherwise) and other proceedings required to be taken by or on the part of the Company to execute and deliver the Agreements and to consummate the transactions contemplated therein have been duly and validly taken; and the Agreements have been duly executed and delivered by, and constitute the valid and binding obligations of the Company enforceable against the Company in accordance with their terms, subject to the effect of (a) any applicable bankruptcy, insolvency, reorganization or other law relating to or affecting creditors'

rights generally and (b) general principles of equity (regardless of whether such enforceability is considered in a proceeding in equity or at law);

(iii) the authorized capital stock of the Company consists solely of 15,000,000 shares of Company Common Stock (as defined in the Merger Agreement) of which _____ shares are issued and outstanding. The Company does not have any treasury stock. The Company is the record holder of all of the issued and outstanding capital stock of the Bank; all of the outstanding shares of the Company Common Stock are validly issued, fully paid and nonassessable and all of the capital stock of the Bank is validly fully paid and nonassessable; and none of such stock was issued in violation of the preemptive rights of any person;

(iv) except as set forth on Schedule 3.2 to the Merger Agreement, there are no outstanding subscriptions, options, rights, warrants, calls, convertible securities, irrevocable proxies, or other agreements or commitments obligating the Company or the Bank to issue any shares of, restricting the transfer of, or otherwise relating to shares of their respective capital stock of any class;

(v) the execution and delivery by the Company of the Merger Agreement does not, and the consummation of the transactions contemplated thereby will not, contravene or violate any provision of or constitute a default under (a) the Articles of Incorporation or Bylaws of the Company or the Bank, (b) except as disclosed in the Merger Agreement, any note, license, instrument, mortgage, deed of trust, or other agreement or understanding, permit, authorization or contract, order, arbitration award, judgment or decree, or any other restriction of any kind or character to which the Company or the Bank is a party or by which the Company or the Bank or any of their respective assets or properties is bound, and (c) except as disclosed in the Merger Agreement, any law, regulation, rule, administrative regulation or decree of any court or any governmental agency or body whether domestic or foreign applicable to the Company or the Bank, or their respective assets or properties;

(vi) except as disclosed in the Merger Agreement and except for such consents, approvals, authorizations, actions or filings as have already been obtained by Compass or Compass Florida, no consent, approval, authorization, action or filing with any court, governmental agency or public body is required in connection with the execution, delivery and performance by the Company of the Merger Agreement;

(vii) to our knowledge, neither the Company nor the Bank is a party to any Proceeding (as defined in the Merger Agreement), nor is any Proceeding threatened against or affecting the Company or the Bank, which by the terms of the Merger Agreement would be required to be set forth in Schedule 3.12;

(viii) and except as set forth on Schedule 3.18 to the Merger Agreement, neither the Company nor the Bank is in material default under any law, regulation, order or judgment of any court, the violation of which would have a Material Adverse Effect on the Company as defined in Section 10.13(b) of the Merger Agreement; and

(ix) upon consummation of the transaction contemplated by the Merger Agreement in accordance with its terms and upon filing of the Articles of Merger relating to the Merger with the Department of State of Florida, the Merger will have been legally consummated in accordance with the laws of the State of Florida as specified in Section 607.1106 of the Florida Business Corporation Act.

EXHIBIT B

NONCOMPETITION AGREEMENT

NONCOMPETITION AGREEMENT, dated _____, 1996, by and among Compass Bancshares, Inc., a Delaware corporation ("Compass"), Compass Bank, a Florida banking corporation ("Compass Bank") and Jack C. Demetree ("Demetree").

WHEREAS, pursuant to the Agreement and Plan of Merger, dated as of February __, 1996 (the "Merger Agreement"), among Compass, Compass Bank, CFB Bancorp, Inc., a Florida corporation (the "Company"), and Community First Bank, a Florida banking corporation (the "Bank"), such parties have agreed to the Merger as defined therein;

WHEREAS, Demetree is an executive officer, director and shareholder of the Bank;

WHEREAS, the Merger Agreement requires, as a condition to the closing, that Demetree execute and deliver this agreement to Compass; and

WHEREAS, Demetree acknowledges that the restrictions against competition and the other agreements set forth in this Agreement have constituted a substantial inducement to Compass to enter into the Merger Agreement, and that none of such restrictions or agreements set forth in the Agreement will be unduly burdensome on Demetree.

NOW, THEREFORE, in consideration of the the sum of \$10.00, and of the mutual promises set forth in this Agreement, the parties hereto agree as follows:

1. Definitions. Terms used but not defined in this Agreement shall have the meanings ascribed to them in the Merger Agreement.

2. Noncompetition.

(a) Noncompetition. Demetree agrees that, for a period of one year following the Closing, he will not, directly or indirectly as a partner, stockholder, consultant, agent, joint venturer, investor, lender, or in any other capacity whatsoever, alone or in association with others (i) own, manage, operate, control or participate in the ownership, management, operation or control of, or work for or permit the use of his name by, or be connected in any manner with, any business activity in Duval, Nassau, St. John, Clay, Flagler or Hernando County, Florida, which at the time is conducted by Compass or by any affiliate of Compass in such county, except that this prohibition shall not apply to the ownership of up to 5 percent of the equity of any other entity; or (ii) solicit any person (natural or otherwise) who is a customer of the Bank to do business with any person other than Compass or its affiliates. Demetree further agrees that, for a period of five years following the Closing, he will not, directly or indirectly, in any capacity whatsoever, own, manage, operate, control or participate in the ownership, management, operation or control of, or work for or permit the use of his name by, or be

connected in any manner with, any business activity in the State of Florida that operates under or uses or identifies itself with the name "Community First," or a name substantially similar thereto.

(b) Restrictions Reasonable. The restrictions against competition set forth above are considered by the parties to be reasonable for the purposes of protecting the value intended to be received by Compass in connection with the transactions contemplated by the Merger Agreement. If any such restriction is found by any court of competent jurisdiction to be unenforceable because it extends for too long a period of time or over too broad a range of activities or over too large a geographic area, such restriction shall be interpreted to extend only over the maximum period of time, range of activities or geographic area as to which it may be enforceable.

(c) Specific Performance. Demetree acknowledges that Compass would be irreparably harmed and that monetary damages would not provide an adequate remedy in the event of a breach of the provisions of this Section 2. Accordingly, Demetree agrees that, in addition to any other remedies available to Compass, Compass shall be entitled to specifically enforce the provisions of this Section. In the event of such a breach, in addition to any other remedies available to Compass, Compass shall be entitled to receive reimbursement for Compass's reasonable attorney's fees and disbursements incurred in enforcing any such provision.

3. Miscellaneous.

(a) Entire Agreement. This Agreement contains every obligation and understanding between the parties relating to the subject matter hereof and merges all prior discussions, negotiations and agreements, if any, between them, and none of the parties shall be bound by any conditions, definitions, understanding, warranties or representations other than as expressly provided or referred to herein.

(b) Governing Law. This Agreement has been entered into and shall be construed and enforced in accordance with the laws of the State of Florida without reference to the choice of law principles thereof.

(c) Waiver and Amendment. Any representation, warranty, covenant, term or condition of this Agreement which may be legally waived, may be waived, or the time of performance thereof extended, at any time by the party hereto entitled to the benefit thereof, and any term, condition or covenant hereof (including, without limitation, the period during which any condition is to be satisfied or any obligation performed) may be amended by the parties hereto at any time. Any such waiver, extension or amendment shall be evidenced by an instrument in writing executed by Demetree and by Compass (by its Chairman and Chief Executive Officer or any Vice President or other person, who has been authorized by its Board of Directors to execute waivers, extensions or amendments on its behalf). No waiver by any party hereto, whether express or implied, of its rights under any provision of this Agreement

shall constitute a waiver of such party's rights under such provisions at any other time or a waiver of such party's rights under any other provision of this Agreement. No failure by any party hereto to take any action against any breach of this Agreement or default by another party shall constitute a waiver of the former party's right to enforce any provision of this Agreement or to take action against such breach or default or any subsequent breach or default by such other party.

(d) Assignment. This Agreement shall inure to the benefit of Compass and its successors and assigns.

(e) Notices. All notices, requests, claims, demands and other communications hereunder shall be in writing and shall be deemed to have been duly given when delivered if delivered in person, by cable, telegram or telex or by telecopy; five business days after mailing if delivered by registered or certified mail (postage prepaid, return receipt requested); and two business days after sending if delivered by overnight courier; to the respective parties as follows (or at such other address as a party may specify by notice to the others):

If to Demetree, to:

Mr. Jack C. Demetree
345 Beach Boulevard
Jacksonville, Florida 32561

If to Compass, to:

Compass Bancshares, Inc.
15 South 20th Street
Birmingham, Alabama 35233
Attention: Jerry W. Powell
General Counsel

(f) Severability. In the event that any one or more of the provisions contained in this Agreement shall be declared invalid, void or unenforceable, the remainder of the provisions of this Agreement shall remain in full force and effect, and such invalid, void or unenforceable provision shall be interpreted as closely as possible to the manner in which it was written.

(g) Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

(h) Section Headings. The section headings in this Agreement are for convenience of reference only and shall not be deemed to alter or affect any provision hereof.

IN WITNESS WHEREOF, each of the parties hereto have duly executed this Agreement
as of the date set forth above.

Witness

Jack C. Demetree, as an individual

ATTEST

COMPASS BANCSHARES, INC.

By: _____
Its: _____

By: _____
Its: _____

ATTEST

COMPASS BANK

By: _____
Its: _____

By: _____
Its: _____

EXHIBIT F
OPINIONS REQUIRED FROM COUNSEL
TO COMPASS AND COMPASS FLORIDA

(i) Compass and Compass Florida are each corporations duly organized, validly existing and in good standing under the laws of the State of Delaware, and Compass is a bank holding company under the Bank Holding Company Act of 1956, as amended. Compass and Compass Florida have all requisite corporate power and authority to carry on their business as now being conducted and to own, lease and operate their properties as now owned, leased or operated. Compass and Compass Florida are duly qualified and in good standing in the respective states where such qualification is required.

(ii) Compass and Compass Florida each have all requisite power and authority to execute and deliver the Agreement and to consummate the transactions contemplated thereby; all acts (corporate or otherwise) and other proceedings required to be taken by or on the part of Compass and Compass Florida (or either of them) to execute and deliver the Agreement and to consummate the transactions contemplated therein have been duly and validly taken; and the Agreement has been duly executed and delivered by, and constitutes the valid and binding obligation of each of Compass and Compass Florida enforceable against Compass and Compass Florida in accordance with its terms, subject to the effect of (a) any applicable bankruptcy, insolvency, reorganization or other law relating to or affecting creditors' rights generally and (b) general principles of equity (regardless of whether such enforceability is considered in a proceeding in equity or at law);

(iii) the shares of Compass Common Stock to be issued pursuant to the Agreement are validly issued, fully paid and nonassessable; and, except as contemplated by the Agreement, the shares of Compass Common Stock issued pursuant to the Agreement are not subject to any agreements or understandings to which Compass is a party with respect to the voting or transfer of such shares, are not subject to any agreements or understandings among any other parties with respect to the voting or transfer of such shares, and have not been issued in violation of the preemptive rights of any person;

(iv) the execution and delivery by Compass and Compass Florida of the Agreement does not and the consummation of the transactions contemplated thereby will not contravene or violate any provision of or constitute a default under (a) the certificate of incorporation or bylaws of Compass or Compass Florida, (b) except as disclosed in the Agreement, any note, license, instrument, mortgage, deed of trust, or other agreement or understanding, permit, authorization or contract, order, arbitration award, judgment of decree, or any other restriction of any kind known to us to which Compass or Compass Florida is a party or by which Compass or Compass Florida or any of their assets or properties is bound, the breach or violation of which could have a material adverse effect on Compass and its Subsidiaries taken as a whole, and (c) except as disclosed in the Agreement, any law, regulation, rule, administrative regulation or decree of any court or any governmental agency or body applicable to Compass or Compass Florida or their respective assets or properties;

(v) except as disclosed in the Agreement and except for such consents, approvals, authorizations, actions or filings as have already been obtained, no consent, approval, authorization, action or filing with any court, governmental agency or public body is required in connection with the execution, delivery and performance by Compass and Compass Florida of the Agreement;

(vi) neither Compass nor Compass Florida is in violation of or default under the respective Certificates of Incorporation or Bylaws of Compass or Compass Florida or any agreement, document or instrument under which Compass or Compass Florida is obligated or bound, or any law, order, judgment, or regulation applicable to Compass or Compass Florida or any of their Subsidiaries, the violation of which could have a material adverse effect on Compass and its Subsidiaries taken as a whole; and

(vii) the shares of Compass Common Stock to be issued pursuant to the Agreement have been registered under the Securities Act of 1933, as amended.