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DIVISION OF CORPORATION
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merger
NFS
12-9-03

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December 3, 2003

*NOT ADMITTED IN ALABAMA
ATTORNEYS ALSO ADMITTED IN ARKANSAS, DISTRICT OF COLUMBIA, FLORIDA,
GEORGIA, ILLINOIS, LOUISIANA, NEW YORK AND VIRGINIA

VIA FEDERAL EXPRESS

Florida Department of State
Division of Corporations
409 E. Gaines Street
Tallahassee, Florida 32399

Re: Articles of Merger for the Merger of Sarasota Bank, Sarasota, Florida with and
into Colonial Bank, N.A., Montgomery, Alabama

Dear Sir/Madam:


Please accept for filing the enclosed Articles of Merger relating to the merger of Sarasota Bank, Sarasota, Florida with and into Colonial Bank, N.A., a national banking association located in Montgomery, Alabama. I have enclosed the original and one copy of the Articles of Merger. Please stamp the enclosed copy "filed" and forward it to the following address:

Rob Carothers
Miller, Hamilton, Snider and Odom
254 State Street
Mobile, Alabama 36603

Also enclosed is a check made payable to the Florida Department of State in the amount of \$70.00 to cover the filing fee.

If you have any questions, please do not hesitate to call me at (251) 439-7522.

Very truly yours,


Robert L. Carothers, Jr.

Enclosure

ARTICLES OF MERGER

OF

SARASOTA BANK

AND

COLONIAL BANK, N.A., MONTGOMERY, ALABAMA


The undersigned corporations, Sarasota Bank, Sarasota, Florida, and Colonial Bank, N.A., Montgomery, Alabama, file these Articles of Merger and certify that:

1. Sarasota Bank, a Florida Banking Corporation, is hereby merged with and into Colonial Bank, N.A., a national banking association, pursuant to an Agreement and Plan of Merger dated as of November 19, 2003, (the "Agreement") a copy of which is attached as Exhibit A, and in accordance with the provisions of the *Florida Business Corporation Act*.
2. The surviving corporation is Colonial Bank, N.A., a national banking association.
3. The merger shall be effective at 8:00 p.m., Central Standard Time, on December 4, 2003.
4. The Agreement was approved by the Board of Directors of Colonial Bank, N.A. on July 28, 2003, and was approved by the sole shareholder of Colonial Bank, N.A. on November 18, 2003.
5. The Agreement was approved by the Board of Directors of Sarasota Bank on August 27, 2003, and was approved by the sole shareholder on November 18, 2003.

**SARASOTA BANK
SARASOTA, FLORIDA**

**COLONIAL BANK, N.A.
MONTGOMERY, ALABAMA**

By: _____

By: 
Chairman & CEO
Robert E. Lowder

FILED
SECRETARY OF STATE
DIVISION OF CORPORATIONS

2003 DEC -4 AM 11:39

ARTICLES OF MERGER

OF

SARASOTA BANK

AND

COLONIAL BANK, N.A., MONTGOMERY, ALABAMA

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**SARASOTA BANK
SARASOTA, FLORIDA**

**COLONIAL BANK, N.A.
MONTGOMERY, ALABAMA**

By: Christine L. Jennings

Pres. & CEO

Christine L. Jennings

By: _____

AGREEMENT OF MERGER

between

SARASOTA BANK

and

COLONIAL BANK, NATIONAL ASSOCIATION

This Agreement of Merger is dated as of the 19th day of November, 2003, between Sarasota Bank ("Acquired Bank"), a Florida state-chartered bank and wholly-owned subsidiary of The Colonial BancGroup, Inc. ("BancGroup"), a Delaware corporation with its principal place of business in Montgomery, Alabama, and Colonial Bank, National Association ("Colonial"), a national banking association and wholly-owned subsidiary of BancGroup, and provides for the merger of Acquired Bank with and into Colonial ("Merger").

WHEREAS, BancGroup acquired Sarasota BanCorporation, Inc. ("BanCorporation"), the former parent bank holding company of Acquired Bank; and

WHEREAS, BanCorporation was merged with and into BancGroup on October 23, 2003 (the "Holding Company Merger"); and

WHEREAS, as a result of the Holding Company Merger, Acquired Bank became a wholly owned subsidiary of BancGroup; and

WHEREAS, BancGroup now wishes to merge Acquired Bank with and into Colonial; and

WHEREAS, the boards of directors of Acquired Bank and Colonial have approved this Agreement of Merger (the "Agreement") and have authorized the execution hereof;

IT IS THEREFORE AGREED, as follows:

1. NAME. The name of the bank resulting from the Merger shall be "Colonial Bank, National Association."

2. MERGER--TERMS AND CONDITIONS. The terms and conditions of the Merger are:

(a) Applicable Law. On the Effective Date, as defined in Section 5(h) hereof, Acquired Bank shall be merged with and into Colonial (herein referred to as the "Resulting Bank" whenever reference is made to it as of the time of Merger or thereafter). The Merger shall be undertaken pursuant to the provisions of and with the effect provided in the National Bank Act, as applicable. The offices and facilities of Acquired Bank and of Colonial shall become the offices and facilities of the Resulting Bank.

(b) Corporate Existence. On the Effective Date, the corporate existence of Acquired Bank and of Colonial shall be merged into and continued in the Resulting Bank, and the Resulting Bank shall be deemed to be the same corporation as Acquired Bank and Colonial. All rights, franchises and interests of Acquired Bank and Colonial, respectively, in and to every type of property (real, personal and mixed) and choses in action shall be transferred to and vested in the Resulting Bank by virtue of the Merger without any deed or other transfer. The Resulting Bank, on the Effective Date, and without any order or other action on the part of any court or otherwise, shall hold and enjoy all rights of property, franchises and interests, including appointments, designations and nominations and all other rights and interests as trustee, executor, administrator, transfer agent and registrar of stocks and bonds, guardian of estates, assignee, and receiver and in every other fiduciary capacity and in every agency, and capacity, in the same manner and to the same extent as such rights, franchises and interests were held or enjoyed by Acquired Bank and Colonial, respectively, on the Effective Date.

(c) Liabilities. Except as may be otherwise provided for herein, the Resulting

Bank on the Effective Date shall be liable for all liabilities of Acquired Bank and of Colonial and all deposits, debts, liabilities, obligations and contracts of Acquired Bank and of Colonial, respectively, matured and unmatured, whether accrued, absolute, contingent or otherwise, and whether or not reflected or reserved against on balance sheets, books of account or records of Acquired Bank or of Colonial, and such liabilities shall be those of the Resulting Bank and shall not be released or impaired by the Merger; and all rights of creditors and other obligees and all liens on property of either Acquired Bank or Colonial shall be preserved unimpaired.

3. **CONVERSION OF SHARES.**

(a) **Conversion of Bank Stock.** On the Effective Date, each share of Acquired Bank common stock outstanding shall be canceled.

(b) **Colonial Stock.** The shares of common stock of Colonial issued and outstanding immediately before the Effective Date shall continue to be issued and outstanding shares of the Resulting Bank.

4. **ARTICLES OF INCORPORATION AND BYLAWS.** On the Effective Date, the articles of incorporation and bylaws of the Resulting Bank shall be the articles of incorporation and bylaws of Colonial as they exist immediately before the Effective Date.

5. **ADDITIONAL TERMS OF MERGER.**

(a) **Resulting Bank's Officers and Board.** The board of directors and the officers of the Resulting Bank on the Effective Date shall consist of those persons serving in such capacities of Colonial immediately before the Effective Date.

(b) **Shareholder Approval.** This Agreement shall be submitted to the shareholder of Acquired Bank and the shareholder of Colonial as promptly as practicable consistent with the satisfaction of the conditions set forth in the Agreement.

(c) Conditions to the Obligations of Colonial and Acquired Bank. The consummation of this Agreement is conditioned on (i) notification to or approval of all appropriate regulatory authorities including the expiration of any mandatory waiting periods and (ii) approval of the shareholder of Colonial and Acquired Bank.

(d) Termination. This Agreement may be terminated at any time prior to the Effective Date whether before or after action thereon by the shareholders of Acquired Bank and Colonial by the mutual consent of the respective boards of directors of Acquired Bank and Colonial. In the event of the termination and abandonment of this Agreement pursuant to the provisions of this Section, the same shall be of no further force or effect and there shall be no liability by reason of this Agreement or the termination thereof on the part of the Acquired Bank or Colonial or their respective directors, officers, employees, agents or stockholders.

(e) Further Acts. If, at any time after the Effective Date, the Resulting Bank shall consider or be advised that any further assignments or assurances in law or any other acts are necessary or desirable (i) to vest, perfect, confirm or record, in the Resulting Bank, title to and possession of any property or right of Acquired Bank or Colonial, acquired as a result of the Merger, or (ii) otherwise to carry out the purposes of this Agreement, Acquired Bank or Colonial and its officers and directors shall execute and deliver all such proper deeds, assignments and assurances in law and do all acts necessary or proper to vest, perfect or confirm title to, and possession of, such property or rights in the Resulting Bank and otherwise to carry out the purposes of this Agreement; and the proper officers and directors of the Resulting Bank are fully authorized in the name of Acquired Bank or Colonial, or otherwise, to take any and all such action.

(f) Trust Powers. The Resulting Bank shall have trust powers.

(g) Counterparts. This Agreement may be executed in a number of identical

counterparts, each of which for all purposes is deemed an original, and all of which shall constitute collectively one (1) agreement.

(h) Closing Date and Effective Date. The "Closing Date" shall occur on such date upon which the Acquired Bank and Colonial may mutually agree as soon as practicable after the conditions precedent to the obligations to consummate under Section 5(c) are satisfied. Subject to the terms of all requirements of law and the conditions specified in this Agreement, the Merger shall become effective on the date of the filing of Articles of Merger with the Office of the Comptroller of the Currency, or as otherwise specified in such Articles of Merger (such time being herein called the "Effective Date").

(i) Entire Agreement. This Agreement contains the entire agreement between the parties hereto with respect to the matters described herein. This Agreement may be amended, modified or supplemented only by an instrument in writing executed by the party against which enforcement of the amendment, modification or supplement is sought.

IN WITNESS WHEREOF, Acquired Bank and Colonial have caused this Agreement to be executed by their duly authorized officers and their corporate seals to be hereunto affixed.

ATTEST:

SARASOTA BANK

BY: _____

BY: _____

ITS: _____

ITS: _____

[SEAL]

ATTEST:

COLONIAL BANK,
NATIONAL ASSOCIATION

BY: William A. Melny

BY: [Signature]

ITS: Secretary

ITS: _____

[SEAL]

IN WITNESS WHEREOF, Acquired Bank and Colonial have caused this Agreement to be executed by their duly authorized officers and their corporate seals to be hereunto affixed.

ATTEST:

SARASOTA BANK

BY: William K. Dymon

BY: Christine L. Jennings

ITS: SVP + CEO

ITS: President + CEO

[SEAL]

ATTEST:

COLONIAL BANK,
NATIONAL ASSOCIATION

BY: _____

BY: _____

ITS: _____

ITS: _____

[SEAL]