ALABAMA NATIONAL BANCORPORATION
Form 424B3
February 03, 2006
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FLORIDA CHOICE BANKSHARES, INC.

MERGER PROPOSED YOUR VOTE IS

VERY IMPORTANT

Shareholders of Florida Choice Bankshares, Inc.:

The Board of Directors of Florida Choice Bankshares, Inc. has agreed to a merger of Florida Choice with Alabama National BanCorporation. Before we can complete this merger, the merger agreement must be approved by Florida Choice s shareholders. We are sending you this proxy statement-prospectus to ask you to vote in favor of the merger.

If the merger is completed, for each share of Florida Choice common stock that you own before the merger you will receive in exchange either (1) 0.6079 shares of common stock in Alabama National, (2) $39.52 in cash, or (3) a combination of (1) and (2). A total of not more than 1,480,881 shares of Alabama National common stock and a total of $5.12 million of cash consideration (or approximately 5% of the total consideration) will be paid for the shares of Florida Choice common stock. You have the opportunity to elect the number of shares of Florida Choice common stock that are exchanged for cash instead of Alabama National common stock. However, unless Alabama National decides to increase the amount of cash consideration from $5.12 million to up to 20% of the aggregate merger consideration, the total amount of cash consideration is fixed at $5.12 million. Therefore, the amount of cash you ultimately receive in the merger could be more or less than the amount you elect. Additionally, if cash elections made by Florida Choice shareholders are less than $5.12 million, then you will receive cash consideration in exchange for a portion of your shares in accordance with the allocation procedures described in this proxy statement-prospectus.

For a description of the calculation of cash consideration and the limitations on your ability to receive cash instead of Alabama National common stock in the merger, see APPROVAL OF THE MERGER AGREEMENT Merger Consideration Election to Receive Cash Consideration in Lieu of Common Stock at page 25. For a full description of the procedures you must follow to elect to receive cash in the merger, see APPROVAL OF THE MERGER AGREEMENT Procedures for Making a Cash Election on page 25.

Shares of Alabama National common stock are quoted on the Nasdaq Stock Market under the symbol ALAB.

The merger cannot be completed unless holders of a majority of Florida Choice s common stock approve it. We have scheduled a special shareholders meeting for you to vote on the merger.

Your vote is very important. Whether or not you plan to attend our special shareholders meeting, please take the time to vote by completing and mailing the enclosed proxy card. If you sign, date and mail your proxy card without indicating how you want to vote, we will vote your proxy in favor of the merger.

The date, time and place of the special meeting is:

Date:	March 20, 2006
Time:	5:30 p.m.
Place:	Eustis Community Center
	601 Northshore Drive
	Eustis, Florida 32726

This proxy statement-prospectus provides you with detailed information about the proposed merger. You can also get information about Alabama National from documents Alabama National has filed with the Securities and Exchange Commission. We encourage you to read this entire document carefully.

In particular, please see the section entitled Risk Factors beginning on page 16.

We are very enthusiastic about this merger and the strength, capabilities and benefits we expect to achieve from it.

Sincerely,

Kenneth E. LaRoe
Chairman and Chief Executive Officer
Florida Choice Bankshares, Inc.

Neither the Securities and Exchange Commission nor any state securities commission has approved or disapproved of the securities to be issued under this proxy statement-prospectus or determined if this proxy statement-prospectus is accurate or adequate. Any representation to the contrary is a criminal offense. These securities are not savings or deposit accounts or other obligations of any bank or non-bank subsidiary of any of the parties, and they are not insured by the Federal Deposit Insurance Corporation, the Bank Insurance Fund or any other governmental agency.

This proxy statement-prospectus is dated January 26, 2006

and was first mailed to shareholders on or about February 3, 2006

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FLORIDA CHOICE BANKSHARES, INC.

NOTICE OF SPECIAL MEETING OF SHAREHOLDERS

To be held on March 20, 2006

Florida Choice Bankshares, Inc. will hold a special meeting of shareholders at the Eustis Community Center, 601 Northshore Drive, Eustis, Florida 32726 at 5:30 p.m. local time on Monday, March 20, 2006 to vote on:

1. The Agreement and Plan of Merger, dated as of October 27, 2005 (the merger agreement), by and between Alabama National BanCorporation and Florida Choice Bankshares, Inc. and the transactions contemplated by the merger agreement. These transactions include the merger of Florida Choice with Alabama National and the issuance of Alabama National common stock and/or the payment of cash consideration to Florida Choice s shareholders. After the merger, Florida Choice Bank will be a wholly owned subsidiary of Alabama National. This proposal is more fully described in the enclosed proxy statement-prospectus. You can find a copy of the merger agreement in *Appendix A* to this document.

2. Any other matters that properly come before the special meeting, or any adjournments or postponements of the special meeting.

Record holders of Florida Choice common stock at the close of business on January 23, 2006, will receive notice of and may vote at the special meeting, including any adjournments or postponements of the special meeting. Florida law requires approval by a majority of the outstanding shares of Florida Choice to approve the merger agreement.

A holder of Florida Choice common stock who complies with the provisions of Florida law relating to appraisal rights applicable to the merger is entitled to assert appraisal rights under the Florida appraisal rights law, a copy of which is attached as *Appendix B* to this document.

You are cordially invited to attend the special meeting in person, but regardless of whether you plan to attend, please return the enclosed proxy card.

Kenneth E. LaRoe
Chairman and Chief Executive Officer
Florida Choice Bankshares, Inc.

January 26, 2006

Please mark, sign, date and return your proxy promptly, whether or not you plan to attend the special meeting.

Your Board of Directors unanimously recommends that you vote *FOR* approval of the merger agreement and the merger.

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We have not been authorized to give any information or make any representation about the merger or Florida Choice or Alabama National that differs from, or adds to, the information in this proxy statement-prospectus or in documents that are publicly filed with the Securities and Exchange Commission. Therefore, if anyone does give you different or additional information, you should not rely on it.

REFERENCES TO ADDITIONAL INFORMATION

This proxy statement-prospectus incorporates important business and financial information about Alabama National and Florida Choice that is not included or delivered with this document. This information is available to you without charge upon your written or oral request. You can obtain documents related to Alabama National and Florida Choice that are incorporated by reference in this document through the Securities and Exchange Commission website at http://www.sec.gov or by requesting them in writing or by telephone from: Alabama National BanCorporation, 1927 First Avenue North, Birmingham, Alabama 35203, (205) 583-3600 or Florida Choice Bankshares, Inc., 18055 U.S. Highway 441, Mt. Dora, Florida 32757, (352) 735-6161. If you would like to request documents, you must do so by March 13, 2006 to receive them before Florida Choice s special shareholders meeting. Instructions regarding how to obtain this information are contained on pages 69 and 70 under the caption WHERE YOU CAN FIND MORE INFORMATION.

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Questions and Answers About the Merger

Q: What is this proxy statement-prospectus and why am I receiving it?

A: This proxy statement-prospectus describes in detail the proposed merger between Florida Choice and Alabama National. Because you are a shareholder of Florida Choice, you are being asked to vote on the merger agreement at a special shareholders meeting to be held on March 20, 2006. This proxy statement-prospectus should answer any questions you may have about the merger.

Q: What will happen if the shareholders of Florida Choice approve the merger agreement?

A: If the Florida Choice shareholders approve the merger agreement, then shortly following the special meeting, subject to certain regulatory approvals and satisfaction of certain conditions, Florida Choice will merge with Alabama National. The combined company will operate under the name of Alabama National BanCorporation.

For each share of Florida Choice common stock that you own, you will be entitled to receive (i) 0.6079 shares of common stock in Alabama National, (ii) $39.52 in cash or (iii) a combination of (i) and (ii). A total of not more than 1,480,881 shares of Alabama National common stock and a total of $5.12 million of cash consideration (or approximately 5% of the total consideration) will be paid for the shares of Florida Choice common stock. You have the opportunity to elect the number of shares of Florida Choice common stock that are exchanged for cash instead of Alabama National common stock. However, unless Alabama National decides to increase the amount of total cash paid in this transaction from $5.12 million to up to 20% of the aggregate merger consideration, the total amount of cash consideration is fixed at $5.12 million. Therefore, the amount of cash you ultimately receive in the merger could be more or less than the amount you elect. Additionally, if cash elections made by Florida Choice shareholders are less than $5.12 million, then you will receive some cash in exchange for your shares in accordance with the allocation procedures described in greater detail beginning at page 25.

Q: What if the total amount of cash elected by Florida Choice shareholders pursuant to the cash election forms is more than the fixed cash consideration amount of $5.12 million?

A: If the total amount of cash to be paid to Florida Choice shareholders would be more than $5.12 million based on the cash election forms, then Alabama National may decide to increase the total amount of fixed cash consideration from $5.12 million to up to the actual amount of the total cash elections by Florida Choice shareholders, not to exceed 20% of the total merger consideration. In any event, if the cash elections exceed the amount of cash available in the merger (whether increased by Alabama National or not), the number of shares to be converted to cash will be reduced on a pro rata basis as needed, and shareholders who elected cash would receive some amount of shares of Alabama National common stock in lieu of a portion of the cash elected. If you had not elected to receive any cash for your shares, 100% of your shares would be exchanged for shares of Alabama National common stock. These allocation procedures are described in greater detail beginning at page 26.

Q: What if the total amount of cash elected by Florida Choice shareholders pursuant to the cash election forms is less than the fixed cash consideration amount of $5.12 million?

A: If the total amount of cash to be paid to Florida Choice shareholders would be less than $5.12 million based on the cash election forms, then all Florida Choice shareholders who submitted a cash election form would receive an additional portion of the merger consideration in cash, and all Florida Choice shareholders who chose to receive all Alabama National common stock by not submitting a cash election form would nonetheless receive some portion of the merger consideration in cash. The procedures for the allocation of cash and Alabama National common stock to be received by Florida Choice shareholders are described in greater detail beginning at page 26.

Q: What will happen to Florida Choice Bank following the merger?

A: Immediately following the merger of Florida Choice into Alabama National, Florida Choice Bank will become a wholly owned subsidiary of Alabama National and will continue operating under the name Florida Choice Bank.

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Q: What should I do now?

A: **Send in your proxy card.** After reviewing this document, indicate on your proxy card how you want to vote, and sign, date and mail it in the enclosed envelope addressed to Registrar and Transfer Company, Florida Choice s transfer agent, at 10 Commerce Drive, Cranford, New Jersey, 07016, as soon as possible to ensure that your shares will be represented at the special meeting.

If you sign, date and send in your proxy and do not indicate how you want to vote, your proxy will be voted in favor of the merger agreement and the merger. If you do not sign and send in your proxy, and if you do not attend and cast your vote in person at the special meeting, it will have the same effect as a vote against the merger.

If you want to receive cash for your shares, send in the cash election form that you will receive in a separate mailing. If you wish to receive cash instead of Alabama National common stock for any or all of your shares of Florida Choice common stock, follow the instructions for making a cash election that we describe on pages 25 and 26 of this document and on the cash election form that you will receive in a separate mailing. Please note, however, that you may not be able to exchange all of your shares for cash even if you make a proper cash election, because the total amount of cash Alabama National is obligated to pay in the merger is fixed at $5.12 million.

Q: If my shares are held in street name by my broker, will my broker vote my shares for me?

A: Your broker will vote your shares of Florida Choice common stock only if you provide your broker with instructions on how to vote. You should instruct your broker how to vote your shares by following the directions your broker provides. If you do not provide instructions to your broker, your shares will not be voted on the merger. A broker non-vote has the same effect as a vote against the merger. Please see the voting form provided by your broker for additional information regarding the voting of your shares.

Q: Can I revoke my proxy and change my mind?

A: Yes. You may revoke your proxy up to the time of the special meeting by taking any of the actions explained under GENERAL INFORMATION Proxies and Other Matters on pages 22 and 23 of this proxy statement-prospectus, including by giving a written notice of revocation, signing and delivering a new later-dated proxy, or by attending the special meeting and voting in person.

Q: Can I vote my shares in person?

A: Yes. You may attend the special meeting and vote your shares in person rather than signing and mailing your proxy card. If your shares are held in the name of your bank or broker, you will need additional documentation to vote in person at the meeting.

Q: Can I change or revoke my cash election once I have mailed my signed form of election?

A: Yes. You can change or revoke your cash election in writing at any time prior to the election deadline of 5:00 p.m., Eastern Time, on March 17, 2006.

Q: Should I send in my stock certificates now?

A: No. Hold all of your stock certificates and send them in with the transmittal materials you will receive from the exchange agent after we complete the merger.

Q: Whom can I call with questions?

A: If you want additional copies of this document, or if you want to ask any questions about the merger, you should contact:

Kenneth E. LaRoe

Chairman and Chief Executive Officer

Florida Choice Bankshares, Inc.

18055 U.S. Highway 441

Mt. Dora, Florida 32757

Telephone: (352) 735-6161

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SUMMARY

This summary highlights selected information from this proxy statement-prospectus. It may not contain all of the information that is important to you. You should carefully read this entire document and the other documents to which we refer. These will give you a more complete description of the transactions we are proposing. For more information about Alabama National and Florida Choice, see WHERE YOU CAN FIND MORE INFORMATION (page 69). Each item in this summary refers to the pages where that subject is discussed more fully.

Parties to the Merger (Pages 63 and 64)

Alabama National BanCorporation

1927 First Avenue North

Birmingham, Alabama 35203

(205) 583-3600

Alabama National is a bank holding company headquartered in Birmingham, Alabama. Alabama National operates 85 locations through ten bank subsidiaries in Alabama, Florida and Georgia. Through its subsidiary banks, Alabama National provides full banking services to individuals and small businesses. As of September 30, 2005, Alabama National had total assets of about $5.89 billion, total deposits of about $4.27 billion, and total shareholders equity of about $562.4 million.

Florida Choice Bankshares, Inc.

18055 U.S. Highway 441

Mt. Dora, Florida 32757

(352) 735-6161

Florida Choice Bankshares, Inc. is a bank holding company, providing commercial banking services through its bank subsidiary, Florida Choice Bank, a Florida state bank headquartered in Mt. Dora, Florida and operating through branch offices in Lake, Marion, Orange and Seminole Counties in Florida. As of September 30, 2005, Florida Choice Bankshares, Inc. had total assets of about $333.3 million, deposits of about $247.8 million and shareholders equity of about $38.8 million.

Shareholders Meeting to Approve Merger (Page 22)

We will hold the special meeting of Florida Choice shareholders at 5:30 p.m. local time, on Monday, March 20, 2006, at the Eustis Community Center, 601 Northshore Drive, Eustis, Florida 32726. At this important meeting, we will ask Florida Choice s shareholders to (1) consider and vote upon approval of the merger agreement, and (2) act on any other matters that may properly be put to a vote at the Florida Choice special meeting. You may vote at the Florida Choice meeting if you owned Florida Choice shares at the close of business on January 23, 2006. As of such date, there were 2,565,615 shares of Florida Choice common stock issued and outstanding and entitled to be voted at the special meeting.

Approval of the Merger Agreement (Page 24)

Terms of the Merger (Page 24). The merger agreement is the document that governs the merger of Florida Choice with Alabama National and the issuance of shares of Alabama National common stock and/or cash consideration to Florida Choice s shareholders in connection with the merger. We encourage you to read the merger agreement that is attached to this proxy statement-prospectus as *Appendix A*. The merger agreement provides for the merger of Florida Choice with Alabama National. The surviving entity following the merger will

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be Alabama National. Florida Choice Bank will become a wholly owned subsidiary of Alabama National upon consummation of the merger.

Merger Consideration (Page 24). The merger agreement provides that Florida Choice shareholders who do not exercise their appraisal rights will receive, for each share of Florida Choice common stock owned, (1) 0.6079 shares of common stock in Alabama National, (2) $39.52 in cash, or (3) a combination of (1) and (2). A total of not more than 1,480,881 shares of Alabama National common stock and a total of $5.12 million of cash consideration (or approximately 5% of the total consideration) will be paid for the shares of Florida Choice common stock. Florida Choice shareholders have the opportunity to elect the number of shares of Florida Choice common stock that are exchanged for cash instead of Alabama National common stock. However, unless Alabama National decides to increase the amount of total cash paid in this transaction to up to 20% of the aggregate merger consideration, the total amount of cash consideration is fixed at $5.12 million. Therefore, the amount of cash ultimately received in the merger could be more or less than the amount elected. Additionally, if cash elections made by Florida Choice shareholders are less than $5.12 million, then all Florida Choice shareholders will receive some cash in exchange for their shares in accordance with the allocation procedures described in more detail below.

Stock Consideration (Page 24). Each share of Florida Choice common stock issued and outstanding at the effective time of the merger that is not exchanged for cash will be converted into and exchanged for 0.6079 shares of Alabama National common stock (the Exchange Ratio).

Election to Receive Cash Consideration In Lieu of Common Stock (Page 25). A Florida Choice shareholder may elect to receive cash instead of the shares of Alabama National common stock that he or she would otherwise receive in exchange for some or all of his or her shares of Florida Choice common stock. Any such cash election must be made in accordance with the election procedures described in this proxy statement-prospectus. See APPROVAL OF THE MERGER AGREEMENT Procedures for Making a Cash Election on page 25. The amount of cash that a Florida Choice shareholder will receive under a cash election will be subject to the cash allocation procedures described below. In our discussion we may refer to the amount of cash to be received for each share of Florida Choice common stock converted in connection with the cash election as the per share cash election consideration.

Shareholders who choose to receive cash consideration will receive $39.52 in cash for each share of Florida Choice stock covered by the election.

Under the merger agreement, the total cash consideration that Alabama National will pay in connection with the merger is equal to $5.12 million. If the number of shareholders who elect to receive cash instead of shares of Alabama National common stock would cause the total amount of cash to be paid by Alabama National to either exceed $5.12 million or to fall below $5.12 million, then Alabama National will allocate and proportionately reduce or increase, as the case may be, the amount of cash which would be received by Florida Choice shareholders. If the cash elections by Florida Choice shareholders would exceed $5.12 million in cash payments, Alabama National, in its discretion, may increase the total amount of cash consideration up to the actual amount of the total cash elections, not to exceed 20% of the aggregate merger consideration.

Florida Choice shareholders who elect to receive cash for all or a portion of their shares but do not receive the entire amount of cash elected will automatically receive shares of Alabama National common stock. If the total amount of cash would be less than $5.12 million based on the cash elections, then all Florida Choice

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shareholders, including those who did not submit cash election forms, will receive some portion of the merger consideration in cash.

See APPROVAL OF THE MERGER AGREEMENT Procedures for Making a Cash Election on pages 25 and 26 for a detailed explanation of how cash will be allocated among shareholders when cash elections are less than or greater than $5.12 million.

Regulatory Approvals; Effective Time (Pages 43 and 29). Completion of the merger is subject to the approval of the Board of Governors of the Federal Reserve System and the Florida Office of Financial Regulation. We have obtained the approval of both of these regulatory agencies.

The merger will become effective as of the date and at the time that the later of the following occurs:

(1) the articles of merger reflecting the merger are accepted for filing by the Secretary of State of Florida;

(2) the certificate of merger reflecting the merger is accepted for filing by the Secretary of State of Delaware; or

(3) such later date and time as agreed upon in writing by Alabama National and Florida Choice and specified in the articles of merger and certificate of merger.

We will not file the articles of merger and the certificate of merger until all conditions contained in the merger agreement have been satisfied or waived.

Recommendation of Florida Choice s Board of Directors; Opinion of Keefe, Bruyette & Woods, Inc. (Pages 23 and 32). Florida Choice s board of directors believes that the merger is fair to you and in your best interests, and recommends that you vote FOR the proposal to approve the merger and the merger agreement. In deciding to approve the merger, Florida Choice s board of directors considered, among other things, the opinion of Keefe, Bruyette & Woods, Inc., an investment banking and financial advisory firm with significant experience in evaluating merger transactions in the financial services industry. Keefe, Bruyette & Woods, Inc. provided an opinion to Florida Choice s board of directors that, as of the date of the opinion, the consideration to be received by Florida Choice s shareholders, as provided in the merger agreement, was fair from a financial point of view to Florida Choice s shareholders. We have attached as *Appendix C* the written opinion of Keefe, Bruyette & Woods, Inc. dated October 27, 2005. You should read it and the disclosure entitled Opinion of Keefe, Bruyette & Woods, Inc. beginning on page 32 carefully to understand the assumptions made, matters considered and limitations of the review undertaken by Keefe, Bruyette & Woods, Inc. in providing its opinion.

Votes Required (Page 22). In order to approve the merger agreement, Florida Choice s shareholders holding a majority of the outstanding shares of Florida Choice common stock must vote for the merger agreement. The directors and executive officers of Florida Choice and Florida Choice Bank beneficially owned, as of September 30, 2005, a total of 1,180,263 shares (46.00%) of Florida Choice common stock (excluding stock options). Each of these persons has agreed, subject to certain conditions, to vote his or her shares of Florida Choice common stock in favor of the merger agreement.

Surrender of Stock Certificates (Page 27). Following the merger, holders of Florida Choice stock certificates will need to exchange their certificates for new certificates of Alabama National common stock, or, if properly elected, for the per share cash election consideration. Shortly after we complete the merger, Alabama National will send Florida Choice s shareholders detailed instructions on how to exchange their shares. Please do not send us any stock certificates until you receive these instructions.

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Conditions to Consummation of the Merger (Page 41). The completion of the merger depends on meeting a number of conditions, including the following: (1) Florida Choice s shareholders must approve the merger agreement, (2) we must receive all required regulatory approvals and any waiting periods required by law must have passed, (3) we must receive consents of third parties necessary to the consummation of the merger, and (4) we must receive certain opinions of counsel.

Effect on Certain Employee Benefit Plans of Florida Choice (Page 40).

401(k) Plan. Florida Choice Bank s 401(k) plan will be terminated prior to the merger, and all participants will become fully vested. Alabama National will offer each eligible employee of Florida Choice the opportunity to enroll in Alabama National s 401(k) plan.

Salary Continuation Agreements and Supplemental Life Insurance Agreements. Certain officers of Florida Choice and Florida Choice Bank have salary continuation agreements and supplemental life insurance agreements which will be modified and/or terminated as a result of the Merger. See APPROVAL OF THE MERGER AGREEMENT Interests of Certain Persons in the Merger beginning at page 46.

Treatment of Florida Choice Stock Options. At the time we complete the merger, all outstanding stock options granted by Florida Choice under its stock option plans will be converted automatically into options to purchase Alabama National common stock, unless an option holder has elected to cancel his or her options in exchange for cash, as described below. Alabama National will assume these options subject to their existing terms, including any acceleration in vesting that will occur as a consequence of the merger. The number of shares of Alabama National common stock that may be purchased upon exercise of each assumed option will be calculated according to the Exchange Ratio.

Under the terms of the merger agreement, holders of Florida Choice stock options may elect instead to cancel their options as of the time the merger is complete in exchange for cash. If an option holder elects to receive cash, he or she will receive cash in an amount equal to the number of shares covered by the option multiplied by the excess of (A) the price derived by adding the averages of the high and low sales price of one share of Alabama National common stock quoted on the Nasdaq Stock Market on each of the ten days ending on the fifth business day prior to the effective time of the merger (the average quoted price), multiplied by 0.6079, and (B) the exercise price per share. For example, if the average quoted price were $60.00, the holder of an option to buy 100 shares of Florida Choice common stock at $16.00 per share would be entitled to receive $2,047.40 (calculated as follows: 100 shares X {(0.6079 X $60.00)-$16.00}) if such holder elected this alternative.

The directors of Florida Choice and Florida Choice Bank and certain executives of Florida Choice and Florida Choice Bank, who hold over 90% of the outstanding options of Florida Choice, have elected to cancel their options in exchange for cash. The closing of the merger is conditioned upon holders of at least 90% of the outstanding options electing to cancel their options in exchange for cash. See Interests of Certain Persons in the Merger (Page 46).

Federal Income Tax Consequences (Page 49). We expect that you will not recognize gain for U.S. federal income tax purposes in the merger if you exchange all of your shares of Florida Choice common stock for shares of Alabama National common stock, except in connection with any cash received instead of fractional shares. If you receive cash for all or part of your shares of Florida Choice common stock pursuant to the cash election or allocation procedures, or the exercise of appraisal rights, you generally will recognize gain. Florida Choice and Alabama National have received a legal opinion that this will be the case. This legal opinion is filed as an exhibit to the Registration Statement of which this proxy statement-prospectus forms a part.

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This tax treatment may not apply to some Florida Choice shareholders. Determining the actual tax consequence of the merger to you as an individual taxpayer can be complicated. The tax treatment will depend on your specific situation and many variables not within our control. You should consult your own tax advisor for a full understanding of the tax consequences of this merger to you.

Management and Operations after the Merger (Page 46). Following the merger, the combined company will operate under the name Alabama National BanCorporation, and Florida Choice Bank will become a wholly-owned subsidiary of Alabama National. The Board of Directors of Florida Choice Bank will consist of the current directors of Florida Choice Bank plus one or more officers of Alabama National. Following the merger, Kenneth E. LaRoe, currently the Chairman and Chief Executive Officer of Florida Choice and Florida Choice Bank, will continue to serve as Chairman of the Board of Directors of Florida Choice Bank, John R. Warren, currently the President of Florida Choice and Florida Choice Bank, will serve as Chief Executive Officer of Florida Choice Bank, and Robert L. Porter, currently the Chief Financial Officer of Florida Choice and the Chief Operating Officer of Florida Choice Bank, will continue to serve as Chief Operating Officer of Florida Choice Bank. Florida Choice Bank has entered into employment agreements with several existing officers and employees of Florida Choice Bank, in addition to Messrs. LaRoe, Warren and Porter, as discussed below. It is not expected that any significant change in employees at Florida Choice Bank will be made as a result of the merger.

All current Alabama National officers and directors are expected to continue to serve in their current positions after the completion of the merger.

Interests of Certain Persons in the Merger that are Different from Yours (Page 46). Certain directors and officers of Florida Choice and Florida Choice Bank have interests in the merger that are different from your interests. Certain officers and directors of Florida Choice Bank will continue to serve as officers and directors of Florida Choice Bank following the merger. In addition, Messrs. LaRoe, Warren and Porter have entered into new employment agreements with Florida Choice Bank. Each of these new employment agreements is being held in escrow and is to become effective upon completion of the merger. Mr. LaRoe s new employment agreement will provide Mr. LaRoe with an annual salary of at least $100,000 for up to two years following the merger, for service as the Chairman of Florida Choice Bank. Mr. Warren s new employment agreement will provide Mr. Warren with an annual salary of at least $185,000 for up to five years following the merger, for service as the Chief Executive Officer of Florida Choice Bank. Mr. Porter s new employment agreement will provide Mr. Porter with an annual salary of at least $185,000 for up to five years following the merger, for service as the Chief Operating Officer of Florida Choice Bank. Mr. Warren and Mr. Porter will each have the opportunity to earn annual bonuses under their new employment agreements. All three of these new employment agreements also contain non-compete restrictions. These three new employment agreements, once they become effective, will supersede all of the terms of Mr. LaRoe s, Mr. Porter s and Mr. Warren s current employment agreements, which will automatically terminate on the date that the merger is completed. If, for any reason, the merger is not completed, the current employment agreements will continue to be effective.

Florida Choice Bank has entered into employment agreements, effective January 1, 2006, with each of the following eight officers: Tom Coletta, Stephen Jeuck, Tim Roberson, Paul Rountree, Sharon Stovall, Ray Taylor, Chris VanBuskirk and Joe Vorwerk. These agreements have employment terms ranging from one to five years, provide for annual salaries ranging from $80,000 to $140,000, and provide each employee with the opportunity to earn annual bonuses. Additionally, each of these persons will be entitled to receive a stay bonus ranging from $10,000 to $145,000 if they remain employed with Florida Choice Bank through the date of the consummation of the merger. The total amount of these stay bonuses in the aggregate is $525,000. Prior to January 1, 2006, several of these employees had an existing employment agreement, change in control agreement and/or severance agreement with Florida Choice Bank. Each of these agreements was replaced, effective January 1, 2006, with the new employment agreements described above.

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Additionally, Messrs. LaRoe, Warren, Porter, Coletta and Jeuck had existing salary continuation agreements pursuant to which they were eligible for supplemental retirement benefits. These benefits were to become fully vested as a result of the merger. Rather than initiate these payments on retirement, each of these employees agreed to terminate his salary continuation agreement, effective December 15, 2005, in exchange for a lump sum payment equal to the present value of the retirement benefits as of December 31, 2005. Messrs. LaRoe, Warren, Porter, Coletta and Jeuck received lump sum payments of $676,824, $526,778, $608,754, $359,116 and $382,495, respectively, related to the termination of these salary continuation agreements.

In addition, the directors and officers of Florida Choice and Florida Choice Bank hold stock options that otherwise would be converted at the time we complete the merger into options to purchase Alabama National common stock. These directors and officers have elected to cancel their options as of the completion of the merger, in exchange for cash.

Alabama National and Florida Choice anticipate that 21 of the 24 non-executive directors of Florida Choice Bank will enter into non-compete agreements to be effective upon the completion of the merger. To date, 20 of these non-executive directors have entered into non-compete agreements. Each non-executive director of Florida Choice Bank will receive a payment of $5,000 as consideration for the restrictions of their non-compete agreements.

Accounting Treatment (Page 50). The merger will be accounted for as a purchase by Alabama National of Florida Choice under generally accepted accounting principles. Under the purchase method of accounting, the assets and liabilities of the company not surviving a merger are, as of completion of the merger, recorded at their respective fair values and added to those of the surviving company. To the extent the consideration paid exceeds the fair value of the net assets acquired, goodwill is recorded. Financial statements of the surviving company issued after consummation of the merger reflect these values, but are not restated retroactively to reflect the historical financial position or results of operations of the company not surviving.

Market Prices. The following table sets forth (1) the market value of Alabama National common stock, (2) the market value of Florida Choice common stock and (3) the price to be paid for each share of Florida Choice common stock on an equivalent per share basis determined as if the completion of the merger occurred on (A) October 26, 2005, the business day immediately preceding the announcement of the execution of the merger agreement and (B) January 24, 2006, the last day for which such information could be calculated prior to the printing and mailing of this proxy statement-prospectus:

	Alabama National Common Stock(1)	Florida Choice Common Stock(2)	Equivalent Price Per Share of Florida Choice(3)
October 26, 2005	$ 63.32	N/A	$ 38.49
January 24, 2006	$ 69.00	N/A	$ 41.95

(1) Determined on an historical basis with reference to the last sales price as reported on the Nasdaq Stock Market for each particular date.
(2) There is no established public trading market for the Florida Choice common stock on which a historical market value could be based.
(3) Determined on an equivalent price per share basis by multiplying the Alabama National market value on each particular date by the Exchange Ratio of 0.6079.

Resales of Alabama National Stock (Page 51). The shares of Alabama National common stock issued to Florida Choice s shareholders in the merger will be freely transferable under federal securities law, except for shares issued to any shareholder who may be deemed an affiliate of Florida Choice for purposes of Rule 145 under the Securities Act (generally including directors, executive officers and beneficial owners of 10%

of any class of capital stock of Florida Choice). Affiliates will be subject to certain restrictions on resales of newly acquired Alabama National shares.

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Waiver and Amendment; Termination (Page 45). Either Alabama National or Florida Choice may waive or extend the time for performing the others obligations under the merger agreement. In addition, the boards of directors of each of Alabama National and Florida Choice may agree to amend the merger agreement, subject to certain conditions in the merger agreement. The merger agreement may be terminated at any time prior to completion of the merger by the agreement of Florida Choice and Alabama National.

Either company can also terminate the merger agreement under the following circumstances:

(1) if any government body whose approval is necessary to complete the merger makes a final decision not to approve the merger;

(2) if we do not or cannot complete the merger by May 31, 2006;

(3) if Florida Choice s shareholders do not approve the merger agreement;

(4) if Florida Choice or Alabama National, as the case may be, materially violates any of its representations, warranties or obligations under the merger agreement; or

(5) by either Florida Choice or Alabama National if there is a material adverse change to the business of the other party.

Florida Choice may terminate the merger agreement in certain circumstances if it decides to enter into a superior acquisition proposal with another potential business combination partner. In such event, Florida Choice has agreed to pay Alabama National a termination fee of $3.0 million.

Alabama National may terminate the merger agreement if (1) the board of directors of Florida Choice withdraws, adversely modifies or fails upon request to reconfirm its recommendation of the merger, (2) the board of directors of Florida Choice approves another acquisition proposal or recommends approval of another acquisition proposal to its shareholders, (3) the board of directors of Florida Choice fails to call the special meeting of shareholders, or (4) any person or entity becomes the beneficial owner of 25% or more of the outstanding shares of Florida Choice common stock. In the event that Alabama National terminates the merger agreement for any of the reasons in the previous sentence, Florida Choice has agreed to pay Alabama National a termination fee of $3.0 million. Alabama National may also terminate the merger agreement if holders of more than 5% of the outstanding Florida Choice shares have properly asserted appraisal rights under Florida law.

Generally, the entity seeking to terminate the merger agreement cannot itself be in violation of the merger agreement so as to allow the other party to terminate the agreement.

Effect of Merger on Rights of Shareholders (Page 58). As a Florida Choice shareholder, your rights are currently governed by Florida Choice s Articles of Incorporation and Bylaws and by Florida law. Upon completion of the merger, if you do not elect to receive all cash for your shares of Florida Choice common stock (or if you elect all cash consideration where the limitation on the total cash consideration payable in the merger is exceeded), you will automatically become an Alabama National shareholder. Your rights as an Alabama National shareholder will be determined by Alabama National s Restated Certificate of Incorporation, as amended, and Alabama National s Amended and Restated Bylaws and by the Delaware General Corporation Law. The rights of Alabama National s shareholders differ from the rights of Florida Choice s shareholders in certain important respects.

Appraisal Rights (Page 28). As a Florida Choice shareholder, you are entitled to assert appraisal rights in the merger and receive cash in respect of the fair value of your shares of Florida Choice common stock. To do this, you must follow the procedures required by Florida law, including filing a notice with Florida Choice prior to the vote on the merger and **not voting in favor of the merger**. The procedures to be followed by shareholders with respect to their appraisal rights are summarized under APPROVAL OF THE MERGER AGREEMENT

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Appraisal Rights at page 28. A copy of Florida s statutory provisions regarding appraisal rights is set forth in *Appendix B* to this proxy statement-prospectus. **Failure to precisely follow such provisions will result in the loss of your appraisal rights.**

The merger agreement may be terminated by Alabama National if the holders of more than 5% of the outstanding shares of Florida Choice common stock properly assert their appraisal rights. Further, assertion of appraisal rights by holders of a significant number of shares of Florida Choice common stock could cause the merger not to qualify as a tax-free reorganization for federal income tax purposes.

Alabama National Selected Consolidated Financial Data

The table on the following page presents selected consolidated financial data and ratios on a historical basis for Alabama National. This information is based on the consolidated financial statements of Alabama National that it has presented in its filings with the Securities and Exchange Commission and should be read in conjunction with the information in such consolidated financial statements.

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FIVE-YEAR SUMMARY OF SELECTED FINANCIAL DATA

(Amounts in thousands, except ratios and per share data)

	Nine Months Ended September 30,		Year Ended December 31,				
	2005	**2004**	**2004**	**2003**	**2002**	**2001(1)**	**2000(1)**
Income Statement Data:							
Interest income	$ 222,604	$ 165,099	$ 229,186	$ 178,631	$ 178,147	$ 179,537	$ 171,222
Interest expense	75,253	47,181	65,934	57,668	65,313	90,393	90,987
Net interest income	147,351	117,918	163,252	120,963	112,834	89,144	80,235
Provision for loan and lease losses	5,975	4,130	4,949	5,931	7,956	3,946	2,506
Net interest income after provision for loan and lease losses	141,376	113,788	158,303	115,032	104,878	85,198	77,729
Net securities gains (losses)	72			46	35	246	(119)
Noninterest income	53,038	55,494	72,785	78,258	61,129	48,461	33,466
Noninterest expense	120,366	109,969	148,293	131,864	113,577	92,233	74,111
Income before income taxes	74,120	59,313	82,795	61,472	52,465	41,672	36,965
Provision for income taxes	25,362	20,034	28,122	20,398	16,735	13,232	11,421
Income before minority interest in earnings of consolidated subsidiary	48,758	39,279	54,673	41,074	35,730	28,440	25,544
Minority interest in earnings of consolidated subsidiary		22	29	28	28	25	26
Net income	$ 48,758	$ 39,257	$ 54,644	$ 41,046	$ 35,702	$ 28,415	$ 25,518
Balance Sheet Data:							
Total assets	$ 5,887,078	$ 5,144,106	$ 5,315,869	$ 3,820,112	$ 3,316,168	$ 2,843,497	$ 2,358,285
Earning assets	5,330,815	4,650,375	4,841,255	3,512,744	3,034,980	2,612,806	2,140,562
Securities	1,148,333	1,170,793	1,200,407	810,227	700,333	567,688	386,059
Loans held for sale	33,128	22,634	22,313	16,415	51,030	36,554	5,226
Loans and leases, net of unearned income	4,059,919	3,400,297	3,495,701	2,659,440	2,191,394	1,964,169	1,710,810
Allowance for loan and lease losses	51,679	45,903	46,584	36,562	32,704	28,519	22,368
Deposits	4,269,593	3,634,724	3,934,723	2,753,749	2,330,395	2,066,759	1,807,095
Short-term debt	78,000	40,000	30,500	41,150	152,100	68,350	91,439
Long-term debt	311,425	403,792	393,688	332,393	240,065	209,631	83,926
Stockholders equity	562,448	521,231	529,543	279,418	234,492	207,886	171,604
Weighted Average Shares Outstanding Diluted (2)	17,404	15,680	16,100	12,957	12,683	12,141	11,973
Per Common Share Data:							
Net income diluted	$ 2.80	$ 2.50	$ 3.39	$ 3.17	$ 2.81	$ 2.34	$ 2.13
Book value (period end)	32.89	30.70	31.15	21.76	18.95	16.84	14.56
Dividends declared	1.0125	0.94	1.25	1.14	1.00	0.92	0.84
Dividend payout ratio diluted	36.14%	37.45%	36.87%	35.96%	35.59%	39.32%	39.44%
Performance Ratios:							
Return on average assets(3)	1.17%	1.11%	1.13%	1.14%	1.18%	1.12%	1.17%

Return on average equity(3)	11.96	12.39	12.15	15.89	16.01	15.40	16.29
Net interest margin (4)	3.90	3.67	3.71	3.65	4.07	3.83	4.03
Net interest margin (taxable equivalent) (4)	3.94	3.71	3.74	3.68	4.11	3.88	4.08
Asset Quality Ratios:							
Allowance for loan and lease losses to period end loans (5)	1.27%	1.35%	1.33%	1.37%	1.49%	1.45%	1.31%
Allowance for loan and lease losses to period end nonperforming loans (6)	697.33	556.27	575.75	372.44	318.07	377.09	614.17
Net charge-offs to average loans and leases (5)	0.03	0.07	0.06	0.13	0.18	0.09	0.04
Nonperforming assets to period end loans and leases and foreclosed property (5)(6)	0.20	0.29	0.28	0.40	0.59	0.47	0.30
Capital and Liquidity Ratios:							
Average equity to average assets	9.81%	8.98%	9.29%	7.17%	7.36%	7.28%	7.16%
Leverage (4.00% required minimum)	8.30	8.46	8.44	7.73	7.52	7.61	6.83
Risk-based capital							
Tier 1 (4.00% required minimum)	10.78	12.18	11.49	10.47	10.00	9.92	8.86
Total (8.00% required minimum)	11.98	13.43	12.74	11.73	11.26	11.17	10.11
Average loans and leases to average deposits	93.39	92.25	92.30	94.38	96.44	97.74	94.04

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(1) On January 31, 2001, Peoples State Bank of Groveland (PSB) merged with a newly formed subsidiary of Alabama National, whereby PSB became a wholly owned subsidiary of Alabama National (the PSB Merger). Because the merger was accounted for as pooling-of-interests, the historical Five-Year Summary of Selected Financial Data for all periods have been restated to include the results of operations of PSB from the earliest period presented, except for dividends per common share.
(2) The weighted average common shares include those of PSB at the applicable exchange ratios.
(3) Annualized for the quarterly periods.
(4) Net interest income divided by average earning assets.
(5) Does not include loans held for sale.
(6) Nonperforming loans and nonperforming assets include loans past due 90 days or more that are still accruing interest. It is Alabama National s policy to place all loans on nonaccrual status when over ninety days past due.

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Florida Choice Selected Consolidated Financial Data

The table below presents selected consolidated financial data and ratios on a historical basis for Florida Choice. This information is based on the consolidated financial statements of Florida Choice that it has presented in its filings with the Securities and Exchange Commission and should be read in conjunction with the information in such consolidated financial statements.

SELECTED FINANCIAL DATA

($ in thousands, except per share amounts)

	September 30,		December 31,				
	2005	2004	2004	2003	2002	2001	2000
Total Assets	$ 333,302	185,161	$ 188,636	149,073	107,522	67,185	52,013
Loans, net	277,443	140,486	153,158	120,740	83,262	55,968	41,180
Cash and cash equivalents	11,586	13,550	5,037	7,203	7,518	3,314	2,465
Securities	27,295	22,140	21,441	13,665	12,461	4,526	5,335
Deposits	247,811	145,757	152,432	123,510	3,771	58,019	45,595
Borrowed funds	45,126	21,367	18,580	12,983	4,409		
Stockholders equity	38,809	16,467	17,001	11,611	8,908	8,390	6,172

	Nine Months Ended September 30,		For the Year Ended December 31,				
	2005	2004	2004	2003	2002	2001	2000
Interest income	12,219	6,725	9,471	7,089	5,532	4,596	3,046
Interest expense	3,759	1,902	2,658	2,280	2,267	2,385	1,607
Net interest income	8,460	4,823	6,813	4,809	3,265	2,211	1,439
Provision for loan losses	1,360	202	202	441	362	383	393
Net interest income after provision for loan losses	7,100	4,621	6,611	4,368	2,903	1,828	1,046
Noninterest income	754	731	904	803	504	471	173
Noninterest expense	4,919	3,397	4,712	3,961	2,761	2,093	1,590
Earnings before income taxes	2,935	1,955	2,803	1,210	646	206	(371)
Income taxes	963	695	996	416	233	77	(295)
Net income (loss)	1,972	1,260	1,807	794	413	129	(76)
Basic earnings per share	$ 0.96	$ 0.98	1.43	.90	.47	.17	(.11)
Weighted average number of common shares outstanding for basic	2,062,706	1,285,549	1,266,572	886,550	879,527	769,460	709,426
Diluted earnings per share	$ 0.94	$ 0.95	1.40	.87	.46	.16	(.11)
Weighted average number of common shares outstanding for diluted	2,105,793	1,321,070	1,288,706	918,034	897,596	806,543	709,426

SELECTED CONSOLIDATED FINANCIAL RATIOS AND OTHER DATA:

	At or For the Nine Months Ended September 30,	At or For the Year Ended December 31,

	2005	2004	2004	2003	2002	2001	2000
Return on average assets (1)	0.99%	1.15%	1.05%	.63%	.46%	.21%	(.20)%
Return on average equity (1)	8.70%	12.80%	11.60%	8.60%	4.76%	1.84%	(1.23)%
Dividend payout ratio	%	%	%	%	%	%	%
Average equity to average assets	11.38%	9.01%	9.00%	8.00%	9.90%	12.20%	16.50%
Total equity to total assets	11.64%	8.89%	9.00%	7.80%	8.30%	12.50%	11.90%
Yield on average earnings assets (2)	6.54%	5.65%	5.80%	5.89%	6.43%	7.93%	8.73
Net interest margin	4.53%	4.05%	4.17%	4.00%	3.80%	3.82%	4.12%
Nonperforming assets to total assets (3)	0.01%	0.53%	%	0.79%	0.01%	.49%	.05%
Nonperforming loans to total loans	0.02%	0.69%	%	0.96%	0.01%	.54%	.05%
Allowance for loan losses to gross loans	1.11%	1.22%	1.12%	1.28%	1.36%	1.47%	1.42%
Charge-off ratio	0.00%	0.02%	0.02%	0.03%	0.07%	0.28%	0.01%
Noninterest expenses to average assets	2.47%	2.42%	2.73%	3.13%	3.05%	3.35%	4.16%
Operating efficiency ratio (4)	53.39%	61.16%	61.06%	70.58%	73.24%	78.02%	98.63%
Net interest income to noninterest expenses	171.99%	141.98%	144.60%	121.40%	118.30%	105.60%	90.50%
Total shares outstanding	2,565,615	1,303,233	1,303,233	1,033,225	879,730	874,790	709,426
Book value per common share outstanding	$ 15.13	$ 12.64	$ 13.05	11.24	10.13	9.59	8.70
Number of banking offices (all full-service)	6	2	2	2	2	1	1

(1) Annualized for the quarterly periods.
(2) Reflects interest income as a percent of average interest earning assets.
(3) Non-performing loans consist of nonaccrual loans and accruing loans contractually past due ninety days or more.
(4) Noninterest expense divided by the sum of net interest income plus noninterest income.

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Comparative Per Share Data

The following table shows information about Alabama National s and Florida Choice s net income per share, dividends per share and book value per share, and similar information reflecting the merger of Alabama National and Florida Choice and is referred to as pro forma information. In presenting the comparative pro forma information for certain time periods we assumed that Alabama National and Florida Choice had been merged throughout those periods.

The information listed as pro forma equivalent was computed by multiplying the pro forma amounts by the exchange ratio of 0.6079. This ratio is intended to reflect that each Florida Choice stockholder will receive 0.6079 shares of Alabama National common stock for each share Florida Choice common stock.

The pro forma and pro forma equivalent information was calculated assuming that Florida Choice shareholders will receive an aggregate of $5.12 million in cash consideration and the remaining Florida Choice shareholders will receive Alabama National common stock, as provided for in the merger agreement.

The pro forma information, while helpful in illustrating the financial attributes of the combined company under one set of assumptions, does not attempt to predict or suggest future results. Also, the information we have set forth for the nine-month period ended September 30, 2005 does not indicate what the results will be for the full 2005 fiscal year.

The information in the following table is based on the historical financial information of Alabama National and Florida Choice. See WHERE YOU CAN FIND MORE INFORMATION on page 69.

COMPARATIVE PER SHARE DATA

	As of / For the Nine Months Ended September 30, 2005	For the Year Ended December 31, 2004
Earnings per common share		
Alabama National historical	$ 2.84	$ 3.45
Florida Choice historical	0.96	1.43
Pro forma combined (1)	2.77	3.42
Florida Choice pro forma equivalent (2)	1.68	2.08
Diluted		
Alabama National historical	2.80	3.39
Florida Choice historical	0.94	1.40
Pro forma combined (1)	2.73	3.37
Florida Choice pro forma equivalent (2)	1.66	2.05
Cash dividends declared		
Alabama National historical	1.0125	1.25

Florida Choice historical		
Pro forma combined (3)	1.0125	1.25
Florida Choice pro forma equivalent (4)	0.62	0.76
Shareholders equity per common share (5)		
Alabama National historical	32.89	N/A
Florida Choice historical	15.12	N/A
Pro forma combined (1)	36.14	N/A
Florida Choice pro forma equivalent (2)	21.97	N/A

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N/A Not applicable due to the fact that the pro forma balance sheet is only calculated at September 30, 2005 which assumes the transaction consummated on the latest balance sheet date in accordance with Rule 11.02(b) of Regulation S-X.

(1) Represents the combined results of Alabama National and Florida Choice as if the merger had been completed on January 1, 2004 (or September 30, 2005, in the case of shareholders equity per common share), and accounted for as a purchase.

(2) Represents pro forma combined information multiplied by the exchange ratio of 0.6079.

(3) Same as historical since no change in dividend policy is expected as a result of the merger.

(4) Represents historical dividends declared per share by Alabama National multiplied by the exchange ratio of 0.6079.

(5) Based on an assumed purchase price using the average price of Alabama National common stock for the ten-day period prior to October 26, 2005.

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RISK FACTORS

In addition to the other information included in this proxy statement-prospectus, shareholders of Florida Choice are urged to consider carefully the following factors in determining whether to approve the merger agreement:

Combining our two companies may be more difficult, costly or time-consuming than we expect.

Alabama National and Florida Choice have operated, and, until the completion of the merger, will continue to operate, independently. It is possible that the integration process could result in the loss of key employees, the disruption of each company s ongoing business or inconsistencies in standards, controls, procedures and policies that adversely affect our ability to maintain relationships with clients and employees or to achieve the anticipated benefits of the merger. As with any merger of banking institutions, there also may be disruptions that cause us to lose customers or cause customers to take their deposits out of our banks.

Alabama National cannot guarantee that it will pay dividends to shareholders in the future.

The principal business operations of Alabama National are conducted through its subsidiary banks. Cash available to pay dividends to shareholders of Alabama National is derived primarily, if not entirely, from dividends paid by the banks. After the merger, the ability of the banks to pay dividends to Alabama National as well as Alabama National s ability to pay dividends to its shareholders will continue to be subject to and limited by certain legal and regulatory restrictions. Further, any lenders making loans to Alabama National may impose financial covenants that may be more restrictive than regulatory requirements with respect to the payment of dividends by Alabama National. There can be no assurance of whether or when Alabama National may pay dividends after the merger.

Fixed Merger Consideration Despite Potential Change in Relative Stock Prices.

Upon completion of the merger, each share of Florida Choice common stock will be converted into the right to receive 0.6079 shares of Alabama National common stock or, subject to certain limitations, $39.52 in cash. This exchange ratio will not be adjusted in the event of any increase or decrease in the price of Alabama National common stock (subject to certain exceptions). The price of Alabama National common stock when the merger takes place may vary from its price at the date of this proxy statement-prospectus and at the date of the special meeting of shareholders of Florida Choice. For example, during the twelve month period ending on January 24, 2006 (the most recent practicable date prior to the printing of this proxy statement-prospectus), the closing prices of Alabama National common stock varied from a low of $56.54 to a high of $69.00 and ended that period at $69.00. Such variations may be the result of changes in the business, operations or prospects of Alabama National, Florida Choice or the merged companies, regulatory considerations, general market and economic conditions and other factors.

Holders of common stock of Florida Choice are urged to obtain current market quotations for Alabama National common stock.

Alabama National and its subsidiary banks operate in a heavily regulated environment.

The banking industry is heavily regulated. Subsequent to the merger, Alabama National and its subsidiary banks will be subject, in certain respects, to regulation by the Federal Reserve, the Federal Depository Insurance Corporation (the FDIC), the Office of the Comptroller of the Currency (the OCC), the Alabama State Banking Department, the Florida Office of Financial Regulation and the Georgia State Banking Department. The success of Alabama National depends not only on competitive factors but also on state and federal regulations affecting banks and bank holding companies. The regulations are primarily intended to protect depositors, not shareholders. The ultimate effect of recent and proposed changes to the regulation of the financial institution

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industry cannot be predicted. Regulations now affecting Alabama National and Florida Choice may be modified at any time, and there is no assurance that such modification will not adversely affect the business of Alabama National and its subsidiary banks.

Changes in the policies of monetary authorities could adversely affect Alabama National s profitability.

The results of operations of Alabama National and Florida Choice are affected by credit policies of monetary authorities, particularly the Federal Reserve. The instruments of monetary policy employed by the Federal Reserve include open market operations in U.S. government securities, changes in the discount rate or the federal funds rate on bank borrowings and changes in reserve requirements against bank deposits. In view of changing conditions in the national economy and in the money markets, particularly in light of the continuing threat of terrorist attacks and the current military operations in the Middle East, no prediction can be made as to possible future changes in interest rates, deposit levels, loan demand or the business and earnings of Alabama National and Florida Choice. Furthermore, the actions of the United States government and other governments in responding to such terrorist attacks or the military operations in the Middle East may result in currency fluctuations, exchange controls, market disruption and other adverse effects.

Changes in the allowances for loan losses of Alabama National s subsidiary banks could affect the profitability of those banks and Alabama National.

Management of each of Alabama National s subsidiary banks and of Florida Choice maintains an allowance for loan losses based upon, among other things, (1) historical experience, (2) an evaluation of local and national economic conditions, (3) regular reviews of delinquencies and loan portfolio quality, (4) current trends regarding the volume and severity of past due and problem loans, (5) the existence and effect of concentrations of credit and (6) results of regulatory examinations. Based upon such factors, management makes various assumptions and judgments about the ultimate collectibility of the respective loan portfolios. Although each of Alabama National and Florida Choice believes that the allowance for loan losses at each of their companies is adequate, there can be no assurance that such allowances will prove sufficient to cover future losses. Future adjustments may be necessary if economic conditions differ or adverse developments arise with respect to non-performing or performing loans of Alabama National s subsidiary banks and Florida Choice. Material additions to the allowance for loan losses of Alabama National and Florida Choice would result in a material decrease in Alabama National s net income, and possibly its capital, and could result in its inability to pay dividends, among other adverse consequences.

Certain directors and officers of Florida Choice have interests in the transaction that differ from your interests.

Certain of the directors and officers of Florida Choice (and certain of their family members and related interests) have personal interests in the merger that may present them with conflicts of interest in connection with the merger. The Boards of Directors of Alabama National and Florida Choice are aware of this and have considered the personal interests disclosed in this proxy statement-prospectus in their evaluation of the merger. Reference should be made to APPROVAL OF THE MERGER AGREEMENT Background of and Reasons for the Merger beginning at page 29 and APPROVAL OF THE MERGER AGREEMENT Interests of Certain Persons in the Merger beginning at page 46, for a description of such potential conflicts of interest.

Changes in interest rates could have an adverse effect on Alabama National s income.

Alabama National s profitability depends to a significant extent upon its net interest income. Net interest income is the difference between interest income on interest-earning assets, such as loans and investments, and interest expense on interest-bearing liabilities, such as deposits and borrowings. Alabama National s net interest income will be adversely affected if market interest rates change such that the interest Alabama National pays on deposits and borrowings increases faster than the interest earned on loans and investments. Changes in interest

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rates could also adversely affect the income of certain of Alabama National s non-interest income businesses. For example, if mortgage interest rates increase, the demand for residential mortgage loans will likely decrease, and this would have an adverse effect on Alabama National s mortgage origination fee income.

Competition in the banking industry is intense.

Competition in the banking and financial services industry is intense. In their primary market areas, Alabama National s subsidiary banks compete with other commercial banks, savings and loan associations, credit unions, finance companies, mutual funds, insurance companies and brokerage and investment banking firms operating locally and elsewhere. Many of these competitors have substantially greater resources and lending limits than Alabama National s subsidiary banks and may offer certain services that Alabama National s subsidiary banks do not or cannot provide. The profitability of Alabama National depends upon its subsidiary banks continued ability to compete effectively in their market areas.

Alabama National s success depends upon local economic conditions.

Alabama National s success depends to a certain extent on the general economic conditions of the geographic markets served by Alabama National s subsidiary banks in the states of Alabama, Georgia and Florida. The local economic conditions in these areas have a significant impact on Alabama National s subsidiary banks commercial, real estate and construction loans, the ability of borrowers to repay these loans and the value of the collateral securing these loans. Adverse changes in the economic conditions of the southeastern United States in general or any one or more of these local markets could negatively impact the financial results of Alabama National s banking operations and have a negative effect on its profitability.

Alabama National may not be able to maintain its historical growth rate, which may adversely affect its results of operations and financial condition.

Alabama National has grown substantially in the past few years from approximately $2.36 billion in total assets at December 31, 2000 (as restated for a 2001 pooling-of-interests transaction) to approximately $5.89 billion in total assets at September 30, 2005. This growth has been achieved through a combination of internal growth and acquisitions. Alabama National s future profitability will depend in part on its continued ability to grow. Alabama National may not be able to sustain its historical rate of growth or may not be able to grow its business at all in the future. Alabama National may also not be able to obtain the financing necessary to fund additional growth and may not be able to find suitable candidates for additional acquisitions in the future. Various factors, such as economic conditions, regulatory and legislative considerations and competition, may impede or prohibit Alabama National s ability to acquire additional bank subsidiaries or open or acquire new branch offices.

Alabama National s continued pace of growth may require it to raise additional capital in the future, but that capital may not be available when it is needed or on favorable terms.

Alabama National is required by federal and state regulatory authorities to maintain adequate levels of capital to support its operations. Alabama National anticipates that its capital resources are satisfied for the immediate future. Alabama National may, however, need to raise additional capital to support its continued growth.

Alabama National s ability to raise additional capital, if needed, will depend on conditions in the capital markets at that time, which are outside its control, and on its financial performance. Accordingly, Alabama National cannot assure you of its ability to raise additional capital, if needed, on terms acceptable to it or at all. If Alabama National cannot raise additional capital when needed, its ability to further expand its operations through internal growth and acquisitions could be materially impaired.

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Alabama National s directors and executive officers own a significant portion of its common stock.

Alabama National s directors and executive officers, as a group, beneficially owned approximately 20.4% of Alabama National s common stock outstanding as of September 30, 2005. As a result of their beneficial ownership, directors and executive officers will have the ability, by voting their shares in concert, to significantly influence the outcome of all matters submitted to Alabama National s stockholders for approval, including the election of directors.

Alabama National makes and holds in its loan portfolio a significant number of construction loans, which may pose more credit risk than other types of real estate loans.

Alabama National offers residential and commercial construction programs for builders and developers, which constituted 27.9% of its loan portfolio as of September 30, 2005. Builder construction loans are considered more risky than other types of real estate loans. While Alabama National believes it has established adequate reserves to cover the credit risk associated with its construction loan portfolio, there can be no assurance that losses will not exceed reserves, which could adversely affect Alabama National s earnings.

Future acquisitions may disrupt Alabama National s business, dilute stockholder value and adversely affect Alabama National s operating results.

Alabama National may grow by acquiring banks or branches of other banks that it believes provide a strategic fit with its business. To the extent that Alabama National grows through acquisitions, it cannot assure you that it will be able to adequately or profitably manage this growth. Acquiring other banks involves risks commonly associated with acquisitions, including:

- potential exposure to unknown or contingent liabilities of acquired banks;
- exposure to potential asset quality issues of acquired banks;
- difficulty and expense of integrating the operations and personnel of acquired banks;
- potential disruption to Alabama National s business;
- possible loss of key employees and customers of acquired banks;
- potential short-term decrease in profitability; and
- potential diversion of Alabama National management s time and attention.

Alabama National continually encounters technological change, and it may have fewer resources than its competition to continue to invest in technological improvements.

The banking and financial services industry is undergoing rapid technological changes, with frequent introductions of new technology-driven products and services. In addition to better serving customers, the effective use of technology increases efficiency and enables financial institutions to reduce costs. Alabama National s future success will depend, in part, upon its ability to address the needs of its customers by using technology to provide products and services that enhance customer convenience, as well as create additional efficiencies in its operations. Many of Alabama National s competitors have greater resources to invest in technological improvements, and Alabama National may not be able to effectively implement new technology-driven products and services, which could reduce its ability to effectively compete.

Substantial sales of Alabama National common stock could cause its stock price to fall.

If stockholders sell substantial amounts of Alabama National common stock in the public market following the merger, the market price of Alabama National common stock could fall. Such sales also might make it more difficult for Alabama National to sell equity or equity-related securities in the future at a time and price that it deems appropriate.

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Certain provisions in Alabama National s certificate of incorporation and bylaws may deter potential acquirors and may depress its stock price.

Alabama National s certificate of incorporation and bylaws contain provisions that might have the effect of making it more difficult for a third party to acquire, or of discouraging a third party from attempting to acquire, control of Alabama National.

Alabama National stock is not an insured deposit.

An investment in shares of Alabama National common stock is not a deposit insured against loss by the FDIC or any other government entity.

Alabama National may issue additional securities, which could dilute your ownership percentage.

Alabama National may issue additional securities to raise additional capital or finance acquisitions or upon the exercise of outstanding options, and if it does, the ownership percentage of holders of Alabama National common stock could be diluted.

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FORWARD-LOOKING STATEMENTS

Alabama National and Florida Choice make forward-looking statements in this document that are subject to risks and uncertainties. These forward-looking statements include information about possible or assumed future results of our operations or the performance of the combined company after the merger. Also, when any of the words believes, expects, anticipates or similar expressions are used, forward-looking statements are being made. Many possible events or factors could affect the future financial results and performance of each of Alabama National and Florida Choice and the combined company after the merger. This could cause results or performance to differ materially from those expressed in those forward-looking statements. You should consider these risks when you vote on the merger. These possible events or factors include the following:

1. Alabama National s revenues after the merger are lower than expected, Alabama National s merger-related charges are higher than it expects, the combined company loses more deposits, customers or business than we expect, or our operating costs and/or loan losses after the merger are greater than we expect;

2. competition among depository and other financial institutions increases significantly;

3. we have more trouble obtaining regulatory approvals for the merger than we expect;

4. we have more trouble integrating our businesses or retaining key personnel than we expect;

5. our cost savings from the merger are less than we expect, or we are unable to obtain those cost savings as soon as we expect;

6. changes in the interest rate environment reduce our margins or adversely affect our service business lines;

7. general economic or business conditions are worse than we expect;

8. legislative or regulatory changes, including changes in accounting standards, adversely affect our business;

9. technological changes and systems integration are harder to make or more expensive than we expect;

10. adverse changes occur in the securities markets; or

11. the impact of various domestic or international military or terrorist activities or conflicts on our business.

Because these forward-looking statements are subject to assumptions and uncertainties, actual results may differ materially from those expressed or implied by these forward-looking statements, and the factors that will determine these results are beyond Alabama National s and Florida Choice s ability to control or predict.

We caution you not to place undue reliance on the forward-looking statements, which speak only as of the date of this proxy statement-prospectus, in the case of forward-looking statements contained in this proxy statement-prospectus, or the dates of the documents incorporated by reference in this proxy statement-prospectus, in the case of forward-looking statements made in those incorporated documents.

Except to the extent required by applicable law or regulation, Alabama National and Florida Choice undertake no obligation to update these forward-looking statements to reflect events or circumstances after the date of this proxy statement-prospectus or to reflect the occurrence of unanticipated events.

For additional information about factors that could cause actual results to differ materially from those described in the forward-looking statements, please see the reports that Alabama National and Florida Choice have filed with the SEC under Where You Can Find More Information beginning on page 69.

All subsequent written or oral forward-looking statements concerning the merger or the other matters addressed in this proxy statement-prospectus and attributable to Alabama National or Florida Choice or any person acting on their behalf are expressly qualified in their entirety by the cautionary statements contained or referred to in this section.

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GENERAL INFORMATION

Meeting, Record Date and Votes Required

A special meeting of the shareholders of Florida Choice Bankshares, Inc. will be held at 5:30 p.m. local time, on Monday, March 20, 2006 (the Special Meeting), at the Eustis Community Center, 601 Northshore Drive, Eustis, Florida 32726. The purpose of the meeting is to consider and vote upon a proposal to approve the Agreement and Plan of Merger, dated October 27, 2005 between Florida Choice and Alabama National (the Merger Agreement), which provides for, among other things, the merger of Florida Choice with Alabama National (the Merger). Following the Merger, Florida Choice Bank will be a subsidiary of Alabama National. Only holders of record of Florida Choice common stock at the close of business on January 23, 2006 (the Record Date), will be entitled to notice of and to vote at the Special Meeting. As of the Record Date, there were 2,565,615 shares of Florida Choice common stock issued, outstanding and entitled to be voted. There were 788 Florida Choice shareholders of record on the Record Date. Each share of Florida Choice common stock will be entitled to one vote at the Special Meeting.

The presence, in person or by proxy, of holders of a majority of the issued and outstanding shares of Florida Choice common stock entitled to vote at the Special Meeting is necessary to constitute a quorum at such meeting. A quorum must be present before a vote on the Merger can be taken at the Special Meeting. For these purposes, shares of Florida Choice common stock that are present, or represented by proxy, at the Special Meeting will be counted for quorum purposes regardless of whether the holder of the shares or proxy fails to vote on the Merger Agreement for any reason, including broker nonvotes. Generally, a broker who holds shares of Florida Choice common stock in street name on behalf of a beneficial owner lacks authority to vote such shares in the absence of specific voting instructions from the beneficial owner.

Approval of the Merger Agreement on behalf of Florida Choice, under Florida law, will require the affirmative vote of the holders of a majority of the outstanding shares of Florida Choice common stock entitled to be voted thereon. Failures to return proxy cards, broker nonvotes and abstentions will not be counted as votes for or against the proposal to approve the Merger Agreement, and, as a result, such nonvotes will have the same effect as votes cast against the proposal.

Approval of any other matters that may be properly presented at the meeting will be determined by a majority of the votes cast.

In order to vote for the Merger Agreement, Florida Choice s shareholders must vote for its approval on the enclosed proxy or attend the Special Meeting and vote for these proposals. As of the Record Date, 1,180,263 shares of Florida Choice common stock, or 46.0% of the total shares of Florida Choice common stock outstanding, were beneficially owned and entitled to be voted by the directors and executive officers of Florida Choice and Florida Choice Bank. Each of these persons has entered into agreements with Alabama National whereby he or she has agreed to vote in favor of the Merger Agreement, subject to certain conditions.

Appraisal rights may be demanded by Florida Choice s shareholders who follow the procedures specified by Florida law. See APPROVAL OF THE MERGER AGREEMENT Appraisal Rights on page 28.

Proxies and Other Matters

The enclosed Florida Choice proxies are solicited on behalf of the Board of Directors of Florida Choice for use in connection with the Special Meeting and any adjournment or adjournments thereof. **Holders of Florida Choice common stock are requested to complete, date and sign the accompanying proxy and return it promptly to Florida Choice in the enclosed envelope. Florida Choice s shareholders *should not* forward any stock certificates with their proxies.**

A Florida Choice shareholder who has executed and delivered a proxy may revoke it at any time before such proxy is voted (a) by giving a later written proxy, (b) by giving written revocation to the Secretary of Florida

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Choice, provided such later proxy or revocation is actually received by Florida Choice before the vote of the shareholders, or (c) by voting in person at the Special Meeting. Any shareholder attending the Special Meeting may vote in person whether or not a proxy has been previously filed. Attendance at the Special Meeting will not, in itself, revoke a proxy. If your shares are held in the name of your bank or broker, you will need additional documentation to vote in person at the Special Meeting. Please see the voting form provided by your recordholder for additional information regarding the voting of your shares.

Many shareholders whose shares are held in an account at a brokerage firm or bank will have the option to submit their proxies or voting instructions electronically through the Internet or by telephone. Shareholders should check the voting form or instructions provided by their recordholder to see which options are available. Shareholders submitting proxies or voting instructions electronically should understand that there may be costs associated with electronic access, such as usage charges from Internet access providers and telephone companies, that would be borne by the shareholder. To revoke a proxy previously submitted electronically, a shareholder may simply submit a new proxy at a later date before the taking of the vote at the Special Meeting, in which case, the later submitted proxy will be recorded and the earlier proxy will be revoked.

The shares represented by all properly executed proxies received in time for the Special Meeting, unless said proxies are revoked, will be voted in accordance with the instructions therein. **If instructions are not given, properly executed proxies received will be voted FOR approval of the Merger Agreement.**

Florida Choice will bear the costs of solicitation of proxies for the Special Meeting. Such solicitation will be made by mail but also may be made by telephone, facsimile or in person by the directors, officers and employees of Florida Choice.

If a quorum is not obtained, or if fewer shares of Florida Choice common stock are voted in favor of approval of the Merger Agreement than the number required for approval, it is expected that the Special Meeting will be postponed or adjourned for the purpose of allowing additional time for obtaining additional proxies or votes. At any subsequent reconvening of such Special Meeting, all proxies will be voted in the same manner as such proxies would have been voted at the original convening of the meeting (except for any proxies which have been effectively revoked), even though they might have been effectively voted on the same or any other matter at a previous meeting.

The management of Florida Choice is not aware of any business to be acted upon at the Special Meeting other than the proposal to approve the Merger Agreement. If other matters are properly brought before the Special Meeting or any adjournment of such meeting, the enclosed proxy, if properly signed, dated and returned, will be voted in accordance with the recommendation of Florida Choice s management or, if there is no such recommendation, in the discretion of the individuals named as proxies therein.

Recommendation of Board of Directors

The Board of Directors of Florida Choice unanimously recommends that the shareholders of Florida Choice vote FOR the proposal to approve the Merger Agreement. See APPROVAL OF THE MERGER AGREEMENT Background of and Reasons for the Merger at page 29.

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APPROVAL OF THE MERGER AGREEMENT

The following information concerning the Merger is qualified in its entirety by reference to the Agreement and Plan of Merger, which is attached hereto as Appendix A and incorporated herein by reference (the Merger Agreement). The information contained herein with respect to the opinion of the financial advisor to Florida Choice is qualified in its entirety by reference to the opinion of such financial advisor, which is attached hereto as Appendix C and incorporated herein by reference.

The Merger Agreement contains representations and warranties that Alabama National and Florida Choice made to each other. These representations and warranties were made as of specific dates, and the assertions embodied in those representations and warranties are qualified by information in confidential disclosure schedules that Alabama National and Florida Choice have exchanged in connection with signing the Merger Agreement. While neither Alabama National nor Florida Choice believe that the disclosure schedules contain information that the securities laws require to be publicly disclosed, the disclosure schedules do contain information that modifies, qualifies and creates exceptions to the representations and warranties set forth in the Merger Agreement. Accordingly, the Merger Agreement is included with this proxy statement-prospectus only to provide Florida Choice shareholders with information regarding the terms of the Merger Agreement, and you should not rely on the representations and warranties as characterizations of the actual state of facts, since they are modified by the underlying disclosure schedules. These disclosure schedules may contain information that has been included in Alabama National or Florida Choice s prior public disclosures, as well as potential additional non-public information. Moreover, information concerning the subject matter of the representations and warranties may have changed since the date of the Merger Agreement, which subsequent information may or may not be fully reflected in each of Alabama National s and Florida Choice s public disclosures. The Merger Agreement should not be read alone, but should instead be read in conjunction with the other information regarding the companies and the Merger that is contained in, or incorporated by reference into, this proxy statement/prospectus.

Terms of the Merger

At the date and time when the Merger becomes effective (the Effective Time), Florida Choice will merge with Alabama National, and Alabama National will be the surviving corporation. After the merger, Florida Choice Bank will be a subsidiary of Alabama National. If the Merger is consummated, and assuming the Alabama National stock price has not caused a termination or an adjustment to the exchange ratio, and assuming that Alabama National does not increase the fixed cash consideration payable in the Merger to an amount above $5.12 million, Alabama National will issue approximately 1,480,881 shares of its common stock, and approximately 8.6% of the shares of Alabama National common stock outstanding after the Merger will be beneficially owned by former Florida Choice shareholders. This percentage reflects Alabama National s current number of outstanding shares and does not reflect any share issuances by Alabama National prior to the Effective Time.

Merger Consideration

The Merger Agreement provides that Florida Choice shareholders who do not exercise their appraisal rights will receive in exchange for each of their shares of Florida Choice common stock (1) 0.6079 shares of Alabama National common stock, (2) $39.52 in cash, or (3) a combination of (1) and (2).

Stock Consideration

Each share of Florida Choice common stock issued and outstanding at the effective time of the merger that is not exchanged for cash will be converted into and exchanged for 0.6079 shares of Alabama National common stock (the Exchange Ratio).

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No assurance can be given that the current fair market value of Alabama National common stock will be equivalent to the fair market value of Alabama National common stock on the date that stock is received by a Florida Choice shareholder or at any other time. The fair market value of Alabama National common stock received by a Florida Choice shareholder may be greater or less than the current fair market value of Alabama National common stock due to numerous market factors.

Election to Receive Cash Consideration in Lieu of Common Stock

Instead of receiving Alabama National common stock as described above, Florida Choice shareholders may receive, depending on uncertainties as described below, cash consideration in exchange for some or all of their shares of Florida Choice common stock. Shareholders who choose to receive cash consideration will receive an amount in cash equal to $39.52 for each share of Florida Choice common stock that is converted into cash (the Per Share Cash Consideration).

Alabama National will pay no less than and, except under certain circumstances described below, no more than $5.12 million of cash consideration in the Merger. If a Florida Choice shareholder desires to convert all or any portion of his or her shares into cash, such shareholder should submit a cash election form as described below. However, if the number of shareholders who elect to receive cash instead of shares of Alabama National common stock would cause the total amount of cash to be paid by Alabama National to exceed or fall below $5.12 million, Alabama National will allocate and proportionately reduce or increase, as the case may be, the cash elections made by Florida Choice shareholders as described below. If no Florida Choice shareholders submit cash election forms as described below, each Florida Choice shareholder will have approximately 5% of their Florida Choice shares converted into cash. If cash elections would exceed $5.12 million, Alabama National, in its discretion, may increase the total amount of fixed cash consideration from $5.12 million up to the actual amount of the total cash elections, not to exceed 20% of the aggregate merger consideration. See Procedures for Making a Cash Election .

If Alabama National declares a stock split, stock dividend or similar recapitalization between the date of the Merger Agreement and the Determination Date, appropriate adjustments will be made to the Exchange Ratio and the Per Share Cash Consideration to preserve the relative economic benefit to the parties.

Procedures for Making a Cash Election

An election form will be delivered in a separate mailing to each holder of record of Florida Choice common stock. Each election form permits a holder (or the beneficial owner through appropriate and customary documentation and instructions) of Florida Choice common stock to elect to receive cash with respect to all or a portion of such holder s Florida Choice common stock, subject to the $5.12 million fixed limit of total cash consideration. If your shares of Florida Choice common stock are held in the name of a bank or broker or other nominee, you must make your cash election through your recordholder.

Any shares of Florida Choice common stock with respect to which the holder has **not** made a valid cash election on or before 5:00 p.m. Eastern Time on March 17, 2006, the election deadline, will be converted at the Effective Time into shares of Alabama National common stock based on the Exchange Ratio, unless cash elections for less than $5.12 million are made by Florida Choice shareholders, in which case a certain amount of cash consideration will be allocated to all Florida Choice shareholders as further described below.

A cash election will be properly made only if SunTrust Bank, acting in its capacity as exchange agent for Alabama National (the Exchange Agent), receives a properly completed election form by the election deadline. Any election form may be revoked or changed by the person submitting such election form at or prior to the election deadline. If an election form is revoked and a replacement election form is not submitted prior to the election deadline, the shares of Florida Choice common stock represented by such election form will be treated like other shares of Florida Choice common stock with respect to which no cash election has been made. Subject

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to the terms of the Merger Agreement and of the election form, the Exchange Agent will have reasonable discretion to determine whether any election, revocation or change has been properly or timely made and to disregard immaterial defects in the election forms, and any good faith decisions of the Exchange Agent regarding such matters will be binding and conclusive. Neither Alabama National nor the Exchange Agent will be under any obligation to notify any person of any defect in an election form.

If you wish to submit a cash election form, the Exchange Agent must RECEIVE your election form prior to the election deadline. Please do not send in your stock certificates with your cash election form.

Within five business days after the election deadline, unless the Merger has not been completed, in which case as soon as practicable after the Merger is completed, Alabama National will cause the Exchange Agent to allocate the right to receive cash consideration among the holders of Florida Choice common stock in accordance with the election forms as follows:

If the amount of cash elected by Florida Choice shareholders in the election forms is equal to $5.12 million, then:

(1) all shares of Florida Choice common stock with respect to which shareholders have elected to receive cash will be converted into the right to receive $39.52 in exchange for each share of Florida Choice common stock; and

(2) all other shares of Florida Choice common stock will be converted into the right to receive shares of Alabama National common stock based on the Exchange Ratio.

If the amount of cash elected by Florida Choice shareholders in the election forms is less than $5.12 million, then:

(1) all shares of Florida Choice common stock with respect to which shareholders have elected to receive cash will be converted into the right to receive $39.52 in exchange for each share of Florida Choice common stock;

(2) a portion of the remaining Florida Choice common stock will be converted, on a pro rata basis among all remaining Florida Choice shares, into the right to receive $39.52 in exchange for each such share, such that the total cash consideration payable pursuant to paragraph (1) and this paragraph (2) equals $5.12 million; and

(3) each share of Florida Choice common stock remaining after the allocation process provided for in paragraphs (1) and (2) above will automatically be converted into the right to receive shares of Alabama National common stock based on the Exchange Ratio.

If the amount of cash elected by Florida Choice shareholders in the election forms is greater than $5.12 million, then:

(1) the number of shares electing to receive cash will be automatically reduced on a pro rata basis, based on the total number of shares electing to receive cash, so that the total amount of cash that will be paid in the Merger equals as closely as practicable $5.12 million;

(2) all shares of Florida Choice common stock with respect to which shareholders have elected to receive cash remaining after the adjustment described in paragraph (1) above will be converted into the right to receive $39.52 for each share of Florida

Choice common stock;

(3) all remaining shares of Florida Choice common stock, including without limitation those shares of Florida Choice common stock that would have received cash but for the adjustment described in paragraph (1) above, will be converted into the right to receive shares of Alabama National common stock based on the Exchange Ratio; and

(4) all shares with respect to which no election to receive cash was made will be converted into the right to receive shares of Alabama National common stock based on the Exchange Ratio.

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In the event that Alabama National increases the aggregate amount of fixed cash consideration from $5.12 million to an amount not to exceed 20% of the aggregate Merger consideration, as provided for in the Merger Agreement, the above procedures will apply equally to such new amount of fixed cash consideration as to the $5.12 million of cash consideration.

Surrender of Stock Certificates

Promptly after the Effective Time, the Exchange Agent will mail to each former holder of record of Florida Choice common stock a form letter of transmittal, together with instructions and a return mailing envelope (collectively, the Exchange Materials), for the exchange of such holders Florida Choice common stock certificates for either certificates representing shares of Alabama National common stock and cash payable in lieu of fractional shares or cash in respect of accepted cash elections. **You should not send in your stock certificates until you receive the Exchange Materials from the Exchange Agent.**

Upon receipt of the Exchange Materials, former holders of Florida Choice common stock should complete the letter of transmittal in accordance with the instructions and mail the letter of transmittal together with all stock certificates representing shares of Florida Choice common stock to the Exchange Agent in the return envelope provided. Upon receipt of the certificates and related documentation, Alabama National will issue, and the Exchange Agent will mail, to such holder of Florida Choice common stock a certificate representing the number of shares of Alabama National common stock to which such holder is entitled, and/or a check in the amount of cash payable to such shareholder as a result of a cash election and any cash payment in lieu of fractional shares of Alabama National common stock, all as described in the Merger Agreement. No certificates of Alabama National common stock and no cash payment will be delivered to a holder of Florida Choice common stock unless and until such holder has delivered to the Exchange Agent certificates representing the shares of Florida Choice common stock owned by such holder and in respect of which such holder claims payment is due, or such documentation and security in respect of lost or stolen certificates as may be required by the Exchange Agent.

After the Effective Time, a former shareholder of record of Florida Choice will be entitled to vote at any meeting of Alabama National shareholders the number of whole shares of Alabama National common stock into which such holder s shares of Florida Choice common stock are converted, regardless of whether such holder has exchanged his or her certificates representing Florida Choice common stock for certificates representing Alabama National common stock.

No dividend or other distribution payable after the Effective Time with respect to Alabama National common stock issued to replace Florida Choice common stock will be paid to the holder of an unsurrendered Florida Choice common stock certificate until the holder surrenders such certificate, at which time such holder will be entitled to receive all previously withheld dividends and distributions, without interest.

After the Effective Time, there will be no transfers on Florida Choice s stock transfer books of shares of Florida Choice common stock issued and outstanding at the Effective Time. If certificates representing shares of Florida Choice common stock are presented for transfer after the Effective Time, they will be returned to the presenter together with a form of letter of transmittal and exchange instructions.

Neither Alabama National nor the Exchange Agent will be liable to a holder of Florida Choice common stock for any amounts paid or properly delivered in good faith to a public official under any applicable abandoned property law.

No fractional shares of Alabama National common stock will be issued in respect to Florida Choice common stock, and cash will be paid by Alabama National in lieu of issuance of such fractional shares. The amount paid in lieu of fractional shares will be calculated by multiplying such fractional part of a share of Alabama National common stock by the Average Determination Price of Alabama National common stock,

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calculated as described above. No holder of Florida Choice common stock who would otherwise have been entitled to a fractional share of Alabama National common stock will be entitled to dividends, voting rights or any right as shareholder with respect to such fractional shares.

Appraisal Rights

Under Florida law, each shareholder of Florida Choice entitled to vote on the Merger who complies with the procedures set forth in Section 607.1301 to 607.1333 of the Florida Business Corporation Act (the FBCA) relating to appraisal rights is entitled to receive in cash the fair value of his or her shares of Florida Choice common stock. **A Florida Choice shareholder must comply strictly with the procedures set forth in Florida law relating to appraisal rights. Failure to follow any such procedures will result in a termination or waiver of his or her appraisal rights.**

To perfect appraisal rights, a holder of Florida Choice common stock must not vote in favor of the Merger Agreement and must provide written notice to Florida Choice before the vote is taken at the Special Meeting indicating that such shareholder intends to demand payment if the Merger is effectuated. Such written notification should be delivered either in person or by mail (certified mail, return receipt requested, being the recommended form of transmittal) to Florida Choice Bankshares, Inc., 18055 U.S. Highway 441, Mt. Dora, Florida 32757, Attention: Secretary. All such notices must be signed in the same manner as the shares are registered on the books of Florida Choice. If a shareholder has not provided written notice of intent to demand fair value before the vote is taken at the Special Meeting, the shareholder will be deemed to have waived his or her appraisal rights.

Within 10 days after the date the Merger becomes effective, Alabama National, as successor to Florida Choice in the Merger, will provide each former Florida Choice shareholder who has properly provided a notice of intent to demand payment of fair value a written appraisal notice form, which will indicate Alabama National s estimate of the fair value of Florida Choice common stock, as well as a copy of Florida Choice s financial statements and a copy of sections 607.1301-1607.1333 of the FBCA.

A shareholder asserting appraisal rights must execute and return the form to Florida Choice and deposit the shareholder s certificates in accordance with the terms of the notice, before the date specified in the appraisal notice, which will not be fewer than 40 or more than 60 days after the appraisal notice and form were sent to the shareholder. A shareholder who deposits shares in accordance with the assertion of appraisal rights has no further rights as a shareholder, but only has the right to receive fair value for the shares in accordance with the appraisal procedures, unless the appraisal demand is withdrawn.

A shareholder who does not execute and return the form and deposit his or her certificates by the date set forth in the appraisal notice, will no longer be entitled to appraisal rights, will be bound by the terms of the Merger Agreement, and will receive shares of Alabama National common stock. A shareholder who complies with the requirements and wishes to withdraw from the appraisal process may do so by notifying Alabama National in writing before the date set forth in the appraisal notice as the due date to execute and return the form. A shareholder who fails to withdraw from the appraisal process may not thereafter withdraw without Alabama National s written consent.

A shareholder must demand appraisal rights with respect to all of the shares registered in his or her name, except that a record shareholder may assert appraisal rights as to fewer than all of the shares registered in the record shareholder s name but which are owned by a beneficial shareholder, if the record shareholder objects with respect to all shares owned by the beneficial shareholder.

If a shareholder timely accepts the offer to pay the fair value of the shares as set forth in the appraisal notice, payment will be made within 90 days after Alabama National receives the form from the shareholder. A shareholder who is dissatisfied with the offer must include in his or her returned form a demand for payment of

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that shareholder s estimate of the fair value of the shares plus interest, otherwise the shareholder will be entitled to payment of only the amount offered. Interest is to be calculated at the interest rate on judgments in Florida on the effective date of the Merger. Once Alabama National has made payment of an agreed upon value, the shareholders will cease to have any interest in the shares.

If Alabama National and the dissenting shareholder are unable to agree on the fair value of the shares, Alabama National would be required to file an appraisal action in a court of competent jurisdiction in the county in which Florida Choice maintained its registered office, requesting that the fair value of the shares of Florida Choice common stock be determined. If Alabama National fails to file such proceedings, any dissenting shareholder may do so in the name of Florida Choice. All dissenting shareholders, except for those that have agreed upon a value with Alabama National, are deemed to be parties to the proceeding. In such proceeding, the court may, if it so elects, appoint one or more persons as appraisers to receive evidence and recommend a decision on the question of fair value. Alabama National shall pay each dissenting shareholder the amount found to be due within 10 days after final determination of the proceedings. Upon payment of such judgment, the dissenting shareholder will cease to have any interest with respect to his or her Florida Choice shares.

The court in any appraisal proceeding will determine the cost and expense of any appraisal proceeding and such costs and expenses will be assessed against Alabama National. However, all or any part of such cost and expense may be apportioned and assessed against all or some of the dissenting shareholders, in such amount as the court deems equitable, if the court determines that such shareholders acted arbitrarily, vexatiously or not in good faith with respect to their appraisal rights. The court may also assess the fees and expenses of counsel and experts for the respective parties in the amounts the court finds equitable against Alabama National if the court finds that Alabama National did not substantially comply with its requirements under Sections 607.1320 and 607.1322 of the FBCA, or, against any party which the court finds acted arbitrarily, vexatiously, or not in good faith with respect to the appraisal rights provided by the FBCA. In the event Alabama National fails to make any required payments, the shareholders may sue directly for the amount owed, and to the extent successful, will be entitled to recover all costs and expenses of the suit, including attorney s fees.

The foregoing does not purport to be a complete statement of the provisions of the FBCA relating to statutory appraisal rights and is qualified in its entirety by reference to the appraisal rights provisions, which are reproduced in full in *Appendix B* to this proxy statement-prospectus and which are incorporated herein by reference.

Effective Time

Articles of Merger will be filed with the Secretary of State of Florida and a Certificate of Merger will be filed with the Delaware Secretary of State as soon as practicable after all conditions contained in the Merger Agreement have been satisfied or lawfully waived, including receipt of all regulatory approvals, and expiration of all statutory waiting periods, and the approval of the Merger Agreement by the shareholders of Florida Choice. All required regulatory approvals have been received, and all statutory waiting periods have expired. The Effective Time of the Merger will be the later of the time the Articles of Merger are accepted for filing by the Secretary of State of Florida and the Certificate of Merger is accepted for filing the Secretary of State of Delaware (or such later time as the parties may agree).

Background of and Reasons for the Merger

In connection with its normal strategic planning process, Florida Choice continuously reviews its strategic business alternatives, including devoting attention to the continuing consolidation and increasing competition in the banking and financial services industries in Florida. In recent years, competition in the local banking and financial services industries has intensified and required increased efforts to enhance Florida Choice s ability to remain competitive in this environment.

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From time to time over the past several years, the directors of Florida Choice had internal discussions regarding Florida Choice s business prospects in the community banking market in Florida and the merger activity among financial institutions in the state. Also during this time, Florida Choice had periodically received inquiries from other parties regarding the possible interest of Florida Choice in pursuing a sale transaction. None of the inquiries had resulted in Florida Choice entering into any letter of intent or agreement for the sale of Florida Choice.

Alabama National management came into contact with Florida Choice management through Alabama National s investment department. John H. Holcomb, III, Alabama National s Chairman and Chief Executive Officer, often travels with officers of Alabama National s investment department as they visit banks in the Southeast. Florida Choice has been a customer of the investment department for four years. Alabama National began calling on Florida Choice shortly after it opened for business in 1999. During the subsequent years, Alabama National investment division representatives met often with Florida Choice management, and on occasion Mr. Holcomb joined the meetings. Florida Choice management also attended an investment seminar hosted by Alabama National s investment division each summer. During the July 27th and 28th, 2005 seminar, Mr. Holcomb met informally with Bob Porter, Florida Choice s Chief Financial Officer. At that meeting, the two parties discussed Alabama National s history, strategy, and operating structure. They also discussed opportunities and challenges facing Florida Choice and its potential fit within the Alabama National family of banks.

On August 9, 2005, Mr. Holcomb met for dinner with Mr. Porter, Ken LaRoe, Florida Choice s Chairman and CEO, and John Warren, Florida Choice s President. At the dinner, the parties further discussed operating strategies and similarities between the two companies operating cultures. Mr. Holcomb subsequently had several telephone conversations with Mr. LaRoe during which they further discussed a potential combination of the two companies and how their operating styles might fit together.

On August 22, 2005, Mr. Warren, Mr. Porter, and Mr. LaRoe traveled to Alabama National s Birmingham headquarters to meet with several members of Alabama National s executive management team. During these meetings, Florida Choice management conducted preliminary due diligence on Alabama National. Executives from the two companies discussed a number of Alabama National measurements and operating practices including credit quality, credit approval process, accounting practices, operational and technology capabilities, compliance, and internal audit procedures.

Subsequently, Mr. Holcomb met with Ken LaRoe in Leesburg, Florida. At that meeting, which took place on August 25, 2005, Mr. Holcomb provided Mr. LaRoe with additional insight into Alabama National s operating structure, management philosophy, strategic plans, and goals for the future. He also learned more from Mr. LaRoe about Florida Choice s goals and plans. After such discussion, both parties agreed to hold further discussions internally and to further explore the merits of a merger.

Mr. Holcomb and William E. Matthews, V, Alabama National s Chief Financial Officer, returned to the Orlando area in September and met with the Florida Choice management team. At this meeting, the parties discussed some general pricing ranges for a potential transaction as well as key management talent within the Florida Choice organization and the need to retain such talent. The parties determined that they had an interest in continuing to attempt to arrive at a mutually agreeable price range. After studying Alabama National s operating structure, historical operating results, and strategy, Florida Choice s board decided to more formally explore the potential for a merger with Alabama National. It initiated discussions with the investment banking firm of Keefe, Bruyette, & Woods, Inc., (Keefe, Bruyette), for the purpose of potentially hiring Keefe, Bruyette to aid Florida Choice in considering a potential offer. Following these discussions, Florida Choice engaged Keefe, Bruyette to act as its financial advisor. After consultation with Keefe, Bruyette and discussion amongst the board, Florida Choice determined a range of values and responded to Alabama National with a slightly revised proposal. After further analysis and consideration, Alabama National agreed to a proposal calling for the exchange of approximately 1.5 million shares of Alabama National common stock plus $5.12 million in cash for all outstanding Florida Choice shares, with approximately $10.5 million in additional cash to purchase and

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extinguish outstanding Florida Choice stock options. The two parties then discussed this pricing level, and determined to conduct further due diligence.

After the parties had discussed this pricing level, Alabama National management conducted an on-site due diligence examination of Florida Choice at the offices of Florida Choice on October 10 through October 13, 2005. Keefe, Bruyette (on behalf of Florida Choice) and Florida Choice management conducted additional due diligence on Alabama National in interviews with Alabama National management in October 2005. After compiling and analyzing the information obtained during the due diligence period, both parties determined that they wished to pursue the transaction further.

The parties then began the negotiation of a definitive agreement, including pricing terms, for the merger of Alabama National and Florida Choice. The parties agreed upon the form of the document in late-October, 2005. The Florida Choice board met on October 20, 2005 to discuss the merger. At that meeting, the Florida Choice board discussed the terms of the proposed transaction. In addition, Keefe, Bruyette, in its role as financial advisor to Florida Choice, presented the Florida Choice board with an oral opinion that the consideration in the Merger to be paid by Alabama National was fair to Florida Choice shareholders from a financial standpoint. In addition, legal counsel for Florida Choice reviewed for the directors of Florida Choice the fiduciary obligations of directors in sales of financial institutions and commented on the form of Merger Agreement, the voting agreement to be entered into between Florida Choice directors and Alabama National, and related issues. At a telephonic meeting on October 21, 2005, Florida Choice s board unanimously approved the Merger Agreement and the transactions contemplated thereby. Florida Choice s management also was authorized to sign the Merger Agreement, which was signed by Alabama National and Florida Choice effective October 27, 2005.

At the regularly scheduled October 19, 2005 meeting of the Alabama National board of directors, Mr. Holcomb and Mr. Matthews provided a detailed presentation on Florida Choice, its financial history, its market and its management team and discussed management s interest in further pursuing a merger. Mr. Holcomb and Mr. Matthews also described the proposed merger consideration for the Florida Choice transaction and the projected effects of the proposed transaction on Alabama National s future performance. Following the presentation and a discussion, the Alabama National board formally approved the Merger and authorized Alabama National s officers to execute the Merger Agreement and to take all other action necessary to consummate the transaction.

Alabama National s Reasons for the Merger. In approving the Merger Agreement and the Merger, the Alabama National board of directors considered a number of factors concerning the benefits of the Merger. Without assigning any relative or specific weights to the factors, the Alabama National board of directors considered the following material factors:

(a) the information presented to the directors by the management of Alabama National concerning the business, operations, earnings, asset quality and financial condition of Florida Choice, including the composition of the earning assets portfolio of Florida Choice;

(b) the financial terms of the Merger, including the relationship of the value of the consideration issuable in the Merger to the market value, tangible book value and earnings per share of Florida Choice;

(c) the non-financial terms of the Merger, including the treatment of the Merger as a tax-free reorganization under Section 368(a) of the Internal Revenue Code;

(d) the likelihood of the Merger being approved by applicable regulatory authorities without undue conditions or delay;

(e) the attractiveness of the Florida Choice franchise, the management team of Florida Choice, the market position of Florida Choice in the markets in which it operates, and the compatibility of the franchise of Florida Choice in the greater Orlando, Florida area with the operations of Alabama National in its market areas; and

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(f) the compatibility of the management philosophies and community banking orientation of Florida Choice to that of Alabama National and the subsidiary banks of Alabama National.

Florida Choice s Reasons for the Merger. In approving the Merger Agreement and the Merger, the board of directors of Florida Choice considered a number of factors and criteria regarding the potential benefits of the Merger. Without assigning relative or specific weights to those factors, the Florida Choice board of directors considered the following material factors:

(a) the financial terms of the Merger, including, among other things, the opinion of Keefe, Bruyette & Woods, Inc. as to the fairness of the consideration to be received by the Florida Choice shareholders, as provided in the Merger Agreement, from a financial point of view, to the shareholders of Florida Choice;

(b) the interests of stockholders in obtaining greater liquidity for their investment, and the fact that Alabama National common stock is traded on the Nasdaq Stock Market;

(c) the fact that the Merger qualifies as a tax-free reorganization for Florida Choice shareholders except to the extent of any cash received by Florida Choice shareholders, which will enable Florida Choice shareholders to exercise control over their own tax and financial planning;

(d) a comparison of the prospects of Florida Choice as an independent entity and as a component of Alabama National after the Merger, including the prospects of an independent Florida Choice to achieve growth in investment value equal to or in excess of that which Alabama National may achieve;

(e) certain financial and other information concerning Alabama National, including, among other things, information with respect to the business, operations, condition and future prospects of Alabama National, as well as the market performance of its common stock, and its dividend payment history and capacity;

(f) the compatibility of management and the business philosophies of Florida Choice and Alabama National, and the reputation and record of Alabama National as an acquiror of other banks;

(g) the fact that the Merger would result in Florida Choice Bank continuing as a separate subsidiary of Alabama National, with substantial local decision making authority and responsibility, minimizing the adverse impact on Florida Choice s employee base, and enabling Florida Choice Bank to continue serving its customers and communities;

(h) the fact that Alabama National has paid cash dividends on its shares, as compared to Florida Choice, which has not paid any dividends; and

(i) the likelihood of the Merger being approved by the appropriate regulatory authorities without undue conditions or delay and in accordance with the terms initially proposed by Alabama National.

The Florida Choice Board of Directors unanimously recommends that Florida Choice shareholders vote for the approval of the Merger Agreement.

Opinion of Keefe, Bruyette & Woods, Inc.

Florida Choice engaged Keefe, Bruyette & Woods, Inc. (Keefe, Bruyette) to act as its exclusive financial advisor in connection with the Merger. Keefe, Bruyette agreed to assist Florida Choice in analyzing and effecting a transaction with Alabama National. Florida Choice selected Keefe, Bruyette because Keefe, Bruyette is a nationally recognized investment banking firm with substantial experience in transactions similar to the Merger and is familiar with Florida Choice and its business. As part of its investment banking business, Keefe, Bruyette is continually engaged in the valuation of financial businesses and their securities in connection with mergers and acquisitions. Neither Keefe, Bruyette nor any of its affiliates has or during the past two years has had a material relationship with Florida Choice or any material financial interest in Florida Choice. Neither Keefe, Bruyette nor

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any of its affiliates has or during the past two years has had a material relationship with Alabama National or any material financial interest in Alabama National, except that Keefe, Bruyette served as an underwriter for Alabama National s public offering of common stock in July 2004.

Keefe, Bruyette provided its analysis to Florida Choice s board of directors at a meeting held on October 20, 2005 during which the terms of the transaction were discussed. At that meeting, Keefe, Bruyette delivered its oral opinion to the effect that the consideration provided for in the Merger Agreement is fair, from a financial point of view, to the shareholders of Florida Choice. Keefe, Bruyette subsequently delivered its written opinion, dated October 27, 2005, to Florida Choice s board of directors.

The full text of Keefe, Bruyette s written opinion is included with this proxy statement-prospectus at Appendix C. Florida Choice s shareholders are urged to read the opinion in its entirety for a description of the procedures followed, assumptions made, matters considered, and qualifications and limitations on the review undertaken by Keefe, Bruyette.

Keefe, Bruyette s opinion is directed to the Florida Choice Board and addresses only the fairness, from a financial point of view, of the merger consideration to the Florida Choice shareholders. It does not address the underlying business decision to proceed with the Merger and does not constitute a recommendation to any Florida Choice shareholder as to how the shareholder should vote at the Florida Choice special meeting on the Merger or any related matter.

In rendering its opinion, Keefe, Bruyette:

reviewed, among other things,

the Merger Agreement;

Annual Report on Form 10-KSB of Florida Choice for the year ended December 31, 2004 (which includes financial information for the three years ended December 31, 2004, 2003 and 2002);

Annual Reports to Shareholders and Annual Reports on Form 10-K for the three years ended December 31, 2004, 2003 and 2002 of Alabama National;

Certain interim reports to shareholders and Quarterly Reports on Form 10-QSB of Florida Choice and certain other communications from Florida Choice to its respective shareholders;

Certain interim reports to shareholders and Quarterly Reports on Form 10-Q of Alabama National and certain other communications from Alabama National to its respective shareholders; and

Other financial information concerning the businesses and operations of Florida Choice and Alabama National furnished to Keefe, Bruyette by Florida Choice and Alabama National for purposes of Keefe, Bruyette s analysis.

held discussions with members of senior management of Florida Choice and Alabama National regarding,

- past and current business operations;
- regulatory relationships;
- financial condition; and
- future prospects of the respective companies.

reviewed the market prices, valuation multiples, publicly reported financial condition and results of operations for Alabama National and compared them with those of certain publicly traded companies that Keefe, Bruyette deemed to be relevant;

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- reviewed the publicly reported financial condition and results of operations for Florida Choice and compared them with those of certain companies that Keefe, Bruyette deemed to be relevant;

- compared the proposed financial terms of the Merger with the financial terms of certain other transactions that Keefe, Bruyette deemed to be relevant; and

- performed other studies and analyses that it considered appropriate.

In conducting its review and arriving at its opinion, Keefe, Bruyette relied upon and assumed the accuracy and completeness of all of the financial and other information provided to or otherwise made available to Keefe, Bruyette or that was discussed with, or reviewed by or for Keefe, Bruyette, or that was publicly available. Keefe, Bruyette did not attempt or assume any responsibility to verify such information independently. Keefe, Bruyette relied upon the management of Florida Choice as to the reasonableness and achievability of the financial and operating forecasts and projections (and assumptions and bases therefor) provided to Keefe, Bruyette. Keefe, Bruyette assumed, without independent verification, that the aggregate allowances for loan and lease losses for Alabama National and Florida Choice are adequate to cover those losses. Keefe, Bruyette did not make or obtain any evaluations or appraisals of any assets or liabilities of Alabama National or Florida Choice, and Keefe, Bruyette did not examine any books and records or review individual credit files.

The projections furnished to Keefe, Bruyette and used by it in certain of its analyses were prepared by Florida Choice s senior management. Florida Choice does not publicly disclose internal management projections of the type provided to Keefe, Bruyette in connection with its review of the Merger. As a result, such projections were not prepared with a view towards public disclosure. The projections were based on numerous variables and assumptions which are inherently uncertain, including factors related to general economic and competitive conditions. Accordingly, actual results could vary significantly from those set forth in the projections.

For purposes of rendering its opinion, Keefe, Bruyette assumed that, in all respects material to its analyses:

- the Merger will be completed substantially in accordance with the terms set forth in the Merger Agreement;

- the representations and warranties of each party in the Merger Agreement and in all related documents and instruments referred to in the Merger Agreement are true and correct;

- each party to the Merger Agreement and all related documents will perform all of the covenants and agreements required to be performed by such party under such documents;

- all conditions to the completion of the Merger will be satisfied without any waivers; and

- in the course of obtaining the necessary regulatory, contractual, or other consents or approvals for the Merger, no restrictions, including any divestiture requirements, termination or other payments or amendments or modifications, will be imposed that will have a material adverse effect on the future results of operations or financial condition of the combined entity or the contemplated benefits of the Merger, including the cost savings, revenue enhancements and related expenses expected to result from the Merger.

Keefe, Bruyette further assumed that the Merger will be accounted for as a purchase transaction under generally accepted accounting principles. Keefe, Bruyette s opinion is not an expression of an opinion as to the prices at which shares of Florida Choice common stock or shares of

Alabama National common stock will trade following the announcement of the Merger or the actual value of the shares of common stock of the combined company when issued pursuant to the Merger, or the prices at which the shares of common stock of the combined company will trade following the completion of the Merger.

In performing its analyses, Keefe, Bruyette made numerous assumptions with respect to industry performance, general business, economic, market and financial conditions and other matters, many of which are

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beyond the control of Keefe, Bruyette, Florida Choice and Alabama National. Any estimates contained in the analyses performed by Keefe, Bruyette are not necessarily indicative of actual values or future results, which may be significantly more or less favorable than suggested by these analyses. Additionally, estimates of the value of businesses or securities do not purport to be appraisals or to reflect the prices at which such businesses or securities might actually be sold. Accordingly, these analyses and estimates are inherently subject to substantial uncertainty. In addition, the Keefe, Bruyette opinion was among several factors taken into consideration by the Florida Choice Board in making its determination to approve the Merger Agreement and the Merger. Consequently, the analyses described below should not be viewed as determinative of the decision of the Florida Choice Board or management of Florida Choice with respect to the fairness of the merger consideration.

The following is a summary of the material analyses performed by Keefe, Bruyette in connection with its October 27, 2005 opinion. The summary is not a complete description of the analyses underlying the Keefe, Bruyette opinion or the presentation made by Keefe, Bruyette to the Florida Choice Board, but summarizes the material analyses performed and presented in connection with such opinion. The preparation of a fairness opinion is a complex analytic process involving various determinations as to the most appropriate and relevant methods of financial analysis and the application of those methods to the particular circumstances. Therefore, a fairness opinion is not readily susceptible to partial analysis or summary description. In arriving at its opinion, Keefe, Bruyette did not attribute any particular weight to any analysis or factor that it considered, but rather made qualitative judgments as to the significance and relevance of each analysis and factor. The financial analyses summarized below include information presented in tabular format. Accordingly, Keefe, Bruyette believes that its analyses and the summary of its analyses must be considered as a whole and that selecting portions of its analyses and factors or focusing on the information presented below in tabular format, without considering all analyses and factors or the full narrative description of the financial analyses, including the methodologies and assumptions underlying the analyses, could create a misleading or incomplete view of the process underlying its analyses and opinion. The tables alone do not constitute a complete description of the financial analyses.

Transaction Summary. Keefe, Bruyette calculated the merger consideration to be paid as a multiple of Florida Choice s book value per share and latest twelve months earnings. Keefe, Bruyette also calculated the merger consideration to be paid as a Core Deposit Premium. Core Deposit Premium equals the difference between the aggregate merger consideration and Florida Choice s tangible equity divided by core deposits. Additionally, Keefe, Bruyette has adjusted throughout its analyses the financial data to exclude any non-recurring income and expenses and any extraordinary items. The merger consideration was based on $39.52 in cash or a fixed exchange ratio of 0.6079 shares of Alabama National for each share of Florida Choice, subject to 5% of the merger consideration being in cash. These computations were based on Florida Choice s stated book value of $14.85 per share as of June 30, 2005, Florida Choice s latest twelve months earnings of $2.0 million as of June 30, 2005 and core deposits of $183.7 million as of June 30, 2005. Based on those assumptions and Alabama National s closing price of $63.32 on October 26, 2005, this analysis indicated Florida Choice shareholders would receive stock worth $38.49 for each share of Florida Choice common stock held or $39.52 in cash. Assuming a 95% stock, 5% cash consideration, the blended per share consideration of $38.55 would represent 260% of book value per share, 53.9 times latest twelve months earnings and a Core Deposit Premium of 38.5%.

Selected Transaction Analysis. Keefe, Bruyette reviewed certain financial data related to a set of comparable Florida bank transactions announced since January 1, 2003 with deal values between $50 million and $250 million, excluding mergers of equals (14 transactions).

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Keefe, Bruyette compared multiples of price to various factors for the Alabama National-Florida Choice Merger to the same multiples for the comparable group s mergers at the time those mergers were announced. The results were as follows:

Comparable Transactions:

	Median	Low	High	Alabama National / Florida Choice Merger
Price / Stated Book Value	318.8%	235.8%	569.4%	259.6%
Price / Latest Twelve Months Earnings Per Share	28.4x	22.5x	41.8x	53.9x
Core Deposit Premium	30.5%	19.5%	39.4%	38.5%

Keefe, Bruyette also analyzed the financial data for the period ended June 30, 2005 for Florida Choice and reporting periods prior to the announcement of each transaction for each target in the Selected Transactions Analysis. The results were as follows:

Comparable Targets:

	Median	Low	High	Florida Choice
Equity / Assets	7.18%	4.48%	10.76%	12.96%
Non-Performing Assets / Assets	0.09	0.00	1.12	0.37
Return on Average Assets (Year-to-Date Annualized)	1.01	0.53	1.31	0.79
Return on Average Equity (Year-to-Date Annualized)	13.33	8.43	25.74	7.32
Efficiency Ratio (Last Twelve Months)	62	55	76	55

No company or transaction used as a comparison in the above analysis is identical to Alabama National, Florida Choice or the Merger. Accordingly, an analysis of these results is not purely mathematical. Rather, it involves complex considerations and judgments concerning differences in financial and operating characteristics of the companies and other factors that could affect the value of the companies to which they are being compared.

Discounted Cash Flow Analysis. Using discounted dividends analysis, Keefe, Bruyette estimated the present value of the future stream of dividends that Florida Choice could produce over the next five years, under various circumstances, assuming Florida Choice performed in accordance with management s earnings forecasts for 2005-2006, maintains a return on average assets of 1.0% from 2007-2011 and manages balance sheet growth to result in a 7.0% average equity / asset ratio in 2010. Keefe, Bruyette then estimated the terminal values for Florida Choice stock at the end of the period by applying multiples ranging from 15.0x to 17.0x projected earnings in year six. The dividend streams and terminal values were then discounted to present values using different discount rates (ranging from 11.0% to 15.0%) chosen to reflect different assumptions regarding the required rates of return to holders or prospective buyers of Florida Choice common stock. This discounted dividend analysis indicated reference ranges of between $33.07 and $44.09 per share of Florida Choice common stock. These values compare to the blended consideration offered by Alabama National to Florida Choice in the Merger of $38.55 per share of Florida Choice common stock.

Relative Stock Price Performance. Keefe, Bruyette also analyzed the price performance of Alabama National common stock from December 31, 2003 to October 26, 2005 and compared that performance to the performance of the Philadelphia Exchange/Keefe, Bruyette & Woods Bank Index (Keefe Bank Index) over the same period. The Keefe Bank Index is a market cap weighted price index composed of 24 major commercial and savings banks stocks. The Keefe Bank Index is traded on the Philadelphia Exchange under the symbol BKX . This analysis indicated the following cumulative changes in price over the period:

Alabama National	20.49%
Keefe Bank Index	0.24%

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Selected Peer Group Analysis. Keefe, Bruyette compared the financial performance and market performance of Alabama National to those of a group of comparable holding companies. The comparisons were based on:

various financial measures including:

earnings performance;

operating efficiency;

capital; and

asset quality.

various measures of market performance including:

price to book value;

price to earnings; and

dividend yield.

To perform this analysis, Keefe, Bruyette used the financial information as of and for the quarter ended June 30, 2005 and market price information as of October 26, 2005. The 11 companies in the peer group included publicly traded banks in Alabama, Florida, Georgia, Mississippi, South Carolina and Tennessee with assets between $1.5 billion and $20 billion. This peer group includes BancorpSouth, Inc., Capital City Bank Group, Inc., GB&T Bancshares, Inc., Hancock Holding Company, Main Street Banks, Inc., Renasant Corporation, SCBT Financial Corporation, Seacoast Banking Corporation of Florida, The South Financial Group, Inc., Trustmark Corporation and United Community Banks, Inc. Keefe, Bruyette has adjusted throughout its analysis the financial data to exclude certain non-recurring income and expenses and any extraordinary items.

Keefe, Bruyette s analysis showed the following concerning Alabama National s financial performance:

	Selected Peer Group:			
	Median	Low	High	Alabama National

Return on Average Equity (GAAP)	11.54%	6.49%	16.03%	11.93%
Return on Average Assets (GAAP)	1.01	0.82	1.51	1.17
Return on Average Tangible Equity (Cash)	16.59	10.64	22.26	16.66
Return on Average Tangible Assets (Cash)	1.05	0.90	1.57	1.20
Net Interest Margin	4.13	3.22	5.05	3.93
Efficiency Ratio	61	55	67	59
Leverage Ratio	8.67	6.58	11.06	8.31
Equity / Assets	10.00	7.16	13.13	9.66
Tangible Equity / Assets	7.24	5.46	8.75	7.14
Loans / Deposits	99	66	106	93
Non-Performing Assets / Assets	0.26	0.01	0.66	0.13
Loan Loss Reserve / Non-Performing Assets	236	149	411	671
Loan Loss Reserve / Total Loans	1.21	0.72	1.45	1.29

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Keefe, Bruyette s analysis showed the following concerning Alabama National s market performance:

Selected Peer Group:

	Median	Low	High	Alabama National
Price / Stated Book Value Per Share	195%	129%	266%	196%
Price / Tangible Book Value Per Share	270	216	368	273
Price / 2005 GAAP Estimated Earnings Per Share	17.4x	13.8x	22.4x	16.8x
Price / 2005 Cash Estimated Earnings Per Share	17.0	13.0	21.6	16.3
Price / 2006 GAAP Estimated Earnings Per Share	15.0	12.5	19.1	15.1
Price / 2006 Cash Estimated Earnings Per Share	14.7	11.9	17.5	14.7
Dividend Yield	2.3%	1.0%	3.5%	2.1%

Keefe, Bruyette also compared the financial performance of Florida Choice to those of a group of comparable banks. The comparisons were based on:

- various financial measures including:
  - earnings performance;
  - operating efficiency;
  - capital; and
  - asset quality.
- various measures of market performance including:
  - price to book value;
  - price to earnings; and
  - dividend yield.

To perform this analysis, Keefe, Bruyette used the financial information as of and for the quarter ended June 30, 2005. The 10 companies in the peer group included banks in Florida, excluding Miami-Dade and Broward Counties and sub-chapter S corporations, with assets between $300

million and $475 million. This peer group includes Banking Corporation of Florida, Beach Community Bancshares, Inc., Big Lake Financial Corporation, FCB Florida Bancorporation, Inc., First Bankshares, Incorporated, FMB Banking Corporation, Gulfstream Bancshares, Inc., Peninsula Bank, UniSouth, Inc., and Wakulla Bancorp. Keefe, Bruyette has adjusted throughout its analysis the financial data to exclude certain non-recurring income and expenses and any extraordinary items.

Keefe, Bruyette s analysis showed the following concerning Florida Choice s financial performance:

Selected Peer Group:

	Median	Low	High	Florida Choice
Return on Average Equity (GAAP)	16.54%	12.60%	36.00%	7.15%
Return on Average Assets (GAAP)	1.26	0.76	2.32	0.92
Return on Average Tangible Equity (Cash)	16.54	12.60	36.00	7.15
Return on Average Tangible Assets (Cash)	1.26	0.76	2.32	0.92
Net Interest Margin	4.45	3.63	5.07	4.42
Efficiency Ratio	50	36	66	49
Leverage Ratio	8.33	6.44	10.66	14.19
Tangible Equity / Assets	6.58	5.74	8.51	12.96
Loans / Deposits	89	67	104	112
Non-Performing Assets / Assets	0.11	0.00	1.02	0.37
Loan Loss Reserve / Non-Performing Assets	206	48	354	261
Loan Loss Reserve / Total Loans	1.16	0.65	1.68	1.15

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Contribution Analysis. Keefe, Bruyette analyzed the relative contribution of each of Florida Choice and Alabama National to the pro forma balance sheet and income statement items of the combined entity, including assets, gross loans, deposits, equity, tangible equity and latest twelve months earnings. This analysis excluded any purchase accounting adjustments. The pro forma ownership analysis assumed the aggregate deal value was in the form of 95% Alabama National stock and 5% cash and was based on Alabama National s closing price of $63.32 on October 26, 2005. The results of Keefe, Bruyette s analysis are set forth in the following table:

Category	Alabama National	Florida Choice
Assets	95.1%	4.9%
Gross Loans	94.1	5.9
Deposits	95.1	4.9
Equity	93.5	6.5
Tangible Equity	91.2	8.8
Latest Twelve Months Earnings (GAAP)	96.8	3.2
Latest Twelve Months Earnings (Cash)	97.0	3.0
Estimated Pro Forma Ownership	92.2	7.8

Financial Impact Analysis. Keefe, Bruyette performed pro forma merger analyses that combined projected income statement and balance sheet information. Assumptions regarding the accounting treatment, acquisition adjustments and cost savings were used to calculate the financial impact that the Merger would have on certain projected financial results of the pro forma company. This analysis indicated that the Merger is expected to be dilutive to Alabama National s estimated 2006 GAAP and cash earnings per share and accretive to Alabama National s estimated 2007 GAAP and cash earnings per share. This analysis was based on First Call s 2006 published earnings estimate for Alabama National and Florida Choice s 2006 and 2007 earnings projections provided by Florida Choice s management. First Call is a data service that monitors and publishes a compilation of earnings estimates produced by selected research analysts regarding companies of interest to institutional investors. Keefe, Bruyette assumed 11% earnings growth over First Call s 2006 projections to estimate Alabama National s 2007 earnings and estimated cost savings equal to 5.0% of Florida Choice s projected non-interest expenses. For all of the above analyses, the actual results achieved by pro forma company following the Merger will vary from the projected results and the variations may be material.

Other Analyses. Keefe, Bruyette reviewed the relative financial and market performance of Alabama National and Florida Choice to a variety of relevant industry peer groups and indices. Keefe, Bruyette also reviewed earnings estimates, historical stock performance, stock liquidity and research coverage for Alabama National.

The Florida Choice Board has retained Keefe, Bruyette as an independent contractor to act as financial adviser to Florida Choice regarding the Merger. As part of its investment banking business, Keefe, Bruyette is continually engaged in the valuation of banking businesses and their securities in connection with mergers and acquisitions, negotiated underwritings, competitive biddings, secondary distributions of listed and unlisted securities, private placements and valuations for estate, corporate and other purposes. As specialists in the securities of banking companies, Keefe, Bruyette has experience in, and knowledge of, the valuation of banking enterprises. In the ordinary course of its business as a broker-dealer, Keefe, Bruyette may, from time to time, purchase securities from, and sell securities to Alabama National. As a market maker in securities, Keefe, Bruyette may from time to time have a long or short position in, and buy or sell, debt or equity securities of Alabama National for Keefe, Bruyette s own account and for the accounts of its customers.

Florida Choice and Keefe, Bruyette have entered into an agreement relating to the services to be provided by Keefe, Bruyette in connection with the Merger. Florida Choice has agreed to pay Keefe, Bruyette at the time of closing a cash fee equal to 1.0% of the market value of the aggregate consideration offered in exchange for the outstanding shares of common stock of Florida Choice in the transaction. Pursuant to the Keefe, Bruyette

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engagement agreement, Florida Choice also agreed to reimburse Keefe, Bruyette for reasonable out-of-pocket expenses and disbursements incurred in connection with its retention and to indemnify against certain liabilities, including liabilities under the federal securities laws.

Effect on Certain Employee Benefit Plans of Florida Choice

401(k) Plan. Florida Choice Bank maintains a 401(k) defined contribution plan for its employees (the 401(k) Plan). Under the Merger Agreement, the 401(k) Plan will be terminated prior to the Effective Time, and each participant will become 100% vested in the 401(k) Plan. After the Merger, Alabama National will offer each employee of Florida Choice Bank who was eligible to participate in Florida Choice s plan the opportunity to enroll in Alabama National s 401(k) defined contribution plan.

Salary Continuation Agreements and Supplemental Life Insurance Agreements. Certain officers of Florida Choice and Florida Choice Bank have salary continuation agreements and supplemental life insurance agreements which will be modified and/or terminated as a result of the Merger. See APPROVAL OF THE MERGER AGREEMENT Interests of Certain Persons in the Merger at page 46.

Treatment of Florida Choice Stock Options. At the time we complete the Merger, all outstanding stock options granted by Florida Choice under its stock option plans will be converted automatically into options to purchase Alabama National common stock, unless an option holder has elected to cancel his or her options in exchange for cash, as described below. Alabama National will assume these options subject to their existing terms, including any acceleration in vesting that will occur as a consequence of the Merger. The number of shares of Alabama National common stock that may be purchased upon exercise of each assumed option will be calculated according to the Exchange Ratio.

Under the terms of the Merger Agreement, holders of Florida Choice stock options may elect instead to cancel their options as of the time the Merger is complete in exchange for cash. If an option holder elects to receive cash, he or she will receive cash in an amount equal to the number of shares covered by the option multiplied by the excess of (A) the price derived by adding the averages of the high and the low sales price of one share of Alabama National common stock quoted on the Nasdaq Stock Market on each of the ten days ending on the fifth business day prior to the Effective Time (the Average Quoted Price), multiplied by 0.6079, and (B) the exercise price per share. For example, if the Average Quoted Price were $60.00, the holder of an option to buy 100 shares of Florida Choice common stock at $16.00 per share would be entitled to receive $2,047.40 (calculated as follows: 100 shares X {(0.6079 X $60.00)-$16.00}) if such holder elected this alternative.

The directors of Florida Choice and Florida Choice Bank and certain executives of Florida Choice and Florida Choice Bank, who hold over 90% of the outstanding options of Florida Choice, have elected to cancel their options in exchange for cash. The closing of the Merger is conditioned upon holders of at least 90% of the outstanding options electing to cancel their options in exchange for cash.

In order to permit holders of Florida Choice options to freely trade the shares issuable upon exercise, Alabama National has agreed that, as soon as practicable after the Effective Time of the Merger, it will file a registration statement with the Securities and Exchange Commission with respect to the shares of Alabama National common stock issuable upon the exercise of the converted Florida Choice options, and that it will use its reasonable efforts to maintain the effectiveness of that registration statement for so long as any such options remain outstanding.

The executive officers and directors of Florida Choice and Florida Choice Bank held in the aggregate exercisable options to purchase 269,450 shares of Florida Choice common stock as of the Record Date for the Special Meeting.

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Conditions to Consummation of the Merger

The respective obligations of Alabama National and Florida Choice to effect the Merger are subject to the satisfaction of the following conditions prior to the Effective Time:

(a) shareholder approval of Florida Choice shall have been received;

(b) all regulatory approvals shall have been received and waiting periods shall have expired, and no such approval shall be conditioned or restricted in a manner which, in the opinion of the board of directors of Alabama National or Florida Choice, materially adversely impacts the Merger so as to render it inadvisable;

(c) all consents necessary to consummate the Merger and avoid a material adverse effect on the relevant party shall have been obtained;

(d) no court or regulatory authority shall have taken any action that restricts, prohibits or makes illegal the transactions provided for in the Merger Agreement, and no action shall have been instituted seeking to restrain the Merger which, in the opinion of the board of directors of Alabama National or Florida Choice, renders its consummation impossible or inadvisable;

(e) Florida Choice and Alabama National shall have received an opinion of Alabama National s counsel that the Merger will qualify as a reorganization under the Code, as provided in the Merger Agreement; and

(f) no stop order suspending the effectiveness of the Registration Statement shall have been issued and no proceeding for that purpose shall have been commenced or threatened by the SEC.

The obligations of Alabama National to effect the Merger are further subject to the satisfaction or waiver of the following conditions:

(a) the representations and warranties of Florida Choice in the Merger Agreement shall be true as if made at the Effective Time;

(b) the agreements and covenants of Florida Choice in the Merger Agreement and agreements provided for therein shall have been performed and complied with by the Effective Time;

(c) Florida Choice shall have delivered to Alabama National certain certificates of its corporate officers provided for in the Merger Agreement;

(d) Florida Choice shall have delivered to Alabama National an opinion of its counsel as provided in the Merger Agreement;

(e) immediately prior to the Effective Time, Florida Choice and Florida Choice Bank shall have a minimum net worth (as defined in the Merger Agreement) of $38 million, individually;

(f)

Alabama National shall have received from Hacker, Johnson & Smith, P.A., independent certified public accountants, a comfort letter dated as of the Effective Time with respect to such matters relating to the financial condition of Florida Choice as Alabama National may reasonably request;

(g) the charge offs, reserves and accruals as Alabama National shall reasonably request to conform Florida Choice s accounting policies to Alabama National s accounting policies shall have been made;

(h) Alabama National shall be satisfied in its sole discretion that Florida Choice has taken all reasonably necessary steps such that the Merger will not trigger any excess parachute payment (as defined in Section 280G of the Internal Revenue Code), that could be disallowed as a deduction or result in the payment of excise taxes under Section 280G or 162(m) of the Code.

(i) the existing employment agreements, change in control agreements, severance agreements and similar agreements, between Florida Choice and any individual shall be terminated as of the Effective Time without any penalty, fee or cost to Alabama National or Florida Choice, and each of John Warren,

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Robert Porter, Tom Coletta, Joe Vorwerk, Tim Roberson, Stephen Jeuck and Kenneth LaRoe shall have entered into new employment agreements/non-compete agreements with Florida Choice Bank as approved by Alabama National;

(j) no regulatory authority shall have asserted that Florida Choice or any of its subsidiaries is not in material compliance with such regulatory authority, revoked any material permits or issued any order or similar undertaking that restricts or impairs the conduct of Florida Choice s or any of its subsidiaries business;

(k) there shall have been no determination by Alabama National that any fact, event or condition exists or has occurred that would have a material adverse effect on Florida Choice or the Merger or that would render the Merger impractical;

(l) Florida Choice shall have obtained the consent or approval of each person required to permit the succession by Alabama National to any contract obligation, right or interest of Florida Choice;

(m) there shall not be any action taken by any regulatory authority which imposes any material adverse requirement upon Alabama National unless it is customary in connection with the acquisition of banks under similar circumstances;

(n) Florida Choice shall have delivered a certificate to Alabama National that Florida Choice is not aware of any claims against its directors or officers or under its directors and officers insurance policy or its fidelity bond coverage;

(o) subsequent to the execution of the Merger Agreement, there shall not have been any material increase in Florida Choice Bank s nonperforming, classified or related party loans;

(p) Alabama National shall have received documentation that the Florida Choice Bank 401(k) Plan will be terminated as of the Effective Time;

(q) Holders of at least 90% of the stock options of Florida Choice shall have elected to exchange such options for cash; and

(r) no action, proceeding or claim shall have been instituted and the parties shall not have knowledge of any threatened action, claim or proceeding against Florida Choice, Florida Choice Bank and/or their respective officers or directors.

The obligations of Florida Choice to effect the Merger are further subject to the satisfaction or waiver of the following conditions:

(a) the representations and warranties of Alabama National in the Merger Agreement shall be true as if made at the Effective Time;

(b) the agreements and covenants of Alabama National in the Merger Agreement and agreements provided for therein shall have been performed and complied with by the Effective Time;

(c) Alabama National shall have delivered to Florida Choice certain certificates of its corporate officers provided for in the Merger Agreement;

(d) Alabama National shall have delivered to Florida Choice an opinion of its counsel as provided in the Merger Agreement;

(e) Florida Choice shall have received from PricewaterhouseCoopers, LLP, independent certified public accountants, a comfort letter dated as of the Effective Time with respect to such matters relating to the financial condition of Alabama National as Florida Choice may reasonably request;

(f) the opinion received by Florida Choice from Keefe, Bruyette & Woods, Inc. that the consideration to be received by the Florida Choice shareholders is fair from a financial point of view shall not have been withdrawn as of the Effective Time;

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(g) Alabama National common stock to be issued in the Merger shall have been qualified as a Nasdaq National Market System Security as defined by the SEC; and

(h) no regulatory authority shall have asserted that Alabama National or any of its subsidiaries is not in material compliance with such regulatory authority, revoked any material permits or issued any order or similar undertaking that restricts or impairs the conduct of Alabama National s or any of its subsidiaries business.

Regulatory Approvals

The Merger is conditioned upon receipt of the necessary regulatory approvals. Bank holding companies and banks are regulated extensively under both federal and state law. Alabama National and Florida Choice are subject to regulation by the Federal Reserve. The Bank Holding Company Act requires a bank holding company to obtain the prior approval of the Federal Reserve before it may acquire substantially all of the assets of any bank or ownership or control of any voting shares of any bank if, after such acquisition, it would own or control, directly or indirectly, more than five percent of the voting shares of any such bank. Accordingly, on November 23, 2005, Alabama National filed an application with the Federal Reserve in accordance with Section 3 of the Bank Holding Company Act. The Federal Reserve approved the application on December 30, 2005.

Florida Choice Bank is subject to regulation by the Florida Office of Financial Regulation (the Department). Under the requirements of Section 658.28 of the Florida Statutes, any proposed change of control involving a Florida state bank must be submitted to the Department for prior approval. Alabama National and Florida Choice submitted a change of control application to the Department on November 23, 2005 in connection with Alabama National obtaining control over Florida Choice Bank by virtue of the merger. The Department approved the application on January 12, 2006.

Conduct of Business Pending the Merger

The Merger Agreement requires that each of Florida Choice and Alabama National shall preserve its business organization, goodwill, relationships with depositors, customers and employees, and assets and maintain its rights and franchises and take no action that would adversely affect its ability to perform under the Merger Agreement. In addition, Florida Choice has agreed that, without the consent of Alabama National, it will not:

(a) amend its Articles of Incorporation, Bylaws or other governing instruments or those of any of its subsidiaries;

(b) incur additional debt obligations except in the ordinary course of business or allow any lien to exist on any share of the stock held by itself or any of its subsidiaries, other than those in place on the date of the Merger Agreement;

(c) repurchase, redeem or otherwise acquire or exchange any shares, or any securities convertible into any shares of the stock of itself or any of its subsidiaries, or declare or pay any dividend or make any other distribution in respect of its capital stock;

(d) except as provided in the Merger Agreement and as required upon exercise of any Florida Choice stock options, issue, sell, pledge, encumber or enter into any contract to issue, sell, pledge or encumber, or authorize any of the foregoing, any additional shares of Florida Choice common stock or any other capital stock of Florida Choice or any subsidiary, or any stock appreciation rights,

options, warrants, conversion or other rights to acquire any such stock;

(e) adjust, split, combine or reclassify any of its capital stock or that of any of its subsidiaries, issue or authorize the issuance of any other securities or sell, lease, mortgage or otherwise encumber any shares of any of its subsidiaries or other asset other than in the ordinary course of business for reasonable and adequate consideration;

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(f) acquire any direct or indirect equity interest in any entities, other than in connection with foreclosures in the ordinary course of business, acquisitions of control by a depository institution subsidiary in a fiduciary capacity;

(g) grant any increase in compensation or benefits of the employees or officers of Florida Choice or any of its subsidiaries, except in accordance with past practice, grant or pay bonuses, except in accordance with past practice or pursuant to preexisting bonus plans or programs, enter into or amend severance agreements or grant any material increases in fees or other compensation to directors, officers or employees;

(h) enter into or amend any employment contract without an unconditional right to terminate without liability;

(i) adopt any new employee benefit plans or make any material changes to any existing employee benefit plans other than as required by law or that is necessary or advisable to maintain the tax qualified status of any such plan;

(j) make any material change in any accounting methods or systems of internal accounting controls, except as appropriate to conform to changes in regulatory accounting requirements or generally accepted accounting principles;

(k) commence any litigation other than in accordance with past practice, settle any litigation involving any liability for material monetary damages or restrictions on the operations of Florida Choice or any of its subsidiaries or, except in the ordinary course of business, modify, amend or terminate any material contract or waive, release, compromise or assign any material rights or claims;

(l) operate its business otherwise than in the ordinary course, or in a manner not consistent with safe and sound banking practices or applicable law;

(m) fail to file timely any report required to be filed with any regulatory authorities;

(n) make a loan or advance to any of its shareholders owning 5% or more of the outstanding shares of Florida Choice common stock, directors or officers of Florida Choice or its subsidiaries, or any members of their immediate families, except for unfunded loan commitments or renewals of existing loans in existence on the date of the Merger Agreement;

(o) cancel without payment in full, or modify any contract relating to, any loan or other obligation receivable from any holder of 5% or more of the Florida Choice common stock, shareholder, director or officer of Florida Choice or any of its subsidiaries or any members of their immediate families;

(p) enter into any contract for services or otherwise with any of the holders of 5% or more of Florida Choice common stock, or the directors, officers or employees of Florida Choice or any of its subsidiaries or any members of their immediate families;

(q) modify, amend or terminate any material contract or waive, release, compromise or assign any material rights or claims, except in the ordinary course of business or for fair consideration;

(r) file any application to relocate or terminate the operations of any of its banking offices or any of its subsidiaries;

(s) except in accordance with applicable law, change its or any of its subsidiaries lending, investment, liability management and other material banking policies in any material respect;

(t) intentionally take any action reasonably expected to jeopardize or delay the receipt of any regulatory approval required to consummate the Merger;

(u) take any action that would cause the transactions provided for in the Merger Agreement to be subject to requirements imposed by any anti-takeover laws;

(v) make or renew any loan to any person or entity who or that owes, or would as a result of such loan or renewal owe, Florida Choice or any of its subsidiaries more than $2 million of secured indebtedness or $250,000 of unsecured indebtedness;

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(w) increase or decrease the rate of interest paid on time deposits or on certificates of deposit, except as consistent with past policies;

(x) acquire any investment securities or asset-backed securities (with certain exceptions as described in the Merger Agreement);

(y) dispose of any real property or interests therein having a book value in excess of or in exchange for consideration in excess of $50,000 (with certain exceptions as described in the Merger Agreement); or

(z) make any capital expenditures individually in excess of $50,000, or in the aggregate in excess of $100,000.

Alabama National has agreed that, without the consent of Florida Choice, it will not:

(a) fail to file timely any report required to be filed with any regulatory authorities, including the SEC; or

(b) take any action that would cause Alabama National common stock to cease to be traded on the Nasdaq Stock Market, except for certain exceptions specified in the Merger Agreement.

Each party has also agreed to give written notice to the other party promptly upon becoming aware of the occurrence of any event which is likely to constitute a Material Adverse Effect within the meaning given to such term in the Merger Agreement or constitute a material breach of any of its representations, warranties or covenants contained in the Merger Agreement and to use its reasonable efforts to remedy any such condition or breach.

Florida Choice has also agreed to not solicit or encourage the submission of any acquisition proposal involving Florida Choice and any third party acquiror prior to the termination of the Merger Agreement or the consummation of the Merger. Florida Choice has also agreed that, unless it receives a superior acquisition proposal and pays the termination fee (as discussed below), it will not (1) withdraw, modify or change its recommendation to its shareholders with respect to approval of the Merger Agreement or the Merger, (2) resolve to engage in any acquisition proposal involving Florida Choice, (3) authorize or permit Florida Choice or any of its subsidiaries to enter into any acquisition agreement.

Waiver and Amendment; Termination; Termination Fee

Prior to the Effective Time, either Alabama National or Florida Choice may waive any default in performance of any term of the Merger Agreement, waive or extend the time for the compliance or fulfillment by the other of any and all of its obligations under the Merger Agreement, waive any or all of the conditions precedent and may, to the extent permitted by law, amend the Merger Agreement in writing with the approval of the Board of Directors of each of Florida Choice and Alabama National.

The Merger Agreement may be terminated at any time prior to the Effective Time, as follows:

(a) by mutual consent of Alabama National and Florida Choice;

(b) in the event of a breach of a representation, warranty, covenant or agreement by the non-breaching party under certain circumstances;

(c) by either party (provided that such terminating party is not in material breach of any material obligation in the Merger Agreement), in the event any required regulatory approval is denied or not obtained or the shareholders of Florida Choice fail to approve the Merger;

(d) by either party, in the event there is a material adverse effect on the business, operations or financial condition of the other party that is not remedied;

(e) by either party, in the event any of the conditions precedent to the Merger cannot be satisfied or fulfilled or the Merger is not consummated by May 31, 2006, and such failure was not the fault of the terminating party;

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(f) by Alabama National, if the holders of greater than 5% of the outstanding shares of Florida Choice common stock properly assert their appraisal rights under Florida law;

(g) by Alabama National, if (1) the board of directors of Florida Choice withdraws, adversely modifies or fails upon request to reconfirm its recommendation of the Merger, (2) the board of directors of Florida Choice approves another acquisition proposal or recommends approval of another acquisition proposal to the shareholders, (3) the board of directors of Florida Choice fails to call the special meeting of shareholders, or (4) any person or entity becomes the beneficial owner of 25% or more of the outstanding shares of Florida Choice stock;

(h) by Florida Choice, if the board of directors of Florida Choice shall have authorized an agreement with respect to an acquisition or merger transaction proposal which it considers superior to the Merger, and after written notice to Alabama National, Alabama National does not make an offer that the Florida Choice board determines is as favorable as the third-party proposal; or

(i) by Florida Choice, in the event that the average trading price of Alabama National common stock decreases more than a specific amount during the ten day period ending on the date on which the Federal Reserve Board approval has been received by Alabama National (as described in the Merger Agreement). The average trading price of Alabama National s common stock had not decreased more than the prescribed amount during the ten day period ending on the date that Alabama National received the Federal Reserve Board s approval of the Merger. Accordingly, Florida Choice is no longer entitled to terminate the Merger Agreement for this reason.

In the event of the termination of the Merger Agreement, the Merger Agreement will become void and have no effect, except that the confidentiality requirements, miscellaneous provisions, and provisions regarding expenses will survive such termination. Such termination will not relieve a breaching party from liability for an uncured willful breach of the representation, warranty, covenant or agreement giving rise to the termination. Also, a termination under paragraphs (g) or (h) above will require Florida Choice to pay to Alabama National a termination fee of $3.0 million.

Management and Operations After the Merger

From and after the Effective Time, the Alabama National board of directors will consist of the then current directors of Alabama National. Upon the consummation of the Merger, Florida Choice Bank will become a wholly owned subsidiary of Alabama National. The Board of Directors of Florida Choice Bank will consist of the current directors of Florida Choice Bank plus one or more officers of Alabama National. Following the Merger, Kenneth E. LaRoe, currently the Chairman and Chief Executive Officer of Florida Choice and Florida Choice Bank, will continue to serve as Chairman of the Board of Directors of Florida Choice Bank, John R. Warren, currently the President of Florida Choice and Florida Choice Bank, will serve as Chief Executive Officer of Florida Choice Bank, and Robert L. Porter, currently the Chief Financial Officer of Florida Choice and the Chief Operating Officer of Florida Choice Bank, will continue to serve as Chief Operating Officer of Florida Choice Bank. Florida Choice Bank has entered into employment agreements with several existing officers and employees of Florida Choice Bank, in addition to Messrs. LaRoe, Warren and Porter, as discussed below. It is not expected that any significant change in employees at Florida Choice Bank will be made as a result of the Merger.

All current Alabama National officers are expected to continue to serve Alabama National in accordance with the bylaws of Alabama National after the Effective Time. All directors and officers of each of the subsidiaries of Alabama National after the Effective Time are expected to continue to serve in accordance with the terms of the bylaws of each such subsidiary.

Interests of Certain Persons in the Merger

No director or executive officer of Alabama National has any material direct or indirect financial interest in Florida Choice or the Merger, except as a director, executive officer or shareholder of Alabama National or its

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subsidiaries. Certain officers and directors of Florida Choice Bank will continue to serve as officers and directors of Florida Choice Bank following the Merger.

In addition, Messrs. LaRoe, Warren and Porter will serve as Chairman, Chief Executive Officer and Chief Operating Officer of Florida Choice Bank, respectively, as described above. Each of Messrs. LaRoe, Warren and Porter has entered into a new employment agreement with Florida Choice Bank. These new employment agreements are being held in escrow and are to become effective upon completion of the Merger. Mr. LaRoe s new employment agreement will provide Mr. LaRoe with an annual salary of at least $100,000 for up to two years following the Merger, for service as the Chairman of Florida Choice Bank. Mr. Warren s new employment agreement will provide Mr. Warren with an annual salary of at least $185,000 for up to five years following the Merger, for service as the Chief Executive Officer of Florida Choice Bank. Mr. Porter new employment agreement will provide Mr. Porter with an annual salary of at least $185,000 for up to five years following the Merger, for service as the Chief Operating Officer of Florida Choice Bank. Mr. Warren and Mr. Porter will each have the opportunity to earn annual bonuses under their new employment agreements. All three of these new employment agreements also provide for certain fringe benefits and contain non-compete restrictions, as described in the employment agreements.

In the event that Mr. LaRoe is terminated other than for cause, or if he terminates his employment because of a material breach by Florida Choice Bank, he is entitled to receive his base salary plus certain fringe benefits through the second anniversary of the effective date of his employment agreement. In the event that either Mr. Warren or Mr. Porter is terminated other than for cause, or if either of these officers terminates his employment because of a material breach by Florida Choice Bank, then such terminated officer is entitled to receive his base salary plus certain fringe benefits through the fifth anniversary of the effective date of his employment agreement.

These three new employment agreements with Messrs. LaRoe, Warren and Porter, once they become effective upon the completion of the Merger, will supersede all of the terms of these officers current employment agreements, which will automatically terminate on the date that the Merger is completed. If, for any reason, the Merger is not completed, these officers current employment agreements will continue to be effective.

Florida Choice Bank has entered into employment agreements, effective January 1, 2006, with each of the following eight officers: Tom Coletta, Stephen Jeuck, Tim Roberson, Paul Rountree, Sharon Stovall, Ray Taylor, Chris VanBuskirk and Joe Vorwerk. These agreements have employment terms ranging from one to five years, provide for annual salaries ranging from $80,000 to $140,000, and provide each employee with the opportunity to earn annual bonuses. These agreements generally provide that if the employee is terminated other than for cause, or if the employee terminates his or her employment because of a material breach by Florida Choice Bank, then the employee is entitled to receive his or her base salary plus certain fringe benefits through the term of the agreement. Additionally, each of these persons will be entitled to receive a stay bonus, ranging from $10,000 to $145,000, payable on the date of completion of the Merger, if they remain employed with Florida Choice Bank through the date of the consummation of the Merger. The total amount of these stay bonuses in the aggregate is $525,000. If the employee does not continue his or her employment with Florida Choice Bank for a specific period of time following the Merger, then the employee is required to repay to Florida Choice Bank a portion of the stay bonus, as described in the new employment agreements. Prior to January 1, 2006, several of these employees had an existing employment agreement, change in control agreement and/or severance agreement with Florida Choice Bank. Each of these agreements was replaced, effective January 1, 2006, with the new employment agreements described above.

Additionally, Messrs. LaRoe, Warren, Porter, Coletta and Jeuck had salary continuation agreements pursuant to which they were eligible for supplemental retirement benefits. These benefits were to become fully vested as a result of the Merger. Rather than initiate these payments on retirement, each of these employees agreed to terminate his salary continuation agreement, effective December 15, 2005, in exchange for a lump sum

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payment equal to the present value of the retirement benefits as of December 31, 2005. Messrs. LaRoe, Warren, Porter, Coletta and Jeuck received lump sum payments of $676,824, $526,778, $608,754, $359,116, and $382,495, respectively, related to the termination of the salary continuation agreements.

Alabama National and Florida Choice anticipate that 21 of the 24 non-executive directors of Florida Choice Bank will enter into non-compete agreements to be effective upon the completion of the Merger. To date, 20 of these non-executive directors have entered into non-compete agreements. Each non-executive director of Florida Choice Bank will receive a payment of $5,000 as consideration for the restrictions of their non-compete agreements.

Each of the directors of Florida Choice and Florida Choice Bank have entered into agreements, whereby they have agreed to vote in favor of matters required for consummation of the Merger with Alabama National. The agreements also provide that the directors will elect to receive cash in exchange for their stock options and also address certain matters pertaining to Alabama National s indemnification obligations.

The Merger Agreement and the director s agreements generally provide that for a period of three years after the Effective Time, Alabama National will indemnify, defend and hold harmless each director and executive officer of Florida Choice against all liabilities arising out of actions or omissions occurring upon or prior to the Effective Time (including the transactions contemplated by the Merger Agreement) to the maximum extent permitted under the Florida Choice articles of incorporation and bylaws and applicable law, except for matters arising out of or related to (i) any conviction of a director for a violation of criminal law, (ii) any transaction in which a director is determined to have received an improper personal benefit, or (iii) any offering of securities by Florida Choice. These obligations continue during the period beginning on the third anniversary of the Effective Time and ending on the sixth anniversary of the Effective Time, but only to the extent mandated under the Florida Choice articles of incorporation and bylaws and applicable law.

Pursuant to an election option available under the Merger Agreement, the directors of Florida Choice and Florida Choice Bank and certain executives of Florida Choice and Florida Choice Bank (who hold options to purchase over 90% of the outstanding options of Florida Choice) have elected to cancel their options in exchange for a cash amount (as described above).

In the normal course of business, Florida Choice makes loans to its directors and officers, including loans to certain related persons and entities. Such loans are made on substantially the same terms, including interest rates and collateral, as those prevailing at the time for comparable transactions with other customers, and, in the opinion of management of Florida Choice, do not involve more than the normal risk of collectibility. As of September 30, 2005, the amount of these loans (including amounts available under lines of credit) by Florida Choice Bank to its directors and executive officers was 3.28% of Florida Choice Bank s net loans.

Prior to the effective time of the Merger, Florida Choice will take all steps which may be required to cause the transactions contemplated by the Merger Agreement, including any disposition of securities of Florida Choice (including stock options) by each individual who is subject to the reporting requirements of Section 16(a) of the Securities Exchange Act of 1934 (the Exchange Act), to be exempt under Rule 16b-3 promulgated under the Exchange Act.

Relationships between Florida Choice and Alabama National

The investment division of First American Bank, a wholly-owned subsidiary bank of Alabama National, handles various investment needs for multiple correspondent banking clients throughout the Southeast, including Florida Choice Bank, with which it has had a correspondent banking relationship for approximately four years. Part of these relationships (including the relationship with Florida Choice Bank) typically entails the sale by First

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American Bank of fixed income securities to the correspondent bank, for which First American Bank receives commission income.

Additionally, First American Bank has made available an unsecured federal funds line of $10,000,000 to Florida Choice Bank, of which all $10,000,000 of the line remained available as of December 31, 2005. Federal funds are sold by First American Bank to correspondent banks, including Florida Choice Bank, on an unsecured basis and generally do not exceed limits established for each bank resulting from an evaluation of the bank s financial position. The terms offered to Florida Choice Bank are similar to the terms and conditions offered to each of the correspondent banks served by First American Bank s investment division. In addition to the unsecured line extended to Florida Choice Bank by First American Bank, Florida Choice Bank is able to sell federal funds to First American Bank on an overnight basis.

As is customary in First American Bank s correspondent banking relationships, in addition to making available unsecured federal funds lines and selling fixed income securities, First American Bank will routinely prepare asset-liability and liquidity reports for its clients and provide security safekeeping services and bond accounting services. First American Bank has provided such services to Florida Choice Bank in the past.

First American Bank has had, and expects to continue to have, banking and other transactions in the ordinary course of business with directors and executive officers of Florida Choice Bank and their affiliates, including members of their families or corporations, partnerships or other organizations in which such directors or executive officers have a controlling interest. These transactions have been, and are expected to continue to be, entered into on substantially the same terms, including interest rates and collateral, as those prevailing at the time for comparable transactions with unrelated parties. Furthermore, such transactions are not expected to involve more than the normal risk of collectibility nor present other unfavorable features to First American Bank. Each of Alabama National s subsidiary banks, which will include Florida Choice Bank at the Effective Time of the Merger, is subject to limits on the aggregate amount it can lend to the subsidiary banks and Alabama National s directors and officers as a group. This limit is generally equal to the applicable entity s unimpaired capital and surplus. Loans to individual directors and officers must also comply with the subsidiary bank s lending policies and statutory lending limits, and directors with a personal interest in any loan application are excluded from the consideration of such loan application. As of December 31, 2005, an aggregate of $3,493,549 in principal amount of loans (secured by Florida Choice common stock) had been made by First American Bank to certain officers and directors of Florida Choice and Florida Choice Bank and remained outstanding.

Federal Income Tax Consequences

Neither Alabama National nor Florida Choice has requested or will receive an advance ruling from the Internal Revenue Service as to the tax consequences of the Merger. Maynard, Cooper & Gale, P.C., counsel for Alabama National, has delivered an opinion to Alabama National and Florida Choice regarding the federal income tax consequences of the Merger. In rendering its opinion, Maynard, Cooper & Gale, P.C. made certain assumptions, including the following: (1) that the Merger will take place as described in the Merger Agreement, (2) that certain factual matters represented by Alabama National and Florida Choice are true and correct at the time of consummation of the Merger, (3) that the Merger will qualify as a statutory merger under the applicable laws of the State of Florida, and (4) that the Merger will be reported by Alabama National and Florida Choice on their respective federal income tax returns in a manner consistent with such opinion.

Based on these assumptions, in the opinion of Maynard, Cooper & Gale, P.C., the following will be the material federal income tax consequences of the Merger:

1. The Merger will constitute a reorganization within the meaning of Section 368(a) of the Internal Revenue Code.

2. No gain or loss will be recognized by Alabama National or Florida Choice in connection with the Merger (except for income and deferred gain recognized pursuant to Treasury Regulations issued under Section 1502 of the Internal Revenue Code);

3. No gain or loss will be recognized by Florida Choice on the distribution of Alabama National common stock to holders of Florida Choice common stock.

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4. The exchange of Florida Choice common stock for Alabama National common stock will not give rise to gain or loss to shareholders of Florida Choice common stock in the exchange (except to the extent of any cash received by such holders).

5. The aggregate basis of Alabama National common stock received by a Florida Choice shareholder in exchange for Florida Choice common stock will be the same as the aggregate basis of the Florida Choice common stock that was exchanged therefor, decreased by the amount of cash received (other than cash received in lieu of fractional shares), and increased by any gain recognized on the exchange.

In addition, Florida Choice shareholders who receive cash pursuant to the cash election or allocation procedures, in connection with the exercise of appraisal rights or instead of fractional shares should be aware of the following consequences:

Cash Election and Exercise of Appraisal Rights. With respect to a Florida Choice shareholder who receives only cash in exchange for his or her shares of Florida Choice common stock pursuant to a cash election or in connection with the exercise of appraisal rights under Florida law, the cash received will be treated as a distribution in redemption of the Florida Choice common stock held by such shareholder, subject to the deemed dividend provisions of Section 302 of the Internal Revenue Code. If the distribution is not recharacterized as a dividend pursuant to Section 302, the shareholder will recognize gain or loss measured by the difference between the amount of cash received and the adjusted basis of the Florida Choice common stock surrendered. Such gain or loss will be capital in nature if the Florida Choice common stock was held by the shareholder as a capital asset under Section 1221 of the Internal Revenue Code.

For Florida Choice shareholders who receive both cash and Alabama National common stock (other than cash received for fractional shares) in exchange for shares of Florida Choice common stock, the gain, if any, realized by such shareholder on receipt of the Alabama National common stock will be recognized, but not in an amount in excess of the cash received (other than fractional share payments). No loss will be recognized.

Cash Instead of Fractional Shares. The payment of cash to Florida Choice s shareholders instead of fractional shares of Alabama National common stock will be treated for federal income tax purposes as if the fractional shares of Alabama National stock were issued in the Merger and then were redeemed by Alabama National. Florida Choice s shareholders will, in general, recognize capital gain equal to the difference between the tax basis of the fractional share and the cash received.

The discussion set forth above is based upon the opinion of Maynard, Cooper & Gale, P.C., and applies only to Florida Choice s shareholders who hold Florida Choice common stock as a capital asset. This discussion may not apply to special situations, such as Florida Choice s shareholders, if any, who received their Florida Choice common stock upon exercise of employee stock options or otherwise as compensation and Florida Choice s shareholders that are insurance companies, securities dealers, financial institutions or foreign persons. It does not address the state, local or foreign tax aspects of the Merger or any tax consequences of a subsequent transaction involving Alabama National common stock, including any redemption or transfer of Alabama National common stock. This discussion is based on currently existing provisions of the Internal Revenue Code, existing and proposed treasury regulations thereunder, and current administrative rulings and court decisions. All of the foregoing are subject to change and any such change could affect the continuing validity of this discussion. Each Florida Choice shareholder should consult his own tax advisor with respect to the specific tax consequences of the Merger, including the application and effect of state, local and foreign tax laws.

Accounting Treatment

The Merger will be accounted for as a purchase by Alabama National of Florida Choice under accounting principles generally accepted in the United States. Under the purchase method of accounting, the assets and liabilities, including identifiable intangible assets, of the company not surviving a merger are, as of completion of

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the Merger, recorded at their respective fair values and added to those of the surviving company. To the extent the consideration paid exceeds the fair value of the net assets acquired, goodwill is recorded. Financial statements of the surviving company issued after consummation of the Merger reflect these values, but are not restated retroactively to reflect the historical financial position or results of operations of the company not surviving. Operations of Florida Choice will be reflected on the surviving company financial statements after the completion of the Merger.

Expenses and Fees

The Merger Agreement provides that each of the parties will bear and pay all costs and expenses incurred by it in connection with the transactions contemplated by the Merger Agreement, including filing, registration and application fees, printing and mailing fees and expenses, and fees and expenses of their respective accountants and counsel.

Stock Exchange Listing

Alabama National has agreed to use its commercially reasonable efforts to ensure that the Alabama National common stock to be issued in the Merger is designated as a NASDAQ national market system security.

Resales of Alabama National Common Stock

The shares of Alabama National common stock issued under the Merger Agreement will be freely transferable under the Securities Act, except for shares issued to any shareholder who may be deemed to be an affiliate (generally including, without limitation, directors, certain executive officers and beneficial owners of 10% or more of a class of the common stock) of Florida Choice for purposes of Rule 145 under the Securities Act as of the date of the Florida Choice Special Meeting. Affiliates may not sell their shares of Alabama National common stock acquired in connection with the Merger except pursuant to an effective registration statement under the Securities Act covering such shares or in compliance with Rule 145 promulgated under the Securities Act or another applicable exemption from the registration requirements of the Securities Act. Alabama National may place restrictive legends on certificates representing Alabama National common stock issued to all persons who are deemed affiliates of Florida Choice under Rule 145. This proxy statement-prospectus does not cover resales of Alabama National common stock received by any person who may be deemed to be an affiliate of Florida Choice.

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DESCRIPTION OF ALABAMA NATIONAL CAPITAL STOCK

General

The authorized capital stock of Alabama National currently consists of 50,000,000 shares of Alabama National common stock, par value $1.00 per share, and 100,000 shares of preferred stock, par value $1.00 per share (the Alabama National Preferred Stock). The following is a summary description of Alabama National s capital stock.

Common Stock

Holders of shares of Alabama National common stock are entitled to receive such dividends as may from time to time be declared by the Alabama National board out of funds legally available therefor. Holders of Alabama National common stock are entitled to one vote per share on all matters on which the holders of Alabama National common stock are entitled to vote and do not have cumulative voting rights. Holders of Alabama National common stock have no preemptive, conversion, redemption or sinking fund rights. In the event of a liquidation, dissolution or winding-up of Alabama National, holders of Alabama National common stock are entitled to share equally and ratably in the assets of Alabama National, if any, remaining after the payment of all debts and liabilities of Alabama National and the liquidation preference of any outstanding Alabama National Preferred Stock. The outstanding shares of Alabama National common stock are, and the shares of Alabama National common stock offered by Alabama National hereby when issued, will be fully paid and nonassessable. The rights, preferences and privileges of holders of Alabama National common stock are subject to any class or series of Alabama National Preferred Stock that Alabama National may issue in the future.

Preferred Stock

The Alabama National Certificate of Incorporation provides that the Alabama National board of directors is authorized without further action by the holders of the Alabama National common stock to provide for the issuance of shares of Alabama National Preferred Stock. Such preferred stock may be issued in one or more classes or series. The Alabama National board of directors has the authority to fix the designations, powers, preferences and relative participating options and other rights, qualifications, limitations and restrictions thereof, including the dividend rate, conversion rights, voting rights, redemption price and liquidation preference, and to fix the number of shares to be included in any such class or series. Any share of Alabama National Preferred Stock so issued may rank senior to the Alabama National common stock with respect to the payment of dividends or amounts upon liquidation, dissolution, or winding-up, or both. In addition, any such shares of Alabama National Preferred Stock may have class or series voting rights. Upon completion of this Merger, Alabama National will not have any shares of Alabama National Preferred Stock outstanding. Issuances of Alabama National Preferred Stock, while providing Alabama National with flexibility in connection with general corporate purposes, may, among other things, have an adverse effect on the rights of holders of Alabama National common stock, and in certain circumstances such issuances could have the effect of decreasing the market price of the Alabama National common stock. The Alabama National board of directors, without shareholder approval, may issue Alabama National Preferred Stock with voting or conversion rights which could adversely affect the voting power of the holders of the Alabama National common stock. Alabama National has no present plan to issue any shares of Alabama National Preferred Stock.

Certain Anti-Takeover Effects

The provisions of the Alabama National Certificate of Incorporation, the Alabama National Bylaws and the Delaware General Corporation Law (DCGL) summarized in the following paragraphs may be deemed to have anti-takeover effects and may delay, defer or prevent a tender offer or takeover attempt that a shareholder might consider to be in such shareholder s best interest, including those attempts that might result in a premium over the market price for the shares held by shareholders and may make removal of management more difficult.

Authorized but Unissued Stock

The authorized but unissued shares of Alabama National common stock and Alabama National Preferred Stock will be available for future issuance without shareholder approval. These additional shares may be utilized

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for a variety of corporate purposes including future public offerings to raise additional capital, corporate acquisitions and employee benefit plans. The existence of authorized but unissued and unreserved Alabama National common stock and Alabama National Preferred Stock may enable the board of directors to issue shares to persons friendly to current management which could render more difficult or discourage any attempt to obtain control of Alabama National by means of a proxy contest, tender offer, merger or otherwise, and thereby protect the continuity of Alabama National s management.

Limitations on Shareholder Action by Written Consent and Limitations on Calling Shareholder Meetings

The Alabama National Certificate of Incorporation and Alabama National Bylaws prohibit shareholder action by written consent in lieu of a meeting and provide that shareholder action can be taken only at an annual or special meeting of shareholders. The Alabama National Bylaws provide that subject to the rights of holders of any series of Alabama National Preferred Stock to elect additional directors under specified circumstances, special meetings of shareholders can be called only by the Alabama National board of directors or the Chairman of the Alabama National board. Shareholders will not be permitted to call a special meeting of shareholders. Such provision may have the effect of delaying consideration of a shareholder proposal until the next special meeting unless a special meeting is called by the Alabama National board of directors or the Chairman of the Alabama National board.

Section 203 of the Delaware Corporation Law

Subject to certain exclusions summarized below, Section 203 of the DGCL (Section 203) prohibits any Interested Shareholder from engaging in a Business Combination with a Delaware corporation for three years following the date such person became an Interested Shareholder. Interested Shareholder generally includes: (a)(i) any person who is the beneficial owner of 15% or more of the outstanding voting stock of the corporation or (ii) any person who is an affiliate or associate of the corporation and who was the beneficial owner of 15% or more of the outstanding voting stock of the corporation at any time within three years before the date on which such person s status as an Interested Shareholder is determined; and (b) the affiliates and associates of such person. Subject to certain exceptions, a Business Combination includes (i) any merger or consolidation of the corporation or a majority-owned subsidiary of the corporation; (ii) the sale, lease, exchange, mortgage, pledge, transfer or other disposition of assets of the corporation or a majority-owned subsidiary of the corporation having an aggregate market value equal to 10% of more of either the aggregate market value of all assets of the corporation determined on a consolidated basis or the aggregate market value of all the outstanding stock of the corporation; (iii) any transaction that results in the issuance or transfer by the corporation or a majority-owned subsidiary of the corporation of any stock of the corporation or the subsidiary to the Interested shareholder except pursuant to a transaction that effects a pro rata distribution to all shareholders of the corporation; (iv) any transaction involving the corporation or a majority-owned subsidiary of the corporation that has the effect of increasing the proportionate share of the stock of any class or series or securities convertible into the stock of any class or series of the corporation or the subsidiary that is owned by the Interested Shareholder; and (v) any receipt by the Interested Shareholder of the benefit (except proportionately as a shareholder) of any loans, advances, guarantees, pledges or other financial benefits provided by or through the corporation or a majority-owned subsidiary of the corporation.

Section 203 does not apply to a Business Combination if (i) before a person became an Interested Shareholder, the board of directors of the corporation approved either the transaction in which the Interested Shareholder became an Interested Shareholder or the Business Combination; (ii) upon consummation of the transaction that resulted in the person becoming an Interested Shareholder, the Interested Shareholder owned at least 85% of the voting stock of the corporation outstanding at the time the transaction commenced (other than certain excluded shares); or (iii) following a transaction in which the person became an Interested Shareholder the Business Combination is (a) approved by the board of directors of the corporation and (b) authorized at a regular or special meeting of shareholders (and not by written consent) by the affirmative vote of the holders of at least two-thirds of the outstanding voting stock of the corporation not owned by the Interested Shareholder.

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SUPERVISION AND REGULATION OF ALABAMA NATIONAL

AND FLORIDA CHOICE

Alabama National, its subsidiary banks, Florida Choice and Florida Choice Bank are subject to state and federal banking laws and regulations which impose specific requirements and restrictions on, and provide for general regulatory oversight with respect to, virtually all aspects of operations. These laws and regulations are generally intended to protect depositors, not shareholders. To the extent that the following summary describes statutory or regulatory provisions, it is qualified in its entirety by reference to the particular statutory and regulatory provisions. Any change in applicable laws or regulations may have a material effect on the business and prospects of Alabama National and/or Florida Choice.

Beginning with the enactment of the Financial Institutions Reform, Recovery and Enforcement Act of 1989 (FIRREA) and following in 1991 with the Federal Deposit Insurance Corporation Act (FDICIA), numerous additional regulatory requirements have been placed on the banking industry, and additional changes have been proposed. The operations of Alabama National and Florida Choice may be affected by legislative changes and the policies of various regulatory authorities. Alabama National and Florida Choice are unable to predict the nature or the extent of the effect on its business and earnings that fiscal or monetary policies, economic control, or new federal or state legislation may have in the future.

As bank holding companies, Alabama National and Florida Choice are subject to the regulation and supervision of the Federal Reserve. Alabama National s subsidiary banks and Florida Choice Bank (collectively, the Banks) are subject to supervision and regulation by applicable state and federal banking agencies, including the Federal Reserve, the Office of the Comptroller of the Currency (the OCC), the Federal Deposit Insurance Corporation (the FDIC) and, in the case of Florida Choice and Florida Choice Bank, the Florida Office of Financial Regulation (the Department). These Banks are also subject to various requirements and restrictions under federal and state law, including requirements to maintain allowances against deposits, restrictions on the types and amounts of loans that may be granted and the interest that may be charged thereon, and limitations on the types of investments that may be made and the types of services that may be offered. Various consumer laws and regulations also affect the operations of the Banks. In addition to the impact of regulation, commercial banks are affected significantly by the actions of the Federal Reserve as it attempts to control the money supply and credit availability in order to influence the economy.

Under the Riegle-Neal Interstate Banking and Branching Efficiency Act of 1994, bank holding companies from any state may acquire banks located in any other state, subject to certain conditions, including concentration limits. A bank may establish branches across state lines by merging with a bank in another state (unless applicable state law prohibits such interstate mergers), provided certain conditions are met. A bank may also establish a de novo branch in a state in which the bank does not maintain a branch if that state expressly permits such interstate de novo branching and certain other conditions are met.

There are a number of obligations and restrictions imposed on bank holding companies and their depository institution subsidiaries by federal law and regulatory policy that are designed to reduce potential loss exposure to the depositors of such depository institutions and to the FDIC insurance fund in the event the depository institution becomes in danger of default or is in default. For example, under a policy of the Federal Reserve with respect to bank holding company operations, a bank holding company is required to serve as a source of financial strength to its subsidiary depository institutions and commit resources to support such institutions in circumstances where it might not do so absent such policy. In addition, the cross-guarantee provisions of federal law require insured depository institutions under common control to reimburse the FDIC for any loss suffered or reasonably anticipated as a result of the default of a commonly controlled insured depository institution or for any assistance provided by the FDIC to a commonly controlled insured depository institution in danger of default.

The federal banking agencies have broad powers under current federal law to take prompt corrective action to resolve problems of insured depository institutions. The extent of these powers depends upon whether the

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institutions in question are well capitalized, adequately capitalized, undercapitalized, significantly undercapitalized or critically undercapitaliz as such terms are defined under regulations issued by each of the federal banking agencies. In general, the agencies measure capital adequacy within a framework that makes capital requirements sensitive to the risk profiles of individual banking companies. The guidelines define capital as either Tier 1 (primarily common shareholders equity) or Tier 2 (certain debt instruments and a portion of the allowance for loan losses). Alabama National, its subsidiary banks and Florida Choice and Florida Choice Bank are subject to a minimum Tier 1 capital ratio (Tier 1 capital to risk-weighted assets) of 4%, a total capital ratio (Tier 1 plus Tier 2 to risk-weighted assets) of 8% and a Tier 1 leverage ratio (Tier 1 to average quarterly assets) of 3%. To be considered a well capitalized institution, the Tier 1 capital ratio, the total capital ratio, and the Tier 1 leverage ratio must equal or exceed 6%, 10% and 5%, respectively.

The Federal Reserve has adopted rules to incorporate market and interest rate risk components into its risk-based capital standards. Under these market risk requirements, capital is allocated to support the amount of market risk related to a financial institution s ongoing trading activities.

The Banks are subject to Regulation W, which comprehensively implemented statutory restrictions on transactions between a bank and its affiliates. Regulation W combines the Federal Reserve s interpretations and exemptions relating to Section 23A and 23B of the Federal Reserve Act. Regulation W and Section 23A of the Federal Reserve Act place limits on the amount of loans or extensions of credit to, investments in or certain other transactions with affiliates, and on the amount of advances to third parties collateralized by the securities or obligations of affiliates. In general, following the Merger, the Banks affiliates will be Alabama National and Alabama National s non-bank subsidiaries.

Regulation W and Section 23B of the Federal Reserve Act prohibit, among other things, a bank from engaging in certain transactions with affiliates unless the transactions are on terms substantially the same, or at least as favorable to the bank, as those prevailing at the time for comparable transactions with non-affiliated companies.

The Banks are also subject to certain restrictions on extensions of credit to executive officers, directors, certain principal shareholders and their related interests. Such extensions of credit (i) must be made on substantially the same terms, including interest rates and collateral, as those prevailing at the time for comparable transactions with third parties and (ii) must not involve more than the normal risk of repayment or present other unfavorable features.

The Community Reinvestment Act (CRA) requires that, in connection with examinations of financial institutions within their respective jurisdictions, the Federal Reserve, the FDIC or the OCC shall evaluate the record of the financial institutions in meeting the credit needs of their local communities, including low and moderate income neighborhoods, consistent with the safe and sound operation of those institutions. The CRA does not establish specific lending requirements or programs for financial institutions nor does it limit an institution s discretion to develop the types of products and services that it believes are best suited to its particular community, consistent with the CRA. These factors are considered in evaluating mergers, acquisitions and applications to open a branch or facility. The CRA also requires all institutions to make public disclosure of their CRA ratings. Each of the Banks received at least a satisfactory rating in its most recent evaluation.

There are various legal and regulatory limits on the extent to which banks may pay dividends or otherwise supply funds to their holding companies. In addition, federal and state regulatory agencies also have the authority to prevent a bank or bank holding company from paying a dividend or engaging in any other activity that, in the opinion of the agency, would constitute an unsafe or unsound practice.

FDIC regulations require that management report on its responsibility for preparing its institution s financial statements and for establishing and maintaining an internal control structure and procedures for financial reporting and compliance with designated laws and regulations concerning safety and soundness.

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The FDIC currently uses a risk-based assessment system for insured depository institutions that takes into account the risks attributable to different categories and concentrations of assets and liabilities. The FDIC recently has proposed changes to its assessment system that are designed to require premium payments by a greater number of banks and other FDIC-insured depository institutions and that also would provide rebates to some institutions. If any of these changes were to take effect, the assessment obligations of the Banks could change.

The Gramm-Leach-Bliley Act, which became effective in 2000, permits bank holding companies to become financial holding companies and thereby affiliate with securities firms and insurance companies and engage in other activities that are financial in nature. A bank holding company may become a financial holding company by filing a declaration if each of its subsidiary banks is well capitalized under the FDICIA prompt corrective action provisions, is well managed, and has at least a satisfactory rating under the CRA. No regulatory approval will be required for a financial holding company to acquire a company, other than a bank or savings association, engaged in activities that are financial in nature or incidental to activities that are financial in nature, as determined by the Federal Reserve. At this time, Alabama National has not registered to become a financial holding company.

The Gramm-Leach-Bliley Act broadly defines financial in nature to include securities underwriting, dealing and market making; sponsoring mutual funds and investment companies; insurance underwriting and agency; merchant banking; and activities that the Federal Reserve has determined to be closely related to banking. The Act also permits the Federal Reserve, in consultation with the Department of Treasury, to determine that other activities are financial in nature and therefore permissible for financial holding companies. A national bank also may engage, subject to limitations on investment, in activities that are financial in nature (other than insurance underwriting, insurance company portfolio investment, merchant banking, real estate development and real estate investment) through a financial subsidiary of the bank, if the bank is well capitalized, well managed and has at least a satisfactory CRA rating. Subsidiary banks of a financial holding company or national banks with financial subsidiaries must continue to be well capitalized and well managed in order to continue to engage in activities that are financial in nature without regulatory actions or restrictions, which could include divestiture of the financial subsidiary or subsidiaries. In addition, a financial holding company or a bank may not acquire a company that is engaged in activities that are financial in nature unless each of the subsidiary banks of the financial holding company or the bank at issue has a CRA rating of satisfactory or better. Bank holding companies that have not become financial holding companies are prohibited from engaging in activities other than banking or managing or controlling banks or other permissible subsidiaries and from acquiring or retaining direct or indirect control of any company engaged in any activities other than those activities determined by the Federal Reserve to be so closely related to banking or managing or controlling banks as to be a proper incident thereto.

The Act preserves the role of the Federal Reserve as the umbrella supervisor for holding companies while at the same time incorporating a system of functional regulation designed to take advantage of the strengths of the various federal and state regulators. In particular, the Act replaces the broad exemption from Securities and Exchange Commission regulation that banks previously enjoyed with more limited exemptions, and it reaffirms that states are the regulators for the insurance activities of all persons, including federally-chartered banks.

The Gramm-Leach-Bliley Act also establishes a minimum federal standard of financial privacy. In general, the applicable regulations issued by the various federal regulatory agencies prohibit affected financial institutions (including banks, insurance agencies and broker/dealers) from sharing information about their customers with non-affiliated third parties unless (1) the financial institution has first provided a privacy notice to the customer; (2) the financial institution has given the customer an opportunity to opt out of the disclosure; and (3) the customer has not opted out after being given a reasonable opportunity to do so.

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On October 26, 2001, the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001 (USA Patriot Act) was signed into law. The USA Patriot Act broadened the application of anti-money laundering regulations to apply to additional types of financial institutions, such as broker-dealers, and strengthened the ability of the U.S. government to detect and prosecute international money laundering and the financing of terrorism. The principal provisions of Title III of the USA Patriot Act require that regulated financial institutions, including state member banks: (i) establish an anti-money laundering program that includes training and audit components; (ii) comply with regulations regarding the verification of the identity of any person seeking to open an account; (iii) take additional required precautions with non-U.S. owned accounts; and (iv) perform certain verification and certification of money laundering risk for their foreign correspondent banking relationships. The USA Patriot Act also expanded the conditions under which funds in a U.S. interbank account may be subject to forfeiture and increased the penalties for violation of anti-money laundering regulations. Failure of a financial institution to comply with the USA Patriot Act s requirements could have serious legal and reputational consequences for the institution.

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EFFECT OF MERGER ON RIGHTS OF SHAREHOLDERS

As a result of the Merger, Florida Choice shareholders that do not elect to receive cash consideration for their shares of Florida Choice common stock (or who elect cash consideration where the limitation on the total cash consideration payable in the Merger is exceeded) will become shareholders of Alabama National. Florida Choice is a Florida corporation governed by the Florida Business Corporation Act (FBCA), and Florida Choice s Articles of Incorporation (Articles) and Bylaws. Alabama National, on the other hand, is a Delaware corporation governed by the Delaware General Corporation Law (DGCL), and Alabama National s Certificate of Incorporation and Bylaws. Certain significant differences exist between the rights of Florida Choice shareholders and those of Alabama National shareholders. The differences deemed material by Florida Choice and Alabama National are summarized below.

The following discussion is necessarily general, and it is not intended to be a complete statement of all differences affecting the rights of shareholders under the laws of the FBCA and the DGCL, or the rights of such persons under Alabama National s Certificate of Incorporation and Bylaws and Florida Choice s Articles of Incorporation and Bylaws. Nor is the identification of certain specific differences meant to indicate that other differences do not exist. The following summary is qualified in its entirety by reference to the FBCA and the DGCL, as well as to Alabama National s Certificate of Incorporation and Bylaws and Florida Choice s Articles of Incorporation and Bylaws.

Shareholder Meetings

Special Meetings. Under Florida Choice s Bylaws, a special meeting of shareholders may be called upon the request of the Chairman of the Board of Directors, the Chief Executive Officer or the Board of Directors, or at the request of any one or more shareholders owning, in the aggregate, not less than fifty percent (50%) of the common stock of Florida Choice.

Under the DGCL, shareholders of Delaware corporations do not have a right to call special meetings unless such right is conferred upon the shareholders in the corporation s certificate of incorporation or bylaws. Alabama National s Certificate of Incorporation does not confer to its shareholders the right to call a special shareholders meeting.

Notice of Meetings. Under Delaware and Florida law, shareholders generally must be provided written notice of a shareholders meeting not less than ten (10) days nor more than sixty (60) days prior to a meeting. However, under Delaware law, in the case of a shareholder meeting called to vote on a merger, consolidation or sale of substantially all of the assets of the corporation, shareholders must be given written notice of not less than twenty (20) days before the meeting.

The Bylaws of Alabama National provide for shareholder notice consistent with Delaware law, and Florida Choice s Bylaws provide for shareholder notice consistent with Florida law.

Written Consents of Shareholders

Under the FBCA and the DGCL, the shareholders may take action without a meeting if a consent in writing to such action is signed by the shareholders having the minimum number of votes that would be necessary to take such action at a meeting, unless prohibited in the articles or certificate of incorporation. Florida Choice s Articles and Bylaws do not prohibit such action by written consent. On the other hand, Alabama National s Certificate of Incorporation specifically limits shareholder action to annual or special meetings and denies shareholder action by written consent in lieu of a meeting.

Election of Directors

Florida Choice. Under the Bylaws of Florida Choice, the board of directors are elected at each annual meeting of shareholders and serve until the next annual meeting or until their successors have been elected and

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qualified. Florida Choice s Articles do not provide for cumulative voting for directors. When any vacancy occurs among the directors, a majority of the remaining members of the Board may appoint a director to fill such vacancy until the next election of directors.

Alabama National. Under Alabama National s Certificate of Incorporation, all directors are elected annually for a one-year term. Under the DGCL, the directors of a corporation shall be elected by a plurality of the votes cast by the holders of shares entitled to vote in the election of directors at a meeting of shareholders at which a quorum is present, unless the articles or certificate of incorporation provides for cumulative voting. Alabama National s Certificate of Incorporation does not provide for cumulative voting. When any vacancy occurs among the directors, a majority of the remaining members of the Board may appoint a director to fill such vacancy until the next election of directors.

Removal of Directors

Florida Choice. Florida Choice s Bylaws provide that a director may be removed by the shareholders with or without cause. Under the FBCA, once a director has been elected, he or she may be removed by the shareholders if the number of votes cast to remove him or her is greater than the number of votes cast not to remove him or her.

Alabama National. Under the DGCL, a majority of the shares entitled to vote may affect a removal of a director with or without cause. The Alabama National Certificate of Incorporation does not contain any supermajority requirements for the removal of directors.

Shareholder Approval of Business Combinations

Florida Choice. The FBCA provides that certain mergers, consolidations, and sales of substantially all of the assets of a Florida corporation must be approved by a majority of the outstanding shares of the corporation entitled to vote thereon.

Alabama National. The DGCL permits a merger to become effective without the approval of the surviving corporation s shareholders provided certain requirements are met. Under the DGCL, if the articles of incorporation of the surviving corporation do not change following the merger, the amount of the surviving corporation s common stock to be issued or delivered under the plan of merger does not exceed 20% of the total shares of outstanding voting stock immediately prior to the acquisition, and the board of directors of the surviving corporation adopts a resolution approving the plan of merger, no shareholder approval is required.

Where shareholder approval is required under the DGCL a merger can generally be approved by a majority vote of the outstanding shares of capital stock of each class entitled to vote thereon, unless the certificate or articles of incorporation require a greater vote. If the proposed merger or other business combination were to involve an interested person or affiliated transaction, however, the DGCL imposes supermajority approval requirements with certain qualifications. The Alabama National Certificate of Incorporation does not contain any supermajority requirements. See also Antitakeover Laws.

Under the DGCL, a corporation may sell, lease, exchange or otherwise dispose of all, or substantially all, of its property and assets, otherwise than in the usual and regular course of its business, only with the approval of the holders of a majority of the outstanding shares of the

corporation entitled to vote thereon, unless the certificate or bylaws require a greater vote. Alabama National s Certificate of Incorporation and Bylaws do not require a greater vote.

Amendments to the Articles or Certificate of Incorporation and Bylaws

Florida Choice. The FBCA requires amendments to the articles of incorporation to be approved by the shareholders of the corporation upon recommendation of the corporation s board of directors. Unless the FBCA,

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the articles of incorporation, or the board of directors requires a greater vote or voting by groups, amendments to the articles of incorporation must be approved by a majority of the votes cast, a quorum being present.

Florida Choice s Bylaws provide that they may be amended by the board of directors.

Alabama National. Unless the certificate of incorporation provides otherwise, Delaware law requires only the affirmative vote of a majority of all outstanding voting shares to effect certain amendments to the certificate of incorporation. Delaware law requires the shares of a class to vote separately on amendments in certain circumstances. Alabama National currently has no separate classes of stock.

The DGCL states that only the shareholders are entitled to amend the bylaws of a corporation unless the corporation s certificate of incorporation also specifically grants such authority to the board of directors. Alabama National s Certificate of Incorporation permits the Board of Directors, as well as the shareholders, to amend Alabama National s Bylaws.

Appraisal Rights

Florida Choice. Under Florida law, holders of record of Florida Choice s common stock are entitled to appraisal rights. For a description of appraisal rights under Florida law, see APPROVAL OF THE MERGER AGREEMENT Appraisal Rights.

Alabama National. Under the DGCL, a shareholder has the right, in connection with certain mergers or consolidations, to dissent from certain corporate transactions and receive the fair market value of his shares in cash in lieu of the consideration he otherwise would receive in the transaction. In order for a dissenting shareholder to assert his dissenters right, he must timely file a petition for appraisal with the Delaware Court of Chancery which will appraise the shares (excluding any appreciation or depreciation in the share price which occurs as a consequence of or in expectation of the transaction). In addition, a Delaware corporation can provide in its certificate of incorporation that appraisal rights are available to shareholders in certain other situations in which such rights are not otherwise available under Delaware law. No such provision is included in Alabama National s Certificate of Incorporation.

Under the DGCL, unless the certificate of incorporation provides otherwise, appraisal rights are not available to shareholders of a corporation if the shares are listed on a national securities exchange or quoted on the Nasdaq Stock Market or held of record by more than 2,000 shareholders and shareholders are permitted by the terms of the merger or consolidation to accept in exchange for their shares:

(1) shares of stock of the surviving or resulting corporation,

(2) shares of stock of another corporation which is listed on a national securities exchange, quoted on the Nasdaq Stock Market or held of record by more than 2,000 shareholders,

(3) cash in lieu of fractional shares described in (1) and (2) above, or

(4) any combination of the consideration described in (1) through (3) above.

In addition, appraisal rights are not available to shareholders of a Delaware corporation in a merger if the corporation is the surviving corporation and no vote of its shareholders is required. Alabama National s Certificate of Incorporation does not contain any provision regarding shareholder appraisal rights.

Dividends

Florida Choice. Florida law provides that dividends may be declared and paid only if, after giving it effect, the company is able to pay its debts as they become due in the usual course of business, and its total assets would

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be greater than the sum of its total liabilities plus the amount that would be needed if the company were to be dissolved at the time of the dividend to satisfy the preferential rights upon dissolution of shareholders whose preferential rights are superior to those receiving the dividend.

Alabama National. Under Delaware law, a corporation can pay dividends to the extent of its surplus, and if no surplus is available, dividends can be paid to the extent of its net profits for the current and/or preceding fiscal year. Dividends cannot be declared, however, if the corporation s capital has been diminished to an amount less than the aggregate amount of all capital represented by the issued and outstanding stock of all classes having a preference upon the distribution of assets. Substantially all of the funds available for the payment of dividends by Alabama National are derived from its subsidiary banks, and there are various statutory limitations on the ability of such banks to pay dividends to Alabama National. See RISK FACTORS Restrictions on Dividends and WHERE YOU CAN FIND MORE INFORMATION.

Preferred Stock

Florida Choice. Florida law provides that, if authorized by the articles of incorporation, a corporation s board of directors may issue preferred stock with certain rights and privileges. Florida Choice s Articles authorize it to issue up to 1,000,000 shares of preferred stock, which would have such designations and powers, preferences and rights and qualifications, limitations or restrictions as are determined by resolution adopted by the Board of Directors. No shares of preferred stock are outstanding.

Alabama National. Alabama National s Certificate of Incorporation has authorized the issuance of 100,000 shares of preferred stock of which the designations and powers, preferences and rights and qualifications, limitations or restrictions thereof, are undetermined until fixed by resolution of the Board of Directors. The purpose of such preferred stock is to provide the Board of Directors with the financial flexibility to raise additional capital through the issuance of senior securities and to provide the Board of Directors with the ability to respond to hostile takeover bids. By leaving the characteristics of the preferred stock undetermined until resolved by the Board of Directors, the Board of Directors is able to issue customized preferred stock to individuals or corporations in negotiated transactions at any time in the future without a vote of the shareholders. Such preferred stock also allows the Board of Directors to react quickly, in the case of a hostile bid, by issuing preferred stock with characteristics unfavorable to the hostile bidder in order to make such an acquisition less economical.

Preemptive Rights

Florida Choice. Holders of Florida Choice common stock have no preemptive rights to subscribe for additional shares that may be issued from time to time by Florida Choice.

Alabama National. Under Delaware law, shareholders of a corporation are denied preemptive rights unless such rights are expressly granted to shareholders in the certificate of incorporation. The Certificate of Incorporation of Alabama National does not provide for preemptive rights.

Limitation of Liability of Directors

Florida Choice. Florida law protects all directors from liability to the corporation or shareholders for monetary damages for any statement, vote, decision or failure to act, regardless of whether or not a provision to that effect is included in the corporation s articles of incorporation. The Florida law protection does not apply if the director breached or failed to perform his or her duties as a director, and the breach or failure constitutes a violation of the criminal law, a transaction from which the director derived an improper personal benefit, where the director s actions constituted a conscience disregard for the best interests of the corporation, or an act committed in bad faith.

Alabama National. Subject to certain exceptions, Delaware law permits the certificate of incorporation or bylaws to include a provision that eliminates a director s liability to shareholders for monetary damages for any

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breach of fiduciary duty as a director. The certificate of incorporation or bylaws, however, cannot eliminate the liability of a director for breach of the director s duty of loyalty to the corporation or its shareholders; acts or omissions not in good faith or which involve intentional misconduct or a knowing violation of law; unlawful payment of dividends or unlawful stock purchase or redemption; or any transactions from which the director derived an improper personal benefit. The Restated Certificate of Incorporation of Alabama National includes a provision restricting such director liability to the extent permitted by the DGCL.

Indemnification of Directors

Under Delaware and Florida law, a corporation can indemnify its directors if a director acted in good faith and in a manner reasonably believed to be in, or not opposed to, the best interests of the corporation. Furthermore, Delaware and Florida law each allows for a corporation to indemnify its directors with respect to any criminal action or proceeding when the director had no reasonable cause to believe his conduct was unlawful. Indemnification is not allowed under either Delaware or Florida law if a director has been adjudged liable to the corporation.

Alabama National s Bylaws authorizes the indemnification of its directors to the fullest extent permitted by law. Similarly, Florida Choice s Bylaws authorize indemnification of its directors to the fullest extent permitted under Florida law.

Antitakeover Laws

Affiliated Transactions and Certain Business Combinations. The DGCL prohibits a corporation from entering into certain business combinations between the corporation and an interested shareholder (generally defined as any person who is the beneficial owner of more than 15% of the outstanding voting shares of the corporation), unless the corporation s Board of Directors has previously approved either (a) the business combination in question or (b) the stock acquisition by which such interested shareholder s beneficial ownership interest reached 15%. The prohibition lasts for three years from the date the interested shareholder s beneficial ownership reached 15%. Notwithstanding the preceding, the DGCL allows a corporation to enter into a business combination with an interested shareholder if: (a) the business combination is approved by the corporation s Board of Directors and is authorized by an affirmative vote of at least two-thirds of the outstanding voting stock of the corporation which is not owned by the interested shareholder, or (b) such interested shareholder owned at least 85% of the outstanding voting stock of the corporation at the time the transaction commenced. The statute also provides that the restrictions contained therein shall not apply to any corporation whose certificate of incorporation contains a provision expressly electing not to be governed thereby. Alabama National s Certificate of Incorporation does not contain such a provision. The FBCA contains a law similar to the DGCL regarding affiliated transactions and business combinations, and Florida Choice s Articles do not provide that such law does not apply to Florida Choice.

Control Share Regulation. The FBCA restricts the voting rights of a person who acquires control shares in an issuing public corporation. Delaware does not have a similar control share statute.

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CERTAIN INFORMATION CONCERNING ALABAMA NATIONAL

General

Alabama National is a registered bank holding company subject to supervision and regulation by the Federal Reserve and is a corporation organized under the laws of the State of Delaware. Its main office is located at 1927 First Avenue North, Birmingham, Alabama 35203 (Telephone Number: 205/583-3600).

As a bank holding company, Alabama National is currently the corporate parent of 10 banks, which operate in Alabama, Florida and Georgia. The largest subsidiary for the holding company is Birmingham-based First American Bank (FAB). Other Alabama subsidiaries include: Bank of Dadeville; and Alabama Exchange Bank in Tuskegee. Florida subsidiaries are: First Gulf Bank, N.A. in Escambia County, Florida and Baldwin County, Alabama; Community Bank of Naples, N.A.; Millennium Bank in Gainesville; Public Bank in metropolitan Orlando; CypressCoquina Bank in Ormond Beach; and Indian River National Bank in Vero Beach. Alabama National has one subsidiary in Georgia, Georgia State Bank in metropolitan Atlanta. Alabama National provides full banking services to individuals and businesses. Brokerage services are provided to customers through FAB s wholly-owned subsidiary, NBC Securities, Inc. Insurance services are provided through ANB Insurance Services, Inc., a wholly owned subsidiary of FAB.

At September 30, 2005, Alabama National had total assets of approximately $5.89 billion, total deposits of approximately $4.27 billion, total net loans of approximately $4.06 billion and total shareholders equity of approximately $562.4 million. Additional information about Alabama National is included in documents incorporated by reference in this proxy statement-prospectus. See SUMMARY Alabama National Selected Consolidated Financial Data and WHERE YOU CAN FIND MORE INFORMATION.

Recent Developments

On January 24, 2006, Alabama National issued a press release reporting its earnings (unaudited) and certain other financial information (unaudited) for the fourth quarter and year ended December 31, 2005. For the 2005 fourth quarter, Alabama National reported earnings of $17.9 million and diluted earnings per share of $1.02. This compares with earnings of $15.4 million and diluted earnings per share of $0.89 for the 2004 fourth quarter. For the year ended December 31, 2005, Alabama National reported earnings of $66.7 million and diluted earnings per share of $3.82. This compares with earnings of $54.6 million and diluted earnings per share of $3.39 for the year ended December 31, 2004. Total assets were $5.9 billion at December 31, 2005, compared with $5.3 billion at December 31, 2004.

Additional Information

Information relating to executive compensation, various benefit plans, voting securities and the principal holders of voting securities, relationships and related transactions and other related matters as to Alabama National is incorporated by reference or set forth in Alabama National s Annual Report on Form 10-K for the year ended December 31, 2004 which is incorporated into this document by reference. See WHERE YOU CAN FIND MORE INFORMATION on pages 69 and 70.

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CERTAIN INFORMATION CONCERNING FLORIDA CHOICE

General

Florida Choice was incorporated under the laws of the State of Florida in 2004 to be the holding company for Florida Choice Bank, and acquired all of the shares of Florida Choice Bank in January, 2005. Florida Choice Bank commenced operations in May, 1999, and currently operates out of its main office and five branch offices in Lake, Marion, Orange and Seminole Counties in Florida. Florida Choice Bank is a Florida state chartered bank whose deposits are insured under the Federal Deposit Insurance Act up to applicable limits. Florida Choice Bank is regulated and examined primarily by the Florida Office of Financial Regulation and by the FDIC.

At September 30, 2005, Florida Choice had consolidated assets of approximately $333.3 million, deposits of approximately $247.8 million and stockholder s equity of approximately $38.8 million. During the first nine months of 2005, Florida Choice had net income of approximately $2.0 million, or $0.94 per diluted share and $0.96 per basic share. At September 30, 2005, Florida Choice was a well capitalized institution under Section 38 of the Federal Deposit Insurance Act, and its Tier 1 and total capital ratios were 12.69% and 13.69%, respectively, and its leverage ratio was 12.51%.

Financial and other information relating to Florida Choice is set forth in Florida Choice s Annual Report on Form 10-KSB for the year ending December 31, 2004 and certain other documents filed by Florida Choice with the SEC. Copies of Florida Choice s 2004 Annual Report on Form 10-KSB, its Quarterly Report on Form 10-QSB for the quarter ended September 30, 2005, and its Proxy Statement related to the annual meeting of shareholders held on April 25, 2005 accompany this document at Appendices D, E and F, respectively. Additionally, certain other reports and documents are incorporated by reference in this proxy statement-prospectus. See WHERE YOU CAN FIND MORE INFORMATION on pages 69 and 70.

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Management

The Board of Directors of Florida Choice consists of ten individuals. These ten individuals and eighteen others serve on the Board of Directors of Florida Choice Bank. The directors serve until the next succeeding annual meeting of shareholders and until their successors are duly elected and qualified.

The following table sets forth certain information regarding each director of Florida Choice and Florida Choice Bank.

Name	Principal Occupation or Employment
W. Riley Allen (1)	Attorney
Dale E. Bartch (1)	A/C Wholesaler
Jeffrey D. Baumann, M.D. (2)	Opthamologist
W. Kelly Bowman, M.D. (2)	Physician
Derek C. Burke (2)	Professional Engineer
Jose L. Camacho (1)	Lender
Dominic Thomas Coletta (2)	Sr. Vice President and Commercial Lender of Florida Choice Bank
James A. Croson (1)	Contractor
Paresh G. Desai, M.D. (1)	Urologist
Tom L. Hofmeister (1)	Builder
David A. Hurley (1)	Business Executive
Stephen J. LaFreniere (1)	Real Estate Broker
C. Michael LaRoe (1)	Motorcycle Dealer
Kenneth E. LaRoe (2)	Chairman and Chief Executive Officer of Florida Choice Bankshares, Inc. and Florida Choice Bank
Eric S. Martell (1)	Realtor Estate Broker
Thomas P. Moran (2)	Attorney
Gordon G. Oldham, III (2)	Business Executive
Robert L. Porter (2)	Chief Financial Officer of Florida Choice Bankshares, Inc. and Chief Operating Officer of Florida Choice Bank
Braxton W. Price, M.D. (1)	Retired Physician
Robert L. Purdon, M.D. (2)	Radiation Oncologist
Thomas J. Sanders, M.D. (1)	Urologist
Wesley D. Scovanner (1)	Insurance Executive
John B. Smith (1)	Contractor
Jayson A. Stringfellow (1)	Investor
Randall E. Strode (1)	Biotechnology

Cynthia A. Strollo (1)	Architect
John R. Warren (2)	President of Florida Choice Bankshares, Inc. and Florida Choice Bank
Arnold Wurst (1)	Contractor

(1) The individual serves as a director of Florida Choice Bank.
(2) The individual serves as a director of Florida Choice and Florida Choice Bank.

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Information About Voting Securities and Principal Holders Thereof

Market Price and Dividends. Florida Choice common stock is not traded on any exchange and there is no established public trading market for Florida Choice common stock. As of September 30, 2005, there were approximately 789 record holders of Florida Choice common stock. Florida Choice has not paid a cash dividend to its shareholders. Florida Choice s ability to declare and pay dividends is subject to the restrictions of the Merger Agreement.

Security Ownership of Certain Beneficial Owners and Management. The following table sets forth, as of the Record Date (i) the names of each beneficial owner of more than 5% of Florida Choice common stock showing the amount and nature of such beneficial ownership, (ii) the names of each director and executive officer of Florida Choice and Florida Choice Bank and the number of shares of Florida Choice common stock owned beneficially by each of them, (iii) the number of shares of Florida Choice common stock owned beneficially by all directors and executive officers of Florida Choice as a group, and (iv) the number of shares of Florida Choice common stock owned beneficially by all directors and executive officers of Florida Choice and Florida Choice Bank as a group.

Name of Beneficial Owner	Number of Shares(1)	Percent of Class(1)
W. Riley Allen	19,625	0.76%
Dale E. Bartch	89,263	3.46
Jeffrey D. Baumann, M.D.	93,349	3.61
W. Kelly Bowman, M.D.	9,250	0.36
Derek C. Burke	36,250	1.41
Jose L. Camacho	45,625	1.77
Dominic Thomas Coletta	56,000	2.18
James A. Croson	88,246	3.42
Paresh G. Desai, M.D.	46,692	1.81
Tom L. Hofmeister	28,618	1.11
David A. Hurley	77,851	3.02
Stephen J. LaFreniere	42,500	1.65
C. Michael LaRoe	60,186	2.33
Kenneth E. LaRoe	117,319	4.50
Eric S. Martell	36,250	1.41
Thomas P. Moran	55,000	2.14
Gordon G. Oldham, III	87,060	3.38
Robert L. Porter	75,956	2.94
Braxton W. Price, M.D.	33,623	1.31
Robert L. Purdon, M.D.	91,095	3.53
Thomas J. Sanders, M.D.	29,229	1.14
Wesley D. Scovanner	24,500	0.95
John B. Smith	34,429	1.34
Jayson A. Stringfellow	56,332	2.19
Randall E. Strode	24,340	0.95
Cynthia A. Strollo	15,500	0.60
John R. Warren	56,000	2.18
Arnold Wurst	15,500	0.60
Stephen R. Jeuck	4,125	0.16
All directors and executive officers of Florida Choice as a group (10 persons)	809,091	29.99
All directors and executive officers of Florida Choice and Florida Choice Bank as a group (29 persons)	1,449,713	51.14

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(1) In accordance with Rule 13d-3 promulgated under the Securities Exchange Act of 1934, a person is deemed to be the beneficial owner of a security for purposes of the rule if he or she has common stock voting power or dispositive power with respect to such security or has the right to acquire such ownership within sixty days. As used herein, voting power is the power to vote or direct the voting of common stock, and dispositive power is the power to dispose or direct the disposition of common stock, irrespective of any economic interest therein.

The number of shares shown in the above table and the number of shares used in calculating the percentage ownership for a given individual or group includes the shares shown in the following table. The amounts shown in the following table represent shares the individual may acquire in connection with presently exercisable stock options.

Name of Beneficial Owner	Number of Shares
W. Riley Allen	4,000
Dale E. Bartch	15,710
Jeffrey D. Baumann, M.D.	18,107
W. Kelly Bowman, M.D.	3,000
Derek C. Burke	5,000
Jose L. Camacho	5,000
Dominic Thomas Coletta	6,000
James A. Croson	13,333
Paresh G. Desai, M.D.	10,442
Tom L. Hofmeister	7,093
David A. Hurley	12,851
Stephen J. LaFreniere	5,000
C. Michael LaRoe	12,718
Kenneth E. LaRoe	39,194
Eric S. Martell	5,000
Thomas P. Moran	5,000
Gordon G. Oldham, III	12,460
Robert L. Porter	20,456
Braxton W. Price, M.D.	6,748
Robert L. Purdon, M.D.	16,595
Thomas J. Sanders, M.D.	6,770
Wesley D. Scovanner	5,000
John B. Smith	4,910
Jayson A. Stringfellow	9,453
Randall E. Strode	6,610
Cynthia A. Strollo	3,000
John R. Warren	6,000
Arnold Wurst	3,000
Stephen R. Jeuck	1,000
All directors and executive officers of Florida Choice as a group (10 persons)	131,812
All directors and executive officers of Florida Choice and Florida Choice Bank as a group (29 persons)	269,450

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SHAREHOLDER PROPOSALS

If the Merger is completed, there will be no 2006 annual meeting of Florida Choice shareholders, and Florida Choice s shareholders that do not elect to receive cash consideration for their shares of Florida Choice common stock (or that elect cash consideration where the limitation on the total cash consideration payable in the Merger is exceeded) will become shareholders of Alabama National. Alabama National expects to hold its next annual meeting of shareholders after the Merger during May 2006. It is past the deadline for proposals of Alabama National shareholders to be considered for inclusion in Alabama National s proxy materials related to such meeting. The deadline for Alabama National shareholders to present a proposal other than by inclusion in Alabama National s proxy material is February 13, 2006.

If the Merger is not completed as intended or the Merger Agreement is terminated, Florida Choice will convene an annual meeting of shareholders in 2006. Florida Choice shareholder proposals intended to be presented at such meeting must have been received by Florida Choice at its principal executive offices not later than December 1, 2005, in order to be eligible for inclusion in Florida Choice s proxy solicitation materials relating to that meeting. A Florida Choice shareholder must notify Florida Choice before February 15, 2006 of a proposal for the 2006 Annual Meeting which the shareholder intends to present other than for inclusion in Florida Choice s proxy solicitation materials.

LEGAL MATTERS

The legality of the Alabama National common stock to be issued in the Merger will be passed upon by Maynard, Cooper & Gale, P.C., Birmingham, Alabama (Maynard, Cooper). As of December 9, 2005, attorneys in the law firm of Maynard, Cooper owned an aggregate of approximately 36,168 shares of Alabama National common stock.

Certain legal matters in connection with the Merger will be passed upon for Florida Choice by Smith Mackinnon, PA, Orlando, Florida. As of December 9, 2005, an attorney in the law firm of Smith Mackinnon, PA, owned an aggregate of 6,250 shares of Florida Choice common stock.

Maynard, Cooper has rendered an opinion with respect to the federal tax consequences of the Merger. See APPROVAL OF THE MERGER AGREEMENT Federal Income Tax Consequences.

EXPERTS

The consolidated financial statements incorporated in this proxy statement-prospectus by reference to the Annual Report on Form 10-K of Alabama National BanCorporation for the year ended December 31, 2004, have been so incorporated in reliance on the report of PricewaterhouseCoopers LLP, independent registered public accounting firm, given on the authority of said firm as experts in accounting and auditing.

The audited financial statements of Florida Choice Bankshares, Inc. for year ended December 31, 2004 included in this proxy-statement-prospectus have been so included in reliance upon the report of Hacker, Johnson & Smith, P.A., independent registered public accounting firm, and upon the authority of said firm as experts in accounting and auditing.

The audited financial statements of Florida Choice Bank for the year ended December 31, 2003 included in this proxy statement-prospectus have been so included in reliance upon the report of Osburn, Henning & Company, independent registered public accounting firm, given on the authority of said firm as experts in auditing and accounting.

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OTHER MATTERS

As of the date of this proxy statement-prospectus, Florida Choice s board does not know of any matters that will be presented for consideration at the special meeting other than as described in this proxy statement-prospectus. If any other matters properly come before the special meeting, or any adjournments or postponements of the meeting, and are voted upon, the enclosed proxies will be deemed to confer discretionary authority on the individuals that they name as proxies to vote the shares represented by these proxies as to any of these matters. The individuals named as proxies intend to vote or not to vote in accordance with the recommendation of the management of Florida Choice.

WHERE YOU CAN FIND MORE INFORMATION

Alabama National and Florida Choice file annual, quarterly and special reports, proxy statements and other information with the Securities and Exchange Commission (the SEC). You may read and copy any reports, statements or other information that either company files with the SEC at the SEC s public reference room at 450 Fifth Street, NW, Washington, D.C., 20549. Please call the SEC at 1-800-SEC-0330 for further information on the public reference room. These SEC filings are also available to the public from commercial document retrieval services and at the Internet worldwide web site maintained by the SEC at http://www.sec.gov. In addition, Alabama National common stock is traded on the Nasdaq Stock Market. Reports, proxy statements and other information should also be available for inspection at the offices of the National Association of Securities Dealers, Inc., 1735 K Street, N.W., Washington, D.C. 70006.

Alabama National filed a Registration Statement on Form S-4 (the Registration Statement) to register with the SEC the Alabama National common stock to be issued to Florida Choice s shareholders in the Merger. This proxy statement-prospectus is a part of that Registration Statement and constitutes a prospectus of Alabama National. As allowed by SEC rules, this proxy statement-prospectus does not contain all the information you can find in Alabama National s Registration Statement.

The SEC allows Alabama National and Florida Choice to incorporate by reference information into this proxy statement-prospectus, which means that these companies can disclose important information to you by referring you to another document filed separately with the SEC. The information incorporated by reference is considered part of this proxy statement-prospectus, except for any information superseded by information contained directly in this proxy statement-prospectus or in later filed documents incorporated by reference in this proxy statement-prospectus.

This proxy statement-prospectus includes and/or incorporates by reference the documents set forth below that Alabama National and Florida Choice have previously filed with the SEC. These documents contain important information about Alabama National and Florida Choice. Some of these filings have been amended by later filings, which are also listed.

Alabama National SEC Filings (File No. 0-25160)

1. Annual Report on Form 10-K for the year ended December 31, 2004.

2. Quarterly Reports on Form 10-Q for the periods ended March 31, 2005, June 30, 2005 and September 30, 2005.

3. The portions of Alabama National s proxy statement for the annual meeting of stockholders held on May 4, 2005 that have been incorporated by reference in the 2004 Alabama National Form 10-K.

4. Current Reports on Form 8-K filed on January 25, February 22, April 22, May 6, June 7, June 22, August 26, and October 27, 2005.

5. The description of Alabama National s common stock contained in Alabama National s Registration Statement on Form 8-A filed with the SEC on November 21, 1994, including any amendment or report filed with the SEC for the purpose of updating this description.

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Florida Choice Bankshares, Inc. SEC Filings (File No. 0-51100)

1. Annual Report on Form 10-KSB for the year ended December 31, 2004.

2. Quarterly Reports on Form 10-QSB for the periods ended March 31, 2005, June 30, 2005 and September 30, 2005.

3. The portions of Florida Choice s proxy statement for the annual meeting of stockholders held on April 25, 2005 that have been incorporated by reference in the 2004 Florida Choice Form 10-KSB.

4. Current Reports on Form 8-K filed on February 8, April 13, April 26, May 31, July 1, October 27, and December 21, 2005.

Alabama National and Florida Choice also incorporate by reference additional documents that may be filed with the SEC between the date of this proxy statement-prospectus and the date of the Special Meeting of Florida Choice shareholders or the termination of the Merger Agreement. These include all documents filed with the SEC pursuant to Section 13(a), 13(c), 14 or 15(d) of the Exchange Act (other than Current Reports on Form 8-K furnished to the SEC pursuant to Item 2.02 of Form 8-K).

Alabama National has supplied all information contained or incorporated by reference in this proxy statement-prospectus relating to Alabama National and Florida Choice has supplied all such information relating to Florida Choice.

Registered Florida Choice shareholders who have further questions about their share certificates or the exchange of their Florida Choice common stock for Alabama National common stock or cash should call the Exchange Agent at 1-800-568-3476.

You can obtain any of the documents incorporated by reference from Alabama National, Florida Choice, the SEC or the SEC s Internet web site as described above. Documents incorporated by reference are available from Alabama National or Florida Choice, as applicable without charge. Florida Choice s shareholders may obtain documents incorporated by reference in this proxy statement-prospectus relating to Alabama National by requesting them in writing or by telephone at the following address:

Alabama National BanCorporation

1927 First Avenue North

Birmingham, Alabama 35203

Attn.: Kimberly Moore

Telephone: (205) 583-3600

Disclosure of detailed financial information of Florida Choice is included in this proxy statement-prospectus in Appendix D, Florida Choice s Annual Report on Form 10-KSB for the year ended December 31, 2004, and Appendix E, Florida Choice s Quarterly Report on Form 10-QSB

for the period ended September 30, 2005. Florida Choice s shareholders may obtain other documents incorporated by reference in this proxy statement-prospectus relating to Florida Choice by requesting them in writing or by telephone at the following address:

Florida Choice Bankshares, Inc.

18055 U.S. Highway 441

Mt. Dora, Florida 32757

Attn: Kenneth E. LaRoe

Telephone: (352) 735-6161

You should rely only on the information contained or incorporated by reference in this proxy statement-prospectus. We have not authorized anyone to provide you with information that is different from what is contained in this proxy statement-prospectus. This proxy statement-prospectus is dated January 26, 2006. You should not assume that the information contained in this proxy statement-prospectus is accurate as of any date other than that date. Neither the mailing of this proxy statement-prospectus to shareholders nor the issuance of Alabama National common stock in the Merger creates any implication to the contrary.

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APPENDIX A

AGREEMENT AND PLAN OF MERGER

by and between

FLORIDA CHOICE BANKSHARES, INC.

and

ALABAMA NATIONAL BANCORPORATION

Dated as of

October 27, 2005

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AGREEMENT AND PLAN OF MERGER

THIS AGREEMENT AND PLAN OF MERGER (this Agreement) is made and entered into as of October 27, 2005, by and between **Florida Choice Bankshares, Inc.** (FCB), a corporation organized and existing under the laws of the State of Florida, with its principal office located in Mount Dora, Florida, and **Alabama National BanCorporation** (ANB), a corporation organized and existing under the laws of the State of Delaware, with its principal office located in Birmingham, Alabama.

Preamble

The Boards of Directors of FCB and ANB are of the opinion that the transactions described herein are in the best interests of the parties and their respective stockholders. This Agreement provides for the merger (the Merger) of FCB with and into ANB. At the Effective Time of such Merger, the outstanding shares of the capital stock of FCB shall be converted into the right to receive shares of the common stock of ANB (except as provided herein). As a result, stockholders of FCB shall become stockholders of ANB. The Merger is subject to the approvals of the stockholders of FCB, the Florida Department of Financial Services and the Federal Reserve Board, and the satisfaction of certain other conditions described in this Agreement. It is the intention of the parties to this Agreement that, for federal income tax purposes, the merger shall qualify as a reorganization within the meaning of Section 368(a) of the IRC.

Certain terms used in this Agreement are defined in Section 11.1 of this Agreement.

NOW, THEREFORE, in consideration of the above and the mutual warranties, representations, covenants and agreements set forth herein, the parties agree as follows:

ARTICLE 1

TRANSACTIONS AND TERMS OF MERGER

1.1 Merger. Subject to the terms and conditions of this Agreement, at the Effective Time, FCB shall be merged with and into ANB in accordance with the provisions of Section 252 of the DGCL and Section 607.1107 of the FBCA and with the effect provided in Sections 259 and 261 of the DGCL and the applicable provisions of the FBCA. ANB shall be the Surviving Corporation resulting from the Merger and shall continue to be governed by the Laws of the State of Delaware. The Merger shall be consummated pursuant to the terms of this Agreement, which has been approved and adopted by the ANB Board and the FCB Board.

1.2 Time and Place of Closing. The place of Closing shall be at the offices of Maynard, Cooper & Gale, P.C., Birmingham, Alabama, or such other place as may be mutually agreed upon by the Parties. Subject to the terms and conditions hereof, unless otherwise mutually agreed upon in writing by the chief executive officers of each Party, the Closing will take place at 9:00 A.M. Central Standard Time on the last business day of the month in which the closing conditions set forth in Article 9 below have been satisfied (or waived pursuant to Section 11.4 of this Agreement); provided, however, that the Closing will not occur earlier than March 15, 2006, unless otherwise mutually agreed upon in writing by the chief executive officers of each Party.

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1.3 Effective Time. The Merger and other transactions provided for in this Agreement shall become effective: (a) on the date and at the time that the later of the following shall occur: (i) the Certificate of Merger reflecting the Merger shall be accepted for filing by the Secretary of State of Delaware, and (ii) the Articles of Merger reflecting the Merger shall be accepted for filing by the Secretary of State of Florida, or (b) on such date and at such time subsequent to the date and time established pursuant to subsection 1.3(a) above as may be specified by the Parties in the Certificate of Merger and Articles of Merger (provided that such subsequent date and time shall not be later than a time on the 30th day after the date that the Certificate of Merger is filed) (such time is hereinafter referred to as the Effective Time). Unless ANB and FCB otherwise mutually agree in writing, the Parties shall use their commercially reasonable efforts to cause the Effective Time to occur on the date of Closing.

1.4 Director s Agreements. Concurrently with the execution of this Agreement and as a material condition hereto, each member of the FCB Board and each member of the Board of Directors of FCB Bank has executed and delivered an Agreement in the form attached as Exhibit A hereto (a Director s Agreement).

ARTICLE 2

EFFECT OF MERGER

2.1 Certificate of Incorporation. The Restated Certificate of Incorporation of ANB in effect immediately prior to the Effective Time shall be the Certificate of Incorporation of the Surviving Corporation immediately following the Effective Time.

2.2 Bylaws. The Bylaws of ANB in effect immediately prior to the Effective Time shall be the Bylaws of the Surviving Corporation immediately following the Effective Time, until otherwise amended or repealed.

2.3 Officers and Directors. The incumbent officers and directors of ANB immediately prior to the Effective Time shall be the officers and directors of the Surviving Corporation.

ARTICLE 3

CONVERSION OF CONSTITUENTS CAPITAL SHARES

3.1 Manner of Converting Shares. Subject to the provisions of this Article 3, at the Effective Time, by virtue of the Merger and without any further action on the part of ANB, FCB or the holders of any shares thereof, the shares of the constituent corporations shall be converted as follows:

(a) each share of ANB Common Stock issued and outstanding immediately prior to the Effective Time shall remain issued and outstanding from and after the Effective Time.

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(b) (1) Subject to the potential adjustment provided for in Section 3.1(b)(2) and/or Section 3.2 below, each share of FCB Common Stock (excluding shares held by any FCB Company, other than in a fiduciary capacity or as a result of debts previously contracted, and excluding shares held by stockholders who perfect their dissenters rights of appraisal as provided in Section 3.4 of this Agreement) issued and outstanding at the Effective Time shall cease to be outstanding and shall be converted into and exchanged for the right to receive 0.6079 shares of ANB Common Stock (as such may be adjusted pursuant to the terms of this Agreement, the Exchange Ratio); provided that, subject to the election rights set forth in Section 3.1(c) below, each holder of FCB Common Stock shall have an opportunity to elect to receive cash consideration for such holder s shares of FCB Common Stock in lieu of receiving ANB Common Stock.

(2) FCB shall have the right to terminate this Agreement, through a resolution adopted by a majority of the entire FCB Board, if both of the following conditions are satisfied:

(i) the Average Determination Price shall be less than the product of 0.85 and the Starting Price; and

(ii) the quotient obtained by dividing the Average Determination Price by the Starting Price (such number being referred to herein as the ANB Ratio) shall be less than the quotient obtained by dividing the Index Price on the Determination Date by the Index Price on the Starting Date and subtracting 0.15 from such quotient (such number being referred to herein as the Index Ratio).

If FCB elects to exercise its termination right pursuant to the immediately preceding sentence, it shall give prompt written notice thereof to ANB at any time during the five business day period commencing on the business day following the Determination Date; provided that such notice of election to terminate may be withdrawn at any time within the aforementioned five business day period. During the five business day period commencing on the business day following the day on which ANB receives such notice, ANB shall have the option of adjusting the Exchange Ratio to equal the lesser of (A) a number equal to a quotient (rounded to the nearest four decimal places), the numerator of which is the product of 0.85, the Starting Price and the Exchange Ratio (as then in effect) and the denominator of which is the Average Determination Price, and (B) a number equal to a quotient (rounded to the nearest four decimal places), the numerator of which is the Index Ratio multiplied by the Exchange Ratio (as then in effect) and the denominator of which is the ANB Ratio. If ANB makes this election within such five business day period, it shall give prompt written notice to FCB of such election and the revised Exchange Ratio, whereupon no termination shall have occurred pursuant to this Section 3.1(b)(2), and this Agreement shall remain in effect in accordance with its terms (except as the Exchange Ratio shall have been so modified), and any references in this Agreement to the Exchange Ratio shall thereafter be deemed to refer to the Exchange Ratio of this Section 3.1(b)(2). If the Closing Date would naturally occur during ANB s five business day option period pursuant to the terms of this Agreement, the Closing Date shall be extended until a date selected by ANB no more than ten (10) business days following the close of such five-day period (unless ANB does not exercise its option and the Agreement is thereby terminated).

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FCB and the FCB Subsidiaries shall not, and shall use their best efforts to ensure that their respective executive officers, directors, and stockholders who may be deemed an affiliate (as defined in SEC Rules 145 and 405) of FCB do not, purchase or sell on NASDAQ, or submit a bid to purchase or an offer to sell on NASDAQ, directly or indirectly, any shares of ANB Common Stock or any options, rights or other securities convertible into shares of ANB Common Stock during the determination period for the Average Determination Price.

For purposes of this Section 3.1(b)(2), the following terms shall have the meanings indicated:

Average Determination Price means the price (rounded to two decimal places) derived by adding the averages of the high and low sales price of one share of ANB Common Stock as reported on NASDAQ on each of the ten (10) consecutive trading days ending on the Determination Date, and dividing such sum by ten (10).

Determination Date means the date on which the approval of the Federal Reserve Board required for consummation of the Merger shall be received by ANB, without regard to any requisite waiting periods in respect thereof.

Index Price on a given date means the closing price of the NASDAQ Bank Index as reported by Bloomberg LP (symbol: CBNK).

Starting Date means October 27, 2005, the effective date of this Agreement.

Starting Price means $63.32, the closing sales price of one share of ANB Common Stock as reported on NASDAQ on the trading day immediately prior to the Starting Date.

If ANB declares or effects a stock split, stock dividend or similar recapitalization between the Starting Date and the Determination Date, the prices for the ANB Common Stock shall be appropriately adjusted for the purposes of applying this Section 3.1(b)(2).

(c) (1) Holders of FCB Common Stock shall be provided with an opportunity to elect to receive cash consideration in lieu of receiving ANB Common Stock in the Merger, in accordance with the election procedures set forth below. Holders who elect to receive cash in lieu of exchanging their shares of FCB Common Stock for ANB Common Stock as specified below shall receive $39.52 for each share of FCB Common Stock that is so converted (the Per Share Cash Consideration). Notwithstanding the preceding sentence, the aggregate Per Share Cash Consideration shall in all cases equal $5,120,000 (the Fixed Cash Amount), unless and to the extent that ANB determines in its sole discretion to increase such amount to a percentage not in excess of 20% of the sum of (i) the product of (A) the number of shares of ANB Common Stock to be issued in the Merger to holders of outstanding shares of FCB Common Stock as of the Effective Time multiplied by (B) the Average Quoted Price, plus (ii) the aggregate Per Share Cash Consideration.

(2) At ANB s election, either the Exchange Agent or FCB s transfer agent shall mail an election form in such form as ANB and FCB shall mutually agree (the Election

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Form) with or following the issuance of the Proxy Statement/Prospectus and at least 20 days prior to the date of the FCB Stockholders Meeting or on such other date as ANB and FCB shall mutually agree (the Mailing Date) to each holder of record of FCB Common Stock for such FCB Stockholders Meeting. Each Election Form shall permit a holder (or the beneficial owner through appropriate and customary documentation and instructions) of FCB Common Stock to elect to receive cash with respect to all or a portion of such holder s FCB Common Stock (the shares as to which the election is made being referred to as Cash Election Shares).

(3) Any shares of FCB Common Stock with respect to which the holder shall not have submitted to the Exchange Agent an effective, properly completed Election Form prior to 5:00 p.m. Eastern Time on the day before the FCB Stockholders Meeting (or such other time and date as ANB and FCB may mutually agree) (the Election Deadline), and any shares of FCB Common Stock with respect to which the holder shall have submitted an Election Form prior to the Election Deadline but with respect to which such holder shall have elected not to receive cash, shall be converted into ANB Common Stock at the Effective Time, as set forth in Section 3.1(b) of this Agreement (all such shares described in this sub-section (3) being referred to as ANB Common Stock Election Shares).

(4) Any Election Form may be revoked or changed by the person submitting such Election Form at or prior to the Election Deadline. In the event an Election Form is revoked and a replacement Election Form not submitted prior to the Election Deadline, the shares of FCB Common Stock represented by such Election Form shall become ANB Common Stock Election Shares. Subject to the terms of this Agreement and of the Election Form, the Exchange Agent shall have reasonable discretion to determine whether any election, revocation or change has been properly or timely made and to disregard immaterial defects in the Election Forms, and any good faith decisions of the Exchange Agent regarding such matters shall be binding and conclusive. Neither ANB nor the Exchange Agent shall be under any obligation to notify any person of any defect in an Election Form.

(5) Within 5 business days after the Election Deadline, unless the Effective Time has not yet occurred, in which case as soon thereafter as practicable, the allocation among the holders of FCB Common Stock in accordance with the Election Forms shall be effected by the Exchange Agent as follows:

(i) Cash Elections Equal to the Fixed Cash Amount. If the amount of cash that would be paid upon conversion in the Merger of the Cash Election Shares (the Potential Cash Payments) is equal to the Fixed Cash Amount, then:

(1) each Cash Election Share shall be converted into the right to receive the Per Share Cash Consideration pursuant to Section 3.1(c)(1); and

(2) each ANB Common Stock Election Share shall be converted into the right to receive ANB Common Stock pursuant to Section 3.1(b).

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(ii) Cash Elections More Than the Fixed Cash Amount. If the amount of the Potential Cash Payments is greater than the Fixed Cash Amount, then:

(1) the number of Cash Election Shares designated by each holder of FCB Common Stock who properly submitted an Election Form shall be automatically reduced to that number of shares equal to the product of (A) the number of such holder s Cash Election Shares designated in the Election Form and (B) a fraction, the numerator of which is the maximum number of Cash Election Shares allowable such that the amount of the Potential Cash Payments is equal to the Fixed Cash Amount, and the denominator of which is the total number of Cash Election Shares designated in the Election Forms;

(2) each Cash Election Share remaining after adjustment pursuant to sub-section (1) above shall be converted into the right to receive the Per Share Cash Consideration pursuant to Section 3.1(c)(1);

(3) each share of FCB Common Stock that would have been a Cash Election Share but for the adjustment pursuant to sub-section (1) above shall automatically be deemed to be an ANB Common Stock Election Share; and

(4) each ANB Common Stock Election Share, including those so designated pursuant to sub-section (ii)(3) above, shall be converted into the right to receive ANB Common Stock pursuant to Section 3.1(b).

(iii) Cash Elections Less Than the Fixed Cash Amount. If the amount of the Potential Cash Payments is less than the Fixed Cash Amount, then:

(1) the shortfall shall be allocated pro rata among the ANB Common Stock Election Shares, such that all holders of FCB Common Stock will receive at least a portion of the Merger consideration in cash. Specifically, each holder of ANB Common Stock Election Shares (whether resulting from the fact that such holder did not attempt to submit an Election Form, attempted to submit an Election Form but did not comply with the applicable requirements, or properly submitted an Election Form with an affirmative election to have fewer than all shares of FCB Common Stock converted into cash) shall have the number of such holder s ANB Common Stock Election Shares reduced by a number of shares equal to the product of (A) the number resulting from subtracting (x) the total number of Cash Election Shares designated in all Election Forms from (y) the minimum number of Cash Election Shares required such that the amount of the Potential Cash Payments would equal the Fixed Cash Amount, multiplied by (B) a fraction, the numerator of which is the number of such holder s ANB Common Stock Election Shares, and the denominator of which is the total number of ANB Common Stock Election Shares held by all holders of FCB Common Stock;

(2) each ANB Common Stock Election Share that is eliminated pursuant to sub-section (1) above shall automatically, without the submission or amendment of any Election Forms, be converted into a Cash Election Share for the benefit of the applicable holder;

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(3) each Cash Election Share, including those resulting from the conversion procedure described in sub-sections (1) and (2) above, shall be converted into the right to receive the Per Share Cash Consideration pursuant to Section 3.1(c)(1), such that the aggregate Per Share Cash Consideration is equal to the Fixed Cash Amount; and

(4) each ANB Common Stock Election Share remaining after the adjustment and conversion procedures described above shall be converted into the right to receive ANB Common Stock pursuant to Section 3.1(b) of this Agreement.

(d) Pursuant to a resolution duly adopted by the Stock Option Committee of the FCB Board prior to the date hereof, each outstanding and unexercised option to purchase shares of FCB Common Stock pursuant to the FCB Stock Option Plans (an FCB Option) will cease to represent an option to purchase FCB Common Stock at the Effective Time and will be converted automatically into an option to purchase ANB Common Stock (each, an ANB Option), and ANB will assume each FCB Option subject to its terms, including any acceleration in vesting that will occur as a consequence of the Merger according to the instruments governing the FCB Option; provided, however, that after the Effective Time:

(1) the number of shares of ANB Common Stock purchasable upon exercise of each FCB Option will equal the product of (A) the number of shares of FCB Common Stock that were purchasable under the FCB Option immediately before the Effective Time and (B) the Exchange Ratio, rounded to the nearest whole share;

(2) the per share exercise price for each FCB Option will equal the quotient of (A) the per share exercise price of the FCB Option in effect immediately before the Effective Time divided by (B) the Exchange Ratio, rounded to the nearest cent; and

(3) where the context so requires, all references to FCB shall be deemed to be references to ANB and its Subsidiaries, and all references to the FCB Board shall be deemed to be references to the ANB Board (or the Compensation Committee thereof).

Notwithstanding the foregoing, each FCB Option that is intended to be an incentive stock option (as defined in Section 422 of the IRC) will be adjusted in accordance with the requirements of Section 424 of the IRC. As soon as practicable after the Effective Time, ANB shall file a Registration Statement on Form S-8 (or any successor or other appropriate forms), with respect to the shares of ANB Common Stock subject to converted or substitute FCB Options and shall use its reasonable efforts to maintain the effectiveness of such registration statement (and maintain the current status of the prospectus or prospectuses associated therewith) for so long as such converted or substitute FCB Options remain outstanding.

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In lieu of the assumption feature set forth above, any holder of an FCB Option may elect to cancel such FCB Option as of the Effective Time and receive, in exchange therefore, cash in an amount equal to the number of shares of FCB Common Stock covered by such FCB Option multiplied by the excess, if any, of (A) the product of the Exchange Ratio multiplied by the Average Quoted Price over (B) the exercise price per share of such FCB Option. Unless extended by ANB, any such election to receive cash in exchange for an FCB Option must be provided in writing to ANB no later than the Election Deadline. Concurrently with the execution of this Agreement, the holders of FCB Options listed on Schedule 3.1(d) hereto have submitted to ANB irrevocable elections to refrain from exercising their FCB Options and to exchange them for cash in accordance with this paragraph. FCB will use commercially reasonable efforts to have the remaining holders of FCB Options make this same election as soon as possible.

Subject to the ANB Options and the foregoing, the FCB Stock Option Plans and all options or other rights to acquire FCB Common Stock issued thereunder shall terminate at the Effective Time.

Any holder of an FCB Option that exercises such option prior to the Effective Time will only be eligible to participate in the cash election procedure with respect to the resulting shares of FCB Common Stock set forth in Section 3.1(c) above if such exercise is completed, and such holder becomes the record holder of the resulting shares of FCB Common Stock, prior to the record date for the FCB Stockholders Meeting. All shares of FCB Common Stock resulting from exercises of FCB Options after such record date shall be converted into ANB Common Stock pursuant to Section 3.1(b)(1) above and shall be deemed to be ANB Common Stock Election Shares for purposes of this Agreement.

(e) Assuming (i) that no holders of FCB Common Stock exercise their rights under the Dissenter Provisions, (ii) that there is no adjustment to the Exchange Ratio pursuant to Section 3.1(b)(2) above or Section 3.2 below, and (iii) that all holders of FCB Options elect to exchange their FCB Options for cash and do not exercise such options, the holders of FCB Common Stock (excluding holders of FCB Options) shall have the right to receive, in the aggregate, a maximum of 1,481,000 shares of ANB Common Stock and $5,120,000 in cash as a result of the Merger.

(f) FCB will take such steps that may be required to cause the transactions contemplated by this Agreement, including any disposition of securities of FCB (including derivative securities) by each individual who is subject to the reporting requirements of Section 16(a) of the 1934 Act with respect to FCB to be exempt under rule 16b-3 promulgated under the 1934 Act.

3.2 Anti-Dilution Provisions. In the event ANB changes the number of shares of ANB Common Stock issued and outstanding prior to the Effective Time as a result of a stock split, stock dividend or similar recapitalization with respect to such stock and the record date therefor shall be prior to the Effective Time, the Exchange Ratio shall be proportionately adjusted as needed to preserve the relative economic benefit to the Parties.

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3.3 Shares Held by FCB. Each of the shares of FCB Common Stock held by any FCB Company, other than in a fiduciary capacity or as a result of debts previously contracted, shall be canceled and retired at the Effective Time and no consideration shall be issued in exchange therefor.

3.4 Dissenting Stockholders. Any holder of shares of FCB Common Stock who perfects his dissenter s rights of appraisal in accordance with and as contemplated by Section 607.1320 of the FBCA (the Dissenter Provisions) shall be entitled to receive the value of such shares in cash as determined pursuant to such provision of Law; provided, however, that no such payment shall be made to any dissenting stockholder unless and until such dissenting stockholder has complied with the applicable provisions of the FBCA and surrendered to the Surviving Corporation the certificate or certificates representing the shares for which payment is being made; provided, further, nothing contained in this Section 3.4 shall in any way limit the right of ANB to terminate this Agreement and abandon the Merger pursuant to subsection 10.1(i) below. If any dissenting stockholder gives notice to FCB, FCB will promptly give ANB notice thereof, and ANB will have the right to participate in all negotiations and proceedings with respect to any such demands. FCB will not, except with the prior written consent of ANB, voluntarily make any payment with respect to, or settle or offer to settle, any such demand for payment. In the event that after the Effective Time a dissenting stockholder of FCB fails to perfect, or effectively withdraws or loses, his right to appraisal and of payment for his shares, the Surviving Corporation shall issue and deliver the consideration to which such holder of shares of FCB Common Stock is entitled under this Article 3 (without interest) upon surrender by such holder of the certificate or certificates representing shares of FCB Common Stock held by him.

3.5 Fractional Shares. No certificates or scrip representing fractional shares of ANB Common Stock shall be issued upon the surrender of certificates for exchange; no dividend or distribution with respect to ANB Common Stock shall be payable on or with respect to any fractional share; and such fractional share interests shall not entitle the owner thereof to vote or to any other rights of a stockholder of ANB. In lieu of any such fractional share, ANB shall pay to each former stockholder of FCB who otherwise would be entitled to receive a fractional share of ANB Common Stock an amount in cash (without interest) determined by multiplying (a) the Average Quoted Price by (b) the fraction of a share of ANB Common Stock to which such holder would otherwise be entitled.

ARTICLE 4

EXCHANGE OF SHARES

4.1 Exchange Procedures. Promptly after the Effective Time, the Surviving Corporation shall cause the Exchange Agent to mail to the former stockholders of FCB appropriate transmittal materials (which shall specify that delivery shall be effected, and risk of loss and title to the certificates theretofore representing shares of FCB Common Stock shall pass, only upon proper delivery of such certificates to the Exchange Agent). After completion of the allocation procedure set forth in Section 3.1(c)(5) and upon surrender of a certificate or certificates for exchange and cancellation to the Exchange Agent (such shares to be free and clear of all liens, claims and encumbrances), together with a properly executed letter of transmittal, the holder of such certificate or certificates shall be entitled to receive in exchange therefore: (a) a certificate representing that number of whole shares of ANB Common Stock

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which such holder of FCB Common Stock became entitled to receive pursuant to the provisions of Article 3 hereof and (b) a check representing the aggregate cash consideration, if any, which such holder has the right to receive pursuant to the provisions of Article 3 hereof, and the certificate or certificates so surrendered shall forthwith be cancelled. No interest will be paid or accrued on the Per Share Cash Consideration, any cash in lieu of fractional shares, or any unpaid dividends and distributions, if any, payable to holders of certificates for FCB Common Stock. The Surviving Corporation shall not be obligated to deliver the consideration to which any former holder of FCB Common Stock is entitled as a result of the Merger until such holder surrenders his certificate or certificates representing the shares of FCB Common Stock for exchange as provided in this Section 4.1. The certificate or certificates for FCB Common Stock so surrendered shall be duly endorsed as the Exchange Agent may require. Any other provision of this Agreement notwithstanding, neither the Surviving Corporation, ANB nor the Exchange Agent shall be liable to a holder of FCB Common Stock for any amounts paid or property delivered in good faith to a public official pursuant to any applicable abandoned property Law.

4.2 Rights of Former FCB Stockholders. At the Effective Time, the stock transfer books of FCB shall be closed as to holders of FCB Common Stock immediately prior to the Effective Time, and no transfer of FCB Common Stock by any such holder shall thereafter be made or recognized. Until surrendered for exchange in accordance with the provisions of Section 4.1 of this Agreement, each certificate theretofore representing shares of FCB Common Stock (FCB Certificate), other than shares to be canceled pursuant to Section 3.3 of this Agreement or as to which dissenter s rights of appraisal have been perfected as provided in Section 3.4 of this Agreement, shall from and after the Effective Time represent for all purposes only the right to receive the consideration provided in Section 3.1 of this Agreement in exchange therefor. To the extent permitted by Law, former stockholders of record of FCB Common Stock shall be entitled to vote after the Effective Time at any meeting of ANB stockholders the number of whole shares of ANB Common Stock into which their respective shares of FCB Common Stock (excluding Cash Election Shares) are converted, regardless of whether such holders have exchanged their FCB Certificates for certificates representing ANB Common Stock in accordance with the provisions of this Agreement. Whenever a dividend or other distribution is declared by ANB on the ANB Common Stock, the record date for which is at or after the Effective Time, the declaration shall include dividends or other distributions on all shares issuable pursuant to this Agreement. Notwithstanding the preceding sentence, any person holding any FCB Certificate at or after six (6) months after the Effective Time (the Cutoff) shall not be entitled to receive any dividend or other distribution payable after the Cutoff to holders of ANB Common Stock, which dividend or other distribution is attributable to such person s ANB Common Stock represented by said FCB Certificate held after the Cutoff, until such person surrenders said FCB Certificate for exchange as provided in Section 4.1 of this Agreement. However, upon surrender of such FCB Certificate, both the ANB Common Stock certificate (together with all such undelivered dividends or other distributions, without interest) and any undelivered cash payments (without interest) shall be delivered and paid with respect to each share represented by such FCB Certificate. No holder of shares of FCB Common Stock shall be entitled to receive any dividends or distributions declared or made with respect to the ANB Common Stock with a record date before the Effective Time of the Merger.

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4.3 Identity of Recipient of ANB Common Stock. In the event that the delivery of the consideration provided for in this Agreement is to be made to a person other than the person in whose name any certificate representing shares of FCB Common Stock surrendered is registered, such certificate so surrendered shall be properly endorsed (or accompanied by an appropriate instrument of transfer), with the signature(s) appropriately guaranteed, and otherwise in proper form for transfer, and the person requesting such delivery shall pay any transfer or other taxes required by reason of the delivery to a person other than the registered holder of such certificate surrendered or establish to the satisfaction of ANB that such tax has been paid or is not applicable.

4.4 Lost or Stolen Certificates. If any holder of FCB Common Stock convertible into the right to receive shares of ANB Common Stock is unable to deliver the FCB Certificate that represents FCB Common Stock, the Exchange Agent, in the absence of actual notice that any such shares have been acquired by a bona fide purchaser, shall deliver to such holder the shares of ANB Common Stock to which the holder is entitled for such shares upon presentation of the following: (a) evidence to the reasonable satisfaction of ANB that any such FCB Certificate has been lost, wrongfully taken or destroyed; (b) such security or indemnity as may be reasonably requested by ANB to indemnify and hold ANB and the Exchange Agent harmless; and (c) evidence satisfactory to ANB that such person is the owner of the shares theretofore represented by each FCB Certificate claimed by the holder to be lost, wrongfully taken or destroyed and that the holder is the person who would be entitled to present such FCB Certificate for exchange pursuant to this Agreement.

ARTICLE 5

REPRESENTATIONS AND WARRANTIES OF FCB

FCB hereby represents and warrants to ANB as follows:

5.1 Corporate Organization, Standing and Power. FCB is a corporation duly organized, validly existing and in good standing under the Laws of the State of Florida, and has the corporate power and authority to carry on its business as now conducted and to own, lease and operate its Assets and to incur its Liabilities. FCB is duly qualified or licensed to transact business as a foreign corporation in good standing in the states of the United States and foreign jurisdictions where the character of its Assets or the nature or conduct of its business requires it to be so qualified or licensed, except for such jurisdictions in which the failure to be so qualified or licensed is not reasonably likely to have, individually or in the aggregate, a Material Adverse Effect on FCB. FCB has delivered to ANB complete and correct copies of its Articles of Incorporation and Bylaws and the articles of incorporation, bylaws and other, similar governing instruments of each of its Subsidiaries, in each case as amended through the date hereof.

5.2 Authority; No Breach By Agreement.

(a) FCB has the corporate power and authority necessary to execute, deliver and perform its obligations under this Agreement and to consummate the transactions provided for herein. The execution, delivery and performance of this Agreement and the consummation of the transactions provided for herein, including the Merger, have been duly and validly authorized by all necessary corporate action on the part of FCB, subject to the approval of this Agreement

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by the holders of a majority of the outstanding shares of FCB Common Stock. Subject to such requisite stockholder approval and required regulatory consents, this Agreement represents a legal, valid and binding obligation of FCB, enforceable against FCB in accordance with its terms.

(b) Except as set forth on Schedule 5.2(b), neither the execution and delivery of this Agreement by FCB, nor the consummation by FCB of the transactions provided for herein, nor compliance by FCB with any of the provisions hereof, will (i) conflict with or result in a breach of any provision of FCB s Articles of Incorporation or Bylaws or the Articles or Certificates of Incorporation or Bylaws of any FCB Company, or (ii) constitute or result in a Default under, or require any Consent pursuant to, or result in the creation of any Lien on any Asset of any FCB Company under, any Contract or Permit of any FCB Company, where failure to obtain such Consent is reasonably likely to have, individually or in the aggregate, a Material Adverse Effect on such FCB Company, or, (iii) subject to receipt of the requisite Consents and approvals referred to in this Agreement, violate or conflict with any Law or Order applicable to any FCB Company or any of their respective Assets.

(c) Except as set forth on Schedule 5.2(c), other than (i) in connection or compliance with the provisions of the Securities Laws and applicable state corporate and securities Laws, (ii) Consents required from Regulatory Authorities, (iii) the approval by the stockholders of FCB of the Merger and the transactions provided for in this Agreement, (iv) notices to or filings with the Internal Revenue Service or the Pension Benefit Guaranty Corporation with respect to any employee benefit plans, and (v) Consents, filings or notifications which, if not obtained or made, are not reasonably likely to have, individually or in the aggregate, a Material Adverse Effect on the FCB Company at issue, no notice to, filing with or Consent of, any Person or public body or authority is necessary for the consummation by FCB of the Merger and the other transactions provided for in this Agreement.

5.3 Capital Stock.

(a) The authorized capital stock of FCB consists of (i) 5,000,000 shares of FCB Common Stock, of which 2,565,615 shares are issued and outstanding (none of which is held in the treasury of FCB), and (ii) 1,000,000 shares of preferred stock, par value $0.01 per share, none of which is issued or outstanding. All of the issued and outstanding shares of FCB Common Stock are duly and validly issued and outstanding and are fully paid and nonassessable. None of the shares of capital stock, options, or other securities of FCB has been issued in violation of the Securities Laws or any preemptive rights of the current or past stockholders of FCB. Pursuant to the terms of the FCB Stock Option Plans, there are currently outstanding options with the right to purchase a total of 399,685 shares of FCB Common Stock, as more fully set forth in Schedule 5.3 attached hereto.

(b) Except as set forth in Section 5.3(a) of this Agreement, there are no shares of capital stock or other equity securities of FCB outstanding and no outstanding options, warrants, scrip, rights to subscribe to, calls or commitments of any character whatsoever relating to, or securities or rights convertible into or exchangeable for, shares of the capital stock of FCB or contracts, commitments, understandings or arrangements by which FCB is or may be bound to issue additional shares of its capital stock or options, warrants or rights to purchase or acquire any additional shares of its capital stock. FCB has no liability for dividends declared or accrued, but unpaid, with respect to any of its capital stock.

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5.4 FCB Subsidiaries.

(a) The FCB Subsidiaries include FCB Bank, which is a Florida, FDIC-insured, non-member banking corporation, duly organized, validly existing and in good standing under the Laws of the State of Florida. Each of the FCB Subsidiaries has the corporate power and authority necessary for it to own, lease and operate its Assets and to incur its Liabilities and to carry on its business as now conducted. Each FCB Subsidiary is duly qualified or licensed to transact business as a foreign corporation in good standing in the states of the United States and foreign jurisdictions where the character of its Assets or the nature or conduct of its business requires it to be so qualified or licensed, except for jurisdictions in which the failure to be so qualified or licensed is not reasonably likely to have, individually or in the aggregate, a Material Adverse Effect on FCB.

(b) The authorized and issued and outstanding capital stock of each FCB Subsidiary, including without limitation FCB Bank, is set forth on Schedule 5.4(b). FCB or FCB Bank owns all of the issued and outstanding shares of capital stock of each FCB Subsidiary. None of the shares of capital stock or other securities of any FCB Subsidiary has been issued in violation of the Securities Laws or any preemptive rights. No equity securities of any FCB Subsidiary are or may become required to be issued by reason of any options, warrants, scrip, rights to subscribe to, calls or commitments of any character whatsoever relating to, or securities or rights convertible into or exchangeable for, shares of the capital stock of any such Subsidiary, and there are no Contracts by which any FCB Subsidiary is bound to issue additional shares of its capital stock or options, warrants or rights to purchase or acquire any additional shares of its capital stock or by which any FCB Company is or may be bound to transfer any shares of the capital stock of any FCB Subsidiary. There are no Contracts relating to the rights of any FCB Company to vote or to dispose of any shares of the capital stock of any FCB Subsidiary. All of the shares of capital stock of each FCB Subsidiary held by a FCB Company are fully paid and nonassessable under the applicable corporation Law of the jurisdiction in which such Subsidiary is incorporated and organized and are owned by the FCB Company free and clear of any Lien. No FCB Subsidiary has any liability for dividends declared or accrued, but unpaid, with respect to any of its capital stock. For purposes of this Section 5.4(b), references to capital stock shall be deemed to include membership interests with respect to any FCB Company that is a limited liability company.

(c) The minute books of FCB, FCB Bank and each FCB Subsidiary contain complete and accurate records in all material respects of all meetings and other corporate actions held or taken by their respective shareholders and Boards of Directors (including all committees thereof), since January 1, 1998 (or since such entity s formation, if later).

(d) None of the FCB Companies has or is currently engaged in any activities that are not permissible under the BHC Act for a bank holding company.

(e) No FCB Company and no employee or agent thereof is registered or required to be registered as an investment adviser or broker/dealer under the Securities Laws. All activities

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with respect to the solicitation, offer, marketing and/or sale of securities under networking or similar arrangements: (i) are and have at all times been conducted in accordance with all applicable Laws, including without limitation the Securities Laws and all state and federal banking laws and regulations, and (ii) satisfy the definition of a Third Party Brokerage Arrangement under Section 201 of the Gramm-Leach-Bliley Act of 1999 and regulations promulgated thereunder. There has been no misrepresentation or omission of a material fact by any FCB Company and/or their respective agents in connection with the solicitation, marketing or sale of any securities, and each customer has been provided with any and all disclosure materials as required by applicable Law.

5.5 Financial Statements.

(a) Attached hereto as Schedule 5.5 are copies of all FCB Financial Statements and FCB Call Reports for periods ended prior to the date hereof, and FCB will deliver to ANB promptly copies of all FCB Financial Statements and FCB Call Reports prepared subsequent to the date hereof. The FCB Financial Statements (as of the dates thereof and for the periods covered thereby) (i) are or, if dated after the date of this Agreement, will be in accordance with the books and records of the FCB Companies, which are or will be, as the case may be, complete and correct and which have been or will have been, as the case may be, maintained in accordance with good business practices and in accordance with applicable legal and accounting principles and reflect only actual transactions, and (ii) present or will present, as the case may be, fairly the consolidated financial position of the FCB Companies as of the dates indicated and the consolidated results of operations, changes in stockholders equity and cash flows of the FCB Companies for the periods indicated, in accordance with GAAP (subject to exceptions as to consistency specified therein or as may be indicated in the notes thereto or, in the case of interim financial statements, to normal recurring year-end audit adjustments that are not material). The FCB Call Reports have been prepared in material compliance with (A) the rules and regulations of the respective federal or state banking regulator with which they were filed, and (B) regulatory accounting principles, which principles have been consistently applied during the periods involved, except as otherwise noted therein.

(b) Hacker, Johnson & Smith PA is and has been (i) since at least the date of its engagement by FCB, a registered public accounting firm (as defined in Section 2(a)(12) of the Sarbanes-Oxley Act of 2002, and (ii) throughout the periods covered by the financial statements filed with the SEC by FCB, independent with respect to FCB within the meaning of Regulation S-X under the 1934 Act.

(c) FCB and its Subsidiaries have designed and maintain a system of internal control over financial reporting (as defined in Rules 13a-15(f) and 15d-15(f) under the 1934 Act) sufficient to provide reasonable assurances regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with GAAP. Since June 30, 2005, there has not been any material change in the internal controls utilized by FCB to assure that its consolidated financial statements conform with GAAP. FCB has designed and maintains disclosure controls and procedures (as defined by Rules 13a-15(e) and 15d-15(e) under the 1934 Act) to ensure that material information required to be disclosed by FCB in the reports that it files or submits under the 1934 Act is recorded, processed, summarized and reported

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within the time periods specified in the SEC s rules and forms and is accumulated and communicated to FCB s management as appropriate to allow timely decisions regarding required disclosures and to allow FCB s management to make the certifications of the Chief Executive Officer and Chief Financial Officer of FCB required under the 1934 Act.

5.6 Absence of Undisclosed Liabilities. No FCB Company has any Liabilities that have or are reasonably likely to have, individually or in the aggregate, a Material Adverse Effect on FCB, except Liabilities accrued or reserved against in the consolidated balance sheets of FCB as of June 30, 2005, included in the FCB Financial Statements or reflected in the notes thereto, except as set forth on Schedule 5.6. No FCB Company has incurred or paid any Liability since June 30, 2005, except for such Liabilities incurred or paid in the ordinary course of business consistent with past business practice and which are not reasonably likely to have, individually or in the aggregate, a Material Adverse Effect on FCB.

5.7 Absence of Certain Changes or Events. Except as set forth on Schedule 5.7, since December 31, 2001 (i) there have been no events, changes or occurrences that have had, or are reasonably likely to have, individually or in the aggregate, a Material Adverse Effect on FCB or its Subsidiaries, including without limitation any change in the administrative or supervisory standing or rating of FCB or FCB Bank with any Regulatory Authority, (ii) the FCB Companies have not taken any action, or failed to take any action, prior to the date of this Agreement, which action or failure, if taken after the date of this Agreement, would represent or result in a material breach or violation of any of the covenants and agreements of FCB provided in Article 7 of this Agreement, and (iii) to FCB s Knowledge, no fact or condition exists which FCB believes will cause a Material Adverse Effect on FCB or its Subsidiaries in the future, subject to changes in general economic or industry conditions.

5.8 Tax Matters.

(a) All Tax returns required to be filed by or on behalf of any of the FCB Companies have been timely filed or requests for extensions have been timely filed, granted and have not expired, and all returns filed are complete and accurate in all material respects. All Taxes shown as due on filed returns have been paid. There is no audit examination, deficiency, refund Litigation or matter in controversy pending, or to the Knowledge of FCB or FCB Bank, threatened, with respect to any Taxes that might result in a determination that would have, individually or in the aggregate, a Material Adverse Effect on FCB, except as reserved against in the FCB Financial Statements delivered prior to the date of this Agreement. All Taxes and other Liabilities due with respect to completed and settled examinations or concluded Litigation have been fully paid.

(b) None of the FCB Companies has executed an extension or waiver of any statute of limitations on the assessment or collection of any Tax due (excluding such statutes that relate to years currently under examination by the Internal Revenue Service or other applicable taxing authorities) that is currently in effect.

(c) Adequate provision for any Taxes due or to become due for any of the FCB Companies for the period or periods through and including the date of the respective FCB Financial Statements has been made and is reflected on such FCB Financial Statements.

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(d) Any and all deferred Taxes of the FCB Companies have been provided for in accordance with GAAP.

(e) None of the FCB Companies is responsible for the Taxes of any other Person other than the FCB Companies under Treasury Regulation 1.1502-6 or any similar provision of federal or state Law.

(f) Except as set forth on Schedule 5.8(f), none of the FCB Companies has made any payment, is obligated to make any payment or is a party to any Contract that could obligate it to make any payment that would be disallowed as a deduction under Section 280G or 162(m) of the IRC.

(g) There has not been an ownership change, as defined in Section 382(g) of the IRC, that occurred during or after any taxable period in which FCB, FCB Bank or any FCB Subsidiaries incurred an operating loss that carries over to any taxable period ending after the fiscal year of FCB immediately preceding the date of this Agreement.

(h) (i) Proper and accurate amounts have been withheld by the FCB Companies from their employees and others for all prior periods in compliance in all material respects with the tax withholding provisions of all applicable federal, state and local Laws, and proper due diligence steps have been taken in connection with back-up withholding, (ii) federal, state and local returns have been filed by the FCB Companies for all periods for which returns were due with respect to withholding, Social Security and unemployment taxes or charges due to any federal, state or local taxing authority and (iii) the amounts shown on such returns to be due and payable have been paid in full or adequate provision therefore have been included by FCB in the FCB Financial Statements.

(i) FCB has delivered or made available to ANB correct and complete copies of all Tax returns filed by FCB and each FCB Subsidiary for each fiscal year ended on and after December 31, 1998.

5.9 Loan Portfolio; Documentation and Reports.

(a) (i) Except as disclosed in Schedule 5.9(a)(i), none of the FCB Companies is a creditor as to any written or oral loan agreement, note or borrowing arrangement, including without limitation leases, credit enhancements, commitments and interest-bearing assets (the Loans), other than Loans the unpaid principal balance of which does not exceed $25,000 per Loan or $50,000 in the aggregate, under the terms of which the obligor is, as of the date of this Agreement, over 90 days delinquent in payment of principal or interest or in default of any other material provisions.

(ii) Except as otherwise set forth in Schedule 5.9(a)(ii), none of the FCB Companies is a creditor as to any Loan, including without limitation any loan guaranty, to any director, executive officer or 5% stockholder thereof, or to the Knowledge of FCB or FCB Bank, any Person controlling, controlled by or under common control with any of the foregoing.

(iii) All of the Loans held by any of the FCB Companies are in all respects the binding obligations of the respective obligors named therein in accordance with their respective

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terms, are not subject to any defenses, setoffs or counterclaims, except as may be provided by bankruptcy, insolvency or similar Laws or by general principles of equity, and were solicited, originated and exist in material compliance with all applicable Laws and FCB loan policies, except for deviations from such policies that (a) have been approved by current management of FCB, in the case of Loans with an outstanding principal balance that exceeds $25,000, or (b) in the judgment of FCB management, will not adversely affect the ultimate collectibility of such Loan.

(iv) Except as set forth in Schedule 5.9(a)(iv), none of the FCB Companies holds any Loans in the original principal amount in excess of $25,000 per Loan or $50,000 in the aggregate that have been classified by any bank examiner, whether regulatory or internal, or, in the exercise of reasonable diligence by FCB, FCB Bank or any Regulatory Authority, should have been classified, as other loans Specifically Mentioned, Special Mention, Substandard, Doubtful, Loss, Classified, Watch List, Criticized, Credit Risk Assets, concerned loans or words import.

(v) The allowance for possible loan or credit losses (the FCB Allowance) shown on the consolidated balance sheets of FCB included in the most recent FCB Financial Statements dated prior to the date of this Agreement was, and the FCB Allowance shown on the consolidated balance sheets of FCB included in the FCB Financial Statements as of dates subsequent to the execution of this Agreement will be, as of the dates thereof, adequate (within the meaning of GAAP and applicable regulatory requirements or guidelines) to provide for losses relating to or inherent in the loan and lease portfolios (including accrued interest receivables) of the FCB Companies and other extensions of credit (including letters of credit and commitments to make loans or extend credit) by the FCB Companies as of the dates thereof. The reserve for losses with respect to other real estate owned (OREO Reserve) shown on the most recent Financial Statements and FCB Call Reports were, and the OREO Reserve to be shown on the Financial Statements and FCB Call Reports as of any date subsequent to the execution of this Agreement will be, as of such dates, adequate to provide for losses relating to the other real estate owned portfolio of FCB and FCB Bank as of the dates thereof. The reserve for losses in respect of litigation (Litigation Reserve) shown on the most recent Financial Statements and FCB Call Reports and the Litigation Reserve to be shown on the Financial Statements and FCB Call Reports as of any date subsequent to the execution of this Agreement will be, as of such dates, adequate to provide for losses relating to or arising out of all pending or threatened litigation applicable to FCB, FCB Bank and the FCB Subsidiaries as of the dates thereof. Each such reserve described above has been established in accordance with applicable accounting principles and regulatory requirements and guidelines.

(b) The documentation relating to each Loan made by any FCB Company and to all security interests, mortgages and other liens with respect to all collateral for loans is adequate for the enforcement of the material terms of such Loan, security interest, mortgage or other lien, except for inadequacies in such documentation which will not, individually or in the aggregate, have a Material Adverse Effect on FCB.

5.10 Assets; Insurance. The FCB Companies have marketable title, free and clear of all Liens, to all of their respective Assets. One of the FCB Companies has good and marketable fee simple title to the real property described in Schedule 5.10(a) and has an enforceable

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leasehold interest in the real property described in Schedule 5.10(b), if any, free and clear of all Liens. All tangible real and personal properties and Assets used in the businesses of the FCB Companies are in good condition, reasonable wear and tear excepted, and are usable in the ordinary course of business consistent with FCB s past practices. All Assets that are material to FCB s business on a consolidated basis, held under leases or subleases by any of the FCB Companies are held under valid Contracts enforceable in accordance with their respective terms (except as enforceability may be limited by applicable bankruptcy, insolvency, reorganization, moratorium or other Laws affecting the enforcement of creditors rights generally and except that the availability of the equitable remedy of specific performance or injunctive relief is subject to the discretion of the court before which any proceedings may be brought), and each such Contract is in full force and effect and there is not under any such Contract any Default or claim of Default by FCB or FCB Bank or, to the Knowledge of FCB or FCB Bank, by any other party to the Contract. Schedules 5.10(a) and 5.10(b) identify each parcel of real estate or interest therein owned, leased or subleased by any of the FCB Companies or in which any FCB Company has any ownership or leasehold interest. If applicable, Schedule 5.10(b) also lists or otherwise describes each and every written or oral lease or sublease under which any FCB Company is the lessee of any real property and which relates in any manner to the operation of the businesses of any FCB Company. None of the FCB Companies has violated, or is currently in violation of, any Law, regulation or ordinance relating to the ownership or use of the real estate and real estate interests described in Schedules 5.10(a) and 5.10(b), including without limitation any Law relating to zoning, building, occupancy, environmental or comparable matter which individually or in the aggregate would have a Material Adverse Effect on FCB. As to each parcel of real property owned or used by any FCB Company, no FCB Company has received notice of any pending or, to the Knowledge of each of the FCB Companies, threatened condemnation proceedings, litigation proceedings or mechanic s or materialmen s liens. The Assets of the FCB Companies include all assets required to operate the business of the FCB Companies as now conducted. The policies of fire, theft, liability and other insurance maintained with respect to the Assets or businesses of the FCB Companies provide adequate coverage under current industry practices against loss or Liability, and the fidelity and blanket bonds in effect as to which any of the FCB Companies is a named insured are reasonably sufficient. Schedule 5.10(c) contains a list of all such policies and bonds maintained by any of the FCB Companies, and FCB has provided true and correct copies of each such policy to ANB. Except as set forth on Schedule 5.10(c), no claims have been made under such policies or bonds, and no FCB Company has Knowledge of any fact or condition presently existing that might form the basis of any such claim.

5.11 Environmental Matters.

(a) Each FCB Company, its Participation Facilities and its Loan Properties are, and have been, in compliance with all Environmental Laws, except for violations that are not reasonably likely to have, individually or in the aggregate, a Material Adverse Effect on FCB.

(b) There is no Litigation pending or, to the Knowledge of FCB and FCB Bank, threatened before any court, governmental agency or authority or other forum in which any FCB Company or any of its Participation Facilities has been or, with respect to threatened Litigation, may be named as a defendant (i) for alleged noncompliance (including by any predecessor) with any Environmental Law or (ii) relating to the release into the environment of any Hazardous

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Material or oil, whether or not occurring at, on, under or involving a site owned, leased or operated by any FCB Company or any of its Participation Facilities, except for such Litigation pending or threatened that is not reasonably likely to have, individually or in the aggregate, a Material Adverse Effect on FCB.

(c) There is no Litigation pending or, to the Knowledge of FCB and FCB Bank, threatened before any court, governmental agency or board or other forum in which any of its Loan Properties (or FCB with respect to such Loan Property) has been or, with respect to threatened Litigation, may be named as a defendant or potentially responsible party (i) for alleged noncompliance (including by any predecessor) with any Environmental Law or (ii) relating to the release into the environment of any Hazardous Material or oil, whether or not occurring at, on, under or involving a Loan Property, except for such Litigation pending or threatened that is not reasonably likely to have, individually or in the aggregate, a Material Adverse Effect on FCB.

(d) To the Knowledge of FCB and FCB Bank, there is no reasonable basis for any Litigation of a type described in subsections 5.11(b) or 5.11(c), except such as is not reasonably likely to have, individually or in the aggregate, a Material Adverse Effect on FCB.

(e) During the period of (i) any FCB Company s ownership or operation of any of its respective current properties, (ii) any FCB Company s participation in the management of any Participation Facility or (iii) any FCB Company s holding of a security interest in a Loan Property, there have been no releases of Hazardous Material or oil in, on, under or affecting such properties, except such as are not reasonably likely to have, individually or in the aggregate, a Material Adverse Effect on FCB. Prior to the period of (i) any FCB Company s ownership or operation of any of its respective current properties, (ii) any FCB Company s participation in the management of any Participation Facility, or (iii) any FCB Company s holding of a security interest in a Loan Property, to the Knowledge of FCB and FCB Bank, there were no releases of Hazardous Material or oil in, on, under or affecting any such property, Participation Facility or Loan Property, except such as are not reasonably likely to have, individually or in the aggregate, a Material Adverse Effect on FCB.

5.12 Compliance with Laws. FCB is duly registered as a bank holding company under the BHC Act. Each FCB Company has in effect all Permits necessary for it to own, lease or operate its Assets and to carry on its business as now conducted, except for those Permits the absence of which are not reasonably likely to have, individually or in the aggregate, a Material Adverse Effect on FCB, and there has occurred no Default under any such Permit. Each of the FCB Companies:

(a) is and has been in compliance with all Laws, Orders and Permits applicable to its business or employees, agents or representatives conducting its business; and

(b) has received no notification or communication from any agency or department of federal, state or local government or any Regulatory Authority or the staff thereof (i) asserting that any FCB Company is not, or suggesting that any FCB Company may not be, in compliance with any of the Laws or Orders that such governmental authority or Regulatory Authority enforces, (ii) threatening to revoke any Permits, (iii) requiring any FCB Company, or suggesting

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that any FCB Company may be required, to enter into or consent to the issuance of a cease and desist order, formal agreement, directive, commitment or memorandum of understanding, or to adopt any board resolution or similar undertaking, or (iv) directing, restricting or limiting, or purporting to direct, restrict or limit in any manner the operations of any FCB Company, including without limitation any restrictions on the payment of dividends, or that in any manner relates to such entity s capital adequacy, credit or reserve policies or management or business.

Without limiting the foregoing, FCB Bank is and has been in compliance with the Bank Secrecy Act, the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001 (the USA Patriot Act), the trade sanctions administered and enforced by the Department of Treasury s Office of Foreign Assets Controls, the Equal Credit Opportunity Act, the Fair Housing Act, the Community Reinvestment Act, the Home Mortgage Disclosure Act, all other applicable fair lending Laws and other Laws relating to discrimination. FCB Bank has systems and procedures in place such that any material violation of any of the foregoing would reasonably be expected to have been detected by FCB Bank.

5.13 Labor Relations; Employees.

(a) No FCB Company is the subject of any Litigation asserting that it or any other FCB Company has committed an unfair labor practice (within the meaning of the National Labor Relations Act or comparable state Law) or seeking to compel it or any other FCB Company to bargain with any labor organization as to wages or conditions of employment, nor is there any strike or other labor dispute involving any FCB Company, pending or threatened, nor to its Knowledge, is there any activity involving any FCB Company s employees seeking to certify a collective bargaining unit or engaging in any other organization activity. Each FCB Company is and has been in compliance with all Employment Laws, except for violations that are not reasonably likely to have, individually or in the aggregate, a Material Adverse Effect on FCB.

(b) Schedule 5.13(b) contains a true and complete list showing the names and current annual salaries of all current executive officers of each of the FCB Companies and lists for each such person the amounts paid, payable or expected to be paid as salary, bonus payments and other compensation for 2002, 2003 and 2004. Schedule 5.13(b) also sets forth the name and offices held by each officer and director of each of the FCB Companies.

5.14 Employee Benefit Plans.

(a) Schedule 5.14(a) lists, and FCB has delivered or made available to ANB prior to the execution of this Agreement copies of, all pension, retirement, profit-sharing, salary continuation and split dollar agreements, deferred compensation, director deferred fee agreements, director retirement agreement, stock option, employee stock ownership, severance pay, vacation, bonus or other incentive plan, all other written or unwritten employee programs, arrangements or agreements, all medical, vision, dental or other health plans, all life insurance plans, and all other employee benefit plans or fringe benefit plans, including, without limitation, employee benefit plans as that term is defined in Section 3(3) of ERISA, currently adopted, maintained by, sponsored in whole or in part by, or contributed to by any FCB Company or Affiliate thereof for the benefit of employees, retirees, dependents, spouses, directors,

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independent contractors or other beneficiaries and under which employees, retirees, dependents, spouses, directors, independent contractors or other beneficiaries are eligible to participate (collectively, the FCB Benefit Plans). Any of the FCB Benefit Plans which is an employee pension benefit plan, as that term is defined in Section 3(2) of ERISA, is referred to herein as a FCB ERISA Plan. Each FCB ERISA Plan which is also a defined benefit plan (as defined in Section 414(j) of the IRC) is referred to herein as an FCB Pension Plan . No FCB Pension Plan is or has been a multi-employer plan within the meaning of Section 3(37) of ERISA.

(b) All FCB Benefit Plans and the administration thereof are in compliance with the applicable terms of ERISA, the IRC and any other applicable Laws, the breach or violation of which is reasonably likely to have, individually or in the aggregate, a Material Adverse Effect on FCB. Each FCB ERISA Plan which is intended to be qualified under Section 401(a) of the IRC has received a favorable determination letter or opinion letter, as applicable, from the Internal Revenue Service, and FCB is not aware of any circumstances that could result in revocation of any such favorable determination letter/opinion letter. No FCB Company has engaged in a transaction with respect to any FCB Benefit Plan that, assuming the taxable period of such transaction expired as of the date hereof, would subject any FCB Company to a tax or penalty imposed by either Section 4975 of the IRC or Section 502(i) of ERISA in amounts which are reasonably likely to have, individually or in the aggregate, a Material Adverse Effect on FCB. There are no actions, suits, arbitrations or claims, including any investigations or audits by the Internal Revenue Service or any other governmental authority, pending (other than routine claims for benefits) or threatened against, any FCB Benefit Plan or any FCB Company with regard to any FCB Benefit Plan, any trust which is a part of any FCB Benefit Plan, any trustee, fiduciary, custodian, administrator or other person or entity holding or controlling assets of any FCB Benefit Plan, and no basis to anticipate any such action, suit, arbitration, claim, investigation or audit exists.

(c) No FCB ERISA Plan which is a defined benefit pension plan has any unfunded current liability, as that term is defined in Section 302(d)(8)(A) of ERISA, and the fair market value of the assets of any such plan exceeds the plan s benefit liabilities, as that term is defined in Section 4001(a)(16) of ERISA, when determined under actuarial factors that would apply if the plan terminated in accordance with all applicable legal requirements. Since the date of the most recent actuarial valuation, there has been (i) no material change in the financial position of any FCB Pension Plan, (ii) no change in the actuarial assumptions with respect to any FCB Pension Plan, (iii) no increase in benefits under any FCB Pension Plan as a result of plan amendments or changes in applicable Law which is reasonably likely to materially adversely affect the funding status of any such plan. Neither any FCB Pension Plan nor any single-employer plan, within the meaning of Section 4001(a)(15) of ERISA, currently or formerly maintained by any FCB Company, or the single-employer plan of any entity which is considered one employer with FCB under Section 4001 of ERISA or Section 414 of the IRC or Section 302 of ERISA (whether or not waived) (an ERISA Affiliate) has an accumulated funding deficiency within the meaning of Section 412 of the IRC or Section 302 of ERISA, which is reasonably likely to have, individually or in the aggregate, a Material Adverse Effect on FCB. No FCB Company has provided, or is required to provide, security to a FCB Pension Plan or to any single-employer plan of an ERISA Affiliate pursuant to Section 401(a)(29) of the IRC.

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(d) No Liability under Subtitle C or D of Title IV of ERISA has been or is expected to be incurred by any FCB Company with respect to any ongoing, frozen or terminated single-employer plan or the single-employer plan of any ERISA Affiliate. No FCB Company has incurred any withdrawal Liability with respect to a multi-employer plan under Subtitle D of Title IV of ERISA (regardless of whether based on contributions of an ERISA Affiliate), which Liability is reasonably likely to have, individually or in the aggregate, a Material Adverse Effect on FCB. No notice of a reportable event, within the meaning of Section 4043 of ERISA for which the 30-day reporting requirement has not been waived, has been required to be filed for any FCB Pension Plan or by any ERISA Affiliate within the 12-month period ending on the date hereof.

(e) No FCB Company has any obligations for retiree health and life benefits under any of the FCB Benefit Plans, and there are no restrictions on the rights of such FCB Company to amend or terminate any such plan without incurring any Liability thereunder, which Liability is reasonably likely to have a Material Adverse Effect on FCB.

(f) Except as set forth on Schedule 5.14(f), neither the execution and delivery of this Agreement nor the consummation of the transactions provided for herein will (i) result in any payment (including, without limitation, severance, unemployment compensation, golden parachute or otherwise) becoming due to any director, officer or employee of any FCB Company under any FCB Benefit Plan, employment contract or otherwise, (ii) increase any benefits otherwise payable under any FCB Benefit Plan, or (iii) result in any acceleration of the time of payment or vesting of any such benefit.

(g) With respect to all FCB Benefit Plans (whether or not subject to ERISA and whether or not qualified under Section 401(a) of the IRC), all contributions due (including any contributions to any trust account or payments due under any insurance policy) previously declared or otherwise required by Law or contract to have been made and any employer contributions (including any contributions to any trust account or payments due under any insurance policy) accrued but unpaid as of the date hereof will be paid by the time required by Law or contract. All contributions made or required to be made under any FCB Benefit Plan have been made and such contributions meet the requirements for deductibility under the IRC, and all contributions which are required and which have not been made have been properly recorded on the books of FCB.

5.15 Material Contracts. Except as set forth on Schedule 5.15, none of the FCB Companies, nor any of their respective Assets, businesses or operations, is a party to, or is bound or affected by, or receives benefits under any of the following (whether written or oral, express or implied): (i) any employment, severance, termination, consulting or retirement Contract with any Person; (ii) any Contract relating to the borrowing of money by any FCB Company or the guarantee by any FCB Company of any such obligation (other than Contracts evidencing deposit liabilities, purchases of federal funds, fully-secured repurchase agreements, trade payables and Contracts relating to borrowings or guarantees made and letters of credit); (iii) any Contract relating to indemnification or defense of any director, officer or employee of any of the FCB Companies or any other Person; (iv) any Contract with any labor union; (v) any Contract relating to the disposition or acquisition of any interest in any business enterprise; (vi) any Contract relating to the extension of credit to, provision of services for, sale, lease or license of Assets to,

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engagement of services from, or purchase, lease or license of Assets from, any 5% stockholder, director or officer of any of the FCB Companies, any member of the immediate family of the foregoing or, to the Knowledge of FCB, any related interest (as defined in Regulation O promulgated by the FRB) (Related Interest) of any of the foregoing; (vii) any Contract (A) which limits the freedom of any of the FCB Companies to compete in any line of business or with any Person or (B) which limits the freedom of any other Person to compete in any line of business with any FCB Company; (viii) any Contract providing a power of attorney or similar authorization given by any of the FCB Companies, except as issued in the ordinary course of business with respect to routine matters; or (ix) any Contract (other than deposit agreements and certificates of deposits issued to customers entered into in the ordinary course of business and letters of credit) that involves the payment by any of the FCB Companies of amounts aggregating $5,000 or more in any twelve-month period (together with all Contracts referred to in Sections 5.10 and 5.14(a) of this Agreement, the FCB Contracts). FCB has delivered or made available to ANB correct and complete copies of all FCB Contracts. Each of the FCB Contracts is in full force and effect, and none of the FCB Companies is in Default under any FCB Contract. All of the indebtedness of any FCB Company for money borrowed is prepayable at any time by such FCB Company without penalty or premium.

5.16 Legal Proceedings. Except as set forth on Schedule 5.16, there is no Litigation instituted or pending, or, to the Knowledge of FCB or FCB Bank, threatened (or unasserted but considered probable of assertion) against any FCB Company, or against any Asset, interest, or right of any of them, nor are there any Orders of any Regulatory Authorities, other governmental authorities or arbitrators outstanding, pending or, to the Knowledge of FCB or FCB Bank, threatened against any FCB Company. No FCB Company has any Knowledge of any fact or condition presently existing that might give rise to any Order, litigation, investigation or proceeding which, if determined adversely to any FCB Company, would have a Material Adverse Effect on such FCB Company or would materially restrict the right of any FCB Company to carry on its businesses as presently conducted.

5.17 Reports. Since its formation, each FCB Company has timely filed all reports, registrations and statements, together with any amendments required to be made with respect thereto, that it was required to file with (i) the SEC, including but not limited to, Forms 10-KSB, Forms 10-QSB, Forms 8-K, and proxy statements, (ii) other Regulatory Authorities, and (iii) any applicable state securities or banking authorities and all other material reports and statements required to be filed by it, and has paid all fees and assessments due and payable in connection therewith. Except for normal examinations conducted by Regulatory Authorities in the regular course of the business of the FCB Companies, to the Knowledge of any FCB Company, no Regulatory Authority has initiated any proceeding or, to the Knowledge of any FCB Company, investigation into the business or operations of any FCB Company. There is no unresolved violation, criticism or exception by any Regulatory Authority with respect to any report or statement or lien or any examinations of any FCB Company. As of their respective dates, each of such reports, registrations, statements and documents, including the financial statements, exhibits, and schedules thereto, complied in all material respects with all applicable Laws, including without limitation all Securities Laws. As of its respective date, each of such reports, registrations, statements and documents did not, in any material respects, contain any untrue statement of a material fact or omit to state a material fact required to be stated therein or

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necessary to make the statements made therein, in light of the circumstances under which they were made, not misleading. Other than the FCB Call Reports, the financial information and reports contained in each of such reports, registrations, statements and documents (including the related notes, where applicable), (a) has been prepared in all material respects in accordance with GAAP, which principles have been consistently applied during the periods involved, except as otherwise noted therein, (b) fairly presents the financial position of the FCB Companies as of the respective dates thereof, and (c) fairly presents the results of operations of the FCB Companies for the respective periods therein set forth.

5.18 Statements True and Correct. Neither this Agreement nor any statement, certificate, instrument or other writing furnished or to be furnished by any FCB Company or any Affiliate thereof to ANB pursuant to this Agreement, including the Exhibits and Schedules hereto, or any other document, agreement or instrument referred to herein, contains or will contain any untrue statement of material fact or will omit to state a material fact necessary to make the statements therein, in light of the circumstances under which they were made, not misleading. None of the information supplied or to be supplied by any FCB Company or any Affiliate thereof for inclusion in the documents to be prepared by ANB in connection with the transactions provided for in this Agreement, including without limitation (i) documents to be filed with the SEC, including without limitation the Registration Statement on Form S-4 of ANB registering the shares of ANB Common Stock to be offered to the holders of FCB Common Stock, and all amendments thereto (as amended, the S-4 Registration Statement) and the Proxy Statement and Prospectus in the form contained in the S-4 Registration Statement, and all amendments and supplements thereto (as amended and supplemented, the Proxy Statement/Prospectus), (ii) filings pursuant to any state securities and blue sky Laws, and (iii) filings made in connection with the obtaining of Consents from Regulatory Authorities, in the case of the S-4 Registration Statement, at the time the S-4 Registration Statement is declared effective pursuant to the 1933 Act, in the case of the Proxy Statement/Prospectus, at the time of the mailing thereof and at the time of the meeting of stockholders to which the Proxy Statement/Prospectus relates, and in the case of any other documents, the time such documents are filed with a Regulatory Authority and/or at the time they are distributed to stockholders of ANB or FCB, contains or will contain any untrue statement of a material fact or fails to state any material fact required to be stated therein or necessary in order to make the statements therein, in light of the circumstances under which they were made, not misleading. All documents that any FCB Company is responsible for filing with any Regulatory Authority in connection with the transactions provided for herein will comply as to form in all material respects with the provisions of applicable Law.

5.19 Tax and Regulatory Matters. No FCB Company or any Affiliate thereof has taken any action or has any Knowledge of any fact or circumstance that is reasonably likely to (a) prevent the transactions provided for herein, including the Merger, from qualifying as a reorganization within the meaning of Section 368(a) of the IRC, or (b) materially impede or delay receipt of any Consents of Regulatory Authorities referred to in subsection 9.1(b) of this Agreement or result in the imposition of a condition or restriction of the type referred to in the last sentence of such subsection 9.1(b).

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5.20 Offices. The headquarters of each FCB Company and each other office, branch or facility maintained and operated by each FCB Company (including without limitation representative and loan production offices and operations centers) and the locations thereof are listed on Schedule 5.20. None of the FCB Companies maintains any other office or branch or conducts business at any other location, or has applied for or received permission to open any additional office or branch or to operate at any other location.

5.21 Data Processing Systems. The electronic data processing systems and similar systems utilized in processing the work of each of the FCB Companies, including both hardware and software, (a) are supplied by a third party provider; (b) satisfactorily perform the data processing function for which they are presently being used; and (c) are wholly within the possession and control of one of the FCB Companies or its third party provider such that physical access to all software, documentation, passwords, access codes, backups, disks and other data storage devices and similar items readily can be made accessible to and delivered into the possession of ANB or ANB s third party provider.

5.22 Intellectual Property. Each of the FCB Companies owns or possesses valid and binding licenses and other rights to use without additional payment all material patents, copyrights, trade secrets, trade names, service marks, trademarks, computer software and other intellectual property used in its business; and none of the FCB Companies has received any notice of conflict with respect thereto that asserts the rights of others. The FCB Companies have in all material respects performed all the obligations required to be performed by them and are not in default in any material respect under any contract, agreement, arrangement or commitment relating to any of the foregoing. Schedule 5.22 lists all of the trademarks, trade names, licenses and other intellectual property used to conduct the businesses of the FCB Companies. Each of the FCB Companies has taken reasonable precautions to safeguard its trade secrets from disclosure to third-parties.

5.23 Administration of Trust Accounts. FCB Bank does not possess and does not exercise trust powers.

5.24 Advisory Fees. FCB has retained the FCB Financial Advisor to serve as its financial advisor and, as of the Effective Time, shall incur a liability to the FCB Financial Advisor in the amount set forth on Schedule 5.24 (the Advisory Fee) in connection with the Merger. Other than the FCB Financial Advisor and the Advisory Fee, neither FCB nor any of its Subsidiaries nor any of their respective officers or directors has employed any broker or finder or incurred any liability for any broker s fees, commissions or finder s fees in connection with any of the transactions provided for in this Agreement.

5.25 Regulatory Approvals. FCB knows of no reason why all requisite regulatory approvals regarding the Merger should not or cannot be obtained.

5.26 Opinion of Counsel. FCB has no Knowledge of any facts that would preclude issuance of the opinion of counsel referred to in subsection 9.2(d).

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5.27 Repurchase Agreements; Derivatives Contracts. With respect to all agreements currently outstanding pursuant to which any FCB Company has purchased securities subject to an agreement to resell, such FCB Company has a valid, perfected first lien or security interest in the securities or other collateral securing such agreement, and the value of such collateral equals or exceeds the amount of the debt secured thereby. With respect to all agreements currently outstanding pursuant to which any FCB Company has sold securities subject to an agreement to repurchase, no FCB Company has pledged collateral in excess of the amount of the debt secured thereby. No FCB Company has pledged collateral in excess of the amount required under any interest rate swap or other similar agreement currently outstanding. No FCB Company is a party to, nor has any FCB Company agreed to enter into any exchange-traded or over-the-counter swap, forward, future, option, cap, floor, or collar financial contract or agreement, or any other interest rate or foreign currency protection contract not included on its balance sheet which is a financial derivative contract (including various combinations thereof).

5.28 Antitakeover Provisions. Each FCB Company has taken all actions required to exempt such FCB Company, this Agreement and the Merger from any provisions of an antitakeover nature contained in their organizational documents or the provisions of any federal or state antitakeover, fair price, moratorium, control share acquisition or similar laws or regulations (Takeover Laws).

5.29 Transactions with Management. Except for (a) deposits, all of which are on terms and conditions comparable in all material respects to those made available to other nonaffiliated similarly situated customers of FCB Bank at the time such deposits were entered into, (b) the loans listed on Schedule 5.9(a)(ii), (c) the agreements designated on Schedule 5.15, (d) obligations under employee benefit plans of the FCB Companies set forth in Schedule 5.14(a) and (e) any items described on Schedule 5.29, there are no contracts with or commitments to present or former stockholders who own or owned more than 1% of the FCB Common Stock, directors, officers or employees (or their Related Interests) involving the expenditure of more than $1,000 as to any one individual (including any business directly or indirectly controlled by any such person), or more than $5,000 for all such contracts for commitments in the aggregate for all such individuals.

5.30 Deposits. Except as set forth on Schedule 5.30, none of the deposits of FCB Bank are brokered deposits or are subject to any encumbrance, legal restraint or other legal process (other than garnishments, pledges, set off rights, limitations applicable to public deposits, escrow limitations and similar actions taken in the ordinary course of business), and no portion of deposits of FCB Bank represents a deposit of any Affiliate of FCB.

5.31 Accounting Controls. Each of the FCB Companies has devised and maintained systems of internal accounting control sufficient to provide reasonable assurances that: (a) all material transactions are executed in accordance with general or specific authorization of the Board of Directors and the duly authorized executive officers of the applicable FCB Company; (b) all material transactions are recorded as necessary to permit the preparation of financial statements in conformity with GAAP with respect to the applicable FCB Company or any other criteria applicable to such financial statements, and to maintain proper accountability for items therein; (c) access to the material properties and assets of each of the FCB Companies is

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permitted only in accordance with general or specific authorization of the Board of Directors and the duly authorized executive officers; and (d) the recorded accountability for items is compared with the actual levels at reasonable intervals and appropriate actions taken with respect to any differences.

5.32 Deposit Insurance. The deposit accounts of FCB Bank are insured by the FDIC in accordance with the provisions of the Federal Deposit Insurance Act (the Act). FCB Bank has paid all regular premiums and special assessments and filed all reports required under the Act.

5.33 Registration Obligations. Neither of FCB or FCB Bank is under any obligation, contingent or otherwise, which will survive the Merger to register its securities under the 1933 Act or any state securities laws.

ARTICLE 6

REPRESENTATIONS AND WARRANTIES OF ANB

ANB hereby represents and warrants to FCB as follows:

6.1 Organization, Standing and Power. ANB is a corporation duly organized, validly existing, and in good standing under the Laws of the State of Delaware, and has the corporate power and authority to carry on its business as now conducted and to own, lease and operate its Assets and to incur its Liabilities. ANB is duly qualified or licensed to transact business as a foreign corporation in good standing in the states of the United States and foreign jurisdictions where the character of its Assets or the nature or conduct of its business requires it to be so qualified or licensed, except for such jurisdictions in which the failure to be so qualified or licensed is not reasonably likely to have, individually or in the aggregate, a Material Adverse Effect on ANB.

6.2 Authority; No Breach By Agreement.

(a) ANB has the corporate power and authority necessary to execute, deliver and perform its obligations under this Agreement and to consummate the transactions provided for herein. The execution, delivery and performance of this Agreement and the consummation of the transactions provided for herein, including the Merger, have been, or prior to the Effective Time will be, duly and validly authorized by all necessary corporate action on the part of ANB. Subject to required regulatory consents, this Agreement represents a legal, valid and binding obligation of ANB, enforceable against ANB in accordance with its terms.

(b) Neither the execution and delivery of this Agreement by ANB, nor the consummation by ANB of the transactions provided for herein, nor compliance by ANB with any of the provisions hereof, will (i) conflict with or result in a breach of any provision of ANB s Restated Certificate of Incorporation or Bylaws, or (ii) constitute or result in a Default under, or require any Consent pursuant to, or result in the creation of any Lien on any Asset of any ANB Company under, any Contract or Permit of any ANB Company, where failure to obtain such Consent is reasonably likely to have, individually or in the aggregate, a Material Adverse Effect on ANB, or, (iii) subject to receipt of the requisite approvals referred to in subsection 9.1(b) of this Agreement, violate any Law or Order applicable to any ANB Company or any of their respective Assets.

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(c) Other than (i) in connection or compliance with the provisions of the Securities Laws, applicable state corporate and securities Laws, and rules of the NASD, (ii) Consents required from Regulatory Authorities, (iii) notices to or filings with the Internal Revenue Service or the Pension Benefit Guaranty Corporation with respect to any employee benefit plans, and (iv) Consents, filings or notifications which, if not obtained or made, are not reasonably likely to have, individually or in the aggregate, a Material Adverse Effect on ANB, no notice to, filing with or Consent of, any public body or authority is necessary for the consummation by ANB of the Merger and the other transactions provided for in this Agreement.

6.3 Capital Stock. The authorized capital stock of ANB, as of the date of this Agreement, consists of (i) 50,000,000 shares of ANB Common Stock, of which 17,103,578 shares are issued and outstanding, and (ii) 100,000 shares of preferred stock, $1.00 par value per share, none of which is issued and outstanding. All of the issued and outstanding shares of ANB Common Stock are, and all of the shares of ANB Common Stock to be issued in exchange for shares of FCB Common Stock upon consummation of the Merger, when issued in accordance with the terms of this Agreement, will be, duly and validly issued and outstanding and fully paid and nonassessable under the DGCL. None of the outstanding shares of ANB Common Stock has been, and none of the shares of ANB Common Stock to be issued in exchange for shares of FCB Common Stock upon consummation of the Merger will be, issued in violation of any preemptive rights of the current or past stockholders of ANB.

6.4 Reports and Financial Statements.

(a) Since January 1, 2002, or the date of organization or acquisition if later, each ANB Company has filed all reports and statements, together with any amendments required to be made with respect thereto, that it was required to file with (i) the SEC, including, but not limited to, Forms 10-K, Forms 10-Q, Forms 8-K, and proxy statements, (ii) other Regulatory Authorities, and (iii) any applicable state securities or banking authorities. As of their respective dates, each of such reports and documents, including the ANB Financial Statements, exhibits, and schedules thereto, complied in all material respects with all applicable Laws, including without limitation Securities Laws. As of its respective date, each such report and document did not contain any untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements made therein, in light of the circumstances under which they were made, not misleading. The ANB Financial Statements included in such reports (as of the dates thereof and for the periods covered thereby) (i) are or if dated after the date of this Agreement, will be, in accordance with the books and records of the ANB Companies, which are or will be, as the case may be, complete and correct and which have been or will have been, as the case may be, maintained in accordance with good business practices, and (ii) present, or will present, fairly the consolidated financial position of the ANB Companies as of the dates indicated and the consolidated results of operations, changes in stockholders equity, and cash flows of the ANB Companies for the periods indicated, in accordance with GAAP (subject to exceptions as to consistency specified therein or as may be indicated in the notes thereto or, in the case of interim financial statements, to normal year-end adjustments that are not material).

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(b) PricewaterhouseCoopers LLP is and has been (i) since October 22, 2003, a registered public accounting firm (as defined in Section 2(a)(12) of the Sarbanes-Oxley Act of 2002, and (ii) throughout the periods covered by the financial statements filed with the SEC by ANB, independent with respect to ANB within the meaning of Regulation S-X under the 1934 Act.

(c) ANB and its Subsidiaries have designed and maintain a system of internal control over financial reporting (as defined in Rules 13a-15(f) and 15d-15(f) under the 1934 Act) sufficient to provide reasonable assurances regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with GAAP. Since June 30, 2005, there has not been any material change in the internal controls utilized by ANB to assure that its consolidated financial statements conform with GAAP. ANB has designed and maintains disclosure controls and procedures (as defined by Rules 13a-15(e) and 15d-15(e) under the 1934 Act) to ensure that material information required to be disclosed by ANB in the reports that it files or submits under the 1934 Act is recorded, processed, summarized and reported within the time periods specified in the SEC s rules and forms and is accumulated and communicated to ANB s management as appropriate to allow timely decisions regarding required disclosures and to allow ANB s management to make the certifications of the Chief Executive Officer and Chief Financial Officer of ANB required under the 1934 Act.

6.5 Absence of Undisclosed Liabilities. No ANB Company has any Liabilities that are reasonably likely to have, individually or in the aggregate, a Material Adverse Effect on ANB, except Liabilities accrued or reserved against in the consolidated balance sheets of ANB as of September 30, 2005, included in the ANB Financial Statements or reflected in the notes thereto. No ANB Company has incurred or paid any Liability since September 30, 2005, except for such Liabilities incurred or paid in the ordinary course of business consistent with past business practice and which are not reasonably likely to have, individually or in the aggregate, a Material Adverse Effect on ANB.

6.6 Absence of Certain Changes or Events. Since September 30, 2005: (i) there have been no events, changes or occurrences that have had, or are reasonably likely to have, individually or in the aggregate, a Material Adverse Effect on ANB, (ii) the ANB Companies have not taken any action, or failed to take any action, prior to the date of this Agreement, which action or failure, if taken after the date of this Agreement, would represent or result in a material breach or violation of any of the covenants and agreements of ANB provided in Article 7 of this Agreement, and (iii) to ANB s Knowledge, no fact or condition exists which ANB believes will cause a Material Adverse Effect on ANB in the future, subject to changes in general economic or industry conditions.

6.7 Compliance with Laws. ANB is duly registered as a bank holding company under the BHC Act. Each ANB Company has in effect all Permits necessary for it to own, lease or operate its Assets and to carry on its business as now conducted, except for those Permits the absence of which are not reasonably likely to have, individually or in the aggregate, a Material Adverse Effect on ANB, and there has occurred no Default under any such Permit. None of the ANB Companies:

(a) is in material violation of any Laws, Orders or Permits applicable to its business or employees conducting its business; or

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(b) has received any notification or communication from any agency or department of federal, state or local government or any Regulatory Authority or the staff thereof (i) asserting that any ANB Company is not in compliance with any of the Laws or Orders that such governmental authority or Regulatory Authority enforces, (ii) threatening to revoke any Permits, or (iii) requiring any ANB Company to enter into or consent to the issuance of a cease and desist order, formal agreement, directive, commitment or memorandum of understanding, or to adopt any board resolution or similar undertaking, that restricts materially the conduct of its business, or in any manner relates to its capital adequacy, its credit or reserve policies, its management or the payment of dividends.

6.8 Material Contracts. ANB has filed as an exhibit to its annual report on Form 10-K each Contract required to be so filed under the 1934 Act and the rules and regulations promulgated thereunder. None of the ANB Companies is in Default under any ANB Contract, other than Defaults which are not reasonably likely to have, individually or in the aggregate, a Material Adverse Effect on ANB.

6.9 Legal Proceedings. Except as set forth on Schedule 6.9, there is no Litigation instituted or pending, or, to the Knowledge of ANB, threatened (or unasserted but considered probable of assertion) against any ANB Company, or against any Asset, interest, or right of any of them, that is reasonably likely to have, individually or in the aggregate, a Material Adverse Effect on ANB, nor are there any Orders of any Regulatory Authorities, other governmental authorities or arbitrators outstanding against any ANB Company, that are reasonably likely to have, individually or in the aggregate, a Material Adverse Effect on ANB.

6.10 Statements True and Correct. No statement, certificate, instrument or other writing furnished or to be furnished by any ANB Company or any Affiliate thereof to FCB pursuant to this Agreement, including the Exhibits or Schedules hereto, or any other document, agreement or instrument referred to herein contains or will contain any untrue statement of material fact or will omit to state a material fact necessary to make the statements therein, in light of the circumstances under which they were made, not misleading. None of the information supplied or to be supplied by any ANB Company or any Affiliate thereof for inclusion in the Proxy Statement/Prospectus to be mailed to FCB s stockholders in connection with the FCB Stockholders Meeting, and any other documents to be filed by an ANB Company or any Affiliate thereof with the SEC or any other Regulatory Authority in connection with the transactions provided for herein, will, at the respective time such documents are filed, and with respect to the Proxy Statement/Prospectus, when first mailed to the stockholders of FCB, be false or misleading with respect to any material fact, or omit to state any material fact necessary to make the statements therein, in light of the circumstances under which they were made, not misleading. All documents that any ANB Company or any Affiliate thereof is responsible for filing with any Regulatory Authority in connection with the transactions provided for herein will comply as to form in all material respects with the provisions of applicable Law.

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6.11 Tax and Regulatory Matters. No ANB Company or any Affiliate thereof has taken any action or has any Knowledge of any fact or circumstance that is reasonably likely to (i) prevent the transactions contemplated hereby, including the Merger, from qualifying as a reorganization within the meaning of Section 368(a) of the IRC, or (ii) materially impede or delay receipt of any Consents of Regulatory Authorities referred to in subsection 9.1(b) of this Agreement or result in the imposition of a condition or restriction of the type referred to in the last sentence of such subsection.

6.12 1934 Act Compliance. The Proxy Statement/Prospectus will comply in all material respects with applicable provisions of the 1933 Act and the 1934 Act and the rules and regulations thereunder.

6.13 Regulatory Approvals. ANB knows of no reason why all requisite regulatory approvals regarding the Merger should not or cannot be obtained.

6.14 Opinion of Counsel. ANB has no Knowledge of any facts that would preclude issuance of the opinion of counsel referred to in subsection 9.3(d).

ARTICLE 7

CONDUCT OF BUSINESS PENDING CONSUMMATION

7.1 Covenants of Both Parties.

(a) Unless the prior written consent of the other Party shall have been obtained, and except as otherwise expressly provided for herein, each Party, until the earlier of the Effective Date or the termination of this Agreement, shall and shall cause each of its Subsidiaries to (i) conduct its business in the usual, regular and ordinary course consistent with past practice and prudent banking principles, (ii) preserve intact its business organization, goodwill, relationships with depositors, customers and employees, and Assets and maintain its rights and franchises, and (iii) take no action, except as required by applicable Law, which would (A) adversely affect the ability of any Party to obtain any Consents required for the transactions provided for herein without imposition of a condition or restriction of the type referred to in the last sentences of subsections 9.1(b) or 9.1(c) of this Agreement or (B) adversely affect the ability of any Party to perform its covenants and agreements under this Agreement.

(b) During the period from the date of this Agreement to the earlier of the Effective Time or the termination of this Agreement, each of ANB and FCB shall cause its Designated Representative (and, if necessary, representatives of any of its Subsidiaries) to confer on a regular and frequent basis with the Designated Representative of the other Party hereto and to report on the general status of its and its Subsidiaries ongoing operations. Each of ANB and FCB shall permit the other Party hereto to make such investigation of its business or properties and its Subsidiaries and of their respective financial and legal conditions as the investigating Party may reasonably request. Each of ANB and FCB shall promptly notify the other Party hereto concerning (a) any material change in the normal course of its or any of its Subsidiaries businesses or in the operation of their respective properties or in their respective conditions; (b) any material governmental complaints, investigations or hearings (or communications indicating that the same may be contemplated) or the institution or the threat of any material

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Litigation involving it or any of its Subsidiaries; and (c) the occurrence or impending occurrence of any event or circumstance that would cause or constitute a breach of any of the representations, warranties or covenants contained herein; and each of ANB and FCB shall, and shall cause each of their respective Subsidiaries to, use its commercially reasonable efforts to prevent or promptly respond to same.

7.2 Covenants of FCB. From the date of this Agreement until the earlier of the Effective Time or the termination of this Agreement, FCB covenants and agrees that it will not do or agree or commit to do, or permit any of its Subsidiaries to do or agree or commit to do, any of the following without the prior written consent of the chief executive officer, president or chief financial officer of ANB, which consent shall not be unreasonably withheld, except for in connection with the actions referenced in sub-sections (ii), (iv) or (v), in which case such consent may be withheld for any reason or no reason:

(i) amend the Articles of Incorporation, Bylaws or other governing instruments of any FCB Company; or

(ii) incur any additional debt obligation or other obligation for borrowed money except in the ordinary course of the business of FCB Subsidiaries consistent with past practices (which shall include, for FCB Subsidiaries that are depository institutions, creation of deposit liabilities, purchases of federal funds, sales of certificates of deposit, advances from the FRB or the Federal Home Loan Bank, entry into repurchase agreements fully secured by U.S. government or agency securities and issuances of letters of credit), or impose, or suffer the imposition, on any share of stock held by any FCB Company of any Lien or permit any such Lien to exist; or

(iii) repurchase, redeem or otherwise acquire or exchange, directly or indirectly, any shares, or any securities convertible into any shares, of the capital stock of any FCB Company, or declare or pay any dividend or make any other distribution in respect of FCB s capital stock; or

(iv) except for this Agreement or as required upon exercise of any of the FCB Options, issue, sell, pledge, encumber, enter into any Contract to issue, sell, pledge, or encumber, authorize the issuance of, or otherwise permit to become outstanding, any additional shares of FCB Common Stock or any other capital stock of any FCB Company, or any stock appreciation rights, or any option, warrant, conversion or other right to acquire any such stock, or any security convertible into any shares of such stock; or

(v) adjust, split, combine or reclassify any capital stock of any FCB Company or issue or authorize the issuance of any other securities with respect to or in substitution for shares of its capital stock or sell, lease, mortgage or otherwise encumber any shares of capital stock of any FCB Subsidiary or any Asset other than in the ordinary course of business for reasonable and adequate consideration; or

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(vi) acquire any direct or indirect equity interest in any Person, other than in connection with (a) foreclosures in the ordinary course of business and (b) acquisitions of control by a depository institution Subsidiary in its fiduciary capacity; or

(vii) grant any increase in compensation or benefits to the directors, officers or employees of any FCB Company, except in accordance with past practices with respect to employees; pay any bonus except in accordance with past practices and pursuant to the provisions of an applicable program or plan adopted by the FCB Board prior to the date of this Agreement; or enter into or amend any severance or change in control agreements with directors, officers or employees of any FCB Company; or

(viii) enter into or amend any employment Contract between any FCB Company and any Person (unless such amendment is required by Law) that the FCB Company does not have the unconditional right to terminate without Liability (other than Liability for services already rendered), at any time on or after the Effective Time; or

(ix) adopt any new employee benefit plan of any FCB Company or make any material change in or to any existing employee benefit plans of any FCB Company other than any such change that is required by Law or that, in the opinion of counsel, is necessary or advisable to maintain the tax qualified status of any such plan; or

(x) make any material change in any accounting methods or systems of internal accounting controls, except as may be appropriate to conform to changes in regulatory accounting requirements or GAAP; or

(xi) (a) commence any Litigation other than in accordance with past practice, (b) settle any Litigation involving any Liability of any FCB Company for material money damages or restrictions upon the operations of any FCB Company, or, (c) except in the ordinary course of business, modify, amend or terminate any material Contract or waive, release, compromise or assign any material rights or claims; or

(xii) enter into any material transaction or course of conduct not in the ordinary course of business, or not consistent with safe and sound banking practices, or not consistent with applicable Laws; or

(xiii) fail to file timely any report required to be filed by it with any Regulatory Authority; or

(xiv) make any Loan or advance to any 5% stockholder, director or officer of FCB or any of the FCB Subsidiaries, or any member of the immediate family of the foregoing, or any Related Interest (to the Knowledge of FCB or any of its Subsidiaries) of any of the foregoing, except for advances under unfunded loan commitments in existence on the date of this Agreement and specifically described on Schedule 7.2(xiv) or renewals of any Loan or advance outstanding as of the date of this Agreement on terms and conditions substantially similar to the original Loan or advance; or

(xv) cancel without payment in full, or modify in any material respect any Contract relating to, any loan or other obligation receivable from any 5% stockholder,

director or officer of any FCB Company or any member of the immediate family of the foregoing, or any Related Interest (to the Knowledge of FCB or any of its Subsidiaries) of any of the foregoing; or

(xvi) enter into any Contract for services or otherwise with any of the 5% stockholders, directors, officers or employees of any FCB Company or any member of the immediate family of the foregoing, or any Related Interest (Known to FCB or any of its Subsidiaries) of any of the foregoing; or

(xvii) modify, amend or terminate any material Contract or waive, release, compromise or assign any material rights or claims, except in the ordinary course of business and for fair consideration; or

(xviii) file any application to relocate or terminate the operations of any banking office; or

(xix) except in accordance with applicable Law, change its or any of its Subsidiaries lending, investment, liability management and other material banking policies in any material respect; or

(xx) intentionally take any action that would reasonably be expected to jeopardize or delay the receipt of any of the regulatory approvals required in order to consummate the transactions provided for in this Agreement; or

(xxi) take any action that would cause the transactions provided for in this Agreement to be subject to requirements imposed by any Takeover Law, and FCB shall take all necessary steps within its control to exempt (or ensure the continued exemption of) the transactions provided for in this Agreement from, or if necessary challenge the validity or applicability of, any applicable Takeover Law, as now or hereafter in effect; or

(xxii) make or renew any Loan to any Person (including, in the case of an individual, his or her immediate family) who or that (directly or indirectly as though a Related Interest or otherwise) owes, or would as a result of such Loan or renewal owe, any FCB Company more than an aggregate of $2,000,000 of secured indebtedness or more than $250,000 of unsecured indebtedness; or

(xxiii) increase or decrease the rate of interest paid on time deposits or on certificates of deposit, except in a manner and pursuant to policies consistent with FCB and FCB Bank s past policies; or

(xxiv) purchase or otherwise acquire any investment securities for its own account having an average remaining life to maturity greater than five years (except for municipal bonds of any maturity after consultation by a Designated Representative of FCB with a Designated Representative of ANB), or any asset-backed security, other than those issued or guaranteed by the Government National Mortgage Association, the Federal National Mortgage Association or Home Loan Mortgage Corporation; or

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(xxv) except for residential real property owned by and reflected on the books of FCB or FCB Bank as of the date hereof, the sale of which will not result in a material loss, sell, transfer, convey or otherwise dispose of any real property (including other real estate owned) or interests therein having a book value in excess of or in exchange for consideration in excess of $50,000; or

(xxvi) make or commit to make any capital expenditures individually in excess of $50,000, or in the aggregate in excess of $100,000.

7.3 Covenants of ANB. From the date of this Agreement until the earlier of the Effective Time or the termination of this Agreement, ANB covenants and agrees that it will not do or agree or commit to do, or permit any of its Subsidiaries to do or agree or commit to do, any of the following without the prior written consent of the chief executive officer, president or chief financial officer of FCB, which consent shall not be unreasonably withheld:

(a) fail to file timely any report required to be filed by it with Regulatory Authorities, including the SEC; or

(b) take any action that would cause the ANB Common Stock to cease to be traded on the NASDAQ or another national securities exchange; provided, however, that any action or transaction in which the ANB Common Stock is converted into cash or another marketable security that is traded on a national securities exchange shall not be deemed a violation of this Section 7.3(b).

7.4 Adverse Changes in Condition. Each Party agrees to give written notice promptly to the other Party upon becoming aware of the occurrence or impending occurrence of any event or circumstance relating to it or any of its Subsidiaries that (a) is reasonably likely to have, individually or in the aggregate, a Material Adverse Effect on it or (b) would cause or constitute a material breach of any of its representations, warranties or covenants contained herein, and to use its commercially reasonable efforts to prevent or promptly to remedy the same.

7.5 Reports. Each Party and its Subsidiaries shall file all reports required to be filed by it with Regulatory Authorities between the date of this Agreement and the Effective Time, and FCB shall deliver to ANB copies of all such reports filed by FCB or its Subsidiaries promptly after the same are filed.

7.6 Acquisition Proposals.

(a) FCB shall not, nor shall it permit any of its Subsidiaries to, nor shall it or its Subsidiaries authorize or permit any of their respective officers, directors, employees, representatives or agents to, directly or indirectly, (i) solicit, initiate or knowingly encourage (including by way of furnishing non-public information) any inquiries regarding, or the making of any proposal which constitutes, any Acquisition Proposal, (ii) enter into any letter of intent or agreement related to any Acquisition Proposal other than a confidentiality agreement (each, an Acquisition Agreement) or (iii) participate in any discussions or negotiations regarding, or take any other action knowingly to facilitate any inquiries or the making of any proposal that constitutes, or that would reasonably be expected to lead to, any Acquisition Proposal; provided, however, that if, at any time prior to the FCB Stockholders Meeting, and without any breach of

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the terms of this Section 7.6(a), FCB receives an Acquisition Proposal from any Person that in the good faith judgment of the FCB Board is, or is reasonably likely to lead to the delivery of, a Superior Proposal, FCB may (x) furnish information (including non-public information) with respect to FCB to any such Person pursuant to a confidentiality agreement containing confidentiality provisions no more favorable to such Person than those in the Confidentiality Agreement between ANB and FCB, and (y) participate in negotiations with such Person regarding such Acquisition Proposal, if the FCB Board determines in good faith, after consultation with counsel, that failure to do so would likely result in a violation of its fiduciary duties under applicable Law.

(b) Except as set forth in Section 10.1(k), neither the FCB Board nor any committee thereof shall (i) withdraw or modify, or propose to withdraw or modify, in a manner adverse to ANB, the approval or recommendation by the FCB Board or such committee of the Merger or this Agreement; (ii) approve or recommend, or propose to approve or recommend, any Acquisition Proposal; or (iii) authorize or permit FCB or any of its Subsidiaries to enter into any Acquisition Agreement.

(c) FCB agrees that it and its Subsidiaries shall, and FCB shall direct its and its Subsidiaries respective officers, directors, employees, representatives and agents to, immediately cease and cause to be terminated any activities, discussions or negotiations with any Persons with respect to any Acquisition Proposal. FCB agrees that it will notify ANB promptly (but no later than 24 hours) if, to FCB s Knowledge, any Acquisition Proposal is received by, any information is requested from, or any discussions or negotiations relating to an Acquisition Proposal are sought to be initiated or continued with, FCB, its Subsidiaries, or their officers, directors, employees, representatives or agents. The notice shall indicate the name of the Person making such Acquisition Proposal or taking such action and the material terms and conditions of any proposals or offers, and thereafter FCB shall keep ANB informed, on a current basis, of the status and terms of any such proposals or offers and the status of any such discussions or negotiations. FCB also agrees that it will promptly request each Person that has heretofore executed a confidentiality agreement in connection with any Acquisition Proposal to return or destroy all confidential information heretofore furnished to such Person by or on behalf of it or any of its Subsidiaries.

7.7 NASDAQ Qualification. ANB shall, prior to the Effective Time, take commercially reasonable steps to ensure that all ANB Common Stock to be issued in the Merger is designated as a NASDAQ national market system security within the meaning of Rule 11Aa2-1 of the SEC.

ARTICLE 8

ADDITIONAL AGREEMENTS

1.1 Regulatory Matters.

(a) ANB shall promptly prepare and file the S-4 Registration Statement with the SEC after the date hereof. ANB shall use its commercially reasonable efforts to have the S-4 Registration Statement declared effective under the 1933 Act as promptly as practicable after such filing. Once the S-4 Registration Statement has been declared effective by the SEC, FCB

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shall mail the Proxy Statement/Prospectus to its stockholders simultaneously with delivery of notice of the meeting of stockholders called to approve the Merger. ANB shall also use its commercially reasonable efforts to obtain all necessary state securities Law or Blue Sky permits and approvals required to carry out the transaction provided for in this Agreement, and FCB shall furnish all information concerning FCB and the holders of FCB Common Stock as may be requested in connection with any such action. If at any time prior to the Effective Time of the Merger any event shall occur which should be set forth in an amendment of, or a supplement to, the Proxy Statement/Prospectus, FCB will promptly inform ANB and cooperate and assist ANB in preparing such amendment or supplement and mailing the same to the stockholders of FCB. Subject to Section 10.1(k) of this Agreement, the FCB Board shall recommend that the holders of FCB Common Stock vote for and adopt the Merger provided for in the Proxy Statement/Prospectus and this Agreement.

(b) The Parties shall cooperate with each other and use their commercially reasonable efforts to promptly prepare and file all necessary documentation, to effect all applications, notices, petitions and filings and to obtain as promptly as practicable all Consents of all third parties and Regulatory Authorities which are necessary or advisable to consummate the transactions provided for in this Agreement. ANB and FCB shall have the right to review in advance, and to the extent practicable each will consult the other on, in each case subject to applicable Laws relating to the exchange of information, all the information relating to ANB or FCB, as the case may be, and any of their respective Subsidiaries, which appear in any filing made with, or written materials submitted to, any third party or any Regulatory Authority in connection with the transactions provided for in this Agreement. In exercising the foregoing right, each of the Parties hereto shall act reasonably and as promptly as practicable. The Parties hereto agree that they will consult with each other with respect to the obtaining of all Permits and Consents, approvals and authorizations of all third parties and Regulatory Authorities necessary or advisable to consummate the transactions provided for in this Agreement, and each Party will keep the other apprised of the status of matters relating to completion of the transactions provided for in this Agreement.

(c) ANB and FCB shall, upon request, furnish each other all information concerning themselves, their Subsidiaries, directors, officers and stockholders and such other matters that may be reasonably necessary or advisable in connection with the Proxy Statement/Prospectus, the S-4 Registration Statement or any other statement, filing, notice or application made by or on behalf of ANB, FCB or any of their Subsidiaries to any Regulatory Authority in connection with the Merger and the other transactions provided for in this Agreement.

(d) ANB and FCB shall promptly furnish each other with copies of all applications, notices, petitions and filings with all Regulatory Authorities, and all written communications received by ANB or FCB, as the case may be, or any of their respective Subsidiaries, Affiliates or associates from, or delivered by any of the foregoing to, any Regulatory Authority, in respect of the transactions provided for herein.

(e) ANB will indemnify and hold harmless FCB and its officers, directors and employees from and against any and all actions, causes of actions, losses, damages, expenses or Liabilities to which any such entity, or any director, officer, employee or controlling person thereof, may become subject under applicable Laws (including the 1933 Act and the 1934 Act)

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and rules and regulations thereunder and will reimburse FCB, and any such director, officer, employee or controlling person for any legal or other expenses reasonably incurred in connection with investigating or defending any actions, whether or not resulting in liability, insofar as such losses, damages, expenses, liabilities or actions arise out of or are based upon any untrue statement or alleged untrue statement of a material fact contained in the Registration Statement, Proxy Statement/Prospectus or any application, notice, petition, or filing with any Regulatory Authority or arise out of or are based upon the omission or alleged omission to state therein a material fact required to be stated therein, or necessary in order to make the statement therein not misleading, but only insofar as any such statement or omission was made in reliance upon and in conformity with information furnished in writing in connection therewith by any ANB Company.

(f) FCB will indemnify and hold harmless ANB and its officers, directors and employees from and against any and all actions, causes of actions, losses, damages, expenses or Liabilities to which any such entity, or any director, officer, employee or controlling person thereof, may become subject under applicable Laws (including the 1933 Act and the 1934 Act) and rules and regulations thereunder and will reimburse ANB, and any such director, officer, employee or controlling person for any legal or other expenses reasonably incurred in connection with investigating or defending any actions, whether or not resulting in liability, insofar as such losses, damages, expenses, liabilities or actions arise out of or are based upon any untrue statement or alleged untrue statement of a material fact contained in the Registration Statement, Proxy Statement/Prospectus or any application, notice, petition, or filing with any Regulatory Authority or arise out of or are based upon the omission or alleged omission to state therein a material fact required to be stated therein, or necessary in order to make the statement therein not misleading, but only insofar as any such statement or omission was made in reliance upon and in conformity with information furnished in writing in connection therewith by any FCB Company.

8.2 Access to Information.

(a) From the date of this Agreement until the earlier of the Effective Time or the termination of this Agreement, upon reasonable notice and subject to applicable Laws relating to the exchange of information, ANB and FCB shall, and shall cause each of their respective Subsidiaries to, afford to the officers, employees, accountants, counsel and other representatives of the other access to all its properties, books, contracts, commitments and records and, during such period, each of ANB and FCB shall, and shall cause each of their respective Subsidiaries to, make available to the other (i) a copy of each report, schedule, registration statement and other document filed or received by it during such period pursuant to the requirements of the Securities Laws or federal or state banking Laws (other than reports or documents which such Party is not permitted to disclose under applicable Law, in which case such Party shall notify the other Party of the nondisclosure and the nature of such information) and (ii) also other information concerning its business, properties and personnel as the other party may reasonably request.

(b) All information furnished by ANB to FCB or its representatives pursuant hereto shall be treated as the sole property of ANB and, if the Merger shall not occur, FCB and its representatives shall return to ANB all of such written information and all documents, notes, summaries or other materials containing, reflecting or referring to, or derived from, such information. FCB shall, and shall use its commercially reasonable efforts to cause its

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representatives to, keep confidential all such information, and shall not directly or indirectly use such information for any competitive or other commercial purpose. The obligation to keep such information confidential shall continue for five years from the date the proposed Merger is abandoned and shall not apply to (i) any information which (x) was already in FCB s possession prior to the disclosure thereof by ANB; (y) was then generally known to the public; or (z) was disclosed to FCB by a third party not bound by an obligation of confidentiality, or (ii) disclosures made as required by Law.

(c) All information furnished by FCB or its Subsidiaries to ANB or its representatives pursuant hereto shall be treated as the sole property of FCB and, if the Merger shall not occur, ANB and its representatives shall return to FCB all of such written information and all documents, notes, summaries or other materials containing, reflecting or referring to, or derived from, such information. ANB shall, and shall use its commercially reasonable efforts to cause its representatives to, keep confidential all such information, and shall not directly or indirectly use such information for any competitive or other commercial purpose. The obligation to keep such information confidential shall continue for five years from the date the proposed Merger is abandoned and shall not apply to (i) any information which (x) was already in ANB s possession prior to the disclosure thereof by FCB or any of its Subsidiaries; (y) was then generally known to the public; or (z) was disclosed to ANB by a third party not bound by an obligation of confidentiality, or (ii) disclosures made as required by Law.

(d) No investigation by either of the parties or their respective representatives shall affect the representations and warranties of the other set forth herein.

8.3 Efforts to Consummate. Subject to the terms and conditions of this Agreement, each of FCB and ANB shall use its commercially reasonable efforts to take, or cause to be taken, all actions, and to do, or cause to be done, all things necessary, proper or advisable under applicable Laws to consummate and make effective, as soon as practicable after the date of this Agreement, the transactions provided for in this Agreement, including without limitation obtaining of all of the Consents and satisfying the conditions contained in Article 9 hereof.

8.4 FCB Stockholders Meeting. FCB shall call a meeting of its stockholders (the FCB Stockholders Meeting) to be held as soon as reasonably practicable after the date the S-4 Registration Statement is declared effective by the SEC for the purpose of voting upon this Agreement and such other related matters as it deems appropriate. In connection with the FCB Stockholders Meeting, (a) FCB shall prepare with the assistance of ANB a notice of meeting; (b) ANB shall furnish all information concerning it that FCB may reasonably request in connection with conducting the FCB Stockholders Meeting; (c) ANB shall prepare and furnish to FCB, for printing, copying and for distribution to FCB s stockholders at FCB s expense, the form of the Proxy Statement/Prospectus; (d) FCB shall furnish all information concerning it that ANB may reasonably request in connection with preparing the Proxy Statement/Prospectus; (e) subject to Section 10.1(k) of this Agreement, the FCB Board shall recommend to its stockholders the approval of this Agreement; and (f) FCB shall use its best efforts to obtain its stockholders approval. The Parties will use their commercially reasonable efforts to prepare a preliminary draft of the Proxy Statement/Prospectus within 30 days of the date of this Agreement, and will consult with one another on the form and content of the Proxy Statement/Prospectus (including the presentation of draft copies of such proxy materials to the

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other) prior to filing with the SEC and delivery to FCB s stockholders. FCB will use its commercially reasonable efforts to deliver notice of the Stockholders Meeting and the Proxy Statement/Prospectus as soon as practicable after the S-4 Registration Statement has been declared effective by the SEC.

8.5 Certificate of Objections. As soon as practicable (but in no event more than three (3) business days) after the FCB Stockholders Meeting, FCB shall deliver to ANB a certificate of the Secretary of FCB containing the names of the stockholders of FCB that both (a) gave written notice prior to the taking of the vote on this Agreement at the FCB Stockholders Meeting that they dissent from the Merger, and (b) voted against approval of this Agreement or abstained from voting with respect to the approval of this Agreement (Certificate of Objections). The Certificate of Objections shall include the number of shares of FCB Common Stock held by each such stockholder and the mailing address of each such stockholder.

8.6 Publicity. Neither ANB nor FCB shall, or shall permit any of their respective Subsidiaries or affiliates to issue or cause the publication of any press release or other public announcement with respect to, or otherwise make any public disclosure concerning, the transactions provided for in this Agreement without the consent of the other Party, which consent will not be unreasonably withheld; provided, however, that nothing in this Section 8.6 shall be deemed to prohibit any Party from making any disclosure which it deems necessary or advisable, with the advice of counsel, in order to satisfy such Party s disclosure obligations imposed by Law or the rules of NASDAQ.

8.7 Expenses. All costs and expenses incurred in connection with the transactions provided for in this Agreement, including without limitation, registration fees, printing fees, mailing fees, attorneys fees, accountants fees, other professional fees and costs related to expenses of officers and directors of FCB and the FCB Companies, shall be paid by the party incurring such costs and expenses; provided, however, without the consent of ANB, all such costs and expenses incurred by FCB and the FCB Companies shall not exceed $85,000 in the aggregate, exclusive of the Advisory Fee, FCB s expenses contemplated by Section 8.12 and 9.2(f) below, and the adjustments contemplated by Section 8.14 below. Each Party hereby agrees to and shall indemnify the other Party against any liability arising from any such fee or payment incurred by such Party. Nothing contained herein shall limit either Party s rights under Article 10 to recover any damages arising out of a Party s willful breach of any provision of this Agreement.

8.8 Failure to Close.

(a) ANB expressly agrees to consummate the transactions provided for herein upon the completion of all conditions to Closing and shall not take any action reasonably calculated to prevent the Closing and shall not unreasonably delay any action reasonably required to be taken by it to facilitate the Closing.

(b) FCB expressly agrees to consummate the transactions provided for herein upon the completion of all conditions to Closing and shall not take any action reasonably calculated to prevent the Closing and shall not unreasonably delay any action reasonably required to be taken by it to facilitate the Closing.

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8.9 Fairness Opinion. The FCB Board has engaged Keefe, Bruyette & Woods, Inc. (the FCB Financial Advisor) to act as advisor to the FCB Board during the transaction and to opine separately as to the fairness from a financial point of view of the total consideration to the FCB shareholders. FCB has received from the FCB Financial Advisor an opinion that, as of the date hereof, the total consideration to the FCB shareholders is fair to the shareholders of FCB from a financial point of view. FCB may elect to have the final fairness opinion updated immediately prior to the Effective Time in order to account for any Material Adverse Effect that may have occurred with regard to ANB.

8.10 Tax Treatment. Each of the Parties undertakes and agrees to use its commercially reasonable efforts to cause the Merger, and to take no action which would cause the Merger not to qualify as a reorganization within the meaning of Section 368(a) of the IRC for federal income tax purposes.

8.11 Agreement of Affiliates. FCB has disclosed on Schedule 8.11 each Person whom it reasonably believes is an affiliate of FCB for purposes of Rule 145 under the 1933 Act. FCB shall cause each such Person to deliver to ANB not later than 30 days after the date of this Agreement a written agreement, substantially in the form of Exhibit B providing that such Person will not sell, pledge, transfer, or otherwise dispose of the shares of FCB Common Stock held by such Person except as contemplated by such agreement or by this Agreement and will not sell, pledge, transfer, or otherwise dispose of the shares of ANB Common Stock to be received by such Person upon consummation of the Merger, except in compliance with applicable provisions of the 1933 Act and the rules and regulations thereunder (and ANB shall be entitled to place restrictive legends upon certificates for shares of ANB Common Stock issued to affiliates of FCB pursuant to this Agreement to enforce the provisions of this Section 8.11). ANB shall not be required to maintain the effectiveness of the Registration Statement under the 1933 Act for the purposes of resale of ANB Common Stock by such affiliates.

8.12 Environmental Audit; Title Policy; Survey.

(a) At the election of ANB, FCB will procure and deliver, at FCB s expense, with respect to each parcel of real property that any of the FCB Companies owns, leases, subleases or is obligated to purchase, at least thirty (30) days prior to the Effective Time, whatever environmental audits as ANB may request, which audits shall be reasonably acceptable to and shall be conducted by a firm reasonably acceptable to ANB.

(b) At the election of ANB, FCB will, at FCB s expense, with respect to each parcel of real property that FCB or FCB Bank owns, leases, subleases or is obligated to purchase, procure and deliver to ANB, at least thirty (30) days prior to the Effective Time, a commitment to issue title insurance in such amounts and by such insurance company reasonably acceptable to ANB, which policy shall be free of all material Liens and exceptions to ANB s reasonable satisfaction.

(c) At the election of ANB, with respect to each parcel of real property as to which a title insurance policy is to be procured pursuant to subsection (b) above, FCB, at FCB s expense, will procure and deliver to ANB at least thirty (30) days prior to the Effective Time, a survey of such real property, which survey shall be reasonably acceptable to and shall be prepared by a

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licensed surveyor reasonably acceptable to ANB, disclosing the locations of all improvements, easements, sidewalks, roadways, utility lines and other matters customarily shown on such surveys and showing access affirmatively to public streets and roads and providing the legal description of the property in a form suitable for recording and insuring the title thereof. Such surveys shall not disclose any survey defect or encroachment from or onto such real property that has not been cured or insured over prior to the Effective Time. In addition, FCB shall deliver to ANB a complete legal description for each parcel of real estate or interest owned, leased or subleased by any FCB Company or in which any FCB Company has any ownership or leasehold interest.

8.13 Compliance Matters. Prior to the Effective Time, FCB shall take, or cause to be taken, all commercially reasonable steps requested by ANB to cure any deficiencies in regulatory compliance by FCB or FCB Bank; provided, however, that ANB shall not be responsible for discovering such defects, shall not have any obligation to disclose the existence of such defects to FCB, and shall not have any liability resulting from such deficiencies or attempts to cure them.

8.14 Conforming Accounting and Reserve Policies. At the request of ANB, FCB shall immediately prior to Closing establish and take such charge offs, reserves and accruals as ANB reasonably shall request to conform FCB Bank s loan, accrual, capital, reserve and other accounting policies to the policies of ANB (collectively, the Conforming Adjustments).

8.15 Notice of Deadlines. Schedule 8.15 lists the deadlines for extensions or terminations of any material leases, agreements or licenses (including specifically real property leases and data processing agreements) to which FCB or FCB Bank is a party.

8.16 Fixed Asset Inventory. At ANB s request, at least thirty (30) days prior to the Effective Time, FCB shall take, or shall cause to be taken, an inventory of all fixed assets of the FCB Companies to verify the presence of all items listed on their respective depreciation schedules, and FCB shall allow ANB s representatives, at the election of ANB, to participate in or be present for such inventory and shall deliver to ANB copies of all records and reports produced in connection with such inventory.

8.17 Director s and Officer s Indemnification.

(a) For a period of three (3) years after the Effective Time, ANB shall indemnify each director and executive officer of FCB (an Indemnified Party) against all liabilities arising out of actions or omissions occurring upon or prior to the Effective Time (including, without limitation, the transactions contemplated by this Agreement) to the maximum extent permitted under the articles of incorporation and bylaws of FCB as in effect on the date of this Agreement, subject to (i) the limitations and requirements of such articles of incorporation and bylaws, (ii) applicable Law, including, without limitation, Section 607.0850 of the FBCA, and (iii) the terms and conditions of the Director s Agreements. During the period beginning on the third anniversary of the Effective Time and ending on the sixth anniversary of the Effective Time, ANB shall indemnify each Indemnified Party against all liabilities arising out of actions or omissions occurring upon or prior to the Effective Time (including without limitation the transactions contemplated by this Agreement) to the extent mandated under the articles of incorporation and bylaws of FCB as in effect on the date of this Agreement, subject to (i) the

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limitations and requirements of such articles of incorporation and bylaws, (ii) applicable Law, including, without limitation, Section 607.0850 of the FBCA, and (iii) the terms and conditions of the Director s Agreements.

(b) Any Indemnified Party wishing to claim indemnification under Section 8.17(a) above upon learning of any such liability or litigation shall promptly notify ANB thereof. In the event of any claim or litigation that may give rise to indemnity obligations on the part of ANB (whether arising before or after the Effective Time), (i) ANB shall have the right to assume the defense thereof, and ANB shall not be liable to such Indemnified Party for any legal expenses of other counsel or any other expenses subsequently incurred by such Indemnified Party in connection with the defense thereof, except that if ANB elects not to assume such defense, or if counsel for the Indemnified Party advises in good faith that there are substantive issues that raise conflicts of interest between ANB and the Indemnified Party under the rules of professional ethics, the Indemnified Party may retain counsel satisfactory to him or her, and ANB shall pay all reasonable fees and expenses of such counsel for the Indemnified Party; provided, that ANB shall be obligated to pay for only one firm of counsel for all Indemnified Parties in any jurisdiction; (ii) all Indemnified Parties will cooperate in the defense of any such litigation; and (iii) ANB shall not be liable for any settlement effected without its prior written consent; and provided further, that ANB shall not have any obligation hereunder to the extent such arrangements are prohibited by applicable Law.

ARTICLE 9

CONDITIONS PRECEDENT TO OBLIGATIONS TO CONSUMMATE

9.1 Conditions to Obligations of Each Party. The respective obligations of each Party to perform this Agreement and consummate the Merger and the other transactions provided for herein are subject to the satisfaction of the following conditions, unless waived by both Parties pursuant to Section 11.4 of this Agreement:

(a) Stockholder Approval. The stockholders of FCB shall have approved this Agreement by the requisite vote, and the consummation of the transactions provided for herein, as and to the extent required by Law and by the provisions of any governing instruments, and FCB shall have furnished to ANB certified copies of resolutions duly adopted by its stockholders evidencing same.

(b) Regulatory Approvals. All Consents of, filings and registrations with, and notifications to, all Regulatory Authorities required for consummation of the Merger shall have been obtained or made and shall be in full force and effect and all notice and waiting periods required by Law to have passed after receipt of such Consents shall have expired. No Consent obtained from any Regulatory Authority that is necessary to consummate the transactions provided for herein shall be conditioned or restricted in a manner (including without limitation requirements relating to the raising of additional capital or the disposition of Assets) which in the reasonable judgment of the Board of Directors of either Party would so materially adversely impact the economic or business benefits of the transactions provided for in this Agreement as to render inadvisable the consummation of the Merger.

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(c) Consents and Approvals. Each Party shall have obtained any and all Consents required for consummation of the Merger (other than those referred to in Section 9.1(b) of this Agreement) or for the preventing of any Default under any Contract or Permit of such Party which, if not obtained or made, is reasonably likely to have, individually or in the aggregate, a Material Adverse Effect on such Party. No Consent so obtained which is necessary to consummate the transactions provided for herein shall be conditioned or restricted in a manner which in the reasonable judgment of the Board of Directors of either Party would so materially adversely impact the economic or business benefits of the transactions contemplated by this Agreement as to render inadvisable the consummation of the Merger.

(d) Legal Proceedings. No court or Regulatory Authority of competent jurisdiction shall have enacted, issued, promulgated, enforced or entered any Law or Order (whether temporary, preliminary or permanent) or taken any other action that prohibits, restricts or makes illegal consummation of the transactions provided for in this Agreement. No action or proceeding shall have been instituted by any Person, and the Parties shall not have Knowledge of any threatened action or proceeding by any Person, which seeks to restrain the consummation of the transactions provided for in this Agreement which, in the opinion of the ANB Board or the FCB Board, renders it impossible or inadvisable to consummate the transactions provided for in this Agreement.

(e) Tax Opinion. FCB and ANB shall have received a written opinion of counsel from Maynard, Cooper & Gale, P.C. in form reasonably satisfactory to them (the Tax Opinion), to the effect that (i) the Merger will constitute a reorganization within the meaning of Section 368(a) of the IRC, (ii) the exchange in the Merger of FCB Common Stock for ANB Common Stock will not give rise to gain or loss to the stockholders of FCB with respect to such exchange (except to the extent of any cash received), and (iii) neither FCB nor ANB will recognize gain or loss as a consequence of the Merger (except for income and deferred gain recognized pursuant to Treasury regulations issued under Section 1502 of the IRC). In rendering such Tax Opinion, counsel for ANB shall be entitled to rely upon representations of officers of FCB and ANB reasonably satisfactory in form and substance to such counsel.

(f) S-4 Registration Statement Effective. The S-4 Registration Statement shall have been declared effective under the 1933 Act by the SEC and no stop order suspending the effectiveness of the S-4 Registration Statement shall have been issued and no action, suit, proceeding or investigation for that purpose shall have been initiated or threatened by the SEC. ANB shall have received all state securities Laws, or blue sky permits or other authorizations, or confirmations as to the availability of exemptions from registration requirements, as may be necessary to issue the ANB Common Stock pursuant to the terms of this Agreement.

9.2 Conditions to Obligations of ANB. The obligations of ANB to perform this Agreement and consummate the Merger and the other transactions provided for herein are subject to the satisfaction of the following conditions, unless waived by ANB pursuant to subsection 11.4(a) of this Agreement:

(a) Representations and Warranties. The representations and warranties of FCB set forth or referred to in this Agreement and in any certificate or document delivered pursuant to the provisions hereof shall be true and correct in all material respects as of the date of this

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Agreement and as of the Effective Time with the same effect as though all such representations and warranties had been made on and as of the Effective Time (provided that representations and warranties which are confined to a specified date shall speak only as of such date), except as expressly contemplated by this Agreement.

(b) Performance of Obligations. Each and all of the agreements, obligations and covenants of FCB to be performed and complied with pursuant to this Agreement and the other agreements provided for herein prior to the Effective Time shall have been duly performed and complied with in all material respects.

(c) Certificates. FCB shall have delivered to ANB (i) a certificate, dated as of the Effective Time and signed on its behalf by its chief executive officer and its chief financial officer, to the effect that the conditions to ANB s obligations set forth in subsections 9.2(a) and 9.2(b) of this Agreement have been satisfied, and (ii) certified copies of resolutions duly adopted by the FCB Board and the FCB stockholders evidencing the taking of all corporate action necessary to authorize the execution, delivery and performance of this Agreement, and the consummation of the transactions provided for herein, all in such reasonable detail as ANB and its counsel shall request.

(d) Opinion of Counsel. FCB shall have delivered to ANB an opinion of Smith Mackinnon, PA, counsel to FCB, dated as of the Closing, in substantially the form of Exhibit C hereto.

(e) Net Worth and Capital Requirements. Immediately prior to the Effective Time, FCB and FCB Bank shall each have a minimum net worth of at least $38,000,000, individually. For purposes of this Section 9.2(e), net worth shall mean, without regard to the Conforming Adjustments, the sum of the amounts set forth on the balance sheet as stockholders equity (including the par or stated value of all outstanding capital stock, retained earnings, additional paid-in capital, capital surplus and earned surplus), less the sum of (i) any amounts at which shares of capital stock of such person appear on the asset side of the balance sheet and (ii) any amounts due from or owed by any Subsidiary thereof; provided, however, that unrealized gains or losses on securities classified as available for sale shall be disregarded for purposes of calculating net worth.

(f) Comfort Letter. ANB shall have received from Hacker, Johnson & Smith, PA, independent certified public accountants, a comfort letter dated as of the Effective Time with respect to such matters relating to the financial condition of FCB as ANB may reasonably request.

(g) Conforming Adjustments. The Conforming Adjustments shall have been made to the satisfaction of ANB in its sole discretion.

(h) Matters Relating to 280G Taxes. ANB shall be satisfied in its sole discretion, either through mutually agreeable pre-Closing amendments or otherwise, that FCB shall have taken any and all reasonably necessary steps such that the Merger will not trigger any excess parachute payment (as defined in Section 280G of the IRC) under any Employment Agreements, Change in Control Agreements, FCB Benefit Plans, or similar arrangements between a FCB Company and any officers, directors, or employees thereof.

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(i) Matters Relating to Employment Agreements. (i) ANB shall have received documentation reasonably satisfactory to ANB that any and all Employment Agreements, Change in Control Agreements, Severance Agreements, and similar agreements between any FCB Company and any individual shall be terminated as of the Effective Time on terms and conditions satisfactory to ANB; and (ii) each of John Warren, Robert Porter, Tom Coletta, Joe Vorwerk, Tim Robinson, Stephen Jeuck and Kenneth LaRoe shall have entered into a new Employment / Non-Compete Agreement with FCB Bank on terms and conditions acceptable to ANB.

(j) Regulatory Matters. No agency or department of federal, state or local government or any Regulatory Authority or the staff thereof shall have (i) asserted that any FCB Company is not in material compliance with any of the Laws or Orders that such governmental authority or Regulatory Authority enforces, (ii) revoked any material Permits, or (iii) issued, or required any FCB Company to consent to the issuance or adoption of, a cease and desist order, formal agreement, directive, commitment or memorandum of understanding, or any board resolution or similar undertaking, that, in the reasonable estimation of ANB, restricts or impairs the conduct of such FCB Company s business or future prospects.

(k) Absence of Adverse Facts. There shall have been no determination by ANB in good faith that any fact, litigation, claim, event or condition exists or has occurred that, in the judgment of ANB, (i) would have a Material Adverse Effect on, or which may be foreseen to have a Material Adverse Effect on, FCB or FCB Bank or the consummation of the transactions provided for in this Agreement, (ii) would be of such significance with respect to the business or economic benefits expected to be obtained by ANB pursuant to this Agreement as to render inadvisable the consummation of the transactions pursuant to this Agreement, (iii) would be materially adverse to the interests of ANB on a consolidated basis or (iv) would render the Merger or the other transactions provided for in this Agreement impractical because of any state of war, national emergency, banking moratorium or general suspension of trading on NASDAQ, the New York Stock Exchange, Inc. or other national securities exchange.

(l) Consents Under Agreements. FCB shall have obtained the consent or approval of each Person (other than the Consents of the Regulatory Authorities) whose consent or approval shall be required in order to permit the succession by the Surviving Corporation to, or the continuation by FCB Bank or any other FCB Subsidiary of, as the case may be, any obligation, right or interest of FCB, FCB Bank or such FCB Subsidiary under any loan or credit agreement, note, mortgage, indenture, lease, license, Contract or other agreement or instrument, except those for which failure to obtain such consents and approvals would not in the reasonable opinion of ANB, individually or in the aggregate, have a Material Adverse Effect on the Surviving Corporation and FCB Bank or the FCB Subsidiary at issue.

(m) Material Condition. There shall not be any action taken, or any statute, rule, regulation or order enacted, entered, enforced or deemed applicable to the Merger by any Regulatory Authority which, in connection with the grant of any Consent by any Regulatory Authority, imposes, in the judgment of ANB, any material adverse requirement upon ANB or

any ANB Subsidiary, including without limitation any requirement that ANB sell or dispose of any significant amount of the assets of FCB, FCB Bank and their respective subsidiaries, or any other ANB Subsidiary, provided that, except for any such requirement relating to the above-described sale or disposition of any significant assets of FCB or any ANB Subsidiary, no such term or condition imposed by any Regulatory Authority in connection with the grant of any Consent by any Regulatory Authority shall be deemed to be a material adverse requirement unless it materially differs from terms and conditions customarily imposed by any such entity in connection with the acquisition of banks, savings associations and bank and savings association holding companies under similar circumstances.

(n) Certification of Claims. FCB shall have delivered a certificate to ANB that FCB is not aware of any pending, threatened or potential claim against the directors or officers of FCB or FCB Bank or under the directors and officers insurance policy or the fidelity bond coverage of FCB or any FCB Company.

(o) Loan Portfolio. There shall not have been any material increase since the date of this Agreement in the Loans required to be described in Schedule 5.9(a)(iv).

(p) FCB 401(k) Plan. ANB shall have received such evidence and documentation as it shall have reasonably requested to effectuate the termination of the Florida Choice Bank 401(k) Plan.

(q) FCB Stock Options. Holders of at least 90% of the FCB Options shall have elected to exchange such FCB Options for cash pursuant to the provisions of Section 3.1(d) of this Agreement.

(r) Legal Proceedings. No action, proceeding or claim shall have been instituted by any Person, and the Parties shall not have Knowledge of any threatened action, claim or proceeding by any Person, against any FCB Company and/or their respective officers or directors.

9.3 Conditions to Obligations of FCB. The obligations of FCB to perform this Agreement and consummate the Merger and the other transactions provided for herein are subject to the satisfaction of the following conditions, unless waived by FCB pursuant to subsection 11.4(b) of this Agreement:

(a) Representations and Warranties. The representations and warranties of ANB set forth or referred to in this Agreement and in any certificate of document delivered pursuant to the provisions hereof shall be true and correct in all material respects as of the date of this Agreement and as of the Effective Time with the same effect as though all such representations and warranties had been made on and as of the Effective Time (provided that representations and warranties which are confined to a specified date shall speak only as of such date), except as expressly contemplated by this Agreement.

(b) Performance of Obligations. Each and all of the agreements, obligations and covenants of ANB to be performed and complied with pursuant to this Agreement and the other agreements provided for herein prior to the Effective Time shall have been duly performed and complied with in all material respects.

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(c) Certificates. ANB shall have delivered to FCB (i) a certificate, dated as of the Effective Time and signed on its behalf by its chief executive officer and its chief financial officer, to the effect that the conditions to FCB s obligations set forth in subsections 9.3(a) and 9.3(b) of this Agreement have been satisfied, and (ii) certified copies of resolutions duly adopted by the ANB Board evidencing the taking of all corporate action necessary to authorize the execution, delivery and performance of this Agreement, and the consummation of the transactions provided for herein, all in such reasonable detail as FCB and its counsel shall request.

(d) Opinion of Counsel. ANB shall have delivered to FCB an opinion of Maynard, Cooper & Gale, P.C., counsel to ANB, dated as of the Effective Time, in substantially the form of Exhibit D hereto.

(e) Comfort Letter. FCB shall have received from PricewaterhouseCoopers, LLP, independent certified public accountants, a comfort letter dated as of the Effective Time with respect to such matters relating to the financial condition of ANB as FCB may reasonably request.

(f) Fairness Opinion. The fairness opinion shall not have been withdrawn by the FCB Financial Advisor for good reason.

(g) ANB Common Stock. The ANB Common Stock to be issued in the Merger shall have been qualified as a NASDAQ national market system security pursuant to Section 7.7 hereof.

(h) Regulatory Matters. No agency or department of federal, state or local government, or any Regulatory Authority or the staff thereof shall have (i) asserted that any ANB Company is not in material compliance with any of the Laws or Orders that such governmental authority or Regulatory Authority enforces, or (ii) issued, or required any ANB Company to consent to the issuance or adoption of, a cease and desist order, formal agreement, directive, commitment or memorandum of understanding, or any board resolution or similar undertaking that, in the reasonable estimation of FCB, restricts or impairs the conduct of such ANB Company s business or future prospects.

ARTICLE 10

TERMINATION

10.1 Termination. Notwithstanding any other provision of this Agreement, and notwithstanding the approval of this Agreement by the stockholders of FCB, this Agreement may be terminated and the Merger abandoned at any time prior to the Effective Time:

(a) by mutual written consent of the ANB Board and the FCB Board; or

(b) by the ANB Board or the FCB Board in the event of an inaccuracy of any representation or warranty contained in this Agreement which cannot be or has not been cured

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within thirty (30) days after the giving of written notice to the breaching Party of such inaccuracy and which inaccuracy is reasonably likely, in the opinion of the non-breaching Party, to have, individually or in the aggregate, a Material Adverse Effect on the breaching Party; or

(c) by the ANB Board or the FCB Board in the event of a material breach by the other Party of any covenant, agreement or other obligation contained in this Agreement which cannot be or has not been cured within thirty (30) days after the giving of written notice to the breaching Party of such breach; or

(d) by the ANB Board or the FCB Board (provided that the terminating Party is not then in material breach of any representation, warranty, covenant, agreement or other obligation contained in this Agreement) if (i) any Consent of any Regulatory Authority required for consummation of the Merger and the other transactions provided for herein shall have been denied by final nonappealable action of such authority or if any action taken by such Authority is not appealed within the time limit for appeal, or (ii) the stockholders of FCB fail to vote their approval of this Agreement and the transactions provided for herein as required by applicable Law at its Stockholders Meeting where the transactions are presented to such FCB stockholders for approval and voted upon; or

(e) by the ANB Board, if, notwithstanding any disclosures in the Schedules attached hereto or otherwise, (i) there shall have occurred any Material Adverse Effect with respect to FCB, or (ii) any facts or circumstances shall develop or arise after the date of this Agreement which are reasonably likely to cause or result in any Material Adverse Effect with respect to FCB, and such Material Adverse Effect (or such facts or circumstances) shall not have been remedied within fifteen (15) days after receipt by FCB of notice in writing from ANB specifying the nature of such Material Adverse Effect and requesting that it be remedied; or

(f) by the FCB Board, if (i) there shall have occurred any Material Adverse Effect with respect to ANB, or (ii) any facts or circumstances shall develop or arise after the date of this Agreement which are reasonably likely to cause or result in any Material Adverse Effect with respect to ANB, and such Material Adverse Effect (or such facts or circumstances) shall not have been remedied within fifteen (15) days after receipt by ANB of notice in writing from FCB specifying the nature of such Material Adverse Effect and requesting that it be remedied; or

(g) by the ANB Board or the FCB Board if the Merger shall not have been consummated by May 31, 2006, if the failure to consummate the transactions provided for herein on or before such date is not caused by any breach of this Agreement by the Party electing to terminate pursuant to this Section 10.1(g); or

(h) by the ANB Board or the FCB Board if any of the conditions precedent to the obligations of such Party to consummate the Merger cannot be satisfied or fulfilled by the date specified in Section 10.1(g) of this Agreement and such failure was not the fault of the terminating party; or

(i) by the ANB Board if the holders of in excess of five percent (5%) of the outstanding shares of FCB Common Stock properly assert their dissenters rights of appraisal pursuant to the Dissenter Provisions; or

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(j) by the ANB Board if (i) the FCB Board shall have withdrawn, or adversely modified, or failed upon ANB s request to reconfirm its recommendation of the Merger or this Agreement, (ii) the FCB Board shall have approved or recommended to the stockholders of FCB that they approve an Acquisition Proposal other than that contemplated by this Agreement, (iii) FCB fails to call the FCB Stockholders Meeting or otherwise breaches its obligations in Section 8.4 hereof, or (iv) any Person (other than FCB or an Affiliate of FCB) or group becomes the beneficial owner of 25% or more of the outstanding shares of FCB Common Stock; or

(k) by the FCB Board if (i) the FCB Board authorizes FCB, subject to complying with the terms of this Agreement, to enter into a definitive agreement concerning a transaction that constitutes a Superior Proposal and FCB notifies ANB in writing that it intends to enter into such an agreement, (ii) ANB does not make, within 7 business days of the receipt of FCB s written notification of its intent to enter into a definitive agreement for a Superior Proposal, an offer that the FCB Board determines, in good faith after consultation with its financial advisors, is at least as favorable, in the aggregate, to the stockholders of FCB as the Superior Proposal, and (iii) makes the payment required by Section 10.2(b). FCB agrees (x) that it will not enter into a definitive agreement referred to in clause (i) above until at least the tenth business day after it has provided the notice to ANB required thereby, and (y) to notify ANB promptly in writing if its intention to enter into a definitive agreement referred to in its notification shall change at any time after giving such notification; or

(l) By the FCB Board in accordance with, and subject to, the terms and conditions of Section 3.1(b)(2) of this Agreement.

10.2 Effect of Termination.

(a) In the event of a termination of this Agreement by either the ANB Board or the FCB Board as provided in Section 10.1, this Agreement shall become void and there shall be no Liability or obligation on the part of ANB or FCB or their respective officers or directors, except that this Section 10.2 and Article 11 and Sections 8.2 and 8.7 of this Agreement shall survive any such termination; provided, however, that nothing herein shall relieve any breaching Party from Liability for an uncured willful or breach of a representation, warranty, covenant, obligation or agreement giving rise to such termination.

(b) In the even that this Agreement is terminated (i) by the ANB Board pursuant to Section 10.1(j) or (ii) by the FCB Board pursuant to Section 10.1(k), then FCB shall, in the case of clause (i), one business day after the date of such termination or, in the case of clause (ii), on the date of such termination, pay to ANB, by wire transfer of immediately available funds, the amount of $3,000,000 (the Termination Fee).

(c) In the event that (i) after the date hereof an Acquisition Proposal shall have been publicly disclosed or any Person shall have publicly disclosed that, subject to the Merger being disapproved by FCB stockholders or otherwise rejected, it will make an Acquisition Proposal with respect to FCB and thereafter this Agreement is terminated by the ANB Board or the FCB Board pursuant to Section 10.1(d)(ii), and (ii) concurrently with such termination or within nine months of such termination FCB enters into a definitive agreement with respect to an Acquisition Proposal or consummates an Acquisition Proposal, then FCB shall, upon the earlier of entering

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into a definitive agreement with respect to an Acquisition Proposal or consummating an Acquisition Proposal, pay to ANB, by wire transfer of immediately available funds, the Termination Fee.

(d) FCB acknowledges that the agreements contained in Sections 10.2(b) and 10.2(c) are an integral part of the transactions provided for in this Agreement, and that, without these agreements, ANB would not enter into this Agreement; accordingly, if FCB fails to promptly pay the amount due pursuant to Section 10.2(b) or Section 10.2(c), as the case may be, and, in order to obtain such payment, ANB commences a suit which results in a judgment for any of the Termination Fee, FCB shall pay ANB its costs and expenses (including attorneys fees) in connection with such suit.

10.3 Non-Survival of Representations and Covenants. The respective representations, warranties, obligations, covenants and agreements of the Parties shall not survive the Effective Time, except for those covenants and agreements contained herein which by their terms apply in whole or in part after the Effective Time.

ARTICLE 11

MISCELLANEOUS

11.1 Definitions. Except as otherwise provided herein, the capitalized terms set forth below (in their singular and plural forms as applicable) shall have the following meanings:

Acquisition Agreement shall have the meaning provided in Section 7.6(a) of this Agreement.

Acquisition Proposal, with respect to FCB, means a tender or exchange offer, proposal for a merger, acquisition of all the stock or Assets of, consolidation or other business combination involving FCB or any of its Subsidiaries or any proposal or offer to acquire in any manner more than 15% of the voting power in, or more than 15% of the business, Assets or deposits of, FCB or any of its Subsidiaries, including a plan of liquidation of FCB or any of its Subsidiaries, other than the transactions contemplated by this Agreement.

Act shall mean the Federal Deposit Insurance Act.

1933 Act shall mean the Securities Act of 1933, as amended.

1934 Act shall mean the Securities Exchange Act of 1934, as amended.

Advisory Fee shall have the meaning provided in Section 5.24 of this Agreement.

Affiliate of a Person shall mean: (i) any other Person directly, or indirectly through one or more intermediaries, controlling, controlled by or under common control with such Person; (ii) any officer, director, partner, employer, or direct or indirect beneficial owner of any 10% or greater equity or voting interest of such Person; or (iii) any other Person for which a Person described in clause (ii) acts in any such capacity.

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Agreement shall mean this Agreement and Plan of Merger, including the Exhibits and Schedules delivered pursuant hereto and incorporated herein by reference. References to the date of this Agreement, the date hereof and words of similar import shall refer to the date this Agreement was first executed, as indicated in the introductory paragraph on the first page hereof.

ANB shall mean Alabama National BanCorporation, a Delaware corporation.

ANB Board shall mean the Board of Directors of ANB.

ANB Common Stock shall mean the $1.00 par value common stock of ANB.

ANB Common Stock Election Shares shall have the meaning provided in Section 3.1(c) of this Agreement.

ANB Companies shall mean, collectively, ANB and all ANB Subsidiaries.

ANB Financial Statements shall mean (i) the audited consolidated balance sheets (including related notes and schedules, if any) of ANB as of December 31, 2004, 2003 and 2002, and the related statements of income, changes in stockholders equity and cash flows (including related notes and schedules, if any) for the years then ended, as delivered by ANB to FCB, and (ii) the unaudited consolidated balance sheets of ANB (including related notes and schedules, if any) and related statements of income, changes in stockholders equity and cash flows (including related notes and schedules, if any) delivered by ANB to FCB with respect to periods ended subsequent to December 31, 2004.

ANB Option shall have the meaning given to such term in Section 3.1(d) hereof.

ANB Subsidiaries shall mean the Subsidiaries of ANB.

Articles of Merger shall mean the Articles of Merger to be signed by ANB and FCB and filed with the Secretary of State of Florida relating to the Merger as contemplated by Section 1.1 of this Agreement.

Assets of a Person shall mean all of the assets, properties, businesses and rights of such Person of every kind, nature, character and description, whether real, personal or mixed, tangible or intangible, accrued or contingent, or otherwise relating to or utilized in such Person s business, directly or indirectly, in whole or in part, whether or not carried on the books and records of such Person, and whether or not owned in the name of such Person or any Affiliate of such Person and wherever located.

Average Quoted Price shall mean the price (rounded to two decimal places) derived by adding the averages of the high and low sales price of one share of ANB Common Stock as reported on NASDAQ on each of the ten (10) consecutive trading days ending on the fifth business day prior to the Effective Time, and dividing such sum by ten (10).

BHC Act shall mean the federal Bank Holding Company Act of 1956, as amended.

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Cash Election Shares shall have the meaning provided in Section 3.1(c) of this Agreement.

Certificate of Objections shall have the meaning provided in Section 8.5 of this Agreement.

Closing shall mean the closing of the Merger and the other transactions provided for herein, as described in Section 1.2 of this Agreement.

Conforming Adjustments shall have the meaning provided in Section 8.14 of this Agreement.

Consent shall mean any consent, approval, authorization, clearance, exemption, waiver or similar affirmation by any Person pursuant to any Contract, Law, Order or Permit.

Contract shall mean any written or oral agreement, arrangement, authorization, commitment, contract, indenture, debenture, instrument, trust agreement, guarantee, lease, obligation, plan, practice, restriction, understanding or undertaking of any kind or character, or other document to which any Person is a party or that is binding on any Person or its capital stock, Assets or business.

Cutoff shall have the meaning provided in Section 4.2 of this Agreement.

Default shall mean (i) any breach or violation of or default under any Contract, Order or Permit, (ii) any occurrence of any event that with the passage of time or the giving of notice or both would constitute a breach or violation of or default under any Contract, Order or Permit, or (iii) any occurrence of any event that with or without the passage of time or the giving of notice would give rise to a right to terminate or revoke, change the current terms of, or renegotiate, or to accelerate, increase, or impose any Liability under, any Contract, Order or Permit, where, in any such event, such Default is reasonably likely to have, individually or in the aggregate, a Material Adverse Effect on a Party.

DGCL shall mean the Delaware General Corporation Law, as amended.

Designated Representative

(a) with respect to FCB shall mean Kenneth E. LaRoe, Robert L. Porter and/or John R. Warren; and

(b) with respect to ANB shall mean John H. Holcomb, III, William E. Matthews, V and/or Richard Murray, IV.

Director s Agreement shall have the meaning provided in Section 1.4 of this Agreement.

Dissenter Provisions shall have the meaning provided in Section 3.4 of this Agreement.

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Effective Time shall mean the date and time at which the Merger becomes effective as provided in Section 1.3 of this Agreement.

Election Deadline shall have the meaning provided in Section 3.1(c) of this Agreement.

Election Form shall have the meaning provided in Section 3.1(c) of this Agreement.

Employment Laws shall mean all Laws relating to employment, equal employment opportunity, nondiscrimination, immigration, wages, unemployment wages, hours, benefits, collective bargaining, the payment of social security and similar taxes, occupational safety and health and plant closing, including, but not limited to, 42 U.S.C. § 1981, Title VII of the Civil Rights Act of 1964, as amended, the Civil Rights Act of 1991, the Age Discrimination in Employment Act, the Equal Pay Act, the Fair Labor Standards Act, the Family and Medical Leave Act, the Americans with Disabilities Act, Workers Compensation, Uniformed Services Employment and Re-Employment Rights Act of 1994, Older Workers Benefit Protection Act, Pregnancy Discrimination Act and the Worker Adjustment and Retraining Notification Act.

Environmental Laws shall mean all Laws which are administered, interpreted or enforced by the United States Environmental Protection Agency and state and local agencies with jurisdiction over pollution or protection of the environment.

ERISA shall mean the Employee Retirement Income Security Act of 1974, as amended.

ERISA Affiliate shall have the meaning provided in Section 5.14(c) of this Agreement.

Exchange Agent shall mean SunTrust Bank, Atlanta, Georgia.

Exchange Ratio shall have the meaning given such term in Section 3.1(b) hereof.

FBCA shall mean the Florida Business Corporation Act, as amended.

FCB shall mean Florida Choice Bankshares, Inc., a Florida corporation.

FCB Allowance shall have the meaning provided for in Section 5.9(a) of this Agreement.

FCB Bank shall mean Florida Choice Bank, a Florida banking corporation.

FCB Benefit Plans shall have the meaning set forth in Section 5.14(a) of this Agreement.

FCB Board shall mean the Board of Directors of FCB.

FCB Call Reports shall mean (i) the Reports of Income and Condition of FCB Bank for the years ended December 31, 2004 and 2003, as filed with the FDIC; (ii) the Reports of

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Income and Condition of FCB Bank delivered by FCB to ANB with respect to periods ended subsequent to December 31, 2004; (iii) the Consolidated Financial Statements for Bank Holding Companies, Form FRY 9C, of FCB for the year ended December 31, 2004; and (iv) the Consolidated Financial Statements for Bank Holding Companies, Form FRY 9C, of FCB with respect to periods ended subsequent to December 31, 2004.

FCB Certificate shall have the meaning provided in Section 4.2 of this Agreement.

FCB Common Stock shall mean the $5.00 par value common stock of FCB.

FCB Companies shall mean, collectively, FCB and all FCB Subsidiaries.

FCB Contracts shall have the meaning set forth in Section 5.15 of this Agreement.

FCB ERISA Plans shall have the meaning set forth in Section 5.14(a) of this Agreement.

FCB Financial Advisor shall have the meaning set forth in Section 8.9 of this Agreement.

FCB Financial Statements shall mean (i) the audited consolidated balance sheets (including related notes and schedules, if any) of FCB as of December 31, 2004, and the related statements of income, changes in stockholders equity and cash flows (including related notes and schedules, if any) for the years then ended, together with the report thereon of Hacker, Johnson & Smith, PA, independent certified public accountants, (ii) the unaudited consolidated balance sheets of FCB (including related notes and schedules, if any) and related statements of income, changes in stockholders equity and cash flows (including related notes and schedules, if any) with respect to periods ended subsequent to December 31, 2004; and (iii) the audited consolidated balance sheets (including related notes and schedules, if any) of FCB Bank as of December 31, 2003 and 2002, and the related statements of income, changes in stockholders equity and cash flows (including related notes and schedules, if any) for the years then ended, together with the report thereon of Osburn, Henning and Company, independent certified public accountants.

FCB Option shall have the meaning provided in Section 3.1(d) of this Agreement.

FCB Pension Plan shall have the meaning set forth in Section 5.14(a) of this Agreement.

FCB Stock Option Plans shall mean the Florida Choice Bankshares, Inc. Directors Stock Option Plan and the Florida Choice Bankshares, Inc. Officers and Employees Stock Option Plan.

FCB Stockholders Meeting shall mean the meeting of the stockholders of FCB to be held pursuant to Section 8.4 of this Agreement, including any adjournment or adjournments thereof.

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FCB Subsidiaries shall mean the Subsidiaries of FCB, which shall include the FCB Subsidiaries described in Section 5.4 of this Agreement and any corporation, bank, savings association or other organization acquired as a Subsidiary of FCB in the future and owned by FCB at the Effective Time.

FDIC shall mean the Federal Deposit Insurance Corporation.

Fixed Cash Amount shall have the meaning provided in Section 3.1(c) of this Agreement.

FRB or **Federal Reserve Board** shall mean Board of Governors of the Federal Reserve System.

GAAP shall mean generally accepted accounting principles, consistently applied during the periods involved.

Hazardous Material shall mean any pollutant, contaminant, or hazardous substance within the meaning of the Comprehensive Environment Response, Compensation, and Liability Act, 42 U.S.C. § 9601 *et seq.*, or any similar federal, state or local Law.

Indemnified Party shall have the meaning provided in Section 7.8(a) of this Agreement.

IRC shall mean the Internal Revenue Code of 1986, as amended, and the rules and regulations promulgated thereunder.

Knowledge as used with respect to a Party shall mean the actual knowledge of the officers and directors of such Party and that knowledge that any director of the Party would have obtained upon a reasonable examination of the books, records and accounts of such Party and that knowledge that any officer of the Party would have obtained upon a reasonable examination of the books, records and accounts of such officer and such Party.

Law shall mean any code, law, ordinance, regulation, reporting or licensing requirement, rule, or statute applicable to a Person or its Assets, Liabilities or business, including without limitation those promulgated, interpreted or enforced by any of the Regulatory Authorities.

Liability shall mean any direct or indirect, primary or secondary, liability, indebtedness, obligation, penalty, cost or expense (including without limitation costs of investigation, collection and defense), claim, deficiency, guaranty or endorsement of or by any Person (other than endorsements of notes, bills, checks and drafts presented for collection or deposit in the ordinary course of business) of any type, whether accrued, absolute or contingent, liquidated or unliquidated, matured or unmatured, or otherwise.

Lien shall mean any conditional sale agreement, default of title, easement, encroachment, encumbrance, hypothecation, infringement, lien, mortgage, pledge, reservation, restriction, security interest, title retention or other security arrangement, or any adverse right or interest, charge or claim of any nature whatsoever of, on or with respect to any property or

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property interest, other than (i) Liens for current property Taxes not yet due and payable, (ii) for depository institution Subsidiaries of a Party, pledges to secure deposits and other Liens incurred in the ordinary course of the banking business, and (ii) Liens which are not reasonably likely to have, individually or in the aggregate, a Material Adverse Effect on a Party.

Litigation shall mean any action, arbitration, cause of action, claim, complaint, criminal prosecution, demand letter, governmental or other examination or investigation, hearing, inquiry, administrative or other proceeding or notice (written or oral) by any Person alleging potential Liability or requesting information relating to or affecting a Party, its business, its Assets (including without limitation Contracts related to it), or the transactions provided for in this Agreement, but shall not include regular, periodic examinations of depository institutions and their Affiliates by Regulatory Authorities.

Litigation Reserve shall have the meaning set forth in Section 5.9(a) of this Agreement.

Loan Property shall mean any property owned by a Party in question or by any of its Subsidiaries or in which such Party or Subsidiary holds a security interest, and, where required by the context, includes the owner or operator of such property, but only with respect to such property.

Loans shall have the meaning set forth in Section 5.9(a) of this Agreement.

Mailing Date shall have the meaning provided in Section 3.1(c) of this Agreement.

Material for purposes of this Agreement shall be determined in light of the facts and circumstances of the matter in question; provided that any specific monetary amount stated in this Agreement shall determine materiality in that instance.

Material Adverse Effect on a Party shall mean an event, change or occurrence that, individually or together with any other event, change or occurrence, has a material adverse impact on (i) the financial position, results of operations or business of such Party and its Subsidiaries, taken as a whole, or (ii) the ability of such Party to perform its obligations under this Agreement or to consummate the Merger or the other transactions provided for in this Agreement; provided that material adverse impact shall not be deemed to include the impact of (x) changes in banking and similar Laws of general applicability or interpretations thereof by courts of governmental authorities, (y) changes in generally accepted accounting principles or regulatory accounting principles generally applicable to banks and their holding companies and (z) the Merger or the announcement of the Merger on the operating performance of the Parties.

Merger shall mean the merger of FCB with and into ANB referred to in the Preamble of this Agreement.

NASD shall mean the National Market System of the National Association of Securities Dealers, Inc.

NASDAQ shall mean the National Association of Securities Dealers Automated Quotations System.

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OCC shall mean the Office of the Comptroller of the Currency.

Order shall mean any administrative decision or award, decrees, injunction, judgment, regulation, directive, consent agreement, memorandum of understanding, order, quasi-judicial decision or award, ruling, or writ of any federal, state, local or foreign or other court, arbitrator, mediator, tribunal, administrative agency or Regulatory Authority.

OREO Reserve shall have the meaning set forth in Section 5.9(a) of this Agreement.

Participation Facility shall mean any facility in which the Party in question or any of its Subsidiaries participates in the management and, where required by the context, includes the owner or operator or such property, but only with respect to such property.

Party shall mean either FCB or ANB, and Parties shall mean both FCB and ANB.

Permit shall mean any federal, state, local and foreign governmental approval, authorization, certificate, easement, filing, franchise, license, notice, permit or right to which any Person is a party or that is or may be binding upon or inure to the benefit of any Person or its securities, Assets or business.

Per Share Cash Consideration shall have the meaning provided in Section 3.1(c) of this Agreement.

Person shall mean a natural person or any legal, commercial or governmental entity, such as, but not limited to, a corporation, general partnership, joint venture, limited partnership, limited liability company, trust, business association, group acting in concert or any person acting in a representative capacity.

Potential Cash Payments shall have the meaning provided in Section 3.1(c) of this Agreement.

Proxy Statement/Prospectus shall have the meaning set forth in Section 5.18 of this Agreement.

Regulatory Authorities shall mean, collectively, the Federal Trade Commission, the United States Department of Justice, the FRB, the OCC, the FDIC, all state regulatory agencies having jurisdiction over the Parties and their respective Subsidiaries, the NASD and the SEC.

Related Interest shall have the meaning set forth in Section 5.15 of this Agreement.

S-4 Registration Statement shall have the meaning set forth in Section 5.18 of this Agreement.

SEC shall mean the United States Securities and Exchange Commission.

Securities Laws shall mean the 1933 Act, the 1934 Act, the Investment Company Act of 1940 as amended, the Investment Advisers Act of 1940, as amended, the Trust Indenture Act of 1939, as amended, the Sarbanes-Oxley Act of 2002, as amended, and the rules and regulations of any Regulatory Authority promulgated thereunder.

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Subsidiaries shall mean all those corporations, banks, associations or other entities of which the entity in question owns or controls 50% or more of the outstanding equity securities either directly or through an unbroken chain of entities as to each of which 50% or more of the outstanding equity securities is owned directly or indirectly by its parent; provided, however, there shall not be included any such entity acquired through foreclosure or any such entity the equity securities of which are owned or controlled in a fiduciary capacity.

Superior Proposal means a bona fide written Acquisition Proposal which the FCB Board concludes in good faith to be more favorable from a financial point of view to its stockholders than the Merger and the other transactions contemplated hereby, (1) after receiving the advice of its financial advisors (who shall be a nationally recognized investment banking firm, ANB agreeing that the FCB Financial Advisor is a nationally recognized investment banking firm), (2) after taking into account the likelihood of consummation of such transaction on the terms set forth therein (as compared to, and with due regard for, the terms herein) and (3) after taking into account all legal (with the advice of outside counsel), financial (including the financing terms of any such proposal), regulatory and other aspects of such proposal and any other relevant factors permitted under applicable law; provided that for purposes of the definition of Superior Proposal , the references to more than 15% in the definition of Acquisition Proposal shall be deemed to be references to a majority and the definition of Acquisition Proposal shall only refer to a transaction involving FCB and not its Subsidiaries.

Surviving Corporation shall mean ANB as the surviving corporation in the Merger.

Takeover Laws shall have the meaning set forth in Section 5.28 of this Agreement.

Tax Opinion shall have the meaning set forth in Section 9.1(e) of this Agreement.

Taxes shall mean any federal, state, county, local, foreign and other taxes, assessments, charges, fares, and impositions, including interest and penalties thereon or with respect thereto.

Termination Fee shall have the meaning set forth in Section 10.2(b) of this Agreement.

11.2 Entire Agreement. Except as otherwise expressly provided herein, this Agreement (including the documents and instruments referred to herein) constitutes the entire agreement between the Parties with respect to the transactions provided for herein and supersedes all prior arrangements or understandings with respect thereto, written or oral.

11.3 Amendments. To the extent permitted by Law, this Agreement may be amended by a subsequent writing signed by each of the Parties upon the approval of the Boards of Directors of each of the Parties; provided, however, that after app