

02-07-2003

Form PTO-1594
(Rev. 10/02)
OMB No. 0651-0027 (exp. 6/30/2005)
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U.S. DEPARTMENT OF COMMERCE
U.S. Patent and Trademark Office

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies): 2-5-03
FOUNDERS' BANK

Individual(s) Association
 General Partnership Limited Partnership
 Corporation-State
 Other _____

Additional name(s) of conveying party(ies) attached? Yes No

2. Name and address of receiving party(ies)

Name: Equity Bank
Internal
Address: _____
Street Address: 8000 Sagemore Drive
Suite, 8101
City: Marlton State: NJ Zip: 08053

Individual(s) citizenship _____
 Association _____
 General Partnership _____
 Limited Partnership _____
 Corporation-State New Jersey
 Other _____

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from assignment)
Additional name(s) & address(es) attached? Yes No

3. Nature of conveyance:

Assignment Merger
 Security Agreement Change of Name
 Other _____

Execution Date: March 13, 2002; (amended) June 3, 2002

4. Application number(s) or registration number(s):

A. Trademark Application No.(s)
76/229,203; 76/215,327

Additional number(s) attached Yes No

B. Trademark Registration No.(s)

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Mark A. Garzia, Esq.
Internal Address: Law Offices of Mark A. Garzia
P.O. Box 288
Street Address: _____
City: Media State: PA Zip: 19063

6. Total number of applications and registrations involved: 2

7. Total fee (37 CFR 3.41).....\$ 65

Enclosed
 Authorized to be charged to deposit account

8. Deposit account number: _____

(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

9. Statement and signature.
To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Mark A. Garzia [Signature] 27 JAN 2003
Name of Person Signing Signature Date

Total number of pages including cover sheet, attachments, and document: 52

02/06/2003 LNUELLER 0000065 76229203

01 FC:8521 40.00 OP
02 FC:8522 25.00 OP

Mail documents to be recorded with required cover sheet information to:
Commissioner of Patent & Trademarks, Box Assignments
Washington, D.C. 20231

TRADEMARK
REEL: 002666 FRAME: 0144

AGREEMENT AND PLAN OF MERGER

This is an AGREEMENT dated as of March 13th, 2002, by and between FOUNDERS' BANK, a Pennsylvania state-chartered bank and a member bank of the Federal Reserve System having its principal office at 101 Bryn Mawr Avenue, Bryn Mawr, Pennsylvania 19010 and branch offices at the locations specified in Schedule 1 hereto ("Founders"), and EQUITY BANK, a New Jersey state-chartered bank and trust company and a member bank of the Federal Reserve System having its principal office at 8000 Sagemore Drive, Suite 8101, Marlton, New Jersey, 08053 and branch offices at the locations specified in Schedule 2 hereto ("Equity"), as the merging parties hereunder.

NOW THEREFORE, the parties hereto, intending to be legally bound, agree as follows:

ARTICLE I

PLAN OF MERGER

1.01 Parties to the Merger. In the merger contemplated hereby, Founders is the merging bank and Equity is the receiving bank. At the Effective Time (as hereinafter defined), Founders shall be merged with and into Equity pursuant to the plan of merger contained herein (the "Plan") and Equity shall be the institution surviving the merger and shall continue its existence as a New Jersey state-chartered qualified bank under the name Equity Bank.

1.02 Effective Time. The Plan shall become effective as of the date and time a fully executed copy of this Agreement and Plan of Merger, with the certificate of approval in the form of Exhibit C hereto fully executed and attached, is filed in the Department of Banking and Insurance of the State of New Jersey (the "Effective Time").

1.03 Conversion of Shares. The capital stock of Founders consists of shares of a single class of common capital stock, par value \$5.00 per share ("Founders Common Stock"). At the Effective Time, each share of Founders Common Stock then outstanding will be canceled and retired and no shares of the capital stock of Equity or of a "company" (as such term is defined in paragraph (3) or section 132(C. 17:9A-132)) will be issued, nor will any preferred stock, capital notes or other securities of Equity of any such company be issued, nor any other consideration paid, on account of the Founders Common Stock.

1.04 Status of Receiving Institution.

(a) Certificate of Incorporation; By-laws. At the Effective Time, the certificate of incorporation and by-laws of Equity immediately before the Effective Time shall be those of Equity as the receiving bank. A copy of Equity's certificate of incorporation is attached hereto as Exhibit A. A copy of Equity's by-laws is attached hereto as Exhibit B.

(b) Board of Directors. At the Effective Time, the following persons, each of whom is presently serving as a director of either Equity or Founders, shall become a director of Equity as the receiving bank, subject to satisfaction of the qualification requirements set forth by law and in the by-laws of Equity, to serve until the time when a majority of the directors elected at the annual meeting following the Effective Time shall have qualified:

Michael M. Wimmer
William E. Reifsteck
M. Zev Rose
Allen C. Eastlack, Sr.
Wayne R. Bryant
Santo Macherone
Michael M. Quick

John P. Follman, Sr.
Britton H. Murdoch
Julian V. Miraglia
Robert F. Whalen
Stephen E. Markowitz
Robert E. Curran

(c) Officers. At the Effective Time, the following persons shall be the officers of Equity as the receiving bank to serve as such at the pleasure of the board of directors of such institution (subject to their rights under employment agreements, if any):

Michael M. Quick – Chairman and Chief Executive Officer
Robert F. Whalen – President
Eugene D’Orazio – Senior Executive Vice President and Chief Operating Officer
Michael Woods – Executive Vice President, Risk Management
C. Frederick Miller – Senior Vice President
Kenneth Goddu – Senior Vice President
Ellen Crain – Senior Vice President, CRA and Compliance
Kenneth Markizon – Vice President, Sales and Marketing
James Taylor – Vice President
John Gelsinger – Vice President
Steve Latham – Vice President
Kathy Stone – Vice President
Jennifer Brunton – Vice President
George Sutton – Vice President
Steve Buffington – Vice President
James Erb – Vice President
Barbara DeBouno – Vice President
John Clawges – Vice President
Gerald McKee – Vice President
George Sierra – Vice President
Mary Lou Forey – Vice President

(d) Offices. The principal office of Equity located at 8000 Sagemore Drive, Suite 8101, Marlton, New Jersey 08053 shall be the principal office of the receiving bank from and after the Effective Time. From and after the Effective Time, all of the branch offices of Equity (the locations of which are set forth on Schedule 2 hereto) and the principal office and all of the branch offices of Founders (the locations of which branch offices are set forth on Schedule 1 hereto) shall become branch offices of the receiving bank.

1.05 Effect of Plan. At the Effective Time, the corporate existence of Founders shall be merged into that of Equity, as the receiving bank, and Equity, as the receiving bank, shall possess all of the rights, privileges, powers, immunities, purposes and franchises, both public and

private, of each of Founders and Equity; all real property and personal property, tangible and intangible, of every kind and description, belonging to each of Equity and Founders shall be vested in Equity without further act or deed, and the title to any real estate, or any interest therein, vested in either of Equity or Founders shall not revert or be in any way impaired by reason of such merger; Equity shall be automatically substituted by reason of the merger as a fiduciary or agent on all fiduciary and agency accounts, respectively, maintained by either Founders or Equity; without further order or decree of any court or public officer or any other action, subject to all of the duties and obligations of Founders and Equity as such fiduciary or agent; all fiduciary and agency duties and relationships of each of Equity and Founders shall vest in Equity as the receiving bank and all such duties shall be performed by Equity in the same manner as though such receiving bank itself originally assumed such fiduciary and agency duties and relationships; Equity shall, in addition to the foregoing and in general, be liable for all the obligations and liabilities of each of Founders and Equity, and any claim existing or action or proceeding pending by or against either Founders or Equity, or both, shall survive the merger and may be enforced as though such merger had not taken place. Neither the rights of creditors nor any liens upon, or security interests in, the property of Founders or Equity shall be impaired by such merger. The foregoing notwithstanding, it is the present intention of the parties hereto that the assets and good will presently possessed by Founders which shall be acquired by Equity upon consummation of the merger contemplated hereby shall, for a period of approximately two years following the Effective Time, be operated as a separate, identifiable division of Equity, to be identified as the "Founders' Bank" division or by such other name or names from time to time as Equity shall determine.

ARTICLE II

CERTAIN COVENANTS

2.01 Covenants and Actions of Founders Pending the Closing.

(a) Shareholder Approval. This Plan shall be submitted to Susquehanna Bancshares East, Inc., a Pennsylvania corporation and the sole shareholder of Founders, for its written approval.

(b) Regulatory Approvals. Founders shall cooperate with Equity in the preparation and filing by Equity of an application to the Federal Reserve Bank of Philadelphia (the "Federal Reserve Bank"), an application to the Commissioner of Banking and Insurance of the State of New Jersey (the "Commissioner") and a notice to the Department of Banking of the Commonwealth of Pennsylvania (the "Pennsylvania Department of Banking") for approval of the Plan. Founders shall further cooperate with Equity in the publishing of all notices required in connection with such applications and notice and in supplying all information reasonably requested by Equity or any of such regulatory authorities in connection with such applications and notice.

2.02 Covenants and Actions of Equity Pending the Closing.

(a) Shareholder Approval. This Plan shall be submitted to Susquehanna Bancshares East, Inc., the sole shareholder of Equity, for its written approval.

(b) Applications for Regulatory Approvals. This Merger Agreement shall be submitted to the Commissioner for approval. Equity shall file all necessary applications and notices and take all actions related thereto for approval of the Plan by the Federal Reserve Bank and the Commissioner and for the proper notification to the Pennsylvania Department of

Banking with respect to the Plan, and Equity shall provide Founders with copies of all correspondence and notices concerning the Plan to or from each such agency.

ARTICLE III

REPRESENTATIONS AND WARRANTIES

3.01 Representations and Warranties of Founders. Founders represents and warrants to Equity that:

(a) Assets. All assets of Founders as they exist at the Effective Time shall pass to and vest in Equity without conveyance or other transfer.

(b) Financial Statements. Founders' financial statements heretofore submitted to Equity fairly present Founders' financial condition and the results of its operations as at the dates and for the periods covered by such statements and have been prepared in accordance with generally accepted accounting principles consistently applied.

(c) Absence of Certain Changes. Since the date of the latest such financial statements, there has not been any material adverse change in the condition, financial or otherwise, or in the assets, liabilities or business of Founders, other than changes in the ordinary course of business which do not in the aggregate materially and adversely affect the business of Founders.

(d) Locations of Offices. The location of the principal office of Founders is accurately set forth in the preamble hereto. The locations of the respective branch offices of Founders are accurately set forth on Schedule 1 hereto, and except for such listed branch offices and its principal office aforesaid Founders has no offices or other places of business.

(e) Subsidiaries. On the date hereof, Founders does not have, and at the Effective Time Founders shall not have, any subsidiary corporation other than Old Lancaster Corporation.

3.02 Representations and Warranties of Equity. Equity represents and warrants to Founders that:

(a) Assumption of Liabilities. Equity shall be responsible for all of the liabilities and obligations of every kind and description of Founders from and after the Effective Time.

(b) Financial Statements. Equity's financial statements heretofore submitted to Founders fairly present Equity's financial condition and the results of its operations as at the dates and for the periods covered by such statements and have been prepared in accordance with generally accepted accounting principles consistently applied.

(c) Absence of Certain Changes. Since the date of the latest such financial statements, there has not been any material adverse change in the condition, financial or otherwise, or in the assets, liabilities or business of Equity, other than changes in the ordinary course of business which do not in the aggregate materially and adversely affect the business of Equity.

(d) Locations of Offices. The location of the principal office of Equity is accurately set forth in the preamble hereto. The locations of the respective branch offices of Equity are accurately set forth on Schedule 2 hereto, and except for such listed branch offices and its principal office aforesaid Equity has no offices or other places of business.

(e) Subsidiaries. On the date hereof, Equity does not have, and at the Effective Time Equity shall not have, any subsidiary corporation other than EB Corp., Equity Bank PAC, Equity Golf LLC and Franklin Township Properties LLC.

ARTICLE IV

CONDITIONS

4.01 Conditions. The obligation of each party to this Agreement to effect and consummate the merger contemplated by the Plan shall be subject to the following conditions:

(a) Approval of the Plan. The shareholder of each of Founders and Equity shall have duly approved the Plan.

(b) Certificate of Approval of Merger. Following the approval of the Plan by the sole shareholder of each of Founders and Equity, a certification of such fact in the form attached hereto as Exhibit C (the "Certificate of Approval") shall have been duly executed on behalf of each of Founders and Equity, by the President or a Vice President of such institution in each case, and shall be attached to a fully executed copy hereof. Thereupon, a fully executed copy of this Agreement with such Certificate of Approval attached shall be submitted to the New Jersey Department of Banking for filing.

(c) Governmental Approval. Each party shall have obtained all necessary approvals, consents, permissions and certificates from any governmental body or agency having jurisdiction and shall have satisfied all requirements prescribed by law which are necessary to carrying out the Plan provided for herein.

(d) Representations and Warranties. The representations and warranties of each party set forth herein shall be true and correct at and as of the Closing Date (as hereinafter defined) as though such representations and warranties were made at and as of such date.

(e) Performance of Other Obligations and Agreements. Each party shall have performed and complied with any other obligations and agreements required by this Agreement to be performed and complied with by it prior to or at the Closing Date.

(f) Legal or Administrative Proceedings. No suit, action, investigation or legal or administrative proceedings shall have been instituted or threatened which would prevent or interfere with the consummation of the Plan.

(g) Performance of Covenants. Each of the acts and undertakings of the parties to be performed hereunder on or before the Closing Date shall have been duly performed.

(h) No Injunction. No action, proceeding, regulation or legislation shall have been instituted or threatened before any court, governmental agency or legislative body to enjoin, restrain or prohibit, or to obtain substantial damages in respect of, or which is related to or arises out of, this Agreement or the consummation of the transactions contemplated hereby which, in the reasonable judgment of either Founders or Equity, would make it inadvisable to consummate such transactions (it being understood and agreed that a written request by governmental authorities for information with respect to the Plan may not be deemed to be a threat of material litigation or proceeding).

ARTICLE V
CLOSING DATE

5.01 Closing Date. The transactions contemplated by this Agreement shall be consummated at a closing (the "Closing") to be held at such time and date (the "Closing Date"), and at the offices of Susquehanna Bancshares, Inc., 26 North Cedar Street, Lititz, Pennsylvania or at such other location, as the parties may agree as soon as practicable following the fulfillment of all of the conditions of this Agreement.

5.02 Effectiveness of the Plan. Upon delivery of the documents to be delivered at the Closing, Equity shall immediately request the Commissioner to file in the New Jersey Department of Banking a fully executed copy of this Agreement with the Certificate of Approval attached. The parties shall use their reasonable best efforts to assure that the Effective Time occurs on the Closing Date.

ARTICLE VI
TERMINATION AND WAIVER

6.01 Right of Termination. This Agreement may be terminated prior to the Effective Time as follows:

- (a) Joint Action by Both Parties. By action of the respective boards of directors of both parties hereto;
 - (b) Unilateral Action by Any Party. By the unilateral action of the board of directors of either of Founders or Equity prior to the approval of the Plan by its sole shareholder;
- or

(c) Automatic Termination. If the transaction contemplated hereby has not been consummated by June 30, 2002, this Agreement shall expire automatically unless prior to such date this Agreement is extended, in writing by mutual action of the respective boards of directors of both Founders and Equity.

6.02 Effect of Termination. In the event that this Agreement is terminated unilaterally as provided herein, written notice of such termination shall forthwith be given by the terminating party to the other party.

ARTICLE VII

MISCELLANEOUS

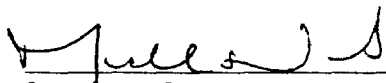
7.01 Further Assurances. Each party agrees to use its reasonable best efforts to take or cause to be taken such action and to execute and deliver or cause to be executed and delivered such additional documents and instruments and to do or cause to be done all other things necessary, proper or advisable under this provisions of this Agreement and under applicable law to consummate and make effective the Plan as soon as possible.

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

7.03 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of New Jersey, without regard to its conflict of laws provisions.

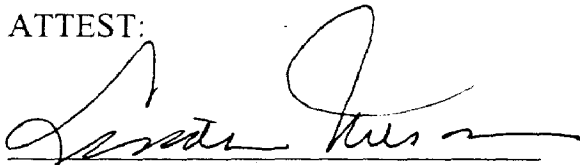
IN WITNESS WHEREOF, the parties hereto have executed this Agreement by their duly authorized officers as of the date first above written.

ATTEST:



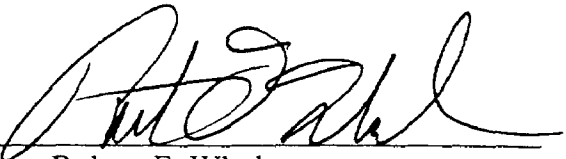
[Assistant] Secretary

ATTEST:



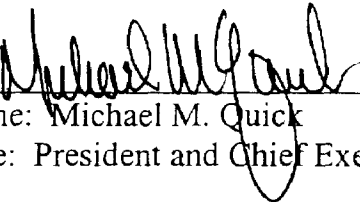
[Assistant] Secretary

FOUNDERS' BANK

By: 

Name: Robert F. Whalen
Title: President and Chief Executive Officer

EQUITY BANK

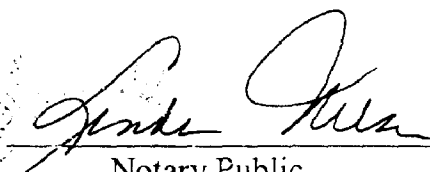
By: 

Name: Michael M. Quick
Title: President and Chief Executive Officer

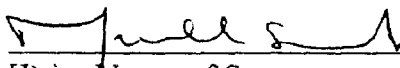
Michael Woods

I CERTIFY that on March 13th, 2002, [~~NAME OF SECRETARY OR ASSISTANT SECRETARY~~] personally came before me and this person acknowledged under oath, to my satisfaction, that: (a) this person is the [~~assistant secretary~~] [secretary] of Founder's Bank, the corporation named in the attached Agreement and Plan of Merger; (b) this person is the attesting witness to the signing of the attached Agreement and Plan of Merger by the proper corporate officer who is Robert F. Whalen, the President and Chief Executive Officer of the corporation; (c) such Agreement and Plan of Merger was signed and delivered by the corporation as its voluntary act duly authorized by a proper resolution of its Board of Directors; (d) this person knows the proper seal of the corporation which was affixed to such Agreement and Plan of Merger; and (e) this person signed this proof to attest to the truth of these facts.

Signed and sworn to before me on
March 13th, 2002:



Notary Public
LINDA C. NELSON
NOTARY PUBLIC OF NEW JERSEY
MY COMMISSION EXPIRES NOV. 14, 2004



[~~NAME OF SECRETARY OR~~
~~ASSISTANT SECRETARY~~]
Michael Woods
Secretary

Linda Nelson

I CERTIFY that on March 13th, 2002, [~~name of secretary or assistant secretary~~] personally came before me and this person acknowledged under oath, to my satisfaction, that: (a) this person is the [assistant secretary] [~~secretary~~] of Equity Bank, the corporation named in the attached Agreement and Plan of Merger; (b) this person is the attesting witness to the signing of the attached Agreement and Plan of Merger by the proper corporate officer who is Michael M. Quick, the President and Chief Executive Officer of the corporation; (c) such Agreement and Plan of Merger was signed and delivered by the corporation as its voluntary act duly authorized by a proper resolution of its Board of Directors; (d) this person knows the proper seal of the corporation which was affixed to such Agreement and Plan of Merger; and (e) this person signed this proof to attest to the truth of these facts.

Signed and sworn to before me on
March 13th, 2002:

Diane M. Spira
Notary Public

Linda Nelson
[~~Full Name of Secretary or~~
~~Assistant Secretary~~]
Linda Nelson
Assistant Secretary

DIANE M. SPERA
NOTARY PUBLIC OF NEW JERSEY
My Commission Expires Jan 12 2005

EXHIBIT A

CERTIFICATE OF INCORPORATION

STATE OF NEW JERSEY



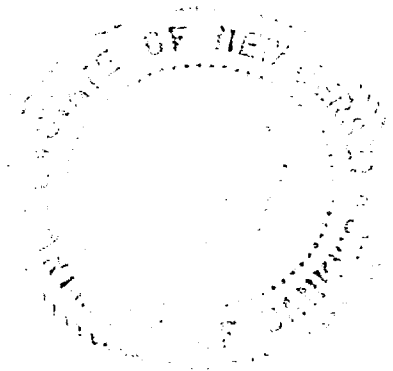
DEPARTMENT OF BANKING AND INSURANCE DIVISION OF BANKING

I, Michael D. Sheridan, Chief Examiner of the Division of Banking, Department of Banking & Insurance, do hereby certify that the foregoing is a true copy of the Certificate of Incorporation and the Commissioner's Decision and Order of EQUITY BANK, City of Marlton Burlington County, as obtained from the original charter file maintained in the Department of Banking & Insurance.

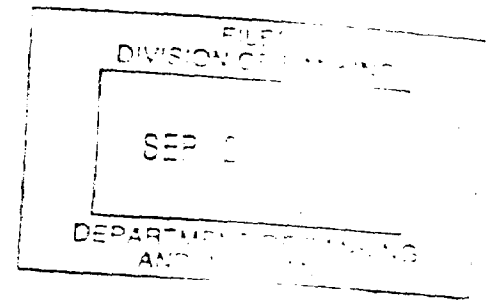
In testimony whereof, I have hereunto set my
hand and affixed my official seal at Trenton
this eighth day of **November, 2001.**

A handwritten signature in black ink, appearing to read "Michael D. Sheridan", written over a horizontal line.

Michael D. Sheridan
Chief Examiner
Applications



CERTIFICATE OF INCORPORATION
OF
EQUITY BANK



THIS IS TO CERTIFY that we, the undersigned, do hereby make and subscribe this Certificate of Incorporation, and do associate ourselves into a bank pursuant to "The Banking Act of 1948", being Chapter 67 of the laws of 1948, as amended, and each of us does severally agree to take and pay for the number of shares of the capital stock of the bank as hereinafter set forth after our respective names, together with our proportionate share of the surplus and reserve fund for organization expense and reserve for contingencies herein provided.

FIRST: The name by which the bank shall be know is:
Equity Bank.

SECOND: The principal office of the bank is to be located at 8000 Sagemore Drive, Suite 8101, in the City of Marlton, Burlington County, New Jersey.

THIRD: The bank shall have power to transact the business of banking in all its branches and, to that end, shall have and may exercise all those powers authorized to be exercised by banks under the provisions of The Banking Act of 1948 as presently enacted and as from time to time amended (as so amended, the "Banking Act"), and all those powers which are presently, or in the future may be authorized by law to be exercised by banks, including, without limitation, all of the agency and fiduciary powers of a qualified bank under Section 28 of the Banking Act.

FOURTH: The amount of authorized capital stock of the bank shall be \$10,000,000 divided into 2,000,000 shares of the par value of \$5.00 each. The amount of issued capital stock of the bank shall be \$8,096,890 divided into 1,619,378 shares of the par value of \$5.00 each. Authorized but unissued capital stock of the bank shall be \$1,903,110 divided into 380,622 shares of the par value of \$5.00 each. The Board of Directors may issue authorized but unissued capital stock under the provisions of the Banking Act.

FIFTH: The amount of surplus with which the bank will commence business is \$5,851,000.

SIXTH: The number of Directors of the bank shall be not less than five, and not more than twenty-five, as shall from time to time be fixed by the by-laws.

SEVENTH: The persons who shall serve as directors until the first annual meeting of the stockholders is as follows:

Frank J. Bartolone

Allen C. Eastlack, Sr.
Wayne R. Bryant
Santo John Maccherone
Michael M. Quick
William E. Reifsteck, Esq.
M. Zev Rose, Esq.
J. Olin Shelmire
Michael J. Wimmer
Robert F. Whalen

EIGHTH: The Board of Directors of the bank shall have power to make, alter and repeal by-laws, subject to alteration or repeal by the stockholders at any meeting. The power conferred by this paragraph Eighth shall be subject to such limitations as may from time to time be imposed by law.

NINTH: The Board of Directors may, between annual meetings, increase the number of directors by not more than two, and may appoint persons to fill the vacancies so created, subject to the limitation, however, that there shall not at any time be more directors than authorized by Section 101 of the Banking Act.

TENTH: The Board of Directors shall have power to pay dividends from time to time, in whole or in part in stock, without an amendment of the bank's certificate of incorporation and without approval or ratification of the stockholders, in the manner provided by and subject to the limitations contained in Section 52 of the Banking Act.

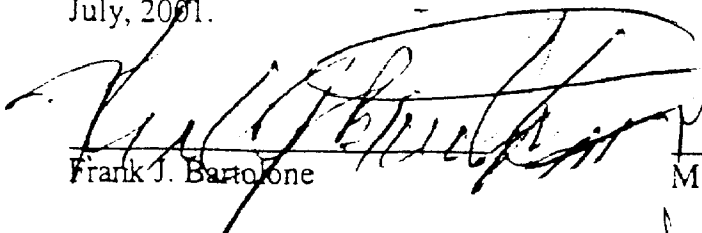
ELEVENTH: The Board of Directors shall have power to appoint from time to time an executive committee and a trust committee, from among its members, in accordance with the provisions of the Banking Act. Such committees shall have and may exercise such powers as are authorized by law subject to the time and provisions of the by-laws of the bank.

TWELFTH: A director of the bank shall not be personally liable to the bank or its stockholders for damages for breach of any duty owed to bank or its stockholders, except that this provision shall not relieve a director from liability for any breach of duty based upon an act or omission (a) in breach of such person's duty of loyalty to the bank or its stockholders, (b) not in good faith or involving a knowing violation of law, or (c) resulting in receipt by such person of an improper personal benefit.

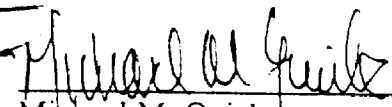
THIRTEENTH: For the duration permitted by the Banking Act, an officer shall not be personally liable to the bank or its stockholders for damages for breach of any duty owed to the bank or its stockholders, except that this provision shall not relieve an officer from liability for any breach of duty based upon an act or omission (a) in breach of such person's duty of loyalty to the bank or its stockholders, (b) not in good faith or involving a knowing violation of law, or (c) resulting in receipt by such person of an improper personal benefit.

FOURTEENTH: The bank shall have perpetual existence, subject to liquidation and dissolution as provided by law.

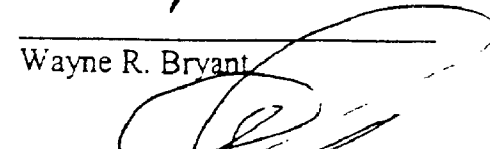
IN WITNESS WHEREOF, we have hereunto set our hands and seals the 17th day of July, 2001.




Frank J. Bartolone



Michael M. Quick



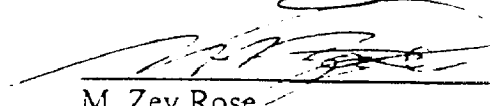
Wayne R. Bryant



William E. Reifsteck



Allen C. Eastlack, Sr.



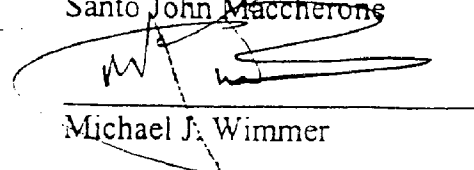
M. Zev Rose



Santo John Maccherone



J. Olin Shelmire

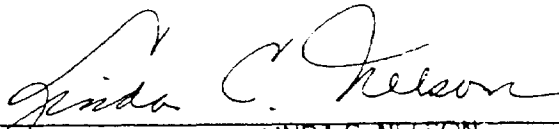


Michael J. Wimmer

Robert F. Whalen

STATE OF NEW JERSEY)
)
) SS:
)
COUNTY OF BURLINGTON)

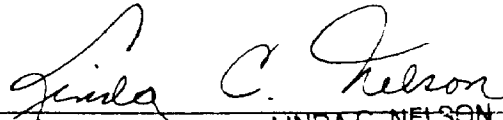
BE IT REMEMBERED, that on this 17th day of July, 2001, personally appeared before me, Frank J, Bartolone, a party to the foregoing Certificate of Incorporation, who, I am satisfied, is the person named in and who executed the foregoing certificate, and I having made known to him the contents thereof, he did acknowledge that he signed, sealed and delivered the same as his voluntary act and deed for the purposes and uses therein expressed.



Notary LINDA C. NELSON
NOTARY PUBLIC OF NEW JERSEY
MY COMMISSION EXPIRES NOV. 14, 2004

STATE OF NEW JERSEY)
)
) SS:
)
COUNTY OF BURLINGTON)

BE IT REMEMBERED, that on this 17th day of July, 2001, personally appeared before me, Allen C. Eastlack, Sr., a party to the foregoing Certificate of Incorporation, who, I am satisfied, is the person named in and who executed the foregoing certificate, and I having made known to him the contents thereof, he did acknowledge that he signed, sealed and delivered the same as his voluntary act and deed for the purposes and uses therein expressed.


Notary LINDA C. NELSON
NOTARY PUBLIC OF NEW JERSEY
MY COMMISSION EXPIRES NOV. 14, 2004


STATE OF NEW JERSEY

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SS:

COUNTY OF BURLINGTON)

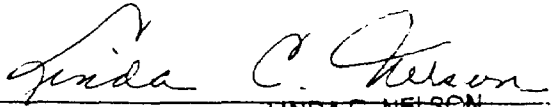
BE IT REMEMBERED, that on this 17th day of July, 2001, personally appeared before me, Santo John Maccherone, a party to the foregoing Certificate of Incorporation, who, I am satisfied, is the person named in and who executed the foregoing certificate, and I having made known to him the contents thereof, he did acknowledge that he signed, sealed and delivered the same as his voluntary act and deed for the purposes and uses therein expressed.



Notary

STATE OF NEW JERSEY)
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COUNTY OF BURLINGTON)


BE IT REMEMBERED, that on this 17th day of July, 2001, personally appeared before me, Michael M. Quick, a party to the foregoing Certificate of Incorporation, who, I am satisfied, is the person named in and who executed the foregoing certificate, and I having made known to him the contents thereof, he did acknowledge that he signed, sealed and delivered the same as his voluntary act and deed for the purposes and uses therein expressed.



Notary LINDA C. NELSON
NOTARY PUBLIC OF NEW JERSEY
MY COMMISSION EXPIRES NOV. 14, 2004

STATE OF NEW JERSEY)
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COUNTY OF BURLINGTON)

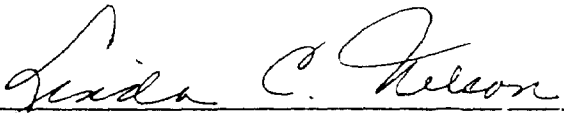
BE IT REMEMBERED, that on this 17th day of July, 2001, personally appeared before me, William E. Reifsteck, a party to the foregoing Certificate of Incorporation, who, I am satisfied, is the person named in and who executed the foregoing certificate, and I having made known to him the contents thereof, he did acknowledge that he signed, sealed and delivered the same as his voluntary act and deed for the purposes and uses therein expressed.



Notary

STATE OF NEW JERSEY)
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COUNTY OF BURLINGTON)

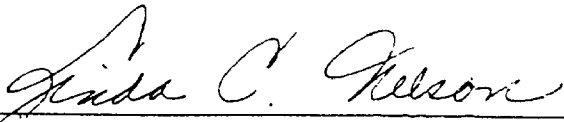
BE IT REMEMBERED, that on this 17th day of July, 2001, personally appeared before me, M. Zev Rose, a party to the foregoing Certificate of Incorporation, who, I am satisfied, is the person named in and who executed the foregoing certificate, and I having made known to him the contents thereof, he did acknowledge that he signed, sealed and delivered the same as his voluntary act and deed for the purposes and uses therein expressed.



Notary LINDA C. NELSON
NOTARY PUBLIC OF NEW JERSEY
MY COMMISSION EXPIRES NOV. 14, 2004

STATE OF NEW JERSEY)
)
) SS:
COUNTY OF BURLINGTON)

BE IT REMEMBERED, that on this 17th day of July, 2001, personally appeared before me, Michael J. Wimmer, a party to the foregoing Certificate of Incorporation, who, I am satisfied, is the person named in and who executed the foregoing certificate, and I having made known to him the contents thereof, he did acknowledge that he signed, sealed and delivered the same as his voluntary act and deed for the purposes and uses therein expressed.



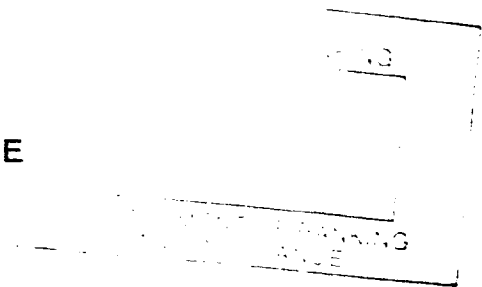
Notary

LINDA C. NELSON
NOTARY PUBLIC OF NEW JERSEY
MY COMMISSION EXPIRES NOV 14, 2004

STATE OF NEW JERSEY



DEPARTMENT OF BANKING AND INSURANCE
DIVISION OF BANKING



CERTIFICATE OF APPROVAL

THIS IS TO CERTIFY that I, Nicholas J. Ketcha Jr., Director of the Division of Banking, of the Department of Banking and Insurance, being satisfied that Equity Bank, NA, a national banking association under the laws of the United State of America, with its principal office at 8000 Sagemore Drive, in the City of Marlton, in the County of Burlington and the State of New Jersey, which has received approval to convert to Equity Bank, a New Jersey chartered bank, has:

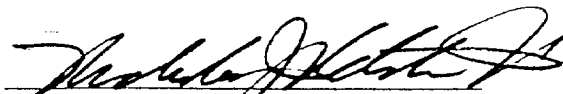
- (1) minimum capital stock and surplus to comply with section 4 of The Banking Act of 1948, as amended (the "Act") and;
- (2) complied with all respects to the applicable Federal law;

AND TO FURTHER CERTIFY that:

- (1) the matters set forth in the affidavit submitted to me pursuant to paragraph (2) of subsection (B) of section 149 of the Act are true;
- (2) the Certificate of Incorporation of Equity Bank complies with the requirements of paragraph (2) of subsection (B) of section 149 of the Act;
- (3) the plan of conversion provides no provision violative of the Laws of this State; and
- (4) the directors designated in the Certificate of Incorporation possess capacity and fitness for the duties and responsibilities with which they will be charged;

I, THEREFORE, approve the Certificate of Incorporation of EQUITY BANK, to be located at 8000 Sagemore Drive, City of Marlton, County of Burlington.

IT IS FURTHER CERTIFIED that the Certificate of Incorporation is filed in the
Department as of the close of business, September 28, 2001



Nicholas J. Kercha Jr.
Director

EXHIBIT B

BYLAWS

EQUITY BANK

BY-LAWS

ARTICLE I

Meeting of Stockholders

Section 1.1 Annual Meeting

The annual meeting of the stockholders for the election of directors and the transaction of whatever other business may properly come before the meeting shall be held at the main office of the Bank, 8000 Sagamore Drive, Suite 8101, Marlton, New Jersey or such other places as the Board of Directors may designate, at 7:00 p.m. o'clock, on the last Wednesday of April of each year. Not less than ten days prior to the date fixed for such meeting, notice of the annual meeting shall be published once in a newspaper published and circulated in the municipality in which the bank maintains its principal office, or, if there be no such newspaper, then in one published in the county in which the bank maintains its principal office or in an adjoining county, and which has general circulation in the municipality in which the bank maintains its principal office. In addition, notice of such meeting shall be mailed, postage prepaid, not less than ten, nor more than sixty days prior to the date thereof, addressed to each stockholder at his address appearing on the books of the Bank. The notice shall specify the place, day and hour of the meeting and the nature of the business to be transacted. No business other than the election of directors shall be transacted at such meeting unless notice of such other business shall have been given to the stockholders by mail, as described above. Notice of such other business need not be included in the publication of notice required by this section. If, for any cause, an election of directors is not made on the said day, the Board of Directors shall order the election to be held on some subsequent day, as soon thereafter as practicable, according to the provisions of law; and notice thereof shall be given in the manner herein provided for the annual meeting. Notwithstanding any of the foregoing provisions to the contrary, the Board of Directors at any regular meeting, by a vote of a majority of the total number of directors, shall have the authority to postpone the annual meeting to another date if the Board, in its sound discretion, decides that such a postponement is in the best interests of the Bank.

Section 1.2 Special Meetings

Except as otherwise specifically provided by statute, special meetings of the stockholders may be called for any purpose at any time by the president, the Board of Directors, the holders of not less than one-tenth of all shares outstanding with voting rights or by such other officers or persons as may be so authorized. At any time upon the written request of any person or persons entitled to call a special meeting, the secretary of the bank shall notify the stockholders of the call of a special meeting to be held at such time as the notice shall specify by mailing,

postage prepaid, not less than ten days prior to the date fixed for such meeting, nor more than sixty days after the receipt of the request, to each stockholder at his address appearing on the books of the Bank, a notice stating the purpose of the meeting.

Section 1.3 Nominations for Director

Nominations for election to the Board of Directors may be made by the Board of Directors or by any stockholder of any outstanding class of capital stock of the Bank entitled to vote for the election of directors. Nominations, other than those made by or on behalf of the existing management of the Bank, shall be made in writing and shall be delivered or mailed to the Secretary of the Bank not less than 14 days nor more than 50 days prior to any meeting of stockholders called for the election of directors, provided, however, that if less than 21 days' notice of the meeting is given to stockholders, such nomination shall be mailed or delivered to the Secretary of the Bank not later than the close of business on the seventh day following the day on which the notice of meeting was mailed. Such notification shall contain the following information to the extent known to the notifying stockholders: (a) the name and address of each proposed nominee; (b) the principal occupation of each proposed nominee; (c) the total number of shares of capital stock of the Bank that will be voted for each proposed nominee; (d) the name and residence address of the notifying stockholder; and (e) the number of shares of capital stock of the Bank owned by the notifying stockholder. Nominations not made in accordance herewith may, in his/her discretion, be disregarded by the Chairperson of the meeting, and upon his/her instructions, the vote tellers may disregard all votes cast for each such nominee.

Section 1.4 Judges of Election

Every election of directors shall be managed by three judges, who shall be appointed from among the stockholders by the Board of Directors. The judges of election shall hold and conduct the election at which they are appointed to serve; and after the election, they shall file with the Cashier a certificate under their hands, certifying the result thereof and the names of the directors elected. The judges of election, at the request of the Chairperson of the meeting, or of any stockholder or his proxy, shall act as tellers of any other vote by ballot taken at such meeting, and shall certify the result thereof. The judges shall deliver such certificate to the Chairperson of the meeting, and such certificate shall be recorded in the minutes of the meeting and filed with the Bank.

Section 1.5 Proxies

Stockholders may vote at any meeting of the stockholders by proxies duly authorized in writing, but no officer or employee of the Bank shall act as proxy. Proxies shall be valid only for one meeting, to be specified therein, and any adjournments of such meeting, but no proxy shall be valid after 11 months from the date of its execution, unless a longer time is expressly provided therein. In no event shall a proxy be valid after three years from the date of its execution. Proxies shall be dated and shall be filed with the secretary or cashier of the Bank.

Section 1.6 Quorum

A majority of the outstanding shares entitled to vote, represented in person or by proxy, shall constitute a quorum at any meeting of stockholders, unless otherwise provided by law; but if a quorum is not present at a meeting, a majority in interest of the stockholders present in person or by proxy may adjourn any meeting, from time to time, and the meeting may be held, as adjourned, without further notice. A majority of the votes cast shall decide every question or matter submitted to the stockholders at any meeting at which a quorum is present, unless otherwise provided by law or by the Certificate of Incorporation of the Bank.

Section 1.7 Stockholder Action without Meeting

Whenever action required or permitted to be taken at a meeting of stockholders by law or by the certificate of incorporation of the Bank or these By-laws is instead taken without a meeting pursuant to unanimous written consent of the stockholders of the Bank in accordance with N.J.S.A. Section 17:9A-79.1, the notice, publication and other provisions of Sections 1.1 through 1.6, inclusive, shall not apply.

ARTICLE II

Directors

Section 2.1 Board of Directors

The Board of Directors (hereinafter referred to as the "Board") shall have power to manage and administer the business and affairs of the Bank. Except as expressly limited by law, all corporate powers of the Bank shall be vested in and may be exercised by the Board. Directors shall be at least 18 years of age and need not be United States citizens or residents of this State. Each director shall own in good faith and hold in the director's own name unpledged shares of (x) whenever more than 80% of the capital stock of the Bank is owned by a parent bank holding company, such company and (y) at all other times, the Bank, which shares in either case shall have an aggregate par value or aggregate book value of at least \$500.

Section 2.2 Number

The Board shall consist of not less than five nor more than twenty-five directors, the exact number within such minimum and maximum limits to be fixed and determined from time to time by resolution of a majority of the full Board or by resolution of the stockholders at any meeting thereof. Subject to such minimum and maximum limits, the directors may, between annual meetings, increase the number of directors by not more than two and may appoint persons to fill the vacancies so created.

Section 2.3 Organization Meeting

The Secretary, upon receiving the certificate of the judges, of the result of any election, shall notify the directors-elect of their election and of the time at which they are required to meet at the main office of the Bank for the purpose of organizing the new Board and electing and appointing officers of the Bank for the succeeding year. Such meeting shall be held on the day of the election or as soon thereafter as practicable, and in any event, within thirty days thereof. If, at the time fixed for such meeting, there shall not be a quorum present, the directors present may adjourn the meeting, from time to time, until a quorum is obtained.

Section 2.4 Regular Meetings

The regular meeting of the Board shall be held, without notice, on the third Tuesday of each month at the main office, or at any other time designated by management. When any regular meeting of the Board falls upon a holiday, the meeting shall be held on the next banking business day unless the Board shall designate some other day.

Section 2.5 Special Meetings

Special meetings of the Board may be called by the President of the Bank, or by three or more directors. Each member of the Board shall be given notice stating the time and place, by telegram, letter, telephone, or in person, of each such special meeting.

Section 2.6 Quorum

A majority of the members of the Board of Directors shall constitute a quorum at any meeting, except when otherwise provided by law. Except as otherwise provided by law, action taken by a majority of a quorum shall be the action of the board; but a lesser number may adjourn any meeting, from time to time, and the meeting may be held, as adjourned, without further notice.

Section 2.7 Vacancies

When any vacancy occurs among the directors, the remaining members of the Board, upon the affirmative vote of a majority of the remaining directors, may appoint a director to fill such vacancy at any regular meeting of the Board, or at a special meeting called for that purpose in conformance with Section 2.2 of the Article. If, following a vacancy, less than five directors or less than a quorum remain, the directors in attendance at the next regular or special meeting of the board shall fill the vacancy.

ARTICLE III

Committees of the Board

Section 3.1 Examining Committee

There shall be an Examining Committee composed of not less than three directors, exclusive of any active officers, appointed by the Board annually or more often, whose duty it shall be to make an examination at least once during each calendar year and within 15 months of the last such examination into the affairs of the Bank or cause suitable examinations to be made by auditors responsible only to the Board and to report the result of such examination in writing to the Board at the next regular meeting thereafter. Such report shall state whether the Bank is in sound condition, whether adequate internal controls and procedures are being maintained and shall recommend to the Board such changes in the manner of conducting the affairs of the Bank as shall be deemed advisable.

Section 3.2 Other Committees

The Board may appoint, from time to time, from its own members, other committees of one or more persons, for such purposes and with such powers as the Board may determine. Not less than a majority of the members of any such other committee shall be directors. Each committee shall have the authority to take any action on behalf of the Board that may be delegated to the committee by resolution of the Board. The minutes of any such committee shall be presented to the board at its next meeting following the meeting of the committee, or at a meeting following the fifth business day after the committee meeting at which such action was taken.

ARTICLE IV

Officers and Employees

Section 4. 1 Chairperson of the Board

At its first meeting following each annual meeting of the stockholders of the Bank, the Board shall elect one of its members to be Chairperson of the Board to serve at the pleasure of the Board. Such person shall preside at all meetings of the Board. The Chairperson of the Board shall supervise the carrying out of the policies adopted or approved by the Board; shall have general executive powers, as well the specific powers conferred by these By-laws; shall also have and may exercise such further powers and duties as from time to time may be conferred upon or assigned to him or her by the Board.

Section 4.2 President

At its first meeting following each annual meeting of the stockholders of the Bank, the Board shall elect one of its members to be President of the Bank. In the absence of the Chairperson, the President shall preside at any meeting of the Board. The President shall be the chief executive officer of the Bank and shall have and exercise any and all other powers and duties pertaining by law, regulation, or practice, to the office of President, or imposed by these Bylaws. The President shall also have and may exercise such further powers and duties as from time to time may be conferred upon or assigned to him or her by the Board.

Section 4.3 Vice President

The Board may appoint one or more Vice Presidents. Each Vice President shall have such powers and duties as may be assigned by the Board. One Vice President shall be designated by the Board to perform, in the absence of the President, all the duties of the President.

Section 4.4 Secretary

At its first meeting following each annual meeting of the stockholders of the Bank, the Board shall elect a Secretary or other designated officer who shall serve as secretary of the Board and shall keep accurate minutes of all meetings of the Board. The Secretary shall attend to the giving of all notices required by these By-laws to be given; shall be custodian of the corporate seal, records, documents and papers of the Bank; shall provide for the keeping of proper records of all transactions of the Bank; shall have and may exercise any and all other powers and duties pertaining by law, regulation or practice, to his or her office, or imposed by these By-laws; and shall also perform such other duties as may be assigned to him or her, from time to time, by the Board.

Section 4.5 Treasurer

At its first meeting following each annual meeting of the stockholders of the Bank, the Board shall elect a Treasurer, who shall have the custody of the funds, valuable papers and securities of the Bank and shall keep or cause to be kept regular books of account for the Bank. The Treasurer shall perform such other duties and possess such other powers as are incident to that office or as shall be assigned by the Chairperson, the President, or the Board.

Section 4.6 Other Officers

The Board may appoint one or more Assistant Vice Presidents, one or more Assistant Secretaries, one or more Managers and Assistant Managers of branches and such other officers (including without limitation the Trust Officer to be appointed in accordance with Section 5.3 of these By-laws) and attorneys-in-fact as from time to time may appear to the Board to be required

or desirable to transact the business of the Bank. Such officers shall respectively exercise such powers and perform such duties as pertain to their several offices, or as may be conferred upon or assigned to them by the Board, the Chairperson of the Board, or the President.

Section 4.7 Tenure of Office

Subject to removal by the Board at its pleasure, or by the Commissioner of Banking and Insurance of New Jersey (the "Commissioner") pursuant to N.J.S.A. Section 17:9A-249, each officer shall hold office from the time of his or her election or appointment until the first meeting of the Board, following the next annual meeting of stockholders, at which officers are elected or appointed. Any vacancy occurring in the office of President shall be filled promptly by the Board, and any other vacancy in any office may be filled by the Board.

ARTICLE V

Trust Department

Section 5.1. Trust Department.

There shall be a department of the Bank known as the Trust Department which shall perform the fiduciary responsibilities of the Bank. The Trust Committee shall have not less than five members. Not less than a majority of the members of the trust committee shall be directors.

Section 5.2. Trust Committee.

Whenever the number of directors of the Bank exceeds nine, there shall be constituted a Trust Committee of the Bank having not less than five members to be appointed from time to time by the Board. Not less than a majority of the members of the Trust Committee shall be directors. Any or all of the remaining members of the Trust Committee may be directors or may be officers of the Bank who are not directors. A majority of the members of the Trust Committee shall constitute a quorum. Vacancies in the Trust Committee shall be filled by the Board. The Board may, from time to time, appoint one or more directors as alternate director members of the Trust Committee to act in the absence or disability of director members of the Committee and may, from time to time, appoint one or more officers of the Bank as alternate officer members of the Trust Committee to act in the absence or disability of officer members of the committee, and while so acting such alternate members shall have all the powers of members of the Committee.

Subject to applicable law and the provisions of the certificate of incorporation of the Bank and these By-laws, the Trust Committee may exercise all of the powers of the board of directors with respect to (i) accepting or rejecting any fiduciary or agency appointment, (ii) exercising voting and all other rights arising out of or incidental to any property, real or personal, held in any fiduciary or agency capacity, (iv) reviewing administration of assets held in any

fiduciary or agency capacity, (v) resigning as fiduciary or agent and other actions terminating service as fiduciary or agent, (vi) authorizing the execution, sealing with the Bank's seal and delivery of, any instrument necessary or appropriate to effectuate or evidence any of the powers of the Trust Committee; and (vii) subject to Sections 5.4 and 5.5 of these By-laws, all other duties and powers of the Bank in the administration of its fiduciary and agency functions.

Section 5.3. Trust Officer.

There shall be one or more Trust Officers of the Bank whose duties shall be to manage, supervise and direct all the activities of the Trust Committee. Such persons shall do or cause to be done all things necessary or proper in carrying on the business of the Trust Committee in accordance with provisions of law and applicable regulations; and shall act pursuant to opinion of counsel where such opinion is deemed necessary. Opinions of counsel shall be retained on file in connection with all important matters pertaining to fiduciary activities. The Trust Officer shall be responsible for all assets and documents held by the Bank in connection with fiduciary or agency matters. The Board of Directors may appoint such other officers of the Trust Department as it may deem necessary, with such duties as may be assigned to them by the Board.

Section 5.4. Trust Investment Committee.

There shall be a Trust Investment Committee of the Bank composed of three members, who shall be capable and experienced officers or directors of the Bank. All investments of funds held by the Bank in a fiduciary or agency capacity shall be made, retained or disposed of only with the approval of the Trust Investment Committee. The Trust Investment Committee shall keep minutes of all its meetings, showing the disposition of all matters considered and passed upon by it. The Trust Investment Committee shall, promptly after the acceptance of an account for which the Bank has investment responsibilities, review the assets thereof to determine the advisability of retaining or disposing of such assets. The Trust Investment Committee shall conduct a similar review at least once during each calendar year thereafter and within fifteen months after the last such review. A report of all such reviews, together with the action taken as a result thereof, shall be noted in the minutes of the Trust Investment Committee.

The minutes of each meeting of the Trust Investment Committee as to sales and purchases of real and personal property shall be presented to the Board at its next meeting following such meeting of the Trust Investment Committee, except that when such meeting of the Board occurs within two days following the day of such meeting of the Trust Investment Committee such minutes shall, if not presented at such first meeting, be presented to the Board at its second meeting following such meeting of the Trust Investment Committee.

Section 5.5. Trust Audit Committee.

The Board of Directors shall appoint a committee of three directors, exclusive of any active officer of the Bank, which shall, at least once during each calendar year and within fifteen months of the last such audit make suitable audits of the Trust Department or cause suitable audits to be made by auditors responsible only to the Board of Directors and at such time shall ascertain whether the Trust Department has been administered in accordance with law and sound fiduciary principles.

Section 5.6. Trust Department Files.

There shall be maintained in the Trust Department files containing all fiduciary records necessary to assure that its fiduciary responsibilities have been properly undertaken and discharged.

Section 5.7. Trust Investments.

Funds held in a fiduciary or agency capacity shall be invested in accordance with the instrument establishing the fiduciary or agency relationship and local law. Where such instrument does not specify the character and class of investments to be made and does not vest in the Bank a discretion in the matter, funds held pursuant to such instrument shall be invested in investments in which corporate fiduciaries may invest under local law.

ARTICLE VI

Stock and Stock Certificates

Section 6.1 Transfers

Shares of stock shall be transferable on the books of the Bank, and a transfer book shall be kept in which all transfers of stock shall be recorded. Every person becoming a stockholder by such transfer shall, in proportion to his or her shares, succeed to all rights of the prior holder of such shares.

Section 6.2 Stock Certificates

Certificates of stock shall bear the signature of the President (which may be engraved, printed or impressed), and shall be signed manually or by facsimile process by the Secretary or an Assistant Secretary, or any other officer appointed by the Board for that purpose, to be known as Authorized Officer, and the seal of the Bank shall be engraved thereon. Each certificate shall recite on its face that the stock represented thereby is transferable only upon the books of the Bank properly endorsed.

Section 6.3 Corporate Seal

The President, the Secretary or any Assistant Secretary or other officer thereunto designated by the Board shall have authority to affix the corporate seal of the Bank to any document requiring such seal, and to attest the same. Such seal shall be substantially in the following form:

ARTICLE VII

Miscellaneous Provisions

Section 7.1 Fiscal Year

The fiscal year of the Bank shall be the calendar year.

Section 7.2 Execution of Instruments

All agreements, indentures, mortgages, deeds, conveyances, transfers, certificates, declarations, receipts, discharges, releases, satisfactions, settlements, petitions, schedules, accounts, affidavits, bonds, undertakings, proxies, and other instruments or documents may be signed, executed, acknowledged, verified, delivered or accepted in behalf of the Bank by the Chairperson of the Board, or the President, or any Vice President, or the Secretary, or, if in connection with exercise of fiduciary or agency powers of the Bank, by any of said officers or by any trust officer. Any such instruments may also be executed, acknowledged, verified, delivered or accepted on behalf of the Bank in such other manner and by such other officers as the Board may from time to time direct. The provisions of this Section 7.2 are supplementary to any other provisions of these By-laws.

Section 7.3 Records

The Certificate of Incorporation, these By-laws and the proceedings of all meetings of the stockholders, the Board and the standing committees of the Board shall be recorded in appropriate minute books provided for the purpose. The minutes of each meeting shall be signed by the Secretary or other officer appointed to act as secretary of the meeting.

ARTICLE VII

By-laws

Section 8.1 Inspection

A copy of these By-laws with all amendments thereto shall at all times be kept in a convenient place at the main office of the Bank, and shall be open for inspection by all stockholders during banking hours.

Section 8.2 Amendments

These By-laws shall not be made, altered or repealed by the Board except by the affirmative vote of a majority of the whole Board at any regular or special meeting of the Board, and unless at least two days' prior written notice of the intended action shall have been given to the directors. The Board may not make, alter or repeal any by-laws which establish the requirement for calling a special meeting of the stockholders or set forth the manner in which these By-laws may be made, altered or repealed. By-laws shall not be made, altered or repealed by the stockholders except at an annual or special meeting of the stockholders by the affirmative vote of the holders of a majority of the capital stock of the Bank entitled to vote at such meeting or by a unanimous written consent of the stockholders.

ARTICLE IX

Emergencies

Section 9.1 Emergencies

In the event of an emergency declared by the President of the United States, the Governor of the State of New Jersey or the Commissioner or any person performing the functions of any of them, the officers and employees of the Bank will continue to conduct the affairs of the Bank under such guidance from the directors as may be available except as to matters which by statute require specific approval of the Board and subject to conformance with any governmental directives during the emergency.

ARTICLE X

Alternate Locations

Section 10.1 Alternate Locations

The offices of the Bank at which its business shall be conducted shall be the main office thereof located at 8000 Sagamore Drive, Suite 8101, Marlton, New Jersey and its authorized

branches from time to time in effect and any other legally authorized location which may be leased or acquired by the Bank to carry on its business. During an emergency resulting in any authorized place of business of the Bank being unable to function, the business ordinarily conducted at such location shall be relocated elsewhere in suitable quarters, in addition to or in lieu of the locations heretofore mentioned, as may be designated by the Board in accordance with resolutions adopted from time to time by the Board dealing with the exercise of authority in the time of such emergency conducting the affairs of the Bank. Any temporarily relocated place of business of the Bank shall be returned to its legally authorized location as soon as practicable and such temporary place of business shall then be discontinued.

ARTICLE XI

Indemnification

Subject to the limitation hereinafter set forth, any person, his or her heirs, executors or administrators shall be indemnified or reimbursed by the Institution for reasonable expenses actually incurred in connection with any action, suit or proceeding, civil or criminal, to which he or she shall be made a party by reason of his or her being or having been a Director, officer or employee of the Bank or of any firm, corporation or organization which he or she served in any such capacity at the request of the Bank. The indemnification and reimbursement herein provided for shall not extend or apply to any liability or expense of any person in any action, suit or proceeding as to which he or she shall be finally adjudged to have been guilty of or liable for self-dealing, gross negligence, willful misconduct or recklessness, nor shall it apply to any responsibility or liability pursuant to any criminal statute or for the payment of taxes pursuant to federal, state or local law. Indemnification shall apply to and reimbursement be given for an amount paid in settlement only if there shall have been a determination, with the advice of counsel for the Bank, by members of the Board of Directors not involved in the claim or proceeding and forming a majority of the whole Board of Directors, or by a disinterested person or person named by the Board of Directors, that the indemnification is proper in the circumstances because the person has met the applicable standard of conduct specified in this Article or if there shall be a like determination made by the holders of two-thirds of the outstanding shares of the common stock of the Bank.

The Bank may, upon the affirmative vote of a majority of its Board of Directors, purchase insurance for the purpose of indemnifying its Directors, officers and other employees to the extent that such indemnification is allowed in the preceding paragraph. Such insurance may, but need not be, for the benefit of all Directors, officers or employees.

ARTICLE XII

Retirement

Retirement of all officers and employees shall be mandatory at such age as the Board of Directors shall from time to time direct. Such requirement shall take place the first day of the month following the birthdate of the retiree except that: Officers and employees of banks, or other organizations absorbed by purchase, merger or consolidation, who have attained the age established by the Board of Directors, or will attain such age during the first year after consummation of the purchase, merger or consolidation, may remain in the bank's employ for one year after the date of such consummation. Directors who have attained the age of seventy-two years prior to or on April 10 in the applicable year, or in the event the annual shareholders meeting shall be held before such annual meeting, shall not be eligible for election to the Board.

AMENDMENT NO. 1 TO

AGREEMENT AND PLAN OF MERGER

This is an AMENDMENT AGREEMENT, dated as of June 3, 2002, by and between FOUNDERS' BANK, a Pennsylvania state-chartered bank and a member bank of the Federal Reserve System having its principal office at 101 Bryn Mawr Avenue, Bryn Mawr, Pennsylvania 19010 ("Founders"), and EQUITY BANK, a New Jersey state-chartered bank and trust company and a member bank of the Federal Reserve System having its principal office at 8000 Sagamore Drive, Suite 8101, Marlton, New Jersey 08053 ("Equity").

WHEREAS, Founders and Equity are parties to an Agreement and Plan of Merger, dated as of March 13, 2002 (the "Original Merger Agreement"), providing for the merger of Founders with and into Equity, with Equity constituting the receiving bank; and

WHEREAS, the parties desire to amend the Original Merger Agreement in certain respects;

NOW, THEREFORE, the parties hereto, intending to be legally bound, agree as follows:

1. Section 1.03 of the Original Merger Agreement is amended to read as follows:

"1.03 Conversion of Shares. The capital stock of Founders consists of shares of a single class of common capital stock, par value \$5.00 per share ("Founders Common Stock"). At the Effective Time, each share of Founders Common Stock then outstanding will be exchanged for one share of the common stock of Equity. No shares of the capital stock of a "company" (as such term is defined in paragraph (3) of section 132 (C. 17:9A-132)) will be issued, nor will any preferred stock, capital notes or other securities of Equity or of any such company be issued, nor any other consideration paid, on account of the Founders Common Stock. The amount of the capital stock of Equity after the merger will be \$8,196,890, divided into 1,639,378 shares of a par value of \$5.00 each, and the surplus of Equity will be \$18,029,000."

2. The date of "June 30, 2002" appearing in Section 6.01(c) of the Original Merger Agreement is hereby amended to read "August 30, 2002."

3. In all other respects, the Original Merger Agreement is hereby confirmed, ratified and approved and shall continue in full force and effect. Henceforth, references in the Original Merger Agreement to "this Agreement," "the Agreement," "hereof,"

“hereto” and words of similar import shall be deemed to refer to the Original Merger Agreement as hereby amended.

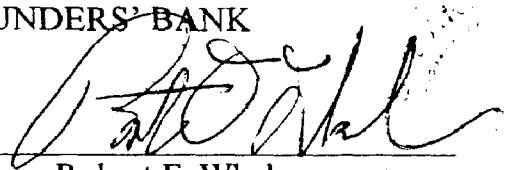
4. This Amendment Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument. This Amendment Agreement shall be governed by and construed in accordance with the laws of the State of New Jersey, without regard to principles of conflict of laws.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement by their duly authorized officers as of the date first above written.

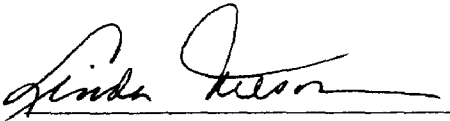
ATTEST:


[Assistant] Secretary

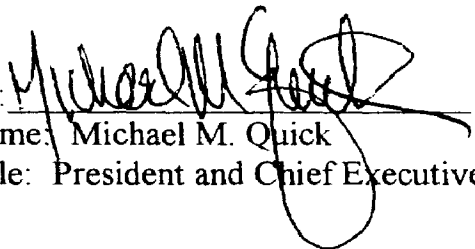
FOUNDERS' BANK

By: 
Name: Robert F. Whalen
Title: President and Chief Executive Officer

ATTEST:

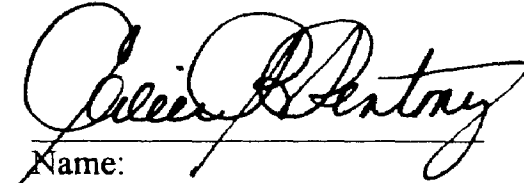

[Assistant] Secretary

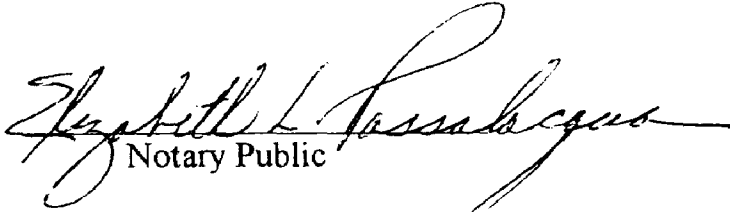
EQUITY BANK

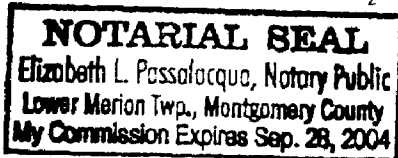
By: 
Name: Michael M. Quick
Title: President and Chief Executive Officer

I CERTIFY that on June 3rd, 2002 EILEEN R. PENTONY personally came before me and this person acknowledged under oath, to my satisfaction, that: (a) this person is the [assistant secretary] [secretary] of Founders' Bank, the corporation named in the attached Agreement and Plan of Merger; (b) this person is the attesting witness to the signing of the attached Agreement and Plan of Merger by the proper corporate officer who is Robert F. Whalen, the President and Chief Executive Officer of the corporation; (c) such Agreement and Plan of Merger was signed and delivered by the corporation as its voluntary act duly authorized by a proper resolution of its Board of Directors; (d) this person knows the proper seal of the corporation which was affixed to such Agreement and Plan of Merger; and (e) this person signed this proof to attest to the truth of these facts.

Signed and sworn to before me on
June 3rd, 2002:



Name:
Title: [Assistant] Secretary

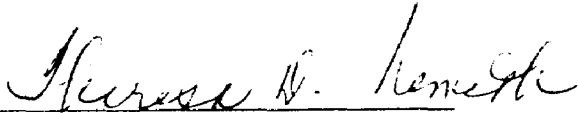

Notary Public



I CERTIFY that on June 30, 2002, LINDA NELSON personally came before me and this person acknowledged under oath, to my satisfaction, that: (a) this person is the [assistant secretary] [secretary] of Equity Bank, the corporation named in the attached Agreement and Plan of Merger; (b) this person is the attesting witness to the signing of the attached Agreement and Plan of Merger by the proper corporate officer who is Michael M. Quick, the President and Chief Executive Officer of the corporation; (c) such Agreement and Plan of Merger was signed and delivered by the corporation as its voluntary act duly authorized by a proper resolution of its Board of Directors; (d) this person knows the proper seal of the corporation which was affixed to such Agreement and Plan of Merger; and (e) this person signed this proof to attest to the truth of these facts.

Signed and sworn to before me on
June 30 2002:


Name:
Title: [Assistant] Secretary


Notary Public

THERESA D. NEMETH
NOTARY PUBLIC OF NEW JERSEY
Commission Expires 4/20/2003

STATE OF NEW JERSEY



DEPARTMENT OF BANKING AND INSURANCE DIVISION OF BANKING

I, Michael D. Sheridan, Chief Examiner of Applications of the State of New Jersey Department of Banking and Insurance, do hereby certify that the foregoing is a true copy of the Agreement and Plan of Merger, dated March 13, 2002, made between Equity Bank, Marlton, Burlington County and Founders' Bank, Bryn Mawr, Montgomery County, Pennsylvania as taken from the original charter file now remaining on file in this Department.

*In testimony whereof, I have hereunto set
my hand and affixed my official seal at
Trenton this second day of January, 2003.*

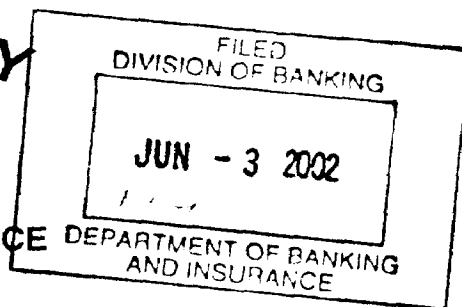
A handwritten signature in cursive script, reading "Michael D. Sheridan", written over a horizontal line.

Michael D. Sheridan
Chief Examiner
Applications

STATE OF NEW JERSEY



DEPARTMENT OF BANKING AND INSURANCE
DIVISION OF BANKING



CERTIFICATE OF APPROVAL

Pursuant to section 136 of The Banking Act of 1948, as amended, I hereby approve the foregoing Agreement and Plan of Merger, dated March 13, 2002, made between Equity Bank, Marlton, County of Burlington and Founders' Bank, Bryn Mawr, County of Montgomery, Pennsylvania under the charter and the title of Equity Bank, with principal office to be located in the Marlton, County of Burlington, New Jersey.

A handwritten signature in cursive script, appearing to read "H. Robert Tillman".

H. Robert Tillman
Acting Director

Dated:

6/3/02