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SECRETARY OF STATE
STATE OF IDAHO

ARTICLES OF SHARE EXCHANGE

Effective as of April 25, 2005, pursuant to Section 30-1-1106 of the Idaho Business Corporation Act, the undersigned parties to that certain Plan of Exchange, dated as of February 23, 2005 (the "**Plan of Exchange**"), do hereby certify as follows:

1. The parties to the Plan of Exchange were:
 - A. Syringa Bank, an Idaho corporation, whose shares were acquired in the Plan of Exchange; and
 - B. Syringa Bancorp, an Idaho corporation, who acquired all of the Syringa Bank shares pursuant to the Plan of Exchange.

2. A requisite majority of the shareholders of Syringa Bank voted for and approved of the Plan of Exchange at the Annual Meeting of the Stockholders, duly called, noticed and held on April 21, 2005.

SYRINGA BANK

By: 

Jerry Aldape, President

SYRINGA BANCORP

By: 

Jerry Aldape, President

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CERTIFICATE OF APPROVAL

I, the undersigned, Director of the Department of Finance, State of Idaho, do hereby certify that I have approved for filing the attached Articles of Share Exchange of Syringa Bank and Syringa Bancorp.

IDAHO DEPARTMENT OF FINANCE

Dated: April 26, 2005

By: 

Gavin Gee, Director

PLAN OF EXCHANGE

THE PLAN OF EXCHANGE, dated as of February 23, 2005 ("**Plan**"), is entered into by and between Syringa Bank, an Idaho-chartered commercial bank (the "**Bank**"), and Syringa Bancorp, an Idaho corporation ("**Holding Company**").

The parties desire to enter into a Plan whereby the Bank will be reorganized into a one bank holding company form of ownership. The result of such reorganization will be that, immediately after the Effective Date (as defined in Article 5 below), all of the issued and outstanding shares of common stock of the Bank will be held by Holding Company and present the holders of the issued and outstanding shares of common stock of the Bank will become the holders of the issued and outstanding shares of common stock of Holding Company (the "**Exchange**"). The parties agree as follows:

ARTICLE 1 THE BANK AND RELATED MATTERS

1.1 Existence of Bank. Following the Exchange, the existence of the Bank shall continue unaffected and unimpaired, with all rights, privileges, immunities and powers, subject to all of the duties and liabilities, of a corporation organized under the corporate and banking laws of the state of Idaho. The Articles of Incorporation and Bylaws of the Bank, as presently in effect, shall continue in full force and effect and shall not be changed in any manner whatsoever by the Exchange.

1.2 Business conducted by Bank. From and after the Effective Date, and subject to the actions of the Board of Directors of the Bank, the business presently conducted by the Bank will continue to be conducted by it as a wholly-owned subsidiary of Holding Company; and the present directors and officers of the Bank will continue in their present positions. The home office and branch offices of the Bank in existence immediately prior to the Effective Date shall continue to be the home office and branch offices, respectively, of the Bank from and after the Effective Date.

ARTICLE 2 CONVERSION OF STOCK

The terms and conditions of the Exchange, the mode of carrying the Exchange into effect, and the manner and basis of converting the common stock of the parties to this Plan shall be as follows:

2.1 Holding Company Common Stock. On the Effective Date, all shares of common stock of the Holding Company held by the Bank shall automatically be canceled, without further action by the Bank or any Bank shareholder, and shall no longer be deemed to be issued and outstanding for any purpose.

2.2 Conversion of Bank Common Stock. On the Effective Date, each share of common stock of the Bank ("**Bank Common Stock**") issued and outstanding immediately prior to the Effective Date shall, without further action by the Bank or any Bank shareholder,

automatically be converted into and shall become one share of common stock of the Holding Company (the "**Holding Company Common Stock**"); each such share of Bank Common Stock issued and outstanding immediately prior to the Effective Date shall be deemed to have been transferred to the Holding Company; and as of the Effective Date, all of the issued and outstanding shares of Bank Common Stock shall be held by the Holding Company.

2.3 1997 Stock Option Plan. On the Effective Date, the Bank's existing Stock Option Plan adopted in 1997, as amended (the "**1997 Stock Option Plan**"), shall automatically be continued as and become the 1997 Stock Option Plan of the Holding Company. Each option to purchase shares of Bank Common Stock under the 1997 Stock Option Plan outstanding at that time will be automatically converted into an identical option, with identical price, terms and conditions, to purchase an identical number of shares of the Holding Company Common Stock in lieu of shares of Bank Common Stock.

2.4 2001 Director Stock Option Plan. On the Effective Date, the Bank's existing Director Stock Option Plan adopted in 2001, as amended (the "**2001 Director Stock Option Plan**"), shall automatically be continued as and become the 2001 Director Stock Option Plan of the Holding Company. Each option to purchase shares of Bank Common Stock under the 2001 Director Stock Option Plan outstanding at that time will be automatically converted into an identical option, with identical price, terms and conditions, to purchase an identical number of shares of the Holding Company Common Stock in lieu of shares of Bank Common Stock.

2.5 Certificates for Holding Company Common Stock. After the Effective Date, each certificate that represented shares of Bank Common Stock shall, for all purposes, be automatically deemed to evidence an equal number of shares of Holding Company Common Stock. Former holders of Bank Common Stock will not be required to exchange their Bank Common Stock certificates for new certificates evidencing the same number of shares of Holding Company Common Stock. If in the future the Holding Company determines to effect an exchange of stock certificates, instructions will be sent to all holders of record. The transfer agent, if any, and registrar of the Bank will act in the same capacity for the Holding Company Common Stock.

2.6 Issuance of Holding Company Common Stock. All shares of Holding Company Common Stock into which shares of Bank Common Stock shall have been converted pursuant to this Article 2 shall be deemed to have been issued in full satisfaction of all rights pertaining to such converted shares of Bank Common Stock.

2.7 No Rights to Bank Common Stock. On the Effective Date, the holders of the certificates formerly representing Bank Common Stock outstanding on the Effective Date shall cease to have any rights with respect to the stock of the Bank, and their sole rights shall be with respect to the Holding Company Common Stock into which their shares of Bank Common Stock shall have been converted by the Exchange. The provisions of this paragraph shall not apply to any share of Bank Common Stock in respect of which a stockholder thereof shall pursue appraisal rights under Chapter 13 of Title 30 of the Idaho Code.

ARTICLE 3 CONDITIONS

The obligations of the Bank and the Holding Company to effectuate the Exchange and otherwise consummate the transactions contemplated hereby shall be subject to the satisfaction of the following conditions:

3.1 Board of Directors Approval. The Boards of Directors of the Bank and the Holding Company shall have adopted and approved this Plan.

3.2 Bank Shareholder Approval. The holders of the outstanding shares of Bank Common Stock shall have approved this Plan in accordance with the applicable provisions of the Idaho Business Corporation Act.

3.3 Federal and State Securities Laws. The fairness of the Exchange shall have been approved by the Idaho Department of Finance in accordance with Idaho Code § 30-14-202A; and the issuance of Holding Company Common Stock to the Bank's shareholders pursuant to the Exchange shall be exempted by § 3(a)(10) of the Securities Act of 1933 from the securities registration requirements of that Act and by § 30-14-202(9) from the securities registration requirements of the Idaho Securities Act. The Holding Company shall have complied with all applicable state securities or "blue sky" laws relating to the issuance of the Holding Company Common Stock.

3.4 Federal and State Agencies. Any and all approvals from the Federal Reserve, the Idaho Department of Finance and any other governmental agency having jurisdiction necessary for the lawful consummation of the Exchange and the issuance and delivery of the Holding Company Common Stock as contemplated by this Plan shall have been obtained.

ARTICLE 4 TERMINATION

4.1 Termination. This Plan may be terminated at the election of either party if any one or more of the set forth in Article 3 shall not have been satisfied and shall have become incapable of fulfillment and shall not be waived. This Plan may also be terminated at any time prior to the Effective Date by the mutual consent of the respective Boards of Directors of the Bank and Holding Company.

4.2 Dissenters. This Plan may be terminated by the Board of Directors of the Bank if shareholders holding more than 5% of the outstanding shares of Bank Common Stock exercise their dissenters' rights under Chapter 13 of Title 30 of the Idaho Code in regards to the Exchange.

4.3 Liabilities upon Termination. In the event of the termination of this Plan pursuant to either of the foregoing provisions, neither party shall have any further liability or obligation of any nature to the other party under this Plan.

ARTICLE 5 EFFECTIVE DATE OF EXCHANGE

Upon satisfaction or waiver (in accordance with the provisions of this Plan) of each of the conditions set forth in Article 3, the parties shall execute and cause to be filed Articles of Exchange with the Idaho Secretary of State and such certificates or further documents as may be required by the Idaho Department of Finance and with such other state or federal regulatory agencies as may be required. The Effective Date for all purposes hereunder shall be the date of filing the Articles of Exchange (or such later date as may be specified in the Articles of Exchange) with the Secretary of State of the State of Idaho.

ARTICLE 6 INTERPRETATIONS

6.1 Waiver. To the extent not prohibited by applicable law, any of the terms or conditions of this Plan may be waived at any time by the party entitled to the benefit thereof.

6.2 Modifications and Amendments. Prior to filing the Articles of Exchange, any of the terms or conditions of this Plan may be amended or modified in whole or in part at any time, to the extent not prohibited by applicable law, rules or regulations, by a written amendment. In the event that any governmental agency requests or requires that the transactions contemplated herein be modified in any respect as a condition of providing a necessary regulatory approval or favorable ruling, or that in the opinion of counsel such modification is necessary to obtain such approval or ruling, the Plan may be modified, at any time prior to filing the Articles of Incorporation (whether before or after adoption thereof by the Bank's shareholders), by a written instrument signed by both parties. Notwithstanding the forgoing authorization of Plan amendments and modifications, the Plan may not be amended, absent re-approval by the Bank's shareholders, to change either (i) the amount or kind of shares or other securities, interests, obligations, rights to acquire shares, other securities or interests, cash or other property to be received by the Bank's shareholders in the Exchange, or (ii) any other term or condition of the Plan if the change would adversely affect such shareholders in any material respect.

6.3 Governing Law. This Plan shall be governed by and construed under the laws of the State of Idaho except insofar as federal law is deemed to apply.

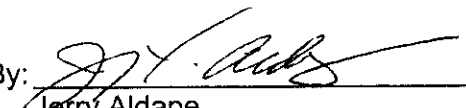
6.4 Expenses. Each party to the Plan of Exchange shall pay their respective expenses in connection with this Plan and the transactions contemplated herein.

**ARTICLE 7
SIGNATURES**

SYRINGA BANK

By: 
Jerry Aldape
President and Chief Executive Officer

SYRINGA BANCORP

By: 
Jerry Aldape
President and Chief Executive Officer