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*Altamura, Marsh and Associates, Inc.
merging into: Roger Bouchard Insurance, Inc.*

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| ☐ Profit | ☐ Amendment | ☒ Merger |
| ☐ NonProfit | | |
| ☐ Limited Liability Company | ☐ Dissolution/Withdrawal | ☐ Mark |
| ☐ Foreign | | |
| ☐ Limited Partnership | ☐ Annual Report | ☐ Other |
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ARTICLES OF MERGER
Merger Sheet

MERGING: -----

ALTAMURA, MARSH AND ASSOCIATES, INC., a Florida corporation, 570621

INTO

ROGER BOUCHARD INSURANCE, INC., a Florida entity, 304036.

File date: August 15, 2000

Corporate Specialist: Doug Spitler

ARTICLES OF MERGER
OF
ALTAMURA, MARSH AND ASSOCIATES, INC.
(a Florida corporation)
AND
ROGER BOUCHARD INSURANCE, INC.
(a Florida corporation)

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Pursuant to the provisions of Section 607.1105 of the Florida Business Corporation Act, these Articles of Merger provide that:

Article I

Name of Surviving Corporation

Altamura, Marsh and Associates, Inc., a Florida corporation ("Altamura"), shall be merged with and into Roger Bouchard Insurance, Inc., a Florida corporation ("Bouchard"), and Bouchard shall be the surviving corporation.

Article II

Plan of Merger

The Agreement and Plan of Merger, as amended, is attached hereto as Exhibit "A."

Article III

Effective Time of Merger

These Articles of Merger and the Merger shall become effective upon the filing of these Articles of Merger.

Article IV

Approval of the Merger

The Agreement and Plan of Merger dated July 19, 2000, pursuant to which Altamura shall be merged with and into Bouchard (the "Merger"), was adopted by and unanimously approved, in accordance with Florida law, by the Board of Directors of Altamura, and the Board of Directors of Altamura voted to submit the Merger to a vote of Altamura shareholders with a unanimous recommendation that the Merger be approved. The Merger, having been so submitted to the Altamura shareholders, was approved by the shareholders of Altamura by unanimous written consent dated as of July 10, 2000.

In accordance with Florida law, the Merger was adopted by the directors of Bouchard at a special meeting of the Board of Directors held on June 8, 2000. Approval of the merger by the shareholders of Bouchard was not required.

IN WITNESS WHEREOF, these Articles of Merger have been executed on behalf of Altamura and Bouchard by their authorized officers as of August 15, 2000.

ALTAMURA, MARSH AND ASSOCIATES, INC.

By: 
Name: LEONARD N. ALTAMURA
Title: PRESIDENT

ROGER BOUCHARD INSURANCE, INC.

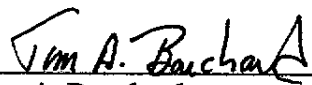
By: 
Tim A. Bouchard
Vice President

EXHIBIT "A"

AGREEMENT AND PLAN OF MERGER

BY AND AMONG

F.N.B. CORPORATION,

ROGER BOUCHARD INSURANCE, INC.,

ALTAMURA, MARSH AND ASSOCIATES, INC.

AND

THE SHAREHOLDERS OF ALTAMURA, MARSH AND ASSOCIATES, INC.

Dated as of July 19, 2000

TABLE OF CONTENTS

	<u>Page</u>
PREAMBLE	1
ARTICLE 1 TRANSACTIONS AND TERMS OF MERGER	1
1.1 <i>Merger</i>	1
1.2 <i>Time and Place of Closing</i>	1
1.3 <i>Effective Time</i>	1
1.4 <i>Articles of Incorporation</i>	2
1.5 <i>Bylaws</i>	2
1.6 <i>Directors and Officers</i>	2
1.7 <i>Shareholder Approval</i>	2
1.8 <i>Exchange of Certificates</i>	2
ARTICLE 2 MERGER CONSIDERATION	3
2.1 <i>Certain Definitions</i>	3
2.2 <i>Cash Election Percentage</i>	3
2.3 <i>Merger Consideration</i>	4
ARTICLE 3 MANNER OF CONVERTING SHARES	4
ARTICLE 4 REPRESENTATIONS AND WARRANTIES OF ALTAMURA	4
4.1 <i>Organization</i>	5
4.2 <i>Shareholders</i>	6
4.3 <i>No Violation</i>	6
4.4 <i>Financial Statements</i>	7
4.5 <i>Tax Matters</i>	7
4.6 <i>Accounts Receivable</i>	8
4.7 <i>Fixed Assets</i>	8
4.8 <i>Absence of Certain Changes</i>	8
4.9 <i>Absence of Undisclosed Liabilities</i>	9
4.10 <i>No Litigation</i>	10
4.11 <i>Compliance with Laws</i>	10
4.12 <i>Title to and Condition of Properties</i>	11
4.13 <i>Insurance</i>	12
4.14 <i>Contracts and Commitments</i>	14
4.15 <i>Labor Matters</i>	15
4.16 <i>Employee Benefit Plans</i>	16
4.17 <i>Employment Compensation</i>	19
4.18 <i>Trade Rights</i>	19
4.19 <i>Bank Accounts</i>	20
4.20 <i>Affiliates' Relationships to Altamura</i>	20
4.21 <i>Assets Necessary to Business</i>	21
4.22 <i>Securities Law Matters</i>	21
4.23 <i>No Brokers or Finders</i>	21

4.24	<i>Disclosure</i>	21
ARTICLE 5	REPRESENTATIONS AND WARRANTIES OF FNB AND BOUCHARD	22
5.1	<i>Corporate</i>	22
5.2	<i>Authority</i>	22
5.3	<i>Capital Stock</i>	22
5.4	<i>Tax Matters</i>	23
5.5	<i>No Violation</i>	23
5.6	<i>Absence of Certain Changes or Events</i>	23
5.7	<i>No Brokers or Finders</i>	23
5.8	<i>Disclosure</i>	23
5.9	<i>Consents</i>	23
5.10	<i>Litigation</i>	23
ARTICLE 6	COVENANTS	24
6.1	<i>Employment Agreements</i>	24
6.2	<i>Covenants Regarding Confidential Information</i>	24
6.3	<i>Tax and Accounting Treatment; Securities Law Matters</i>	25
6.4	<i>General Releases</i>	25
6.5	<i>Access to Information and Records</i>	25
6.6	<i>Conduct of Business Pending the Closing</i>	26
6.7	<i>Consents</i>	27
6.8	<i>Other Action</i>	27
6.9	<i>Data Processing Systems Compliance</i>	28
6.10	<i>Real Property Matters</i>	28
6.11	<i>Shareholder Debt</i>	28
6.12	<i>Schedules</i>	28
6.13	<i>Registration Rights</i>	28
6.14	<i>Employee Benefit Plans</i>	31
6.15	<i>Altamura Financial Statements</i>	31
6.16	<i>Use of Name</i>	31
6.17	<i>Underwriter/Insurer Consents</i>	32
6.18	<i>Employee Leasing Arrangements</i>	32
6.19	<i>Conversion of Class A Preferred Stock</i>	32
ARTICLE 7	CONDITIONS PRECEDENT TO OBLIGATIONS OF FNB AND BOUCHARD	32
7.1	<i>Representations and Warranties True as of the Closing Date</i>	32
7.2	<i>Compliance with Agreement</i>	32
7.3	<i>Absence of Suit</i>	32
7.4	<i>Consents and Approvals</i>	32
7.5	<i>Indebtedness; Guaranties</i>	33
7.6	<i>Completion of Due Diligence Investigation</i>	33
7.7	<i>Accredited Shareholder Supplement</i>	33
7.8	<i>Opinion of Counsel</i>	33
7.9	<i>Employment Agreements</i>	33
7.10	<i>Execution of Agreement by Shareholders</i>	33
7.11	<i>New Lease Arrangements</i>	33

7.12	<i>Termination of Shareholders' Agreements</i>	33
7.13	<i>Conversion of Class A Preferred Stock</i>	33
7.14	<i>Marketing Agency Agreement</i>	33
ARTICLE 8	CONDITIONS PRECEDENT TO OBLIGATIONS OF ALTAMURA AND THE SHAREHOLDERS	34
8.1	<i>Representations and Warranties True on the Closing Date</i>	34
8.2	<i>Compliance with Agreement</i>	34
8.3	<i>Absence of Suit</i>	34
8.4	<i>Consents and Approvals</i>	34
8.5	<i>Tax Treatment</i>	34
ARTICLE 9	INDEMNIFICATION	35
9.1	<i>By Shareholders</i>	35
9.2	<i>By FNB and Bouchard</i>	36
9.3	<i>Limitations on Indemnification</i>	36
9.4	<i>Indemnification of Third-Party Claims</i>	37
9.5	<i>Payment</i>	38
9.6	<i>No Waiver</i>	39
9.7	<i>Adjustment of Liability</i>	39
ARTICLE 10	CLOSING	39
10.1	<i>Documents to be Delivered by Altamura and the Shareholders</i>	39
10.2	<i>Documents to be Delivered by FNB and Bouchard</i>	41
ARTICLE 11	TERMINATION	41
11.1	<i>Right of Termination Without Breach</i>	41
11.2	<i>Termination for Breach</i>	42
ARTICLE 12	MISCELLANEOUS	42
12.1	<i>Expenses</i>	42
12.2	<i>Brokers and Finders</i>	43
12.3	<i>Entire Agreement</i>	43
12.4	<i>Amendments</i>	43
12.5	<i>Waivers</i>	43
12.6	<i>Assignment</i>	44
12.7	<i>Notices</i>	44
12.8	<i>Governing Law</i>	45
12.9	<i>Counterparts</i>	45
12.10	<i>Captions</i>	45
12.11	<i>Enforcement of Agreement</i>	45
12.12	<i>Severability</i>	45

LIST OF EXHIBITS

<u>Exhibit Number</u>	<u>Description</u>
1.	Capitalization of Altamura; Shareholders' Addresses
1A.	Percentage Ownership of Altamura
2.	Form of Producer Amendment
3.	Accredited Shareholder Supplement/Purchaser Questionnaire
4.	Form of Opinion of Johnson, Blakely, Pope, Bokor, Ruppel & Burns, P.A.
5.	Indemnifying Shareholders

SCHEDULES

Schedule 2.2(b)	-	Closing Balance Sheet (to be delivered prior to closing)
Schedule 4.1(d)	-	Stock Ownership
Schedule 4.1(e)	-	Directors and Officers
Schedule 4.1(f)	-	Capitalization
Schedule 4.2(d)	-	Shareholders' Agreements
Schedule 4.4	-	Financial Statements
Schedule 4.6	-	Aged Schedule of Accounts Receivable
Schedule 4.8	-	Certain Changes
Schedule 4.10	-	Past Litigation
Schedule 4.11(c)	-	Environmental Matters (Exceptions to Representations)
Schedule 4.12(a)	-	Liens
Schedule 4.12(c)	-	Real Property
Schedule 4.13(a)	-	Insurance Policies
Schedule 4.13(b)	-	Other Insurance Arrangements
Schedule 4.13(c)	-	Claims
Schedule 4.13(d)	-	Exceptions to Representations and Warranties
Schedule 4.14(a)	-	Real Property Leases
Schedule 4.14(b)	-	Personal Property Leases
Schedule 4.14(c)	-	Purchase Commitments
Schedule 4.14(d)	-	Sales Contracts and Commitments
Schedule 4.14(e)	-	Contracts With Certain Persons
Schedule 4.14(h)	-	Loan Agreements, etc.
Schedule 4.14(j)	-	Restrictive Agreements
Schedule 4.14(k)	-	Material Contracts
Schedule 4.14(l)	-	Agreements with Underwriters and Insurers
Schedule 4.15	-	Labor Matters
Schedule 4.16(a)	-	Employee Plans/Agreements
Schedule 4.16(d)	-	Funded Plans
Schedule 4.16(e)	-	Leased Employees
Schedule 4.16(h)	-	No Triggering of Obligations
Schedule 4.17	-	Employment Compensation
Schedule 4.18	-	Trade Rights
Schedule 4.19	-	Bank Accounts
Schedule 4.20(a)	-	Contracts with Affiliates
Schedule 4.20(c)	-	Obligations of and to Affiliates
Schedule 6.1	-	Employees to Execute Producer Amendments
Schedule 6.6(d)	-	Certain Changes
Schedule 6.6(k)	-	Distributions

AGREEMENT AND PLAN OF MERGER

THIS AGREEMENT AND PLAN OF MERGER (this "Agreement") is made and entered into as of July 19, 2000, by and among F.N.B. CORPORATION ("FNB"), a Pennsylvania corporation having its principal office located in Hermitage, Pennsylvania; ROGER BOUCHARD INSURANCE, INC. ("Bouchard"), a Florida corporation having its principal office located in Clearwater, Florida and a wholly owned subsidiary of FNB; ALTAMURA, MARSH AND ASSOCIATES, INC. ("Altamura"), a Florida corporation having its principal office located in Clearwater, Florida; and each of the shareholders of Altamura (collectively, the "Shareholders").

PREAMBLE

The Boards of Directors of FNB, Bouchard and Altamura are of the opinion that the acquisition described herein is in the best interests of the parties and their respective shareholders. This Agreement provides for the acquisition of Altamura by FNB pursuant to the merger of Altamura with and into Bouchard (the "Merger"). At the effective time of such Merger, all of the outstanding shares of the capital stock of Altamura (the "Altamura Shares") shall be converted into the right to receive cash and shares of the common stock of FNB, \$2.00 par value per share (the "FNB Common Stock"). As a result, the Shareholders shall become shareholders of FNB. The transactions described in this Agreement are subject to the approvals of the Shareholders and the satisfaction of certain other conditions described in this Agreement. It is the intention of the parties to this Agreement that the Merger for federal income tax purposes shall qualify as a "reorganization" within the meaning of Section 368(a) of the Internal Revenue Code of 1986, as amended.

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 (as defined in Section 1.3), Altamura shall be merged with and into Bouchard in accordance with the provisions of the Florida Business Corporation Act, as amended (the "FBCA"). At the Effective Time, the separate existence of Altamura shall cease, and Bouchard shall be the surviving corporation resulting from the Merger (the "Surviving Corporation"). From and after the Effective Time, the Merger shall have the effects specified in the FBCA. The Merger shall be consummated pursuant to the terms of this Agreement, which has been approved and adopted by the respective Boards of Directors of FNB, Bouchard and Altamura.

1.2 *Time and Place of Closing.* The closing of the transactions contemplated by this Agreement (the "Closing"), including the Merger, shall take place at 10:00 A.M., local time, on a date specified by the parties as they, acting through their chief executive officers or chief financial officers, may mutually agree (the "Closing Date"), provided that such Closing shall not occur prior to the Effective Time.

1.3 *Effective Time.* The Merger and other transactions contemplated by this Agreement shall become effective on the date and at the time on which the Articles of Merger containing the provisions required by, and executed in accordance with, the FBCA (the "Articles of Merger") shall have been accepted for filing by the Florida Department of State, or such later date and time as is agreed in writing by the parties

to this Agreement and specified in the Articles of Merger (the "Effective Time"). Unless the parties to this Agreement otherwise mutually agree in writing, the parties to this Agreement shall file the Articles of Merger on the Closing Date and shall use their best efforts to cause the Effective Time to occur on the Closing Date.

1.4 *Articles of Incorporation.* Pursuant to the Merger, the Articles of Incorporation of Bouchard in effect at the Effective Time shall be the Articles of Incorporation of the Surviving Corporation until otherwise amended or repealed in accordance with applicable law.

1.5 *Bylaws.* Pursuant to the Merger, the Bylaws of Bouchard in effect at the Effective Time shall be the Bylaws of the Surviving Corporation until otherwise amended or repealed in accordance with applicable law.

1.6 *Directors and Officers.* Pursuant to the Merger, the directors and officers of Bouchard prior to the Effective Time shall be the directors and officers of the Surviving Corporation, each to hold office in accordance with the Articles and Bylaws of the Surviving Corporation.

1.7 *Shareholder Approval.* The Shareholders shall take all action necessary, in accordance with the FBCA and other applicable law and the Articles of Incorporation and Bylaws of Altamura, to approve the Merger, this Agreement and the transactions contemplated hereby at a special meeting of the Shareholders or by unanimous written consent.

1.8 *Exchange of Certificates.*

(a) From and after the Effective Time, each Shareholder shall be entitled to receive certificates evidencing his or her Stock Consideration (as defined in Article 2). Upon delivery to FNB of such documents as are required by this Agreement, together with any other documents or agreements evidencing such Shareholder's right to receive Stock Consideration as are reasonably requested by FNB, FNB shall promptly deliver to such Shareholder the certificates evidencing his or her Stock Consideration.

(b) From and after the Effective Time, certificates evidencing the Altamura Shares shall represent solely the right to receive the Merger Consideration in respect of the Altamura Shares, and shall have no other rights. No interest shall accrue or be payable on the Merger Consideration. Upon the issuance of certificates representing shares of FNB Common Stock constituting the Stock Consideration, the Shareholders shall become shareholders of FNB entitled to all rights and privileges appertaining thereto.

(c) Anything in this Agreement to the contrary notwithstanding, no Shareholder shall be entitled to receive any Merger Consideration unless and until such Shareholder has duly executed and delivered this Agreement and any releases and other documents, instruments and agreements contemplated by this Agreement.

(d) The shares of FNB Common Stock to be issued to the Shareholders pursuant to Article 2 shall be characterized as "restricted securities" for purposes of Rule 144 under the Securities Act of 1933, as amended (the "Securities Act") and each certificate representing any such shares shall bear a legend identical or similar in effect to the following legend (together with any other legend or legends required by applicable state securities laws or otherwise):

"THE SECURITIES EVIDENCED HEREBY HAVE NOT BEEN REGISTERED UNDER THE FEDERAL SECURITIES ACT OF 1933, AS AMENDED, OR THE SECURITIES LAWS OF ANY STATE, IN RELIANCE UPON CERTAIN EXEMPTIVE PROVISIONS OF SAID ACTS. SAID SECURITIES CANNOT BE SOLD OR TRANSFERRED WITHOUT SUCH REGISTRATION UNLESS, IN THE OPINION OF COUNSEL TO THE ISSUER, AN EXEMPTION FROM SUCH REGISTRATION IS THEN AVAILABLE."

ARTICLE 2

MERGER CONSIDERATION

2.1 *Certain Definitions.* As used herein, the following terms shall have the meanings set forth below:

(a) Pro Forma Tangible Net Worth. The term "Pro Forma Tangible Net Worth" shall mean total shareholders' equity less any intangible assets (net of amortization) as reflected on the Pro Forma Closing Balance Sheet to be provided pursuant to Section 6.15.

(b) Aggregate Purchase Price. The term "Aggregate Purchase Price" shall mean that amount equal to the sum of (A) Pro Forma Tangible Net Worth and (B) Three Million Nine Hundred Seventy-Six Thousand Three Hundred Dollars (\$3,976,300).

(c) Pro Rata Purchase Price. The term "Pro Rata Purchase Price" shall mean, with respect to a Shareholder, an amount equal to the product of such Shareholder's percentage ownership of Altamura as set forth on Exhibit "1-A" multiplied by the Aggregate Purchase Price.

(d) Cash Consideration. The term "Cash Consideration," with respect to a Shareholder, shall mean a cash amount equal to the product of such Shareholder's Cash Election Percentage (as defined in Section 2.2) multiplied by such Shareholder's Pro Rata Purchase Price.

(e) Stock Consideration. The term "Stock Consideration," with respect to a Shareholder, shall mean that number of shares of FNB Common Stock which results by dividing (A) the amount equal to such Shareholder's Pro Rata Purchase Price less such Shareholder's Cash Consideration by (B) the Stock Price.

(f) Stock Price. The term "Stock Price" shall mean the average of the closing bid and ask prices of FNB Common Stock as reported by the Nasdaq Stock Market for the five consecutive full trading days during which such shares are traded immediately prior to the fifth business day prior to the Closing.

2.2 *Cash Election Percentage.* Each Shareholder shall notify FNB, in writing, not later than seventy-two (72) hours prior to Closing of the percentage of such Shareholder's Pro Rata Purchase Price which such Shareholder desires to receive in cash (such percentage referred to herein as the "Cash Election Percentage"); provided, however, that no Shareholder's Cash Election Percentage shall be in excess of 20.0%. In the event that a Shareholder does not provide notice to FNB in accordance with the previous sentence, such Shareholder's Cash Election Percentage shall be equal to 0.0%.

2.3 *Merger Consideration.*

(a) Delivery of Merger Consideration. At the Closing, (i) FNB shall deliver to each Shareholder such Shareholder's Cash Consideration and issue to such Shareholder such Shareholder's Stock Consideration (the aggregate amount of cash to be delivered to the Shareholders as Cash Consideration and the aggregate number of shares of FNB Common Stock to be issued to the Shareholders as Stock Consideration collectively referred to herein as the "Merger Consideration").

(b) Termination of Altamura Shares. At the Effective Time, all of the Altamura Shares shall cease to exist and will be converted into the right to receive the Merger Consideration, as set forth in Section 2.3(a). The delivery of the Merger Consideration as set forth in Section 2.3(a) shall constitute the full, final and complete consideration for the transactions contemplated hereby, including the Merger. The shares of FNB Common Stock issued as Stock Consideration shall be credited on behalf of the Shareholders in an account established by the Shareholders with the "F.N.B. Corporation Dividend Reinvestment and Direct Stock Purchase Plan."

(c) Acknowledgment of Percentage Ownership. Each Shareholder hereby acknowledges and agrees that Exhibit "1-A" accurately sets forth the percentage ownership of such Shareholder in Altamura.

ARTICLE 3

MANNER OF CONVERTING SHARES

Subject to the provisions of this Article 3, at the Effective Time, by virtue of the Merger and without any action on the part of FNB, Bouchard or Altamura, or the shareholders of any of the foregoing, the shares of the constituent corporations shall be converted as follows:

(a) Each share of common stock of the Surviving Corporation issued and outstanding immediately prior to the Effective Time shall remain outstanding and issued entirely to FNB.

(b) Each share of FNB Capital Stock issued and outstanding immediately prior to the Effective Time shall remain issued and outstanding from and after the Effective Time.

(c) Each Altamura Share issued and outstanding immediately prior to the Effective Time shall be canceled and terminated and will be converted into the right to receive the Merger Consideration, as set forth in Article 2.

ARTICLE 4

REPRESENTATIONS AND WARRANTIES OF ALTAMURA AND THE SHAREHOLDERS

Altamura and those shareholders of Altamura identified on Exhibit "5" hereto (the "Indemnifying Shareholders"), jointly and severally, make the following representations and warranties to FNB and Bouchard, each of which is true and correct on the date hereof, shall be unaffected by any investigation heretofore or hereafter made by FNB or Bouchard, or any knowledge of FNB or Bouchard, and shall survive

the Closing as provided for in Section 9.1 hereof. In the absence of a specific cross-reference, information set forth in the schedules attached hereto (each a "Schedule" or collectively, the "Schedules") specifically refers to the article and section of this Agreement to which such information is responsive, and such information shall not be deemed to have been disclosed with respect to any other article or section of this Agreement. No Schedule shall vary, change or alter the language of the representations and warranties contained in this Agreement, and to the extent the language in a Schedule does not conform to the language of such representations and warranties, such language in the Schedule shall be disregarded and be of no force or effect.

4.1 *Organization.*

(a) Formation; Good Standing. Altamura is a corporation duly organized, validly existing and in active status under the laws of the State of Florida.

(b) Authority. Altamura has all requisite corporate power, authority and right to own, operate and lease its properties and to carry on its business as and where such business is now being conducted.

(c) Qualification. Altamura is not required to be duly licensed or qualified to do business as a foreign corporation in any jurisdiction.

(d) Stock Ownership. Except as set forth on Schedule 4.1(d), Altamura does not own, directly or indirectly, any capital stock or other equity securities of any corporation, or have any direct or indirect equity or other ownership interest in any entity or business. Except for Altamura, none of the Shareholders has a direct or indirect equity or ownership interest in a business or entity that is wholly or partially engaged in the business of banking or any business similar or ancillary thereto, including the insurance business, other than ownership of five percent (5%) or less of the voting securities of any entity whose securities are publicly traded on the Nasdaq Stock Market or on a national securities exchange.

(e) Company Records, etc. The copies of the Articles of Incorporation and Bylaws of Altamura, including any amendments thereto, which have been delivered to FNB and Bouchard, are true, correct and complete copies of such instruments as in effect at present. The minute book and stock records of Altamura, copies of which have been furnished to FNB and Bouchard for inspection, and originals of which will be delivered to Bouchard at Closing, are true, correct and complete and accurately reflect all material company action taken by Altamura. The directors and officers of Altamura are listed in Schedule 4.1(e).

(f) Capitalization. The ownership of the Altamura Shares is as set forth in Schedule 4.1(f). There are no issued or outstanding shares of the capital stock of Altamura other than as set forth on Schedule 4.1(f). All of the Altamura Shares are owned of record and beneficially by the Shareholders in the respective amounts set forth on Exhibit "1," which also sets forth the address of each Shareholder. The Altamura Shares have been paid in full and all such shares are validly issued, fully paid and nonassessable. Schedule 4.1(f) sets forth, with respect to each issuance of Altamura Shares, the date of issuance, the purchaser(s), and the consideration received therefor.

(g) Options and Rights. There are no (A) securities convertible into or exchangeable for any securities of Altamura, (B) options, warrants or other rights to purchase or

subscribe to any securities of Altamura or any securities which are convertible into or exchangeable for any securities of Altamura, or (C) contracts, commitments or agreements of any kind relating to the issuance, sale or transfer of (i) any securities of Altamura, (ii) any such convertible or exchangeable securities, (iii) or any such options, warrants or other rights.

(h) Authorization; Validity. The execution and delivery of this Agreement and the other agreements, instruments and documents contemplated hereby (such other agreements, instruments and documents sometimes referred to herein individually as an "Ancillary Instrument" or collectively as the "Ancillary Instruments") to be executed by Altamura and the full performance by Altamura thereunder, have been duly authorized by the Board of Directors of Altamura and the Shareholders and no other or further corporate act on the part of Altamura is necessary therefor. This Agreement has been duly and validly executed and delivered by Altamura and is, and when executed and delivered the Ancillary Instruments will be, the legal, valid and binding obligations of Altamura, enforceable in accordance with their respective terms, except as such may be limited by bankruptcy, insolvency, reorganization or other laws affecting creditors' rights generally, and by general equitable principles.

4.2 *Shareholders.*

(a) Power. Each Shareholder has full power, legal right and authority to enter into, execute and deliver this Agreement and the Ancillary Instruments and to carry out the transactions contemplated hereby and thereby.

(b) Validity. This Agreement has been duly and validly executed and delivered by each Shareholder party hereto and is, and when executed and delivered each Ancillary Instrument to be executed and delivered by the Shareholders pursuant hereto will be, the legal, valid and binding obligation of such Shareholder, enforceable against such Shareholder in accordance with its terms, except as such may be limited by bankruptcy, insolvency, reorganization or other laws affecting creditors' rights generally, and by general equitable principles.

(c) Title. As of the date hereof, each Shareholder owns the Altamura Shares as shown on Exhibit "1," free and clear of any liens, security interests, pledges, assessments, levies, restrictions, options, voting trusts or agreements, proxies, encumbrances, marital or community property interests or other claims or charges. At the Closing, each Shareholder will own the shares of Class B Common Stock of Altamura as shown on Exhibit "1" and the shares of Class B Common Stock of Altamura into which the shares of Class A Preferred Stock shall be converted pursuant to Section 6.19 free and clear of any liens, security interests, pledges, assessments, levies, restrictions, options, voting trusts or agreements, proxies, encumbrances, marital or community property interests or other claims or charges.

(d) Shareholders' Agreements. Schedule 4.2(d) sets forth each Shareholders' Agreement which is in effect on the date hereof, and the name of each Shareholder bound by such Shareholders' Agreement.

4.3 *No Violation.* Neither the execution and delivery of this Agreement or the Ancillary Instruments by Altamura or the Shareholders nor the consummation by Altamura or the Shareholders of the transactions contemplated hereby and thereby (a) will violate any statute or law or any rule, regulation, order, writ, injunction or decree of any court or governmental authority, (b) will require any authorization, consent, approval, exemption or other action by or notice to any court, administrative or governmental agency,

instrumentality, commission, authority, board or body, or (c) will violate or conflict with, or constitute a default (or an event which, with notice or lapse of time, or both, would constitute a default) under, or will result in the termination of, or accelerate the performance required by, or result in the creation of any Lien (as defined in Section 4.12) upon any of the assets of Altamura (or the Altamura Shares) under any term or provision of the Articles of Incorporation or Bylaws of Altamura, or of any contract, lease, commitment, understanding, arrangement, agreement or restriction of any kind or character to which Altamura and/or any Shareholder is a party or by which Altamura, any Shareholder or any of its or their assets or properties may be bound or affected, except for such consents of insurance companies, the failure of which to obtain will not have a material adverse effect on the business or financial condition of Altamura.

4.4 *Financial Statements.* Included as Schedule 4.4 are certain unaudited financial statements of Altamura consisting of (A) unaudited balance sheets at December 31, 1999 and 1998 and (B) statements of income, cash flows and stockholders' equity for the years ended December 31, 1999 and 1998 (the "Altamura Unaudited Statements"). The Altamura Unaudited Statements have been prepared from and are consistent with the books and records of Altamura, and accurately reflect the assets, liabilities and financial position, and the results of operations, of Altamura as of the dates and for the years and periods indicated.

4.5 *Tax Matters.*

(a) Provision For Taxes. The provision made for taxes on the Altamura Unaudited Statements is sufficient for the payment of all federal, state, foreign, county, local and other income, ad valorem, excise, profits, franchise, occupation, property, payroll, sales, use, gross receipts and other taxes (and any interest and penalties) and assessments, whether or not disputed (collectively, "Taxes"), for which Altamura may be liable at the date of the Altamura Unaudited Statements and for all periods prior thereto since the formation of Altamura. Since the date of the Altamura Unaudited Statements, Altamura has not incurred any Taxes other than Taxes incurred in the ordinary course of business consistent in type and amount with past practices all of which will be accrued on the books and records of Altamura at Closing to the extent the same remain unpaid.

(b) Tax Returns Filed. All federal, state, foreign, county, local and other tax returns (collectively, "Tax Returns") required to be filed by or on behalf of Altamura have been timely filed and when filed were true and correct in all material respects, and the Taxes shown as due thereon have been paid. True and complete copies of all Tax Returns or reports filed by Altamura since January 1, 1997 have been delivered to FNB and Bouchard. Altamura has duly withheld and paid all Taxes which it is required to withhold and pay relating to any payments to its employees, independent contractors, shareholders, or other third parties.

(c) Tax Audits. Altamura has never been audited by the Internal Revenue Service or any state taxing authority, and Altamura has not received from the Internal Revenue Service, or from the tax authorities of any state, county, local or other jurisdiction, any notice of underpayment of Taxes or other deficiency which has not been paid nor any objection to any return or report filed by Altamura. There are no outstanding agreements or waivers extending the statutory period of limitations applicable to any Tax assessment or deficiency.

(d) Tax-Free Reorganization. To the knowledge of Altamura and the Shareholders, none of Altamura, any of the Shareholders, or any affiliate of any of the foregoing has taken or agreed to take any action that would prevent the Merger from qualifying as a reorganization under Section 368(a) of the Internal Revenue Code of 1986, as amended (the "Code"). There is no

present plan or intention on the part of any Shareholder to sell or otherwise dispose of any of the shares of FNB Common Stock to be received in the Merger in such a manner to adversely affect compliance with Section 368(a) of the Code.

(e) Other. Altamura has never (i) filed any consent or agreement under Section 341(f) of the Code, (ii) applied for any tax ruling, (iii) entered into a closing agreement with any taxing authority, (iv) filed an election under Section 338(g) or Section 338(h)(10) of the Code (nor has a deemed election under Section 338(e) of the Code occurred), (v) made any payments, or been a party to an agreement (including this Agreement) that under any circumstances could obligate it to make payments that will not be deductible because of Section 280G of the Code, (vi) been a party to any Tax allocation or Tax sharing agreement, or (vii) been a member of an affiliated group of a corporation filing a consolidated federal income Tax Return. Altamura is not a "United States real property holding company" within the meaning of Section 897 of the Code. Altamura has no liability for any Taxes of any other person under Treas. Reg. Section 1502-6 (or any similar provision of state, local or foreign law) or a transferee, or successor by contract or otherwise.

4.6 Accounts Receivable. All accounts receivable of Altamura reflected on the Altamura Unaudited Statements, and those arising since the date thereof, represent arm's length transactions actually made in the ordinary course of business, are collectible in the ordinary course of business, are subject to no counterclaim or set off and are not in dispute. Schedule 4.6 contains an aged schedule of accounts receivable with respect to Altamura included in the Altamura Unaudited Statements and as of a date not more than twenty (20) days prior to the date hereof.

4.7 Fixed Assets. All assets and property (real and personal) used in or necessary for the conduct of Altamura's business are reflected on the Altamura Unaudited Statements and are owned by Altamura free and clear of all Liens (as defined in Section 4.12), or are leased by Altamura pursuant to valid and enforceable lease agreements identified in the Schedules hereto.

4.8 Absence of Certain Changes. Except as and to the extent set forth in Schedule 4.8, since the date of the Altamura Unaudited Statements there has been no:

(a) Adverse Change. Material adverse change in the financial condition, assets, liabilities, business, prospects or operations of Altamura;

(b) Damage. Material loss, damage or destruction, whether covered by insurance or not, affecting the business or properties (owned or leased) of Altamura;

(c) Increase in Compensation. Increase in the compensation, salaries or wages payable or to become payable to any employee or agent of Altamura (including, without limitation, any increase or change pursuant to any bonus, pension, profit sharing, retirement or other plan or commitment), or any bonus or other employee benefit granted, made or accrued;

(d) Labor Disputes. Labor dispute or disturbance, other than routine individual grievances which are not material to the business, financial condition or results of operations of Altamura;

(e) Commitments. Material commitment or transaction by Altamura (including, without limitation, any borrowing or capital expenditure) other than in the ordinary course of business consistent with past practice;

(f) Dividends. Declaration, setting aside, or payment of any dividend or any other distribution in respect of Altamura Shares, any redemption, purchase or other acquisition by Altamura of any Altamura Shares, or any security relating thereto; or any other payment to any holder of Altamura Shares in respect of such shares;

(g) Disposition of Property. Sale, lease or other transfer or disposition of any properties or assets of Altamura having a value in excess of \$10,000, individually or in the aggregate;

(h) Indebtedness. Indebtedness for borrowed money incurred, assumed or guaranteed by Altamura (excluding trade payables incurred on open account in the ordinary course of business);

(i) Liens. Mortgage, pledge, lien or encumbrance made on any of the properties or assets of Altamura;

(j) Amendment of Contracts. Entering into an amendment, extension or termination by Altamura of any contract (including contracts relating to rebates and fees paid by manufacturers, suppliers, and business promoters to Altamura), lease, or any waiver of material rights thereunder, other than in the ordinary course of business;

(k) Loans and Advances. Loan or advance (other than advances to employees in the ordinary course of business for business travel and entertainment in accordance with past practice) to any person including, but not limited to, any Affiliate. For purposes of this Agreement, the term "Affiliate" shall mean and include any organization or entity that directly, or indirectly through one or more intermediaries, controls, is controlled by or is under common control with Altamura; officers of Altamura or any other entity referred to in the preceding clause; the spouse of any such person; and any entity in which any of the foregoing has a direct or indirect interest, except through ownership of less than 5% of the outstanding shares of any entity whose securities are listed on a national securities exchange or traded on the Nasdaq Stock Market;

(l) Credit. Grant of credit to any entity in an amount in excess of \$5,000 or on terms or in amounts more favorable than those which have been extended to such entity in the past, any other change in the terms of any credit heretofore extended, or any other change of the policies or practices of Altamura with respect to the granting of credit;

(m) Transaction Costs. Payment of any transaction costs by Altamura relating to the transactions contemplated in this Agreement or incurred as a result thereof; or

(n) Unusual Events. Other events or conditions not in the ordinary course of business of Altamura which could reasonably be expected to result in a material adverse effect to Altamura or its business or assets.

4.9 Absence of Undisclosed Liabilities. Except as and to the extent specifically disclosed in the Altamura Unaudited Statements, Altamura does not have any liabilities, commitments or obligations (secured or unsecured, and whether accrued, absolute, contingent, direct, indirect or otherwise), other than commercial liabilities and obligations incurred since the date of the Altamura Unaudited Statements in the ordinary course of business and consistent with past practice and none of which has or will have a material adverse effect on the business, financial condition or results of operations of Altamura.

4.10 *No Litigation.* There is no action, suit, arbitration proceeding, investigation or inquiry pending before any court, arbitrator or federal, state, foreign, municipal or other governmental department, commission, board, bureau, agency or instrumentality or, to the knowledge of Altamura or any of the Shareholders, threatened against any of the Shareholders or Altamura or its officers or directors (in such capacity), or the business or assets of Altamura, nor does Altamura or any Shareholder know of any basis for any such proceedings, investigations or inquiries. Schedule 4.10 identifies all such actions, suits, proceedings, investigations and inquiries to which Altamura or any of its officers or directors (in such capacity) have been parties since January 1, 1994. None of Altamura or its business or assets is subject to any judgment, order, writ or injunction of any court, arbitrator or federal, state, foreign, municipal or other governmental department, commission, board, bureau, agency or instrumentality.

4.11 *Compliance with Laws.*

(a) Compliance. Altamura (including each and all of its operations, practices, properties (real or personal, owned or leased) and assets) is in compliance with all applicable federal, state, local and foreign laws, ordinances, orders, rules and regulations (collectively, "Laws"), including without limitation, those applicable to registration for the offer or sale of securities, discrimination in employment, the Americans with Disabilities Act, occupational safety and health, trade practices, competition and pricing, product warranties, zoning, building and sanitation, employment, retirement and labor relations, product advertising and the Environmental Laws (as hereinafter defined), except for instances of non-compliance where neither the failure to comply nor the cost of compliance could result in payments by or other loss to FNB in excess of \$15,000, individually or in the aggregate. All reports and returns required to be filed by Altamura with any governmental authority have been filed, and were accurate and complete when filed. Without limiting the generality of the foregoing:

(i) The operation of the Altamura business as it is now conducted does not, nor does any condition existing at any of the facilities in which the Altamura business is conducted (collectively the "Facilities"), in any manner constitute a breach or violation of any lease or other agreement to which Altamura is a party governing the use of such Facilities.

(ii) Altamura has made all required payments to its unemployment compensation reserve accounts with the appropriate governmental departments of the states where it is required to maintain such accounts, and each of such accounts has a positive balance.

(b) Licenses and Permits. Altamura and each employee of Altamura has all licenses, permits, approvals, authorizations and consents of all governmental and regulatory authorities and all certification organizations (collectively, "Licenses") required for the conduct of the Altamura business as presently conducted, and the operation of the Facilities. Each of the insurance agents of Altamura is properly licensed as an insurance agent under the laws of the State of Florida and each other state in which Altamura presently conducts business. All Licenses are in full force and effect and will not be affected or made subject to loss, limitation or any obligation to reapply as a result of the transactions contemplated hereby. Altamura (including its operations, properties, whether owned or leased, and assets) is and has been in compliance with all such Licenses.

(c) Environmental Matters. The applicable Laws relating to pollution or protection of the environment, including Laws relating to emissions, discharges, generation, storage, releases or threatened releases of pollutants, contaminants, asbestos, lead-based paints, chemicals or industrial, toxic, hazardous or petroleum or petroleum-based substances or wastes (“Waste”) into the environment (including, without limitation, ambient air, surface water, ground water, land surface or subsurface strata) or otherwise relating to the manufacture, processing, distribution, use, treatment, storage, disposal, transport or handling of Waste including, without limitation, the Clean Water Act, the Clean Air Act, the Resource Conservation and Recovery Act, the Toxic Substances Control Act and the Comprehensive Environmental Response Compensation Liability Act (“CERCLA”), as amended, the Emergency Planning and Community Right to Know Act, and the Occupational Safety and Health Act, as amended, and their state and local counterparts are herein collectively referred to as the “Environmental Laws.” Except as set forth on Schedule 4.11(c), (i) to the knowledge of Altamura and the Shareholders, no Waste exists on or under the Real Property, and (ii) neither Altamura nor, to the knowledge of Altamura or the Shareholders, any of its predecessors in title, nor any other person or entity, has ever used the Real Property for the processing, handling, manufacturing, generating, treating, storing or disposing of any Waste, or as a landfill, or a dump for garbage, refuse or Waste. Without limiting the generality of the foregoing provisions of this Section 4.11, to the knowledge of Altamura and the Indemnifying Shareholders, Altamura is in compliance with all limitations, restrictions, conditions, standards, prohibitions, requirements, obligations, schedules and timetables contained in the Environmental Laws or contained in any regulations, code, plan, order, decree, judgment, injunction, notice or demand letter issued, entered, promulgated or approved thereunder, except for instances of noncompliance where neither the failure to comply nor the cost of compliance could result in payments by or other losses to FNB in excess of \$15,000, individually or in the aggregate. Except as set forth in Schedule 4.11(c), there is no civil, criminal or administrative action, suit, demand, notice or demand letter, claim, hearing, notice of violation, investigation, proceeding, notice or demand letter pending or, to the knowledge of Altamura or the Shareholders, threatened against Altamura, or any landlord of Altamura, relating in any way to the Environmental Laws or any regulation, code, plan, order, decree, judgment, injunction, notice or demand letter issued, entered, promulgated or approved thereunder. Except as set forth in Schedule 4.11(c), to the knowledge of Altamura or the Shareholders, there are no past or present or future events, conditions, circumstances, activities, practices, incidents, actions, omissions or plans which may interfere with or prevent material compliance with the Environmental Laws or with any regulation, code, plan, order, decree, judgment, injunction, notice or demand letter issued, entered, promulgated or approved thereunder, or which may give rise to any liability, including, without limitation, liability under CERCLA or similar state or local Laws, or otherwise form the basis of any claim, action, demand, suit, proceeding, hearing, notice of violation, remediation plan, study or investigation, based on or related to the manufacture, processing, distribution, use, treatment, storage, disposal, transport or handling, or the emission, discharge, release or threatened release into the environment, of any Waste.

4.12 *Title to and Condition of Properties.*

(a) Title. Altamura has good title to all of its assets, businesses and properties, and with respect to Real Property leased by Altamura, good leasehold estates or lessee’s interests, including, without limitation, all such properties (tangible and intangible) reflected in the Altamura Unaudited Statements. Except for items listed in Schedule 4.12(a), there are no mortgages, liens (statutory or otherwise), security interests, claims, pledges, licenses, equities, options, conditional sales contracts, assessments, levies, easements, covenants, reservations, restrictions, rights-of-way,

exceptions, limitations, charges or encumbrances of any nature whatsoever (collectively, "Liens") which affect any such assets, businesses or properties other than Real Property and with respect to Real Property, to the knowledge of Altamura or the Shareholders, Liens or municipal or zoning ordinances which will interfere with FNB's use of the Real Property in a manner consistent with the current use thereof by Altamura.

(b) Condition. All property and assets owned or utilized by Altamura are in an operating condition and state of repair consistent with the past conduct of the business, free from any material defects and are sufficient to carry on the Altamura business as conducted during the preceding twelve (12) months. All buildings, plants and other structures owned or otherwise utilized by Altamura are in good condition and repair.

(c) Real Property. Schedule 4.12(c) sets forth all real property, owned, used or occupied by Altamura (the "Real Property") and an identification of the leases (oral or written) under which Altamura now uses any such Real Property, true and correct copies of which Altamura has delivered to FNB and Bouchard. Schedule 4.12(c) also identifies any agreements to which Altamura is a party that may affect any lease or the rights of Altamura under any lease, and all subtenants, tenants, assignees, licensees, or other entities, other than Altamura, having a right to occupy all or any portion of the Real Property, true and correct copies of which Altamura has delivered to FNB and Bouchard (or if an oral arrangement fully described on Schedule 4.12(c)). To the knowledge of Altamura or the Shareholders, (i) no fact or condition exists which would prohibit or adversely affect the ordinary rights of access to and from the Real Property from and to the existing highways and roads, and (ii) there is no pending or threatened restriction or denial, governmental or otherwise, upon such ingress and egress.

4.13 *Insurance.*

(a) Insurance Policies. Set forth in Schedule 4.13(a) is a complete and accurate list and description of all policies of insurance to which Altamura is a party or under which Altamura, or any director or officer of Altamura, is or has been covered at any time within the two (2) years preceding the date of this Agreement, true and correct copies of which have heretofore been delivered to FNB and Bouchard. Schedule 4.13(a) includes, without limitation, the carrier, the description of coverage, the limits of coverage, retention or deductible amounts, amount of annual premiums, date of expiration and the date through which premiums have been paid with respect to each such policy, and any pending claims in excess of \$1,000. Except as set forth on Schedule 4.13(a), all such policies are valid, outstanding and enforceable policies; and no such policy (nor any previous policy) provides for or is subject to any currently enforceable retroactive rate or premium adjustment, loss sharing arrangement or other actual or contingent liability arising wholly or partially out of events arising prior to the date hereof. Schedule 4.13(a) indicates each policy as to which (i) the coverage limit has been reached or (ii) the aggregate limit of coverage has been impaired. No notice of cancellation or termination has been received by Altamura with respect to any such policy, and none of Altamura or any of the Shareholders has knowledge of any act or omission of Altamura which could result in cancellation of any such policy prior to its scheduled expiration date. Altamura has not been refused any insurance with respect to any aspect of the operations of its business nor has its coverage been limited by any insurance carrier to which it has applied for insurance or with which it has carried insurance during the last three (3) years. Altamura has duly and timely made all claims it has been entitled to make under each policy of insurance. All general liability policies maintained by or for the benefit of Altamura are, and always have been, "occurrence" policies and not "claims made" policies. There is no claim by

Altamura pending under any such policies as to which coverage has been questioned, denied or disputed by the underwriters of such policies, and none of Altamura or any of the Shareholders knows of any basis for denial of any claim under any such policy. Altamura has not received any written notice from or on behalf of any insurance carrier issuing any such policy that insurance rates therefor will hereafter be substantially increased (except to the extent that insurance rates may be increased for all similarly situated risks) or that there will hereafter be a cancellation or an increase in a deductible (or an increase in premiums in order to maintain an existing deductible) or nonrenewal of any such policy. Such policies are sufficient in all material respects for compliance by Altamura with all material requirements of all Laws and with the requirements of all contracts and leases to which it is a party.

(b) Other Insurance Arrangements. Schedule 4.13(b) describes (i) any self-insurance arrangement by or affecting Altamura, including any reserves established thereunder; (ii) any contract or arrangement, other than a policy of insurance, for the transfer or sharing of any risk by Altamura; and (iii) all obligations of Altamura to third parties with respect to insurance (including such obligations under leases and service agreements) and identifies the policy under which such coverage is provided.

(c) Claims. Schedule 4.13(c) sets forth, by year, for the current policy year and each of the eight (8) preceding policy years with respect to policies other than group health and workers' compensation: (i) a summary of the loss experience under each policy; (ii) a statement describing each claim under an insurance policy for an amount in excess of \$2,000, which sets forth: (A) the name of the claimant; (B) a description of the policy by insurer, type of insurance, and period of coverage; and (C) the amount and a brief description of the claim; and (iii) a statement describing the loss experience for all claims that were self-insured, including the number and aggregate cost of such claims.

(d) Representations and Warranties. Except as set forth on Schedule 4.13(d),

(i) All policies to which Altamura is a party or that provide coverage to the Shareholders, Altamura, or any director or officer of Altamura: (A) are valid, outstanding, and enforceable; (B) are issued by an insurer that is financially sound and reputable; (C) taken together, provide adequate insurance coverage for the assets and the operations of Altamura for all risks to which Altamura is normally exposed; (D) are sufficient for compliance with all Laws and contracts to which Altamura is a party or by which it is bound; (E) will continue in full force and effect following the consummation of the Merger; and (F) do not provide for any retrospective premium adjustment or other experienced-based liability on the part of Altamura;

(ii) Neither Altamura nor any officer, director or employee thereof has received (A) any refusal of coverage or any notice that a defense will be afforded with reservation of rights, or (B) any notice of cancellation or any other indication that any insurance policy is no longer in full force or effect or will not be renewed or that the issuer of any policy is not willing or able to perform its obligations thereunder.

(iii) Altamura has paid all premiums due, and has otherwise performed all of its obligations, under each policy to which Altamura is a party or that provides coverage to Altamura or director thereof.

(iv) Altamura has given notice to the insurer of all claims that may be insured thereby.

4.14 *Contracts and Commitments.*

(a) Real Property Leases. Except as set forth in Schedule 4.14(a), Altamura does not have any leases of Real Property.

(b) Personal Property Leases. Except as set forth in Schedule 4.14(b), Altamura does not have any leases of personal property involving consideration or other expenditure in excess of \$15,000 or involving performance over a period of more than six (6) months.

(c) Purchase Commitments. Except as set forth on Schedule 4.14(c) Altamura does not have any commitments for the purchase of goods, supplies or services, other than commitments requiring payments of less than \$10,000, individually or in the aggregate, which were made in the ordinary course of business consistent with past practice.

(d) Sales Contracts and Commitments. Except as set forth on Schedule 4.14(d), Altamura does not have any contracts or commitments for the sale or lease of goods or services to any person, other than commitments requiring payments of less than \$10,000, individually or in the aggregate, which were made in the ordinary course of business consistent with past practice.

(e) Contracts With Certain Persons. Except as set forth on Schedule 4.14(e), Altamura does not have any agreement, understanding, contract or commitment (written or oral) with any employee, agent, or consultant. Except as set forth on Schedule 4.14(e), all of such agreements, understandings, contracts and commitments are cancelable by Altamura on notice of not longer than thirty (30) days without liability, penalty or premium of any nature or kind whatsoever.

(f) Powers of Attorney. Altamura has not given any power of attorney, which is currently in effect, to any person, firm or corporation for any purpose whatsoever.

(g) Collective Bargaining Agreements. Altamura is not a party to any collective bargaining agreements with any unions, guilds, shop committees or other collective bargaining groups.

(h) Loan Agreements. Except as set forth in Schedule 4.14(h), Altamura is not obligated under any loan agreement, promissory note, letter of credit, or other evidence of indebtedness as a signatory, guarantor or otherwise.

(i) Guaranties. Altamura has not guaranteed the payment or performance of any person, firm or corporation, agreed to indemnify any person or act as a surety, or otherwise agreed to be contingently or secondarily liable for the obligations of any person.

(j) Burdensome or Restrictive Agreements. Except as set forth in Schedule 4.14(j), Altamura is not a party to, or bound by, any agreement requiring Altamura to assign any interest which it owns in any trade secret or proprietary information material to its business, or prohibiting or restricting Altamura from competing in any business or geographical area or soliciting business or otherwise restricting it from carrying on its business anywhere in the world.

(k) Other Material Contracts. Altamura does not have any lease, contract or commitment of any nature involving consideration or other expenditure in excess of \$15,000, individually or in the aggregate, or involving performance over a period of more than three (3) months from the date of this Agreement, or which is otherwise individually material to the operations of the Altamura business, except as explicitly described in Schedule 4.14(k) or in any other Schedule.

(l) Agreements with Underwriters and Insurers. Altamura has provided FNB and Bouchard with a list of each underwriter or insurer for whom Altamura acts as agent and a copy of each agreement between Altamura and each such underwriter or insurer. Schedule 4.14(l) contains a list of those underwriters or insurers from whom Altamura has agreed to obtain written consent to the Merger as provided for in Section 6.17 of this Agreement. Each of the agreements with the underwriters or insurers described in the preceding sentence is in full force and effect and the obligations of the parties thereunder will not be altered or affected by the consummation of the transactions contemplated by this Agreement. Except as provided on Schedule 4.14(l), to the knowledge of Altamura and the Shareholders, each of the underwriters or insurers listed on Schedule 4.14(l) will continue to provide insurance products or services through Altamura following consummation of the Merger. Schedule 4.14(l) also identifies any arrangements or understandings between Altamura and any underwriter or insurer with respect to any proprietary products offered by such underwriter or insurer.

(m) No Default. Altamura has complied in all material respects with the terms of, and is not in material default under, any lease, contract or commitment to which it is a party or by which it or its property and assets are subject or bound, nor has any event or omission occurred which through the passage of time or the giving of notice, or both, would constitute such a default thereunder or cause the acceleration of any obligations of Altamura thereunder, result in the creation of any Lien on any of the assets owned, used or occupied by Altamura or give rise to an automatic termination, or the right of discretionary termination thereof. No third party is in material default under any lease, contract or commitment to which Altamura is a party, nor has any event or omission occurred which, through the passage of time or the giving of notice, or both, would constitute a material default thereunder or give rise to an automatic termination, or the right of discretionary termination, thereof, where the same would or could reasonably be expected to have a material adverse effect on Altamura.

(n) Producer Vesting Agreements. Altamura has satisfied all of its obligations under each agreement pursuant to which any person was entitled to any right to acquire any or vest in any portion of the book of business of Altamura (each such agreement referred to herein as a "Producer Vesting Agreement"), each such Producer Vesting Agreement has been terminated, and no person has any right to acquire any or vest in any portion of the book of business of Altamura, other than pursuant to the transactions contemplated in this Agreement.

(o) Agreements with Broker-Dealers. Altamura has provided FNB and Bouchard with a list of each broker-dealer with whom Altamura has an agreement and a copy of each such agreement. Each of the broker-dealer agreements described in the preceding sentence is in full force and effect and the obligations of the parties thereunder will not be altered or affected by the consummation of the transactions contemplated by this Agreement.

4.15 Labor Matters. Altamura has not experienced any labor disputes, union organization attempts or any work stoppage due to labor disagreements in connection with its business. Except to the

extent set forth in Schedule 4.15, (a) there is no unfair labor practice charge or complaint against Altamura pending or threatened; (b) there is no labor strike, dispute, request for representation, slowdown or stoppage actually pending or threatened against or affecting Altamura nor any secondary boycott with respect to products of Altamura; (c) no question concerning representation has been raised or is threatened respecting the employees of Altamura; and (d) no grievance which might have a material adverse effect on Altamura is pending and no such claim therefor exists.

4.16 *Employee Benefit Plans.*

(a) Disclosure. Schedule 4.16(a) sets forth all pension, thrift, savings, profit sharing, incentive bonus or other bonus, medical, dental, life, accident insurance, benefit, employee welfare, disability, group insurance, stock purchase, stock option, stock appreciation, stock bonus, executive or deferred compensation, hospitalization and other similar fringe or employee benefit plans under Section 6039D of the Code, programs and arrangements, and any employment or consulting contracts, "golden parachutes," collective bargaining agreements, severance agreements or plans, vacation and sick leave plans, programs, arrangements and policies, including, without limitation, all "employee benefit plans" (as defined in Section 3(3) of the Employee Retirement Income Security Act of 1974, as amended ("ERISA")), all employee manuals, and all written or binding oral statements of policies, practices or understandings relating to employment, which are provided to, for the benefit of, or relate to, any persons employed by Altamura ("Company Employees"). The items described in the foregoing sentence are hereinafter sometimes referred to collectively as "Employee Plans/Agreements," and each individually as an "Employee Plan/Agreement." True and correct copies of all the Employee Plans/Agreements, including all amendments thereto, have heretofore been provided to FNB. Each of the Employee Plans/Agreements is identified on Schedule 4.16(a), to the extent applicable, as one or more of the following: an "employee pension benefit plan" (as defined in Section 3(2) of ERISA), a "defined benefit plan" (as defined in Section 414 of the Code), an "employee welfare benefit plan" (as defined in Section 3(1) of ERISA), and/or as a plan intended to be qualified under Section 401 of the Code. No Employee Plan/Agreement is a "multiemployer plan" (as defined in Section 4001 of ERISA), and Altamura has never contributed or been obligated to contribute to any such multiemployer plan. As used herein, the terms "stock purchase," "stock option," "stock appreciation" and "stock bonus" also apply to the Altamura Shares or any other capital equity of Altamura.

(b) Terminations, Proceedings, Penalties, etc. With respect to each employee benefit plan (including, without limitation, the Employee Plans/Agreements) that is subject to the provisions of Title IV of ERISA and with respect to which Altamura or any of its assets may, directly or indirectly, be subject to any liability, contingent or otherwise, or the imposition of any lien (whether by reason of the complete or partial termination of any such plan, the funded status of any such plan, any "complete withdrawal" (as defined in Section 4203 of ERISA) or "partial withdrawal" (as defined in Section 4205 of ERISA) by any person from any such plan, or otherwise):

(i) no such plan has been terminated so as to subject, directly or indirectly, any assets of Altamura to any liability, contingent or otherwise, or the imposition of any lien under Title IV of ERISA;

(ii) no proceeding has been initiated or threatened by any person (including the Pension Benefit Guaranty Corporation ("PBGC")) to terminate any such plan;

(iii) no condition or event currently exists or currently is expected to occur that could subject, directly or indirectly, any assets of Altamura to any liability, contingent or otherwise, or the imposition of any lien under Title IV of ERISA, whether to the PBGC or to any other person or otherwise on account of the termination of any such plan;

(iv) if any such plan were to be terminated as of the Closing Date, no assets of Altamura would be subject, directly or indirectly, to any liability, contingent or otherwise, or the imposition of any lien under Title IV of ERISA;

(v) no "reportable event" (as defined in Section 4043 of ERISA) has occurred with respect to any such plan;

(vi) no such plan which is subject to Section 302 of ERISA or Section 412 of the Code has incurred any "accumulated funding deficiency" (as defined in Section 302 of ERISA and Section 412 of the Code, respectively), whether or not waived; and

(vii) no such plan is a multiemployer plan or a plan described in Section 4064 of ERISA.

(c) Prohibited Transactions, etc. There have been no "prohibited transactions" within the meaning of Section 406 or 407 of ERISA or Section 4975 of the Code for which a statutory or administrative exemption does not exist with respect to any Employee Plan/Agreement, and no event or omission has occurred in connection with which Altamura or any of its assets or any Employee Plan/Agreement, directly or indirectly, could be subject to any liability under ERISA, the Code or any other law, regulation or governmental order applicable to any Employee Plan/Agreement, including, without limitation, Section 406, 407, 409, 501, 502, 510, 511, 601, 4062, 4063, 4069, 4071, or 4201 of ERISA, or Section 4971, 4972, 4975, 4976, 4977, 4979 or 4980B of the Code, or under any agreement, instrument, statute, rule of law or regulation pursuant to or under which Altamura has agreed to indemnify or is required to indemnify any person against liability incurred under, or for a violation or failure to satisfy the requirements of, any such statute, regulation or order.

(d) Full Funding. Except as disclosed in Schedule 4.16(d), the funds available under each Employee Plan/Agreement which is intended to be a funded plan equal or exceed the amounts required to be paid, or which would be required to be paid if such Employee Plan/Agreement were terminated, on account of rights vested or accrued as of the Closing (using the actuarial methods and assumptions then used by actuaries of Altamura in connection with the funding of such Employee Plan/Agreement).

(e) Controlled Group; Affiliated Service Group; Leased Employees. Altamura is not and has never been a shareholder of a controlled group of corporations as defined in Section 414(b) of the Code or in common control with any unincorporated trade or business as determined under Section 414(c) of the Code. Altamura is not and has never been a shareholder of an

“affiliated service group” within the meaning of Section 414(m) of the Code. Except as set forth on Schedule 4.16(e), there are not any leased employees within the meaning of Section 414(n) of the Code who perform services for Altamura.

(f) Payments and Compliance. With respect to each Employee Plan/Agreement, (i) all payments due from Altamura to date have been made and all amounts properly accrued to date as liabilities of Altamura which have not been paid have been properly recorded on the books of Altamura and are reflected in the Altamura Unaudited Statements; (ii) Altamura has complied with, and each such Employee Plan/Agreement conforms in all respects in form and operation to, all applicable laws and regulations, including but not limited to ERISA and the Code, and all reports and information relating to such Employee Plan/Agreement required to be filed with any governmental entity have been timely filed; (iii) all reports and information relating to each such Employee Plan/Agreement required to be disclosed or provided to participants or their beneficiaries have been timely disclosed or provided; (iv) each such Employee Plan/Agreement which is intended to qualify under Section 401 of the Code has received a favorable determination letter from the Internal Revenue Service with respect to such qualification, its related trust has been determined to be exempt from taxation under Section 501(a) of the Code, and nothing has occurred as a result of acts or omissions of Altamura or its Shareholders or managers since the date of such letter that has or is likely to adversely affect such qualification or exemption; (v) there are no actions, suits or claims pending (other than routine claims for benefits) or, to the knowledge of Altamura or the Shareholders, threatened with respect to such Employee Plan/Agreement or against the assets of such Employee Plan/Agreement; and (vi) no Employee Plan/Agreement is a plan which is established and maintained outside the United States primarily for the benefit of individuals substantially all of whom are nonresident aliens.

(g) Post-Retirement Benefits. No Employee Plan/Agreement provides benefits, including, without limitation, death or medical benefits (whether or not insured) with respect to current or former employees of Altamura beyond their retirement or other termination of service other than (i) coverage mandated by applicable law, (ii) death or retirement benefits under any Employee Plan/Agreement that is an employee pension benefit plan, (iii) deferred compensation benefits accrued as liabilities on the books of Altamura (including the Altamura Unaudited Statements), (iv) disability benefits under any Employee Plan/Agreement that is an employee welfare benefit plan and which have been fully provided for by insurance or otherwise or (v) benefits in the nature of severance pay of not more than two weeks duration.

(h) No Triggering of Obligations. Except as disclosed in Schedule 4.16(h), the consummation of the transactions contemplated by this Agreement will not (i) entitle any current or former employee of Altamura to severance pay, unemployment compensation or any other payment, except as expressly provided in this Agreement, (ii) accelerate the time of payment or vesting, or increase the amount of compensation due to any such employee or former employee or (iii) result in any prohibited transaction described in Section 406 of ERISA or Section 4975 of the Code for which an exemption is not available.

(i) Delivery of Documents. There has been delivered to FNB and Bouchard, with respect to each Employee Plan/Agreement:

(i) a copy of the annual report, if required under ERISA, with respect to each such Employee Plan/Agreement for the last two years;

(ii) a copy of the summary plan description, together with each summary of material modifications, required under ERISA with respect to such Employee Plan/Agreement, all material employee communications relating to such Employee Plan/Agreement, and, unless the Employee Plan/Agreement is embodied entirely in an insurance policy to which Altamura is a party, a true and complete copy of such Employee Plan/Agreement;

(iii) if the Employee Plan/Agreement is funded through a trust or any third party funding vehicle (other than an insurance policy), a copy of the trust or other funding agreement and the latest financial statements thereof;

(iv) the most recent determination letter received from the Internal Revenue Service with respect to each Employee Plan/Agreement that is intended to be a "qualified plan" under Section 401 of the Code; and

(v) the results of the most recent non-discrimination test required under the Code for the Employee Plans/Agreements.

With respect to each Employee Plan/Agreement for which an annual report has been filed and delivered to FNB pursuant to clause (i) of this Section 4.16(i), no material adverse change has occurred with respect to the matters covered by the latest such annual report since the date thereof.

(j) Future Commitments. Altamura does not have any announced plan or legally binding commitment to create any additional Employee Plans/Agreements or to amend or modify any existing Employee Plan/Agreement.

(k) Employee Leasing Arrangements. Altamura has provided FNB and Bouchard with all contracts and agreements relating to the arrangements pursuant to which Altamura leases any of its employees.

4.17 *Employment Compensation.* Schedule 4.17 contains a true and correct list of all employees to whom Altamura is paying compensation, including bonuses, commissions, and incentives, at an annual rate which could reasonably be expected to exceed Thirty Thousand Dollars (\$30,000) for services rendered or otherwise; and in the case of salaried employees such list identifies the current annual rate of compensation for each employee and in the case of hourly or commission employees identifies certain reasonable ranges of rates and the number of employees falling within each such range.

4.18 *Trade Rights.*

(a) Schedule 4.18 lists all Trade Rights (as defined below) of the type described in clauses (i), (ii), (iii) and (iv) and, to the extent practicable, clause (v) of Section 4.18(e) in which Altamura now has any interest, specifying whether such Trade Rights are owned or used (under license or otherwise) by Altamura, specifying any person or entity having any right to use or Liens with respect to the Trade Rights and also indicating which of such Trade Rights are registered or an application therefor filed.

(b) All Trade Rights shown as registered or being registered in Schedule 4.18 (which also identifies the jurisdiction of registration) have been properly registered, all pending

registrations and applications have been properly made and filed and all annuity, maintenance, renewal and other fees relating to registrations or applications are current.

(c) To conduct the Altamura business as such is currently being conducted, Altamura does not require any Trade Rights that it does not already have. Except as set forth on Schedule 4.18, to the knowledge of Altamura and the Shareholders, Altamura is not infringing or has not infringed any Trade Rights of another in the operation of the Altamura business, nor, to the knowledge of Altamura or the Shareholders, is any other person infringing the Trade Rights of Altamura. Except as set forth on Schedule 4.18, Altamura has not granted any license or made any assignment of, or entered into any settlement, consent, covenant not to sue or similar agreement with respect to, any Trade Rights listed on Schedule 4.18, nor does Altamura pay any royalties or other consideration for the right to use any Trade Rights of others. There are no inquiries, investigations or claims or litigation, or to the knowledge of Altamura or any of the Shareholders investigations or inquiries, challenging or threatening to challenge the right, title and interest of Altamura with respect to its continued use and right to preclude others from using any Trade Rights of Altamura. All Trade Rights of Altamura are valid, enforceable and in good standing, and there are no equitable or statutory defenses to enforcement based on any act or omission of Altamura. The consummation of the transactions contemplated hereby will not impair any Trade Rights owned or used by Altamura.

(d) Except as set forth on Schedule 4.18, Altamura has used commercially prudent efforts to protect the Trade Rights owned or used by Altamura.

(e) As used herein, the term "Trade Rights" shall mean and include: (i) all United States and state trademark rights, business identifiers, trade dress, service marks, trade names and brand names, and all registrations thereof and applications therefor; (ii) all United States copyrights, copyright registrations and copyright applications, and all other rights associated with the foregoing and the underlying works of authorship; (iii) all United States patents and patent applications, including all claims for infringement and all international proprietary rights associated therewith; (iv) all contracts or agreements granting any right, title, license or privilege under the intellectual property rights of any third party; and (v) all inventions, mask works and mask work registrations, know-how, discoveries, improvements, designs, trade secrets, shop and royalty rights.

4.19 *Bank Accounts.* Schedule 4.19 sets forth the names and locations of all banks, trust companies, savings and loan associations and other financial institutions at which Altamura maintains a safe deposit box, lock box or checking, savings, custodial or other account of any nature, the type and number of each such account and the signatories therefor, a description of any compensating balance arrangements, and the names of all persons authorized to draw thereon, make withdrawals therefrom or have access thereto.

4.20 *Affiliates' Relationships to Altamura.*

(a) Contracts With Affiliates. All leases, contracts, agreements or other arrangements between Altamura and any Affiliate or any shareholder of Altamura are described on Schedule 4.20(a).

(b) No Adverse Interests. No Affiliate has any direct or indirect interest in (i) any entity which does business with Altamura or is competitive with the Altamura business, except for

ownership of five percent or less of the voting securities of a publicly traded company, or (ii) any property, asset or right which is used by Altamura in the conduct of its business.

(c) Obligations. All obligations of any Affiliate or any Altamura shareholder to Altamura, and all obligations of Altamura to any Affiliate or any Altamura shareholder, are listed on Schedule 4.20(c).

4.21 *Assets Necessary to Business*. Altamura currently has, and at the Closing will have, good and valid title to all property and assets, tangible and intangible, and all leases, licenses and other agreements, used in the conduct of the Altamura business, as currently conducted.

4.22 *Securities Law Matters*. Subject to the registration rights provided for in Section 6.13, each of the Shareholders acquiring FNB Common Stock pursuant to this Agreement is acquiring such stock for investment for such Shareholder's own account, not on behalf of others and not with a view to resell or otherwise distribute such FNB Common Stock. Each Shareholder acknowledges that the FNB Common Stock has not been registered under the Securities Act or under any state securities laws and, therefore, cannot be resold unless registered under the Securities Act and applicable state securities laws or unless an exemption from registration is available and, as a result, such Shareholder must bear the risk of an investment in FNB Common Stock for an indefinite period of time. The financial condition of each such Shareholder is currently adequate to bear the substantial economic risk of an investment in FNB Common Stock. Each Shareholder has such knowledge and experience in financial and business matters that he or she is capable of evaluating the merits and risks of such an investment and the risk involved in a commercial enterprise such as FNB. Each Shareholder has received and carefully read FNB's Annual Report on Form 10-K for the year ended December 31, 1999, FNB's Quarterly Report on Form 10-Q for the quarter ended March 31, 2000 and FNB's Proxy Statement distributed in connection with FNB's 2000 Annual Meeting of Shareholders (collectively, the "FNB SEC Reports"). Each such Shareholder has had an opportunity to ask questions of, and receive answers from, officers of FNB concerning FNB and the FNB Common Stock and to obtain any additional information which such Shareholder reasonably requested.

4.23 *No Brokers or Finders*. Neither Altamura, nor any of its managers, employees, Shareholders or agents, has retained, employed or used any broker or finder in connection with the transaction provided for herein or in connection with the negotiation thereof.

4.24 *Disclosure*. To the knowledge of Altamura and the Shareholders, no representation or warranty by Altamura and/or the Shareholders in this Agreement, nor any statement, certificate, schedule or exhibit hereto furnished or to be furnished by or on behalf of Altamura or the Shareholders pursuant to this Agreement, nor any document or certificate delivered to FNB or Bouchard pursuant to this Agreement or in connection with transactions contemplated hereby, contains or shall contain any untrue statement of material fact or omits or shall omit a material fact necessary to make the statements contained therein not misleading. All statements and information contained in any certificate, instrument, schedule or document delivered by or on behalf of Altamura and/or the Shareholders pursuant to this Agreement shall be deemed representations and warranties by Altamura or the Shareholders.

ARTICLE 5

REPRESENTATIONS AND WARRANTIES OF FNB AND BOUCHARD

FNB and Bouchard, jointly and severally, make the following representations and warranties to Altamura and the Shareholders, each of which is true and correct on the date hereof, shall be unaffected by any investigation heretofore or hereafter made by Altamura, or the Shareholders or any notice to Altamura or the Shareholders, and shall survive the Closing of the transactions as provided for in Section 9.1 hereof.

5.1 *Corporate.*

(a) Organization. FNB is a corporation duly organized, validly existing and in good standing under the laws of the Commonwealth of Pennsylvania. Bouchard is a corporation duly organized, validly existing and in active status under the laws of the State of Florida and is a wholly owned subsidiary of FNB.

(b) Corporate Power. Each of FNB and Bouchard have all requisite corporate power to enter into this Agreement and the other documents and instruments to be executed and delivered by FNB and/or Bouchard and to carry out the transactions contemplated hereby and thereby.

5.2 *Authority.* The execution and delivery of this Agreement and the Ancillary Instruments to be executed and delivered by FNB and/or Bouchard pursuant hereto and the consummation of the transactions contemplated hereby and thereby have been duly authorized by the Boards of Directors of FNB and Bouchard. No other corporate act or proceeding on the part of FNB or Bouchard or their respective shareholders is necessary to authorize this Agreement or the Ancillary Instruments to be executed and delivered by FNB and/or Bouchard pursuant hereto or the consummation of the transactions contemplated hereby and thereby. This Agreement constitutes, and when executed and delivered, the Ancillary Instruments to be executed and delivered by FNB and/or Bouchard, as the case may be, pursuant hereto will constitute, legal, valid and binding agreements of FNB and/or Bouchard, as the case may be, enforceable in accordance with their respective terms, except as such may be limited by bankruptcy, insolvency, reorganization or other laws affecting creditors' rights generally, and by general equitable principles.

5.3 *Capital Stock.* The authorized capital stock of FNB consists of (i) 100,000,000 shares of FNB Common Stock, of which 22,127,922 shares were issued and outstanding as of the date of this Agreement and (ii) 20,000,000 shares of FNB preferred stock, \$10.00 par value per share (the "FNB Preferred Stock"), of which 187,037 shares were issued and outstanding as of the date of this Agreement (the FNB Common Stock and the FNB Preferred Stock are collectively referred to herein as the "FNB Capital Stock"). All of the issued and outstanding shares of FNB Capital Stock are, and all of the FNB Common Stock to be issued as Stock Consideration will be, authorized and reserved for issuance prior to the Effective Time and, 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 Pennsylvania Business Corporation Law contained at Title 15 of the Pennsylvania Corporations and Unincorporated Associations Statutes (the "PBCL"). None of the outstanding shares of FNB Capital Stock has been, and none of the shares of FNB Common Stock to be issued as Stock Consideration will be, issued in violation of any preemptive rights of the current or past shareholders of FNB.

5.4 *Tax Matters.* None of FNB, Bouchard or any Affiliates of either has taken or agreed to take any action that would prevent the Merger and other transactions contemplated herein from qualifying as a tax free reorganization under Section 368(a) of the Code.

5.5 *No Violation.* Neither the execution and delivery of this Agreement or the Ancillary Instruments nor the consummation by FNB and Bouchard of the transactions contemplated hereby and thereby (a) will violate in any material manner any statute or law or any rule, regulation, order, writ, injunction or decree of any court or governmental authority, (b) will require any authorization, consent, approval, exemption or other action by or notice to any court, administrative or governmental agency, instrumentality, commission, authority, board or body, or (c) will violate in any material manner or conflict with, or constitute a material default (or an event which, with notice or lapse of time, or both, would constitute a material default) under, or will result in the termination of, or accelerate the performance required by, or result in the creation of any Lien upon any of the assets of FNB or Bouchard under any term or provision of the Articles of Incorporation or Bylaws of FNB or Bouchard or of any contract, lease, commitment, understanding, arrangement, agreement or restriction of any kind or character to which FNB or Bouchard is a party or by which FNB or Bouchard, or any of their assets or properties, may be bound or affected.

5.6 *Absence of Certain Changes or Events.* Since March 31, 2000, (i) there have been no events, changes or occurrences which have had, or are reasonably likely to have, individually or in the aggregate, a material adverse effect on FNB or Bouchard, and (ii) neither FNB nor Bouchard has 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 result in a material breach or violation of any of the covenants and agreements of FNB or Bouchard provided in Article 6 of this Agreement.

5.7 *No Brokers or Finders.* Except for the retention by FNB and Bouchard of the consulting firm of Marsh, Berry & Company, Inc. (the fees of which will be the sole responsibility of FNB and Bouchard), and as otherwise disclosed to the Shareholders, neither FNB nor Bouchard nor any of their directors, officers, employees or agents has retained, employed or used any broker or finder in connection with the transaction provided for herein or in connection with the negotiation thereof.

5.8 *Disclosure.* To the knowledge of FNB and Bouchard, no representation or warranty by FNB or Bouchard in this Agreement, nor any statement, certificate, schedule or exhibit hereto furnished or to be furnished by or on behalf of FNB or Bouchard pursuant to this Agreement, nor any document or certificate delivered to the Shareholders pursuant to this Agreement or in connection with transactions contemplated hereby, contains or shall contain any untrue statement of material fact or omits or shall omit a material fact necessary to make the statements contained therein not misleading.

5.9 *Consents.* No authorization, consent, approval, permit or license of, or filing or registration with, any governmental or public body or authority, any lender or lessor or any other person is required to authorize, or is required in connection with, the execution, delivery and performance of this Agreement or the agreements contemplated hereby by FNB or Bouchard.

5.10 *Litigation.* There is no suit, claim, action, proceeding, review or investigation pending or, to the knowledge of FNB threatened against or affecting, FNB or any of its subsidiaries which, individually or in the aggregate, is reasonably likely to have a material adverse effect on FNB and its subsidiaries taken as a whole, or would, or would be reasonably likely to, materially impair the ability of FNB to consummate the transactions contemplated by this Agreement.

ARTICLE 6

COVENANTS

6.1 *Employment Agreements.*

(a) Producer Amendments. Prior to the Closing, (i) each Shareholder and each employee of Altamura named on Schedule 6.1 shall execute an amendment, in the form attached hereto as Exhibit "2," to the employment agreement presently in place between Altamura and such individual (each such amendment referred to herein as a "Producer Amendment"); and (ii) Altamura shall duly execute and deliver each of the Producer Amendments.

(b) Altamura Employment Agreement. Prior to the Closing, (i) Leonard N. Altamura shall terminate, in writing, any existing employment agreement between Altamura and Leonard N. Altamura; (ii) Leonard N. Altamura shall duly execute and deliver an employment agreement in form satisfactory to Bouchard (the "Altamura Employment Agreement"); and (iii) Bouchard shall duly execute and deliver the Altamura Employment Agreement.

6.2 *Covenants Regarding Confidential Information.*

(a) Definitions. For the purposes of this Section 6.2, the term "Confidential Information" shall mean and include all information, data and know-how of Altamura which is acquired by FNB and Bouchard pursuant to the terms and conditions contained herein or relates to the Altamura business, including, without limitation, all Trade Rights in which Altamura, or the Shareholders have an interest, all customer lists and information, lists and information relating (without limitation) to manufacturers, vendors, underwriters and insurers, (including all information relating to rebates and fee payment plans provided by such parties to Altamura), all financing arrangements, existing or new products and services of the Altamura business, information relating to the solicitation of prospective cooperative Shareholders for the Altamura business purchased by FNB and Bouchard, all pricing, quotations, or know-how and any other information (whether or not constituting a trade secret) not generally known by competitive businesses which has value to FNB and Bouchard in their operation of the Altamura business. Confidential Information shall not include any data or information which has been voluntarily disclosed to the public by FNB or Bouchard (except where such disclosure has been made without authorization), that has been independently developed and disclosed by others or that otherwise enters the public domain by means other than by breach of this Agreement by Altamura, any Shareholder or any Affiliate.

(b) Non-Disclosure of Confidential Information. Recognizing FNB's and Bouchard's need to protect the goodwill of the Altamura business being purchased and to induce FNB and Bouchard to purchase the Altamura business, Altamura and the Shareholders each covenant and agree with FNB and Bouchard that, if the transactions contemplated hereby are closed, each will not disclose, use or otherwise exploit for its or his own benefit, or for the benefit of any other person or entity, any Confidential Information, except as required by law or court order. The covenant contained in this Section 6.2(b) shall survive for a period of five (5) years following the Closing Date; provided, however, that with respect to those items of Confidential Information which constitute trade secrets under applicable law, the obligations of confidentiality and non-disclosure as set forth in this Section 6.2(b) shall continue to survive after said five (5) year period to the greatest extent permitted by applicable law. These rights of FNB and Bouchard

are in addition to the rights FNB and Bouchard have under the common law or any applicable statute relating to the protection of trade secrets.

(c) Remedies. Each of Altamura and the Shareholders acknowledge that irreparable loss and injury would result to FNB or Bouchard upon any breach of any of the covenants contained in this Section 6.2 or any part thereof and that damages arising out of such breach would be difficult to ascertain. Altamura and the Shareholders each agree, in addition to any and all remedies provided at law or equity, that FNB and Bouchard may petition and obtain, without bond, from a court of law or equity both temporary and permanent injunctive relief to prevent a breach by Altamura or any Shareholder of any such covenant. In addition to the foregoing, Altamura and the Shareholders acknowledge that the covenants contained in this Section 6.2 are in addition to any covenant against non-disclosure of confidential information which may be contained in any ancillary agreements that may be entered into by Altamura or the Shareholders, or any one or more of them, with FNB and Bouchard contemporaneously with the execution of this Agreement or thereafter and that any remedy contained in this Section 6.2 shall be cumulative and not in lieu of any remedy available to FNB or Bouchard under any such ancillary agreements.

6.3 *Tax and Accounting Treatment; Securities Law Matters.*

(a) Prior to the Closing, FNB shall provide to Altamura and Altamura shall cause to be delivered to each of the Shareholders (i) the FNB SEC Reports and (ii) an Accredited Shareholder Supplement/Purchaser Questionnaire in the form attached hereto as Exhibit "3" ("Accredited Shareholder Supplement"). Altamura shall cause each Shareholder, and each Shareholder agrees, to execute and deliver to FNB and Bouchard, prior to the Closing, an Accredited Shareholder Supplement.

(b) Each of the parties hereto shall use their respective best efforts to cause the Merger to qualify as a reorganization under Section 368(a) of the Code. Prior to the Closing, none of the parties will take any action that could in any manner adversely affect such qualification.

(c) Each Shareholder agrees, for a period of one year after the Closing, not to sell or otherwise distribute the shares of FNB Common Stock received by such Shareholder in the Merger over which he or she has direct or indirect control without registration under the Securities Act and applicable state securities laws or unless, in the opinion of counsel to FNB an exemption from registration is then available.

6.4 *General Releases.* At the Closing, each Shareholder shall deliver a general release to FNB and Bouchard, in form and substance satisfactory to FNB and Bouchard, as the case may be, and their counsel, releasing FNB, Bouchard, Altamura and their respective directors, officers, agents and employees from all claims prior to the Closing Date, except (i) as may be described in written contracts and expressly described and excepted from such releases or as set forth on Schedule 6.4, and (ii) in the case of persons who are employees of Altamura, compensation for current periods expressly described and excepted from such releases. Such releases shall also contain waivers of any right of contribution or other recourse against Altamura with respect to representations, warranties or covenants made herein by Altamura.

6.5 *Access to Information and Records.* During the period prior to the Closing, Altamura shall give FNB and Bouchard, their counsel, accountants and other representatives (i) reasonable access during normal business hours to all of the properties, books, records, contracts and documents of Altamura

for the purpose of such inspection, investigation and testing as FNB and Bouchard deem appropriate (and Altamura shall furnish or cause to be furnished to FNB and Bouchard and their respective representatives all information with respect to the business and affairs of Altamura as FNB or Bouchard may request); and (ii) access to employees, agents and representatives for the purposes of such meetings and communications as FNB or Bouchard reasonably desires.

6.6 *Conduct of Business Pending the Closing.* From the date hereof until the Closing, except as otherwise approved in writing by FNB and Bouchard, Altamura and the Shareholders covenant as follows:

(a) No Changes. Altamura will carry on its business diligently and in the same manner as heretofore and will not make or institute any material changes in its methods of purchase, sale, management, accounting or operation.

(b) Maintain Organization. Altamura will take commercially reasonable action to maintain, preserve, renew and keep in favor and effect its existence, rights and franchises and will use its best efforts to preserve its business organization intact, to keep available to it the present officers and employees, and to preserve its present relationships with manufacturers, underwriters, insurers, customers and others having business relationships with it.

(c) No Breach. None of Altamura or any Shareholder will do or omit any act, or permit any omission to act, which may cause a breach of any material contract, commitment or obligation, or any material breach of any representation, warranty, covenant or agreement made by Altamura and/or the Shareholders herein or made pursuant hereto.

(d) No Distributions, Other Actions. Except as set forth on Schedule 6.6(d), none of Altamura or the Shareholders will do or omit any act, or permit any omission to act, which would have required disclosure pursuant to Schedule 4.8 had it occurred after the date of the Altamura Unaudited Statements and prior to the date of this Agreement. Notwithstanding the previous sentence, Altamura will not at any time after July 31, 2000 divest itself of any of its assets, including cash or cash equivalents, otherwise than in the ordinary course of business.

(e) No Material Contracts. No contract or commitment will be entered into, and no purchase of materials or supplies and no sale or lease of assets (real, personal, or mixed, tangible or intangible) will be made, by or on behalf of Altamura, except contracts, commitments, purchase, sales or leases which (i) are (A) contracts or commitments for the purchase of, and purchases of, materials, supplies and/or services made in the ordinary course of business and consistent with past practice, (B) contracts or commitments for the sale or lease of, and sales or leases of, any product in the ordinary course of business and consistent with past practice, or (C) other contracts, commitments, purchases, sales or leases in the ordinary course of business and consistent with past practice, and (ii) are not material to Altamura (individually or in the aggregate), and would not have been required to be disclosed had they been in existence on the date of this Agreement.

(f) No Organizational Changes. Altamura shall not amend its Articles of Incorporation or Bylaws or make any changes in the grant, issuance, or allocation of Altamura Shares.

(g) Maintenance of Insurance. Altamura shall maintain all of the insurance in effect as of the date hereof.

(h) Maintenance of Property. Altamura shall use, operate, maintain and repair all of its property in a normal business manner.

(i) Interim Financials. Altamura will provide FNB and Bouchard with interim monthly financial statements and other management reports as and when they are available.

(j) No Negotiations. None of Altamura or any Shareholder will directly or indirectly (through a representative or otherwise) solicit or furnish any information to any prospective buyer, commence, or conduct presently ongoing, negotiations with any other party or enter into any agreement with any other party concerning the sale of Altamura, its assets or business or any part thereof or any of its equity securities (an "Acquisition Proposal"), and Altamura and the Shareholders shall immediately advise FNB and Bouchard of the receipt of any Acquisition Proposal.

(k) No Transfer of Common Stock. Altamura will not (i) issue any shares of capital stock of Altamura or purchase any Altamura Shares. No Shareholder shall sell, pledge, encumber, purchase or otherwise transfer or attempt to transfer any of the Altamura Shares owned by such Shareholder. None of Altamura or any Shareholder will accept or recognize the validity of any purported sale, purchase or transfer of any of the Altamura Shares. Except as set forth on Schedule 6.6(k), Altamura will not make any distributions with respect to any Altamura Shares (including distributions of any options or rights to purchase or acquire any Altamura Shares). Notwithstanding the previous sentence, Altamura will not at any time after July 31, 2000 make any distributions with respect to any Altamura Shares (including distributions of any options or rights to purchase or acquire any Altamura Shares).

(l) Repayment of Indebtedness and Guaranties. Prior to Closing, Altamura and the Shareholders shall cause all amounts owed to Altamura by an Affiliate to be repaid in full to Altamura, and shall cause the termination of any agreements pursuant to which Altamura has guaranteed, agreed to assume or pay, or agreed to make any indemnity with respect to, any indebtedness, obligation or commitment of any Affiliate.

6.7 *Consents.* Altamura and the Shareholders shall use their respective best efforts prior to Closing to obtain all consents necessary for the consummation of the transactions contemplated hereby. All such consents shall be in writing and executed counterparts thereof shall be delivered to FNB and Bouchard promptly upon receipt by Altamura.

6.8 *Other Action.*

(a) Altamura and the Shareholders shall use their respective best efforts to cause the fulfillment at the earliest practicable date of all of the conditions to the parties' obligations to consummate the transactions contemplated in this Agreement.

(b) Altamura and the Shareholders agree to take any action necessary to cause the Merger to be approved in accordance with the Articles of Incorporation and Bylaws of Altamura.

(c) Altamura and the Shareholders agree to take any reasonable action necessary to enable Altamura, immediately after the Closing, to repay, without premium, penalty or other charges, all indebtedness for borrowed money of Altamura outstanding as of the Closing Date.

6.9 *Data Processing Systems Compliance.* Altamura and the Shareholders shall ensure that all systems and computers operated in the Altamura business shall accurately and efficiently perform all functions and operations reasonably necessary in the normal day-to-day conduct of Altamura business.

6.10 *Real Property Matters.* Altamura and the Shareholders shall use their best efforts to cause to be obtained and executed and delivered to FNB and Bouchard, prior to Closing, all consents, approvals, documents and instruments contemplated in Section 7.4.

6.11 *Shareholder Debt.* Prior to the Closing, each Shareholder who has an obligation to Altamura arising out of the purchase of Altamura Shares shall repay such obligation in full.

6.12 *Schedules.*

(a) Altamura and the Shareholders shall have a continuing obligation to promptly notify FNB in writing with respect to any matter hereafter arising or discovered which Altamura or the Shareholders become aware of, and which, if existing or known at the date of this Agreement, would have been required to be set forth or described in the Schedules, but no such disclosure shall cure any breach of any representation or warranty which is inaccurate when made. The delivery of any information pursuant to this Section 6.12 shall not constitute a waiver by FNB or Bouchard of any of the provisions of Section 7.1 and any and all adverse changes contained in any such notices shall be considered in the determination of whether the conditions set forth in Section 7.1 are met.

(b) If any fact, circumstance or development disclosed (i) requires any change in the Schedules, or (ii) would require such a change assuming the Schedules were dated as of the date of the occurrence, existence or discovery of such fact, circumstance or development, or (iii) would make any representation or warranty inaccurate if made as of the date of the occurrence, existence or discovery of such fact, circumstance or development, then Altamura or the Shareholders, as the case may be, shall promptly deliver to FNB and Bouchard a modification to its Schedules specifying such change (the "Modified Schedules") or a supplemental disclosure, as the case may be. Upon receipt of any such Modified Schedules or supplemental disclosure, FNB and Bouchard shall have the right to terminate this Agreement by giving written notice in accordance with Article 12 hereof within ten (10) business days following delivery of such Modified Schedules or supplemental disclosure, provided that the updated information contained on such Modified Schedules or supplemental disclosure creates a materially adverse exception to the representations and warranties of the notifying party under this Agreement or results in a material burden to the non-modifying or non-disclosing party.

6.13 *Registration Rights.*

(a) Piggyback Registration.

(i) In the event that, during the period commencing on the Closing Date and ending on the one year anniversary of the Closing Date, FNB proposes to register any of its securities under the Securities Act, other than on Forms S-4 or S-8, and the registration form to be used may be used for the registration of the shares of FNB Common Stock issued as Stock Consideration (the "Merger Shares"), FNB will give prompt written notice to the Shareholders of the proposed registration (the "Piggyback Registration") at least ten (10) days before the initial filing with the Securities and

Exchange Commission ("SEC") of such registration statement, and offer to include in such filing all or any portion of each Shareholder's Merger Shares, as such Shareholder may request. Each Shareholder desiring to have his or her Merger Shares registered under this Section 6.13(a) shall advise FNB in writing within five (5) days after the date of receipt of such notice from FNB, setting forth the amount of such Shareholder's Merger Shares for which registration is requested. FNB shall thereupon, subject to the limitations contained in this Section 6.13, use its best efforts to effect registration under the Securities Act of such Merger Shares. FNB shall not be obligated to effect more than one Piggyback Registration pursuant to this Section 6.13(a).

(ii) The registration expenses related to the Piggyback Registration will be paid by FNB to the extent provided in Section 6.13(b).

(iii) If the Piggyback Registration is an underwritten primary registration on behalf of FNB, and the managing underwriters advise FNB in writing that in their opinion the number of securities requested to be included in such registration exceeds the number which can be sold in an orderly manner in such offering within a price range acceptable to FNB or would otherwise interfere with the successful marketing of the shares to be registered, FNB will include in such registration: (A) first, the securities FNB proposes to sell, and (B) second, the Merger Shares and other securities requested to be included in such registration by other shareholders, pro rata among the holders of such Merger Shares and other securities on the basis of the number of shares of FNB Common Stock owned by each such holder.

(iv) If the Piggyback Registration is an underwritten secondary registration on behalf of holders of FNB's securities, and the managing underwriters advise FNB in writing that in their opinion the number of securities requested to be included in such registration exceeds the number which can be sold in an orderly manner in such offering within a price range acceptable to the holders initially requesting such registration or would otherwise interfere with the successful marketing of the shares to be registered, FNB will include in such registration: (A) first, the securities of the other holders of FNB requesting such registration and (B) second, the Merger Shares and other securities requested to be included in such registration, pro rata among the holders of such Merger Shares and other securities on the basis of the number of shares of FNB Common Stock owned by each such holder.

(v) Whenever the Shareholders have requested that any Merger Shares be registered pursuant to this Section 6.13, FNB will use reasonable efforts to effect the registration and the sale of such Merger Shares in accordance with the intended method of disposition thereof and pursuant thereto FNB will as expeditiously as possible:

(A) prepare and file with the SEC a registration statement with respect to such Merger Shares and use reasonable efforts to cause such registration statement to become effective;

(B) furnish to each Shareholder such number of copies of such registration statement, each amendment and supplement thereto, the prospectus included in such registration statement (including each preliminary prospectus) and such

other documents as such Shareholder may reasonably request in order to facilitate the disposition of the Merger Shares owned by such Shareholder;

(C) use reasonable efforts to register or qualify such Merger Shares under such other securities or blue sky laws of such jurisdictions as any seller of Merger Shares reasonably requests and do any and all other acts and things which may be reasonably necessary or advisable to enable such seller to consummate the disposition in such jurisdictions of the Merger Shares owned by such seller (provided that FNB will not be required to (i) qualify generally to do business in any jurisdiction where it would not otherwise be required to qualify but for this subparagraph, (ii) subject itself to taxation in any such jurisdictions, (iii) consent to general service of process in each such jurisdiction or (iv) undertake such actions in any jurisdiction other than the states of the United States of America and the District of Columbia);

(D) notify each seller of Merger Shares, at any time when a prospectus relating thereto is required to be delivered under the Securities Act, of the happening of any event as a result of which the prospectus included in such registration statement contains an untrue statement of a material fact or omits any fact necessary to make the statements therein not misleading, and, at the request of any such seller, FNB will prepare a supplement or amendment to such prospectus so that, as thereafter delivered to purchasers of Merger Shares, such prospectus will not contain an untrue statement of a material fact or omit to state any fact necessary to make the statements therein not misleading;

(E) use its best efforts to cause all such Merger Shares to be listed on each securities exchange on which similar securities issued by FNB are then listed, or, if similar securities of FNB are listed on the Nasdaq Stock Market, use its best efforts to cause all such Merger Shares to be listed for quotation on the Nasdaq Stock Market;

(b) In the event that, on the first anniversary of the Closing Date, FNB has not registered any of the Merger Shares under Section 6.13(a) hereof, and if the Merger Shares are not then eligible for resale pursuant to Rule 144 under the Securities Act, FNB shall use its best efforts to prepare and file with the SEC a registration statement on Form S-3 under the Securities Act, and to cause such registration statement to become effective as soon as practicable thereafter, in order to permit the resale by the Shareholders of the Merger Shares. FNB shall pay all of the reasonable out-of-pocket expenses incurred in connection with such registration statement, including, without limitation, all SEC and blue sky registration and filing fees, printing expenses, transfer agent and registrar fees, and the fees and disbursements of FNB's outside counsel and independent accountants. FNB shall also prepare and file with the SEC such amendments and supplements to such registration statement and the prospectus used in connection therewith as may be necessary to keep such registration statement effective and to comply with the provisions of the Securities Act with respect to the disposition of all shares registered thereunder until the earlier of such time as all such securities have been disposed of in accordance with the intended methods of disposition by the Shareholders or the second anniversary of the effectiveness of such registration statement.

Notwithstanding anything contained in this Section 6.13 to the contrary, FNB, on one occasion, may delay filing a registration statement and may withhold efforts to cause a registration statement to become effective, if FNB reasonably determines in good faith that such registration statement would (i)

interfere with or affect the negotiation or completion of any transaction that is being contemplated by FNB (whether or not a final decision has been made to undertake such a transaction) at the time the right to delay is exercised, or (ii) involve initial or continuing disclosure obligations that require initial or updated disclosure under the Exchange Act. If, after the registration statement has become effective, FNB advises the holders of registered shares that FNB in good faith considers it appropriate for the registration statement to be amended, the holders of such shares shall suspend any further sales of their registered shares until FNB advises them that the registration statement has been amended. FNB agrees to amend or update the registration statement as soon as practicable in the event FNB determines in good faith that an amendment is appropriate.

Each holder of shares to be registered on such registration statement shall furnish to FNB such information regarding such holder and the distribution of such shares as FNB shall from time to time reasonably request and as shall be required by law or by the SEC in connection therewith. All information provided to FNB by such holders shall be accurate and complete in all material respects.

6.14 Employee Benefit Plans. Following the Closing Date, FNB and Bouchard shall either continue the Employee Plans/Agreements of Altamura in existence as of the Closing Date or shall cover the employees of Altamura in the Bouchard employee benefit plans, in which latter event, the Employee Plan/Agreements of Altamura shall be terminated or merged into the employee benefit plans of Bouchard on the same basis as Bouchard's employees are covered. Nothing in this Section 6.14 shall limit FNB's or Bouchard's right to amend or terminate any employee benefit plan of FNB or Bouchard, or, after the Closing Date, any Employee Plan/Agreement of Altamura; provided, however, that no such amendment or termination shall discriminate against employees of Altamura.

6.15 Altamura Financial Statements. Altamura agrees to provide to FNB and Bouchard, not later than the fifth business day prior to Closing, (i) certain audited financial statements of Altamura, consisting of audited balance sheets at December 31, 1999 and 1998 and statements of income for the years ended December 31, 1999 and 1998 (including the notes relating thereto), together with the audit report thereon, (ii) an audited balance sheet of Altamura at June 30, 2000 and statement of income for the six months ended June 30, 2000 (including the notes relating thereto), together with the audit report thereon of Kirkland, Russ, Murphy & Tapp, CPAs, (iii) a pro forma balance sheet of Altamura at June 30, 2000, as adjusted to reflect the occurrence of any of the actions or transactions described on Schedule 6.6(d) or Schedule 6.6(k); provided, however, that such pro forma balance sheet shall not be adjusted to reflect any deferred tax benefit realized by Altamura in connection with any such actions or transactions (the pro forma balance sheet described in this clause (iii) is referred to herein as the "Pro Forma Closing Balance Sheet"); and (iv) the report on the Pro Forma Closing Balance Sheet of Kirkland, Russ, Murphy & Tapp, CPAs. The financial statements described in this Section 6.15 shall be prepared in accordance with GAAP and with the books and records of Altamura, and shall fairly present, in accordance with GAAP, the assets, liabilities and financial position and results of operations of Altamura as of the dates and for the periods indicated.

6.16 Use of Name. Altamura and each of the Shareholders agree that upon Closing, all rights and interests any of them shall have in the name "Altamura, Marsh and Associates, Inc." shall be transferred to Bouchard, and each of the Shareholders covenants not to use either the name "Altamura" or the name "Marsh," or any derivation of either such name, in connection with any business engaged in the selling of insurance products or other financial services.

6.17 Underwriter/Insurer Consents. Altamura shall obtain and deliver to FNB and Bouchard a written consent to the Merger from each of the underwriters and insurers set forth on Schedule 4.14(l).

6.18 *Employee Leasing Arrangements.* Altamura shall use its best efforts to obtain any approvals, consents or waivers that are required to ensure that on and after the Effective Time, FNB and Bouchard shall be able to continue the employee leasing arrangements presently in place pursuant to which Altamura leases certain of its employees. Altamura and the Shareholders shall cooperate with FNB and Bouchard in obtaining, and take all actions reasonably necessary to obtain, any such consents or approvals.

6.19 *Conversion of Class A Preferred Stock.* Prior to July 31, 2000, Altamura and the Shareholders will cause to be filed with the Florida Department of State Articles of Amendment to the Articles of Incorporation of Altamura pursuant to which all issued and outstanding shares of Class A Preferred Stock of Altamura shall be converted, on a 1-for-1 basis, into shares of Class B Common Stock of Altamura.

ARTICLE 7

CONDITIONS PRECEDENT TO OBLIGATIONS OF FNB AND BOUCHARD

Each and every obligation of FNB and Bouchard to be performed on the Closing Date shall be subject to the satisfaction prior to or at the Closing of each of the following conditions:

7.1 *Representations and Warranties True as of the Closing Date.* Each of the representations and warranties made by Altamura and the Shareholders in this Agreement, in the statements contained in the Schedules or in any instrument, list, certificate or writing delivered by Altamura and the Shareholders pursuant to this Agreement, shall be true and correct when made and shall be true and correct in all material respects at and as of the Closing Date as though such representations and warranties were made or given on and as of the Closing Date, except for any changes permitted by the terms of this Agreement or consented to in writing by FNB and Bouchard.

7.2 *Compliance with Agreement.* Altamura and the Shareholders shall have in all material respects performed and complied with all of their agreements and obligations under this Agreement which are to be performed or complied with by them prior to the Closing, including the delivery of the closing documents specified in Section 10.1.

7.3 *Absence of Suit.* No action, suit or proceeding before any court or any governmental authority shall have been commenced or threatened, and no investigation by any governmental or regulating authority shall have been commenced, against FNB, Bouchard, Altamura, any Shareholder, or any affiliate of any of them, seeking to restrain, prevent or change the transactions contemplated hereby, or questioning the validity or legality of any such transactions, or seeking damages in connection with, or imposing any condition on, any such transactions.

7.4 *Consents and Approvals.* All approvals, consents and waivers that are required to effect the transactions contemplated hereby shall have been received, and executed counterparts thereof shall have been delivered to FNB and Bouchard, including, without limitation, all approvals and consents, whether governmental or private, necessary to allow FNB and Bouchard to (i) continue to use the Real Property in the manner used at present; and (ii) continue the employee leasing arrangements presently in place pursuant to which Altamura leases certain of its employees. Altamura and the Shareholders shall cooperate with FNB and Bouchard in obtaining, and take all actions reasonably necessary to obtain, any such consents or approvals.

7.5 *Indebtedness; Guaranties.* All amounts owed to Altamura by any Affiliate shall have been repaid in full and all agreements pursuant to which Altamura guaranteed the indebtedness or obligations of any Affiliate shall have been terminated, without the payment of any consideration by Altamura.

7.6 *Completion of Due Diligence Investigation.* As a result of FNB's and Bouchard's due diligence investigation of Altamura and its business and operations, there shall not have been discovered by FNB or Bouchard, any circumstance or condition in connection with a review of information including but not limited to the Altamura Financial Statements, the general ledger and subsidiary ledgers maintained by Altamura, Altamura contracts, minute books maintained by Altamura of meetings of the Board of Directors, committees of the Board and meetings of shareholders, and stock transfer records, which would require under GAAP a negative adjustment to shareholders' equity as set forth in the Altamura Financial Statements of an amount equal to or greater than \$15,000;

7.7 *Accredited Shareholder Supplement.* FNB and Bouchard shall have received from each of the Shareholders an executed Accredited Shareholder Supplement.

7.8 *Opinion of Counsel.* FNB and Bouchard shall have received an opinion of Johnson, Blakely, Pope, Bokor, Ruppel & Burns, P.A., dated as of the Closing Date, substantially in the form attached hereto as Exhibit "4."

7.9 *Employment Agreements.* FNB and Bouchard shall have received an executed copy of (i) each of the Producer Employment Agreements; and (ii) the Altamura Employment Agreement.

7.10 *Execution of Agreement by Shareholders.* Each Shareholder shall have duly executed this Agreement.

7.11 *New Lease Arrangements.* The lease agreement between Altamura and AMA Partners, pursuant to which Altamura leases certain office space described as Units 216 and 220, Building 200, located at 29605 U.S. Highway 19 North, Clearwater, Florida (the "Premises") shall be terminated in writing by the parties to the original lease. Altamura and AMA Partners shall enter into a new lease agreement, in form satisfactory to Bouchard, pursuant to which Altamura shall lease the Premises from AMA Partners, and FNB and Bouchard shall have received a copy of such new lease agreement.

7.12 *Termination of Shareholders' Agreements.* Each Shareholders' Agreement listed on Schedule 4.2(d) shall be terminated, such termination shall be evidenced by a writing signed by each Shareholder bound by such Shareholders' Agreement, and FNB and Bouchard shall have received a copy of such writing.

7.13 *Conversion of Class A Preferred Stock.* The conversion of all of the issued and outstanding shares of Class A Preferred Stock into an equal number of shares of Class B Common Stock, as contemplated in Section 6.19, shall have been effected.

7.14 *Marketing Agency Agreement.* Altamura and Selective HR Solutions shall each have executed an amendment, in writing, in form satisfactory to FNB and Bouchard, to that certain Marketing Agreement dated January 1, 1996 between Altamura and Selective HR Solutions, and FNB and Bouchard shall have received a copy of such written amendment.

ARTICLE 8

CONDITIONS PRECEDENT TO OBLIGATIONS OF ALTAMURA AND THE SHAREHOLDERS

Each and every obligation of Altamura and the Shareholders to be performed on the Closing Date shall be subject to the satisfaction prior to or at the Closing of the following conditions:

8.1 *Representations and Warranties True on the Closing Date.* Each of the representations and warranties made by FNB and Bouchard in this Agreement shall be true and correct when made and shall be true and correct in all material respects at and as of the Closing Date as though such representations and warranties were made or given on and as of the Closing Date.

8.2 *Compliance with Agreement.* FNB and Bouchard shall have in all material respects performed and complied with all of FNB's and Bouchard's agreements and obligations under this Agreement which are to be performed or complied with by FNB and Bouchard prior to or on the Closing Date, including the delivery of the closing documents specified in Section 10.2.

8.3 *Absence of Suit.* No action, suit or proceeding before any court or any governmental authority shall have been commenced or threatened, and no investigation by any governmental or regulating authority shall have been commenced, against FNB, Bouchard, Altamura, any Shareholder, or any affiliate of any of them, seeking to restrain, prevent or change the transactions contemplated hereby, or questioning the validity or legality of any such transactions, or seeking damages in connection with, or imposing any condition on, any such transactions.

8.4 *Consents and Approvals.* All governmental approvals, consents and waivers that are required to effect the transactions contemplated hereby shall have been received.

8.5 *Tax Treatment.* The Shareholders shall have been provided with a written opinion from Smith, Gambrell & Russell, LLP (the "Tax Opinion"), to the effect that (i) the Merger will constitute a Merger within the meaning of Section 368(a) of the Code and (ii) the exchange in the Merger of the Altamura Shares for FNB Common Stock will not give rise to gain or loss to the Shareholders with respect to such exchange (except to the extent of any cash received in lieu of a fractional share of FNB Common Stock). In rendering such Tax Opinion, such counsel shall be entitled to rely upon representations of officers of FNB, Bouchard and officers and shareholders of Altamura reasonably satisfactory in form and substance to such counsel.

ARTICLE 9

INDEMNIFICATION

9.1 *By Shareholders.* All representations and warranties of the parties herein shall survive the Closing for a period of eighteen (18) months, except for representations and warranties relating to income taxes, and matters set forth in Section 4.2, which shall survive indefinitely for the applicable statute of limitations ("Survival Period"). Subject to the terms and conditions of this Section 9, each Indemnifying Shareholder, jointly and severally (subject to Section 9.3 hereof and except for Claims relating to Section 6.2, which shall be several and not joint with respect to each Indemnifying Shareholder and his, her or its breach or alleged breach thereof) shall indemnify, defend and hold harmless FNB and Bouchard, and their respective directors, officers, employees and controlled and controlling persons (hereinafter "FNB's Affiliates") from and against all Claims asserted against, resulting to, imposed upon, or incurred by FNB and Bouchard or any of FNB's Affiliates, directly or indirectly, by reason of, arising out of or resulting from:

- (i) the inaccuracy or breach of any representation or warranty of Altamura or any Shareholder contained in or made pursuant to this Agreement or any of the Ancillary Instruments (regardless of whether such breach is deemed "material" for purposes of Section 7.1),
- (ii) the breach of any covenant or agreement of Altamura or any Shareholder contained in this Agreement or any of the Ancillary Instruments,
- (iii) the manner in which Altamura has filed any Tax Returns,
- (iv) any pollution, threat to human health or the environment, or exposure to, or manufacture, processing, distribution, use, treatment, generation, transport or handling, disposal, emission, discharge, storage or release of Waste that (1) is related in any way to Altamura ownership, operation or occupancy of the business, properties and assets currently or formerly owned or used by Altamura, and which (2) in whole or in part occurred, existed, arose out of conditions or circumstances that existed, or was caused on or before the Closing Date, whether or not disclosed pursuant to Section 4.11 or otherwise,
- (v) the demand or attempted demand by any Shareholder relating to dissenters' right or rights, if any, for appraisal arising out of the Merger in accordance with the FBCA,
- (vi) any claim by any person or entity, whether or not identified in this Agreement, that such person has or had any rights to the Altamura Shares, or payment of any distribution with respect thereto of Altamura, or any present or former subsidiary or Affiliate, including as a result of any such person having a Lien on any assets of any Shareholder,
- (vii) Altamura's actual or alleged infringement, prior to the Closing, of any trademark or trade name of any person or entity, provided such claims shall not include any costs and expenses incurred by FNB, Bouchard or any FNB Affiliate in changing the name, trade name, and/or trademark of Altamura and reprinting any materials, labels, letterhead, advertising materials and signs, supplies and similar items, or
- (viii) the failure to obtain certain consents to the Merger as set forth in Section 6.17.

Notwithstanding the foregoing, neither FNB nor Bouchard shall have any right to seek indemnification under this Section 9 with respect to any Claim under Section 9.1(vii) for which FNB or Bouchard has not given the Shareholders notice prior the first anniversary of the Closing if at that time FNB or Bouchard is still using the name "Altamura, Marsh and Associates" in the conduct of the Altamura business. As used in this Section 9, the term "Claim" shall include:

- (i) all debts, liabilities and obligations;
- (ii) all losses, damages (including, without limitation, consequential damages with respect to third party claims but not with respect to independent claims of FNB or Bouchard, on the one hand, or Altamura or the Shareholders, on the other hand), judgments, awards, settlements, costs and expenses (including, without limitation, interest (including prejudgment interest in any litigated matter), penalties, court costs and reasonable attorneys fees and expenses (including those incurred to enforce rights under this Section 9)); and
- (iii) all demands, claims, suits, actions, costs of investigation, causes of action, proceedings and assessments, whether or not ultimately determined to be valid.

9.2 *By FNB and Bouchard.* Subject to the terms and conditions of this Section 9, FNB and Bouchard hereby agree to indemnify, defend and hold harmless each Shareholder from and against all Claims asserted against, resulting to, imposed upon or incurred by any such Shareholder, directly or indirectly, by reason of, arising out of, or resulting from (a) the inaccuracy or breach of any representation or warranty of FNB or Bouchard contained in or made pursuant to this Agreement or any Ancillary Instrument (regardless of whether such breach is deemed "material" for purposes of Section 6.1), or (b) the breach of any covenant or agreement of FNB or Bouchard contained in this Agreement or any of the Ancillary Instruments.

9.3 *Limitations on Indemnification.*

(a) With Respect to Obligations of Shareholders. Notwithstanding anything to the contrary in this Agreement, (i) the Indemnifying Shareholders' obligation to indemnify FNB, Bouchard and FNB's Affiliates for Claims under Section 9.1 shall accrue only if the aggregate of all such Claims exceeds \$25,000 and then, subject to clause (ii) of this Section, the Indemnifying Shareholders shall be liable for all such claims in excess of such initial \$25,000, (ii) in no event shall the maximum aggregate liability of the Indemnifying Shareholders with respect to their obligations to indemnify FNB or Bouchard for Claims under Section 9.1 exceed an amount equal to the Aggregate Purchase Price (as defined in Article 2) (the "Cap Amount"), and (iii) in no event shall the maximum aggregate liability of any Indemnifying Shareholder with respect to such Shareholders' obligations to indemnify FNB for Claims under Section 9.1 exceed such Shareholders' Allocable Portion of the Cap Amount. The "Allocable Portion" of a Shareholder shall mean that fraction equal to the number of shares of Altamura Shares held by such Shareholder on the date of Closing divided by the total number of shares of Altamura Shares outstanding on the date of Closing.

(b) With Respect to Obligations of FNB. Notwithstanding anything to the contrary in this Agreement, (i) the obligations of FNB and Bouchard to indemnify the Shareholders for Claims under Section 9.2 shall accrue only if the aggregate of all such Claims exceeds \$25,000 and then, subject to clause (ii) of this Section, FNB and Bouchard shall be liable for all such Claims in excess of such \$25,000, and (ii) in no event shall the maximum aggregate liability FNB or Bouchard with

respect to its obligations to indemnify the Shareholders for Claims under Section 9.2 exceed the Cap Amount.

(c) Fraud or Willful Breach; No Limitation for Certain Breaches. The parties hereby agree that the limitations set forth in Section 9.3(a) and 9.3(b) shall not apply to the indemnification obligations of any party with respect to any Claims that have resulted proximately from the fraud or willful breach of such party.

9.4 *Indemnification of Third-Party Claims.* The obligations and liabilities of any party to indemnify any other under this Section 9 with respect to a Claim relating to or arising from a claim relating to third parties (a “Third Party Claim”) shall be subject to the following terms and conditions:

(a) Notice and Defense. The party or parties to be indemnified (whether one or more, the “Indemnified Party”) will give the party from whom indemnification is sought (the “Indemnifying Party”) prompt written notice of any such Claim (which shall be given no later than the expiration of the Survival Period applicable to a representation or warranty with respect to which a Claim is made), and the Indemnifying Party may undertake the defense thereof by representatives chosen by it. In all matters concerning the Shareholders by virtue of joint and several liability, an agent for the Shareholders (the “Shareholders’ Agent”) shall give and receive notice and otherwise act in all respects on their behalf. Failure to give notice to a Shareholder shall not affect the Indemnifying Party’s duty or obligations under this Section 9, except to the extent the Indemnifying Party is prejudiced thereby. So long as the Indemnifying Party is defending any such Third Party Claim actively and in good faith, the Indemnified Party shall not settle such Claim. The Indemnified Party shall make available to the Indemnifying Party or its representatives all records and other materials required by them and in the possession or under the control of the Indemnified Party, for the use of the Indemnifying Party and its representatives in defending any such Claim, and shall in other respects give reasonable cooperation in such defense.

(b) Failure to Defend. If the Indemnifying Party, within a reasonable time after notice of any such Claim, fails to defend such Claim actively and in good faith, then the Indemnified Party will (upon further written notice to the Indemnifying Party) have the right to undertake the defense, compromise or settlement of such Claim or consent to the entry of a judgment with respect to such Claim, on behalf of and for the account and risk of the Indemnifying Party, and the Indemnifying Party shall thereafter have no right to challenge the Indemnified Party’s defense, compromise, settlement or consent to judgment therein.

(c) Indemnified Party’s Rights. Anything in this Section 9.4 to the contrary notwithstanding, (i) if there is a reasonable probability that a Claim would reasonably be expected to materially and adversely affect the Indemnified Party other than as a result of money damages or other money payments, the Indemnified Party shall have the right to defend, compromise or settle such Claim, and (ii) the Indemnifying Party shall not, without the written consent of the Indemnified Party, settle or compromise any Claim or consent to the entry of any judgment which does not include as an unconditional term thereof the giving by the claimant or the plaintiff to the Indemnified Party of a release from all liability in respect of such Claim.

(d) Procedures for Claims Not Involving Third Parties.

(i) All claims not involving third parties made under Sections 9.1 or 9.2 shall be asserted as soon as practicable and with respect to Claims for breach of representation and warranties no later than the expiration of the Survival Period applicable to the representation or warranty with respect to which the Claim is made. Each claim must be in writing and set forth in reasonable detail the basis for the Claim, all material facts then known to the claimant or Indemnified Party with respect thereto, and the section(s) of this Agreement under which the Claim arises.

(ii) Notice of a Claim by FNB and Bouchard against the Shareholders must be sent to the Shareholders' Agent. Notice of a Claim against one or more individual Shareholders based on a breach of the representations of such Shareholder(s) contained in Section 4.2 shall be sent to the Shareholders' Agent who shall promptly notify the Shareholder(s) that is the subject of the Claim.

(iii) The recipient of a Claim, the Indemnifying Party, shall, within thirty (30) days after receipt of the Claim, give notice to the claimant, the Indemnified Party, either that he or she accepts the Claim or objects to the Claim. If no notice is given within such period, it shall be conclusively presumed that the Indemnifying Party has accepted the Claim. If the Indemnifying Party timely objects to the Claim, the parties shall negotiate in good faith to determine the amount of the Claim.

(iv) All notices under this Section shall be given as provided in Section 12.8 of this Agreement.

9.5 *Payment.*

(a) To the extent that any Indemnifying Party shall be required to indemnify any Indemnified Party pursuant to this Section 9, such indemnification obligation shall be satisfied for all purposes hereunder by delivering to such Indemnified Party a cash payment or certificates, duly endorsed for transfer, representing that number of FNB Common Shares, having a value, based on the closing price of the FNB Common Stock on the date of delivery of the indemnity payment, equal to the amount due such Indemnified Party hereunder, subject to Section 9.4(b). To the extent that any Shareholder has insufficient shares of FNB Common Stock to satisfy any indemnification obligation hereunder, such Shareholder shall satisfy the remaining amount of such obligation by cash payment to FNB and Bouchard.

(b) In the event that a Shareholder (i) is or may be deemed to be covered by Section 16 of the Exchange Act, (ii) has an indemnification obligation which such Shareholder desires to pay in shares of FNB Common Stock hereunder, and (iii) has, within six (6) months prior to the time that such obligation arises, purchased any shares of FNB Common Stock, such Shareholder shall be entitled to delay payment of his indemnification obligation hereunder until after six (6) months have passed from the date of the last purchase preceding the date on which the obligation arose if as a condition to such postponement such Shareholder provides security for his obligations which is reasonably satisfactory to FNB and Bouchard.

9.6 *No Waiver.* The closing of the transactions contemplated by this Agreement shall not constitute a waiver by any party of its rights to Indemnification hereunder, regardless of whether the party seeking Indemnification has knowledge of the breach, violation or failure of condition constituting the basis of the Claim at or before the Closing, and regardless of whether such breach, violation or failure is deemed to be “material” for purposes of Section 11.2.

9.7 *Adjustment of Liability.* In the event an Indemnifying Party is required to make any payment under this Section 9 in respect of any damages, liability, obligation, loss, claim, or other amount indemnified hereunder, such Indemnifying Party shall pay the Indemnified Party an amount (the “Adjusted Amount”) which is equal to the sum of (i) the amount of such damages, liability, obligation, loss, claim or other amount, minus (ii) the amount of any insurance proceeds the Indemnified Party actually receives or is entitled to receive with respect thereto, minus (iii) any third party payments actually received by the Indemnified Party with respect to such damages, liability, obligation, loss, claim or other amount after demand or notice to such third party from the Indemnified Party or the Indemnifying Party (with the consent of the Indemnified Party which will not be unreasonably withheld), plus or minus, as the case may be, (iv) the amount of the Net Tax Liability or Benefit (as hereinafter defined). “Net Tax Liability or Benefit” shall be equal to the amount, if any (and which may be a positive or negative amount), by which, the sum of all federal, state, and local taxes, if any, required to be paid by such Indemnified Party in respect of the receipt or accrual of the Adjusted Amount exceeds or is less than the sum of (a) the value of any reduction in taxes of such Indemnified Party by reason of deductions, credits or allowances in respect of the payment or accrual of the damages, liability, obligation, loss, claim or other amount included in clause (i) above recognized by such Indemnified Party in the same year, or in a prior year, in which the taxes in respect of the receipt or accrual by such Indemnified Party of the Adjusted Amount would be payable and (b) the net present value of any reduction in taxes of such Indemnified Party by reason of deductions, credits or allowances in respect of the payment or accrual of the damages, liability, obligation, loss, claim or other amount included in clause (i) above recognized by such Indemnified Party in years thereafter. The net present value of any such reduction in taxes shall be determined by discounting the amount of such reduction in taxes semi-annually from the date such tax saving is recognized or reasonably expected to be recognized (which shall be deemed to be the date the applicable tax return on which such tax saving would be properly reflected is due, without extensions) to the date of payment of the applicable indemnity by such Indemnifying Party, applying a discount factor equal to the interest rate on federal income tax deficiencies in effect at the time of such adjustment. For purposes of determining the amount of any taxes required to be paid and any tax savings recognized or reasonably expected to be recognized by such Indemnified Party hereunder, it shall be assumed that such Indemnified Party is subject to tax in each applicable taxing jurisdiction at the highest applicable marginal rate then in effect in such jurisdiction.

ARTICLE 10

CLOSING

10.1 *Documents to be Delivered by Altamura and the Shareholders.* At the Closing, Altamura and the Shareholders shall deliver to FNB and Bouchard the following documents, in each case duly executed or otherwise in proper form:

(a) Share Certificates. Certificates representing the Altamura Shares, and such other documents, instruments and agreements with respect to the Altamura Shares as may be reasonably requested by FNB or Bouchard.

(b) Compliance Certificate. A certificate signed by each of the Shareholders that each of the representations and warranties made by Altamura and the Shareholders pursuant to this Agreement is true and correct in all material respects on and as of the Closing Date with the same effect as though such representations and warranties had been made or given on and as of the Closing Date (except for any changes permitted by the terms of this Agreement or consented to in writing by FNB and Bouchard), and that Altamura and the Shareholders have performed and complied in all material respects with all of their respective obligations under or pursuant to this Agreement which are to be performed or complied with on or prior to the Closing Date.

(c) Opinion of Counsel. A written opinion of Johnson, Blakely, Pope, Bokor, Ruppel & Burns, P.A., counsel to Altamura and the Shareholders, dated as of the Closing Date, addressed to FNB and Bouchard, in substantially the form set forth in Exhibit "4" hereto.

(d) Certain Agreements. The agreements, documents, instruments and certificates referred to in Sections 6.1, 6.3, 6.4, 6.7, 7.4 and 7.7, duly executed by the persons referred to in such Sections other than FNB and Bouchard.

(e) Certified Resolutions. Certified copies of the resolutions of the Shareholders and the Board of Directors of Altamura authorizing and approving this Agreement and the consummation of the transactions contemplated by this Agreement.

(f) Articles; Bylaws. A copy of the Bylaws of Altamura certified by the secretary of Altamura, and a copy of the Articles of Incorporation of Altamura certified by the Florida Department of State.

(g) Incumbency Certificate. Incumbency certificates relating to each person executing (as a director or officer of Altamura or otherwise on behalf of another person) any document executed and delivered to FNB or Bouchard pursuant to the terms hereof.

(h) Articles of Merger. The Articles of Merger contemplated by Section 1.3 duly executed on behalf of Altamura.

(i) Employment Agreements. The Producer Employment Agreements and the Altamura Employment Agreement, duly executed by the persons identified in Section 6.1.

(j) Assignment. A properly executed assignment acceptable to FNB and Bouchard providing for the assignment to FNB and Bouchard of any and all right, title and interest of the Shareholders in and to (i) the right to use the name "Altamura, Marsh and Associates, Inc.," or any variation thereof (which shall be limited to insurance business) together with all of the goodwill, if any, attendant thereto.

(k) Consents of Insurance Companies. The consent of each of the insurance companies and underwriters specified by FNB and Bouchard pursuant to Section 6.17 hereof.

(l) Other Documents. All other documents, instruments or writings required to be delivered to FNB or Bouchard at or prior to the Closing pursuant to this Agreement (including, but not limited to, an assignment of all leases affecting the Real Property) and such other certificates of authority, documents, instruments or writings as FNB or Bouchard may reasonably request.

10.2 *Documents to be Delivered by FNB and Bouchard.* At the Closing, FNB and Bouchard shall deliver to the Shareholders the following documents, in each case duly executed or otherwise in proper form:

(a) Compliance Certificate. A certificate signed by officers of FNB and Bouchard that the representations and warranties made by FNB and Bouchard in this Agreement are true and correct on and as of the Closing Date with the same effect as though such representations and warranties had been made or given on and as of the Closing Date (except for any changes permitted by the terms of this Agreement or consented to in writing by Altamura and the Shareholders), and that FNB and Bouchard have performed and complied with all of their respective obligations under this Agreement which are to be performed or complied with on or prior to the Closing Date.

(b) Tax Opinion. The Tax Opinion of Smith, Gambrell & Russell, LLP, dated as of the Closing Date, addressed to Altamura and the Shareholders.

(c) Certified Resolutions. A certified copy of the resolutions of the executive committees of the Boards of Directors of FNB and Bouchard authorizing and approving this Agreement and the consummation of the transactions contemplated by this Agreement.

(d) Incumbency Certificate. Incumbency certificates executed by each corporate officer executing any document to be delivered pursuant to this Agreement on behalf of FNB or Bouchard.

(e) Other Documents. All other documents, instruments or writings required to be delivered to Altamura and the Shareholders at or prior to the Closing pursuant to this Agreement and such other certificates of authority and documents as Altamura may reasonably request.

ARTICLE 11

TERMINATION

11.1 *Right of Termination Without Breach.* This Agreement may be terminated without further liability of any party at any time prior to the Closing:

(a) by mutual written consent of FNB, Bouchard, Altamura and the Shareholders;

(b) by either FNB or Bouchard, on the one hand, or Altamura and the Shareholders, on the other hand, if (i) the Closing shall not have occurred on or before September 30, 2000, provided the terminating party has not, through breach of a representation, warranty or covenant, prevented the Closing from occurring on or before such date; or (ii) any consent of any federal or state regulatory authority required for consummation of the Merger and the other transactions contemplated hereby 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

(c) by FNB and Bouchard pursuant to Section 6.12(b).

11.2 *Termination for Breach.*

(a) Termination by FNB or Bouchard. If (i) there has been a material violation or breach by Altamura or any Shareholder of any of the agreements, covenants, representations or warranties contained in or made pursuant to this Agreement which has not been waived in writing by FNB and Bouchard, or (ii) Altamura shall have attempted to terminate this Agreement under this Section 11 or otherwise without grounds to do so, then FNB or Bouchard may, by written notice to Altamura at any time prior to the Closing that such violation, breach, failure or wrongful termination attempt is continuing, terminate this Agreement with the effect set forth in Section 11.2(c) hereof.

(b) Termination by Altamura and Shareholders. If (i) there has been a material violation or breach by FNB or Bouchard of any of the agreements, covenants, representations or warranties contained in this Agreement which has not been waived in writing by Altamura and the Shareholders, or (ii) FNB or Bouchard shall have attempted to terminate this Agreement under this Section 11 or otherwise without grounds to do so, then Altamura and the Shareholders may, by written notice to FNB and Bouchard at any time prior to the Closing that such violation, breach, failure or wrongful termination attempt is continuing, terminate this Agreement with the effect set forth in Section 11.2(c) hereof.

(c) Effect of Termination. Termination of this Agreement pursuant to this Section 11.2 shall not in any way terminate, limit or restrict the rights and remedies of any party hereto against any other party which has violated, breached or failed to satisfy any of the representations, warranties, covenants, agreements, conditions or other provisions of this Agreement prior to termination hereof. In addition to the right of any party under common law to redress for any such breach or violation, each party whose breach or violation has occurred prior to termination shall jointly and severally indemnify each other party for whose benefit such representation, warranty, covenant, agreement or other provision was made ("indemnified party") from and against all losses, damages, costs and expenses (including, without limitation, interest (including prejudgment interest in any litigated matter), penalties, court costs, and attorneys fees and expenses) asserted against, resulting to, imposed upon, or incurred by the indemnified party, directly or indirectly, by reason of, arising out of or resulting from such breach or violation in an amount not to exceed \$100,000, which amount shall be deemed an exclusive remedy or liquidated damages. Subject to the foregoing, the parties' obligations under Section 12.1 of this Agreement shall survive termination.

ARTICLE 12

MISCELLANEOUS

12.1 *Expenses.*

(a) Except as otherwise provided in this Section 12.1 and Section 11.2, each of the parties shall bear and pay all direct costs and expenses incurred by it or on its behalf in connection with the transactions contemplated hereunder, including filing, registration, and application fees, printing fees, and fees and expenses of its own financial or other consultants, investment bankers, accountants, and counsel.

(b) Nothing contained in this Section 12.1 shall constitute or shall be deemed to constitute an exclusive remedy or liquidated damages for the willful breach by a party of the terms of this Agreement or otherwise limit the rights of the nonbreaching party.

12.2 *Brokers and Finders.* With the exception of the retention by FNB and Bouchard of the consulting firm of Marsh, Berry & Company, Inc., each of the parties represents and warrants that neither such party nor any of such party's officers, directors, employees, or affiliates has employed any broker or finder in connection with this Agreement or the transactions contemplated hereby. FNB and Bouchard shall be responsible for all fees of Marsh, Berry & Company, Inc. incurred in connection with the transactions contemplated herein. In the event of a claim by any broker or finder other than Marsh, Berry & Company, Inc. based upon such broker or finder representing or being retained by or allegedly representing or being retained by Altamura, the Shareholders, or FNB and Bouchard, each of Altamura and the Shareholders, on the one hand, and FNB and Bouchard, on the other hand, as the case may be, agrees to indemnify and hold the other party harmless of and from any liability in respect of any such claim.

12.3 *Entire Agreement.* Except as otherwise expressly provided herein, this Agreement constitutes the entire agreement between the parties with respect to the transactions contemplated hereunder and supersedes all prior arrangements or understandings with respect thereto, written or oral. Except as otherwise expressly provided herein, nothing in this Agreement expressed or implied, is intended to confer upon any person, other than the parties or their respective successors, any rights, remedies, obligations, or liabilities under or by reason of this Agreement.

12.4 *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, whether before or after shareholder approval of this Agreement has been obtained.

12.5 *Waivers.*

(a) Prior to or at the Effective Time, FNB or Bouchard, acting through their respective Boards of Directors, chief executive officers, presidents, or other authorized officers, shall have the right to waive any default in the performance of any term of this Agreement by Altamura or the Shareholders, to waive or extend the time for the compliance or fulfillment by Altamura or the Shareholders of any and all of their respective obligations under this Agreement, and to waive any or all of the conditions precedent to the obligations of FNB and Bouchard under this Agreement, except any condition which, if not satisfied, would result in the violation of any law. No such waiver shall be effective unless in writing signed by a duly authorized officer of FNB and Bouchard.

(b) Prior to or at the Effective Time, Altamura, acting through its Board of Directors, chief executive officer, president or other authorized officer, shall have the right to waive any default in the performance of any term of this Agreement by FNB, to waive or extend the time for the compliance or fulfillment by FNB or Bouchard of any and all of its obligations under this Agreement, and to waive any or all of the conditions precedent to the obligations of Altamura under this Agreement, except any condition which, if not satisfied, would result in the violation of any law. No such waiver shall be effective unless in writing signed by a duly authorized officer of Altamura.

(c) The failure of any party at any time or times to require performance of any provision hereof shall in no manner affect the right of such party at a later time to enforce the same or any

other provision of this Agreement. No waiver of any condition or of the breach of any term contained in this Agreement in one or more instances shall be deemed to be or construed as a further or continuing waiver of such condition or breach or a waiver of any other condition or of the breach of any other term of this Agreement.

12.6 *Assignment.* Except as expressly contemplated hereby, neither this Agreement nor any of the rights, interests, or obligations hereunder shall be assigned by any party hereto (whether by operation of law or otherwise) without the prior written consent of the other party. Subject to the preceding sentence, this Agreement will be binding upon, inure to the benefit of, and be enforceable by the parties and their respective successors and assigns.

12.7 *Notices.* All notices or other communications which are required or permitted hereunder shall be in writing and sufficient if delivered by hand, by facsimile transmission, by registered or certified mail, postage pre-paid, or by courier or overnight carrier, to the persons at the addresses set forth below (or at such other address as may be provided hereunder), and shall be deemed to have been delivered as of the date so delivered:

Altamura:	Altamura, Marsh and Associates, Inc. 29605 US Highway 19 North, Suite 210 Clearwater, Florida 33761 Telecopy Number: Attention: President
Copy to Counsel:	Johnson, Blakely, Pope, Bokor, Ruppel & Burns, P.A. 911 Chestnut Street Clearwater, Florida 33756-1368 Telecopy Number: 727-441-8617 Attention: Michael T. Cronin, Esq.
FNB:	F.N.B. Corporation One FNB Boulevard Hermitage, PA 16148 Telephone Number: 724-981-6000 Telecopy Number: 724-983-3515 Attention: Chairman and Chief Executive Officer
Bouchard:	Roger Bouchard Insurance, Inc. 101 Starcrest Drive Clearwater, Florida 33765 Telephone Number: 727-447-6481 Telecopy Number: 727-449-1267 Attention: Tim A. Bouchard

Copy to Counsel: Smith, Gambrell & Russell, LLP
 1230 Peachtree Road, NE
 Suite 3100, Promenade II
 Atlanta, Georgia 30309
 Telephone Number: 404-815-3500
 Telecopy Number: 404-685-7058
 Attention: Robert C. Schwartz, Esq.

12.8 *Governing Law.* This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania, without regard to any applicable conflicts of laws, except to the extent that the laws of the State of Florida relate to the consummation of the Merger.

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

12.10 *Captions.* The captions contained in this Agreement are for reference purposes only and are not part of this Agreement.

12.11 *Enforcement of Agreement.* The parties hereto agree that irreparable damage would occur in the event that any of the provisions of this Agreement was not performed in accordance with its specific terms or was otherwise breached. It is accordingly agreed that the parties shall be entitled to an injunction or injunctions to prevent breaches of this Agreement and to enforce specifically the terms and provisions hereof in any court of the United States or any state having jurisdiction, this being in addition to any other remedy to which they are entitled at law or in equity.

12.12 *Severability.* Any term or provision of this Agreement which is invalid or unenforceable in any jurisdiction shall, as to that jurisdiction, be ineffective to the extent of such invalidity or unenforceability without rendering invalid or unenforceable the remaining terms and provisions of this Agreement or affecting the validity or enforceability of any of the terms or provisions of this Agreement in any other jurisdiction. If any provision of this Agreement is so broad as to be unenforceable, the provision shall be interpreted to be only so broad as is enforceable.

IN WITNESS WHEREOF, each of the parties hereto has executed this Agreement or caused this Agreement to be executed on its behalf, under seal, as of the day and year first above written.

F.N.B. CORPORATION

By: _____
Kevin C. Hale, Executive Vice President and Chief
Operating Officer, Florida Division

ROGER BOUCHARD INSURANCE, INC.

By: _____
Tim A. Bouchard, Vice President

ALTAMURA, MARSH AND ASSOCIATES, INC.

By: _____
Name: _____
Title: _____

[SIGNATURES CONTINUED ON FOLLOWING PAGE]

SHAREHOLDERS OF ALTAMURA, MARSH AND
ASSOCIATES, INC.

Leonard N. Altamura

Jerry W. Short

Donald O. Leggett

William H. Stitt

Craig N. Holland

Nicholas Amaro

Ileane J. Altamura

Michelle R. Minton

Leslie E. Mirro

Janet A. Widera

Yvette M. Anderson

AMENDMENT NO. 1
to the
AGREEMENT AND PLAN OF MERGER
by and among
F.N.B. CORPORATION, ROGER BOUCHARD INSURANCE, INC.,
ALTAMURA, MARSH AND ASSOCIATES, INC.
and
THE SHAREHOLDERS OF ALTAMURA, MARSH AND ASSOCIATES, INC.

This Amendment No. 1 to the Agreement and Plan of Merger dated as of July 19, 2000 (this "Amendment"), is made and entered into this 10th day of August, 2000, by and among F.N.B. Corporation ("FNB"), a Pennsylvania corporation, Roger Bouchard Insurance, Inc., a Florida corporation and a wholly owned subsidiary of FNB ("Bouchard"), Altamura, Marsh and Associates, Inc., a Florida corporation ("Altamura"), and each of the shareholders of Altamura, Marsh and Associates, Inc. (the "Shareholders").

W I T N E S S E T H:

WHEREAS, FNB, Bouchard, Altamura and the Shareholders entered into that certain Agreement and Plan of Merger dated as of July 19, 2000 (the "Merger Agreement"); and

WHEREAS, the Boards of Directors of FNB, Bouchard and Altamura, and each of the Shareholders, deem it to be in their respective best interests that the Merger Agreement be amended as provided herein.

NOW, THEREFORE, in consideration of the premises and the mutual covenants, representations, warranties and agreements herein contained, the parties hereto hereby amend the Merger Agreement in the manner hereinafter set forth.

(1) Article 2 of the Merger Agreement is hereby deleted in its entirety, and the text which appears as Exhibit "A" to this Amendment is inserted in lieu thereof.

(2) Section 6.1 of the Merger Agreement is hereby deleted in its entirety, and the following text is inserted in lieu thereof:

"6.1 Employment Agreements

(a) Producer Amendments. Prior to the Closing, (i) each Shareholder other than Leonard Altamura and Jerry Short, and each employee of Altamura named on Schedule 6.1, shall execute an amendment, in the form attached hereto as Exhibit "2," to the employment agreement presently in place between Altamura and such individual (each such amendment referred to herein as a "Producer Amendment"); and (ii) Altamura shall duly execute and deliver each of the Producer Amendments.

(b) Altamura Employment Agreement. As of the Closing Date, (i) Leonard Altamura shall terminate, in writing, any existing employment agreement between Altamura and Leonard Altamura; (ii) Leonard N. Altamura shall duly execute and deliver an employment

agreement in form satisfactory to Bouchard (the "Altamura Employment Agreement"); and (iii) Bouchard shall duly execute and deliver the Altamura Employment Agreement.

(c) Short Employment Agreement. As of the Closing Date, (i) Jerry Short shall terminate, in writing, any existing employment agreement between Altamura and Jerry Altamura; (ii) Jerry Short shall duly execute and deliver an employment agreement in form satisfactory to Bouchard (the "Short Employment Agreement"); and (iii) Bouchard shall duly execute and deliver the Short Employment Agreement."

- (3) Article 6 of the Merger Agreement is hereby amended by adding the following:

"6.20 Reference is made to that certain promissory note, dated April 25, 1994, executed by Tom Butler in favor of Altamura in the original principal amount of \$223,594 (the "Butler Note"). In the event that at any time following the Closing any amount which becomes due and payable under the Butler Note has not been received by Bouchard on or before the 90th day following the scheduled due date of such payment (a "Repayment Event"), Bouchard may, at any time prior to such amount being received by Bouchard, notify Leonard Altamura, in accordance with Section 12.7 of this Agreement, that a Repayment Event has occurred and that Bouchard has elected to exercise its rights under this Section 6.20 (such notification referred to herein as the "Repayment Notice"). Leonard Altamura shall, within 10 calendar days following the date of his receipt of the Repayment Notice, pay to Bouchard an amount equal to the total outstanding principal and all accrued but unpaid interest under the Butler Note as of the date of the Repayment Notice (such payment referred to as the "Repayment"). Upon receipt by Bouchard of the full amount of the Repayment, Bouchard shall (i) assign all of its right, title and interest in, to and under the Butler Note to Leonard Altamura, and (ii) deliver to Leonard Altamura any and all amounts received by Bouchard in payment of the Butler Note following the date of the Repayment Notice."

- (4) Section 7.9 of the Merger Agreement is hereby deleted in its entirety, and the following text is inserted in lieu thereof:

"7.9 *Employment Agreements.* FNB and Bouchard shall have received an executed copy of (i) each of the Producer Employment Agreements; (ii) the Altamura Employment Agreement; and (iii) the Short Employment Agreement."

- (5) Section 8.5 of the Merger Agreement is hereby deleted in its entirety, and the following text is inserted in lieu thereof:

"8.5 *Tax Treatment.* Altamura shall have been provided with a written opinion from Smith, Gambrell & Russell, LLP (the "Tax Opinion"), to the effect that (i) the Merger will constitute a Merger within the meaning of Section 368(a) of the Code and (ii) the exchange in the Merger of Altamura Shares solely for FNB Common Stock will

not give rise to gain or loss to the Shareholders with respect to such exchange. In rendering such Tax Opinion, such counsel shall be entitled to rely upon representations of officers of FNB, Bouchard and officers and shareholders of Altamura reasonably satisfactory in form and substance to such counsel.

(6) Section 10.1(i) of the Merger Agreement is hereby deleted in its entirety, and the following text is inserted in lieu thereof:

“(i) Employment Agreements. The Producer Employment Agreements, the Altamura Employment Agreement, and the Short Employment Agreement, each duly executed by the persons identified in Section 6.1.”

(7) Except as otherwise provided herein, all terms and provisions of the Merger Agreement shall remain in full force and effect. Notwithstanding the foregoing, to the extent that there is any inconsistency between the provisions of the Merger Agreement, as originally executed, and the provisions of this Amendment No. 1, the provisions of this Amendment No. 1 shall control and be binding.

(8) The following text is hereby added to the Merger Agreement as Exhibit “6” thereto:

“ **SCHEDULE 6**

<u>Shareholder</u>	<u>Cash Election Percentage</u>
Leonard N. Altamura	20%
Jerry W. Short	20%
Donald O. Leggett	0%
William H. Stitt	20%
Craig N. Holland	0%
Nick Amaro	5%
Ileane J. Altamura	0%
Michelle R. Minton	100%
Leslie E. Mirro	0%
Janet Widera	0%
Yvette Andersen	20%

(9) The Shareholders hereby terminate any and all shareholders' agreements presently in effect with respect to the Altamura Shares, including without limitation, (i) that certain Class B Common Shareholders' Agreement effective January 1, 1998, and (ii) that certain Class A Preferred Shareholders' Agreement effective January 1, 1998; provided, however, that this Paragraph (9) shall not apply to the Merger Agreement or this Amendment.

[Signatures on following page]

IN WITNESS WHEREOF, the parties hereto have executed, or caused this Amendment to be executed by their officers thereunto duly authorized, as of the date and year first above written. This Amendment may be executed in two or more counterparts which, when taken together, shall constitute a single original.

F.N.B. CORPORATION

By: _____
Kevin C. Hale, Executive Vice President and Chief
Operating Officer, Florida Division

ROGER BOUCHARD INSURANCE, INC.

By: _____
Tim A. Bouchard, Vice President

ALTAMURA, MARSH AND ASSOCIATES, INC.

By: _____
Name: _____
Title: _____

Continuation of Signature Page to Amendment No. 1 to the Agreement and Plan of Merger by and among F.N.B. Corporation, Roger Bouchard Insurance, Inc., Altamura Marsh and Associates, Inc. and the shareholders of Altamura Marsh and Associates, Inc.

SHAREHOLDERS OF ALTAMURA, MARSH AND
ASSOCIATES, INC.

Leonard Altamura

Jerry W. Short

Donald O. Leggett

William H. Stitt

Craig N. Holland

Nicholas Amaro

Ileane J. Altamura

Michelle R. Minton

Leslie E. Mirro

Janet A. Widera

Yvette M. Anderson

Exhibit A

ARTICLE 2

MERGER CONSIDERATION

2.1 *Certain Definitions* . As used herein, the following terms shall have the meanings set forth below:

(a) Pro Forma Tangible Net Worth. The term "Pro Forma Tangible Net Worth" shall mean total shareholders' equity less any intangible assets (net of amortization) as reflected on the Pro Forma Closing Balance Sheet to be provided pursuant to Section 6.15.

(b) Aggregate Purchase Price. The term "Aggregate Purchase Price" shall mean that amount equal to the sum of (A) Pro Forma Tangible Net Worth and (B) Three Million Nine Hundred Seventy-Six Thousand Three Hundred Dollars (\$3,976,300).

(c) Pro Rata Purchase Price.

(i) The term "Pro Rata Purchase Price" shall mean, with respect to each Shareholder other than Leonard Altamura, an amount equal to the product of the Aggregate Purchase Price multiplied by such Shareholder's percentage ownership of Altamura as set forth on Exhibit "1-A."

(ii) The term "Pro Rata Purchase Price" shall mean, with respect to Leonard Altamura, an amount equal to the product of the Aggregate Purchase Price multiplied by Leonard Altamura's percentage ownership of Altamura as set forth on Exhibit "1-A," less \$50,000.

(d) Cash Election Percentage. The term "Cash Election Percentage" shall mean, with respect to a Shareholder, that percentage set forth across from such Shareholder's name on Exhibit "6."

(e) Cash Consideration. The term "Cash Consideration" shall mean, with respect to a Shareholder, a cash amount equal to the product of such Shareholder's Cash Election Percentage multiplied by such Shareholder's Pro Rata Purchase Price.

(f) Stock Consideration. The term "Stock Consideration," with respect to a Shareholder, shall mean that number of shares of FNB Common Stock which results by dividing (A) the amount equal to such Shareholder's Pro Rata Purchase Price less such Shareholder's Cash Consideration by (B) the Stock Price.

(g) Stock Price. The term "Stock Price" shall mean the average of the closing bid and ask prices of FNB Common Stock as reported by the Nasdaq Stock Market for the five consecutive full trading days during which such shares are traded immediately prior to the fifth business day prior to the Closing.

2.3 *Merger Consideration.*

(a) Delivery of Merger Consideration. At the Closing, FNB shall deliver to each Shareholder such Shareholder's Cash Consideration and issue to such Shareholder such Shareholder's Stock Consideration (the aggregate amount of cash to be delivered to the Shareholders as Cash Consideration, any amount of cash delivered to Leonard Altamura pursuant to Section 2.3(d), and the aggregate number of shares of FNB Common Stock to be issued to the Shareholders as Stock Consideration collectively referred to herein as the "Merger Consideration").

(b) Termination of Altamura Shares. At the Effective Time, all of the Altamura Shares shall cease to exist and will be converted into the right to receive the Merger Consideration, as set forth in Section 2.3(a). The delivery of the Merger Consideration as set forth in Section 2.3(a) shall constitute the full, final and complete consideration for the transactions contemplated hereby, including the Merger. The shares of FNB Common Stock issued as Stock Consideration shall be credited on behalf of the Shareholders in an account established by the Shareholders with the "F.N.B. Corporation Dividend Reinvestment and Direct Stock Purchase Plan."

(c) Acknowledgment of Percentage Ownership. Each Shareholder hereby acknowledges and agrees that Exhibit "1-A" accurately sets forth the percentage ownership of such Shareholder in Altamura.

(d) Post-Closing Adjustment.

(i) The parties hereto hereby agree that the amount of certain current liabilities of Altamura, which will be described as "Insurance Company Payables" on the Pro Forma Closing Balance Sheet, will be estimated in preparing the Pro Forma Closing Balance Sheet (the estimated amount of such liabilities referred to herein as the "Estimated Insurance Payables"), and that such estimated amount will be used for purposes of calculating the Pro Forma Tangible Net Worth pursuant to Section 2.1(a). The parties hereto further agree that the Estimated Insurance Payables will be subject to adjustment following the Closing to reflect the actual amount of the Insurance Company Payables as of June 30, 2000 (such amount, as adjusted in accordance with this Section 2.3(d), referred to herein as the "Adjusted Insurance Payables"), and that, as a result of such adjustments, additional payments may be required to be made pursuant to subsection (d)(ii) or (d)(iii) of this Section 2.3. The determination of the amount of such adjustment will be made in the sole discretion of Kirkland, Russ, Murphy & Tapp, CPAs, acting in its capacity as the independent auditors of Bouchard, or, in the event that the engagement of such firm by Bouchard is terminated prior to such adjustment being made, by such other independent auditing firm that is mutually agreeable to Leonard Altamura, FNB and Bouchard, and the parties agree to be bound by such determination. FNB and Bouchard shall use their best efforts to cause such adjustment to be made as soon as practicable following the Closing.

(ii) As soon as practicable following the determination of the amount of the Adjusted Insurance Payables as described above, FNB shall pay to Leonard Altamura, in cash, an amount to be determined as follows, which cash amount shall constitute additional Merger Consideration as defined in Section 2.3(a):

(A) In the event that the amount of the Adjusted Insurance Payables is greater than the amount of the Estimated Insurance Payables, the amount of such payment shall be equal to \$50,000 less the difference between the amount of the Adjusted Insurance Payables and the amount of the Estimated Insurance Payables; provided, however, that if the amount of the Adjusted Insurance Payables exceeds the amount of the Estimated Insurance Payables by \$50,000 or more, the amount of such cash payment shall be zero.

(B) In the event that the amount of the Estimated Insurance Payables is greater than or equal to the amount of the Adjusted Insurance Payables, the amount of such payment shall be equal to the sum of \$50,000 and the difference between the amount of the Estimated Insurance Payables and the amount of the Adjusted Insurance Payables.

(iii) In the event that the amount of the Adjusted Insurance Payables exceeds the amount of the Estimated Insurance Payables by \$50,000 or more, Leonard Altamura shall, within 10 calendar days of the determination of the amount of the Adjusted Insurance Payables, pay to FNB an amount, in cash, equal to the amount of the Adjusted Insurance Payables, less the sum of the Estimated Insurance Payables and \$50,000.