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ATTORNEYS AT LAW

02 JAN 2 2002  
FILED  
TALLAHASSEE, FLORIDA

Tampa Office

Bank Exchange Building  
633 North Franklin Street, Suite 601  
Tampa, Florida 33602  
(813) 307-0510 - Telephone  
(813) 307-0415 - Facsimile

January 2, 2002

VIA HAND DELIVERY

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Secretary of State  
Division of Corporations  
409 East Gaines Street  
Tallahassee, Florida 32399

Share  
exchange

Re: Articles of Share Exchange of Black Diamond Financial Group, Inc. and the  
Bank of St. Petersburg

Dear Sir/Madam:

Please record the enclosed Articles of Share Exchange of Black Diamond Financial Group, Inc. and the Bank of St. Petersburg. Please find enclosed your recording fee of \$87.50 which includes the cost to certify two copies. Please give this office a call at 878-2411 once the documents are ready for pick up. We're trying to get them taken care of today, if possible. Your expedited assistance will be greatly appreciated. *Happy New Year!*

Sincerely,

IGLER & DOUGHERTY, P.A.

Velrance C. Pye ("Vel")

LEGAL ASSISTANT TO EDWARD W. DOUGHERTY, JR.,

\vcp

Enclosures

RECEIVED  
02 JAN - 2 PM 3:59  
DIVISION OF CORPORATIONS  
TALLAHASSEE, FLORIDA

AR  
1/2/02

**ARTICLES OF SHARE EXCHANGE**  
of  
**BLACK DIAMOND FINANCIAL GROUP, INC.**  
(a Delaware corporation)  
and  
**BANK OF ST. PETERSBURG**  
(a Florida banking corporation)

FILED  
02 JAN -2 PM 4:01  
SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

Pursuant to the provisions of Section 607.1105, *Florida Statutes*, the undersigned corporations certify as follows:

**FIRST**, the names of the corporations that are parties to the share exchange are Black Diamond Financial Group, Inc., a Delaware corporation, and the Bank of St. Petersburg, a Florida banking corporation.

**SECOND**, the Plan of Share Exchange (the "Plan") was unanimously approved by the Board of Directors of the Bank of St. Petersburg at meeting duly held on August 2, 2001, at which a quorum was present and voting.

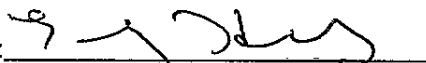
**THIRD**, the shareholders of the Bank of St. Petersburg entitled to vote thereon approved and adopted the Plan by written consent given on August 2, 2001, in accordance with the provisions of Section 607.0704 of the Florida Business Corporation Act.

**FOURTH**, the Plan was unanimously approved by the Board of Directors and sole shareholder of Black Diamond Financial Group, Inc. by unanimous written consent dated August 2, 2001.

**FIFTH**, a copy of the Plan as approved by such Board of Directors and shareholders is attached hereto as *Exhibit A*.

Dated: January 2, 2002.

**BLACK DIAMOND FINANCIAL  
GROUP, INC.**

By:   
L. Gregory Henley  
Its: *Vice President*

**BANK OF ST. PETERSBURG**

By:   
Frank A. Lafalce  
Its: *President & Chief Executive Officer*

# **EXHIBIT A**

## **Plan of Share Exchange**

## EXHIBIT B

### PLAN OF SHARE EXCHANGE

THIS PLAN OF SHARE EXCHANGE is entered into effective August 2, 2001 by and among BLACK DIAMOND FINANCIAL GROUP, INC. ("BDFG"), the BANK OF ST. PETERSBURG (the "Bank"), and CANNOVA FIRST FAMILY LIMITED PARTNERSHIP AND MICHAEL F. CANNOVA (the "Majority Shareholders").

1. The shares of the Bank of St. Petersburg, a Florida corporation (the "Shares"), will be acquired by Black Diamond Financial Group, Inc. ("BDFG") in exchange for shares of common stock of BDFG.

#### 2. Terms of Exchange

A. **Exchange Consideration.** The total value of the consideration to be exchanged for the Shares shall be \$11,000,000 (or \$7.5034 per Share, as adjusted pursuant to Section 2.02, the "Exchange Ratio"). Subject to the terms and conditions in Exhibit B, of the total consideration; \$9,514,154 shall be exchanged for the shares of the Bank's Common Stock and the Bank's Preferred Stock held by the Majority Shareholders as follows: (i) \$4,757,077 in BDFG Common Stock, based upon the book value of BDFG at Closing, and (ii) \$4,757,077 in cash or \$9,514,154 in cash, at the election of the Majority Shareholders if a certain loan to Majority Shareholders has not been funded; and further, \$7.5034 per share in cash (or \$1,485,846, provided there are no dissenting shares) shall be exchanged for the Bank's Common Stock and the Bank's Preferred Stock held by the Minority Shareholders; subject to adjustment, if required, pursuant to the provisions of Section 2(B) hereof (the "Exchange Consideration").

B. **Exchange Consideration Adjustment.** If the Closing occurs after December 31, 2001, the Exchange Consideration shall be increased by the increase, or decreased by the decrease, in Net Assets of the Bank as of the last day of the month next preceding Closing, as compared to the Net Assets of the Bank as of July 31, 2001. The change in the Exchange Consideration shall then be allocated between stock and cash consideration and among the Shareholders on a pro-rata basis.

C. **Exchange Consideration Adjustment Procedures.** If an Exchange Consideration Adjustment is appropriate, the Majority Shareholders shall deliver to BDFG at least ten days prior to Closing a certificate setting forth and certifying the Net Assets as of the month end immediately preceding the Closing, and as of July 31, 2001, together with the calculations used to derive the Net Assets as of such date. Prior to the Closing, for the purpose of reviewing such calculations, the Bank shall permit BDFG and its representatives full and complete access to the books and records of the Bank. BDFG shall have ten days from the delivery of the Net Asset calculation and certificate to object to the calculations. If the Majority Shareholders and the Bank agree with the objection raised by BDFG, the Exchange Consideration shall be adjusted as so agreed. If the Parties are not in agreement, the dispute shall be submitted to Michael Luker of Dowell & Perez, PA to decide, within ten days after submission thereto, the issues raised by

BDFG. The determination of Michael Luker shall be final and the Closing shall take place as promptly after such determination as reasonably practicable. The Net Asset values determined by Michael Luker shall be used in the calculation of the Exchange Consideration even if the Closing has been delayed past a month end as a result of any such dispute.

**D. Fractional Shares.** No certificate evidencing fractional shares of BDFG Common Stock shall be issued and no right to vote or receive any dividends or other rights as a Shareholder shall attach to any fractions of a share of BDFG Common Stock resulting from the exchange as herein provided. In lieu thereof, the Shareholders who otherwise would be entitled to receive a fraction of a share of BDFG Common Stock, will be paid cash at a rate equal to the product of the Exchange Ratio and the fraction of a share being converted to cash.

**E. Transmittal Letter.** Promptly after the Effective Time, BDFG shall mail to each Shareholder (i) a form letter of transmittal which shall specify that delivery shall be effected, and risk of loss and title to the certificates representing outstanding Shares as of the Effective Time (the "Certificates") shall pass, only upon delivery of the Certificates, and (ii) instructions for use in effecting the surrender of the Certificates in exchange for cash and/or BDFG Common Stock in accordance with this Agreement. No interest shall be paid on the cash payable upon surrender of a Certificate. If a Shareholder requests that payment be made to a person other than the one in whose name the Certificate surrendered is registered, it shall be a condition of payment that the Certificate so surrendered shall be properly endorsed or otherwise in proper form for transfer and that the person requesting such payment shall pay any transfer or other taxes required by reason of the payment to a person other than the registered holder of the Certificate surrendered or establish to the satisfaction of BDFG that such tax has been paid or is not applicable.

**F. Surrender of Certificates.** After the Effective Time, each of the Shareholders shall surrender his, her or its Certificate to BDFG and shall receive in exchange therefore the applicable Exchange Consideration for such Shares and cash for fractional shares (without interest thereon), if any, as provided in this Agreement.

**G. Lost Certificates.** If a Certificate is lost, stolen or destroyed, the registered owner thereof shall be entitled to receive the applicable number of whole shares of BDFG Common Stock, and the cash to which such owner would be otherwise entitled on surrender of such Certificate, by notifying BDFG in writing of such lost, stolen or destroyed Certificate and giving BDFG evidence of loss and, at BDFG's option, a bond, adequate in the reasonable opinion of BDFG, to indemnify it against any claim that may be made against it on account of the alleged lost, stolen and destroyed Certificate and/or the issuance of the applicable number of whole shares of BDFG Common Stock and cash, if any.

**H. Dissenting Shares.** Notwithstanding anything in this Agreement to the contrary, shares of the Bank Stock that are issued and outstanding immediately prior to the Effective Time and that are held by a Shareholder who (i) does not vote such Shares in favor of the Exchange and (ii) delivers to the Bank a notice of intention to demand payment for shares of the Bank Stock held by such stockholder (the "Dissenting Shares"), pursuant to the rights granted a dissenting shareholder under the FBCA, shall not be converted into the Exchange Consideration provided for in Section 2.01 hereof but, rather, shall be converted into the right to receive such consideration as may

be determined to be due with respect to such Dissenting Shares in accordance with the FBCA; provided however, that if any holder of Dissenting Shares shall subsequently be deemed to not be entitled to dissenter's rights, any of the Dissenting Shares held by such shareholder shall thereupon be deemed to have been converted into the Exchange Consideration provided for in Section 2.01 hereof.

I. Closing of the Bank Stock Transfer Books. After the Effective Time, there shall be no transfers on the stock transfer books of the Bank of any shares of the Bank Stock that were outstanding immediately prior to the Effective Time. If, after the Effective Time, Certificates are presented to the Bank, they shall be canceled and exchanged for the Exchange Consideration.

J. In the event that a majority of shares held by shareholders other than the Cannova First Family Limited Partnership become dissenting shares, this Plan of Share Exchange shall be null and void.