

J91260

INTER-OFFICE
COMMUNICATION

COMPTROLLER OF FLORIDA
DIVISION OF BANKING

DATE: August 8, 2001

TO: Louise Flemming-Jackson, Department of State
Division of Corporations

FROM: Bruce Ricca, Licensing and Chartering

SUBJ: Merger of First State Bank of Pinellas with and into First State Bank
and under the title of First State Bank

Please file the attached "Merger Documents" for the above-referenced institutions,
using midnight on AUGUST 9, 2001, as the effective date.

Please make the following distribution of certified copies:

(1) One copy to:

Bruce Ricca
Division of Banking
101 East Gaines Street
Fletcher Building, Suite 636
Tallahassee, Florida 32399-0350

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-08/13/01--01058--017
****113.00 ****105.00

(2) Three copies to:

Mr. Burton L. Raimi
McCaffrey & Raimi
1800 Second Street, Suite 753
Sarasota, Florida 34236

Also attached is a check which represents payment of the filing fees, charter tax
and certified copies. If you have any questions, please call 410-9528.

BR:mergeart

Merger
LF
8-14-2001

FILED
SECRETARY OF STATE
DIVISION OF CORPORATIONS
2001 AUG -9 AM 10:26

ARTICLES OF MERGER
Merger Sheet

MERGING:

FIRST STATE BANK OF PINELLAS, a Florida corporation (Document #J83021)

INTO

FIRST STATE BANK, a Florida entity, J91260

File date: August 9, 2001

Corporate Specialist: Louise Flemming-Jackson



ROBERT F. MILLIGAN
COMPTROLLER OF FLORIDA

OFFICE OF COMPTROLLER
DEPARTMENT OF BANKING AND FINANCE

STATE OF FLORIDA

TALLAHASSEE
32399-0350

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DIVISION OF CORPORATIONS

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CERTIFICATE OF MERGER

WHEREAS, Section 658.41, Florida Statutes, provides for the merger of banks, and

WHEREAS, I am satisfied that the terms of the Plan of Merger and Merger Agreement between the banks described below comply with Section 658.43(3), Florida Statutes, and that the other regulatory conditions of the department have been met,

NOW, THEREFORE, I, ROBERT F. MILLIGAN, as Comptroller of Florida and head of the Department of Banking and Finance, do hereby issue this Certificate authorizing the consummation of merger of the following constituent banks:

First State Bank of Pinellas
St. Petersburg, Pinellas County, Florida

Charter #960

First State Bank
Sarasota, Sarasota County, Florida

Charter #973

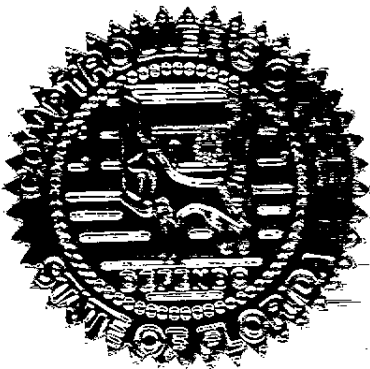
under the charter of: First State Bank

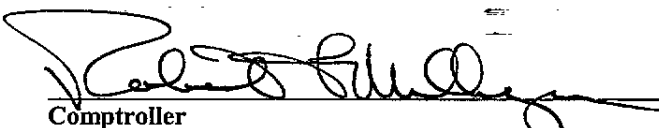
under the title of: First State Bank

under State Charter No: 973

AND, I further authorize First State Bank to continue the transaction of a general banking business with its main office located at 22 Links Avenue, Sarasota, Sarasota County, Florida, and with branch offices as authorized by law. On the effective date of the merger transaction, midnight on August 9TH, 2001, the charter of the constituent bank, other than the resulting bank shall be deemed surrendered and the resulting bank shall be considered the same business and corporate entity as each constituent bank, with all of the rights, powers, and duties of each constituent bank, except as limited by the charter and by-laws of the resulting State bank. All constituent banks, other than the resulting bank, are deemed to be branches of the resulting bank.

Signed and Sealed this 23RD day of July, 2001.




Comptroller

EFFECTIVE MIDNIGHT AUGUST 9, 2001

PLAN AND AGREEMENT OF MERGER

This AGREEMENT OF MERGER (the "Agreement") dated as of December 28, 2000 is entered into by and between FIRST STATE BANK, Sarasota, Sarasota County Florida, a Florida banking corporation with its principal office located in Sarasota, Florida (the "Sarasota Bank"), and FIRST STATE BANK OF PINELLAS, Pinellas County, Florida, a Florida banking corporation with its principal office located in St. Petersburg, Pinellas County, County, Florida (the "Pinellas Bank").

WITNESSETH:

WHEREAS, the Boards of Directors of the Sarasota Bank and the Pinellas Bank have determined that it is in the best interests of their control shareholder and their respective customers to merge the Pinellas Bank, subject to the terms and condition set forth herein, with and into the Sarasota Bank so that the Sarasota Bank is the surviving corporation in the merger (the "Merger").

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the Sarasota Bank and the Pinellas Bank agree as follows:

I. MERGER; SHAREHOLDER AND GOVERNMENTAL APPROVALS; CLOSING; EFFECTIVE TIME

A. Merger. Upon the terms and conditions set forth in this Plan and Agreement (the "Agreement"), the Pinellas Bank shall merge into the Sarasota Bank.

B. Shareholder and Governmental Approvals. The parties hereto acknowledge that prior to consummating the transaction the shareholders of both the Sarasota Bank and the Pinellas Bank must approve the merger and that the requisite approvals must be received from or notices given to, certain federal and state governmental authorities, including but not limited to, the Federal Reserve Bank of Atlanta and the Board of Governors of the Federal Reserve System (collectively the "FRB"), the Federal Deposit Insurance Corporation (the "FDIC") and the Department of Banking and Finance for Florida (the "Department"). Collectively all of the required approvals are herein referred to as the "Applicable Governmental Approvals".

C. Closing; Closing Date; Effective Time. The consummation of the transactions contemplated by this Agreement shall take place at a closing (the "Closing") to be held at the offices of the Sarasota Bank, Sarasota, Florida, on the last business day of the month in which all of the Applicable Governmental Approvals (including the expiration of any statutory waiting period required by any banking or bank holding company law, rule or regulation) have been obtained (the "Closing Date"). When the Merger becomes effective (the "Effective Time"), the Merger shall have the effect as provided by Section 607.1106, Florida Statutes.

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SECRETARY OF STATE
DIVISION OF CORPORATIONS
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D. Non-Survival. None of the representations, warranties and agreements in this Agreement or in any instrument delivered pursuant to this Agreement shall survive the Effective Time, except for agreements of the parties which by their terms are intended to be performed after the Effective Time.

II. CONSIDERATION; CONVERSION OF SHARES

A. Outstanding Stock; Conversion. At the Effective Time, each 298.88 shares of Common Stock, par value \$5.00 per share, of the Pinellas Bank ("the Pinellas Bank Common Stock") held by a shareholder on the date of this Agreement shall, by virtue of the Merger and without further action, be converted into 1 share of Common Stock, par value \$1.00 per share of the Sarasota Bank and shall thereafter be canceled. No fractional shares will be issued. At the Effective Time each share of Pinellas Bank Common Stock held by a shareholder who, on the date of this Agreement held less than 298.88 shares of Pinellas Bank Common Stock shall be converted into the right to receive \$21.61 per share in cash from the Sarasota Bank (the "Per Share Price"). From and after the date of this Agreement the stock transfer books of the Pinellas Bank will be closed and no shares of the Pinellas Bank will be transferred between the date of this Agreement and the Effective Time. In all matters relating to the holders of shares of the Pinellas Bank Common Stock as of the Closing Date, the Sarasota Bank may rely conclusively upon the records thereof maintained by the Pinellas Bank.

B. Dissenting Shares. A "Dissenting Share" shall mean a share of the Pinellas Bank Common Stock held by any person who, in lieu of tendering his/her shares for payment pursuant to the provisions of Section A of this Article II, properly exercises his/her appraisal rights, if any, under applicable law with respect to such shares and does not vote those shares for the Merger. The holder of any Dissenting Shares shall have only the rights, subject to the limitations, provided by applicable law.

C. Delivery of Consideration.

1 Outstanding Shares of the Pinellas Bank. At least twenty (20) days prior to the Closing (unless the Pinellas Bank and the Sarasota Bank shall agree to a later or earlier date), the Sarasota Bank shall send to each holder of the Pinellas Bank Common Stock, addressed to the most current address of such shareholders according to the records of the Pinellas Bank, a letter of transmittal for use in exchanging such holder's certificate(s) for an amount of cash equal to the product of the Per Share Price multiplied by the number of shares represented by such certificate(s) (less applicable withholding, if any). If a holder of the Pinellas Bank Common Stock surrenders the certificates representing shares of such stock and a properly executed letter of transmittal to the Sarasota Bank at least 5 days prior to the Closing then at the Closing the Sarasota Bank shall pay to such shareholder the consideration (less applicable withholding, if any) to which such shareholder is entitled pursuant to Section A of this Article II. If a holder of the Pinellas Bank Common Stock surrenders the certificates and executed letter of transmittal to the Sarasota Bank less than 5 business days prior to the Closing, the Sarasota Bank shall pay to such shareholder the consideration (less applicable withholding, if any) to which the shareholder is entitled as soon as practical after its receipt of the Pinellas Bank Common Stock,

but in no event later than ten business days after receipt. Until surrendered, each outstanding certificate representing shares of the Pinellas Bank Common Stock shall be deemed for all purposes, subject only to dissenters' rights under applicable law, to evidence solely the right to receive the consideration to which the holder thereof is entitled pursuant to Article II Section A of this Agreement. If any holder of the Pinellas Bank Common Stock is unable to locate any certificate evidencing the Pinellas Bank Common Stock, such shareholder shall submit to the Sarasota Bank an affidavit of lost certificate and indemnification agreement in a form acceptable to the Sarasota Bank and, if required by the Sarasota Bank, a surety bond in an amount equal to the consideration to be paid to the shareholder for the surrender of the shareholder's shares. Notwithstanding the foregoing no party to this Agreement shall be liable to any holder of certificates representing the Pinellas Bank Common Stock for any amount paid to a public official pursuant to any applicable abandoned property, escheat or similar law. No interest shall be payable with respect to the any payments made or to be made for the Pinellas Bank Common Stock.

2 The parties acknowledge that because all shareholders of the Pinellas Bank other than First State Financial Corporation will receive cash as consideration for their shares, there will be no shares of the First State Bank to dispose of because they were not taken by dissenting shareholders.

III. COVENANTS OF THE PARTIES

A. Regulatory Applications. Promptly, after the date of this Agreement the Sarasota Bank shall file or cause to be filed applications to fulfill all governmental, regulatory and other requirements (including, without limitation, obtaining the approval of the FDIC, the State of Florida and/or any other governmental entity having jurisdiction over the Sarasota Bank) and pay all fees and expenses associated therewith and shall make requests for all consents or approvals of any third party required to be fulfilled by the Sarasota Bank for the completion of the transactions contemplated by this Agreement. The Sarasota Bank shall use its best efforts to obtain all such regulatory approvals and third party consents at the earliest practicable time.

B. Main Office and Branch Locations. Exhibit III.C to this Plan and Agreement of Merger sets forth the main office and branch locations of each of the parties to this Agreement. Following consummation of the merger, the main office of the Sarasota Bank shall be the main office of the combined banks and all other offices of both banks will be branches of the Sarasota Bank, except that the main office of the Pinellas Bank shall be closed prior to or as soon after the merger as is practicable. The Pinellas Bank shall begin forthwith make such applications and give such notices as are required to close its main office. No other branch closings are contemplated as a result of the merger.

C. Information Required by Florida Statutes Section 648.42. Exhibit IV.C to this Plan and Agreement of Merger sets forth the information required by Florida Statute Section 648.42.

D. The Pinellas Bank Shareholders Meeting. If such a meeting is deemed necessary or desirable, the Pinellas Bank shall cause a meeting of its shareholders (the "Meeting") to be duly called and held as soon as practicable no later than sixty (60) days after the date hereof for the purpose of approving the transactions contemplated herein.

E. Dissenting Shareholders. the Pinellas Bank shall give the Sarasota Bank (a) prompt notice of any demands received from holders of Dissenting Shares, and (b) the opportunity to participate in all negotiations and proceedings with respect to any such demands.

F. Director's Indemnification and Insurance. the Sarasota Bank shall cause to be maintained in effect for a period of not less than two (2) years from the Closing the current directors' liability insurance maintained by the Pinellas Bank (provided that the Sarasota Bank may substitute therefor policies of at least the same coverage containing other terms and conditions which are not less advantageous in any material respect) with respect to matters occurring on or prior to the Closing to the extent available.

G. Acquired Employees. the Sarasota Bank will offer employment, commencing immediately after the Effective Time, to all employees of the Pinellas Bank who are active employees of the Pinellas Bank at the Closing Date.

IV. CONDITIONS PRECEDENT TO THE MERGER

A. Conditions to Each Party's Obligations under this Agreement. the respective obligations of each party under this Agreement shall be subject to the fulfillment (or mutual waiver) at or prior to the Closing of the following conditions:

1. All necessary regulatory or governmental approvals and consents required to consummate the transactions contemplated hereby shall have been obtained and shall remain in full force and effect, and all statutory waiting periods in respect thereof shall have expired.

2. Neither the Sarasota Bank nor the Pinellas Bank shall be subject to any order, decree or injunction of a court or agency of competent jurisdiction which enjoins, restrains or prohibits any of the transactions contemplated hereby.

3. No legal, administrative, arbitration or other proceedings shall have been instituted or be imminent by or before a court or any governmental authority to enjoin, restrain or prohibit any of the transactions contemplated hereby.

V. TERMINATION

A. Termination by One or Both Parties. This Agreement may be terminated at any time prior to the Effective Time and for any reason, only by written notice delivered by First State Financial Corporation to each of the Sarasota Bank and the Pinellas Bank.

B. Effects of Termination. Upon termination as provided in this Section, this Agreement shall be void and of no further force or effect and neither party hereto shall have any liability of any kind to the other party including but not limited to liability for expenses incurred by the other party in connection with this transaction.

VI. AMENDMENT

This Agreement may be amended, modified or supplemented by the written agreement of the Pinellas Bank and the Sarasota Bank upon the authorization of each such bank's respective Board of Directors at any time before approval of the Merger and this Agreement by the shareholders of the Pinellas Bank. After any such approval by the shareholders of the Pinellas Bank no material amendment affecting the rights of such shareholders shall be made without further shareholder approval.

VII. MISCELLANEOUS

A. Execution of Additional Documents. From time to time as and when requested, the officers and Directors of the Pinellas Bank in office at the Effective Time shall execute and deliver such instruments and shall take or cause to be taken such further or other action as shall be necessary in order to vest or perfect or confirm of record or otherwise, title to, and possession of, all the assets, property, interests, rights, privileges, immunities, powers, franchises and authority of the Pinellas Bank in the Sarasota Bank and otherwise to carry out the purposes of this Agreement.

B. Expenses. Each party to this Agreement will pay its respective fees and expenses incurred in connection with the preparation and performance of this Agreement, including fees and expenses of its counsel, accountants, and other experts and advisors.

C. Public Announcements. the parties shall consult with each other and with First State Financial Corporation before issuing any press release or other public statements with respect to the transactions contemplated by this Agreement.

D. Notices. All notices, requests, demands, and other communications hereunder shall be in writing and shall be deemed to have been duly given if delivered or mailed, first-class postage prepaid, as follows:

If to the Pinellas Bank, to:

James Dusil, President
201 2nd Avenue North
St. Petersburg, Florida 33701
Fax: 727-821-2380

If to the Sarasota Bank, to:

Patrick A. Arnold, President
22 Links Avenue
Sarasota, Florida 34236
Fax: 941-951-6189

or to such other address as the parties hereto may designate in writing as aforesaid.

E. Governing Law and Venue. This Agreement shall be construed and interpreted according to the laws of the State of Florida without giving effect to the principles of conflicts of law thereof and the venue shall be Sarasota County, Florida.

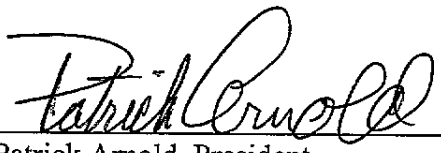
F. Whole Agreement. All schedules, exhibits and lists referred to in this Agreement are integral parts hereof, and this Agreement, together with any agreements contemplated herein, and any schedules, exhibits and related lists constitute the entire contract between the parties and no understandings or agreements, verbal or otherwise, with respect to the subject matter hereof exists between the parties.

G. Benefit and Binding Effect. This Agreement shall be binding upon and inure to the benefit of only the parties named herein or therein and their respective successors and assigns; provided, however, that neither this Agreement nor any of the rights, interests or obligations hereunder shall be assigned by any of the parties hereto without the prior written consent of the other party hereto. Except as specifically set forth herein none of the provisions of this Agreement shall be binding upon and inure to the benefit of any other person, firm or corporation whomsoever.

H. Severability. If any provision hereof shall be held invalid or unenforceable by any court of competent jurisdiction or as a result of future legislative action, such holding or action shall be strictly construed and shall not affect the validity or effect of any other provision hereof.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the date first above written.

FIRST STATE BANK

By: 
Patrick Arnold, President

FIRST STATE BANK OF PINELLAS

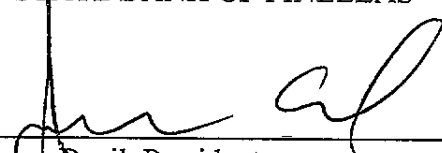
By: 
James Dusil, President

EXHIBIT III - C

ADDRESSES OF EACH MAIN OFFICE AND BRANCH

First State Bank, Sarasota, Florida

* Main Office: 22 Links Avenue
Sarasota, Florida 34236

Branch Office: 2323 Stickney Point Road
Sarasota, Florida 34231

Branch Office: 5700 Clark Road
Sarasota, Florida 34233

First State Bank of Pinellas, St. Petersburg, Florida

**Main Office: 201 2nd Avenue North
St. Petersburg, Florida 33701

Branch Office: 7101 Parks Street North
Seminole, Florida 33777

Branch Office: 2838 4th Street North
St. Petersburg, Florida 33704

Branch Office: 7555 9th Street North
St. Petersburg, Florida 33702

* / This will be the main office of the merged banks. All other offices listed, other than the main office of the Pinellas Bank will be branches.

**/ This office will be closed in connection with the merger.

EXHIBIT III - D

INFORMATION REQUIRED BY FLORIDA STATUTES 658.42(b)

With respect to First State Bank (the "Resulting State Bank"):

1. The name and the specific location of the proposed main office and each existing and proposed branch office:

See Exhibit III - C to this Plan and Agreement of Merger.

2. The name and address of each director who is to serve until the next meeting of the stockholders at which directors are elected:

<u>Name of Director</u>	<u>Address of Director</u>
Patrick Arnold	C/O First State Bank 22 Links Avenue Sarasota, Florida 34231
Louie N. Adcock, Jr.	C/O Fisher & Sauls, P.A. 100 Second Avenue S., Suite 701 St. Petersburg, Florida 33701
Lester B. Baynard	C/O Baynard, McLeod & Lang, P.A. 669 First Avenue North St. Petersburg, Florida 33701
Robert H. Beymer	C/O First State Bank 22 Links Avenue Sarasota, Florida 34231
David L. Coddington	7157 Victoria Circle University Park, Florida 34201
James E. Dusil	C/O First State Bank of Pinellas 201 Second Avenue North St. Petersburg, Florida 33701
J.C. Bud Felix	C/O Baynard, McLeod & Lang, P.A. 669 First Avenue North St. Petersburg, Florida 33701
G. Ted French	C/O Dickinson & Gibbons 1750 Ringling Blvd. Sarasota, Florida 34236

<u>Name of Director</u>	<u>Address of Director</u>
Thomas E. McLean, Sr.	1339 43 rd Avenue North St. Petersburg, Florida 33703
Rick Olszewski	C/O Permco 1500 Frost Road (P.O. Box 2068) Streetsboro, Ohio 44241
Ms. Nancy Rutland	300 Coffee Pot Riveria, NE St. Peterburg, Florida 33704
Neal W. Scaggs	C/O Logan Auto Parts 360 Riverview Avenue Logan, West Virginia
Thomas W. Wright	C/O NexQuest 500 Scott Street, Hangar A Worthington, Kentucky 41183

3. The name and address of each executive officer:

The executive officers of the combined banks will be:

- a. President and Chief Executive Officer: Robert H. Beymer, 22 Links Avenue, Sarasota, Florida 34231
- b. Sr. Vice President and Chief Operating Officer: David C. Frederick, 5700 Clark Road, Sarasota, Florida 34233
- c. Vice President and Chief Financial Officer, Mary J. Mirto, 5700 Clark Road, Sarasota, Florida 34233

4. The number of shares of capital stock of every class; the par value of each share of every class; the limitations, rights, preferences, or other special terms, if any, of each class of stock; and the amount of the surplus fund and of retained earnings or the undivided profits fund;

Following the merger, the Resulting Bank will have outstanding 1,960 shares of its common stock, par value \$1.00 per share and 3,500 shares of its Series I Perpetual Preferred Stock, par value \$1.00 per share, stated value \$100.00 per share. One hundred percent of both classes of stock will be owned by First State Financial Corporation, which is the parent holding company of the Resulting Bank.

The preferred stock has the following preferences:

Preference as to dividends – no dividends are payable on the common stock so long as any shares of preferred stock are outstanding; and

Preference on liquidation -- \$100 per share (the stated value of the preferred shares), prior to any payment on the common stock.

Following the merger, the Resulting Bank will have the following:

Surplus Account\$ 7,975,703

Retained Earnings Account\$ 520,483

5. The Resulting Bank will not have trust powers.

6. The complete Articles of Incorporation under which the resulting bank will operate are attached to this Exhibit.

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RESTATED ARTICLES OF INCORPORATION INCLUDING AMENDMENTS FOR
FIRST STATE BANK

ARTICLE I

The name of the Corporation shall be First State Bank and its initial place of business shall be at 22 South Links Avenue, Sarasota, Florida.

ARTICLE II

The general nature of the business to be transacted by this Corporation shall be that of a general commercial banking business with all rights, powers and privileges granted and conferred by the Florida Banking Code, regulating the organization, powers and management of banking corporations.

ARTICLE III

The total number of common shares authorized to be issued by the Corporation shall be Seven Thousand Five hundred (7,500). Such shares shall be of a single class and shall have a par value of One Dollar (\$1.00) per share.

The total number of preferred shares to be issued by the Corporation shall be One Million (1,000,000). The shares may be issued in series, the par value and terms to be set by the Board of Directors at the time it authorizes the issuance of the shares. Currently there are 3,500 shares outstanding of Series I perpetual Preferred Stock, par value One Dollar (\$1.00) per share, stated value One Hundred Dollars (\$100.00) per share. The shares have the following preferences:

Preference as to Dividends - No dividends are payable on the Common Stock so long as any shares of Preferred Stock are outstanding; and

Preference on Liquidation - One Hundred Dollars (\$100.00) per share (the stated value) prior to any payment on the Common Stock

ARTICLE IV

The term for which said Corporation shall exist shall be perpetual unless terminated pursuant to the Florida Banking Code.

ARTICLE V

The number of directors of the Corporation shall be not less than five (5) members, nor more than eleven (11) members as determined from time to time by the Board of Directors of the Corporation.

ARTICLE VI

The names and addresses of the Directors of the Corporation are:

Robert Beymen	22 S. Links Avenue Sarasota, FL 34236
Ted French	2033 Main Street Sarasota, FL 34237
David Coddington	7157 Victoria Circle University Park, FL 34201
Rick Olszewski	5515 Country Lakes Trail Sarasota, FL 34243
Neal Scaggs	302 Central Ave. Logan, WV 25601

ARTICLE VII

These Amended and Restated Articles of Incorporation were adopted by the Shareholders of the Corporation on July 19, 2001.

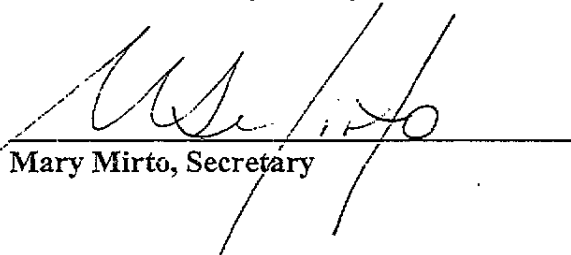
CERTIFICATION

I, Mary Mirto, Secretary of First State Bank of Pinellas, St. Petersburg, Florida, do hereby certify that the following resolution was passed by the shareholders of First State Bank of Pinellas at a Special Meeting of the Shareholders duly called and held on March 5, 2001 and that as of the date set forth below said resolution is in full force and effect and has not been modified or rescinded:

RESOLVED, that the shareholders of this Bank do hereby approve the merger of this Bank into First State Bank of Sarasota, and instruct the officers of this Bank to take any and all actions necessary to consummate that transaction in accordance with the Plan and Agreement of Merger.

This is to further certify that no shareholder of First State Bank of Pinellas, St. Petersburg, Florida exercised dissenters rights pursuant to Florida Statutes Section 658.44.

Dated this 11th Day of July 2001



Mary Mirto, Secretary

CERTIFICATION

I, Darlene Harris, Secretary of First State Bank, Sarasota, Florida, do hereby certify that the following resolutions were passed by the sole shareholder of First State Bank at a Special Meeting of the Shareholder held on February 26, 2001 and that as of the date set forth below said resolutions are in full force and effect and have not been modified or rescinded:

WHEREAS, it is deemed in the best interests of this Company [First state Financial Corporation] and the First State Bank and First State Bank of Pinellas to merge into a single institution under the charter of First State Bank; and

WHEREAS, the Boards of Directors of both such banks have voted to approve a Plan and Agreement of Merger and said Plan and Agreement of Merger has been executed by both banks; and

WHEREAS, applications to approve the merger have been or will shortly be filed with the State of Florida and the Federal Deposit Insurance Corporation; and

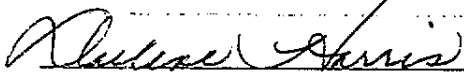
WHEREAS, the merger must be approved by the shareholders of First State Bank of Pinellas and First State Bank; NOW THEREFORE,

BE IT RESOLVED, that this Board, having reviewed the Plan and Agreement of Merger which is attached to and made a part of these minutes, between First State Bank and First State Bank of Pinellas, and acting as the sole shareholder of First State Bank, hereby waives Notice of a Meeting of the shareholders of First State Bank and approves the merger between First State Bank and First State Bank of Pinellas on the terms and conditions set forth in the Plan and Agreement of Merger; and be it

FURTHER RESOLVED, that the constituent banks to the merger may make such changes to the Plan and Agreement of Merger as they deem necessary, subject only to the approval of Robert H. Beymer, president of this Corporation.

This is to further certify that no shareholder of First State Bank, Sarasota, Florida exercised dissenters rights pursuant to Florida Statutes Section 658.44.

Dated this 18th Day of July, 2001


Darlene Harris, Secretary