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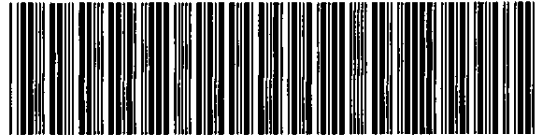
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EFFECTIVE DATE
1-1-09

2009 JAN - PM 5:00
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

FILED

Meyer

1-9-09

**INTEROFFICE
COMMUNICATION**



**OFFICE OF FINANCIAL
REGULATION**

DATE: January 6, 2009

TO: Karon Beyer, Chief
Department of State
Division of Corporations

FROM: Bruce Ricca, Office of Financial Regulation

SUBJECT: Merger of Texas First Bank - Galveston with and into American Momentum Bank and under the title of American Momentum Bank

Please file the attached "Merger Documents" for the above-referenced institutions, using 12:04 a.m., JANUARY 9, 2009, as the effective date for the merger.

Please make the following distribution of certified copies of the merger documents:

- (1) One copy to: *cc* / Bruce Ricca
Office of Financial Regulation
200 East Gaines Street
Fletcher Building, Sixth Floor
Tallahassee, Florida 32399-0371
- (2) Two copies to: *cc* / Mr. Robert N. Flowers
Hunton & Williams
1445 Ross Avenue, Suite 3700
Dallas, Texas 75202-2799
- (3) One copy to: Ms. Edye Fulcher
(uncertified) Federal Deposit Insurance Corporation
10 Tenth Street, N. E.
Suite 800
Atlanta, Georgia 30309-3906

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

EFFECTIVE DATE
1-1-09

FILED

AGREEMENT AND PLAN OF MERGER

2009 JAN -6 PM 5:00

THIS AGREEMENT AND PLAN OF MERGER (the "Merger Agreement") is made and entered into on the 3 day of November 2008, by and between AMERICAN MOMENTUM BANK, a Florida state bank with its principal office is located in Tampa, Florida ("AMB"), and TEXAS FIRST BANK, a Texas banking association with its principal office is located in Galveston, Texas ("Target").

WITNESSETH:

WHEREAS, AMB is a Florida state bank duly organized and existing under the laws of the State of Florida, with authorized capital stock consisting of 50,000,000 shares of common stock, \$5.00 par value per share (the "AMB Stock"), 10,265,000 of which are validly issued and outstanding;

WHEREAS, Texas Independent Bancshares, Inc. is a corporation duly organized and existing under the laws of the State of Texas, and is a registered bank holding company with its principal office in Texas City, Texas ("TIBI");

WHEREAS, T.I.B. Delaware, Inc., a wholly-owned subsidiary of TIBI, is a corporation duly organized and existing under the laws of the State of Delaware, and is a registered bank holding company with its principal office in Wilmington, Delaware ("TIB Delaware");

WHEREAS, Target is a Texas banking association duly organized and existing under the laws of the State of Texas, with an authorized capital stock consisting of 220,000 shares of common stock, par value \$5.00 per share (the "Target Stock"), all of which are validly issued and outstanding, and is a wholly-owned direct subsidiary of TIB Delaware and an indirect subsidiary of TIBI;

WHEREAS, AMB has entered into that certain Stock Purchase Agreement, dated October 10, 2008 (the "Stock Purchase Agreement"), with TIB Delaware and TIBI, pursuant to which AMB will acquire all of the issued and outstanding shares of Target Stock;

WHEREAS, immediately prior to the consummation of the transactions described in this Merger Agreement and the transactions described in the Stock Purchase Agreement, TIBI will (A) apply to relocate the main office of Target from Galveston, Texas to a location in Texas to be designated by AMB (the "Designated Location"), and (B) engage in a purchase and assumption transaction (the "P&A Transaction") pursuant to the terms of that certain Purchase and Assumption Agreement, dated October 9, 2008 (the "P&A Agreement"), by and between Target and Texas First Bank - Texas City, Texas ("TFB"), a wholly-owned direct subsidiary of TIB Delaware and an indirect subsidiary of TIBI, pursuant to which TFB will (1) acquire all of the assets of Target, other than \$2,500,000 of cash, the charter, articles of incorporation, bylaws, corporate records and the Designated Location, and (2) assume all of the liabilities of Target, other than a \$500,000 cash deposit of AMB (the "P&A Transaction") (together such series of integrated transactions are herein described as the "Related Transactions");

WHEREAS, immediately following the Related Transactions, AMB will purchase 100% of the issued and outstanding shares of Target Stock from TIB Delaware pursuant to the Stock Purchase

Agreement for a purchase price of \$2,300,000, plus certain reimbursement expenses, in cash at the closing, and (b) merge (the "Merger") Target with and into AMB, with AMB as the surviving entity in the Merger;

WHEREAS, upon completion of the Merger, AMB will be able to immediately establish a branch office at the Designated Location and commence banking business in the State of Texas;

WHEREAS, a majority of the Boards of Directors of each of AMB and Target, pursuant to the authority given by and in accordance with the provisions of Title XXXVIII, Chapter 658 of the Florida Statutes ("Florida Statutes"), the Texas Business Organizations Code ("TBOC") and the Texas Banking Act ("TBA"), have approved this Merger Agreement, pursuant to which Target (as a wholly-owned subsidiary of AMB) shall be merged with and into AMB, and have authorized the execution hereof; and

WHEREAS, as and when required by the provisions of this Merger Agreement, all such action as may be necessary or appropriate shall be taken by AMB and Target in order to consummate the Merger.

NOW, THEREFORE, in consideration of the premises, AMB and Target hereby agree that Target shall be merged with and into AMB on the following terms and conditions:

1. Merger of the Banks. At the Effective Time (as defined in Section 12 of this Merger Agreement), Target shall be merged with and into AMB pursuant to the provisions of Section 658.2953(6) of the Florida Statutes and Section 32.301 of the TBA.

2. Effects of the Merger. The Merger shall have the effects set forth in the applicable provisions of the Florida Statutes and TBA. At the Effective Time, the corporate existence of Target shall be merged into and continued in AMB, as the bank surviving the Merger (the "Surviving Bank"), and the Surviving Bank shall be deemed to be the same corporation as AMB. The name of the Surviving Bank shall be "**American Momentum Bank.**" The existing office of AMB located at One Urban Centre, Suite 200, 4830 West Kennedy Boulevard, Tampa, Florida 33609, shall be the main office of the Surviving Bank, and the existing offices and facilities of AMB and Target immediately preceding the Merger will become offices and facilities of the Surviving Bank following the Merger. Attached as Exhibit A is a list of all of AMB's locations immediately following the Merger. At the Effective Time, all rights, franchises and interests of AMB and Target in and to every type of property (real, personal and mixed) and choses in action shall be transferred to and vested in the Surviving Bank by virtue of the Merger without any deed or other transfer. At the Effective Time, the Surviving Bank, without any order or other action on the part of any court or otherwise, shall hold and enjoy all rights of property, franchises and interests, including appointments, designations and nominations and all other rights and interests as trustee, executor, administrator, registrar of stocks and bonds, guardian of estates, assignee, receiver and in every other fiduciary capacity, in the same manner and to the same extent as such rights, franchises and interests were held or enjoyed by AMB and Target, respectively, at the Effective Time. At the Effective Time, the Surviving Bank shall be liable for all liabilities of AMB and Target, respectively; and all deposits, debts, liabilities, obligations and contracts of AMB and Target, respectively, matured or unmatured, whether accrued, absolute, contingent or otherwise, and whether or not reflected or reserved against on balance sheets, books of account or records of AMB or Target, as the case may

be, including all liabilities of AMB and Target for taxes, whether existing at the Effective Time or arising as a result of or pursuant to the Merger, shall be those of the Surviving Bank and shall not be released or impaired by the Merger; and all rights of creditors and other obligees and all liens on property of either AMB or Target shall be preserved unimpaired. The Surviving Bank will not have trust powers as a result of the Merger.

3. Articles of Incorporation and Bylaws. At the Effective Time, the Articles of Incorporation and Bylaws of AMB, which are attached hereto as Exhibit B, shall continue in effect as the Articles of Incorporation and Bylaws of the Surviving Bank until the same shall be amended and changed as provided by law.

4. Directors and Executive Officers of the Surviving Bank. At the Effective Time, the directors and executive officers of the Surviving Bank shall be the directors and executive officers of AMB immediately preceding the Merger (a list of which is attached hereto as Exhibit C), and each of such persons shall hold office from the Effective Time until their respective successors are duly elected or appointed and qualified in the manner provided in the Articles of Incorporation and Bylaws of the Surviving Bank or as otherwise provided by law.

5. Conversion of AMB Stock and Target Stock. At the Effective Time, by virtue of this Merger Agreement and without any further action on the part of any holder, all shares of AMB Stock issued and outstanding at the Effective Time shall remain issued and outstanding and unchanged and all shares of Target Stock issued and outstanding at the Effective Time shall be cancelled without consideration. As a result, the Surviving Bank shall have authorized capital stock consisting of 50,000,000 shares of common stock, \$5.00 par value per share, 10,265,000 of which shall be issued and outstanding.

6. Stock Transfer Books. The stock transfer books of Target shall be closed as of the Effective Time, and no transfer of record of any of the shares of Target Stock shall take place thereafter.

7. Shareholder Approval. This Merger Agreement shall be submitted to TIB Delaware as the sole shareholder of Target, and, if necessary under Florida law, to the shareholders of AMB, for approval by written consent. Upon approval by the shareholders of Target and AMB, as necessary, this Merger Agreement shall be made effective as soon as practicable thereafter as provided in Section 12 hereof.

8. Conditions to Consummation of the Merger. All obligations of the parties under this Merger Agreement are subject to the receipt of all consents, orders and regulatory approvals, including, but not limited to, the approval of the Federal Deposit Insurance Corporation, the Florida Office of Financial Regulation - Division of Financial Institutions and the Texas Department of Banking, and the satisfaction of all other requirements prescribed by law that are necessary for the consummation of the Merger, including, without limitation, consummation of the Related Transactions and the requisite approval of shareholders.

9. Termination. This Merger Agreement may be terminated and abandoned at any time prior to the Effective Time, whether before or after action thereon by the shareholders of either Target or AMB (as necessary), by the mutual consent in writing of each of AMB and Target.

10. Effect of Termination. In the event of the termination and abandonment of this Merger Agreement pursuant to the provisions of Section 9, this Merger Agreement shall be of no further force or effect and there shall be no liability by reason of this Merger Agreement or the termination thereof on the part of either AMB or Target or the directors, officers, employees, agents or stockholders of either of them.

11. Waiver, Amendment and Modification. Any of the terms or conditions of this Merger Agreement may be waived at any time, whether before or after action thereon by the shareholders of Target or AMB (as necessary), by the party that is entitled to the benefits thereof. This Merger Agreement may be modified or amended at any time prior to the Effective Time, whether before or after action thereon by the shareholders of the Target or AMB (as necessary), by AMB and Target; *provided, however*, that in the event that applicable law shall require the approval of any amendment to this Agreement by the shareholders of any of the parties hereto, in no event may any such amendment be made that changes any of the principal terms of this Merger Agreement without the requisite approval of such shareholders. Any waiver, modification or amendment of this Merger Agreement shall be in writing.

12. Closing Date and Effective Time. The "Closing Date" and the Effective Time (as defined below) of the Merger shall occur immediately following the closing of the transaction contemplated by the Stock Purchase Agreement. Subject to the terms, and upon satisfaction on or before the Closing Date of all requirements of law, and the conditions specified in this Merger Agreement, the Merger shall become effective upon filing (or such other time specified in such filing) with the Florida Office of Financial Regulation in accordance with Section 658.45 of the Florida Statutes, such time being herein called the "Effective Time."

13. Multiple Counterparts. For the convenience of the parties hereto, this Merger Agreement may be executed in multiple counterparts, each of which shall be deemed an original, and all counterparts hereof so executed by the parties hereto, whether or not such counterpart shall bear the execution of each of the parties hereto, shall be deemed to be, and shall be construed as, one and the same Merger Agreement. A telecopy or facsimile transmission of a signed counterpart of this Merger Agreement shall be sufficient to bind the party or parties whose signature(s) appear thereon.

14. Governing Law. **THIS MERGER AGREEMENT SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAWS OF THE STATE OF FLORIDA.**

15. Further Assurances. Each party hereto agrees from time to time, as and when requested by the other party hereto, or by its successors or assigns, to execute and deliver, or cause to be executed and delivered, all such agreements, arrangements, certificates, documents, deeds or other instruments and to take or cause to be taken such further or other acts, either before or after the Effective Time, as may be deemed necessary or desirable in order to vest in and confirm to the Surviving Bank title to and possession of any assets of AMB or Target acquired or to be acquired by reason of or as a result of the Merger and otherwise to carry out the intent and purposes hereof, and the officers and directors of the parties hereto are fully authorized in the name of their respective corporate names to take any and all such actions.

16. Assignment. This Merger Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns, but no party to this Merger Agreement shall assign this Merger Agreement, by operation of law or otherwise, in whole or in part,

without the prior written consent of the other parties. Any assignment made or attempted in violation of this Section 16 shall be void and of no effect.

17. Severability. In the event that any provision of this Merger Agreement is held to be illegal, invalid or unenforceable under present or future laws, then (a) such provision shall be fully severable and this Merger Agreement shall be construed and enforced as if such illegal, invalid or unenforceable provision were not a part hereof; (b) the remaining provisions of this Merger Agreement shall remain in full force and effect and shall not be affected by such illegal, invalid or unenforceable provision or by its severance from this Merger Agreement; and (c) there shall be added automatically as a part of this Merger Agreement a provision as similar in terms to such illegal, invalid or unenforceable provision as may be possible and still be legal, valid and enforceable.

18. Rules of Construction. Descriptive headings as to the contents of particular sections are for convenience only and shall not control or affect the meaning, construction or interpretation of any provision of this Merger Agreement. Each use herein of the masculine, neuter or feminine gender shall be deemed to include the other genders. Each use herein of the plural shall include the singular and vice versa, in each case as the context requires or as it is otherwise appropriate. The word "or" is used in the inclusive sense.


19. Articles, Sections, Exhibits and Schedules. All articles and sections referred to herein are articles and sections, respectively, of this Merger Agreement and all exhibits referred to herein are exhibits attached to this Merger Agreement. Any and all schedules, exhibits, annexes, statements, reports, certificates or other documents or instruments referred to herein or attached hereto are and shall be incorporated herein by reference hereto as though fully set forth herein verbatim.

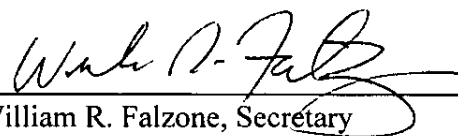
20. Binding Effect. All of the terms, covenants, representations, warranties and conditions of this Merger Agreement shall be binding upon, and inure to the benefit of and be enforceable by, the parties hereto and their respective successors, representatives and permitted assigns. Nothing expressed or referred to herein is intended or shall be construed to give any person other than the parties hereto any legal or equitable right, remedy or claim under or in respect of this Merger Agreement, or any provision herein contained, it being the intention of the parties hereto that this Merger Agreement, the assumption of obligations and statements of responsibilities hereunder, and all other conditions and provisions hereof are for the sole benefit of the parties to this Merger Agreement and for the benefit of no other person. Nothing in this Merger Agreement shall act to relieve or discharge the obligation or liability of any third party to any party to this Merger Agreement, nor shall any provision give any third party any right of subrogation or action over or against any party to this Merger Agreement.

[Signature Pages Follow]

IN WITNESS WHEREOF, American Momentum Bank and Texas First Bank have caused this Merger Agreement to be executed by their duly authorized officers as of the date first above written, and the officers of each such bank have hereunto subscribed their names.

AMERICAN MOMENTUM BANK,
TAMPA, FLORIDA

By: 
Donald A. Adam, Chief Executive Officer

By: 
William R. Falzone, Secretary

TEXAS FIRST BANK,
GALVESTON, TEXAS

By: _____
J. Scott Kusnerik, President

By: _____
_____, Secretary

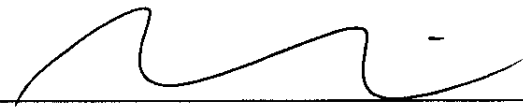
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AMERICAN MOMENTUM BANK,
TAMPA, FLORIDA

By: _____
Donald A. Adam, Chief Executive Officer

By: _____
William R. Falzone, Secretary

TEXAS FIRST BANK,
GALVESTON, TEXAS

By: _____
J. Scott Kusnerik, President

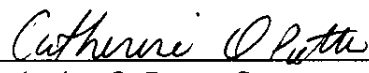
By: _____
Catherine O. Potter, Secretary

Exhibit A
List of AMB locations

LIST OF AMB OFFICES

Address

4830 West Kennedy Boulevard, Suite 200, Tampa, Florida 33609

3708 Henderson Boulevard, Tampa, Florida 33609

101 1st Avenue North, Saint Petersburg, Florida 33701

15150 North Florida Avenue, Tampa, Florida 33613

301 5th Avenue South, Naples, Florida 34102

301 East Pine Street, Suite 125, Orlando, Florida 32801

301 East Pine Street, Suite 1000, Orlando, Florida 32801

5221 Clark Road, Sarasota, Texas 34233

9121 Town Center Parkway, Bradenton, Florida 34202

3155 Daniels Road, Winter Garden, Florida 34878

5 Momentum Boulevard, College Station, Texas 77845

Exhibit B
Articles of Incorporation and Bylaws

State of Florida



Department of State

I certify the attached is a true and correct copy of the Articles of Incorporation of AMERICAN MOMENTUM BANK, a Florida corporation, filed on June 23, 2006, as shown by the records of this office.

The document number of this corporation is P06000085477.

Given under my hand and the
Great Seal of the State of Florida
at Tallahassee, the Capitol, this the
Twenty-third day of June, 2006



CR2EO22 (01-06)

Sue M. Cobb
Sue M. Cobb
Secretary of State

**ARTICLES OF INCORPORATION
OF
AMERICAN MOMENTUM BANK**

06 JUN 23 PM 3:56
FILED
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

The undersigned, acting as directors for the purpose of forming a financial institution corporation under and by virtue of the laws of the State of Florida, adopt the following Articles of Incorporation.

ARTICLE I

The name of the corporation shall be American Momentum Bank and its initial place of business shall be at 4830 West Kennedy Boulevard, Suite 200, Tampa, Hillsborough County, Florida 33609.

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 the rights, powers, and privileges granted and conferred by the Florida Financial Institutions Codes, regulating the organization, powers, and management of banking corporations.

ARTICLE III

The total number of shares authorized to be issued by the corporation shall be 50,000,000. Such shares shall be of a single class and shall have a par value of \$5.00 per share. The corporation shall begin business with at least \$50,375,000 in paid-in common capital stock to be divided into 10,075,000 shares. The amount of surplus with which the corporation will begin business will be not less than \$49,625,000, all of which (capital stock and surplus) shall be paid in cash.

Each shareholder of the corporation shall have the right to purchase, subscribe for, or receive a right or rights to purchase or subscribe for, a pro rata portion (based on each shareholder's proportionate ownership of common stock of the corporation) of any stock of any class that the corporation may issue or sell, at the price at which such stock is issued or sold. The board of directors of the corporation shall have the power to prescribe a reasonable period of time within which such preemptive rights must be exercised. Notwithstanding the foregoing, shareholders shall not have any preemptive rights to purchase or subscribe for, or receive a right or rights to purchase or subscribe for, (a) stock issued as compensation to directors, officers, agents, or employees of the corporation, its subsidiaries, or affiliates; (b) stock issued to satisfy option rights created to provide compensation to directors, officers, agents, or employees of the corporation, its subsidiaries, or affiliates; and (c) stock issued in connection with the acquisition of another financial institution or entity.

ARTICLE IV

The term for which said corporation shall exist shall be perpetual unless terminated pursuant to the Florida Financial Institutions Codes.

ARTICLE V

The number of directors shall not be fewer than five (5). The names and street addresses of the first directors of the corporation are:

<u>Name</u>	<u>Street Address</u>
Donald A. Adam	14040 S.W. 20 th Avenue Road, Ocala, Florida 34473
Phillip D. Adams	3000 Briarcrest Drive, Suite 508, Bryan, Texas 77802
Lee E. Arnold, Jr.	17757 US 19 North, Suite 275, Clearwater, Florida 33764
Dick J. Batchelor	201 South Orange Avenue, Suite 960, Orlando, Florida 32801
Samuel A. Davis, II	6002 Umber Street, Arvada, Colorado 80403
Judy L. Genshaft	15603 Cheswick Court, Tampa, Florida 33647
John R. Mills	8925 Sadler Avenue, Mt. Dora, Florida 32757
James H. Pugh, Jr.	359 Carolina Avenue, Winter Park, Florida 32789
Mel Sembler	5858 Central Avenue, St. Petersburg, Florida 33707
Allen S. Weiss	350 7 th Street North, Naples, Florida 34102
James L. Wolfe	1111 Briarcrest Drive, Suite 300, Bryan, Texas 77802

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SECRETARY OF STATE
TALLAHASSEE, FLORIDA

A majority of the full board of directors may, at any time during the year following the annual meeting of shareholders, increase the number of directors of this corporation by not more than two and appoint persons to fill the resulting vacancies.

ARTICLE VI

The name and street address of the person signing these Articles of Incorporation as incorporator is Donald A. Adam, 14040 S.W. 20th Avenue Road, Ocala, Florida 34473.

In witness of the foregoing, the undersigned incorporator has executed these Articles of Incorporation declaring and certifying that the facts stated herein are true, and hereby subscribes thereto and hereunto sets his hand and seal this 15 day of JUNE, 2006.


Donald A. Adam

STATE OF FLORIDA)
COUNTY OF HILLSBOROUGH)

The foregoing instrument was acknowledged before me this 15th day of JUNE, 2006, by Donald A. Adam.



Anita G. Mandicott
Printed Name: ANITA G. MANDICOTT
Notary Public - State of Florida at Large

Personally known ☐ or Produced Identification ☒

Type of Identification Produced TEXAS DRIVER LICENSE

Approved by the Florida Office of Financial Regulation this 22ND day of JUNE,
2006.

Tallahassee, Florida

Linda B. Charity

FILED
06 JUN 23 PM 3:56
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

Exhibit C
List of Directors and Executive Officers

<u>Name and Address of Beneficial Owner</u>	<u>Position with Bank</u>
Donald A. Adam One Courtland Place Bryan, Texas 77802	Chairman and Chief Executive Officer
Sam A. Davis, II 5215 Beach Breeze Court Tampa, Florida 33609	Director, President and Chief Operating Officer
John Thompson 16722 Longleaf Drive Lutz, Florida 33549	Executive Vice President
Rita Lowman 6128 Savoy Circle Lutz, Florida 33558	Executive Vice President
William Falzone 8961 Baywood Park Drive Seminole, Florida 33777	Executive Vice President
Michael Crowe 13256 108 th Avenue Largo, Florida 33774	Executive Vice President
Lee E. Arnold, Jr. 1049 Bay Esplanade Clearwater, Florida 33767	Director
James H. Pugh, Jr. 802 Georgia Avenue Winter Park, Florida 32789	Director
Phil D. Adams 726 Rosemary Drive Bryan, Texas 77802	Director
Dick J. Batchelor 8995 Crichton Wood Drive Orlando, Florida 33764	Director
Judy L. Genshaft 15603 Cheswick Drive Tampa, Florida 33647	Director

Name and Address of Beneficial

Owner

Position with Bank

John R. Mills
8925 Sadler Avenue
Mt. Dora, Florida 34243

Director

Mel Sembler
10324 Paradise Boulevard
Treasure Island, Florida 33706

Director

Allen S. Weiss
1221 Gulf Shore Boulevard, North
Naples, Florida 34102

Director

James L. Wolfe
3005 Chochise Court
College Station, Texas 77845

Director

Connie Mack III
631 Bocilla Drive
Don Pedro Island, Florida 33946

Director

**Directors and executive officers, as a
group (16 persons)**

OFFICE OF FINANCIAL REGULATION



Having been approved by the Acting Commissioner of the Office of Financial Regulation on December 18, 2008, to merge Texas First Bank - Galveston, Galveston County, Texas, and American Momentum Bank, Tampa, Hillsborough County, Florida, and being satisfied that the conditions of approval have been met, I hereby approve for filing with the Department of State, the attached "Agreement and Plan of Merger" which contains the Articles of Incorporation of American Momentum Bank (the resulting bank), so that effective at 12:04 a.m. on January 9, 2009, they shall read as stated herein.

Signed on this 5TH day of
January 2009.



Director, Division of Financial Institutions

**WRITTEN CONSENT
OF
SHAREHOLDER
OF
AMERICAN MOMENTUM BANK**

OCTOBER 16, 2008

Pursuant to the authority contained in Section 607.0704 of the Florida Business Corporation Act, the undersigned shareholder (the "Shareholder") of American Momentum Bank (the "Bank"), having the requisite numbers of votes necessary to authorize or take the actions contemplated herein, does hereby adopt the following resolutions, effective as of the date set forth herein, with the same force and effect as though adopted at a special meeting of the shareholders of the Bank duly called and held:

WHEREAS, the Board of Directors of the Bank (the "Board") has determined that it is advisable and in the best interests of the Bank and its shareholders to acquire Texas First Bank, Galveston, Texas, a Texas banking association with its main office currently located in Galveston, Texas ("TFB"), for the purpose of establishing a branch of the Bank in the State of Texas ("Charter Transaction");

WHEREAS, TFB is a wholly-owned direct subsidiary of T.I.B. Delaware, Inc., a Delaware corporation and registered bank holding company ("TIB Delaware"), and a wholly-owned indirect subsidiary of Texas Independent Bancshares, Inc., a Texas corporation and registered bank holding company ("TIBI");

WHEREAS, the Charter Transaction is part of a series of integrated transactions by and among the Bank, TIBI, TIB Delaware and TFB, which include: (1) the establishment of a branch of TFB in College Station, Texas at a location to be determined by the Bank (the "Designated Location"); (2) the relocation (the "Relocation") of TFB's main office to the Designated Location and the establishment of TFB's former main office in Galveston, Texas as a branch of TFB; (3) a purchase and assumption transaction (the "P&A Transaction") by and between TFB and Texas First Bank, Texas City, Texas ("TFB - Texas City"), a Texas banking association and wholly-owned direct subsidiary of TIB Delaware and indirect subsidiary of TIBI, pursuant to which TFB - Texas City will acquire all the assets and assume all the liabilities of TFB, except for \$2,000,000 in capital and a cash deposit of the Bank in the amount of \$500,000, its charter, Articles of Association and bylaws, and the Designated Location (collectively transactions (1) through (3) are referred to as the "Related Transactions"); (4) the acquisition (the "Stock Purchase") of all of the issued and outstanding capital stock of TFB by the Bank; and (5) the merger (the "Bank Merger") of TFB with and into the Bank, with the result that the Designated Location will become a branch of the Bank;

Approval of Interstate Merger Transaction

WHEREAS, after consummation of the Related Transactions and the Stock Purchase, the Bank desires to engage in the Bank Merger and merge TFB with and into the Bank pursuant

to that certain Agreement and Plan of Merger by and between TFB and the Bank (the "Merger Agreement"), a copy of which is attached hereto as Exhibit A, after which the Bank shall be entitled to engage in banking business in the State of Texas;

WHEREAS, the Board has determined that the proposed Bank Merger, pursuant to the terms of the Merger Agreement, is advisable and in the best interests of the Bank and its shareholders and has adopted resolutions dated October 10, 2008 approving the Bank Merger and adopting the Merger Agreement;

WHEREAS, the Shareholder considers it to be advisable and in the best interests of the Bank to enter into the Merger Agreement and consummate the Bank Merger upon the terms and conditions under, and as described in, the Merger Agreement; and

WHEREAS, the Shareholder desires to take any and all lawful actions that may be necessary or appropriate to consummate the Bank Merger.


NOW, THEREFORE, BE IT RESOLVED, that the Shareholder hereby ratifies, approves, adopts and confirms the Merger Agreement in such form and with such revisions and subsequent amendments thereto as the Chairman and Chief Executive Officer, the President and Chief Operating Officer, or any Executive Vice President, Senior Vice President or Vice President of the Bank (the "Authorized Officers"), directly or indirectly, deems necessary or advisable and in the best interests of the Bank as evidenced by any such officer's execution thereof, as well as any and all transactions contemplated therein, including, without limitation, the Bank Merger.

FURTHER RESOLVED, that the Authorized Officers are hereby authorized, empowered and directed, for, on behalf of and in the name of the Bank, to do and perform all necessary lawful acts to carry out the Bank Merger and the Merger Agreement and the intent of these resolutions into full force and effect including, but not limited to, the preparation and filing of regulatory applications and notices on behalf of the Bank with the Federal Reserve Bank of Atlanta, the Texas Department of Banking, the Florida Office of Financial Regulation - Division of Financial Institutions and the Federal Deposit Insurance Corporation, and any other regulatory authorities having jurisdiction.

FURTHER RESOLVED, that all previous lawful actions taken or agreements entered into by any director, officer, agent, or other authorized representative of the Bank on behalf of the Bank in negotiating or carrying out the Bank Merger and the Merger Agreement and the intent of these resolutions into full force and effect are hereby ratified, confirmed, approved and adopted as duly authorized acts of the Bank in all respects and for all purposes.

IN WITNESS WHEREOF, the undersigned Shareholder of the Bank has executed this written consent effective as of the date first written above.

ADAM BANK GROUP, INC.



Donald A. Adam
Chairman and Chief Executive Officer

SECRETARY'S CERTIFICATE
OF
TEXAS FIRST BANK – GALVESTON

I, Catherine O. Potter, hereby certify that I am the Secretary of Texas First Bank – Galveston, a Texas banking association (the "Bank"), and that I have been appointed and am presently serving in such capacity in accordance with the Bylaws of the Bank. I further certify, on behalf of the Bank, that:

1. Attached hereto as **Exhibit A** is a true and complete copy of the resolutions adopted by the sole shareholder of the Bank by unanimous written consent effective October 23, 2008, approving and adopting an Agreement and Plan of Merger by and between the Bank and American Momentum Bank, a Florida state bank.

IN WITNESS HEREOF, I have hereunto set my hand this 17 day of November 2008.

By: Catherine O. Potter
Catherine O. Potter
Secretary

**RESOLUTIONS OF SOLE SHAREHOLDER
OF
TEXAS FIRST BANK – GALVESTON**

Preamble

WHEREAS, T.I.B. Delaware, Inc. ("TIB Delaware") is a wholly owned subsidiary of Texas Independent Bancshares, Inc. ("TIBI"); and

WHEREAS, TIB Delaware owns all of the outstanding capital stock of Texas First Bank - Texas City, a Texas banking association ("TIB-TC") and all of the outstanding capital stock of Texas First Bank – Galveston ("TFB-G"); and

WHEREAS, TIBI desires to consolidate the operations of TFB-G and TFB-TC under the charter of TFB-TC and then sell the charter of TFB-G to a third party; and

WHEREAS, TFB-TC and TFB-G have entered into that certain Purchase and Assumption Agreement dated October 10, 2008 (the "Agreement"), a copy of which is attached hereto as Annex 1, providing for the sale by TFB-G of certain assets to TFB-TC and the assumption of certain liabilities by TFB-TC;

WHEREAS, TIBI and TIB Delaware have entered into that certain Stock Purchase Agreement dated October 10, 2008 (the "SPA Agreement") with American Momentum Bank, a Florida state bank ("AMB"), pursuant to which TIB Delaware will sell the charter of TFB-G to AMB immediately following consummation of the transactions contemplated by the P&A Agreement;

WHEREAS, AMB intends to merge TFB-G with and into itself immediately following consummation of the transactions contemplated by the SPA Agreement (the "Post Closing Merger"), and in connection with the same, AMB requested that TFB-G enter into and TFB-G has entered an Agreement and Plan of Merger with AMB dated October __, 2008 (the "Merger Agreement"), a copy of which is attached to these resolutions as Annex 2.

The P&A Agreement

NOW, THEREFORE, BE IT RESOLVED, that the sole shareholder hereby approves and adopts the P&A Agreement, a copy of which is attached hereto as Annex 1, and the transactions contemplated thereby; and further

The Merger Agreement

RESOLVED, that the sole shareholder of TFB-G hereby approves and adopts the Merger Agreement, attached hereto as Annex 2, providing for the Post Closing Merger, subject to prior consummation of the transactions contemplated by the P&A Agreement and the SPA Agreement; and further

Miscellaneous

RESOLVED, the officers of TIB Delaware be and they hereby are authorized to do or cause to be done all such further acts and things and to take or cause to be taken any and all such further actions and to make, execute and deliver or cause to be made, executed and delivered any and all such documents, agreements, instruments, certificates, filings with governmental agencies and undertakings as such officers may deem necessary or advisable in connection with the adoption and approval of the P&A Agreement and the Merger Agreement and in order to carry out the purposes of these resolutions and the transactions contemplated thereby; and further

RESOLVED, that any and all actions heretofore taken by any director, officer, representative or agent of TIB Delaware and TFB-G relating to or in connection with the transactions contemplated by the P&A Agreement and the Merger Agreement or otherwise referred to in the foregoing resolutions be and they hereby are ratified, confirmed and approved as the authorized acts and deeds of TIB Delaware and TFB-G, as applicable.