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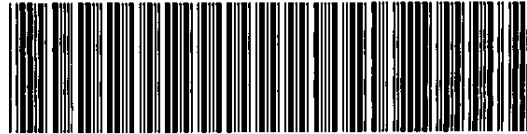
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TALLAHASSEE FLORIDA

merger

APR 13 2012

T. LEWIS



Linda B. Charity
Interim Commissioner

INTEROFFICE COMMUNICATION

DATE: April 12, 2012

TO: Karon Beyer, Department of State
Division of Corporations - Bureau of Commercial Recordings

FROM: John A. Pullen, Division of Financial Institutions *JAP*

SUBJECT: Merger of Brazos Valley Bank, National Association with and into American Momentum Bank

Please file the attached "Articles of Merger" (an original and 2 copies) for the above-referenced institutions, using April 13, 2012, as the effective date for the merger.

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

- (1) One copy to: Office of Financial Regulation
Division of Financial Institutions
200 East Gaines Street
Tallahassee, Florida 32399-0371
- (2) Two copies to: Mr. Sam A Davis, II
President and Chief Executive Officer
American Momentum Bank
One Urban Centre
4830 West Kennedy Boulevard
Tampa, Florida 33609

Also attached is an \$87.50 check which represents payment of applicable fees. If there is an over-payment of fees, please remit a refund to Smith Mackinnon, PA at:

John P. Greeley, Esquire
Smith Mackinnon, PA
Suite 800, Citrus Center
255 South Orange Avenue
Orlando, Florida 32801

If there is an under-payment, or if you have any questions, please call John P. Greeley, Esquire at (407) 843-7300.

Attachments

Our mission is to protect the citizens of Florida by carrying out the banking, securities and financial laws of the state efficiently and effectively and to provide regulation of business that promotes the sound growth and development of Florida's economy.

OFFICE OF FINANCIAL REGULATION



Having been approved by the Commissioner of the Office of Financial Regulation on November 29, 2011, to merge American Momentum Bank, Tampa, Hillsborough County, Florida, and Brazos Valley Bank, National Association, College Station, Brazos County, Texas, and being satisfied that the conditions of approval have been met, I approve for filing with the Florida Department of State, the attached "Articles of Merger," which contains the Articles of Incorporation of American Momentum Bank (the resulting bank), so that effective on April 13, 2012, they shall read as stated herein.

Signed on this 10th day
of April, 2012.


Linda B. Charity, Director
Division of Financial Institutions

ARTICLES OF MERGER
OF
BRAZOS VALLEY BANK, NATIONAL ASSOCIATION
INTO
AMERICAN MOMENTUM BANK

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SECRETARY OF STATE
TALLAHASSEE FLORIDA

Brazos Valley Bank, National Association and American Momentum Bank do hereby adopt the following Articles of Merger:

FIRST

The names of the corporations which are parties to the merger (the "Merger") contemplated by these Articles of Merger are Brazos Valley Bank, National Association and American Momentum Bank. The surviving corporation in the Merger is American Momentum Bank, which shall continue to conduct its business following effectiveness of the Merger under the name "American Momentum Bank".

SECOND

The Plan of Merger is set forth in the Amended and Restated Agreement and Plan of Merger dated as of September 19, 2011, by and among Brazos Valley Bank, National Association and American Momentum Bank. A copy of the Plan of Merger is attached hereto and made a part hereof by reference as if fully set forth herein.

THIRD

The Merger shall become effective at 6:02 p.m., Tampa, Florida time, on April 13, 2012.

FOURTH

The Merger Agreement was adopted by the shareholders of Brazos Valley Bank, National Association on July 21, 2011 and by the holder of an excess of a majority of the outstanding shares of American Momentum Bank acting by written consent on June 13, 2011.

FIFTH

The Articles of Incorporation of American Momentum Bank as amended shall serve as the Articles of Incorporation of the surviving corporation, until amended thereafter in accordance with applicable law.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties have caused these Articles of Merger to be executed effective as of April 13, 2012.

BRAZOS VALLEY BANK,
NATIONAL ASSOCIATION

By: 

Sam A Davis, II, President

AMERICAN MOMENTUM
BANK

By: 

Sam A. Davis, II, President

EXECUTION VERSION

AMENDED AND RESTATED
AGREEMENT AND PLAN OF MERGER
BY AND BETWEEN
AMERICAN MOMENTUM BANK
AND
BRAZOS VALLEY BANK, NATIONAL ASSOCIATION

This Amended and Restated Agreement and Plan of Merger ("Agreement") is entered into effective as of September 19, 2011 ("Effective Date") by and between American Momentum Bank ("AMB") and Brazos Valley Bank, National Association ("Brazos Valley").

RECITALS

- A. AMB is a Florida state chartered bank with its main office in Tampa, Florida.
- B. Brazos Valley is a national bank chartered under the laws of the United States with its main office in College Station, Texas.
- C. The parties originally entered into an Agreement and Plan of Merger dated May 18, 2011 ("Original Agreement") and subsequently executed the First Amendment to that Agreement and Plan of Merger dated June 6, 2011 ("First Amendment"). This Agreement amends, restates, and replaces the Original Agreement and First Amendment.
- D. Under the terms and subject to the conditions of this Agreement, the parties intend to effect a strategic business combination by which (i) a newly formed, wholly owned subsidiary of AMB will be chartered and organized as an interim bank ("Merger Sub"), (ii) Merger Sub will be merged with and into Brazos Valley with Brazos Valley being the surviving entity in the merger (the "First Merger"), and then (iii) Brazos Valley will be merged with and into AMB with AMB being the surviving entity in the merger (the "Second Merger").
- E. The boards of directors of AMB and Brazos Valley believe that the transactions in the manner provided by and subject to the terms and conditions set forth in, this Agreement and all exhibits, schedules, and supplements hereto and the other transactions contemplated by this Agreement are desirable and in the best interests of their respective shareholders.
- F. The boards of directors of AMB and Brazos Valley have approved the transactions contemplated by this Agreement.

- G. As a condition and inducement to AMB's willingness to enter into this Agreement, certain members of the board of directors of Brazos Valley as set forth in Exhibit A-1 have entered into an agreement dated as of the Effective Date in the form of Exhibit A pursuant to which he or she agrees to vote the shares of Brazos Valley Common Stock (as defined herein in Section 3.2) beneficially owned by such person in favor of this Agreement and the transactions contemplated hereby.

NOW, THEREFORE, in consideration of the mutual benefits to be derived from this Agreement and of the representations, warranties, conditions, and agreements contained in this Agreement, the parties adopt this Agreement and agree as follows:

I. THE FIRST MERGER

Section 1.1 Formation of Merger Sub and the First Merger.

(a) Prior to the Effective Time (as defined in Section 9.4), AMB will organize the Merger Sub as an interim bank and it shall, by executing a copy of this Agreement in the signature space provided on the signature page, become a party hereto.

(b) Upon the terms and subject to the conditions set forth in this Agreement, Merger Sub will be merged with and into Brazos Valley at the Effective Time. At the Effective Time, the separate existence of Merger Sub will terminate and Brazos Valley as the resulting bank ("Resulting Bank") will continue its existence as a national bank charter under the laws of the United States. This shall be the First Merger.

Section 1.2 Articles of Association, Bylaws, Facilities, Authorizations, and Policies of Resulting Bank. At the Effective Time and until thereafter amended in accordance with applicable law, the Articles of Association of the Resulting Bank shall be the Articles of Association of Brazos Valley as in effect at the Effective Time. Until altered, amended, or repealed as provided therein and in the Articles of Association of the Resulting Bank, the Bylaws of the Resulting Bank shall be the Bylaws of Brazos Valley as in effect at the Effective Time.

Unless and until changed by the board of directors of the Resulting Bank, the main office of the Resulting Bank shall be the main office of Brazos Valley. The established offices and facilities of Brazos Valley immediately prior to the First Merger shall become established offices and facilities of the Resulting Bank as of the Effective Time.

Until thereafter changed in accordance with law or the Articles of Association or Bylaws of the Resulting Bank, all corporate acts, contracts, approvals and authorizations of Merger Sub and Brazos Valley, acting in their corporate capacities, and their respective shareholders, boards of directors, committees elected or appointed thereby, officers and agents, which were valid and effective immediately prior to the Effective Time, shall be taken for all purposes as the acts, contracts, approvals and authorizations of the Resulting Bank and shall be as effective and binding thereon as the same were with respect to Merger Sub and Brazos Valley, respectively, as of the Effective Time.

Until thereafter changed in accordance with law or the Articles of Association or Bylaws of the Resulting Bank, all plans and policies of Merger Sub shall be taken for all purposes as the plans and policies of the Resulting Bank and shall be as effective and binding thereon as the same were with respect to Merger Sub as of the Effective Time.

Section 1.3 Board of Directors and Officers of Resulting Bank. At the Effective Time and until thereafter changed in accordance with applicable law or the Articles of Association or Bylaws of the Resulting Bank, the members of the board of directors of Merger Sub at the Effective Time shall be the members of the board of directors of the Resulting Bank. At the Effective Time and until thereafter changed in accordance with the law or the Articles of Association or Bylaws of the Resulting Bank, the officers of Merger Sub immediately prior to the Effective Time shall be the officers of the Resulting Bank.

Section 1.4 Effect of the First Merger. At the Effective Time, the corporate existence of Merger Sub and Brazos Valley shall, as provided in the provisions of law, be merged and continued in the Resulting Bank, and the Resulting Bank shall be deemed to be a continuation in entity and identity of Merger Sub and Brazos Valley. All rights, franchises, and interests of Merger Sub and Brazos Valley, respectively, in and to any type of property and choses in action shall be transferred to and vested in the Resulting Bank by virtue of such First Merger without reversion or impairment, without further act or deed, and without any assignment having occurred, but subject to any existing liens or other encumbrances thereon, and the Resulting Bank will have and hold the same in its own right as fully as the same were possessed and held by Merger Sub and Brazos Valley prior to the Effective Time.

At the Effective Time, the Resulting Bank shall be liable for all liabilities of Merger Sub and Brazos Valley. All debts, liabilities, obligations, and contracts of Merger Sub and Brazos Valley, 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 Merger Sub or Brazos Valley, as the case may be, shall be those of the Resulting Bank and shall not be released or impaired by the First Merger. All rights of creditors and other obligees and all liens on property of either Merger Sub or Brazos Valley shall be preserved unimpaired, limited in lien to the property affected by the liens existing immediately before the Effective Time and any action or proceeding pending by or against Merger Sub or Brazos Valley will not be deemed to have been abated or have been discontinued, but may be prosecuted to judgment with the right of appeal or review as in other cases as if the First Merger had not taken place and the Resulting Bank may be substituted for Merger Sub and Brazos Valley.

Section 1.5 Shareholders of Resulting Bank. Each share of Merger Sub common stock issued and outstanding immediately prior to the Effective Time shall, by virtue of the First Merger and without any action on the part of the holder thereof, be converted into an identical share of stock in the Resulting Bank.

Section 1.6 Per Share Merger Consideration Paid to Shareholders of Bravos Valley.

(a) Each share of Brazos Valley Common Stock issued and outstanding immediately prior to the Effective Time (other than any Dissenting Shares as defined in Section 1.8 hereof) shall, by virtue of the First Merger and without any action on the part of the holder thereof, be canceled and converted into and represent the right to receive a cash payment equal to \$13,515,996, subject to adjustment as provided in Section 1.7 ("Aggregate Merger Consideration"), divided by the number of shares of common stock of Brazos Valley outstanding at the Effective Time ("Per Share Merger Consideration"). Based on the 259,923 shares of Brazos Valley Common Stock outstanding at the time of the Effective Date, each Brazos Valley shareholder should receive \$52.00 for each share owned by that shareholder, subject to the adjustment of the Aggregate Merger Consideration provided for in Section 1.7. At the Effective Time, all such shares of Brazos Valley Common Stock shall no longer be outstanding and shall automatically be cancelled and retired and shall cease to exist, and each certificate previously representing any such shares shall thereafter represent solely the right to receive the Per Share Merger Consideration.

(b) Each share of Brazos Valley Common Stock held in the treasury of Brazos Valley and each share of Brazos Valley Common Stock owned by any direct or indirect wholly owned subsidiary of Brazos Valley immediately prior to the Effective Time shall be cancelled automatically without any conversion and no payment or distribution shall be made with respect thereto.

(c) Consummation of the First Merger and payment of the Per Share Merger Consideration is conditioned on the following:

(i) Brazos Valley will have at the Effective Time a shareholders' equity of \$11,616,000 ("Minimum Capital"). Minimum Capital is defined as shareholder's equity determined in accordance with generally accepted accounting principles consistent with the audit of Brazos Valley which reflected a shareholder's equity of \$11,616,000 as of December 31, 2010.

(ii) Reasonable costs or expenses incurred by Brazos Valley required under this Agreement or otherwise incurred by Brazos Valley after March 10, 2011 in contemplation of the transaction contemplated by this Agreement up to a maximum of \$115,000 will be paid and expensed or fully reserved for at the time of the Closing but shall not reduce Brazos Valley's shareholders' equity for purposes of determining whether the Minimum Capital has been satisfied. Any costs or expenses in excess of \$115,000 shall be paid and expensed or fully reserved for at the time of Closing and the excess will be applied in the calculation of the Minimum Capital.

(iii) Payments for reasonable expenses associated with obtaining extended director and officer liability coverage for the directors and officers of Brazos Valley for a period of two years after the Effective Time, up to a maximum of \$30,000, will be paid and expensed or fully reserved for at the time of the Closing but shall not

reduce Brazos Valley's shareholders' equity for purposes of determining whether the Minimum Capital has been satisfied. Any costs or expenses in excess of \$30,000 shall be paid and expensed or fully reserved for at the time of Closing and the excess will be applied in the calculation of the Minimum Capital.

(iv) Payments for stay pay arrangements, up to a maximum of \$115,000, will be paid and expensed or fully reserved for at the time of the Closing but shall not reduce Brazos Valley's shareholders' equity for purposes of determining whether the Minimum Capital has been satisfied. Any stay pay costs in excess of \$115,000 shall be paid and expensed or fully reserved for at the time of Closing and the excess will be applied in the calculation of the Minimum Capital.

(v) Payments for reasonable expenses associated with terminating Information Technology/Data Processing arrangements of Brazos Valley (as contemplated by Section 7.7), up to a maximum of \$750,000, will be paid and expensed or fully reserved for at the time of the Closing but shall not reduce Brazos Valley's shareholders' equity for purposes of determining whether the Minimum Capital has been satisfied. Any costs in excess of \$750,000 shall be paid and expensed or fully reserved for at the time of Closing and the excess will be applied in the calculation of the Minimum Capital.

At Closing, Brazos Valley will provide AMB with a detailed list of the costs, expenses, and expenditures provided for in subsections (ii), (iii), (iv), and (v).

Section 1.7 Adjustment to Aggregate Merger Consideration. AMB, at its sole discretion, may elect to consummate the transactions contemplated by this Agreement even if the Minimum Capital is less than \$11,616,000. To the extent that the Minimum Capital is less than \$11,616,000 but more than \$11,516,000 at the Closing, the Aggregate Merger Consideration shall not be reduced. To the extent that the Minimum Capital is less than \$11,516,000 at the Closing, the Aggregate Merger Consideration shall be reduced by \$1.00 for each \$1.00 that the Minimum Capital is less than \$11,516,000. However, the Aggregate Merger Consideration shall not be reduced below a floor of \$12,736,227 which is \$49 for each share based on 259,923 shares being outstanding at the time of the Effective Date.

Section 1.8 Dissenting Shares. Each share of Brazos Valley Common Stock issued and outstanding immediately prior to the Effective Time, the holder of which has not voted in favor of the First Merger and who has properly perfected his or her dissenter's rights of appraisal by following the exact procedure required by the National Bank Act of the United States of America ("NBA"), is referred to herein as a "Dissenting Share." Each Dissenting Share owned by each holder thereof who has not exchanged his or her certificates representing shares of Brazos Valley Common Stock for the Per Share Merger Consideration or otherwise has not effectively withdrawn or lost his or her dissenter's rights, shall, by virtue of the First Merger and without any action on the part of the holder thereof, not be converted into or represent the right to receive the Per Share Merger Consideration pursuant to this Article I, and the holder of such Dissenting Share shall be

entitled only to receive such rights as are available to such holder pursuant to the applicable provisions of the NBA. Each holder of Dissenting Shares shall be entitled to receive the value of such Dissenting Shares held by him or her in accordance with the applicable provisions of the NBA; provided, such holder complies with the procedures contemplated by and set forth in the applicable provisions of the NBA. If such holder of any Dissenting Shares shall effectively withdraw or lose his or her dissenter's rights under the applicable provisions of the NBA, each such Dissenting Share shall be deemed to have been converted into and to have become exchangeable for the right to receive the Per Share Merger Consideration without any interest thereon in accordance with the provisions of this Article I.

Section 1.9 Exchange Procedures.

(a) At or before the Effective Time, AMB shall deposit in a separate account on its own books, for the benefit of the holders of certificates formerly representing shares of Brazos Valley Common Stock, the names and addresses of which were previously provided to AMB by Brazos Valley ("Old Certificates"), cash representing the Aggregate Merger Consideration payable pursuant to Section 1.6.

(b) At least ten calendar days before the Effective Time (unless AMB and Brazos Valley mutually agree to a later date), AMB will mail to each shareholder of record of the Brazos Valley Common Stock as of that date a letter of transmittal (which will specify that delivery will be effected, and risk of loss and title to the Old Certificates will pass, only upon delivery of the Old Certificates to AMB) and instructions for use in effecting the surrender of the Old Certificates in exchange for the Per Share Merger Consideration into which the shares of Brazos Valley Common Stock represented by such Old Certificate(s) will have been converted pursuant to this Agreement (the "Transmittal Materials").

(i) Promptly after receipt of such Transmittal Materials, AMB will review the Transmittal Materials in order to verify proper completion and execution thereof. Subject to the terms of this Agreement, AMB will have the discretion to determine whether the Transmittal Materials have been properly or timely submitted and to disregard immaterial defects in the Transmittal Materials, and any such decisions of AMB regarding such matters will be binding and conclusive. AMB shall not be under any obligation to notify any person presenting an Old Certificate of any defect in the Transmittal Materials, but will use reasonable efforts to do so in accordance with its customary procedures with respect to curing such deficiencies. A failure by AMB to notify the presenter of such Old Certificate of defects will not constitute a breach of this Agreement or provide any affected person with any cause of action against AMB.

(ii) After the later of the Effective Time or within five calendar days after surrender of an Old Certificate to AMB, together with properly completed and executed Transmittal Materials, AMB will pay to the shareholder the Per Share Merger Consideration with respect to the number of shares of Brazos Valley Common Stock represented by such Old Certificate, and the Old Certificate so

surrendered will be cancelled. Any shareholder may elect to have the amounts to be paid hereunder paid by means of a check or multiple checks, or by deposit for immediate credit into the shareholder's account or accounts at the Surviving Bank designated in writing by the shareholder. After the Effective Time and until so surrendered, each Old Certificate will be deemed for all purposes to evidence solely the right to receive the Per Share Merger Consideration from AMB as described above. No interest will accrue or be paid with respect to any Per Share Merger Consideration to be delivered upon surrender of Old Certificates.

(iii) The shareholders will be entitled to receive their Per Share Merger Consideration only after receipt by AMB of properly completed and executed Transmittal Materials. If any Per Share Merger Consideration is to be paid in a name other than that in which the Old Certificate surrendered in exchange therefor is registered, it will be a condition to the exchange that the person requesting the exchange (1) pay any transfer or other taxes required by reason of the making of the Per Share Merger Consideration payment in a name other than the name of the holder of the surrendered Old Certificate or (2) establish to the satisfaction of AMB that any such taxes have been paid or are not applicable. If the transferee is a bona fide resident of Texas, that shall be conclusive evidence that such taxes are not owed.

(c) No one will be liable to any shareholder for any amount paid to a public official under any applicable abandoned property, escheat or similar laws.

(d) AMB is entitled to conclusively rely upon the stock transfer books of Brazos Valley to establish the identity of those persons entitled to receive the Per Share Merger Consideration. If a dispute arises with respect to who is entitled to receive the Per Share Merger Consideration, AMB may deposit any consideration represented thereby in escrow with an independent third party at the disputing party's expense and thereafter be relieved with respect to any claims thereto.

(e) After the Effective Time, the stock transfer ledger of Brazos Valley shall be closed and there shall be no transfers on the stock transfer books of Brazos Valley of the shares of Brazos Valley Common Stock which were outstanding prior to the Effective Time.

(f) In the event that any Old Certificate shall have been lost, stolen, or destroyed, then upon the making of an affidavit of that fact by the person claiming such Old Certificate to be lost, stolen, or destroyed and, if required by AMB, the posting by such person of a bond in such amount as AMB may direct as indemnity against any claim that may be made against AMB with respect to such Old Certificate, AMB will issue in exchange for such lost, stolen, or destroyed Old Certificate the Per Share Merger Consideration deliverable in respect thereof pursuant to this Agreement.

II. THE SECOND MERGER

Section 2.1 The Second Merger. Immediately following the Effective Time and upon the terms and subject to the conditions set forth in this Agreement, at the SM Effective Time (as defined in Section 9.5), the Resulting Bank from the First Merger shall be merged with and into AMB with AMB as the surviving bank. This shall be the Second Merger. AMB as the surviving bank is sometimes referred to as the "Surviving Bank" when reference is made to it at or after the SM Effective Time. Under no circumstances shall the SM Effective Time occur prior to or simultaneously with the Effective Time; the SM Effective Time shall only occur subsequent to the Effective Time. At the SM Effective Time, the separate existence of the Resulting Bank will terminate and AMB as the Surviving Bank will continue its existence as a state bank charter under the laws of the State of Florida. The First Merger and the Second Merger will be referred to collectively as the "Mergers".

Section 2.2 Articles of Association, Bylaws, Facilities, Authorizations, and Policies of the Surviving Bank. At the SM Effective Time and until thereafter amended in accordance with applicable law, the Articles of Association of the Surviving Bank shall be the Articles of Association of AMB as in effect at the SM Effective Time. Until altered, amended, or repealed as provided therein and in the Articles of Association of the Surviving Bank, the Bylaws of the Surviving Bank shall be the Bylaws of AMB as in effect at the SM Effective Time.

Unless and until changed by the board of directors of the Surviving Bank, the main office of the Surviving Bank shall be the current main office of AMB located at 4830 West Kennedy Boulevard, Suite 200, Tampa, Florida 33609. The other offices and facilities of AMB as of the SM Effective Time will continue to be offices and facilities of the Surviving Bank. The established offices and facilities of the Resulting Bank immediately prior to the Second Merger shall become established offices and facilities of the Surviving Bank as of the SM Effective Time.

Until thereafter changed in accordance with law or the Articles of Association or Bylaws of the Surviving Bank, all corporate acts, contracts, approvals and authorizations of AMB and the Resulting Bank, acting in their corporate capacities, and their respective shareholders, boards of directors, committees elected or appointed thereby, officers and agents, which were valid and effective immediately prior to the SM Effective Time, shall be taken for all purposes as the acts, contracts, approvals and authorizations of the Surviving Bank and shall be as effective and binding thereon as the same were with respect to AMB and the Resulting Bank, respectively, as of the SM Effective Time.

Until thereafter changed in accordance with law or the Articles of Association or Bylaws of the Surviving Bank, all plans and policies of AMB shall be taken for all purposes as the plans and policies of the Surviving Bank and shall be as effective and binding thereon as the same were with respect to AMB as of the SM Effective Time.

Section 2.3 Board of Directors and Officers of Surviving Bank. At the SM Effective Time and until thereafter changed in accordance with applicable law or the Articles of Association or Bylaws of the Surviving Bank, the members of the board of directors of AMB at the SM Effective Time shall be the board of directors of the Surviving Bank. At the SM Effective Time and until thereafter changed in accordance with the law or the Articles of Association or Bylaws of the Surviving Bank, the officers of AMB immediately prior to the SM Effective Time shall be the officers of the Surviving Bank.

Section 2.4 Effect of the Second Merger. At the SM Effective Time, the corporate existence of AMB and the Resulting Bank shall, as provided in the provisions of law, be merged and continued in the Surviving Bank, and the Surviving Bank shall be deemed to be a continuation in entity and identity of AMB and the Resulting Bank. All rights, franchises, and interests of AMB and the Resulting Bank, respectively, in and to any type of property and choses in action shall be transferred to and vested in the Surviving Bank by virtue of the Second Merger without reversion or impairment, without further act or deed, and without any assignment having occurred, but subject to any existing liens or other encumbrances thereon, and the Surviving Bank will have and hold the same in its own right as fully as the same were possessed and held by AMB and the Resulting Bank prior to the SM Effective Time.

At the SM Effective Time, the Surviving Bank shall be liable for all liabilities of AMB and the Resulting Bank. All debts, liabilities, obligations, and contracts of AMB and the Resulting Bank, 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 the Resulting Bank, as the case may be, shall be those of the Surviving Bank and shall not be released or impaired by the Second Merger. All rights of creditors and other obligees and all liens on property of either AMB or the Resulting Bank shall be preserved unimpaired, limited in lien to the property affected by the liens existing immediately before the SM Effective Time and any action or proceeding pending by or against AMB or the Resulting Bank will not be deemed to have been abated or have been discontinued, but may be prosecuted to judgment with the right of appeal or review as in other cases as if the Second Merger had not taken place and the Surviving Bank may be substituted for AMB and the Resulting Bank.

Section 2.5 Shareholders of Surviving Bank.

(a) Each share of AMB common stock issued and outstanding immediately prior to the SM Effective Time shall, by virtue of the Second Merger and without any action on the part of the holder thereof, be converted into an identical share of stock in the Surviving Bank. Each option, warrant, or other right to purchase or acquire stock in AMB outstanding immediately prior to the SM Effective Time shall, by virtue of the Second Merger and without any action on the part of the holder thereof, be converted into an identical option, warrant, or right to acquire stock in the Surviving Bank.

(b) Each share of Resulting Bank stock issued and outstanding immediately prior to the SM Effective Time shall, by virtue of the Second Merger, cease to exist, be cancelled

automatically without any conversion, and no payment or distribution shall be made with respect thereto.

II-A. APPROVALS, NOTICES AND STRUCTURE

Section 2A.1 Approvals and Notices. This Agreement shall be submitted to the shareholders of AMB, the shareholders of Brazos Valley, and the shareholders of Merger Sub in accordance with the terms of this Agreement, the applicable provisions of law and the respective Articles of Association and Bylaws of AMB, Brazos Valley, and Merger Sub. AMB, Brazos Valley, and Merger Sub shall proceed expeditiously and cooperate fully in the procurement of any other consents and approvals and the taking of any other actions in satisfaction of all other requirements prescribed by law or otherwise necessary for consummation of the Mergers on the terms herein provided, including, without limitation, the preparation and submission of all necessary filings, requests for approvals or waivers and certificates with the Florida Office of Financial Regulation ("OFR"), the Federal Deposit Insurance Corporation ("FDIC"), and any other governmental regulatory agency required to take any action with respect to the transaction.

Section 2A.2 Modification of Structure. Notwithstanding any provision of this Agreement to the contrary, AMB may elect, subject to the filing of all necessary applications and the receipt of all required regulatory approvals or waivers, to modify the structure of the transactions contemplated hereby so long as (i) there are no material adverse federal income tax consequences to the shareholders of Brazos Valley as the result of such modification, (ii) the consideration to be paid to the holders of Brazos Valley Common Stock under this Agreement is not thereby changed in kind or reduced in amount because of such modification, and (iii) such modification will not be likely to materially delay or jeopardize receipt of any required regulatory approvals or waivers. In the event of such election, the parties agree to execute an appropriate amendment to this Agreement in order to reflect such election.

III. REPRESENTATIONS AND WARRANTIES OF BRAZOS VALLEY

Brazos Valley represents and warrants to AMB as set forth below as of the Effective Date and as of the Closing Date. The representations and warranties in this Article III are applicable to any Brazos Valley subsidiary as well as to Brazos Valley. On or prior to the Effective Date, Brazos Valley has delivered to AMB disclosure schedules ("Disclosure Schedules") referred to in this Article III. Brazos Valley agrees that two (2) business days prior to the Closing it shall provide AMB with supplemental Disclosure Schedules reflecting any material changes in the information contained in the Disclosure Schedules which have occurred in the period from the date of delivery of such Disclosure Schedules to two (2) business days prior to the date of Closing; provided, however, delivery of such supplemental Disclosure Schedules shall not cure a breach of or modify any representation or warranty of Brazos Valley.

Section 3.1 Organization, Good Standing, and Power.

(a) Brazos Valley is a national banking association duly organized and validly existing and in good standing under the laws of the United States and the State of Texas. Brazos Valley is duly authorized to conduct general banking business, embracing all usual deposit functions of commercial banks as well as consumer, commercial, industrial, and real estate loans, installment credits, collections and safe deposit facilities, subject to the supervision of the OCC. True, correct and complete copies of the Articles of Association or other charter documents and the Bylaws of Brazos Valley, as amended to date, have been delivered to AMB.

(b) Brazos Valley has full power and authority (including all licenses, franchises, permits and other governmental authorizations which are legally required) to own, lease and operate its properties, and to engage in the business and activities now conducted by it.

(c) Other than as set forth in Schedule 3.1(c), Brazos Valley (i) does not have any Subsidiaries or Affiliates, (ii) owns no capital stock or equity interest, direct or indirect, in any entity, (iii) is not a general partner or material owner in any joint venture, general partnership, limited partnership, trust or other non-corporate entity, and (iv) does not know of any arrangement pursuant to which the stock of any corporation is or has been held in trust (whether express, constructive, resulting or otherwise) for the benefit of all shareholders of Brazos Valley.

(d) The deposit accounts of Brazos Valley are insured by the FDIC to the fullest extent permitted by law, and all premiums and assessments due and owing as of the date hereof and as of the Effective Time required in connection therewith have been paid by Brazos Valley.

Section 3.2 Brazos Valley Stock and Capitalization.

(a) Brazos Valley has 400,000 shares of a single class of common stock, par value \$30.00 per share authorized and 259,923 shares issued and outstanding ("Brazos Valley Common Stock") and 100,000 shares of preferred stock with a par value of \$1.00 per share, none of which are issued and outstanding ("Brazos Valley Preferred Stock"). All of the issued and outstanding shares of Brazos Valley Common Stock are validly issued, fully paid, and nonassessable (except as provided by 12 U.S.C. §55), and have not been issued in violation of the preemptive rights of any person or in violation of any applicable federal or state laws. Brazos Valley has no other class of stock authorized, issued, or outstanding other than the Brazos Valley Common Stock and Brazos Valley Preferred Stock.

(b) Except as set forth in Schedule 3.2(b), (i) there are no shares of Brazos Valley Common Stock reserved for issuance, (ii) Brazos Valley does not have any options, warrants or rights of any kind issued or outstanding with respect to any class of Brazos Valley stock and (iii) Brazos Valley does not have any commitment to authorize, issue, or sell any shares or any class of Brazos Valley stock or rights of any kind with respect thereto. Brazos Valley has no commitment to redeem, repurchase, or otherwise acquire any shares of Brazos Valley Common Stock. Brazos Valley has no outstanding bonds, debentures, notes, or other obligations, the holders of which have the right to vote (or

which are convertible into or exercisable for securities having the right to vote) on any matter.

(c) Except as required by this Agreement, there are no voting trusts, proxies, shareholder agreements, or other agreements or understandings with respect to the voting of shares of Brazos Valley Common Stock.

Section 3.3 Authority and Approvals. Brazos Valley has full corporate power and authority to execute and deliver this Agreement and any related documents and Brazos Valley has full legal capacity, power, and authority to perform its obligations under the Agreement and to consummate the transactions contemplated hereby (provided that the required regulatory and shareholder approvals are obtained). Except for shareholder approval, Brazos Valley's execution and delivery of this Agreement and the consummation of the transactions contemplated in this Agreement have been duly and validly authorized by all necessary corporate action on the part of Brazos Valley, and this Agreement is Brazos Valley's valid, binding, and enforceable obligation, except as enforceability may be limited by bankruptcy, conservatorship, insolvency, moratorium, reorganization, receivership, or similar laws and judicial decisions affecting the rights of creditors generally and by general principles of equity (whether applied in a proceeding at law or in equity). Neither Brazos Valley's execution and delivery of this Agreement, nor Brazos Valley's consummation of the transactions contemplated in this Agreement, nor Brazos Valley's compliance with any of the provisions of this Agreement, will (a) conflict with or result in a breach of any provision of its Articles of Association or Bylaws; (b) constitute a breach of or result in a default under any of the terms, conditions, or provisions of any note, bond, mortgage, indenture, franchise, license, permit, agreement or other instrument or obligation to which Brazos Valley is a party, or by which Brazos Valley or any of its properties or assets are bound; or (c) violate any order, writ, injunction, decree, statute, rule or regulation applicable to Brazos Valley or any of its properties or assets, which would result in a Material Adverse Effect. Except for regulatory approvals by the OFR and FDIC and notice to the OCC or as set forth on Schedule 3.3, no consent or approval of, notice to or filing with any governmental authority having jurisdiction over any aspect of the business or assets of Brazos Valley and no consent or approval of or notice to any other person or entity is required in connection with Brazos Valley's execution and delivery of this Agreement, the performance of its obligations hereunder, or the consummation of the transactions contemplated hereby.

Section 3.4 Financial Statements. Brazos Valley has furnished or made available to AMB true and correct copies of its (i) audited balance sheets as of December 31, 2008, 2009 and 2010 and the related financial statements of income and statements of changes in shareholders' equity and cash flows for the years ended December 31, 2008, 2009, and 2010 accompanied by the report thereon of Brazos Valley's independent auditors ("Financial Statements") and (ii) the Consolidated Reports of Condition and Income ("Call Reports") filed by Brazos Valley with the appropriate regulatory authorities for each of the periods during the three years ended December 31, 2010 and for the period ended March 31, 2011. Brazos Valley will furnish to AMB a copy of all Call Reports when filed. Each of the Financial Statements fairly present, in all material respects, the financial position

and results of operations of Brazos Valley at the dates and for the periods indicated in conformity with generally accepted accounting principles ("GAAP") applied on a consistent basis, and the Call Reports present the financial position and the results of operations of Brazos Valley at the dates and for the periods indicated in compliance with regulatory accounting principles ("RAP") as set forth in the Instructions to the Call Reports. As of the dates of the Financial Statements and Call Reports, Brazos Valley did not have any material liabilities, fixed or contingent, except as set forth or provided for in the Financial Statements or Call Reports that were required to be so disclosed under GAAP or the Call Report Instructions, as the case may be, or otherwise disclosed in this Agreement or the Disclosure Schedules.

Section 3.5 Litigation. Except as set forth in Schedule 3.5, there is no private or governmental suit, claim, action or proceeding pending, nor to Brazos Valley's Knowledge any private or governmental suit, claim, action or proceeding threatened or which reasonably should be expected to be threatened, against Brazos Valley or against any of its respective directors, officers or employees relating to the performance of their duties in such capacities or against or affecting any properties of Brazos Valley which would have a Material Adverse Effect, or might reasonably be anticipated to have a Material Adverse Effect, upon the financial condition, business or results of operations of Brazos Valley or the Mergers. Except as set forth on Schedule 3.5, there are no material judgments, decrees, stipulations or orders against Brazos Valley enjoining it or any of its directors, officers or employees in respect of, or the effect of which is to prohibit, any business practice or the acquisition of any property or the conduct of business in any area. Brazos Valley will notify AMB promptly in writing of any legal, quasi-judicial, regulatory, or administrative proceedings threatened or instigated against Brazos Valley or its Subsidiaries subsequent to the date of this Agreement. Brazos Valley does not know of any basis on which any such litigation or proceeding might reasonably be anticipated to result in a Material Adverse Effect on Brazos Valley or its Subsidiaries or which question the validity of any action taken or to be taken in connection with this Agreement and the transactions contemplated hereby. Neither Brazos Valley nor its Subsidiaries are in default with respect to any judgment, order, writ, injunction, decree, award, rule or regulation of any court, arbitrator, or governmental agency or instrumentality.

Section 3.6 Title to and Condition of Brazos Valley's Assets. Except as set forth in Schedule 3.6, Brazos Valley has, and immediately before the Effective Time, Brazos Valley will have, and at the Effective Time, the Surviving Bank will have, good and indefeasible title in and to all of Brazos Valley's assets, in each case, free and clear of all mortgages, pledges, security interests, liens, charges, claims and encumbrances. Schedule 3.6 contains a true, correct, and complete list of all real property owned or leased by Brazos Valley. True and complete copies of all deeds and leases for, or other documentation evidencing ownership of or a leasehold interest in, the properties referred to in Schedule 3.6, title insurance policies for the real property owned referred to in Schedule 3.6 and all mortgages, deeds of trust and security agreement to which such property is subject have been or will be furnished or made available to AMB. Except as set forth in Schedule 3.6, all tangible assets of Brazos Valley are in good operating condition, ordinary wear and tear excepted, and conform with all applicable material ordinances, regulations,

zoning and other laws, whether federal, state or local. None of the premises or equipment of Brazos Valley are in need of maintenance or repairs other than ordinary routine maintenance and repairs that are not material in nature or cost.

Section 3.7 Taxes.

(a) Except as set forth in Schedule 3.7:

(i) Brazos Valley and its subsidiaries and affiliates (each a "BV Tax Entity" and together the "BV Tax Entities") have duly and timely filed all tax returns which are required to be filed by any BV Tax Entity with any tax authority (the "BV Tax Returns"), and have paid when due all taxes shown on the BV Tax Returns as having been due;

(ii) Brazos Valley has accrued a liability on its Financial Statements in accordance with GAAP for payment of all unpaid taxes of all BV Tax Entities whether or not such taxes have been shown on the BV Tax Returns and whether or not such taxes are not yet due;

(iii) All BV Tax Returns were correct and complete in all material respects and have been prepared in substantial compliance with all applicable laws and regulations;

(iv) No BV Tax Entity is delinquent in the payment of any material foreign or domestic tax assessment or governmental charge or deposit and no BV Tax Entity has any material tax deficiency or claim outstanding or proposed or assessed against it;

(v) There are no material liens for taxes (other than for taxes not yet due and payable) against or upon any of the assets of any BV Tax Entity;

(vi) Each BV Tax Entity has withheld and paid all material taxes required to have been withheld and paid in connection with any amounts paid to any employee or for employment, payroll or other withholding taxes;

(vii) No BV Tax Return is being, has been, or is reasonably expected to be audited or examined by any governmental authority and no extension of time for filing of any tax return of any BV Tax Entity has been requested or granted and no statute of limitations with respect to filing of any taxes of any BV Tax Entity has been waived;

(viii) No BV Tax Entity has any tax claims or assessments made or to its Knowledge threatened against it, or knows of any basis for the making of any such claims or assessments;

(ix) No BV Tax Entity is a party to any agreement relating to the sharing, allocation or indemnification of taxes, or any similar agreement, contract or arrangement or has any liability for taxes of any other person as a transferee, successor, by contract, or otherwise;

(x) No BV Tax Entity has agreed, or is required, to make any adjustment under section 481 of the Internal Revenue Code of 1986, as amended (the "Code"), or any similar provision of state, local or foreign law or regulation, and to the Knowledge of Brazos Valley no governmental authority has proposed any such adjustment or any change in the accounting methods used for determining taxes and tax liability; and

(xi) No BV Tax Entity has executed or entered into a closing agreement pursuant to section 7121 of the Code or any similar provision of state, local or foreign law or regulation, is subject to any private letter ruling of the Internal Revenue Service or comparable ruling of any other governmental entity, or has any material "deferred gains" with respect to any "deferred intercompany transactions" within the meaning of applicable regulations of the Internal Revenue Service.

(b) The amounts set up as provisions for current or deferred taxes on the Financial Statements are and will be sufficient in all material respects for the payment of all unpaid taxes of or on behalf of the BV Tax Entities for all years and periods ending on or prior to the Effective Time, for that portion of any years or periods through and including the Effective Time where the period or year does not end on the Effective Time, and for all years and periods prior thereto in all material respects.

(c) (i) For purposes of this Agreement, "tax" or "taxes" means (A) any and all taxes, customs, duties, tariffs, imposts, charges, deficiencies, assessments, levies or other like governmental charges, including, without limitation, income, gross receipts, excise, real or personal property, ad valorem, value added, estimated, alternative minimum, stamp, sales, withholding, social security, occupation, use, service, service us, license, net worth payroll, franchise, transfer and recording taxes and charges, imposed by any taxing authority (whether domestic or foreign including, without limitation, any state, county, local or foreign government or any subdivision or taxing agency thereof (including a possession of the United States)), whether computed on a separate, consolidated, unitary, combined or any other basis; and such term shall include any interest, fines, penalties or additional amounts attributable to, or imposed upon, or with respect to, any such amounts, (B) any liability for the payment of any amounts described in clause (A) as a result or being a member of an affiliated, consolidated, combined unitary, or similar group or as a result of transferor or successor liability, and/or (c) any liability for the payment of any amounts as a result of being a party to any tax sharing agreement or as a result of any obligation to indemnify any other person with respect to the payment of any amounts of the type described in (A) or (B).

(ii) For purposes of this Agreement, "tax return" shall mean any report, return, document, declaration, election or other information or filing required to be supplied to any tax authority or jurisdiction (foreign or domestic) with respect to taxes, including, without limitation, information returns and any documents with respect to or accompanying payments of estimated taxes or requests for the extension of time in which to file any such report, return, document, declaration or other information.

Section 3.8 Compliance With Laws and Regulations. To Brazos Valley's Knowledge, Brazos Valley is not in default under or in breach of any law, ordinance, rule or regulation promulgated by any governmental agency having authority over it, where such default or breach would have a Material Adverse Effect on the business, financial condition or results of Brazos Valley's operations.

Section 3.9 Performance of Obligations. Except as disclosed in Schedule 3.9, Brazos Valley has performed in all material respects all of the obligations required to be performed by it to date and is not on the Effective Date in default under or in breach of any term or provision of any covenant, contract, lease, indenture or any other covenant or agreement to which it is a party, is subject or is otherwise bound, and no event has occurred which, with the giving of notice or the passage of time or both, would constitute such default or breach, where such default or breach would have a Material Adverse Effect on the business, financial condition or results of Brazos Valley's operations.

Section 3.10 Employees. Except as disclosed in Schedule 3.10, Brazos Valley is not a party to any employment agreement with any employee and is not a party to any oral or written contracts or agreements granting benefits or rights to any employees. Brazos Valley has complied in all material respects with all applicable laws relating to its relationships with its employees. There are no material controversies pending or threatened between Brazos Valley and any of its employees. There have been no previous or prior material controversies between Brazos Valley and any of its employees.

Section 3.11 Benefit Plans. Brazos Valley has delivered to AMB true and complete copies of all pension, retirement, profit-sharing, deferred compensation, stock option, employee stock ownership, severance pay, vacation, bonus or other incentive plans, all other employee programs, arrangements or agreements, all medical, vision, dental or other health plans, all life insurance plans and all other employee benefit plans, programs or arrangements, or fringe benefit plans, which Brazos Valley maintains or to which it is required to contribute or which provides benefits to any current or former officer, employee or service provider of Brazos Valley ("Brazos Valley Benefit Plans"). Set forth on Schedule 3.11 is a complete and correct list of all Brazos Valley Benefit Plans. From their inception, all Brazos Valley Benefit Plans have been and are in compliance in all material respects with all applicable laws, rules and regulations. All liabilities of any sort (contingent or otherwise) under any Brazos Valley Benefit Plan are fully accrued or reserved against in Brazos Valley's Financial Statements in accordance with GAAP. Except as set forth on Schedule 3.11, neither the execution and delivery of this Agreement nor consummation of the Mergers will (i) result in any payment (including severance,

golden parachute or otherwise) becoming due to any person under any Brazos Valley Benefit Plan or otherwise, (ii) increase any benefits otherwise payable under any Brazos Valley Benefit Plan or (iii) result in any acceleration of the time of payment or vesting of any such benefits. To Brazos Valley's Knowledge, there are no violations, defaults, breaches or liabilities under any Brazos Valley Benefit Plan. There are no claims pending with respect to, or under, any Brazos Valley Benefit Plan other than routine claims for plan benefits, and there is no litigation pending, or to the Knowledge of Brazos Valley, any disputes or litigation threatened with respect to any such plans.

Section 3.12 Undisclosed Liabilities. Other than those disclosed in the Financial Statements or on Schedule 3.12, Brazos Valley does not know of any basis for the assertion against it of any liability, obligation or claim (including that of any regulatory authority) that might be reasonably expected to result in or cause a Material Adverse Change in Brazos Valley's financial condition.

Section 3.13 Trade Names. Except as disclosed in Schedule 3.13, Brazos Valley does not own or utilize any trade name in the conduct of its business.

Section 3.14 Licenses and Continuation of Business. Brazos Valley is in possession of all licenses, permits, certificates of occupancy and authorizations under all applicable laws, regulations, rules and ordinances as are necessary to enable Brazos Valley to own and operate its business as the same is now being conducted.

Section 3.15 Environmental Matters. Brazos Valley has all environmental permits and approvals necessary for Brazos Valley to conduct its business as the same is now being conducted. Brazos Valley is presently operating in material compliance with all applicable federal, state, and local environmental statutes and regulations, and to Brazos Valley's Knowledge, there is no existing regulatory requirement with a future compliance date that will require material operational changes or material capital expenditures at the facilities of Brazos Valley. To Brazos Valley's Knowledge, no "hazardous substance," as that term is defined in the Federal Comprehensive Environmental Response, Compensation and Liability Act, no petroleum or petroleum products and no "solid waste," as that term is defined in the Federal Resource Conservation and Recovery Act, has been leaked, spilled, deposited or otherwise released on the real property owned or leased by Brazos Valley. No underground storage tanks are present on or in the real property. To the Knowledge of Brazos Valley, (a) no asbestos was used in the construction of any portion of any Brazos Valley's real property and (b) no real property currently owned by it is, or has been, a heavy industrial site or landfill.

Section 3.16 Patents and Trademarks. To the best of the Brazos Valley's Knowledge and belief, Brazos Valley owns, possesses, and has good title to all copyrights, trademarks, trademark rights, patents, patent rights, and licenses necessary in the conduct of its business ("Intellectual Property"). A true, correct and complete list of the Intellectual Property is provided in Schedule 3.16. To the best of the Brazos Valley's Knowledge and belief, Brazos Valley is not infringing on or otherwise acting adversely to the rights of any person under, or in respect to, any copyrights, trademarks, trademark rights, patents, patent

rights, or licenses owned by any person or persons. There is no claim or pending or threatened action with respect to such rights. Brazos Valley is not obligated to pay any royalties or fees to any licensee or other claimant to any patent, trademark, trade name, copyright, or other intangible asset. Brazos Valley has the unrestricted right to use (free and clear of any rights or claims of others) all trade secrets, customer lists, manufacturing and other processes incident to the manufacture, use or sale of any and all products presently sold by it.

Section 3.17 Contracts and Commitments.

(a) Schedule 3.17 contains a listing and description of all contracts and agreements to which Brazos Valley is a party or which legally bind Brazos Valley in any manner and involve payments to or by Brazos Valley of \$5,000 or more during the term thereof. True and correct copies of all contracts, and all amendments thereto, have been made available to AMB. Except as set forth in Schedule 3.17, Brazos Valley is not a party to or bound by any of the following (whether written or oral, expressed or implied):

- (i) employment contracts, change-in-control agreements or severance agreements;
- (ii) bonus, stock option or other employee benefit arrangement;
- (iii) any lease or license with respect to any property, real or personal, whether as landlord, tenant, licensor or licensee;
- (iv) contract or commitment for capital expenditures;
- (v) contract or commitment made in the ordinary course of business for the purchase of materials or supplies or for the performance of services over a period of more than ninety (90) days from the date of this Agreement;
- (vi) contract or option to purchase or sell any real or personal property other than in the ordinary course of business;
- (vii) contract, agreement or letter with respect to the management or operations of Brazos Valley imposed by any regulatory authority having supervisory jurisdiction over Brazos Valley;
- (viii) agreement, contract or indenture related to the borrowing by Brazos Valley of money other than those entered into in the ordinary course of business;
- (ix) guaranty or any obligation for the borrowing of money by Brazos Valley, excluding endorsements made for collection, repurchase, or resell agreement, letters of credit, and guaranties made in the ordinary course of business;
- (x) agreement with or extension of credit to any executive officer or director of Brazos Valley or holder of more than ten percent (10%) of the issued and

outstanding stock of Brazos Valley, or any affiliate of such person, which is not on substantially the same terms (including, in the case of lending transactions, interest rates and collateral) as, and following credit underwriting practices that are not less stringent than, those prevailing at the time for comparable transactions with unrelated parties or which involve more than the normal risk of collectability or other unfavorable features;

(xi) any agreement containing covenants that limit the ability of Brazos Valley to compete in any line of business or with any person, or that involve any restriction on the geographic area in which, or method by which, Brazos Valley may carry on its business (other than as required by law or any regulatory agency);

(xii) any data processing services agreement or contract which may not be terminated without payment or penalty upon notice of thirty (30) days or less; or

(xiii) any agreement pursuant to which Brazos Valley may become obligated to invest in or contribute capital to any entity.

(b) Each contract or commitment set forth in Schedule 3.17 is valid and binding on Brazos Valley and is in full force and effect. Brazos Valley has in all material respects performed all obligations required to be performed by it to date and is not in default under, and no event has occurred which, with the lapse time or action by a third party might reasonably be anticipated to result in a material default under, any indenture, mortgage, contract, lease or other agreement to which Brazos Valley is a party or by which Brazos Valley is bound or under any provision of its Articles of Association or Bylaws.

Section 3.18 Insurance. A true, correct and complete list of all insurance policies owned or held by or on behalf of Brazos Valley (other than credit-life policies) including the insurer, policy numbers, amount of coverage, deductions, type of insurance, effective and termination dates and any pending claims thereunder is set forth in Schedule 3.18. All policies of general liability, theft, life, fire, workers' compensation, health, directors and officers, business interruption and other forms of insurance owned or held by Brazos Valley (a) are in full force and effect and all premiums that are due or payable with respect thereto are currently paid, (b) are sufficient for compliance with all requirements of applicable laws and all agreements to which Brazos Valley is a party, (c) are, in the reasonable opinion of Brazos Valley management, adequate for the businesses conducted by Brazos Valley in respect to amounts, types, and risks insured (other than the risk of terrorist attacks), (d) are valid, outstanding and enforceable policies (except as may be limited by bankruptcy, insolvency, moratorium, reorganization or similar laws affecting the rights of creditors generally and the availability of equitable remedies), and (e) will remain in full force and effect up to the Effective Time, subject to normal renewal policies and procedures, including the payment of premiums. Except as set forth in Schedule 3.18, no insurer under any such policy or bond has cancelled or indicated to Brazos Valley an intention to cancel or not to renew any such policy or bond effective at any time prior to the Effective Time or generally disclaimed liability thereunder. Brazos Valley is not in default under any such policy or bond, and all material claims thereunder have been filed.

Brazos Valley has not been denied or had revoked or rescinded any policy of insurance during the last three fiscal years.

Section 3.19 Books, Records, and Internal Controls. Brazos Valley's books and records have been fully, properly, and accurately maintained in all material respects, and there are no material inaccuracies or discrepancies of any kind contained or reflected therein. Brazos Valley has established and maintained a system of internal accounting controls sufficient to provide reasonable assurances regarding Brazos Valley's financial reporting and the preparation of the Financial Statements in accordance with GAAP.

Section 3.20 Brokers, Finders, and Financial Advisors. Other than as set forth in Schedule 3.20, neither Brazos Valley nor any of its officers, directors or employees have employed any broker, finder, financial advisor or investment banker or incurred any liability for any brokerage, financial advisory, investment banking, or other fees or commissions in connection with this Agreement and the transactions contemplated hereby.

Section 3.21 Loan Portfolio and Allowance for Loan Losses.

(a) To Brazos Valley's Knowledge, with respect to the loans of Brazos Valley reflected as assets in the Financial Statements as of December 31, 2010 and all currently outstanding loans other than as set forth in Schedule 3.21, (i) each loan evidencing a loan or credit agreement or security instrument relating to a loan was the binding and valid obligation of the obligor named therein, enforceable in accordance with the terms thereof (except as limited by applicable bankruptcy, conservatorship, insolvency, moratorium, reorganization, receivership, or similar laws and judicial decisions affecting the rights of creditors generally and by general principles of equity, whether applied in a proceeding at law or in equity), and (ii) there are no oral modifications or amendments or additional agreements related to the loans that are not reflected in Brazos Valley's records and no claim or defense as to the enforcement of any loan has been asserted to the Knowledge of Brazos Valley and Brazos Valley is not aware of any acts or omissions that would give rise to any claim or right of rescission, set off, counter claim, or defense.

(b) The allowance for loan losses shown on the Financial Statements as of December 31, 2010 and the March 31, 2011 Call Report were, and the allowance for loan losses to be shown on any Financial Statements or Call Reports of Brazos Valley as of any date subsequent to the execution of this Agreement will be, as of such date, in the reasonable judgment of management of Brazos Valley, adequate to provide for probable losses, net of recoveries relating to loans previously charged off, in respect of loans outstanding (including accrued interest receivable) of Brazos Valley and other extensions of credit (including letters of credit or commitments to make loans or extend credit) and the allowance for loan losses has been established in accordance with GAAP as applied to banking institutions and all applicable rules and regulations.

Section 3.22 Certain Loans and Related Matters.

(a) Except as set forth in Schedule 3.22(a), Brazos Valley is not a party to any written or oral (i) loan agreement, note or borrowing arrangement, other than credit card loans and other loans the unpaid balance of which does not exceed \$10,000 per loan, under the terms of which the obligor is sixty (60) days or more delinquent in payment of principal or interest or in default of any other material provisions as of the Effective Date; (ii) loan agreement, note or borrowing arrangement which has been classified or, in the exercise of reasonable diligence by Brazos Valley or any regulatory agency with supervisory jurisdiction over Brazos Valley, should have been classified as "substandard", "doubtful", "loss", "other loans especially mentioned", or any comparable classifications by such persons; (iii) loan agreement, note or borrowing arrangement including any loan guaranty, with any director or executive officer of Brazos Valley or any ten percent (10%) or more shareholder of Brazos Valley, or any person, corporation or enterprise controlling, controlled by, or under common control with any of the foregoing; (iv) loan agreement, note or borrowing arrangement in violation of any law, regulation or rule applicable to Brazos Valley, including those promulgated, interpreted or enforced by any regulatory agency with supervisory jurisdiction over Brazos Valley which violation might reasonably be anticipated to have a Material Adverse Effect on Brazos Valley; or (v) loan agreement, note or borrowing arrangement which, at the time it was entered into, constituted a violation of Brazos Valley's legal lending limit and which remains on Brazos Valley's books.

(b) Schedule 3.22(b) contains the "watch list of loans" of Brazos Valley. Except as set forth in Schedule 3.22(b), to the Knowledge of Brazos Valley, there is no loan agreement, note or borrowing arrangement, the unpaid balance of which exceeds \$10,000 which should be included on a Watch List in accordance with Brazos Valley's ordinary course of business and with prudent banking principles.

Section 3.23 Deposits. Except as set forth in Schedule 3.23, no deposit of Brazos Valley is a "brokered" deposit (as such term is defined in 12 C.F.R. 337.6(a)(2)) or is subject to any encumbrance, legal restraint or other legal process (other than garnishments, pledges, set off rights, escrow limitations and similar actions taken in the ordinary course of business).

Section 3.24 Fiduciary Responsibilities. Brazos Valley has performed in all material respects all of its duties as a trustee, custodian, guardian or as an escrow agent in a manner that complies in all material respects with all applicable laws, regulations, orders, agreements, instruments and common law standards, where the failure to so perform would result in a Material Adverse Change or materially and adversely affect the transactions contemplated by this Agreement and Brazos Valley has no reason to be aware of any basis for such impact.

Section 3.25 Community Reinvestment Act. Brazos Valley is in material compliance with the Community Reinvestment Act ("CRA") and all regulations promulgated thereunder. Brazos Valley has received a rating of "satisfactory" or better as of its most recent CRA compliance examination and knows of no reasons of why it would not receive a rating of "satisfactory" or better pursuant to its next CRA compliance examination or

why the FDIC, or any other governmental entity, would reasonably be expected to seek or restrain, delay or prohibit the transactions contemplated hereby as the result of any act or omission of Brazos Valley under the CRA.

Section 3.26 Equal Credit Opportunity Act, Fair Housing Act, and Home Mortgage Disclosure Act. Except as set forth in Schedule 3.26, Brazos Valley is in compliance with the Equal Credit Opportunity Act, the Fair Housing Act, and the Home Mortgage Disclosure Act and all regulations issued pursuant to those laws. Brazos Valley has not received any notice of any violation of those laws or any regulations issued under them and has not received any notice of nor has any Knowledge of, any threatened administrative inquiry, proceeding or investigation with respect to Brazos Valley's non-compliance with those laws.

Section 3.27 Consumer Compliance Laws. Except as set forth in Schedule 3.27, all loans of Brazos Valley have been made in compliance with the Federal Consumer Credit Protection Act, Regulation Z, and all other applicable statutes and regulations. Each loan on the books of Brazos Valley was made in the ordinary course of its business.

Section 3.28 Loans Secured by Brazos Valley Stock. No borrower of Brazos Valley was required to purchase Brazos Valley Common Stock in order to obtain a loan or other form of credit from Brazos Valley.

Section 3.29 Fraud, Bank Secrecy Act, USA PATRIOT Act. Except as set forth in Schedule 3.29, Brazos Valley has neither had nor suspected any incidents of fraud or defalcation during the past two years. Brazos Valley is in material compliance with the Bank Secrecy Act and all regulations promulgated thereunder and has timely and properly filed and maintained all requisite Currency Transaction Reports and Suspicious Activity Reports and has properly monitored transaction activity (including wire transfers). In addition, Brazos Valley is in material compliance with Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism ("USA PATRIOT") Act, the Gramm-Leach-Bliley Privacy provisions, Office of Foreign Assets Control Regulation, Bank Protection Act, all applicable Financial Crimes Enforcement Network requirements and all other related laws.

Section 3.30 Dissenting Shareholders. Except as set forth in Schedule 3.30, Brazos Valley and its directors and executive officers have no Knowledge of any plan or intention on the part of any shareholder of Brazos Valley to make written demand for payment of the fair value of such holder's shares of Brazos Valley Common Stock in the manner provided in NBA.

Section 3.31 Shareholder Agreements. Except as required by this Agreement or as set forth in Schedule 3.31, there are no agreements between any of the shareholders of Brazos Valley relating to a right of first refusal with respect to the purchase or sale by any such shareholder of Brazos Valley Common Stock or any voting agreement or voting trust with respect to shares of Brazos Valley Common Stock.

Section 3.32 Regulatory Compliance. Except as set forth in Schedule 3.32, all reports, records, registrations, statements, notices, and other documents or information required to be filed by Brazos Valley with any federal or state regulatory authority have been duly and timely filed and all information and data contained in such reports, records, or other documents are true, accurate, correct, and complete in all material respects. Except as set forth in Schedule 3.32, (a) Brazos Valley is not now nor has it been within the last three (3) years subject to any commitment letter, memorandum of understanding, cease and desist order, consent agreement, written agreement or other formal or informal administrative action with such regulatory bodies, and Brazos Valley is in full compliance with the requirements of any such regulatory agreement, order, or action, and (b) there are no actions or proceedings pending or to Brazos Valley's Knowledge threatened against Brazos Valley by or before any such regulatory bodies or any other entity exercising legal, administrative, or regulatory jurisdiction relating to Brazos Valley.

Section 3.33 Brazos Valley Information. None of the information related to Brazos Valley that is provided by Brazos Valley for inclusion in (i) a proxy statement (including any amendment or supplement thereto) to be prepared by Brazos Valley in accordance with Brazos Valley's Articles of Association, Bylaws, and applicable law ("Proxy Statement") and mailed to Brazos Valley's shareholders in connection with the solicitation of proxies by the board of directors of Brazos Valley for use at a special meeting of Brazos Valley's shareholders to be called to consider the Mergers, this Agreement, and the transactions contemplated hereby, and (ii) any filings or approvals under applicable federal or state laws will contain any untrue statement of a material fact or omit to state any material fact required to be stated therein or necessary to make the statements therein, in light of the circumstances under which they are made, not misleading.

Section 3.34 Disclosure. No representation or warranty by Brazos Valley herein, in its Disclosure Schedules or any certificate, exhibit, or document furnished or to be furnished by it pursuant to this Agreement or in connection with the transactions contemplated hereby, contains or will contain any untrue statement of a material fact, or omits or will omit to state a material fact necessary to make the statements contained herein or therein, in the light of the circumstances in which they were made, not misleading. No notification required to be given by this Agreement will contain any untrue statement or omit to state a material fact necessary to make the statement therein or herein, in the light of the circumstances in which they were made, not misleading.

Section 3.35 Absence of Certain Transactions. Except as set forth in Schedule 3.35:

(a) Brazos Valley does not owe any amount to (excluding deposit liabilities) or have any loan, contract, lease, commitment or other obligation from or to any of the present or former directors or officers (other than compensation for current services not yet due and payable and reimbursement of expenses arising in the ordinary course of business) of Brazos Valley and no present or former director or officer of Brazos Valley owes any amount to Brazos Valley.

(b) No officer, employee, or agent of Brazos Valley or any person acting on their behalf has, directly or indirectly, given or agreed to give any gift or similar benefit to any customer, supplier, governmental employee or other person who is or may be in a position to help or hinder the business of Brazos Valley that might subject Brazos Valley to any damage or penalty in any civil, criminal or governmental litigation or proceeding or might result in a Material Adverse Change.

(c) Except for items in the process of collection in the ordinary course of Brazos Valley's business, none of the obligations or liabilities of Brazos Valley are guaranteed by any other person, firm or corporation, nor, except in accordance with prudent banking practices and in compliance with applicable law, has Brazos Valley guaranteed the obligations or liabilities of any other person, firm or corporation.

Section 3.36 Absence of Certain Changes or Events. Except as set forth in Schedule 3.36, since December 31, 2010, Brazos Valley has not:

(a) Ordinary Course. Conducted its business other than in the ordinary and usual course consistent with past practice or failed to use reasonable best efforts to preserve intact its business organizations and assets and maintain its rights, franchises and authorizations, and its existing relations with customers, suppliers, employees, and business associates.

(b) Lines of Business. Entered into any new line of business or materially changed its lending, trust, investment (including purchasing any securities), underwriting, risk and asset liability management and other banking and operating policies, except as required by applicable law or policies imposed by any governmental authority.

(c) Capital Expenditures. Made any capital expenditures in excess of \$5,000 individually or \$25,000 in the aggregate.

(d) Contracts. Other than in the ordinary course of business consistent with past practices, terminated, entered into, amended, modified (including by way of interpretation or waiver), or renewed any contract other than deposit agreements or loan agreements.

(e) Extensions of Credit. Made or renewed any extension of credit in excess of \$50,000.

(f) Capital Stock. Issued, sold or otherwise permitted to become outstanding, or disposed of or encumbered or pledged or otherwise authorized or proposed the creation of, any additional shares of its stock or any additional rights with respect to its stock.

(g) Dividends, Distributions, Repurchases. Made, declared, paid or set aside for payment any dividend on or in respect of, or declared or made any distribution on any shares of its stock or directly or indirectly adjusted, split, combined, redeemed, reclassified, purchased or otherwise acquired any shares of its stock or any rights of it with respect to its stock.

(h) Dispositions. Sold, transferred, mortgaged, encumbered or otherwise disposed of or discontinued any of its assets, deposits, business or properties, except for sales, transfers,

mortgages, encumbrances or other dispositions or discontinuances in the ordinary course of business consistent with past practice and in a transaction that individually or taken together with all other such transactions is not material to it, taken as a whole.

(i) Acquisitions. Acquired (other than by way of foreclosures or acquisitions of control in a fiduciary or similar capacity or in satisfaction of debts previously contracted in good faith, in each case in the ordinary course of business consistent with past practice) all or any portion of the assets, business, deposits or properties of any other person.

(j) Constituent Documents. Amended its Articles of Association or Bylaws or similar governing documents.

(k) Accounting Methods. Implemented or adopted any change in its accounting principles, practices or methods, other than as may have been required by GAAP or RAP.

(l) Tax Matters. Made, changed, or revoked any tax election, filed any amended tax return, entered into any closing agreement, settled any tax claim or assessment, or surrendered any right to claim a refund of taxes.

(m) Claims. Settled any action, suit, claim or proceeding against it, except for an action, suit, claim or proceeding that is settled in the ordinary course of business in an amount or for consideration not in excess of \$10,000 and that did not (1) impose any material restriction on the business of it or, after the Mergers, the Surviving Bank or (2) create precedent for claims that are reasonably likely to be material to Brazos Valley or, after the Mergers, the Surviving Bank.

(n) Compensation; Employment Agreements. Entered into, amended, modified (including by way of interpretation) or renewed any employment, officer, consulting, severance or similar contract, agreement or arrangement with any director, officer, employee or other person, or granted any salary or wage increase or increased any employee or director benefit, including incentive or bonus payment (or, with respect to any of the preceding, communicated any intention to take such action), except (1) to make changes that are required by applicable law or (2) to satisfy previously disclosed contractual obligations.

(o) Benefit Arrangement. Terminated, entered into, established, adopted, amended, modified (including by way of interpretation or waiver), made any new grants or awards under or renewed any pension, retirement, stock option, stock purchase, savings, profit sharing, deferred compensation, consulting, bonus, group insurance or other employee benefit, incentive or welfare contract, plan or arrangement, or any trust agreement (or similar arrangement) related thereto, in respect of any director, officer or employee, taken any action to accelerate the vesting or exercisability of stock options, restricted stock or other compensation or benefits payable thereunder or added any new participants to any non-qualified retirement plans (or, with respect to any of the preceding, communicated any intention to take such action), except (1) as required by law or (2) to satisfy previously disclosed contractual obligations.

(p) Communication. Made any written or oral communications to the directors, officers, or employees of Brazos Valley pertaining to compensation or benefit matters that would be affected by the transactions contemplated by this Agreement.

(q) Adverse Actions. Notwithstanding any other provision hereof, knowingly taken, or knowingly omitted to take, any action that is reasonably likely to result in any of the conditions to the Mergers not being satisfied in a timely manner, or any action that is reasonably likely to materially impair its ability to perform its obligations under this Agreement or to consummate the transactions contemplated hereby, except as required by applicable law.

(r) Commitments. Entered into any contract with respect to, or otherwise agreed or committed to do, any of the foregoing.

IV. REPRESENTATIONS AND WARRANTIES OF AMB

AMB represents and warrants to Brazos Valley as set forth below as of the Effective Date and as of the Closing Date:

Section 4.1 Organization, Good Standing, and Power.

(a) AMB is a Florida state chartered banking association duly organized, validly existing, and in good standing under the laws of the State of Florida and the United States. AMB is duly authorized to conduct general banking business, embracing all usual deposit functions of commercial banks as well as commercial, industrial, and real estate loans, installment credits, collections and safe deposit facilities subject to the supervision of the OFR and the FDIC. AMB is currently operating under the FDIC de novo bank standards and requirements, and AMB reasonably believes it is in compliance with such standards and requirements.

(b) AMB has full power and authority (including all licenses, franchises, permits and other governmental authorizations which are legally required) to own, lease and operate its properties, and to engage in the business and activities now conducted by it.

Section 4.2 Authority and Approvals. AMB has full corporate power and authority to execute and deliver this Agreement and any related documents and AMB has full legal capacity, power, and authority to perform its obligations under the Agreement and to consummate the transactions contemplated hereby (provided that the required regulatory and shareholder approvals are obtained). Except for shareholder approval, AMB's execution and delivery of this Agreement and the consummation of the transactions contemplated in this Agreement have been duly and validly authorized by all necessary corporate action on the part of AMB, and this Agreement is AMB's valid, binding, and enforceable obligation, except as enforceability may be limited by bankruptcy, conservatorship, insolvency, moratorium, reorganization, receivership, or similar laws and judicial decisions affecting the rights of creditors generally and by general principles of equity (whether applied in a proceeding at law or in equity). Neither AMB's execution and

delivery of this Agreement, nor AMB's consummation of the transactions contemplated in this Agreement, nor AMB's compliance with any of the provisions of this Agreement, will (a) conflict with or result in a breach of any provision of its Articles of Association or Bylaws; (b) constitute a breach of or result in a default under any of the terms, conditions, or provisions of any note, bond, mortgage, indenture, franchise, license, permit, agreement or other instrument or obligation to which AMB is a party, or by which AMB or any of its properties or assets are bound; or (c) violate any order, writ, injunction, decree, statute, rule or regulation applicable to AMB or any of its properties or assets which would result in a Material Adverse Effect. Except for regulatory approvals by the OFR and the FDIC and notice to the OCC, no consent or approval of, notice to or filing with any governmental authority having jurisdiction over any aspect of the business or assets of AMB and except for shareholder approval no consent or approval of or notice to any other person or entity is required in connection with AMB's execution and delivery of this Agreement.

Section 4.3 Litigation. To AMB's Knowledge, there is no private or governmental suit, claim, action or proceeding pending, nor any private or governmental suit, claim, action or proceeding threatened or which reasonably should be expected to be threatened, against AMB or against any of its respective directors, officers or employees relating to the performance of their duties in such capacities or against or affecting any properties of AMB which would have a Material Adverse Effect, or might reasonably be anticipated to have a Material Adverse Effect, upon the Mergers.

Section 4.4 Compliance with Laws and Regulations. AMB is not in default under or in breach of any law, ordinance, rule or regulation promulgated by any governmental agency having authority over it, where such default or breach would have a Material Adverse Effect on the Mergers. AMB is "well capitalized" (as that term is defined in 12 C.F.R. §325.103(b)(1)), "well managed" (as that term is defined in 12 C.F.R. §225.2(s)), and received a rating of not less than "satisfactory" as of its most recent CRA compliance examination.

Section 4.5 Accuracy of Information Furnished. AMB's representations and warranties in this Agreement contain no statements of material fact which are untrue or misleading, or, to AMB's best Knowledge, omit to state any material fact which is necessary to make the statements contained in this Agreement, in light of the circumstances in which they were made, not misleading.

Section 4.6 Regulatory Approvals; Available Funds. AMB is not aware of any fact or circumstance relating to it or any affiliate that would materially impede or delay receipt of approval of the Mergers or the other transactions contemplated by this Agreement. AMB has sufficient equity capital to enable it to complete the transactions and pay the Per Share Merger Consideration under the terms of this Agreement.

Section 4.7 Agreements with Regulators. AMB is not aware of any reason why it would not receive approval of the Mergers and the transactions contemplated by this Agreement.

Section 4.8 Proxy Statement. The information provided by AMB for including in the Proxy Statement will not, with respect to AMB, contain any untrue statements of material fact or omit to state any material fact necessary in order to make the statements made therein, in the light of the circumstances under which they were made, not misleading.

Section 4.9 Disclosure. No representation or warranty by AMB herein, in its Disclosure Schedules or any certificate, exhibit, or document furnished or to be furnished by it pursuant to this Agreement or in connection with the transactions contemplated hereby, contains or will contain any untrue statement of a material fact, or omits or will omit to state a material fact necessary to make the statements contained herein or therein, in the light of the circumstances in which they were made, not misleading. No notification required to be given by this Agreement will contain any untrue statement or omit to state a material fact necessary to make the statement therein or herein, in the light of the circumstances in which they were made, not misleading.

V. BRAZOS VALLEY'S COVENANTS

Section 5.1 Forbearance of Brazos Valley. Brazos Valley agrees that from the Effective Date until the Effective Time, except as expressly permitted by this Agreement, without the prior written consent of AMB, it will not:

(a) Ordinary Course. Conduct its business other than in the ordinary and usual course consistent with past practice or fail to use reasonable best efforts to preserve intact its business organizations and assets and maintain its rights, franchises and authorizations, and its existing relations with customers, suppliers, employees, and business associates.

(b) Lines of Business. Enter into any new line of business or materially change its lending, trust, investment (including purchasing any securities), underwriting, risk and asset liability management and other banking and operating policies, except as required by applicable law or policies imposed by any governmental authority.

(c) Capital Expenditures. Make any capital expenditures in excess of \$5,000 individually or \$25,000 in the aggregate.

(d) Contracts. Terminate, enter into, amend, modify (including by way of interpretation or waiver), or renew any contract.

(e) Extensions of Credit. Make or renew any extension of credit in excess of \$100,000; provided, however, that AMB will be deemed to have given its consent under this Section unless AMB objects to such transaction no later than 48 hours (weekends and bank holidays excluded) after actual receipt by AMB of all information relating to the making or renewal of such extension of credit.

(f) Capital Stock. Issue, sell or otherwise permit to become outstanding, or dispose of or encumber or pledge or otherwise authorize or propose the creation of, any additional shares of its stock or any additional rights with respect to its stock.

(g) Dividends, Distributions, Repurchases. Make, declare, pay or set aside for payment any dividend on or in respect of, or declare or make any distribution on any shares of its stock or directly or indirectly adjust, split, combine, redeem, reclassify, purchase or otherwise acquire any shares of its stock or any rights of it with respect to its stock.

(h) Dispositions. Sell, transfer, mortgage, encumber or otherwise dispose of or discontinue any of its assets, deposits, business or properties, except for sales, transfers, mortgages, encumbrances or other dispositions or discontinuances in the ordinary course of business consistent with past practice and in a transaction that individually or taken together with all other such transactions is not material to it, taken as a whole.

(i) Acquisitions. Acquire (other than by way of foreclosures or acquisitions of control in a fiduciary or similar capacity or in satisfaction of debts previously contracted in good faith, in each case in the ordinary course of business consistent with past practice) all or any portion of the assets, business, deposits or properties of any other person.

(j) Constituent Documents. Amend its Articles of Association or Bylaws or similar governing documents except as required by Section 7.20.

(k) Accounting Methods. Implement or adopt any change in its accounting principles, practices or methods, other than as may be required by GAAP or RAP.

(l) Tax Matters. Make, change, or revoke any tax election, file any amended tax return, enter into any closing agreement, settle any tax claim or assessment, or surrender any right to claim a refund of taxes.

(m) Claims. Settle any action, suit, claim or proceeding against it, except for an action, suit, claim or proceeding that is settled in the ordinary course of business in an amount or for consideration not in excess of \$10,000 and that would not (1) impose any material restriction on the business of it or, after the Mergers, the Surviving Bank or (2) create precedent for claims that are reasonably likely to be material to it or, after the Mergers, the Surviving Bank or its Subsidiaries.

(n) Compensation; Employment Agreements. Enter into, amend, modify (including by way of interpretation) or renew any employment, officer, consulting, severance or similar contract, agreement or arrangement with any director, officer, employee or other person, or grant any salary or wage increase or increase any employee or director benefit, including incentive or bonus payment (or, with respect to any of the preceding, communicate any intention to take such action), except (1) to make changes that are required by applicable law or (2) to satisfy previously disclosed contractual obligations existing as of the Effective Date.

(o) Benefit Arrangement. Terminate, enter into, establish, adopt, amend, modify (including by way of interpretation or waiver), make any new grants or awards under or renew any pension, retirement, stock option, stock purchase, savings, profit sharing,

deferred compensation, consulting, bonus, group insurance or other employee benefit, incentive or welfare contract, plan or arrangement, or any trust agreement (or similar arrangement) related thereto, in respect of any director, officer or employee, take any action to accelerate the vesting or exercisability of stock options, restricted stock or other compensation or benefits payable thereunder or add any new participants to any non-qualified retirement plans (or, with respect to any of the preceding, communicate any intention to take such action), except (1) as required by law or (2) to satisfy previously disclosed contractual obligations existing as of the Effective Date.

(p) Communication. Without first giving a copy or written description of any intended communication to AMB for AMB's written approval, make any written or oral communications to the directors, officers, or employees of Brazos Valley pertaining to compensation or benefit matters that are affected by the transactions contemplated by this Agreement.

(q) Adverse Actions. Notwithstanding any other provision hereof, knowingly take, or knowingly omit to take, any action that is reasonably likely to result in any of the conditions to the Mergers not being satisfied in a timely manner, or any action that is reasonably likely to materially impair its ability to perform its obligations under this Agreement or to consummate the transactions contemplated hereby, except as required by applicable law.

(r) Commitments. Enter into any contract with respect to, or otherwise agree or commit to do, any of the foregoing.

(s) Securities. Purchase or acquire any securities.

Section 5.2 Material Adverse Change. Between the Effective Date and the Closing Date, Brazos Valley will advise AMB promptly in writing of any Material Adverse Change in Brazos Valley's capital structure or of any Material Adverse Change respecting Brazos Valley's business and operations, or of any matter which make or would make the representations and warranties set forth in Article III not true and correct in all material respects on the date of this Agreement or on the Closing Date.

Section 5.3 Access to Records and Assets. Brazos Valley will afford AMB, its representatives, consultants, counsel, accountants, agents and employees, reasonable access during normal business hours to all of Brazos Valley's business, operations, properties, books, files and records and will do everything reasonably necessary to enable AMB and its representatives, consultants, counsel, accountants, agents and employees to make a complete examination of the financial statements, tax books, tax returns, and other materials, business, assets and properties of Brazos Valley and the condition thereof, and to update such examination at such intervals as AMB deems appropriate. Brazos Valley will allow AMB, at AMB's discretion and expense, to conduct Phase I and Phase II environmental audits on any real property owned by Brazos Valley or which Brazos Valley has a security interest to the extent Brazos Valley has such a right.

Section 5.4 Brazos Valley Shareholder Meeting. Brazos Valley will promptly after execution of this Agreement but in no event prior to AMB's filing of the necessary regulatory applications in connection with the Mergers, cause a special meeting of its shareholders to be called and held upon proper notice for the purpose of authorizing and approving the Mergers and the transactions contemplated in this Agreement. Brazos Valley will require no greater than the minimum vote required by applicable law of Brazos Valley Common Stock in order to approve the Mergers and the transactions contemplated by this Agreement. Before the Proxy Statement is mailed to the shareholders, Brazos Valley will provide a draft of the Proxy Statement to AMB and its counsel, who will have an opportunity to review and comment on the Proxy Statement and Brazos Valley will incorporate any changes in the Proxy Statement as AMB and its counsel may reasonably request and that counsel for Brazos Valley deems necessary or appropriate. Brazos Valley will notify AMB promptly of (i) the names of any Brazos Valley shareholders who notify Brazos Valley of their intent to exercise their dissenter's rights pursuant to Section 1.8 and (ii) the number of Dissenting Shares of each such shareholder.

Section 5.5 Compliance With Laws. Brazos Valley will take all reasonable actions, at its expense, as necessary to comply with all applicable laws, ordinances, and regulations relating in any way to its performance under this Agreement and will cooperate in any regulatory filings necessary for approval of the Mergers.

Section 5.6 Assistance With Regulatory Applications. Brazos Valley will cooperate and aid AMB in its regulatory applications and notices and will provide AMB with access to any records or information relative to Brazos Valley that is reasonably necessary for or is required to be included in such applications or notices or that is required or requested by any such regulatory authority.

Section 5.7 Standstill Provision. So long as this Agreement is in effect, Brazos Valley shall not, directly or indirectly, through any representative or otherwise, take any action or step to solicit, initiate, facilitate, or entertain offers from, provide information to, negotiate with or in any manner encourage, discuss, accept or consider any proposal of any other person relating to the acquisition of the Common Stock or the assets or business of Brazos Valley, in whole or in part, whether through direct purchase, stock purchase, merger, consolidation or other business combination ("Inconsistent Transaction"). Brazos Valley will promptly notify AMB regarding any contact of Brazos Valley, its representatives or any other person regarding an Inconsistent Transaction. Except as set forth below, so long as this Agreement is in effect, Brazos Valley shall not enter into, engage in, or close an Inconsistent Transaction. Notwithstanding the foregoing, Brazos Valley may, and may authorize and permit its representatives to, provide persons with confidential information, have discussions or negotiations with, or otherwise facilitate an effort or attempt by such person to make or implement an Inconsistent Transaction not solicited in violation of this Agreement if Brazos Valley's Board of Directors, after having consulted with, and based upon the advice of, outside counsel, determines in good faith that the failure to take such actions would constitute a breach of the fiduciary duties of Brazos Valley's Board of Directors under applicable law; provided, that Brazos Valley shall promptly advise AMB following the receipt of any Inconsistent Transaction and the material details thereof; and,

provided further, that prior to delivery of confidential information relating to Brazos Valley or access to Brazos Valley's books, records, or properties in connection therewith, (a) such other person shall have agreed in writing to pay AMB the termination fee described below if Brazos Valley terminates this Agreement to pursue or implement an Inconsistent Transaction with such other person, and (b) the other person shall have entered into a confidentiality agreement substantially similar to the Confidentiality Agreement, dated March 7, 2011 ("Confidentiality Agreement") previously entered into between Brazos Valley and AMB. To compensate AMB for entering into this Agreement, taking actions to consummate the transactions contemplated hereunder and incurring the costs and expenses related thereto and other losses and expenses, including foregoing the pursuit of other opportunities by AMB, the person involved in the Inconsistent Transaction shall pay to AMB an amount equal to 7% of the Aggregate Merger Consideration as a termination fee if this Agreement is terminated by Brazos Valley to pursue or implement an Inconsistent Transaction pursuant to this Section. The termination fee shall be paid by the person involved in the Inconsistent Transaction at the time of termination of this Agreement.

Section 5.8 Attendance at Certain Brazos Valley Meetings. In order to facilitate the continuing interaction of Brazos Valley with AMB, and in order to keep AMB fully apprized of all ongoing activities of Brazos Valley, subject to the limitation in this Section 5.8, Brazos Valley agrees to allow AMB to designate two representatives, each of whom will be allowed to attend as an invited guest and fully monitor all regular and called meetings of the board of directors and audit and loan and asset liability management committees of Brazos Valley (including meetings of the officers' loan committee). Brazos Valley shall promptly give AMB prior notice by telephone or e-mail of all called meetings. Such representatives shall be bound by AMB's confidentiality obligations under this Agreement and shall have no right to vote and may be excluded from sessions of the board of directors or audit or loan or investment committee during which there is being discussed (a) matters involving this Agreement, (b) information or material which Brazos Valley is required or obligated to maintain as confidential under applicable laws or regulations, or (c) pending or threatened litigation or investigations if, in the opinion of counsel to Brazos Valley, the presence of such representatives would or might adversely affect the confidential nature of or any privilege relating to any matters to be discussed. No attendance by representatives of AMB at Brazos Valley's board or committee meetings under this Section 5.8 or knowledge gained or deemed to have been gained by virtue of such attendance will affect any of the representations or warranties in this Agreement made by Brazos Valley. If this Agreement does not receive the necessary regulatory approvals or is terminated as provided herein, AMB's designees will no longer be entitled to notice of or permission to attend such meetings.

Section 5.9 Additional Financial Statements. Brazos Valley shall promptly furnish AMB with (a) unaudited statements of condition, income, shareholders' equity and cash flows of Brazos Valley for each month end between the Effective Date and the Closing, (b) true, correct and complete copies of each additional Call Report of Brazos Valley, as soon as such Reports are made available to any banking regulator, and (c) each month's directors' report and month-end statement of Brazos Valley, in each case certified by the President or

Cashier of Brazos Valley. All of the foregoing are included in the definition of Financial Statements.

VI. AMB'S COVENANTS

Section 6.1 Material Adverse Change. Between the Effective Date and the Closing Date, AMB will advise Brazos Valley promptly in writing of any Material Adverse Change known to it in AMB's capital structure or of any Material Adverse Change known to AMB respecting AMB's business and operations, or of any matter which make or would make the representations and warranties set forth in Article IV of this Agreement not true and correct in all material respects on the date of this Agreement or on the Closing Date or any other change which would impact AMB's ability to obtain all necessary regulatory approvals.

Section 6.2 Compliance With Laws. AMB will duly observe and conform to all applicable lawful requirements which are material to its business.

Section 6.3 Corporate Approvals. AMB will, promptly after execution of this Agreement, take all necessary corporate and shareholder actions necessary for the purpose of authorizing and approving this Agreement and the transactions contemplated in this Agreement.

Section 6.4 Regulatory Approvals. AMB will take all reasonable actions, at its expense, as necessary to comply with all applicable laws, ordinances, and regulations relating in any way to its performance under this Agreement and will cooperate in any regulatory filings necessary for approval of the Mergers. AMB will bear both the responsibility and the expense of making application to the OFR, FDIC, and any other banking regulatory agency for approval of this transaction. AMB will file all necessary regulatory applications promptly, and in any event, within 20 calendar days after Brazos Valley has provided AMB with all records and information relative to Brazos Valley as may be reasonably necessary for or required to be included in such applications. AMB will provide Brazos Valley with copies of all nonconfidential portions of such applications and copies of all correspondence to and from all regulatory agencies related to such applications.

Section 6.5 Employee Matters. Except as may be specifically required by applicable law or any contract, from and after the Mergers, neither the Surviving Bank nor any Brazos Valley employee shall be obligated to continue any employment relationship or any specific terms of employment for any specific period of time. The Surviving Bank will offer to the employees of Brazos Valley who remain after the Mergers such employee benefit plans, programs and policies that are the same or substantially comparable to the employee benefit plans, programs and policies that cover AMB employees who remain after the Mergers, as such employee benefit plans, programs and policies may be amended from time to time. To the extent permitted under such employee benefit plans, programs and policies and applicable laws and regulations, the Surviving Bank will (i) credit each such employee with prior service to Brazos Valley for eligibility and vesting purposes and for purposes of qualifying for any additional benefits tied to period of service (such as

higher rates of matching contributions and eligibility for early retirement, severance, vacation, sick pay, paid time off or other benefit) under such plan, program or policy; and (ii) with respect to any welfare plan to which such employees may become eligible, provide credit for any amounts paid by such employees or their dependents toward satisfaction of co-payments, deductibles, and out-of-pocket maximums for such employee and their dependents in the same manner as such amounts would have been credited if they had been paid under the welfare plan of AMB. Further, to the extent permitted under such employee benefit plans, programs and policies and applicable laws and regulations, the Surviving Bank will waive all preexisting condition exclusions and waiting periods, other than exclusions or waiting periods that have not been satisfied under any welfare plan maintained by Brazos Valley for their employees before the Closing Date and if such exclusions or waiting periods have not been satisfied in full but have been satisfied in part before the Closing Date, will credit the employees and their dependents with satisfaction of such portion of such exclusion or waiting period that has been satisfied before the Closing Date in the same manner as if such payments had been paid or service had been performed as an employee of AMB covered under that welfare plan of AMB.

Section 6.6 AMB Shareholder Meeting. AMB will promptly after execution of this Agreement but in no event prior to AMB's filing of the necessary regulatory applications in connection with the Mergers, cause a special meeting of its shareholders to be called and held upon proper notice for the purpose of authorizing and approving the Second Merger and the transactions contemplated in this Agreement related to the Second Merger. AMB will require not greater than the minimum vote required by applicable law of AMB common stock in order to approve the Second Merger and the transactions contemplated by this Agreement related to the Second Merger. AMB shareholder approval of the Second Merger may be effected by written consent in lieu of a special meeting of shareholders.

VII. CONDITIONS TO OBLIGATIONS OF AMB

The obligation of AMB under this Agreement to consummate the Mergers is subject to the satisfaction, at or prior to Closing of the following conditions, which may be waived by AMB at its sole discretion:

Section 7.1 Compliance with Representations and Warranties. The representations and warranties made by Brazos Valley in this Agreement must have been true and correct when made and shall be true and correct in all material respects as of the Closing as though made on and as of the Closing, except to the extent such representations and warranties are by their express provisions made as of a specified date, without regard to any materiality qualifiers contained therein, and AMB shall have been furnished with a certificate, executed by an appropriate representative of Brazos Valley and dated as of the Closing, to the foregoing effect.

Section 7.2 Performance of Obligations. Brazos Valley shall have performed or complied in all material respects with all covenants and obligations required by this Agreement to be

performed and complied with prior to or at the Closing. AMB shall have received a certificate signed by an appropriate representative of Brazos Valley to that effect.

Section 7.3 Absence of Material Adverse Change. There shall have been no change after the Effective Date in the assets, properties, business or financial condition of Brazos Valley which, individually or in the aggregate, has had or is reasonably likely to have, a Material Adverse Effect on Brazos Valley or the transactions contemplated hereby; nor shall any event have occurred which, with the lapse of time, might reasonably be anticipated to cause or result in a Material Adverse Effect on the Surviving Bank following the Mergers.

Section 7.4 Releases. Each director and executive officer of Brazos Valley shall have delivered to AMB a Director/Officer Release in the form of Exhibit B attached hereto.

Section 7.5 Tail D&O Policy. On or prior to the Closing Date, Brazos Valley shall have obtained an extended reporting period (otherwise known as "Tail Coverage") policy covering the directors and officers of Brazos Valley for a period of up to two (2) years from the Closing Date.

Section 7.6 Stay Pay Arrangements. Brazos Valley shall have obtained releases from all officers and employees with whom it has stay pay arrangement commitments confirming that the stay pay obligations have been satisfied and that they have no further claim against Brazos Valley.

Section 7.7 Termination of IT/DP Agreements. Brazos Valley shall have terminated – effective at dates agreed upon by AMB and Brazos Valley – all information technology and data processing agreements listed on Schedule 7.7 which Schedule shall recite all expenses and any conditions relating to the termination. Schedule 7.7 will be updated immediately prior to Closing.

Section 7.8 Termination of Employee Plans. AMB shall have received evidence satisfactory to AMB in its sole discretion that, as of the Closing Date, all Brazos Valley Benefit Plans requested by AMB in writing to be terminated, have been terminated in accordance with the terms of such Brazos Valley Benefit Plans and all applicable laws and regulations on a basis satisfactory to AMB in its sole discretion and that, to the extent AMB deems necessary or appropriate, participants have been notified of such terminations. Brazos Valley will have taken all necessary action with respect to all Brazos Valley Benefit Plans requested by AMB to be terminated to ensure that such Benefit Plans can be terminated within thirty (30) days of the Closing Date, without payment of any additional contribution or amount or without creating any unfunded or unaccrued liability or the vesting or acceleration of any benefits promised by such Brazos Valley Benefit Plan.

Section 7.9 No 280G Payments. AMB shall have received written confirmation in form and substance satisfactory to AMB that no actions or decisions pursuant to this Agreement have caused or would cause the limitations of Section 280G of the Code with respect to tax deductibility to be exceeded and that no amounts payable to any employee of Brazos

Valley will fail to be deductible for federal income tax purposes by virtue of Section 280G of the Code and the regulations thereunder.

Section 7.10 Severance or Termination Payments. All severance or termination payments to all Brazos Valley employees that have resulted or will result from this Agreement and the Mergers shall be paid and expensed or fully reserved for at the time of Closing and will be applied in the calculation of the Minimum Capital.

Section 7.11 Termination of Stock Options. AMB shall have received written certification from Brazos Valley's management or counsel in form and substance satisfactory to AMB that all options by any holder to acquire additional shares of Brazos Valley Common Stock have been terminated.

Section 7.12 Dissenting Shares. The number of Dissenting Shares shall not exceed 20% of the outstanding shares of Brazos Valley Common Stock.

Section 7.13 Minimum Capital. At Closing, Brazos Valley will have a Minimum Capital of at least \$11,616,000.

Section 7.14 Financial Certification. AMB shall have been furnished with a certificate, executed by an appropriate representative of Brazos Valley and dated as of the Closing, certifying that, to the best of the officer's Knowledge and belief, the Financial Statements of Brazos Valley fairly represent the financial position and results of operations of Brazos Valley at the date and for the periods indicated in accordance with GAAP applied on a consistent basis and that Brazos Valley did not have any material liabilities, fixed or contingent required by GAAP to be so reflected, except as set forth or provided for in such Financial Statements.

Section 7.15 Non-Competition. Each of the directors of Brazos Valley shall have entered into and delivered to AMB a non-competition agreement in substantially the form of Exhibit C attached hereto. AMB may agree to modification of the form for specific directors to permit them to continue their normal business activities.

Section 7.16 Government Approvals. AMB shall have received the approval, or waiver of approval, of the transactions contemplated by this Agreement from all necessary governmental agencies and authorities, including the OFR, FDIC, and any other regulatory agency whose approval must be received in order to consummate the Mergers, which approval shall not impose any unusual restrictions on the operations of AMB which are unacceptable to AMB in its sole good faith reasonable discretion.

Section 7.17 Third Party Consents and Approvals. All consents, approvals, waivers and other assurances from all non-governmental third parties which are required to be obtained under the terms of any contract, agreement or instrument to which Brazos Valley is directly or indirectly a party or by which any of its properties is bound in order to prevent the consummation of the transactions contemplated by this Agreement from constituting a default under such contract, agreement or instrument or creating any lien, claim or charge

upon any of the assets of Brazos Valley shall have been obtained, including the written consent of Brazos Valley Bank Building Group, Ltd., the lessor of Brazos Valley's building, to the Mergers, and AMB shall have received evidence thereof in form and substance satisfactory to it.

Section 7.18 Legal Opinion. AMB shall have been furnished with an opinion by Hunton & Williams, LLP, counsel for Brazos Valley, dated the Closing Date to the effect that the Brazos Valley Board of Directors and shareholders have taken the necessary actions and given the appropriate approvals for the Agreement and the Mergers to be binding and effective actions of Brazos Valley. In rendering such opinion, counsel may require and rely upon and may incorporate by reference representations and covenants, including those contained in certificates of officers and/or directors of Brazos Valley.

Section 7.19 Shareholder Approval. The shareholders of AMB shall have approved this Agreement and the transactions contemplated hereby by the requisite vote.

Section 7.20 Tax Opinion. If requested by AMB, AMB shall have been furnished with an opinion by Hunton & Williams LLP, counsel for Brazos Valley, dated the Closing Date as to the material tax consequences of the Mergers to AMB, Brazos Valley and the shareholders of Brazos Valley. This opinion shall be in form and substance acceptable to AMB and shall include, but not limited to, the following:

- (a) For federal income tax purposes, the Mergers will qualify as a qualified stock purchase of Brazos Valley stock by AMB followed by a tax-free liquidation within the meaning of section 332 of the Code or reorganization within the meaning of section 368(a) of the Code of Brazos Valley into AMB;
- (b) No gain or loss will be recognized by AMB or its shareholders as a result of the Mergers, the tax basis and other tax attributes of AMB will carry over to the Surviving Bank, and the other material tax consequences of the Mergers to AMB and its shareholders;
- (c) No gain or loss will be recognized by Brazos Valley as a result of the Mergers, the tax basis and other tax attributes of Brazos Valley will not be affected by the Mergers (except for any limitations on net operating loss or capital loss carryforwards under section 382 or other applicable sections of the Code as a result of the ownership change in Brazos Valley) and the other material tax consequences of the Mergers to Brazos Valley;
- (d) The tax consequences of the Mergers to the shareholders of AMB, Merger Sub and Brazos Valley; and
- (e) The discussion and description of the tax consequences of the Mergers as set forth in the Proxy Statement and other materials provided to the shareholders of Brazos Valley was/is correct, accurate, and complete as of the date of such materials, as of the date of the meeting of shareholders of Brazos Valley at which the Mergers were voted upon, and as of the Closing Date.

In rendering such opinion, counsel may require and rely upon and may incorporate by reference representations and covenants, including those contained in certificates of officers and/or directors of Brazos Valley and/or AMB. Payment for reasonable cost of the legal opinion and tax work related to rendering the opinion if the opinion is requested under this Section 7.20 will be paid and expensed or fully reserved for at the time of the Closing but shall not reduce Brazos Valley's shareholders' equity for purposes of determining the Minimum Capital.

Section 7.21 Brazos Valley Lease. Brazos Valley Bank Building Group, Ltd. as lessor shall have amended the lease on Brazos Valley's building in a manner satisfactory to AMB.

Section 7.22 FBR Capital Markets Release. Brazos Valley shall have obtained a release from FBR Capital Markets as successor-in-interest to the Carson Medlin Group for any claims or potential claims under the June 24, 2009 engagement letter between Brazos Valley and the Carson Medlin Group.

Section 7.23 Harper Option Matter. With respect to the matter regarding the exercise of stock options by Steve Harper as set forth on Schedules 3.7 and 3.32 (the "Harper Option Matter"), Brazos Valley shall have consulted with its accountants to obtain their written advice regarding how to resolve the Harper Option Matter with the Internal Revenue Service (which advice shall be satisfactory to AMB), and Brazos Valley shall have resolved the Harper Option Matter as directed by its accountants.

VIII. CONDITIONS TO OBLIGATIONS OF BRAZOS VALLEY

The obligation of Brazos Valley under this Agreement to consummate the Mergers is subject to the satisfaction, at or prior to Closing of the following conditions, which may be waived by Brazos Valley at its sole discretion:

Section 8.1 Compliance with Representations and Warranties. The representations and warranties made by AMB in this Agreement must have been true and correct when made and shall be true and correct in all material respects as of the Closing as though made on and as of the Closing, except to the extent such representations and warranties are by their express provisions made as of a specified date, without regard to any materiality qualifiers contained therein, and Brazos Valley shall have been furnished with a certificate, executed by an appropriate representative of AMB and dated as of the Closing, to the foregoing effect.

Section 8.2 Performance of Obligations. AMB shall have performed or complied in all material respects with all covenants and obligations required by this Agreement to be performed and complied with prior to or at the Closing. Brazos Valley shall have received a certificate signed by the appropriate representative of AMB to that effect.

Section 8.3 Shareholder Approval. The shareholders of Brazos Valley shall have approved this Agreement and the transactions contemplated hereby by the requisite vote.

Section 8.4 Government Approvals. AMB having received the approval, or waiver of approval, of the transactions contemplated by this Agreement from all necessary governmental agencies and authorities, including the OFR, FDIC, and any other regulatory agency whose approval must be received in order to consummate the Mergers, which approval shall not impose any unusual restrictions on the operations of AMB or the Surviving Bank which are unacceptable to AMB in its sole good faith reasonable discretion.

Section 8.5 Stay Pay Arrangements. Brazos Valley shall have obtained releases from all officers and employees with whom it has stay pay arrangement commitments confirming that the stay pay obligations have been satisfied and that they have no further claim against Brazos Valley.

Section 8.6 Tail D&O Policy. On or prior to the Closing Date, Brazos Valley shall have obtained a Tail Coverage policy covering the directors and officers of Brazos Valley for a period of up to two (2) years from the Closing Date.

Section 8.7 Absence of Material Adverse Change. There shall have been no change after the Effective Date in the assets, properties, business or financial condition of AMB which, individually or in the aggregate, has had or might reasonably be anticipated to have a Material Adverse Effect on AMB or the transactions contemplated hereby.

Section 8.8 Fairness Opinion. Brazos Valley shall have received a letter from a third party appraiser dated not more than five (5) days prior to the date of the Proxy Statement to the effect that in the opinion of such firm, the Per Share Merger Consideration is fair to the shareholders of Brazos Valley from a financial point of view.

Section 8.9 Consent of Brazos Valley Bank Building Group, Ltd.. On or prior to the Closing Date, Brazos Valley shall have received the written consent of Brazos Valley Bank Building Group, Ltd., the lessor of Brazos Valley's building, consenting to the Mergers.

IX. CLOSING

Section 9.1 Closing. Subject to the other provisions of this Article IX, on a mutually acceptable date ("Closing Date") as soon as practicable within a thirty (30) day period commencing with the latest of the following dates:

(a) the receipt of shareholder approval and the last approval from any requisite regulatory or supervisory authority and the expiration of any statutory or regulatory waiting period which is necessary to effect the Mergers; or

(b) if the transactions contemplated by this Agreement are being contested in any legal proceeding and Brazos Valley or AMB have elected to contest the same, then the date that

such proceeding has been brought to a conclusion favorable, in the judgment of each of Brazos Valley and AMB, to the consummation of the transactions contemplated herein, or such prior date as each of Brazos Valley and AMB shall have elected under Section 10 whether or not such proceeding has been brought to a conclusion.

A meeting ("Closing") will take place at which the parties to this Agreement will deliver the certificates and other documents required to be delivered under Articles VII and IX hereof and any other documents and instruments as may be necessary or appropriate to effect the transactions contemplated by this Agreement. The Closing shall take place at the offices of AMB in College Station, Texas, or at such other place to which the parties hereto may mutually agree.

Section 9.2 Actions to be Taken by Brazos Valley. At the Closing, Brazos Valley will execute and acknowledge, or cause to be executed and acknowledged (as appropriate) and deliver to AMB such documents and certificates contemplated to be delivered pursuant to this Agreement or reasonably necessary to evidence the transactions contemplated by this Agreement, including the following (all of such actions constituting conditions precedent to AMB's obligations to close hereunder):

- (a) true, correct and complete copies of Brazos Valley's Articles of Association and all amendments thereto, duly certified as of a recent date by the OCC;
- (b) true, correct and complete copies of Brazos Valley's Bylaws and all amendments thereto, duly certified as of a recent date by Brazos Valley's secretary or other appropriate officer;
- (c) an existence certificate of Brazos Valley dated as of a recent date, issued by the OCC;
- (d) a certificate, dated as of a recent date, issued by the FDIC duly certifying that the deposits of Brazos Valley are insured by the FDIC pursuant to the Federal Deposit Insurance Act;
- (e) a good standing certificate for Brazos Valley, dated as of a recent date, issued by the appropriate state officials as to the good standing of Brazos Valley in Texas;
- (f) a certificate dated as of the Closing Date, signed by the secretary or an assistant secretary of Brazos Valley, acting solely in his capacity as an officer of Brazos Valley pursuant to which Brazos Valley will certify (i) the due adoption by the Board of Directors of Brazos Valley of corporate resolutions attached to such certificate authorizing the Mergers and the execution and delivery of this Agreement and the other agreements and documents contemplated hereby and the taking of all actions contemplated hereby and thereby, (ii) the due adoption by the shareholders of Brazos Valley of resolutions authorizing the Mergers and the transactions contemplated by the Mergers and the execution and delivery of this Agreement and the other agreements and documents contemplated hereby and the taking of all actions contemplated hereby and thereby, and (iii) the incumbency and true signatures of those officers of Brazos Valley duly authorized

to act on its behalf in connection with the Mergers and to execute and deliver this Agreement and other agreements and documents contemplated hereby and the taking of all actions contemplated hereby and thereby on behalf of Brazos Valley;

(g) a certificate, dated as of the Closing Date, signed by the president of Brazos Valley, acting solely in his capacity as an officer of Brazos Valley pursuant to which Brazos Valley will certify that (i) all of the representations and warranties made in Article III of this Agreement are true and correct on and as of the Closing Date as if made on such date, (ii) Brazos Valley has performed and complied with all of its obligations and agreements required to be performed on or before the Closing Date under this Agreement, and (iii) except as expressly permitted by this Agreement there has been no Material Adverse Change since the Effective Date;

(h) all certificates, approvals, consents, and other documents provided for in Article VII of this Agreement; and

(i) all of the documents required to be delivered to AMB by Brazos Valley under this Agreement and all other documents, certificates, and instruments as are reasonably requested by AMB or its counsel.

Section 9.3 Actions to be Taken by AMB at Closing. At the Closing, AMB will execute and acknowledge, or cause to be executed and acknowledged (as appropriate) and deliver to Brazos Valley such documents and certificates contemplated to be delivered pursuant to this Agreement or reasonably necessary to evidence the transactions contemplated by this Agreement, including the following (all of such actions constituting conditions precedent to Brazos Valley's obligations to close hereunder):

(a) evidence that the Aggregate Merger Consideration has been deposited in a separate account as provided for in Section 1.9(a) of this Agreement;

(b) a certificate dated as of the Closing Date signed by the secretary or an assistant secretary of AMB, acting solely in his capacity as an officer of AMB, pursuant to which AMB will certify (i) the due adoption by the Board of Directors of AMB of corporate resolutions attached to such certificate authorizing the Mergers and the execution and delivery of this Agreement and the other agreements and documents contemplated hereby and the taking of all actions contemplated hereby and thereby, (ii) the due adoption by the shareholders of AMB of resolutions authorizing the Mergers and the transactions contemplated by the Mergers and the execution and delivery of this Agreement and the other agreements and documents contemplated hereby and the taking of all actions contemplated hereby and thereby, and (iii) the incumbency and true signatures of those officers of AMB duly authorized to act on its behalf in connection with the Mergers and to execute and deliver this Agreement and other agreements and documents contemplated hereby and the taking of all actions contemplated hereby and thereby on behalf of AMB;

(c) a certificate, dated as of the Closing Date, signed by the president of AMB, acting solely in his capacity as an officer of AMB, pursuant to which AMB will certify that (i) all

representations and warranties made in Article IV of this Agreement are true and correct on and as of the Closing Date as if made on such date, (ii) AMB has performed and complied with all of its obligations and agreements required to be performed on or before the Closing Date under this Agreement, and (iii) except as expressly permitted by this Agreement there has been no Material Adverse Change since the Effective Date; and

(d) all of the documents required to be delivered to Brazos Valley under this Agreement and all other documents, certificates, and instruments as are reasonably requested by Brazos Valley or its counsel.

Section 9.4 Effective Time. Subject to the terms and upon satisfaction of all requirements of law and the conditions specified in this Agreement including, among other things, the receipt of any requisite approvals of the shareholders of Brazos Valley and the regulatory approvals of the OFR, FDIC, and any other federal or state regulatory agency whose approval must be received in order to consummate the First Merger, the First Merger shall become effective, and the Effective Time shall occur, at the date and time specified in the Articles of Merger of the First Merger to be filed with the OFR ("Effective Time").

Section 9.5 SM Effective Time. Subject to the terms and upon satisfaction of all requirements of law and the conditions specified in this Agreement including, among other things, the receipt of any requisite approvals of the shareholders of Brazos Valley and the regulatory approvals of the OFR, FDIC, and any other federal or state regulatory agency whose approval must be received in order to consummate the Second Merger, the Second Merger shall become effective, and the SM Effective Time shall occur, at the date and time specified in the Articles of Merger of the Second Merger to be filed with the OFR ("SM Effective Time").

X. TERMINATION

Section 10.1 Termination.

(a) Notwithstanding any other provision of this Agreement, this Agreement may be terminated and the Mergers contemplated hereby may be abandoned by action of the boards of directors of Brazos Valley or AMB at any time prior to the Effective Time if:

(i) any court of competent jurisdiction in the United States or other United States (federal or state) governmental body shall have issued an order, decree, or ruling or taken any other action restraining, enjoining, or otherwise prohibiting the Mergers and such order, decree, ruling, or other action shall have been final and non-appealable;

(ii) any of the transactions contemplated by this Agreement are disapproved by any regulatory authority or other person whose approval is required to consummate any of such transactions or if AMB is asked to withdraw its application by any applicable regulatory authority;

(iii) AMB determines in good faith after consultation with counsel that there is a substantial likelihood that any requisite regulatory approval will not be obtained or will be obtained only upon a condition or conditions that AMB reasonably determines would make it inadvisable to proceed with the transactions contemplated by this Agreement; or

(iv) the Mergers shall not have become effective on or before the one hundred and eightieth (180th) day following the date of the Original Agreement, unless regulatory approval has not been received within the time required to consummate the Mergers, or such later date as shall have been approved in writing by of Brazos Valley and AMB; provided, however, that the right to terminate under this Section 10.1(a)(iv) shall not be available to any party whose failure to fulfill any material obligations under this Agreement has been the cause of, or has resulted in, the failure of the Mergers to become effective on or before such date.

(b) This Agreement may be terminated at any time prior to the Closing by Brazos Valley if: (i) AMB shall fail to comply in any material respect with any of its covenants or agreements contained in this Agreement, or if any of the representations or warranties of AMB contained herein shall be inaccurate in any material respect, or (ii) if the conditions set forth in Article VIII have not been met or waived by Brazos Valley. In the event Brazos Valley desires to terminate this Agreement because of an alleged breach or inaccuracy as provided in this Clause (i) above, Brazos Valley must notify AMB in writing of its intent to terminate stating the reason therefore. AMB shall have thirty (30) days from the receipt of such notice to cure the alleged breach or inaccuracy.

(c) This Agreement may be terminated at any time prior to the Closing by AMB if: (i) Brazos Valley shall fail to comply in any material respect with any of its covenants or agreements contained in this Agreement or if any of the representations or warranties of Brazos Valley contained herein shall be inaccurate in any material respect or (ii) if the conditions set forth in Article VII have not been met or waived by AMB. In the event AMB desires to terminate this Agreement because of an alleged breach or inaccuracy as provided in Clause (i) above, AMB must notify Brazos Valley in writing of its intent to terminate stating the reason therefore. Brazos Valley shall have thirty (30) days from the receipt of such notice to cure the alleged breach or inaccuracy.

(d) This Agreement may be terminated at any time prior to the Closing by either Brazos Valley or AMB if (i) the approval of the shareholders of Brazos Valley contemplated by this Agreement shall not have been obtained by reason of the failure to obtain the required vote at the Brazos Valley shareholder meeting at which they consider this Agreement or (ii) the approval of the shareholders of AMB contemplated by this Agreement shall not have been obtained by reason of the failure to obtain the required vote at the AMB shareholder meeting at which they consider this Agreement.

Section 10.2 Mutual Written Consent. This Agreement may be terminated at any time prior to the Closing upon the mutual written consent of Brazos Valley and AMB and the approval of such action by their respective boards of directors.

Section 10.3 Effect of Termination. Without limiting any other relief to which either party may be entitled for a breach of this Agreement, if this Agreement is terminated pursuant to Section 10.1 hereof, no party to this Agreement will have any further liability or obligation under this Agreement, except for liability of a party for expenses; provided, however, each party shall be solely responsible for its expenses notwithstanding any provision hereof to the contrary.

XI. MISCELLANEOUS

Section 11.1 Certain Definitions.

(a) "Affiliate" means any natural person, corporation, general partnership, limited partnership, proprietorship, other business organization, trust, union, association, or governmental authority that directly or indirectly through one or more intermediaries, controls or is controlled by or is under common control with the person specified.

(b) "Knowledge". A person has "Knowledge" of, or acts "Knowingly" with respect to, a particular fact or other matter if any individual who is presently serving as a director or officer or employee of that person, after reasonable inquiry, is actually aware of such fact or other matter. As used in this Agreement with respect to Knowledge or Knowingly, a person shall mean the Chairman, President, or a director of either AMB or Brazos Valley, as applicable.

(c) "Material Adverse Effect" and/or "Material Adverse Change" mean any event, change, circumstance, or occurrence, that has a material adverse effect on the financial condition, assets, liabilities (absolute, accrued, contingent, or otherwise), reserves, business or results of operations, of Brazos Valley (or when the reference is to AMB). Such determination shall exclude any change with respect to, or effect on, Brazos Valley (or when the reference is to AMB) resulting from (i) changes after the date of this Agreement in laws, rules, regulations, GAAP or RAP, as such would apply to banks, (ii) changes after the date of this Agreement in national or regional political conditions or general economic or market conditions, including changes in prevailing interest rates, credit availability and liquidity generally affecting banks and bank holding companies, and (iii) any actions expressly required by this Agreement or that are taken with the prior informed written consent of AMB or Brazos Valley, as the case may be, in contemplation of the transactions contemplated by the Agreement.

(d) "Subsidiary" or "Subsidiaries" shall mean when used with reference to an entity, any corporation, association or other entity in which 50% or more of the outstanding voting securities are owned directly or indirectly by any such entity, or any partnership, joint venture, limited liability company, or other enterprise in which any entity has, directly or indirectly, any equity interest; provided, however, that the term shall not include any such entity in which such voting securities or equity interest is owned or controlled in

a fiduciary capacity, without sole voting power, or was acquired in securing or collecting a debt previously contracted in good faith.

Section 11.2 Non-Survival of Representations and Warranties. The representations, warranties, covenants, and agreements of Brazos Valley and AMB contained in this Agreement shall terminate at the Closing, other than covenants that by their terms are to be performed after the Closing Date which shall survive the Closing.

Section 11.3 Amendments. This Agreement may be amended only by a writing signed by Brazos Valley and AMB at any time prior to the Effective Time with respect to any of the terms contained herein; provided, however, that the Per Share Merger Consideration to be received by the shareholders of Brazos Valley pursuant to this Agreement shall not be decreased subsequent to the approval of the transactions contemplated by the Agreement without further approval by such shareholders.

Section 11.4 Specific Performance. Each of the parties hereto acknowledges that the other party would be irreparably damaged and would not have an adequate remedy at law for money damages if any of the covenants contained in this Agreement were not performed in accordance with its term or otherwise were materially breached. Each of the parties hereto therefore agrees that, without the necessity of proving actual damages or posting bond or other security, the other party will be entitled to temporary and/or permanent injunction or injunctions which a court of competent jurisdiction concludes is justified to prevent breaches of such performance and to specific enforcement of such covenants in addition to any other remedy to which they may be entitled, at law or in equity.

Section 11.5 Expenses. Whether or not the transactions provided for herein are consummated, each party to this Agreement will pay its respective expenses incurred in connection with the preparation and performance of its obligations under the Agreement. Similarly, each party agrees to indemnify the other party against any costs, expense, or liability (including reasonable attorneys' fees) in respect to any claim made by any party for a broker's or finder's fee in connection with this transaction other than the one based on communications between the party and the claimant seeking indemnification.

Section 11.6 Notices. Any notice, request, instruction or other document to be given in accordance with this Agreement by any party must be in writing and delivered personally sent by facsimile transmission, or sent by registered or certified mail, postage prepaid, return receipt requested, addressed as follows:

To Brazos Valley:

Brazos Valley Bank, National Association
4030 Highway 6 South
College Station, Texas 77845
Attention: John F. Godfrey

With a Copy to:
Peter G. Weinstock
Hunton & Williams, LLP
Suite 3700
1445 Ross Avenue
Dallas, Texas 75202

To AMB:

American Momentum Bank
One Momentum Boulevard
College Station, Texas 77845
Attention: Sam A. Davis, II

With a Copy To:
Larry Temple
400 West 15th Street, Suite 1510
Austin, Texas 78701

Any of the persons shown above may change his address for purposes of this section by giving notice in accordance with this Section 11.6.

Section 11.7 Successors and Assigns. All terms and conditions of this Agreement will be binding upon and inure to the benefit of the parties and their respective transferees, successors and assigns; provided, however, that neither party may assign or delegate this Agreement or any rights, privileges, duties and obligations of the parties without the other party's prior written consent.

Section 11.8 Attorneys' Fees. If any action or other proceeding is brought for the enforcement or interpretation of this Agreement because of an alleged dispute, default or misrepresentation in connection with any of its provisions, the successful or prevailing Party will be entitled to recover reasonable attorneys' fees and other costs incurred in the action or proceeding, in addition to any other relief to which it may be entitled.

Section 11.9 DISCLAIMER OF INCIDENTAL AND CONSEQUENTIAL DAMAGES. EXCEPT FOR INDEMNIFICATION OBLIGATIONS DUE TO LIABILITIES TO THIRD PARTIES, NOTWITHSTANDING ANY PROVISION CONTAINED IN THIS AGREEMENT TO THE CONTRARY, NEITHER PARTY TO THIS AGREEMENT WILL BE LIABLE TO THE OTHER PARTY TO THIS AGREEMENT FOR ANY INCIDENTAL, INDIRECT, SPECIAL, OR CONSEQUENTIAL DAMAGES (INCLUDING DAMAGES FOR LOSS OF USE, POWER, BUSINESS GOOD WILL, REVENUE OR PROFIT, NOR FOR INCREASED EXPENSES, OR BUSINESS INTERRUPTION) ARISING OUT OF OR RELATED TO THE PERFORMANCE OR NONPERFORMANCE OF THIS AGREEMENT UNLESS THE DAMAGES AROSE DUE TO A PARTY'S GROSS NEGLIGENCE OR WILLFUL BREACH OF THIS AGREEMENT.

Section 11.10 Transfer and Presentation of Records. At the Closing, Brazos Valley will deliver, assign, transfer and convey to AMB all of the records pertaining to Brazos Valley. Such delivery may be effected by providing AMB with access to the premises of Brazos Valley.

Section 11.11 Continuing Cooperation. The parties will, in good faith and with their best efforts, cooperate with each other to carry out the Mergers and the transactions contemplated by this Agreement and any agreements related to this Agreement. In connection with any investigation, proceeding or other matter with respect to the Mergers, AMB and Brazos Valley will reasonably cooperate with each other, including making available to the other party, during normal business hours, such books, records and files in its possession as the other party reasonably requests and providing copies of such books, records and files as the other party reasonably requests. The parties will execute and deliver such other and further instruments and documents as are or may become necessary or convenient to effectuate and carry out the rights, responsibilities, and obligations created by this Agreement.

Section 11.12 Public Statements.

(a) Neither AMB nor Brazos Valley will make any press release or other public disclosure concerning the transactions contemplated by this Agreement without the prior written consent of the other party. Notwithstanding the preceding sentence, any party is permitted to make any public disclosures or governmental filings as that party's legal counsel deems necessary to maintain compliance with or to prevent violations of applicable law or regulations or that may be necessary to obtain regulatory approval for the transactions contemplated by this Agreement.

(b) Except as required by applicable law or regulation (in which case AMB will give written notice to Brazos Valley before disclosing the Information) or as may be necessary to obtain regulatory approval of the transactions contemplated by this Agreement, AMB will treat as confidential any information (the "Information") related to the transactions described in this Agreement obtained from Brazos Valley. AMB will not disclose the Information to others, except AMB's employees, advisors, directors, and agents and will use the Information expressly for the purposes of evaluating the potential of consummating the transactions contemplated by this Agreement. The term "Information" does not include any information that: (i) at the time of disclosure or thereafter is generally available or known by the public; (ii) was available on a non-confidential basis from a source other than Brazos Valley; or (iii) was independently acquired or developed without violating any laws or obligations of this Agreement. The provisions of this Section 11.12(b) terminates upon the Effective Time.

Section 11.13 Third Parties. Except as expressly provided in this Agreement, this Agreement does not benefit or create any right or cause of action to any person other than parties to the Agreement.

Section 11.14 Entire Agreement. The execution of this Agreement by the parties has been induced by no representation, statements, warranties or agreements other than those herein expressed. This Agreement embodies the entire understanding of the parties, and there are no further or other agreements or understandings, written or oral, in effect between the parties relating to the subject matter of this Agreement, unless expressly incorporated by reference in this Agreement. Upon execution of this Agreement by both parties, Brazos Valley and AMB terminate the Indication of Interest dated March 10, 2011. The Confidentiality Agreement shall continue in full force and effect for the term thereof and shall not terminate in the event the Mergers are abandoned or are not consummated for whatever reason.

Section 11.15 Severability. If any portion of this Agreement is deemed by a court of competent jurisdiction to be unenforceable, the remaining portions will be valid and enforceable only if, after excluding the portion deemed to be unenforceable, the remaining terms hereof will provide for the consummation of the transactions contemplated herein in substantially the same manner as originally set forth on the date this Agreement was executed.

Section 11.16 Exhibits. The exhibits referenced in and attached to this Agreement are an integral part of this Agreement and each exhibit is applicable as if set forth in full in the text of this Agreement only with respect to the sections of this Agreement to which it is cross-referenced.

Section 11.17 Waiver and Modification. The waiver by any party of the performance of any covenant, condition or warranty contained in this Agreement does not invalidate this Agreement, nor will it be considered a waiver of any other covenant, condition or warranty. The waiver by any party of the time for performing any act will not be deemed a waiver of the time for performing any other act or an identical act required to be performed at a later time. The exercise of any remedy provided by law, or otherwise, and the provisions in this Agreement for any remedy will not exclude any other remedy unless it is expressly excluded.

Section 11.18 Significance of Headings. Section headings contained in this Agreement are solely for the purpose of aiding in speedy location of subject matter and are not to be given any weight in construing this Agreement.

Section 11.19 Governing Law and Venue. This Agreement is to be governed and construed according to the laws of the State of Texas without regard to conflicts of law. The proper venue for resolution of any dispute related to this Agreement is only in Brazos County, Texas.

Section 11.20 Section References. When this Agreement makes reference to an article, section, paragraph, clause, schedule or exhibit, that reference is to an article, section, paragraph, clause, schedule or exhibit of this Agreement unless the context clearly indicates otherwise. Whenever the words "include," "includes," or "including" are used in

this Agreement, they are deemed to be followed by the words "without limitation." Any reference to gender extends to and includes all genders.

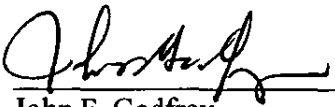
Section 11.21 Counterparts. The parties may execute this Agreement in any number of counterparts, each of which is deemed an original, but all of which together constitute one and the same instrument. This Agreement may be executed by electronic or facsimile signature.

Section 11.22 Construction. All parties have been advised to seek their own independent counsel concerning the interpretation and legal effect of this Agreement and have either obtained such counsel or have intentionally refrained from doing so and have knowingly and voluntarily waived such right. Consequently, the normal rule of construction to the effect that any drafting ambiguities are to be resolved against the drafting party will not be employed in the interpretation of this Agreement or any amendment or exhibits.


[Signature Page Follows]

By their representative's signature, the parties agree to and accept this Agreement.

BRAZOS VALLEY BANK,
NATIONAL ASSOCIATION

By: 
John F. Godfrey
President

AMERICAN MOMENTUM BANK

By: 
Sam A. Davis, II
President & Chief Operating
Officer

MERGER SUB

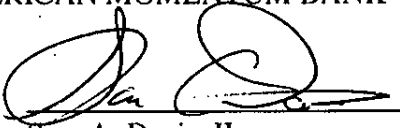
By: _____

By their representative's signature, the parties agree to and accept this Agreement.


BRAZOS VALLEY BANK,
NATIONAL ASSOCIATION

By: _____
John F. Godfrey
President

AMERICAN MOMENTUM BANK

By:  _____
Sam A. Davis, II
President & Chief Operating
Officer

MERGER SUB

By:  _____

**ARTICLES OF INCORPORATION
OF
AMERICAN MOMENTUM BANK**

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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 A

**ARTICLES OF AMENDMENT TO
THE
ARTICLES OF INCORPORATION
OF
AMERICAN MOMENTUM BANK
TAMPA, FLORIDA**

DOCUMENT NO. P06000085477

Pursuant to the provisions of Section 658.30 of the Florida Statutes and Section 607.1006 of the Florida Business Corporation Act (the "FBCA"), American Momentum Bank, a Florida state banking corporation (the "Bank"), hereby adopts the following Articles of Amendment to its Articles of Incorporation:

1. The name of the bank is American Momentum Bank and it is located in Tampa, Florida.
2. The amendment amends Article III of the Articles of Incorporation of the Bank to delete the existing preemptive rights of the shareholders of the Bank. The full text of Article III of the Articles of Incorporation of the Bank is hereby deleted in its entirety and replaced with the following:

"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."

3. The amendment hereby made to the Articles of Incorporation of the Bank was approved by a written consent executed by a majority of the shareholders of the Bank effective November 12, 2009. There is only one voting group entitled to vote on the amendment and the number of votes cast was sufficient for approval of the Articles of Amendment to the Articles of Incorporation.

4. IN WITNESS WHEREOF, the undersigned has executed these Articles of Amendment to the Articles of Incorporation of American Momentum Bank this 12th day of November 2009.

Dated: November 12, 2009.

AMERICAN MOMENTUM BANK

By: 

**Donald A. Adam, Chairman of the
Board and Chief Executive Officer**

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Approved by the Florida Office of Financial Regulation this 18th day of November,
2009.

Tallahassee, Florida

A handwritten signature in dark ink, appearing to read "Linda B. Charity", is written over a horizontal line.

Linda B. Charity
Director
Division of Financial Institutions
Florida Office of Financial Regulation