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TALLAHASSEE FLORIDA

Merger

COVER LETTER

TO: Amendment Section
Division of Corporations

SUBJECT: FNBC Financial Corporation
(Name of Surviving Corporation)

The enclosed Articles of Merger and fee are submitted for filing.

Please return all correspondence concerning this matter to following:

Greg Webb
(Contact Person)

Gerrish McCreary Smith, PC
(Firm/Company)

700 Colonial Road, Suite 200
(Address)

Memphis, TN 38117
(City/State and Zip Code)

For further information concerning this matter, please call:

Greg Webb At (901) 767-0900
(Name of Contact Person) (Area Code & Daytime Telephone Number)

☑ Certified copy (optional) $8.75 **(Please send an additional copy of your document if a certified copy is requested)**

STREET ADDRESS:
Amendment Section
Division of Corporations
Clifton Building
2661 Executive Center Circle
Tallahassee, Florida 32301

MAILING ADDRESS:
Amendment Section
Division of Corporations
P.O. Box 6327
Tallahassee, Florida 32314

ARTICLES OF MERGER

(Profit Corporations)

The following articles of merger are submitted in accordance with the Florida Business Corporation Act, pursuant to section 607.1105, Florida Statutes.

First: The name and jurisdiction of the **surviving** corporation:

Name	Jurisdiction	Document Number (If known/ applicable)
FNBC Financial Corporation	Crestview, Okaloosa County, Florida	P06000132997

Second: The name and jurisdiction of each **merging** corporation:

Name	Jurisdiction	Document Number (If known/ applicable)
FNBC Merger Corporation	Crestview, Okaloosa County, Florida	P07000086608

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Third: The Plan of Merger is attached.

Fourth: The merger shall become effective on the date the Articles of Merger are filed with the Florida Department of State.

OR ____/____/____ (Enter a specific date. NOTE: An effective date cannot be prior to the date of filing or more than 90 days after merger file date.)

Fifth: Adoption of Merger by **surviving** corporation - **(COMPLETE ONLY ONE STATEMENT)**
The Plan of Merger was adopted by the shareholders of the surviving corporation on November 8, 2007.

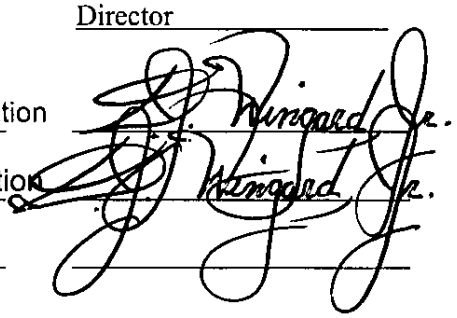
The Plan of Merger was adopted by the board of directors of the surviving corporation on _____ and shareholder approval was not required.

Sixth: Adoption of Merger by **merging** corporation(s) **(COMPLETE ONLY ONE STATEMENT)**
The Plan of Merger was adopted by the shareholders of the merging corporation(s) on November 6, 2007.

The Plan of Merger was adopted by the board of directors of the merging corporation(s) on _____ and shareholder approval was not required.

(Attach additional sheets if necessary)

Seventh: SIGNATURES FOR EACH CORPORATION

Name of Corporation	Signature of an Officer or Director	Typed or Printed Name of Individual & Title
FNBC Financial Corporation		J. D. Wingard, Jr., Chairman
FNBC Merger Corporation		J. D. Wingard, Jr., Chairman

AGREEMENT AND PLAN OF MERGER

THIS AGREEMENT AND PLAN OF MERGER (the "Merger Agreement"), is made this 12th day of September, 2007, by and between, **FNBC MERGER CORPORATION**, Crestview, Florida ("Merger Company") and **FNBC FINANCIAL CORPORATION**, Crestview, Florida ("Resulting Company");

RECITALS:

The parties acknowledge the following to be true and correct:

A. Resulting Company is a corporation duly organized and existing under the laws of the state of Florida having its principal office in the City of Crestview, Florida, with 15,000 shares of authorized common capital stock, $1.00 par value, of which, as of June 30, 2007, 9,583 shares are outstanding.

B. Merger Company is a corporation duly organized and existing under the laws of the State of Florida, having its principal office in the City of Crestview, Florida with 15,000 shares of authorized capital stock, $0.01 par value, of which, as of the date hereof, no shares are issued and outstanding.

C. A majority of the Boards of Directors of each of the Merger Company and the Resulting Company has approved this Merger Agreement, under which Merger Company shall be merged with and into the Resulting Company (the "Merger"), and has authorized the execution hereof.

D. As and when required by the provisions of this Merger Agreement, all such action as may be necessary or appropriate shall be taken by Merger Company and Resulting Company in order to consummate the Merger.

NOW, THEREFORE, in consideration of the mutual benefits to be derived from this Agreement and of the mutual covenants, agreements and other provisions herein contained, Merger Company and Resulting Company agree as follows:

ARTICLE I – THE MERGER

Section 1.1 *Merger.* Subject to the satisfaction (or lawful waiver) of all the conditions to the obligations of the parties to this Agreement, Merger Company and Resulting Company agree to effect the Merger of Merger Company with and into Resulting Company in accordance with the Florida Business Corporation Law. Resulting Company shall be the surviving corporation in the Merger (sometimes referred to herein as the "Surviving Corporation"). The Merger shall become effective upon the filing of this document with the State of Florida (the "Effective Time").

Section 1.2 *Charter and Bylaws.* The Articles of Incorporation and Bylaws, as amended, of the Resulting Company shall continue as the Articles of Incorporation and Bylaws of the Surviving Corporation except as to be subsequently amended by a Charter amendment filed and effective at approximately the same time as the Articles of Merger for the Merger approved herein.

Section 1.3 *Directors, Officers and Offices.* The directors and officers of the Resulting Company immediately prior to the Effective Time shall be the directors and officers, respectively of the Surviving Corporation after the Effective Time, to hold office until the expiration of their current terms, or their prior resignation, disqualification, removal or death. The officers of the Resulting Company immediately prior to the Effective Time shall continue as the officers of the Surviving Corporation after the Effective Time.

Section 1.4 *Succession.* All rights, franchises and interests of the Merger Company and Resulting Company in and to every type of property (real, personal and mixed) and choses in action shall be transferred to and vested in Resulting Company as the Surviving Corporation by virtue of the Merger without any deed or other transfer. The Surviving Corporation, at the Effective Time and without any order or other action on the part of any court or otherwise, shall hold and enjoy all rights of property, franchises and interests, including appointments, designations and nominations, and all other rights and interests as trustee, executor, administrator, transfer agent and

registrar of stocks and bonds, guardian of estates, assignee, receiver and in every other fiduciary capacity, and in every agency capacity, in the same manner and to the same extent any such rights, franchises and interests were held or enjoyed by Merger Company and Resulting Company at the Effective Time. At the Effective Time, Resulting Company as the Surviving Corporation shall be liable for all liabilities of Merger Company and Resulting Company and all deposits, debts, liabilities, obligations and contracts of Merger Company and Resulting Company, 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 Company and Resulting Company, including all liabilities of Merger Company and Resulting Company for taxes, whether existing at the Effective Time or arising as a result of or pursuant to the Merger, shall be those of the Surviving Corporation and shall not be released or impaired by the Merger; and all rights of creditors and other obligees and all liens on property of Merger Company and Resulting Company shall be preserved unimpaired.

Section 1.5 *Further Assurances.* From time to time, as and when required by the Surviving Corporation or by its successors and assigns, there shall be executed and delivered on behalf of Merger Company and Resulting Company such deeds and other instruments, and there shall be taken or caused to be taken by it such further and other action, as shall be appropriate or necessary in order to vest or perfect in or to confirm of record or otherwise in the Surviving Corporation the title to and possession of all the property, interests, assets, rights, privileges, immunities, powers, franchises and authority of Merger Company and Resulting Company, and otherwise to carry out the purposes of this Merger Agreement, and the officers and directors of the Surviving Corporation are fully authorized in the name and on behalf of Merger Company and Resulting Company or otherwise to take any and all such action and to execute and deliver any and all such deeds and other instruments necessary to consummate the Merger.

Section 1.6 *Purpose of the Merger.* The Merger is being undertaken to permit the Surviving Corporation, to be eligible for taxation under Subchapter "S" of the Internal Revenue Code. Accordingly, in order to assure that the Corporation may continue to be a Subchapter "S" corporation, the Amended and Restated Articles of Incorporation, as amended, of the Resulting Company contain restrictions on the transferability of stock that will be applicable to stockholders of the Surviving Corporation and stockholders of the Resulting Corporation will be required to execute a Stockholders Agreement ("Stockholders Agreement") that restricts the transfer of shares of the Resulting Corporation.

ARTICLE II -- TREATMENT OF SHARES

Section 2.1 *Treatment of Common Shares of Resulting Company.* At and as of the Effective Time, by virtue of the Merger and without any action on the part of any holder thereof, pursuant to and in accordance with the terms and provisions of this Merger Agreement:

a. All common shares of the Resulting Company held by any shareholder (1) who did not have a deposit or loan account at First National Bank of Crestview at the close of business on September 11, 2007, or (2) who is not a qualified Subchapter S stockholder under Section 1361 on November 8, 2007, or (3) does not execute the Stockholders Agreement as of November 8, 2007, or (4) does not execute Form 2553, the IRS form to elect Subchapter S status as of November 8, 2007, shall be converted into the right to receive cash equal to $2,531.00 per share; and

b. All common shares of the Resulting Company held by any shareholder (1) who did have a deposit or loan account at First National Bank of Crestview at the close of business on September 11, 2007, and (2) who qualifies as an eligible Subchapter "S" shareholder under IRC §1361 on November 8, 2007, and (3) who has executed the Stockholders Agreement, as of November 8, 2007, and (4) who has executed Form 2553, the IRS form to elect Subchapter S status as of November 8, 2007 shall continue to be held by such stockholders of Resulting Company as the outstanding shares of Resulting Company.

c. The shares of Merger Company shall be cancelled and of no further effect.

No share of Resulting Company Common Stock shall be deemed to be outstanding or to have any rights other than those set forth in this Section 2.1(b) after the Effective Time.

Section 2.2 *Procedure for Payment.* Immediately after the Effective Time, Resulting Company shall mail a Letter of Transmittal (with instructions for its use) to each record holder of outstanding shares of Resulting Company who is subject to Section 2.1a hereof for such holder to use in surrendering these certificates which represented his or her shares of Resulting Company against payment of the consideration to which that holder is entitled pursuant to Section 2.1a above. No interest will accrue or be paid to the holder of any outstanding shares of Resulting Company.

Section 2.3 *Dissenting Stockholders.* Any shareholder of the Resulting Company who perfects his or her dissenters rights all in accordance with the provisions of the Florida Business Corporation Law, and shall receive payment for his or her shares as provided by such provisions of law and such shares held by such shareholder shall be deemed to be "Dissenting Shares".

ARTICLE III – CONDITIONS PRECEDENT TO THE MERGER; TERMINATION OF THE MERGER AGREEMENT

Section 3.1 *Conditions Precedent.* The obligation of each party to consummate the Merger is subject to the satisfaction at or prior to the Effective Time of the following conditions:

a. The Merger Agreement shall have been duly approved by the Board of Directors of each of the Merger Company and the Resulting Company.

b. The Merger Agreement shall have been duly approved, as required by the Articles of Incorporation of Resulting Company and by law, by the holders of the requisite number of shares of Resulting Company Common Stock.

c. Any and all approvals or consents required from any governmental agency having jurisdiction over the parties that are required for lawful consummation of the Merger shall have been received and any waiting periods imposed by applicable law shall have expired.

d. Merger Company and Resulting Company shall have obtained all other consents, permissions and approvals and taken all action required by law or agreement, or deemed necessary by any of them, prior to the Effective Date.

Section 3.2 *Abandonment, Termination of Merger Agreement.* At any time prior to the Effective Time, this Merger Agreement may be terminated and the Merger may be abandoned at the election of the Boards of Directors of Merger Company or Resulting Company, whether before or after approval of this Merger Agreement by the stockholders of Merger Company, if such Board of Directors shall have determined that the Merger is not in the best interest of Merger Company, Resulting Company or Resulting Company's stockholders. If the Merger has not been consummated by December 31, 2007, the Merger Agreement shall be terminated, unless extended by mutual consent of the parties hereto.

ARTICLE IV – MISCELLANEOUS

Section 4.1 *Governing Law.* This Merger Agreement shall in all respects be governed by and construed in accordance with the laws the State of Florida.

Section 4.2 *Waiver.* Any of the terms or provisions of this Merger Agreement may be waived at any time by any party hereto which is, or the stockholders of which are, entitled to the benefits thereof.

Section 4.3 *Amendments.* This Merger Agreement may be amended, modified or supplemented by written agreement of Merger Company and Resulting Company at any time prior to the Effective Time, whether before or after approval of this Merger Agreement by the stockholders of Merger Company, to the extent permitted by law.

Section 4.4 *Counterparts.* This Merger Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original and such counterparts shall together constitute but one and the same instrument.

IN WITNESS WHEREOF, this Merger Agreement is hereby executed on behalf of each of Merger Company and Resulting Company by their respective officers hereunto duly authorized and by a majority of the directors of Merger Company and Resulting Company.

ATTEST:

Secretary

FNBC FINANCIAL CORPORATION

By: _____
J.D. Wingard, Jr., Chairman

ATTEST:

Secretary

FNBC MERGER CORPORATION

By: _____
J.D. Wingard, Jr., Chairman

RESTATED ARTICLES OF INCORPORATION
OF
FNBC FINANCIAL CORPORATION

I. Name. The name of this corporation shall be FNBC Financial Corporation ("Company").

II. Principal Place of Business. The Company's principal place of business shall be located at 1301 Industrial Drive, Crestview, Florida 32539. This address also shall be the Company's mailing address. The general business of the Company shall be conducted at its main office and its branches.

III. Purpose. The purpose for which the Company is organized is to serve as a bank holding company and to perform any lawful activities for a corporation under Florida law.

IV. Capital Stock. The authorized amount of capital stock of the Company shall be 15,000 shares of common stock of the par value of One Dollar ($1.00) each.

V. Registered Agent.

The name and address of the Company's initial registered agent is:

J.D. Wingard, Jr.
1301 Industrial Drive
Crestview, FL 32539

VI. Incorporator.

The name and address of the Company's incorporator is:

J.D. Wingard, Jr.
1301 Industrial Drive
Crestview, FL 32539

VII. Preemptive Rights.

(a) If the capital stock is increased by the sale of additional shares thereof, each shareholder shall be entitled to subscribe for such additional shares in proportion to the number of shares of said capital stock owned by him at the time the increase is authorized by the shareholders, unless another time subsequent to the date of the shareholders' meeting is specified in a resolution adopted by the shareholders at the time the increase is authorized. The Board of Directors shall have the power to prescribe a reasonable period of time, normally within 30 days, within which the preemptive rights to subscribe to the new shares of capital stock must be exercised.

(b) If the capital stock is increased by a stock dividend, each shareholder shall be entitled to his proportionate amount of such increase in accordance with the number of shares of capital stock owned by him at the time the increase is authorized by the shareholders, unless another time subsequent to the date of the shareholders' meeting is specified in a resolution adopted by the shareholders at the time the increase is authorized.

VIII. Shareholder Voting.

(a) Unless otherwise specified in the Articles of Incorporation or required by law, (1) all matters requiring shareholder action, including amendments to the Articles of Incorporation must be approved by shareholders owning a majority voting interest in the outstanding voting stock, and (2) each shareholder shall be entitled to one vote per share.

(b) Unless otherwise specified in the Articles of Incorporation or required by law, all shares of voting stock shall be voted together as a class, on any matters requiring shareholder approval. If a proposed amendment

would affect two or more classes or series in the same or a substantially similar way, all the classes or series so affected, must vote together as a single voting group on the proposed amendment.

IX. Record Date.

(a) Unless otherwise provided by the board of directors, the record date for determining shareholders entitled to a share dividend shall be the date authorized by the board of directors for the share dividend.

(b) Unless otherwise provided in the Bylaws, the record date for determining shareholders entitled to notice of vote and to vote at any meeting is the close of business on the date before the first notice is mailed or otherwise sent to the shareholders, provided that in no event may a record date be more than 70 days before the meeting.

X. Fractional Shares.

If a shareholder is entitled to fractional shares pursuant to preemptive rights, a stock dividend, consolidation or merger, reverse stock split or otherwise, the corporation may: (a) issue fractional shares; (b) in lieu of the issuance of fractional shares, issue scrip, or warrants entitling the holder to receive a full share upon surrendering enough scrip or warrants to equal a full share; (c) if there is an established and active market in the corporation's stock, make reasonable arrangements to allow the shareholder to realize a fair price through sale of the fraction, or purchase of the additional fraction required for a full share; (d) remit the cash equivalent of the fraction to the shareholder; or (e) sell full shares representing all the fractions at public auction or to the highest bidder after having solicited and received sealed bids from at least three licensed stock brokers; and distribute the proceeds pro rata to shareholders who otherwise would be entitled to the fractional shares. The holder of the fractional share is entitled to exercise the rights of a shareholder, including the right to vote, to receive dividends, and to participate in the assets of the corporation upon liquidation, in proportion to the fractional interest. The holder of script or warrants is not entitled to any of these rights, unless the script or warrants explicitly provide for such rights. The script or warrants may be subject to such additional conditions as: (1) that the script or warrants will become void if not exchanged for full shares before a specified date; and (2) that the shares for which the script or warrants are exchanged may be sold at the option of the corporation and the proceeds paid to script holders.

XI. Board of Directors.

(a) Number Requirements. The board of directors of this corporation shall consist of not less than five nor more than twenty-five persons, the exact number to be fixed and determined from time to time by resolution of a majority of the full board of directors or by resolution of a majority of the shareholders at any annual or special meeting thereof. Each director shall own common or preferred stock of the corporation or of a holding company owning the corporation, with either an aggregate par, fair market, or equity value of not less than $1,000. Determination of these values may be based as of either (i) the date of purchase, (ii) the date the person became a director, whichever value is greater. Any combination of common or preferred stock of the corporation or holding company may be used.

(b) Vacancy. Any vacancy in the board of directors may be filled by action of a majority of the remaining directors between meetings of shareholders. The board of directors may not increase the number of directors between meetings of shareholders to a number which (1) exceeds by more than two the number of directors last elected by shareholders when the number was 15 or less; or (2) exceeds by more than four the number of directors elected by shareholders where the number was 16 or more, but in no event shall the number of directors exceed 25.

(c) Terms of Office. Terms of directors, including directors selected to fill vacancies, shall expire at the next regular meeting of shareholders at which directors are elected, unless they resign or are removed from office. Despite the expiration of a director's term, the director shall continue to serve until his or her successor is elected and qualifies or until there is a decrease in the number of directors and his or her position is eliminated.

(d) Advisory Directors. Honorary or advisory members of the board of directors, without voting power or power of final decision in matters concerning the business of the corporation, may be appointed by

resolution of a majority of the full board of directors. Honorary or advisory directors shall not be counted to determine the number of directors of the corporation or the presence of a quorum for any board action, and shall not be required to own qualifying shares.

XII. Annual Meeting. There shall be an annual meeting of shareholders to elect directors and transact whatever other business may be brought to the meeting. It shall be held at the main office or any other convenient place the board of directors may designate, on the day of each year specified therefore in the Bylaws, or if that day falls on a legal holiday in the state in which the corporation is located, on the next following banking day. If no election is held on the day fixed or in the event of a legal holiday on the following banking day, an election may be held on any subsequent day within 60 days of the day fixed to be designated by the board of directors, or, if the directors fail to fix the day, by shareholders representing two-thirds of the shares issued and outstanding. In all cases at least 10 days advance notice of the meeting shall be given to the shareholders by first class mail.

XIII. Cumulative Voting. In all elections of directors, the number of votes cast by each common shareholder may be determined by multiplying the number of shares he or she owns by the number of directors to be elected. Those votes may be cumulated when proper notice is provided to the president as required by the Bylaws and cast for a single candidate or may be distributed among two or more candidates in the manner selected by the shareholder. If, after the first ballot, subsequent ballots are necessary to elect directors, a shareholder may not vote shares that he or she has already fully cumulated and voted in favor of a successful candidate. On all other questions, each common shareholder shall be entitled to one vote for each share of stock held by him or her. If the issuance of preferred stock with voting rights has been authorized by a vote of shareholders owning a majority of the common stock of the corporation, preferred shareholders will have cumulative voting rights and will be included within the same class as common shareholders, to elect directors.

XIV. Director Nominations. Nominations for election to the board of directors may be made by the board of directors or by any stockholder of any outstanding class of capital stock of the corporation entitled to vote for election of directors. Nominations other than those made by or on behalf of the existing management shall be made in writing and be delivered or mailed to the president of the Company no less than 14 days nor more than 50 days prior to any meeting of shareholders called for the election of directors; provided, however, that if less than 21 days notice of the meeting is given to shareholders, such nominations shall be mailed or delivered to the president of the corporation no later than the close of business on the seventh day following the day on which notice of the meeting was mailed. Such notification shall contain the following information to the extent known to the notifying shareholder:

(1) The name and address of each proposed nominee.

(2) The principal occupation of each proposed nominee.

(3) The total number of shares of capital stock of the corporation that will be voted for each proposed nominee.

(4) The name and residence address of the notifying shareholder.

(5) The number of shares of capital stock of the corporation owned by the notifying shareholder.

Nominations not made in accordance herewith may, in his/her discretion, be disregarded by the chairperson of the meeting, and the vote tellers may disregard all votes cast for each such nominee.

XV. Director Resignation or Removal. A director may resign at any time by delivering written notice to the board of directors, its chairperson, or to the corporation, which resignation shall be effective when the notice is delivered unless the notice specifies a later effective date.

A director may be removed by shareholders at a meeting called to remove him or her, when notice of the meeting states that the purpose or one of the purposes is to remove him or her, if there is a failure to fulfill one of the affirmative requirements for qualification, or for cause, provided that, however, a director may not be removed if the number of votes sufficient to elect him or her under cumulative voting is voted against his or her removal.

XVI. Officers. The board of directors shall appoint one of its members president of this Company, and one of its members chairperson of the board, and may appoint one of its members vice chairperson of the board, and shall have power to appoint one or more vice presidents, a secretary who shall keep minutes of the directors' and shareholders' meetings and be responsible for authenticating the records of the Company, and shall appoint such other officers and employees as may be required to transact the business of this corporation. A duly appointed officer may appoint one or more officers or assistant officers if authorized by the board of directors according to the Bylaws.

The board of directors shall have the power to:

(1) Define the duties of the officers, employees, and agents of the corporation.

(2) Delegate the performance of its duties, but not the responsibility for its duties, to the officers, employees, and agents of the Company.

(3) Fix the compensation and enter into employment contracts with its officers and employees upon reasonable terms and conditions consistent with applicable law.

(4) Dismiss officers and employees.

(5) Require bonds from officers and employees to fix the penalty thereof.

(6) Ratify written policies authorized by the corporation's management to committees of the board.

(7) Regulate the manner in which any increase or decrease of the capital of the corporation shall be made, provided that nothing herein shall restrict the power of shareholders to increase or decrease the capital of the corporation according to the law, and nothing shall raise or lower from two-thirds the percentage required for shareholder approval to increase or reduce the capital.

(8) Manage and administer the business affairs of the Company.

(9) Adopt initial Bylaws, not inconsistent with law or the Articles of Incorporation, for managing the business and regulating the affairs of the corporation.

(10) Amend or repeal the Bylaws, except to the extent that the Articles of Incorporation reserve this power in whole or in part to shareholders.

(11) Make contracts.

(12) Generally perform all acts that are legal for a board of directors to perform..

XVII. Corporate Existence. The corporate existence of this corporation shall continue until termination according to the laws of the State of Florida.

XVIII. Special Meetings. The board of directors of the Company, or any 5 or more shareholders owning, in the aggregate, not less than 25 percent of the stock of the corporation, may call a special meeting of shareholders at any time. Unless otherwise provided by the Bylaws or the laws of the State of Florida, or waived by shareholders, a notice of the time, place, and purpose of every annual and special meeting of the shareholders shall be given by

first-class mail, postage prepaid, mailed at least 10, and no more than 60, days prior to the date of the meeting to each shareholder of record at his/her address shown upon the books of this corporation. Unless otherwise provided by the Bylaws, any action requiring approval of shareholders must be affected at a duly called annual or special meeting.

XIX. Indemnification. The Company shall make indemnification payments to officers and directors of the Company, and may make indemnification payments to any other institution-affiliated party, as defined at 12 U.S.C. 1813(u), for an administrative proceeding or civil action initiated by any federal banking agency, that are reasonable and consistent with the requirements of 12 U.S.C. 1828(k) and the implementing regulations thereunder.

The Company shall indemnify officers and directors of the corporation, and may indemnify any other institution-affiliated party, as defined at 12 U.S.C. 1813(u), for damages and expenses, including the advancement of expenses and legal fees, in cases involving an administrative proceeding or civil action not initiated by a federal banking agency, in accordance with Section 607.0850 of the Florida Statutes, provided such payments are consistent with safe and sound banking practices.

XX. Liability. A director of the corporation shall not be personally liable for monetary damages to the corporation or any other person for any statement, vote, decision, or failure to act, regarding corporate management or policy, by a director unless:

(a) The director breached or failed to perform his or her duties as a director; and

(b) The director's breach of, or failure to perform, those duties constitutes:

1. A violation of the criminal law, unless the director had reasonable cause to believe his or her conduct was lawful or had no reasonable cause to believe his or her conduct was unlawful. A judgment or other final adjudication against a director in any criminal proceeding for a violation of the criminal law estops that director from contesting the fact that his or her breach, or failure to perform, constitutes a violation of the criminal law; but does not estop the director from establishing that he or she had reasonable cause to believe that his or her conduct was lawful or had no reasonable cause to believe that his or her conduct was unlawful;

2. A transaction from which the director derived an improper personal benefit, either directly or indirectly;

3. A circumstance under the liability provisions of Section 607.0834 of the Florida Statutes are applicable;

4. In a proceeding by or in the right of the corporation, or willful misconduct; or

5. In a proceeding by or in the right of someone other than the corporation or a shareholder, recklessness or an act or omission which was committed in bad faith or with malicious purpose or in a manner exhibiting wanton and willful disregard for human rights, safety, or property.

The provisions of the Article XX shall be interpreted pursuant to Section 607.0831 of the Florida Statutes.

XXI. Amendment. The Articles of Incorporation may be amended at any regular or special meeting of the shareholders by the affirmative vote of the holders of a majority of the stock of this corporation, unless the vote of the holders of a greater amount of stock is required by law, and in that case by the vote of the holders of such greater amount. The corporation's board of directors may propose one or more amendments to the Articles of Incorporation for submission to the shareholders.

XXII. S Corporation The corporation shall elect to be taxed under Subchapter S of the Internal Revenue Code beginning January 1, 2008. Accordingly, the stockholders of the corporation shall be subject to the following restrictions effective as of the effective date of the Amended and Restated Articles of Incorporation:

A. No stockholder shall do any act, including the sale or transfer of such stockholder's stock, which shall contravene or revoke the corporation's election to be taxed as an "S" corporation.

B. No stockholder shall transfer his or her shares (i) to a person who does not agree not to revoke the "S" corporation election, (ii) to a non-resident alien, (iii) to a trust, corporation or other organization that does not qualify to be a stockholder of a corporation electing to be taxed under Subchapter S of the Internal Revenue Code of 1986, or (iv) to two or more persons if the effect thereof will be to increase the number of stockholders to more.than the number permitted by Section 1361 of the Internal Revenue Code.

C. No transfer of shares shall be registered unless the person in whose name the shares are to be registered agrees to be subject to the restrictions of the "S" corporation election by executing the Stockholders Agreement among the Corporation and the stockholders as such agreement may be amended from time to time.

These Amended and Restated Articles of Incorporation were duly adopted in accordance with the provisions of Florida Statute 607.1006 after being proposed by the Directors and adopted by the shareholders in the manner and by the vote prescribed in Florida Statute 607.1003 and restated, integrates and further amends the Articles of Incorporation.

IN WITNESS WHEREOF, I have hereunto set my hand this 15th day of November 2007 having been named as registered agent to accept service of process for the above stated corporation at the place designated in this certificate. I am familiar with and accept the appointment as registered agent and agree to act in this capacity.

J. Wingard Jr.
Signature/Registered Agent

November 15, 2007
Date

J. Wingard Jr.
Signature/Incorporator

November 15, 2007
Date