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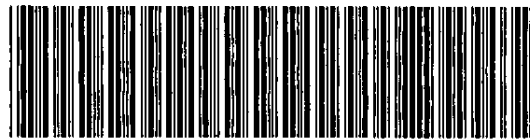
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SECRETARY  
TALLAHASSEE, FLORIDA

fm 8/12/13



August 9, 2013

*Via Federal Express*

Department of State  
Attention: Brenda Tadlock  
Division of Corporations  
2661 Executive Center Circle  
Tallahassee, FL 32301

Re: Articles of Amendment to the Articles of Incorporation of Florida Bank Group, Inc., Tampa, Florida

Dear Brenda:

Enclosed are three Articles of Amendment to the Articles of Incorporation of Florida Bank Group, Inc. As to each of the three sets, there are three manually signed originals. Please file each of the Articles of Amendment on Monday, August 12, 2013, and then return to me one set of the three certified copies of the Articles of Amendment in the enclosed Federal Express Envelope. Please send the second set of certified copies of the Articles of Amendment to Jack Greeley, using the enclosed Federal Express return envelope.

We have also enclosed a check in the amount of \$157.50 payable to the Florida Secretary of State for the filing of the three Articles of Amendment and the receipt of the certified copies.

If you have any questions regarding this filing, please call Jack Greeley at (407) 843-7300 as soon as possible.

Since we have a closing of a transaction that relies on these filings, we would appreciate it if you could have the filings performed on Monday, August 12, 2013 with the certified copies sent back to us using the enclosed Federal Express envelopes so that we have them on Tuesday, August 13, 2013. Thank you for your assistance.

Sincerely,

Florida Bank Group, Inc.

Susan Martinez  
President and Chief Executive Officer

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**ARTICLES OF AMENDMENT OF THE ARTICLES OF INCORPORATION OF  
FLORIDA BANK GROUP, INC. ESTABLISHING  
8% SERIES E NONCUMULATIVE MANDATORILY CONVERTIBLE  
NON-VOTING PERPETUAL PREFERRED STOCK**

Florida Bank Group, Inc., a corporation organized and existing under the laws of the State of Florida (the "Corporation"), in accordance with the provisions of Section 607.0602 of the Florida Business Corporation Act (the "Act"), does hereby amend its Articles of Incorporation by filing these Articles of Amendment in order to create a new series of preferred stock and, in connection therewith,

**HEREBY CERTIFIES:**

That the name of the Corporation is Florida Bank Group, Inc.

**RESOLVED**, that pursuant to the authority vested in the Board of Directors of the Company by the Articles of Incorporation, the Board of Directors does hereby provide for and authorize the issuance of 150,000 shares of the Preferred Stock, \$0.01 par value per share value, of the Company, of the presently authorized but unissued shares of Preferred Stock to be designated "8% Series E Non-Cumulative Mandatorily Convertible Non-Voting Perpetual Preferred Stock" (the "Series E Preferred Stock").

The voting powers, designations, preferences, and relative, participating, optional or other special rights of the Series E Preferred Stock authorized hereunder and the qualifications, limitations and restrictions of such preferences and rights are as follows:

*Section 1. Designation and Number of Shares.* There is hereby created out of the authorized and unissued shares of preferred stock of the Company a series of preferred stock designated as the "8% Series E Non-Cumulative Mandatorily Convertible Non-Voting Perpetual Preferred Stock" (the "Series E Preferred Stock"). The number of shares constituting such series shall be 150,000. The Series E Preferred Stock shall have \$0.01 par value per share.

*Section 2. Ranking.* The Series E Preferred Stock will, with respect to rights on liquidation, winding-up and dissolution, rank senior to the Company's common stock, including without limitation the Company's Class B Common Stock, \$0.01 par value per share, and Class B Common Stock, \$0.01 par value per share (collectively, the "Common Stock"), and the Company's Series C Preferred Stock, \$0.01 par value, and to each other class or series of capital stock outstanding or established after the Effective Date by the Company the terms of which expressly provide that it ranks junior to the Series E Preferred Stock as to rights on liquidation, winding-up and dissolution of the Company (collectively referred to as "Junior Securities") and on a parity with the Company's Series A Preferred Stock, the Company's Series B Preferred Stock, the Company's Series D Preferred Stock and each other class or series of equity securities of the Company the terms of which do not expressly provide that such class or series will

rank senior or junior to the Series E Preferred Stock as to rights on liquidation, winding-up and dissolution of the Company (collectively referred to as "Parity Securities").

*Section 3. Definitions.* Unless the context or use indicates another meaning or intent, the following terms shall have the following meanings, whether used in the singular or the plural:

- (a) "Board of Directors" means the board of directors of the Company.
- (b) "Business Day" means any day other than a Saturday, Sunday or any other day on which banks in the State of New York are generally required or authorized by law to be closed.
- (c) "Common Stock" has the meaning set forth in Section 2.
- (d) "Company" means Florida Bank Group, Inc., a Florida corporation.
- (e) "Effective Date" means the date on which shares of the Series E Preferred Stock are first issued.
- (f) "Holder" means the Person in whose name the shares of the Series E Preferred Stock are registered, which may be treated by the Company as the absolute owner of the shares of Series E Preferred Stock for the purpose of making payment and settling conversions and for all other purposes.
- (g) "Junior Securities" has the meaning set forth in Section 2.
- (h) "Liquidation Preference" with respect to each share of Series E Preferred Stock means \$310, as adjusted for any split, subdivision, combination, consolidation, recapitalization or similar event with respect to the Series E Preferred Stock.
- (i) "Parity Securities" has the meaning set forth in Section 2.
- (j) "Person" means an individual, corporation, partnership, limited liability company, trust, business trust, association, joint stock company, joint venture, sole proprietorship, unincorporated organization, governmental authority or any other form of entity not specifically listed herein.
- (k) "Preferred Stock" means any and all series of preferred stock of the Company, including the Series E Preferred Stock.
- (l) "Statement of Resolution Establishing Series" means this Statement of Resolution Establishing 8% Series E Non-Cumulative Mandatorily Convertible Non-Voting Perpetual Preferred Stock.

#### *Section 4. Dividends.*

(a) Series E Preferred Stock Dividends. Upon approval from any banking regulator to the extent required by law, Holders of Series E Preferred Stock shall be entitled to receive, if, as, and when declared by the Board of Directors or any duly authorized committee of the Board of Directors, non-cumulative dividends payable quarterly in arrears with respect to each dividend period ending on and including the last calendar day of each quarter ending March 31, June 30, September 30, and December 31, respectively (each such period, a “Dividend Period” and each such date, a “Dividend Payment Date”), at the rate per share equal to 8.0% per annum multiplied by the Liquidation Preference; provided that the initial Dividend Period will commence on the Effective Date. The record date for payment of quarterly dividends on the Series E Preferred Stock will be the 15th day of the calendar month of the applicable Dividend Payment Date, whether or not such date is a Business Day. If any Dividend Payment Date is not a Business Day, the applicable payment shall be due on the next succeeding Business Day. Dividends on the Series E Preferred Stock are non-cumulative. If the Board of Directors does not declare a dividend on the Series E Preferred Stock in respect of any dividend period, the Holders will have no right to receive any dividend for such dividend period, and the Company will have no obligation to pay a dividend for such dividend period, whether or not dividends are declared and paid for any future dividend period with respect to the Series E Preferred Stock or the Common Stock or any other class or series of the Company’s Preferred Stock.

(b) Company’s Ability to Pay Dividends in Cash or in Additional Shares of Series E Preferred Stock. Dividends shall be paid in full, in cash for each Dividend Period on the applicable Dividend Payment Date; provided, that at the Company’s option, the Company may pay all or any percentage of the dividends contemplated by paragraph (a) above in cash or additional shares of Series E Preferred Stock. The Company shall provide the Holders with at least five (5) Business Days’ notice of its election to pay all or any percentage of such dividend in shares of Series E Preferred Stock (the Company may indicate in such notice that the election contained in such notice shall continue for later periods until revised by a subsequent notice).

#### (c) Dividend Calculations.

(i) Dividends on the Series E Preferred Stock shall be calculated on the basis of a 360-day year, consisting of twelve (12), thirty (30) calendar day periods.

(ii) Except as otherwise provided herein, if at any time the Company pays dividends partially in cash and partially in shares of Series E Preferred Stock, then such payment shall be distributed ratably among the Holders of Series E Preferred Stock based upon the number of shares of Series E Preferred Stock held by each such Holder on such Dividend Payment Date.

(iii) When a dividend or part thereof is paid in additional shares of Series E Preferred Stock, such number of additional shares shall be calculated (to three

decimal places) by dividing the amount of such dividend or part thereof that would otherwise be paid in cash by the Liquidation Preference of a share of Series E Preferred Stock. For purposes of determining whether funds are legally available for any dividends pursuant to this Section 4, the assets of the Company shall, to the fullest extent permitted by law, be valued at the highest amount permissible under applicable law.

(d) Restrictions on Dividends and Distributions.

(i) No dividends or distributions shall be declared and paid or set apart for payment, and no other distribution of cash or other property may be declared and made, directly or indirectly, on or with respect to, shares of any class or series of Junior Securities (other than a distribution paid in shares of, or options, warrants or rights to subscribe for or purchase shares of, Junior Securities) or Parity Securities, subject to the immediately following paragraph in the case of Parity Securities, for any period, nor shall shares of any class or series of Junior Securities or Parity Securities be redeemed, purchased or otherwise acquired for any consideration (other than a redemption, purchase or acquisition of Common Stock made for purposes of and in compliance with requirements of any incentive, benefit or stock purchase plan of the Company), nor shall any funds be paid or made available for a sinking fund for the redemption of any such shares by the Company, directly or indirectly (except by conversion into or exchange for shares of, or options, warrants or rights to purchase or subscribe for shares of, Junior Securities, and except for purchases or exchanges pursuant to a purchase or exchange offer made on the same terms to all Holders of Preferred Stock), unless and until all shares of the Series E Preferred Stock have been converted or the foregoing restrictions have been waived by the Holders of a majority of the then-outstanding shares of Series E Preferred Stock.

(ii) When dividends are not paid (or declared and a sum sufficient for payment thereof set aside for the benefit of the Holders thereof on the applicable record date) on any Dividend Payment Date (or, in the case of Parity Securities having dividend payment dates different from the Dividend Payment Dates, on a dividend payment date falling within a Dividend Period related to such Dividend Payment Date) in full on shares of the Series E Preferred Stock and any shares of Parity Securities, all dividends declared on the Series E Preferred Stock and all such Parity Securities and payable on such Dividend Payment Date (or, in the case of Parity Securities having dividend payment dates different from the Dividend Payment Dates, on a dividend payment date falling within the Dividend Period related to such Dividend Payment Date) shall be declared *pro rata* so that the respective amounts of such dividends declared shall bear the same ratio to each other as all declared but unpaid dividends per share on the shares of the Series E Preferred Stock and all Parity Securities payable on such Dividend Payment Date (or, in the case of Parity Securities having dividend payment dates different from the Dividend Payment Dates, on a dividend payment date falling within the Dividend Period related to such Dividend Payment Date) (subject to their having been declared by the Board of Directors or a duly authorized committee of the Board of Directors out of legally available funds and including, in the case of Parity Securities that bear cumulative dividends, all accrued but unpaid dividends) bear to each other.

*Section 5. Liquidation.*

(a) Priority. Upon the voluntary or involuntary liquidation, dissolution or winding up of the Company, the Holders of the shares of the Series E Preferred Stock shall be entitled to receive out of the assets of the Company available for distribution to shareholders under applicable law, before any payment or distribution of assets shall be made on any Junior Securities, an amount equal to the Liquidation Preference per share plus any declared but unpaid dividends.

(b) Limitation on Payment. After the payment in cash to the Holders of the shares of the Series E Preferred Stock of the full preferential amounts for the shares of the Series E Preferred Stock, as set forth in Section 5(a), the Holders of the Series E Preferred Stock as such shall have no further right or claim to any of the remaining assets of the Company.

(c) Shortfall of Liquidation Proceeds. In the event the assets of the Company available for distribution to the Holders of shares of the Series E Preferred Stock upon any voluntary or involuntary liquidation, dissolution or winding up of the Company shall be insufficient to pay in full all amounts to which such Holders are entitled pursuant to Section 5(a), no distribution shall be made on account of any shares of any other Parity Securities upon such liquidation, dissolution or winding up unless proportionate amounts shall be paid on account of the shares of the Series E Preferred Stock, ratably, in proportion to the full amounts to which Holders of all Parity Securities are respectively entitled upon such dissolution, liquidation or winding up.

*Section 6. Maturity.* The Series E Preferred Stock shall be perpetual.

*Section 7. Conversion.* The Holders of the Series E Preferred Stock shall have the following rights and restrictions with respect to the conversion of the Series E Preferred Stock into shares of Class B Common Stock (the "Conversion Rights"):

(a) Mandatory Conversion. Subject to and in compliance with the provisions of this Section, upon the date and time, or the occurrence of an event, specified by vote or written consent of the Holders of more than fifty percent (50%) of the then outstanding shares of Series E Preferred Stock, all outstanding shares of Series E Preferred Stock shall automatically be converted into fully-paid and nonassessable shares of Class B Common Stock. The number of shares of Class B Common Stock to which a Holder shall be entitled upon conversion shall be the product obtained by multiplying the Series E Preferred Stock Conversion Rate then in effect by the number of shares of Series E Preferred Stock being converted.

(b) Automatic Conversion. Subject to and in compliance with the provisions of this Section, upon the fifth year (5th) anniversary of the Effective Date, all of the outstanding shares of Series E Preferred Stock (including any fraction of a share) held by Holders shall automatically convert along with the declared and unpaid dividends thereon into fully-paid and nonassessable shares of Class B Common Stock. The number of shares of Class B Common Stock to which a Holder shall be entitled upon conversion

shall be the product obtained by multiplying the Series E Preferred Stock Conversion Rate then in effect by the number of shares of Series E Preferred Stock being converted.

(c) Series E Preferred Stock Conversion Rate. The conversion rate in effect at any time for conversion of the Series E Preferred Stock (the "Series E Preferred Stock Conversion Rate") shall be the quotient obtained by dividing the Liquidation Preference by the Series E Preferred Stock Conversion Price.

(d) Series E Preferred Stock Conversion Price. The conversion price for the Series E Preferred Stock shall initially be \$0.10 per share (the "Series E Preferred Stock Conversion Price"). Such initial Series E Preferred Stock Conversion Price shall be adjusted from time to time in accordance with this Section. All references to the Series E Preferred Stock Conversion Price herein shall mean the Series E Preferred Stock Conversion Price as so adjusted.

(e) Mechanics of Conversion. Each Holder who desires to convert the same into shares of Class B Common Stock pursuant to this Section shall surrender the certificate or certificates therefor, duly endorsed, at the office of the Company or any transfer agent for the Series E Preferred Stock, and shall give written notice to the Company at such office that such Holder elects to convert the same. Such notice shall state the number of shares of Series E Preferred Stock being converted. Thereupon, the Company shall promptly issue and deliver at such office to such Holder a certificate or certificates for the number of shares of Class B Common Stock to which such Holder is entitled and shall promptly pay in cash (at the Class B Common Stock's fair market value determined by the Board of Directors as of the date of conversion) the value of any fractional share of Class B Common Stock otherwise issuable to any Holder. Such conversion shall be deemed to have been made at the close of business on the date of such surrender of the certificates representing the shares of Series E Preferred Stock to be converted, and the person entitled to receive the shares of Class B Common Stock issuable upon such conversion shall be treated for all purposes as the record holder of such shares of Class B Common Stock on such date.

(f) Adjustment for Stock Splits and Combinations. If at any time or from time to time on or after the Effective Date the Company effects a subdivision of the outstanding Common Stock, the Series E Preferred Stock Conversion Price in effect immediately before that subdivision shall be proportionately decreased. Conversely, if at any time or from time to time after the Effective Date the Company combines the outstanding shares of Common Stock into a smaller number of shares, the Series E Preferred Stock Conversion Price in effect immediately before the combination shall be proportionately increased. Any adjustment under this Section shall become effective at the close of business on the date the subdivision or combination becomes effective.

(g) Adjustment for Common Stock Dividends and Distributions. If at any time or from time to time on or after the Effective Date the Company pays to holders of Common Stock a dividend or other distribution in additional shares of Common Stock, the Series E Preferred Stock Conversion Price then in effect shall be decreased as of the time of such issuance, as provided below:



(i) The Series E Preferred Stock Conversion Price shall be adjusted by multiplying the Series E Preferred Stock Conversion Price then in effect by a fraction equal to:

(A) the numerator of which is the total number of shares of Common Stock issued and outstanding immediately prior to the time of such issuance, and

(B) the denominator of which is the total number of shares of Common Stock issued and outstanding immediately prior to the time of such issuance plus the number of shares of Common Stock issuable in payment of such dividend or distribution;

(ii) If the Company fixes a record date to determine which holders of Common Stock are entitled to receive such dividend or other distribution, the Series E Preferred Stock Conversion Price shall be fixed as of the close of business on such record date and the number of shares of Common Stock shall be calculated immediately prior to the close of business on such record date; and

(iii) If such record date is fixed and such dividend is not fully paid or if such distribution is not fully made on the date fixed therefor, the Series E Preferred Stock Conversion Price shall be recomputed accordingly as of the close of business on such record date and thereafter the Series E Preferred Stock Conversion Price shall be adjusted pursuant to this Section 7(g) to reflect the actual payment of such dividend or distribution.

(h) Adjustment for Reclassification, Exchange, Substitution, Reorganization, Merger or Consolidation. If at any time or from time to time on or after the Effective Date the Class B Common Stock issuable upon the conversion of the Series E Preferred Stock is changed into the same or a different number of shares of any class or classes of stock, whether by recapitalization, reclassification, merger, consolidation or otherwise, in any such event each Holder shall then have the right to convert Series E Preferred Stock into the kind and amount of stock and other securities and property receivable upon such recapitalization, reclassification, merger, consolidation or other change by holders of the maximum number of shares of Class B Common Stock into which such shares of Convertible Preferred Shares could have been converted immediately prior to such recapitalization, reclassification, merger, consolidation or change, all subject to further adjustment as provided herein or with respect to such other securities or property by the terms thereof. In any such case, appropriate adjustment shall be made in the application of the provisions of this Section with respect to the rights of the Holders after the capital reorganization to the end that the provisions of this Section (including adjustment of the Series E Preferred Stock Conversion Price then in effect and the number of shares issuable upon conversion of the Series E Preferred Stock) shall be applicable after that event and be as nearly equivalent as practicable.

(i) Certificate of Adjustment. In each case of an adjustment or readjustment of the Series E Preferred Stock Conversion Price for the number of shares

of Class B Common Stock or other securities issuable upon conversion of the Series E Preferred Stock, if the Series E Preferred Stock is then convertible pursuant to this Section, the Company, at its expense, shall compute such adjustment or readjustment in accordance with the provisions hereof and shall, upon request, prepare a certificate showing such adjustment or readjustment, and shall mail such certificate, by first class mail, postage prepaid, to each registered Holder so requesting at the Holder's address as shown in the Company's books. Failure to request or provide such notice shall have no effect on any such adjustment.

(j) Notices of Record Date. Upon (i) any taking by the Company of a record of the holders of any class of securities for the purpose of determining the holders thereof who are entitled to receive any dividend, distribution or other right, or (ii) any reclassification or recapitalization of the capital stock of the Company, any merger or consolidation of the Company with or into any other corporation, or any voluntary or involuntary dissolution, liquidation or winding up of the Company, the Company shall mail to each Holder at least thirty (30) days prior to (x) the record date, if any, specified therein; or (y) if no record date is specified, the date upon which such action is to take effect (or, in either case, such shorter period approved by the Holders of a majority of the outstanding Series E Preferred Stock) a notice specifying (A) the date on which any such record is to be taken for the purpose of such dividend or distribution and a description of such dividend or distribution, (B) the date on which any such reorganization, reclassification, transfer, consolidation, merger, dissolution, liquidation or winding up is expected to become effective, and (C) the date, if any, that is to be fixed as to when the holders of record of Class B Common Stock (or other securities) shall be entitled to exchange their shares of Class B Common Stock (or other securities) for securities or other property deliverable upon such reorganization, reclassification, transfer, consolidation, merger, dissolution, liquidation or winding up.

(k) Fractional Shares. No fractional shares of Class B Common Stock shall be issued upon conversion of Series E Preferred Stock. All shares of Common Stock (including fractions thereof) issuable upon conversion of more than one share of Series E Preferred Stock by a Holder thereof shall be aggregated for purposes of determining whether the conversion would result in the issuance of any fractional share. If, after the aforementioned aggregation, the conversion would result in the issuance of any fractional share, the Company shall, in lieu of issuing any fractional share, pay cash equal to the product of such fraction multiplied by the fair market value of one share of Class B Common Stock (as determined by the Board of Directors) on the date of conversion.

(l) Reservation of Stock Issuable Upon Conversion. The Company shall at all times reserve and keep available out of its authorized but unissued shares of Class B Common Stock, solely for the purpose of effecting the conversion of the shares of the Series E Preferred Stock, such number of its shares of Class B Common Stock as shall from time to time be sufficient to effect the conversion of all outstanding shares of the Series E Preferred Stock. If at any time the number of authorized but unissued shares of Common Stock shall not be sufficient to effect the conversion of all then outstanding shares of the Series E Preferred Stock, the Company will take such corporate action as

may be necessary to increase its authorized but unissued shares of Class B Common Stock to such number of shares as shall be sufficient for such purpose.

(m) Notices. Any notice required by the provisions of this Section shall be in writing and shall be deemed effectively given: (i) upon personal delivery to the party to be notified, (ii) when sent by confirmed electronic mail or facsimile if sent during normal business hours of the recipient; if not, then on the next Business Day, (iii) three (3) days after having been sent by registered or certified mail, return receipt requested, postage prepaid, or (iv) one day after deposit with a nationally recognized overnight courier, specifying next day delivery, with verification of receipt. All notices shall be addressed to each Holder of record at the address of such Holder appearing on the books of the Company.

#### *Section 8. Voting Rights.*

(a) Holders of shares of the Series E Preferred Stock shall have the right to vote, as a class, as a condition to the creation by the Company of any class or series of equity securities, or any warrants, options or other rights convertible or exchangeable into any class or series of equity securities of the Company, ranking senior to the Series E Preferred Stock as to rights upon liquidation, and the creation of any such class or series shall require the affirmative vote or consent of not less than a majority of the outstanding shares of Series E Preferred Stock. Notwithstanding the foregoing, the Holders of shares of Series E Preferred Stock shall not have any right to vote on any transaction involving an exchange by the Company of any debt securities for equity securities or the creation of any Junior Securities or Parity Securities. Except as otherwise provided in this Section 8 or as required by law, the shares of the Series E Preferred Stock shall not have any voting powers, either general or special.

(b) If the Board of Governors of the Federal Reserve System determines that the Series E Preferred Stock is classified as "voting stock" for the purposes of the Bank Holding Company Act of 1956, as amended, the Holders and the Company will make such reasonable modifications to this Statement of Resolution Establishing Series so that the Series E Preferred Stock is no longer considered "voting stock."

#### *Section 9. Change of Control Events.*

(a) In the event that there are shares of Series E Preferred Stock still outstanding and any of the following occurs:

- (i) a sale by the Company of substantially all of its assets,
- (ii) a sale by the Company's banking subsidiary, Florida Bank ("Florida Bank"), of substantially all of its assets or a transfer of substantially all of its deposits,
- (iii) a transaction or series of transactions in which a person or group of persons (as defined in Rule 13d-5(b)(1) of the Securities and Exchange Act of

1934, as amended (the "Exchange Act"), acquires beneficial ownership (as determined in accordance with Rule 13d-3 of the Exchange Act) of more than fifty percent (50%) of the voting capital stock of the Company or Florida Bank,

(iv) a consolidation, merger or similar transaction with or into any other corporation or other entity or person, or any other corporate reorganization in which the shareholders of the Company or Florida Bank, as applicable, immediately prior to the transaction hold less than a seventy-five percent (75%) of the voting capital stock of the Company or Florida Bank, as applicable, or survivor to the merger or other transaction after the transaction,

then any such event specified in this Section 9(a) shall be considered a "Change of Control Event".

(b) In the event of a Change of Control Event in which the Company is the survivor or resulting entity, then each share of such Holder's Series E Preferred Stock outstanding immediately prior to such Change of Control Event shall remain outstanding. In the event of a Change of Control Event in which the Company is not the survivor or resulting entity, each Holder, unless the Series D Preferred Stock is converted pursuant to Section 7(a), shall receive cash in the amount of the Liquidation Preference for each share of Series E Preferred Stock then-outstanding and held by such Holder plus any declared but unpaid dividends.

(c) The Company shall not enter into any agreement for a transaction constituting a Change of Control Event unless such agreement provides for or does not interfere with or prevent (as applicable) treatment of the Series E Preferred Stock in a manner that is consistent with and gives effect to this Section 9.

*Section 10. Replacement Certificates.* The Company shall replace any mutilated certificate at the Holder's expense upon surrender of that certificate to the Company. The Company shall replace certificates that become destroyed, stolen or lost at the Holder's expense upon delivery to the Company of satisfactory evidence that the certificate has been destroyed, stolen or lost.

*Section 11. Transferability.* The Series E Preferred Stock shall be transferable only through one or more of the following alternatives: (i) to an affiliate of the Holder or to the Company; (ii) in a widespread public distribution; (iii) in transfers in which no transferee (or group of associated transferees) would receive an amount of Series E Preferred Stock that ultimately would be convertible into 2 percent or more of any class of voting securities of the Company; or (iv) to a transferee that would control more than 50 percent of the voting securities of the Company without any transfer from the Holder.

*Section 12. Miscellaneous.* All notices referred to herein shall be in writing, and, unless otherwise specified herein, all notices hereunder shall be deemed to have been given upon the earlier of receipt thereof or three Business Days after the mailing thereof if sent by registered or certified mail (unless first-class mail shall be

specifically permitted for such notice under the terms of this Statement of Resolution Establishing series) with postage prepaid, addressed: (i) if to the Company, to its office at 201 North Franklin Street, Suite 100, Tampa, Florida 33602, Attention: Chief Executive Officer or (ii) if to any Holder, to such Holder at the address of such Holder as listed in the stock record books of the Company, or (iii) to such other address as the Company or any such Holder, as the case may be, shall have designated by notice similarly given.

**RESOLVED**, that all actions taken by the officers and directors of the Company or any of them in connection with the foregoing resolutions through the date hereof be, and they hereby are, ratified and approved.

#### **CERTIFICATE**

The undersigned, being the duly elected and incumbent President and Chief Executive Officer of Florida Bank Group, Inc. (the "Corporation"), a corporation organized under the laws of the State of Florida, does hereby certify that the foregoing Articles of Amendment were duly adopted by the Board of Directors on July 25, 2013 without shareholder approval and continue in full force and effect as of the date of this Certificate without alteration or modification and that shareholder approval of the foregoing Articles of Amendment was not required.

IN WITNESS WHEREOF, the undersigned has hereunto affixed his signature effective the 9<sup>th</sup> day of August, 2013.

**FLORIDA BANK GROUP, INC.**

By: 

Susan Martinez

As its: President and Chief Executive Officer