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DEPARTMENT OF STATE
DIVISION OF CORPORATIONS
TALLAHASSEE, FLORIDA

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SECRETARY OF STATE
TALLAHASSEE, FLORIDA

Amend
C.COULLIETTE

SEP - 7 2011

EXAMINER

Iger & Dougherty PA.
Requester's Name
2457 Care Drive
Address
Tallahassee FL 878-2411
City/State/Zip Phone #

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CORPORATION NAME(S) & DOCUMENT NUMBER(S), (if known):

1. Florida Business Bancgroup Inc. PA8000044792
(Corporation Name) (Document #)
2. _____
(Corporation Name) (Document #)
3. _____
(Corporation Name) (Document #)
4. _____
(Corporation Name) (Document #)

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NEW FILINGS

- ☐ Profit
☐ Not for Profit
☐ Limited Liability
☐ Domestication
☐ Other

OTHER FILINGS

- ☐ Annual Report
☐ Fictitious Name

AMENDMENTS

- ☒ Amendment
☐ Resignation of R.A., Officer/Director
☐ Change of Registered Agent
☐ Dissolution/Withdrawal
☐ Merger

REGISTRATION/QUALIFICATION

- ☐ Foreign
☐ Limited Partnership
☐ Reinstatement
☐ Trademark
☐ Other

need
asap.
Please
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Examiner's Initials

**ARTICLE OF AMENDMENT TO
ARTICLES OF INCORPORATION OF
FLORIDA BUSINESS BANCGROUP, INC.**

Pursuant to the provisions of Section 607.1001, 607.1003, 607.1004 and 607.1006, Florida Statutes, Florida Business BancGroup, Inc. adopts the following Article of Amendment to its Articles of Incorporation:

Amendment adopted:

Article VII of the Articles of Incorporation of Florida Business BancGroup, Inc. is hereby amended to read in its entirety as follows:

ARTICLE VII – INDEMNIFICATION.

Section 1 – Mandatory Indemnification: The Corporation shall indemnify any person made a party to an action, suit or proceeding:

(a) by, or in the right of, the Corporation to procure a judgment in its favor by reason of such person being or having been: (i) a director, officer, employee or agent of the Corporation; (ii) a director, officer, employee or agent of any other corporation, firm, association or entity which such person served as such at the request of the Corporation, including a subsidiary of the Corporation (but only if such indemnification is approved in writing by the Chief Executive Officer of the Corporation); or (iii) a trustee of any employee benefit plan or trust or other program sponsored by the Corporation or any subsidiary of the Corporation, in each case, against the reasonable expenses, including attorneys' fees, incurred by such person in connection with the defense or settlement of such action, or in connection with an appeal therein; provided that indemnification is limited to instances where the Board of Directors, by a majority vote of a quorum consisting only of directors not a party to such proceeding, determines, the person to be indemnified acted in good faith and in a manner he or she reasonably believed to be in, or not opposed to, the best interest of the Corporation with no reasonable belief to believe his or her action was unlawful. Additionally, in any case where such person is adjudged in a final adjudication to have been guilty of, or liable for, conduct as to which, as a matter of law, no such indemnification may be made; and

(b) other than one by or in the right of the Corporation to procure a judgment in its favor, whether civil or criminal, brought to impose a liability or penalty on such person for an act alleged to have been committed by such person in his or her capacity as: (i) a director, officer, employee or agent of the Corporation; (ii) a director, officer, employee or agent of any other corporation, firm, association or entity which such person served as such at the request of the Corporation, including a subsidiary of the Corporation (but only if such indemnification is approved in writing by the Chief Executive Officer of the Corporation); or (iii) a trustee of any employee benefit plan or trust or other program sponsored by the Corporation or any subsidiary of the Corporation, in each case, against judgments, fines, amounts paid in settlement and reasonable expenses, including attorneys' fees, incurred as a result of such action, suit or proceeding, or any appeal therein, unless the Board of Directors, by a majority vote of a quorum consisting of only directors not a party to such proceeding, determines that such person did not act in good faith and with the reasonable belief that such action was in the best interest of the Corporation. The termination of any such civil or criminal action, suit or proceeding by

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judgment, settlement, conviction or upon a plea of nolo contendere shall not in itself disqualify such person from indemnification except in any case where such person is adjudged in a final adjudication to have been guilty of, or liable for, conduct as to which, as a matter of law, no such indemnification may be made.

Section 2 – Prohibited Indemnification: The Corporation shall not indemnify any person, if a judgment or other final adjudication established that his or her actions or omissions were material to a cause of action and constitute:

(a) a violation of a criminal law, unless the person had reasonable cause to believe his or her conduct was lawful or had no reasonable cause to believe his or her conduct was unlawful;

(b) a transaction from which the person derived improper personal benefit;

(c) in the case of a director, a circumstance under which the liability provisions of Florida law governing unlawful distributions or dividends is triggered; or

(d) willful misconduct or a conscious disregard for the best interests of the Corporation in a proceeding by or in the right of the Corporation to procure a judgment in its favor or in a proceeding by or in the right of a shareholder.

Section 3 – Permitted Indemnification: The Corporation may indemnify a director, officer, employee or agent of the Corporation or of any other corporation, firm, association or entity which such person served as such at the request of the Corporation, including a subsidiary of the Corporation, if the Board of Directors, by a majority vote of a quorum consisting only of directors not a party to such proceeding, determines that the person seeking indemnification:

(a) acted in good faith;

(b) acted in a manner reasonably believed to be in the best interest of the corporation; and

(c) with respect to a criminal action, he or she had no reason to believe his or her conduct was unlawful.

Section 4 – Limitations on Indemnification Relative to the Securities Act of 1933, as Amended: Insofar as indemnification for liabilities arising under the Securities Act of 1933, as amended, may be offered to directors, officers and controlling persons of the Corporation, the Corporation has been advised that in the opinion of the Securities and Exchange Commission such indemnification is against public policy as expressed in the Securities Act of 1933, as amended, and is, therefore, unenforceable. In the event that a claim for indemnification against such liabilities (other than the payment by the Corporation of expenses incurred or paid by a director, officer or controlling person of the Corporation in the successful defense of any action, suit or proceeding) is asserted by such director, officer or controlling person in connection with the securities being registered, the Corporation undertakes, unless in the opinion of its counsel the matter has been settled by controlling precedent, to submit to a court of appropriate jurisdiction the question whether such indemnification by it is against public policy as expressed in the Securities Act of 1933, as amended, and agrees to be governed by the final adjudication of such issue.

Section 5 – Indemnification Agreements: The Corporation may enter into indemnification agreements with directors, officers, employees of the Corporation or of any other corporation, firm, association or entity which such person served as such at the request of the Corporation, including a subsidiary of the Corporation which may provide for further or expanded indemnification rights or otherwise modify the rights provided hereunder.

Section 6 – Advancement of Expenses: The Corporation:

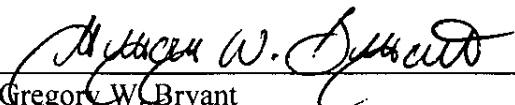
(a) may elect to advance payments of expenses, including attorneys' fees to any person who may be entitled to indemnification hereunder during the pendency of any claim, action or proceeding; provided such advancement is made after a determination by either the Board of Directors, by a majority vote of a quorum consisting only of directors not a party to such proceeding, or by independent legal counsel, that such an advancement is proper and in the Corporation's best interest and provided any person seeking advancement of expenses agrees in writing to reimburse the Corporation for such expenses if that person is ultimately determined not to be entitled to indemnification from the Corporation; and

(b) in any instance where more than one person may be entitled to advancement of attorneys' fees hereunder, shall select one attorney to serve as attorney for all such persons, unless, in the opinion of the attorney selected by the Corporation, a conflict of interest exists which would prevent representation by that attorney of one or more persons. Notwithstanding the foregoing provision, any person may at any time decide to be represented by an attorney of his choosing, at his or her own expense.

The foregoing Amendment was adopted by affirmative vote of the single class of shareholders entitled to vote on such amendment of Florida Business BancGroup, Inc. at a meeting held on April 28, 2011.

IN WITNESS WHEREOF, the undersigned authorized officer of Florida Business BancGroup, Inc. executed this Article of Amendment as of this 28th day of April, 2011.

FLORIDA BUSINESS BANCGROUP, INC.



Gregory W. Bryant
President