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*Share Exchange
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From:

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MERGER OR SHARE EXCHANGE

Transatlantic Holding Corp.

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SECRETARY OF STATE
TALLAHASSEE, FLORIDA

**ARTICLES OF SHARE EXCHANGE
OF
TRANSATLANTIC HOLDING CORP.
(a Florida corporation)
AND
TRANSATLANTIC BANK
(a Florida banking corporation)**

The following Articles of Share Exchange are submitted in accordance with the Florida Business Corporation Act, pursuant to Section 607.1105, F.S.

FIRST: The names of the corporations proposing to exchange shares are TransAtlantic Holding Corp., a Florida corporation, and TransAtlantic Bank, a Florida banking corporation.

SECOND: The name of the acquiring corporation is TransAtlantic Holding Corp., a Florida corporation (the "Company").

THIRD: The Agreement and Plan of Share Exchange is attached hereto as Annex A.

FOURTH: The share exchange shall become effective on the date the Articles of Share Exchange are filed with the Florida Department of State.

FIFTH: The Agreement and Plan of Share Exchange was adopted by written consent of the board of directors and shareholders of the Company as of August 20, 2004.

SIXTH: The Agreement and Plan of Share Exchange was adopted at a regular meeting of the board of directors and a special meeting of the shareholders of the TransAtlantic Bank as of August 20, 2004.

These Articles of Share Exchange may be executed in one or more counterparts, each of which shall constitute an original and all of which when together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the undersigned have executed these Articles of Share Exchange as of this 16th day of December, 2006.

TRANSATLANTIC HOLDING CO.

By: 

Name: Julian L. Mett
Title: President.

TRANSATLANTIC BANK

By: 

Name: William Lopez
Title: Chairman & CEO

**AGREEMENT AND
PLAN OF SHARE EXCHANGE
OF
TRANSATLANTIC HOLDING CORP.
(a Florida corporation)
AND
TRANSATLANTIC BANK
(a Florida banking corporation)**

The following Agreement and Plan of Share Exchange is submitted in compliance with Section 607.1102, F.S.

FIRST: The names of the corporations proposing to exchange shares are TransAtlantic Holding Corp., a Florida corporation, and TransAtlantic Bank, a Florida banking corporation.

SECOND: The name of the corporation acquiring shares is TransAtlantic Holding Corp., a Florida corporation (the "Company").

THIRD: The name of the corporation, the shares of which are being acquired is TransAtlantic Bank, a Florida banking corporation ("Bank").

FOURTH: The manner and basis of exchanging the shares to be acquired for shares, obligations, or other securities of Bank or any other corporation or, in whole or in part, into cash or other property and the manner and basis of exchanging rights to acquire shares of the Company or other property of the Company into rights to acquire shares, obligations, or other securities of the surviving or any other corporation or, in whole or in part, shares of common stock of the Company ("Company Common Stock") are as follows:

1. At the effective time (the "Effective Time") of the share exchange (the "Reorganization"), each share of common stock of Bank ("Bank Common Stock") issued and outstanding as of the Effective Time shall be exchanged for one (1) share of common stock the Company.
2. At the Effective Time, all the issued and outstanding capital stock of Bank shall be owned by the Company, making Bank a wholly-owned subsidiary of the Company.

3. Each holder of record at the Effective Time shall be entitled, upon surrender to the Company or its transfer agent of the certificate for his or her shares of Bank Common Stock for cancellation, to receive a certificate or certificates representing the number of shares of Company Common Stock for which the holder's shares of Bank Common Stock shall have been exchanged. Until each certificate which represented issued and outstanding shares of Bank Common Stock which were converted at the Effective Time into the right to receive shares of Company Common Stock is submitted for exchange such certificate will be deemed for all corporate purposes, to evidence the ownership of the number of shares of Company Common Stock into which the holder's shares shall have been converted in the Reorganization.

FIFTH: In addition to the approval of this Agreement and Plan of Share Exchange by the boards of directors and the shareholders of the Company and the Bank, the obligations of the Bank and the Company to consummate the Reorganization are subject to the satisfaction or waiver of certain conditions, including:

1. the receipt of the approval of the Reorganization by all necessary federal and state regulators without conditions that would, in the judgment of the boards of directors of the Company and the Bank, prevent realization of the principal benefits of the Reorganization; or
2. the absence of any action or proceeding instituted or threatened in any court or by or before any governmental agency with respect to the Reorganization that, in the judgment of the respective board of directors of the Bank or the Company, may have a material adverse effect on the realization of the contemplated benefits of the Reorganization to the Bank or the Company; or
3. the non-occurrence of (i) any general suspension of, shortening of hours for, or limitation on prices for, trading in securities on the New York Stock Exchange or the American Stock Exchange or in the over-the-counter market (whether or not mandatory), (ii) a declaration of a banking moratorium or any suspension of payments in respect of financial institutions by federal or state authorities in the United States (whether or not mandatory), (iii) commencement of a war, armed hostilities, terrorist attack or other international or national crisis directly or indirectly involving the United States, (iv) any limitation (whether or not mandatory) by any governmental authority on, or other event having a reasonable likelihood of affecting, the extension of credit by financial institutions in the

United States, (v) any significant adverse change in the United States securities or financial markets generally, or (vi) in the case of the foregoing conditions existing at the time of the special meeting of the shareholders of Bank, a material acceleration or worsening thereof; or

4. the non-occurrence of any proposal, adoption or enactment of any law, statute, rule or regulation, or the establishment of any regulatory policy or issuance of any determination, that, in the judgment of the respective board of directors of the Company or Bank, may materially impair the ability of the Company or the Bank to proceed with the Reorganization or materially impair the contemplated benefits of the Reorganization to the Bank or the Company; or
5. the non-receipt of written notice from holders representing more than [5%] of the total issued and outstanding shares of Bank Common Stock of their intent to exercise their dissenters' rights in accordance with the requirements of the Florida Business Corporation Law.

The foregoing conditions may be asserted by the Bank or the Company regardless of the circumstances giving rise to such conditions, or, except as to required regulatory approval, may be waived by the Bank and the Company in whole or in part at any time and from time to time in its sole discretion, to the extent and in the manner legally permissible. Any determination by the Bank or the Company concerning the events described above will be final and binding upon all parties.

SIXTH: This Agreement and Plan of Share Exchange may be amended at any time prior to the Effective Time, whether before or after the approval of this Agreement and Plan Exchange by the shareholders of the Bank and be terminated by the parties any time prior to the Effective Time, by a written instrument executed on behalf of the parties by their duly authorized officers given by either the Bank or the Company to the other party. Upon termination as provided herein, this Agreement and Plan of Share Exchange shall be void and of no further effect and there shall be no liability by reason of this Agreement and Plan of Share Exchange or termination thereof on the part of the Company, the Bank or the respective shareholders, directors, officers, employees or agents or any of them.

SEVENTH: This Agreement and Plan of Share Exchange may be executed in one or more counterparts, each of which shall constitute an original and all of which, when taken together shall constitute one and the same agreement.

IN WITNESS WHEREOF, the parties have caused this Agreement and Plan of Share Exchange to be executed by their respective officers as of this 16th day of December, 2006.

TRANSATLANTIC HOLDING CO.

By: 

Name: Julia L. Men
Title: President

TRANSATLANTIC BANK

By: 

Name: Chairman
Title: Chairman & CEO