

**GREAT FLORIDA BANK**  
**15050 NW 79th Court**  
**Miami Lakes, Florida 33016**  
**(305) 514-6921**

**SUBSCRIPTION AGREEMENT**  
**PREFERRED STOCK**

The undersigned hereby agrees to purchase from Great Florida Bank the amount set forth at the end of this Subscription Agreement of preferred stock (the “Shares”) offered by Great Florida Bank (the “Bank”). Execution of this Subscription Agreement by the undersigned constitutes an offer to purchase the amount of Shares indicated at the end of this Subscription Agreement on the terms and conditions specified herein. The Bank will have the right in its sole and absolute discretion to accept or reject such offer in whole or in part. The undersigned encloses herewith a check or checks payable to “Great Florida Bank” in an amount equal to the principal amount of the Shares subscribed. The amounts payable by check or wire transfer are referred to in this Subscription Agreement as the “Subscription Funds.”

**The Shares are not deposits and are not insured by the FDIC or any other agency, and are subject to investment risks, including the possible loss of investment. The Shares are subordinate to the claims of depositors and other creditors.**

If the Bank elects to close on the sale of such Shares, the undersigned understands that the Subscriber’s Subscription Funds will be accepted by Bank in payment of the Subscriber’s required subscription payment. If the offering of Shares terminates for any reason, the Subscription Funds will be refunded without interest or deduction. As soon as practicable after the sale of the Shares, the Shares registered in the name of the undersigned, together with a copy of the Subscription Agreement executed by the Bank, will be delivered to the undersigned at the address set forth at the end of this Subscription Agreement.

1. Representations and Warranties. The undersigned represents, warrants and agrees as follows

**(PLEASE READ CAREFULLY):**

(a) The undersigned has received, has carefully read and is familiar with the Offering Circular (the “Offering Circular”) of the Bank distributed in connection with the offering of the Shares. The terms of such Offering Circular are made a part hereof as if set forth herein.

(b) The undersigned has such knowledge and experience in financial and business matters to enable the undersigned to evaluate the risks and merits of an investment in the Shares, and the tax consequences associated therewith, and to make an informed decision with respect thereto.

2. General.

(a) The undersigned will not transfer or assign this Subscription Agreement, or any of the undersigned’s interest herein.

(b) This Subscription Agreement is irrevocable (except for withdrawal rights under applicable state securities laws), shall survive the death or disability of the undersigned and shall be binding upon the undersigned's heirs, executors, administrators, successors and assigns.

(c) This Subscription Agreement constitutes the entire agreement among the parties hereto with respect to the subject matter hereof and may be amended only by a writing executed by all parties.

(d) This Subscription Agreement shall be enforced, governed and construed in all respects in accordance with the laws of the State of Florida.

3. Indemnification. The undersigned understands the consequences of the agreements, representations and warranties set forth in this Subscription Agreement, and shall indemnify and hold harmless, on demand, the Bank and its respective officers, directors, affiliates, agents, and employees from and against all claims, allegations, damages, losses, costs and expenses (including reasonable attorneys' fees) which they may incur, directly or indirectly, by reason of the failure of the undersigned to fulfill any of the terms or conditions of this Subscription Agreement, or the misrepresentation or inaccuracy of any of the representations and warranties made by the undersigned herein, or in any document provided by the undersigned to the Bank.

4. Gender. For all purposes of this Subscription Agreement, all pronouns shall be deemed to include the masculine, feminine, and neuter pronoun, as the identity of the undersigned person may require.

5. Counterparts. This Subscription Agreement may be executed in counterparts, all of which shall be deemed to be duplicate originals.

**SHARES SUBSCRIBED; PAYMENT**

**STEP ONE: SHARES SUBSCRIBED:** The undersigned hereby subscribes for the following number of shares of the Bank's preferred stock: \_\_\_\_\_ shares

**STEP TWO: AMOUNT OF PAYMENT:** The undersigned encloses herewith a check payable to "Great Florida Bank" or wire transfer in the following amount (number of shares subscribed for multiplied by \$1,000 per share equals amount of payment):

\$ \_\_\_\_\_

**STEP THREE: FORM OF PAYMENT:** The form of payment enclosed is indicated by the box checked below:

- Uncertified Check                       Certified or Cashier's Check                       Wire Transfer

**STEP FOUR: TYPE OF OWNERSHIP:** The form of ownership of the preferred stock by the Subscriber is indicated by the box checked below:

- Subscribing Individually
- Subscribing as Joint Tenants with Right of Survivorship (each joint tenant must then sign)
- Subscribing as Tenants in Common (with no right of Survivorship - each tenant in common must then sign)
- Subscribing as a Corporation, Partnership or Trust

**STEP FIVE: SIGNATURE:** IN WITNESS WHEREOF, the undersigned has executed this Subscription Agreement on this \_\_\_\_\_ day of \_\_\_\_\_, 2010. (Please sign in exact name(s) of Subscriber(s). If subscribing as Joint Tenants with Right of Survivorship or Tenants in Common, all must sign below.)

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**Printed Name of Subscriber**

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**Printed Name of Subscriber**

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-----  
**(Address)**

-----  
**(Address)**

**By:** -----  
**(Signature)**

**By:** -----  
**(Signature)**

-----  
Daytime Phone Number

-----  
Daytime Phone Number

-----  
Social Security Number or Tax Identification Number

-----  
Social Security Number or Tax Identification Number

**ACCEPTED:**

**GREAT FLORIDA BANK**

By: \_\_\_\_\_

M. Mehdi Ghomeshi  
President and Chief Executive Officer

Date: \_\_\_\_\_, 2010

**Great Florida Bank  
PREFERRED STOCK OFFERING**

***Subscription Instructions***

1. **Read Offering Circular:** Read and carefully consider the Offering Circular.
2. **Pay for Shares:** Have a check issued payable to “Great Florida Bank” or wire transfer in an amount equal to the number of shares purchased multiplied by \$1,000 per share.

Wire transfers should be sent to:

Great Florida Bank  
ABA: 066015576  
Account Title: GFB Preferred Stock Offering  
Account Number: 400241238  
Attn: David Monter

3. **Complete and Sign Subscription Agreement:** Complete and sign the Subscription Agreement.
4. **Overnight Subscription Agreement and Payment to:** Great Florida Bank, 15050 NW 79<sup>th</sup> Court, Miami Lakes, Florida 33016. Attention: David Monter or fax to (305) 557-4313 Attention: David Monter or scan and email to [dmonter@greatfloridabank.com](mailto:dmonter@greatfloridabank.com).
5. **Questions:** If you have questions about how to subscribe for Shares, please call M. Mehdi Ghomeshi at (305) 514-6490 or Gary J. Laurash at (305) 514-6921.