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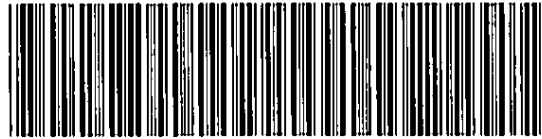
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FLORIDA OFFICE OF
FINANCIAL **REGULATION**

INTEROFFICE COMMUNICATION

DATE: 10/29/2020

TO: Ms. Diane Cushing, Department of State
Division of Corporations

FROM: Jason M. Guevara, Financial Administrator, Division of Financial Institutions

RE: **Leon Successor Corporation, Merger of Leon Successor Bank with and into BAC
Florida Bank, and Amended and Restated Articles of BAC Florida Bank**

Please file the attached articles for the above-reference entities to be filed in the following order:

- Amended and Restated Articles of Incorporation of Leon Successor Corporation. (effective 11:55 pm, Eastern Time on Friday, October 30, 2020);
- Articles of Merger of Leon Successor Bank with and into BAC Florida Bank (effective 11:59 pm, Eastern Time on Friday, October 30, 2020); and
- Amended and Restated Articles of Incorporation of BAC Florida Bank (effective 11:59 pm, Eastern Time on Friday, October 30, 2020);

Please make the following distribution of copies:

- (1) One certified copy to: **Jason Guevara**
Office of Financial Regulation
Licensing & Chartering
200 East Gaines Street
Tallahassee, FL 32399
Direct: 850-410-9513
- (2) One certified copy to: **Reena Agrawal Sahni**
Shearman & Sterling LLP
599 Lexington Avenue
New York, NY 10022-6069
D: 1-212-848-7324 M: 1-917-334-8713

Also attached is a check that represents payment of the filing fees and certified copies. If you have any questions, please call either party listed above.

EXECUTION VERSION

**ARTICLES OF MERGER
OF
LEON SUCCESSOR BANK
WITH AND INTO
BAC FLORIDA BANK**

Dated: October 30, 2020

FILED
2020 OCT 30 A 11:59
CLERK OF CIRCUIT COURT
IN AND FOR THE COUNTY OF DADE
FLORIDA

Pursuant to the provisions of the Florida Financial Institutions Code ("FFIC") and the Florida Business Corporation Act ("FBCA"), Leon Successor Bank and BAC Florida Bank do hereby adopt the following Articles of Merger for the purpose of merging Leon Successor Bank with and into BAC Florida Bank.

FIRST: The names of the corporations which are parties to the merger (the "Merger") contemplated by these Articles of Merger are Leon Successor Bank, a Florida corporation, and BAC Florida Bank, a Florida-chartered bank. The surviving corporation in the Merger is BAC Florida Bank, which shall continue to conduct its business following effectiveness of the Merger under the name "BAC Florida Bank."

SECOND: The Plan of Merger is set forth in the Plan of Merger and Merger Agreement, dated as of October 30, 2020, by and among BAC Florida Bank, Leon Successor Bank, and Lecce Holdings S.A., a Brazilian corporation (the "Plan of Merger"). A copy of the Plan of Merger is attached hereto as Exhibit A and made a part hereof by reference as if fully set forth herein.

THIRD: The Merger shall become effective at 11:59 p.m., on October 30, 2020.

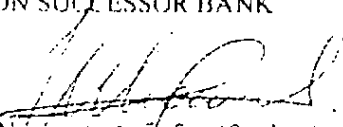
FOURTH: The Plan of Merger was adopted by the Board of Directors of Leon Successor Bank on February 3, 2020, and by the written consent of the sole stockholder of Leon Successor Bank on October 30, 2020, and such written consent was sufficient for approval. The Plan of Merger was adopted by the Board of Directors of BAC Florida Bank on October 31, 2019, and was approved by the written consent of a majority of the outstanding voting capital of BAC Florida Bank on October 30, 2020, and such written consent was sufficient for approval.

FIFTH: At the effective time of the Merger, in accordance with Section 658.42 of the FFIC and Section 607.1101 of the FBCA, the Articles of Incorporation of BAC Florida Bank shall be amended and restated in its entirety in the form attached hereto as Exhibit B and shall be the amended and restated Articles of Incorporation of the surviving corporation, which shall continue in full force and effect until amended thereafter in accordance with applicable law.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties have caused these Articles of Merger to be executed as of the date first written above.

LEON SUCCESSOR BANK

By: 

Name: MARCELO NORONHA

Title: AUTHORIZED SIGNATORY

By: 

Name: RENATO EBNISMAN

Title: AUTHORIZED SIGNATORY

BAC FLORIDA BANK

By:

Name:

Title:

IN WITNESS WHEREOF, the parties have caused these Articles of Merger to be executed as of the date first written above.

LEON SUCCESSOR BANK

By: _____
Name:
Title:

By: _____
Name:
Title:

BAC FLORIDA BANK

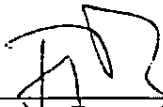
By:  _____
Name: Julio Rojas
Title: CEO

EXHIBIT B

Amended and Restated Articles of Incorporation of the Surviving Corporation

**AMENDED & RESTATED ARTICLES OF INCORPORATION
OF
BAC FLORIDA BANK**

Pursuant to the provisions of Section 658.42 of the Florida Financial Institutions Codes and Section 607.1101 of the Florida Business Corporation Act, BAC Florida Bank adopts the following Amended and Restated Articles of Incorporation, which shall take effect as of October 30, 2020, Eastern Time, on 11.59 p.m.

ARTICLE I

The name of the corporation shall be:

BAC FLORIDA BANK

and its place of business shall be at 169 Miracle Mile, Suite 700, in the City of Coral Gables, County of Miami-Dade, and the State of Florida.

ARTICLE II

The general nature of the business to be transacted by the corporation shall be that of a general banking business with all the rights, powers and privileges granted and conferred by the banking laws of the State of Florida, regulating the organization, powers and management of banking corporations.

ARTICLE III

The amount of capital stock of the corporation shall be Twenty-One Million Eight Hundred and Forty-Three Thousand Dollars (\$21,843,000) of common stock to be divided into Twenty-One Million Eight Hundred and Forty-Three Thousand (21,843,000) shares of a single class of voting common stock having the par value of One Dollar (\$1.00) each ("Common Stock"). The corporation shall not (whether by amendment, merger, consolidation or otherwise), without first obtaining approval (by vote or written consent as provided by law) of the holders of a majority of the Common Stock of the corporation, authorize, issue, sell, acquire, repurchase or redeem any shares of any class of stock of the corporation (including the Common Stock) or other equity interests (including any option, warrant, conversion or similar right with respect to any class of stock or other equity interests) in or of the corporation, and any such action or transaction shall, unless such consent or vote has been obtained, be null and void *ab initio*, and of no force or effect.

ARTICLE IV

The term for which the corporation shall exist shall be perpetual.

ARTICLE V

The business and affairs of the corporation shall be managed and conducted by a Board of Directors of not less than five or more than fifteen Directors, all of whom shall be elected by the

stockholders at the annual meeting; provided, however, that the stockholders may, from time to time, at an annual or special meeting, increase the size of the Board of Directors of the corporation by electing additional directors or electing new directors to fill any vacancies on the Board of Directors of the corporation. Immediately after the annual meeting, the Board of Directors of the corporation shall meet to elect a Chairman and any Co-Chairman or Vice-Chairman, to appoint a president or other chief executive officer, and to appoint, or ratify the appointment of, the other persons designated as executive officers of the corporation in accordance with the bylaws.

ARTICLE VI

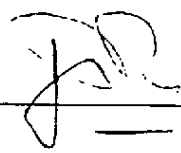
The holders of shares of capital stock of the corporation shall not have preemptive rights.

ARTICLE VII

These Amended and Restated Articles of Incorporation were adopted pursuant to a Plan of Merger and Merger Agreement which was adopted and approved by the Board of Directors of the corporation on October 31, 2019, and approved by the written consent of the stockholders of the corporation on October 30, 2020, and the number of shares with respect to which such consent was given was sufficient for approval.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the undersigned directors have executed these Amended and Restated Articles of Incorporation this 30th day of October, 2020.



Julio Rojas
Chief Executive Officer

EXHIBIT A

Plan of Merger

PLAN OF MERGER AND MERGER AGREEMENT

LEON SUCCESSOR BANK

with and into

BAC FLORIDA BANK

under the charter of

BAC FLORIDA BANK

under the title of

“BAC FLORIDA BANK”

(“**Resulting Bank**”)

PLAN OF MERGER AND MERGER AGREEMENT (this “**Agreement**”), dated as of October 30, 2020 among BAC FLORIDA BANK (“**BAC**”), a Florida-chartered bank, with its principal place of business located at 169 Miracle Mile, Suite 700, Coral Gables, Florida 33134 (and its only banking office located at 169 Miracle Mile, R-10, Coral Gables, Florida 33134), LEON SUCCESSOR BANK (“**Successor Institution**”), a Florida corporation and a wholly owned subsidiary of Parent (as defined below), with its principal place of business located at 1001 Brickell Bay Drive, Suite 2000, Miami, Florida 33131, and LECCE HOLDINGS S.A. (“**Parent**”), a Brazilian corporation, with its principal place of business located at Núcleo Cidade de Deus, Prédio Prata, 4º Andar, Vila Yara, Osasco, São Paulo 06029-900.

WHEREAS, as of the date of this Agreement, BAC has issued and outstanding 221,365 shares of BAC Class A Common Stock (as defined below), and 19,629,417 shares of BAC Class B Common Stock (as defined below);

WHEREAS, as of the date of this Agreement, Successor Institution has issued and outstanding 500 shares of a single class of common stock, par value \$1.00 per share (“**Successor Capital Stock**”);

WHEREAS, CAICO Investments Group Corp., Empresa de Inversiones Alcastre Limited, Valores Intercontinentales de Panama Limited, Consorcio Nuevo Laredo Limited, Consorcio Novara del Sur Limited, Sociedad Internacional Yreka Limited (collectively, the “**Sellers**”), BAC, Mr. Carlos F. Pellas (solely in his capacity as “Representative” of Sellers thereunder), Parent and Banco Bradesco S.A. entered into that certain Share Purchase Agreement, dated as of May 5, 2019 (the “**Purchase Agreement**”), pursuant to which Parent agreed to acquire all of the issued and outstanding BAC Shares (as defined below) owned by the Sellers upon the terms and conditions set forth therein. The Closing (as defined in the Purchase Agreement) occurred on October 30, 2020 (such date, the “**Closing Date**”);

WHEREAS, as of the date of this Agreement, Parent owns (a) 209,365 shares of BAC Class A Common Stock representing ninety four point fifty-eight percent (94.58%) of the total issued and outstanding BAC Class A Common Stock and (b) 19,629,067 shares of BAC Class B Common Stock representing ninety-nine point ninety-nine percent (99.99%) of the total

issued and outstanding BAC Class B Common Stock (collectively representing ninety-nine point ninety-four percent (99.94%) of the total issued and outstanding BAC Shares) (collectively, the **"Parent Shares"**);

WHEREAS, following the execution of the Purchase Agreement, all the holders of shares of Series B Preferred Stock of BAC, \$1.00 par value per share (the **"Series B Preferred Stock"**), have converted their Series B Preferred Stock into BAC Class B Common Stock and BAC has redeemed for cash all the shares of Series A Preferred Stock of BAC, \$1.00 par value per share;

WHEREAS, upon the terms and subject to the conditions of this Agreement, BAC and Successor Institution will enter into a business combination transaction pursuant to which Successor Institution will merge with and into BAC, such merger to be effected under Section 658.41 *et seq.*, Florida Statutes (and, to the extent applicable, Section 607.1101 of the Florida Business Corporation Act), with BAC being the Resulting Bank (the **"Merger"**);

WHEREAS, the board of directors of BAC has, upon the terms and subject to the conditions of this Agreement, (a) determined that this Agreement and the transactions contemplated by this Agreement, including the Merger, are advisable and in the best interest of BAC and its stockholders, (b) approved the execution, delivery and performance by BAC of this Agreement and the consummation of the transactions contemplated by this Agreement, including the Merger, (c) resolved that the Merger shall be effected under Section 658.41 *et seq.*, Florida Statutes (and, to the extent applicable, Section 607.1101 of the Florida Business Corporation Act), (d) resolved to submit this Agreement to the stockholders of BAC for approval, and (e) recommended to the stockholders of BAC that they approve this Agreement and the Merger;

WHEREAS, each of the respective boards of directors of Parent and Successor Institution has, upon the terms and subject to the conditions of this Agreement, (a) approved the execution, delivery and performance by each of Parent and Successor Institution of this Agreement and the consummation of the transactions contemplated by this Agreement, including the Merger, and (b) resolved that the Merger shall be effected under Section 658.41 *et seq.*, Florida Statutes (and, to the extent applicable, Section 607.1101 of the Florida Business Corporation Act); and

WHEREAS, as soon as practicable following the Closing Date, the stockholders of BAC will adopt and approve this Agreement and the transactions contemplated by this Agreement, including the Merger.

NOW, THEREFORE, in consideration of the mutual agreements contained herein, and in order to set forth the terms and conditions of the Merger and the mode of carrying the same into effect, Parent, BAC and Successor Institution hereby agree as follows:

SECTION 1.

Subject to the terms and conditions of this Agreement and in accordance with the provisions of Chapter 658 (Banks and Trust companies), Florida Statutes, at the Effective Time (as defined below), Successor Institution shall be merged with and into BAC under the charter of BAC, the separate corporate existence of Successor Institution shall cease, and BAC shall

continue as the Resulting Bank. The Merger shall be governed by Section 658.41 *et seq.*, Florida Statutes (and, to the extent applicable, Section 607.1101 of the Florida Business Corporation Act), and shall become effective at such date and time as specified in the articles of merger relating to the Merger to be filed with the Florida Office of Financial Regulation (“OFR”) (the date and time the Merger becomes effective being the “**Effective Time**”).

SECTION 2.

The name of the Resulting Bank shall be “BAC Florida Bank”. The Resulting Bank will not exercise trust powers.

SECTION 3.

The business of the Resulting Bank shall be that of a general banking business. The business shall be conducted by the Resulting Bank at its principal place of business which shall be located at 169 Miracle Mile, Suite 700, Coral Gables, Florida 33134, as well as at its only banking office located at 169 Miracle Mile, R-10, Coral Gables, Florida 33134.

SECTION 4.

At the Effective Time, the amount of the total capital accounts of the Resulting Bank shall be equal to the combined total capital accounts of BAC and Successor Institution as of the date of this Agreement, adjusted, however, for normal earnings and expenses of BAC between the date of this Agreement and the Effective Time and for any cash payments made pursuant to Section 7, Section 8 or Section 9 below. The capital stock of the Resulting Bank shall be divided into such number of shares of a single class of common stock, par value \$1.00 per share (the “**Resulting Bank Capital Stock**”), as shall equal the total paid-in capital of the Resulting Bank, with the remainder of the Resulting Bank’s capital accounts divided between a surplus account corresponding to that of BAC and Successor Institution at the Effective Time, and its retained earnings account.

SECTION 5.

All assets of Successor Institution and the Resulting Bank, as they exist at the Effective Time, shall pass to and vest in the Resulting Bank without any conveyance or other transfer; and the Resulting Bank shall be considered the same business and corporate entity as each constituent bank with all the rights, powers, and duties of each constituent bank, and the Resulting Bank shall be responsible for all the liabilities of every kind and description of each of BAC, Successor Institution and the Resulting Bank existing as of the Effective Time, all in accordance with the applicable provisions of Chapter 658 (Banks and Trust companies), Florida Statutes (including Section 658.45(2), Florida Statutes).

SECTION 6.

BAC and Successor Institution shall contribute to the Resulting Bank acceptable assets having a book value, over and above its liability to its creditors, in such amounts as set forth on the books of BAC and Successor Institution at the Effective Time.

SECTION 7.

(a) At the Effective Time, by virtue of the Merger and without any action on the part of Parent, Successor Institution, BAC or any of the holders of any capital stock of Successor Institution or BAC:

(i) Shares of Successor Institution. Each share of Successor Capital Stock issued and outstanding as of immediately prior to the Effective Time shall be converted into and become 43.686 shares of Resulting Bank Capital Stock, all of which shall continue to be owned by Parent.

(ii) Conversion of BAC Capital Stock. Each share of BAC Class A Common Stock and BAC Class B Common Stock issued and outstanding as of immediately prior to the Effective Time (other than the Parent Shares to be canceled and the Dissenting Shares) shall be canceled and extinguished and shall automatically be converted into, subject to the terms of this Agreement, the right to receive the Per Share Payment (as defined below) from Parent, without interest thereon. The amounts payable pursuant to the above are payable in accordance with Section 7(f).

(iii) Cancellation of Parent-Owned Shares. Each BAC Share that is owned by Parent as of immediately prior to the Effective Time shall automatically be canceled and extinguished, without any conversion thereof and no payment or distribution shall be made with respect thereto.

(b) From and after the Effective Time, the holders of any and all shares of capital stock of BAC (including the holders of all BAC Shares) outstanding immediately prior to the Effective Time shall cease to have any rights with respect to such shares of capital stock of BAC (including with respect to all the BAC Shares) except as otherwise provided for herein or under applicable law.

(c) Parent, BAC, the Successor Institution, the Resulting Bank or any of their respective agents (each, a "Payor") shall be entitled to deduct and withhold from any amounts otherwise payable pursuant to this Agreement such amount as such Payor is required to deduct and withhold with respect to such payment under the U.S. Internal Revenue Code of 1986, as amended, or any provision of applicable state, local or foreign law. To the extent that amounts are so withheld, such withheld amounts shall be treated for all purposes of this Agreement as having been paid to the relevant person in respect of which such deduction and withholding was made.

(d) The Merger Consideration paid in accordance with the terms hereof shall be deemed to have been paid in full satisfaction of all rights pertaining to the BAC Shares (including any voting rights or any rights to receive accrued but unpaid dividends or any liquidation preference on such BAC Shares, if any), and, from and after the Effective Time, the holders of Certificates (as defined below), whether or not surrendered by the holder thereof, shall be void and deemed to be canceled (including in respect of any voting rights or any rights to receive any accrued but unpaid dividends or any liquidation preference on such BAC Shares, if any), except as otherwise expressly provided for in this Agreement. At the Effective Time, the

stock transfer books of BAC shall be closed, and thereafter there shall be no further registration of transfers on the records of the Resulting Bank of any BAC Shares. If, after the Effective Time, Certificates are presented to Parent or the Resulting Bank for any reason, they shall be canceled and exchanged as provided in this Agreement.

(e) As promptly as reasonably practicable prior to the Effective Time (but in no event more than thirty (30) days prior to the Effective Time), BAC shall deliver to Parent a certificate of BAC satisfying the requirements of Treasury Regulations Section 1.1445-2(c)(3)(i) and a notice to the U.S. Internal Revenue Service prepared in accordance with Treasury Regulations Section 1.897-2(h)(2).

(f) As promptly as reasonably practicable after the Effective Time, Parent shall cause to be mailed to each person who was, as of immediately prior to the Effective Time, a holder of record of BAC Shares entitled to be exchanged for a portion of the Merger Consideration, a letter of transmittal (the "**Transmittal Letter**"), and instructions for use in effecting the surrender of the certificates evidencing such BAC Shares (the "**Certificates**") pursuant to such Transmittal Letter. Each holder of BAC Shares immediately prior to the Effective Date (other than Parent and the Sellers) (each a "**Bank Minority Stockholder**") shall be entitled to receive, upon surrender to Parent of a Certificate (or effective affidavits of loss in lieu thereof pursuant to Section 7(h)), together with a properly completed and duly executed Transmittal Letter, the amounts payable pursuant to Section 7(a)(ii) and, if applicable, Section 8, without interest, in exchange for all of such Bank Minority Stockholder's BAC Shares represented thereby.

(g) Until surrendered pursuant to the provisions of this Section 7, each Certificate shall represent after the Effective Time for all purposes only the right to receive a portion of the Merger Consideration with respect to each BAC Share represented thereby as provided herein. If, after the Effective Time, Certificates are presented to Parent or the Resulting Bank, they shall be cancelled and exchanged for a portion of the Merger Consideration with respect to each BAC Share represented thereby as provided herein.

(h) If any holder of BAC Shares is unable to surrender such holder's Certificates, if any, because such Certificates have been lost, mutilated or destroyed, such holder may deliver in lieu thereof an affidavit and an indemnity bond in form and substance and with surety reasonably satisfactory to Parent.

(i) If payment in respect of a Certificate is to be made to a person other than the person in whose name the surrendered Certificate is registered on the stock transfer books of BAC, it shall be a condition of payment that (i) such Certificate shall be properly endorsed or shall otherwise be in proper form for transfer and (ii) the person requesting such payment shall pay to Parent any transfer or other taxes required as a result of such payment to a person other than the registered holder of such Certificate or provide evidence reasonably satisfactory to Parent that such tax has been paid or is not applicable.

(j) Notwithstanding anything to the contrary in this Agreement, the Resulting Bank or Parent shall not be liable to any holders of BAC Shares for any portion of the Merger Consideration delivered in respect of any BAC Shares to a public official or

governmental authority pursuant to any abandoned property, escheat or other similar applicable laws.

SECTION 8.

If the Actual Adjustment Amount (as defined below) is a positive number, then Parent shall pay (or cause to be paid) to each Bank Minority Stockholder (other than holders of Dissenting Shares) an amount equal to its Pro Rata Adjustment Payment (as defined below), without interest thereon and net of applicable withholding taxes, if any, in each case, within ten (10) days after the date on which the Purchase Price (as such term is defined in the Purchase Agreement) is finally determined pursuant to Section 1.04 of the Purchase Agreement to the bank account specified in such Bank Minority Stockholder's Transmittal Letter. For the avoidance of doubt, no amounts shall be payable pursuant to this Section 8 if the Actual Adjustment Amount is a negative number or equals zero.

SECTION 9.

Notwithstanding anything to the contrary in this Agreement, at the Effective Time, Bank Minority Stockholders who have properly demanded appraisal of their BAC Shares pursuant to, and who comply in all respects with, the relevant provisions of Section 658.44, Florida Statutes ("Dissenting Shares"), shall not have such BAC Shares converted into the right to receive the amounts set forth in Section 7(a)(ii) and, if applicable, Section 8, but instead such holders shall be entitled to such rights (and only such rights) as are granted under Section 658.44, Florida Statutes. At the Effective Time, all Dissenting Shares shall no longer be outstanding and shall automatically be void and canceled and shall cease to exist, and except as otherwise provided by applicable law, each holder of Dissenting Shares shall cease to have any rights with respect thereto other than the rights granted pursuant to Section 658.44, Florida Statutes. Notwithstanding the foregoing, if any holder of BAC Shares shall fail to validly perfect, or shall otherwise waive, withdraw or lose, the right to appraisal under Section 658.44, Florida Statutes, or if a court of competent jurisdiction shall determine that such holder is not entitled to the relief provided by Section 658.44, Florida Statutes, then the rights of such holder under Section 658.44, Florida Statutes, shall cease and such Dissenting Shares shall be deemed to have been converted at the Effective Time into the right to receive the amounts set forth in Section 7(a)(ii) and, if applicable, Section 8. Any payments to be made in respect of Dissenting Shares will be made (or cause to be made) by Parent or the Resulting Bank.

SECTION 10.

Neither BAC nor Successor Institution shall declare or pay any dividend to its stockholders between the date of this Agreement and the Effective Time, nor dispose of any of its assets in any other manner except in the normal course of business and for adequate value.

SECTION 11.

The following named persons shall be the directors of the Resulting Bank, each to hold office in accordance with the Resulting Bank Articles of Incorporation (as defined below) and the Resulting Bank Bylaws (as defined below) until such director's successor is duly elected or appointed and qualified, or until the earlier of his or her death, resignation or removal:

Name	Address
Marcelo Noronha	169 Miracle Mile, Suite 700, Coral Gables, Florida 33134
Cassiano Scarpeli	169 Miracle Mile, Suite 700, Coral Gables, Florida 33134
Renato Eijnisman	169 Miracle Mile, Suite 700, Coral Gables, Florida 33134
Guilherme M Leal	169 Miracle Mile, Suite 700, Coral Gables, Florida 33134
Henrique Leme Pinto Lima	169 Miracle Mile, Suite 700, Coral Gables, Florida 33134
Júlio Rojas	169 Miracle Mile, Suite 700, Coral Gables, Florida 33134
Frank Robleto	169 Miracle Mile, Suite 700, Coral Gables, Florida 33134
Roderick Petrey	169 Miracle Mile, Suite 700, Coral Gables, Florida 33134
Oscar Bustillo	169 Miracle Mile, Suite 700, Coral Gables, Florida 33134
R. Bruce Cuthbertson	169 Miracle Mile, Suite 700, Coral Gables, Florida 33134
Fernando Tamayo	169 Miracle Mile, Suite 700, Coral Gables, Florida 33134

The following named persons shall be the executive officers of the Resulting Bank, each to hold office in accordance with the Resulting Bank Bylaws until such executive officer's successor is duly elected or appointed and qualified, or until the earlier of their death, resignation or removal.

Name	Address	Title
Julio Rojas	169 Miracle Mile, Suite 700, Coral Gables, Florida 33134	Chief Executive Officer

Henrique Leme Pinto Lima	169 Miracle Mile, Suite 700, Coral Gables, Florida 33134	President
Gonzalo Acevedo	169 Miracle Mile, Suite 700, Coral Gables, Florida 33134	Head of Personal Business and Digital
Lina Acuña	169 Miracle Mile, Suite 700, Coral Gables, Florida 33134	Chief Financial Officer and Treasurer
Maggie Angulo Levine	169 Miracle Mile, Suite 700, Coral Gables, Florida 33134	Head Corporate and Institutional Banking
Adilson Araujo	169 Miracle Mile, Suite 700, Coral Gables, Florida 33134	Chief Information Officer
Ana Maria Garcia	169 Miracle Mile, Suite 700, Coral Gables, Florida 33134	Head of Human Resources
Jeff Gross	169 Miracle Mile, Suite 700, Coral Gables, Florida 33134	Head of Real Estate Finance
David Hernandez	169 Miracle Mile, Suite 700, Coral Gables, Florida 33134	Chief Risk Officer
Carlos N. Martins	169 Miracle Mile, Suite 700, Coral Gables, Florida 33134	Head of Private Banking, Wealth Management
Felipe Themudo Lessa Marcilio	169 Miracle Mile, Suite 700, Coral Gables, Florida 33134	Co-Head of Private Banking, Wealth Management – Brazil Desk
German Merida	169 Miracle Mile, Suite 700, Coral Gables, Florida 33134	Chief Operations Officer
Anna M. Pannella	169 Miracle Mile, Suite 700, Coral Gables, Florida 33134	General Counsel

SECTION 12.

This Agreement may be terminated at any time by mutual consent of the board of directors of BAC and Successor Institution.

SECTION 13.

This Agreement shall be ratified and confirmed by the stockholders of each of BAC and Successor Institution owning at least a majority of its outstanding voting common stock, whether such action is taken by affirmative vote at a meeting held on the call of the directors for such purpose or by written consent of such stockholders as authorized by law.

SECTION 14.

The Merger is subject to the satisfaction of the following terms and conditions:

- (a) The OFR shall have approved this Agreement and the Merger and shall have issued all other necessary authorizations and approvals for the Merger.
- (b) The appropriate federal regulatory agencies shall have approved the Merger and shall have issued all other necessary authorizations and approvals for the Merger, and any statutory waiting period shall have expired.
- (c) The approval of this Agreement and the Merger by the affirmative vote or written consent of the holders of at least a majority of the shares entitled to vote thereon of BAC and the Successor Institution.
- (d) The Closing (as defined in the Purchase Agreement) shall have occurred.

SECTION 15.

- (a) At the Effective Time, the articles of incorporation of the Resulting Bank (the “**Resulting Bank Articles of Incorporation**”) shall be the articles of incorporation attached as Schedule A to this Agreement until thereafter changed or amended as provided therein or by applicable law.
- (b) At the Effective Time, the bylaws of BAC in effect immediately prior to the Effective Time shall become the bylaws of the Resulting Bank (the “**Resulting Bank Bylaws**”) until thereafter changed or amended as provided therein or by applicable law.

SECTION 16.

The parties hereto agree that (a) Parent’s acquisition of a portion of the outstanding BAC Shares pursuant to the Purchase Agreement, and (b) the Merger, viewed collectively, shall be treated for all U.S. federal and applicable state and local income tax purposes as the acquisition by Parent of one hundred percent (100%) of the outstanding shares of capital stock of BAC.

SECTION 17.

For purposes of this Agreement, the terms:

“Actual Adjustment Amount” means (a) the Purchase Price (as such term is defined in the Purchase Agreement) as finally determined pursuant to Section 1.04 of the Purchase Agreement *minus* (b) \$539,694,834.

“BAC Class A Common Stock” means the common stock of BAC, \$10.00 par value per share, that has been designated as “Class A Common Stock” in the articles of incorporation of BAC.

“BAC Class B Common Stock” means the common stock of BAC, \$1.00 par value per share, that has been designated as “Class B Common Stock” in the articles of incorporation of BAC.

“BAC Shares” means the shares of BAC Class A Common Stock and BAC Class B Common Stock.

“Merger Consideration” means the aggregate net amount of all Per Share Payments and all Pro Rata Adjustment Payments, if any.

“Per Share Payment” means, with respect to each BAC Share, the quotient obtained by dividing (a) \$537,916,022 by (b) the Total Outstanding Shares.

“Pro Rata Adjustment Payment” means, with respect to each Bank Minority Stockholder, such Bank Minority Stockholder’s Pro Rata Portion of the Actual Adjustment Amount, if any, payable by Parent to the Bank Minority Stockholders pursuant to Section 8.

“Pro Rata Portion” means, with respect to each stockholder of BAC, a proportion equal to (a) the aggregate number of BAC Shares held by such stockholder as of immediately prior to the Effective Time on a fully diluted basis over (b) the Total Outstanding Shares.

“Total Outstanding Shares” means (without duplication) the aggregate number of BAC Shares issued and outstanding immediately prior to the Effective Time on a fully diluted basis.

SECTION 18.

This Agreement constitutes the entire agreement of the parties hereto with respect to the subject matter hereof and supersedes all prior agreements and undertakings, both written and oral, between the parties hereto with respect to the subject matter hereof.

This Agreement shall be binding upon and inure solely to the benefit of the parties hereto and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer upon any other person or entity any legal or equitable

right, benefit or remedy of any nature whatsoever, including any rights of employment for any specified period, under or by reason of this Agreement.

If any term or other provision of this Agreement is invalid, illegal or incapable of being enforced by any law or public policy, all other terms and provisions of this Agreement shall nevertheless remain in full force and effect for so long as the economic or legal substance of the transactions contemplated by this Agreement is not affected in any manner materially adverse to any party hereto. Upon such determination that any term or other provision is invalid, illegal or incapable of being enforced, the parties hereto shall negotiate in good faith to modify this Agreement so as to effect the original intent of the parties hereto as closely as possible in an acceptable manner in order that the transactions contemplated by this Agreement are consummated as originally contemplated to the greatest extent possible.

This Agreement may not be amended or modified except by an instrument in writing signed by each party hereto.

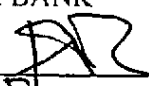
This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Florida without regard to principles of conflicts of laws.

This Agreement may be executed and delivered (including by facsimile or e-mail transmission) in one or more counterparts, and by the different parties hereto in separate counterparts, each of which when executed shall be deemed to be an original, but all of which taken together shall constitute one and the same agreement.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the date first above written by their respective officers thereunto duly authorized.

BAC FLORIDA BANK

By: 
Name: Julio Rojas
Title: CEO

LEON SUCCESSOR BANK

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

LECCE HOLDINGS S.A.

By: _____
Name: _____
Title: _____

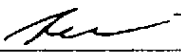
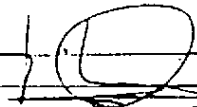
By: _____
Name: _____
Title: _____

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the date first above written by their respective officers thereunto duly authorized.

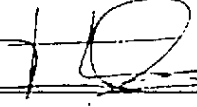
BAC FLORIDA BANK

By: _____
Name: _____
Title: _____

LEON SUCCESSOR BANK

By: 
Name: RENATO ESNISMAN
Title: AUTHORIZED SIGNATORY
By: 
Name: HENRIQUE LEUE PINTO LIMA
Title: AUTHORIZED SIGNATORY

LECCE HOLDINGS S.A.

By: 
Name: RENATO ESNISMAN
Title: AUTHORIZED SIGNATORY
By: 
Name: HENRIQUE LEUE PINTO LIMA
Title: AUTHORIZED SIGNATORY

Schedule A

Resulting Bank Articles of Incorporation

EXECUTION VERSION

**AMENDED & RESTATED ARTICLES OF INCORPORATION
OF
BAC FLORIDA BANK**

Pursuant to the provisions of Section 658.42 of the Florida Financial Institutions Codes and Section 607.1101 of the Florida Business Corporation Act, BAC Florida Bank adopts the following Amended and Restated Articles of Incorporation, which shall take effect as of October 30, 2020, Eastern Time, on 11:59 p.m.

ARTICLE I

The name of the corporation shall be:

BAC FLORIDA BANK

and its place of business shall be at 169 Miracle Mile, Suite 700, in the City of Coral Gables, County of Miami-Dade, and the State of Florida.

ARTICLE II

The general nature of the business to be transacted by the corporation shall be that of a general banking business with all the rights, powers and privileges granted and conferred by the banking laws of the State of Florida, regulating the organization, powers and management of banking corporations.

ARTICLE III

The amount of capital stock of the corporation shall be Twenty-One Million Eight Hundred and Forty-Three Thousand Dollars (\$21,843,000) of common stock to be divided into Twenty-One Million Eight Hundred and Forty-Three Thousand (21,843,000) shares of a single class of voting common stock having the par value of One Dollar (\$1.00) each ("Common Stock"). The corporation shall not (whether by amendment, merger, consolidation or otherwise), without first obtaining approval (by vote or written consent as provided by law) of the holders of a majority of the Common Stock of the corporation, authorize, issue, sell, acquire, repurchase or redeem any shares of any class of stock of the corporation (including the Common Stock) or other equity interests (including any option, warrant, conversion or similar right with respect to any class of stock or other equity interests) in or of the corporation, and any such action or transaction shall, unless such consent or vote has been obtained, be null and void *ab initio*, and of no force or effect.

ARTICLE IV

The term for which the corporation shall exist shall be perpetual.

ARTICLE V

The business and affairs of the corporation shall be managed and conducted by a Board of Directors of not less than five or more than fifteen Directors, all of whom shall be elected by the

stockholders at the annual meeting; provided, however, that the stockholders may, from time to time, at an annual or special meeting, increase the size of the Board of Directors of the corporation by electing additional directors or electing new directors to fill any vacancies on the Board of Directors of the corporation. Immediately after the annual meeting, the Board of Directors of the corporation shall meet to elect a Chairman and any Co-Chairman or Vice-Chairman, to appoint a president or other chief executive officer, and to appoint, or ratify the appointment of, the other persons designated as executive officers of the corporation in accordance with the bylaws.

ARTICLE VI

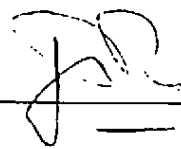
The holders of shares of capital stock of the corporation shall not have preemptive rights.

ARTICLE VII

These Amended and Restated Articles of Incorporation were adopted pursuant to a Plan of Merger and Merger Agreement which was adopted and approved by the Board of Directors of the corporation on October 31, 2019, and approved by the written consent of the stockholders of the corporation on October 30, 2020, and the number of shares with respect to which such consent was given was sufficient for approval.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the undersigned directors have executed these Amended and Restated Articles of Incorporation this 30th day of October, 2020.



Julio Rojas
Chief Executive Officer

OFFICE OF FINANCIAL REGULATION

CERTIFICATE OF MERGER

WHEREAS, Section 658.41, Florida Statutes, provides for the merger of financial institutions; and

WHEREAS, the Office of Financial Regulation ("Office") is satisfied that the terms of the Articles of Merger between the financial institutions described below comply with Section 658.43(3) Florida Statutes, and that the other regulatory conditions of the Office have been met,

NOW, THEREFORE, I, Russell C. Weigel, III, Commissioner of the Office of Financial Regulation, does hereby issue this Certificate authorizing consummation of the merger of the following constituent financial institutions:

Leon Successor Bank, Miami, Miami-Dade County, Florida

BAC Florida Bank, Coral Gables, Miami-Dade County, Florida

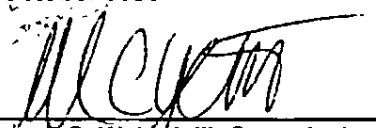
Charter # 710

under the charter of: BAC Florida Bank
under the title of: BAC Florida Bank
under State Charter No: 710

And, the Office further authorizes BAC Florida Bank to continue the transaction of a general banking business with a main office at 169 Miracle Mile, Suite 700, Coral Gables, Miami-Dade County, Florida.

Signed and Sealed this 30th day
of October 2020

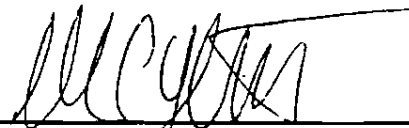



Russell C. Weigel, III, Commissioner
Office of Financial Regulation

FLORIDA OFFICE OF
FINANCIAL REGULATION

Having been approved by the Office of Financial Regulation ("OFR") on February 11, 2020, to merge Leon Successor Bank, Miami, Miami-Dade County, Florida, with and into BAC Florida Bank, Coral Gables, Miami-Dade County, Florida. Prior to the merger, Leon Successor Corporation, Miami, Miami-Dade County, Florida intends to file "Amended and Restated Articles of Incorporation" to become a successor institution ("Leon Successor Bank") in accordance with Section 658.40(4), Florida Statutes. Leon Successor Bank will subsequently merge with and into BAC Florida Bank, Coral Gables, Miami-Dade County, Florida. Having been satisfied that the conditions of approval have been met, the OFR does not object to the filing with the Department of State of the attached Amended and Restated Articles of Incorporation for Leon Successor Corporation, or the subsequent merger of Leon Successor Bank with and into BAC Florida Bank.

Signed on this 3rd day of
October 2020.



Russell C. Weigel, III, Commissioner
Office of Financial Regulation