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To: Division of Corporations
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From: Angelica M. Chira, Corporate Paralegal
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MERGER OR SHARE EXCHANGE
CI FINANCIAL, INC.

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ARTICLES OF SHARE EXCHANGE

BETWEEN

C1 BANK

AND

C1 FINANCIAL, INC.

*eff  
12/19*

C1 BANK, a Florida banking corporation ("C1 Bank"), and C1 FINANCIAL, INC., a Florida corporation ("C1 Financial"), hereby adopt the following Articles of Share Exchange:

Article 1.

Plan of Share Exchange

The Plan of Share Exchange between C1 Bank and C1 Financial (the "Plan of Share Exchange") is set forth in that certain Reorganization Agreement and Plan of Share Exchange, dated as of July 1, 2013, a copy of which is attached hereto as Exhibit A.

Article 2.

Share Exchange

As of the effective time and date specified in Article 3 of these Articles of Share Exchange, each outstanding share of common stock of C1 Bank will be transferred to C1 Financial in exchange for one newly issued share of common stock of C1 Financial (the "Share Exchange") in accordance with the provisions of the Plan of Share Exchange, and C1 Financial will become the holder of all of the outstanding shares of common stock of C1 Bank.

Article 3.

Effective Time of Share Exchange

The Share Exchange shall become effective at 12:01 a.m. Eastern Standard Time on December 19, 2013 (the "Effective Time").

Article 4.

Approval of the Plan of Share Exchange

The Plan of Share Exchange was adopted and approved by the Board of Directors of C1 Bank, and the Plan of Share Exchange was approved by the shareholders of C1 Bank on July 18, 2013.

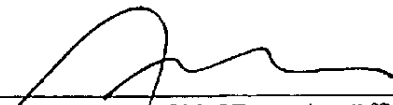
The Plan of Share Exchange was adopted and approved by the Board of Directors of C1 Financial on July 13, 2013. Shareholder approval of the Plan of Share Exchange was not required.

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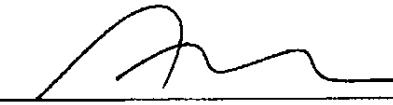
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**IN WITNESS WHEREOF**, the parties have caused these Articles of Share Exchange to be executed this 9<sup>th</sup> day of December, 2013.

**CI BANK**

By:   
Trevor R. Burgess, Chief Executive Officer

**CI FINANCIAL, INC.**

By:   
Trevor R. Burgess, Chief Executive Officer

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**EXHIBIT A TO ARTICLES OF SHARE EXCHANGE**  
**PLAN OF SHARE EXCHANGE**

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**REORGANIZATION AGREEMENT AND PLAN OF SHARE EXCHANGE**

**BY AND AMONG**

**CI BANK**

**AND**

**CI FINANCIAL, INC.**

**DATED AS OF July 1, 2013**

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**REORGANIZATION AGREEMENT AND PLAN OF SHARE EXCHANGE**

This REORGANIZATION AGREEMENT AND PLAN OF SHARE EXCHANGE (this "Agreement"), dated as of July 1, 2013, by and between C1 Bank, a Florida banking corporation (the "Bank"); and C1 Financial, Inc., a Florida corporation (the "Holding Company").

**RECITALS**

A. The Bank is authorized to issue 100,000,000 shares of common stock, par value \$1.00 per share (the "Bank Common Stock") and 10,000,000 shares of preferred stock, par value \$1.00 per share (the "Bank Preferred Stock"). As of the date of this Agreement, the Bank has 78,299,269 outstanding shares of Bank Common Stock, and no outstanding shares of Bank Preferred Stock.

B. The Holding Company is authorized to issue 100,000,000 shares of common stock, par value \$1.00 per share (the "Holding Company Common Stock") and 10,000,000 shares of preferred stock, par value \$1.00 per share (the "Holding Company Preferred Stock"). As of the date of this Agreement, the Holding Company has no outstanding shares of Holding Company Common Stock or Holding Company Preferred Stock.

C. The Bank has organized the Holding Company for the purpose of forming a holding company for the Bank (the "Reorganization").

D. The Reorganization will be accomplished through a share exchange between the Bank and the Holding Company (the "Share Exchange"), pursuant to which each outstanding share of Bank Common Stock will be transferred to the Holding Company in exchange for one newly issued share of Holding Company Common Stock, subject to the terms and conditions set forth in this Agreement.

E. The Bank and the Holding Company intend that the Share Exchange shall qualify as a tax-free reorganization under the provisions of Section 368 of the Internal Revenue Code of 1986, as amended.

F. The Board of Directors of the Bank and the Holding Company have: (i) determined that it is in the best interests of the Bank and the Holding Company and the shareholders of the Bank to undertake the Reorganization and the Share Exchange pursuant to the terms of this Agreement; and (ii) adopted and approved this Agreement in accordance with the Florida Business Corporation Act (the "FBCA") and the Florida Financial Institutions Codes (the "FFIC").

NOW, THEREFORE, in consideration of the premises, and of the representations, covenants and agreements contained in this Agreement, the parties to this Agreement hereby agree as follows:

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**ARTICLE I****SHARE EXCHANGE**

SECTION 1.1 Consummation of Share Exchange. Subject to the terms and conditions of this Agreement, at the Effective Time (as defined below), the parties shall consummate the Share Exchange, pursuant to Sections 607.1102 through 607.1106 of the FBCA, and Section 658.30 of the FFIC.

SECTION 1.2 Effect on Capital Stock. At the Effective Time, as a result of the Share Exchange and without any action on the part of the parties to this Agreement:

(a) Each outstanding share of Bank Common Stock will be acquired by the Holding Company in exchange for one newly issued share of Holding Company Common Stock, and the Holding Company will become the holder of all of the outstanding shares of Bank Common Stock.

(b) Each holder of outstanding shares of Bank Common Stock (a "Bank Shareholder") immediately prior to the Effective Time shall, without any action on the part of such Bank Shareholder, be entitled to receive one share of Holding Company Common Stock for each outstanding share of Bank Common Stock held by such Bank Shareholder immediately prior to the Effective Time.

SECTION 1.3 Exchange of Stock Certificates. As of the Effective Time, until surrendered for exchange in accordance with the Share Exchange, each physical stock certificate representing shares of Bank Common Stock will be deemed to evidence the right to receive shares of Holding Company Common Stock. However, Bank Shareholders who do not surrender their stock certificates will not be issued certificates representing shares of Holding Company Common Stock and will not be paid dividends or other distributions. Any such dividends or distributions which such Bank Shareholders would otherwise receive will be held by the Holding Company, without interest, for the account of such Bank Shareholders until surrender of their Bank stock certificates. The Holding Company shall not be obligated to deliver certificates for shares of Holding Company Common Stock to any former Bank Shareholder until such shareholder surrenders his or her Bank stock certificates.

SECTION 1.4 Closing; Effective Time.

(a) The closing of the Share Exchange (the "Closing") shall take place at the offices of the Bank (or such other place as the parties may mutually agree), on such date as the Bank selects which is not more than ten (10) Business Days following the satisfaction or waiver of all conditions to consummation of the Share Exchange set forth in Article III (other than those conditions that by their nature are to be satisfied at the consummation of the Share Exchange).

(b) The Bank shall give the Holding Company at least three (3) days prior written notice of the date on which the Closing is scheduled to occur. The date on which the Closing actually occurs is referred to as the "Closing Date". The Share Exchange shall become effective on the date and at the time specified in the Articles of Share Exchange to be delivered by the Bank and the Holding Company for filing with the Department of State of the State of Florida.

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The Holding Company and the Bank shall use their respective best efforts to cause the Effective Time to occur on the Closing Date, or such later date as the Holding Company and the Bank shall mutually agree. The time that the Share Exchange shall become effective is hereinafter referred to as the "Effective Time."

SECTION 1.5 Dissenters Rights of Appraisal.

(a) Notwithstanding anything in this Agreement to the contrary, in accordance with Section 1301 et seq. of the FBCA (the "Appraisal Rights Provisions"), which are made applicable to the Bank Shareholders pursuant to Section 658.44 of the FFIC, any shares of Bank Common Stock that are issued and outstanding immediately prior to the Effective Time and that are held by any Bank Shareholders who: (i) have not voted in favor of adopting and approving this Agreement and (ii) shall have demanded properly in writing appraisal for such shares, and not effectively withdrawn, lost or failed to perfect their rights to appraisal (collectively, the "Dissenting Shares"), will not be converted into a right to receive shares of Holding Company Common Stock, but at the Effective Time, by virtue of the Share Exchange and without any action on the part of the holder thereof, shall be converted into the right to receive only those rights provided under the Appraisal Rights Provisions; provided, however, that all shares of Bank Common Stock held by any Bank Shareholders who shall have failed to perfect or who effectively shall have withdrawn or lost their rights to appraisal of such shares under the Appraisal Rights Provisions shall thereupon be deemed to have been converted, as of the Effective Time, into the right to receive shares of Holding Company Common Stock, in the manner provided in the this Agreement.

(b) The Bank Shareholders who have perfected statutory appraisal rights with respect to Dissenting Shares pursuant to the Appraisal Rights Provisions as aforesaid (the "Dissenting Shareholders") will not receive Holding Company Common Stock as provided in this Agreement, and instead will have only such rights as are provided by the Appraisal Rights Provisions with respect to such Dissenting Shares.

(c) The Bank shall have the opportunity and right to direct all negotiations and proceedings with respect to any such demands. The Holding Company shall not, except with the prior written consent of the Bank, make any payment with respect to, or settle or offer to settle, any such demands for appraisal by any Dissenting Shareholders.

(d) Each Dissenting Shareholder who becomes entitled under the Appraisal Rights Provisions to payment for Dissenting Shares shall receive payment therefor after the Effective Time from the Bank (but only after the amount thereof shall have been agreed upon or finally determined pursuant to the Appraisal Rights Provisions), and such shares of the Bank Common Stock shall be cancelled.

SECTION 1.6 Effect of the Share Exchange. The Share Exchange shall have the effects set forth in this Agreement and in the applicable provisions of the FBCA and FFIC.



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## ARTICLE II ADDITIONAL AGREEMENTS

SECTION 2.1 Bank Shareholder Meeting. The Bank shall as promptly as practicable following the date of this Agreement, take all action necessary to duly call, give notice of, convene and hold a meeting of the Bank Shareholders (the "Bank Shareholder Meeting"), for the purpose of obtaining the approval of this Agreement by the Bank Shareholders in accordance with applicable law.

SECTION 2.2 Approval and Consents; Cooperation; Integration. Subject to the terms and conditions of this Agreement, the Bank and the Holding Company shall cooperate with each other and use (and shall cause their respective affiliates to use) commercially reasonable efforts to take or cause to be taken all actions, and do or cause to be done all things, necessary or proper on their part under this Agreement and applicable laws to consummate and make effective the Share Exchange as soon as practicable, including (i) preparing and filing as promptly as practicable all documentation to effect all necessary applications, notices, petitions, filings, tax ruling requests and other documents and to obtain as promptly as practicable all consents, waivers, licenses, orders, registrations, approvals, permits, tax rulings and authorizations necessary to be obtained from any third party and/or any regulatory agency in order to consummate the Share Exchange (collectively, the "Required Approvals"), and (ii) taking all steps as may be reasonably necessary to obtain all such Required Approvals.

SECTION 2.3 Further Assurances. In case at any time before or after the Effective Time any further action is reasonably necessary to carry out the purposes of this Agreement or the Share Exchange, the proper officers of, the Bank and the Holding Company shall take any such reasonably necessary action.

## ARTICLE III CONDITIONS TO CONSUMMATION OF THE SHARE EXCHANGE

SECTION 3.1 Conditions to Each Party's Obligation to Effect the Share Exchange. The respective obligation of each party to effect the Share Exchange is subject to the satisfaction or written waiver at or prior to the Effective Time of each of the following conditions:

- (a) Shareholder Approval. This Agreement and the Share Exchange shall have been approved and adopted by the requisite affirmative vote of the Bank Shareholders entitled to vote thereon (the "Bank Shareholder Approval") at the Bank Shareholders Meeting.
- (b) Required Approvals. All Required Approvals shall have been obtained and shall remain in full force and effect and all statutory waiting periods in respect thereof shall have expired or been terminated.
- (c) No Injunction. No governmental authority of competent jurisdiction shall have enacted, issued, promulgated, enforced or entered any statute, law, ordinance, rule, regulation, judgment, decree, injunction or other order (whether temporary, preliminary or permanent) that is in effect and restrains, enjoins or otherwise prohibits consummation of the Share Exchange (collectively, an "Injunctive Order").

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(d) Burdensome Condition. There shall not be any action taken or proposed, or any law, statute, rule, regulation or order proposed, enacted, entered, enforced or deemed applicable to the Holding Company, the Bank or their affiliates, or the Share Exchange, by any governmental authority or by any other person, in connection with the grant of a Required Approval or otherwise in connection with the formation, organization, ownership or proposed operation of the Holding Company, the Bank or the Share Exchange, which the Holding Company or the Bank determines in good faith would be expected to (i) have a material adverse effect on the business, operations or prospects of the Holding Company or the Bank following the Effective Time, or (ii) materially reduce the benefits of the Share Exchange contemplated hereby to such a degree that the Holding Company or the Bank would not have entered into this Agreement had such conditions, restrictions or requirements been known or enacted as of the date hereof (any such action, statute, rule, regulation or order, a "Burdensome Condition").

#### ARTICLE IV TERMINATION AND AMENDMENT

SECTION 4.1 Termination. This Agreement may be terminated and the Share Exchange may be abandoned at any time prior to the Effective Time, notwithstanding adoption thereof by the Bank Shareholders:

- (a) by the mutual written consent of the Holding Company and the Bank;
- (b) by the Bank or the Holding Company, if any Required Approvals shall have been denied by final and non-appealable action of the governmental authority empowered to grant such approval or an application therefor shall have been permanently withdrawn at the invitation, request or suggestion of a governmental authority; or
- (c) by the Bank or the Holding Company, if the Bank Shareholder Approval shall not have been obtained at the Bank Shareholder Meeting or at any adjournment or postponement thereof.

SECTION 4.2 Effect of Termination. In the event of the termination of this Agreement pursuant to Section 4.1, this Agreement shall forthwith become void and there shall be no liability on the part of any party to this Agreement.

SECTION 4.3 Amendment. This Agreement may be amended by the Holding Company and the Bank by or on behalf of their respective Boards of Directors, at any time prior to the Effective Time, whether before or after adoption of this Agreement by the Bank Shareholders. This Agreement may not be amended except by an instrument in writing signed by the parties to this Agreement.

SECTION 4.4 Waiver. Any time prior to the Effective Time, any party to this Agreement may (i) extend the time for the performance of any of the obligations or other acts of the other parties to this Agreement, and (ii) subject to the requirements of applicable law, waive compliance with any of the agreements or conditions contained in this Agreement. Any such extension or waiver shall be valid if set forth in an instrument in writing signed by the party or parties to be bound thereby. The failure of any party to assert any rights or remedies shall not constitute a waiver of such rights or remedies.

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**ARTICLE V  
MISCELLANEOUS**

SECTION 5.1 Expenses. Each party to this Agreement shall bear all costs and expenses incurred by such party in connection with this Agreement and the Share Exchange.

SECTION 5.2 Notices. All notices, requests, claims, demands and other communications hereunder shall be in writing and shall be given (and shall be deemed to have been duly given upon receipt) by delivery in person, by email or by registered or certified mail (postage prepaid, return receipt requested) to the respective parties at the following addresses (or at such other address for a party as shall be specified by like notice):

If to the Bank:

C1 Bank  
100 5<sup>th</sup> Street South  
St. Petersburg, FL 33701  
Attention: Trevor Burgess

with an additional copy (which shall not constitute notice) to:

Shutts & Bowen LLP  
1500 Miami Center  
201 S. Biscayne Boulevard,  
Miami, Florida 33131  
Attention: Bowman Brown, Esq.

If to the Holding Company:

C1 Financial, Inc.  
100 5<sup>th</sup> Street South  
St. Petersburg, FL 33701  
Attention: Trevor Burgess

SECTION 5.3 Counterparts. This Agreement may be executed in one or more counterparts (including by facsimile or other means of electronic signature), each of which shall be deemed to constitute an original, but all of which together shall constitute one and the same instrument.

SECTION 5.4 Governing Law. This Agreement shall be deemed to be made in and in all respects shall be interpreted, construed and governed by and in accordance with the laws of the State of Florida, without regard to the conflict of law principles thereof.

SECTION 5.5 Entire Understanding. This Agreement constitutes the entire agreement of the parties to this Agreement with reference to the Reorganization and the Share Exchange contemplated hereby and supersedes all other prior agreements, understandings, representations

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and warranties, both written and oral, between the parties with respect to the subject matter hereof.

SECTION 5.6 No Third Party Beneficiaries. Nothing in this Agreement, expressed or implied, is intended to confer upon any person, other than the parties to this Agreement or their respective successors, any rights, remedies or liabilities under or by reason of this Agreement.

SECTION 5.7 Interpretation. When reference is made in this Agreement to a Section, such reference shall be to a Section of this Agreement unless otherwise indicated. Whenever the words "include", "includes" or "including" are used in this Agreement, they shall be deemed to be followed by the words "without limitation." The words "hereof," "herein," "hereby" and "hereunder" and words of similar import when used in this Agreement shall refer to this Agreement as a whole and not to any particular provision of this Agreement. The word "or" shall not be exclusive. This Agreement shall be construed without regard to any presumption or rule requiring construction or interpretation against the party drafting or causing any instrument to be drafted.

*[Signature Page Follows]*

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IN WITNESS WHEREOF, the parties have caused this Agreement to be executed in counterparts by their duly authorized officers, as of the day and year first above written.

CI BANK

By: 

Name: Trevor R. Burgess  
Title: Chief Executive Officer

CI FINANCIAL INC.

By: 

Name: Trevor R. Burgess  
Title: Chief Executive Officer