

FD9 000003738

(Requestor's Name)

(Address)

(Address)

(City/State/Zip/Phone #)

☐ PICK-UP

☐ WAIT

☐ MAIL

(Business Entity Name)

(Document Number)

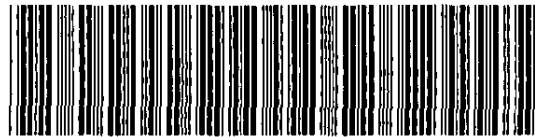
Certified Copies

2

Certificates of Status

Special Instructions to Filing Officer:

Office Use Only



300207838303

07/30/12--01009--001 **175.00

Effective date
7-31-12

Merger

JUL 30 2012

T. LEWIS

RECEIVED JUL 30 2012
MAIL ROOM

12 JUL 30 AM 10:46

FILED

SMITH MACKINNON, PA

ATTORNEYS AT LAW

SUITE 800
CITRUS CENTER
255 SOUTH ORANGE AVENUE
ORLANDO, FLORIDA 32801

POST OFFICE BOX 2254
ORLANDO, FLORIDA 32802-2254

TELEPHONE (407) 843-7300
FACSIMILE (407) 843-2448
E-MAIL: JPG7300@AOL.COM

JOHN P. GREELEY

July 27, 2012

Via Federal Express

Ms. Brenda Tadlock
Department of State
Division of Corporations
2661 Executive Center Circle
Tallahassee, FL 32301

Re: Florida Gulf Bancorp, Inc.
Florida Gulf Bank

Dear Brenda:

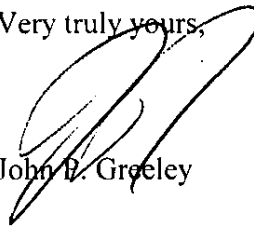
Enclosed are three copies of separate Articles of Merger relating to the separate mergers of Florida Gulf Bancorp, Inc. and Florida Gulf Bank. Also enclosed is a check in the amount of \$175.00 payable to the Florida Secretary of State for the filing fees.

We would appreciate it if you could have the enclosed Articles of Merger filed on Monday, July 30, 2012 and have two certified copies of each of the Articles of Merger returned to me.

If you have any questions regarding the foregoing, or if for any reason the Articles of Merger cannot be filed on July 30, 2012, I would appreciate it if you would let me know at your very earliest convenience.

As always, we very much appreciate your assistance.

Very truly yours,



John P. Greeley

JPG:erw

Enclosures

Copy to: William P. Valenti
President and Chief Executive Officer
Florida Gulf Bancorp, Inc. and Florida Gulf Bank

**ARTICLES OF MERGER
OF
FLORIDA GULF BANK
WITH AND INTO
IBERIABANK**

FILED

12 JUL 30 AM 10:46

**SECRETARY OF STATE
TALLAHASSEE FLORIDA**

*Effective date
7-31-12*

Florida Gulf Bank and IBERIABANK do hereby adopt the following Articles of Merger:

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

SECOND: The Plan of Merger is set forth in the Plan of Merger and Merger Agreement dated effective as of July 31, 2012, by and among IBERIABANK and Florida Gulf Bank (the "Merger Agreement"). A copy of the Merger Agreement is attached hereto and made a part hereof by reference as if fully set forth herein.

THIRD: The Merger shall become effective at 11:59 p.m., Fort Myers, Florida time, on July 31, 2012.

FOURTH: The Merger Agreement was adopted by the sole shareholder of Florida Gulf Bank as of July 23, 2012 and by the sole shareholder of IBERIABANK as of July 10, 2012.

FIFTH: The Articles of Incorporation of IBERIABANK shall serve as the Articles of Incorporation of the surviving corporation, 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 effective as of July 27, 2012.

FLORIDA GULF BANK

IBERIABANK

By: 

William P. Valenti
President and Chief Executive Officer

By: _____

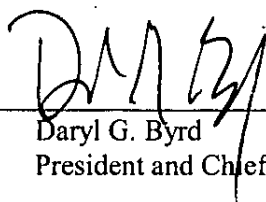
Daryl G. Byrd
President and Chief Executive Officer

IN WITNESS WHEREOF, the parties have caused these Articles of Merger to be executed effective as of July 27, 2012.

FLORIDA GULF BANK

By: _____
William P. Valenti
President and Chief Executive Officer

IBERIABANK

By:  _____
Daryl G. Byrd
President and Chief Executive Officer

PLAN OF MERGER AND MERGER AGREEMENT

IBERIABANK

and

FLORIDA GULF BANK

THIS PLAN OF MERGER AND MERGER AGREEMENT ("Agreement"), dated as of July 31, 2012, by and between IBERIABANK, a Louisiana commercial bank, having its principal place of business at 200 W. Congress Street, Lafayette, Louisiana 70501 ("IB"), and Florida Gulf Bank, a Florida commercial bank having its principal place of business at 9101 College Pointe Court, Fort Myers, Florida 33919 ("FGB"). Pursuant to the Agreement, FGB will merge with and into IB, with IB as the surviving bank.

WITNESSETH:

WHEREAS, the Boards of Directors of IB and FGB each believe that it is in the best interests of the banks and their sole shareholder, IBERIABANK Corporation ("IBKC") as to IB and Florida Gulf Bancorp, Inc. ("FGBC") as to FGB, to merge IB and FGB into a single bank in order that the resulting bank may operate with greater operating efficiency and an improved competitive position.

NOW, THEREFORE, in consideration of the mutual covenants, agreements and provisions hereinafter contained, and for the purpose of prescribing the terms and conditions of said merger and the mode of carrying the same into effect, IB and FGB have agreed and do hereby agree and covenant as follows:

ARTICLE I THE MERGER

In accordance with the provisions of this Agreement and applicable law, as promptly as practicable following the satisfaction or waiver of the conditions set forth in Article IX hereof, FGB will be merged with and into IB (the "Merger"). At the Effective Time (as defined in Article II of this Agreement), FGB shall cease to exist and IB shall continue its corporate existence as a Louisiana commercial bank (hereinafter sometimes referred to as the "Surviving Bank"). The name, identity, rights, privileges, powers, franchises, properties and assets of IB shall continue unaffected and unimpaired by the Merger. At the Effective Time, the identity and separate existence of FGB shall cease, all of the rights, privileges, powers, franchises, properties and assets of FGB shall be vested in the Surviving Bank, and the Surviving Bank shall be subject to all of the liabilities and obligations of FGB.

ARTICLE II EFFECTIVE TIME

Subject to the terms of all requirements of law and the conditions specified in this Agreement, including receipt of the approval of the Commissioner of Financial Institutions ("Commissioner") of the State of Louisiana and the Florida Office of Financial Regulation ("FOFR"), the Merger shall become effective on the date of and immediately after the effective time of the merger of Florida Gulf Bancorp, Inc. with and into IBKC (such time being herein called the "Effective Time"). Within 30 days after the issuance of the Certificate of Merger, a certified copy of the Certificates of Merger issued by the Commissioner, together with a certified copy of this Agreement, shall be filed for record in the Office of the Recorder of Mortgages in Lafayette Parish. In accordance with Florida law, Articles of Merger for the Merger shall be filed with the FOFR and Florida Department of State, effective as of July 31, 2012.

ARTICLE III NAMES OF PARTIES; BANKING OFFICES

3.1 Names of the Merging Banks. The names of the banks planning to merge are "IBERIABANK" and "Florida Gulf Bank."

3.2 Name of the Surviving Bank; Principal Office. At and after the Effective Time, the name of the Surviving Bank shall be "IBERIABANK" and its principal office will be located at 200 W. Congress Street, Lafayette, Louisiana 70501.

3.3 FGB Banking Offices. At the Effective Time, the main office and branch offices of FGB shall operate as branch offices of IB.

ARTICLE IV ARTICLES OF INCORPORATION

The Articles of Incorporation of IB, as in effect immediately prior to the Effective Time, shall be the Articles of Incorporation of the Surviving Bank until thereafter amended as provided therein and by applicable law.

ARTICLE V BYLAWS

The Bylaws of IB, as in effect immediately prior to the Effective Time, shall be the Bylaws of the Surviving Bank until thereafter amended as provided therein and by applicable law.

ARTICLE VI DIRECTORS AND EXECUTIVE OFFICERS

At and after the Effective Time, the directors and officers of the Surviving Bank shall consist of those persons who are serving as directors and executive officers, respectively, of IB

as of the Effective Time. Such persons shall continue to serve until the next annual meeting of the stockholders at which directors of IB are elected.

ARTICLE VII TRUST POWERS

At and after the Effective Time, the Surviving Bank shall have trust powers.

ARTICLE VIII DISPOSITION OF SHARES

7.1 Shares of the Surviving Bank. The shares of capital stock of IB common stock, par value \$1.00 per share, outstanding immediately prior to the Effective Time shall constitute the only outstanding shares of the Surviving Bank at and after the Effective Time.

7.2 Cancellation of Shares of FGB Common Stock. At the Effective Time, by virtue of the Merger and without any action on the part of IB or FGB, each share of the common stock of FGB, par value \$5.00 per share, issued and outstanding at the Effective Time shall be cancelled.

ARTICLE IX CONDITIONS

The obligations of the parties to effect the Merger shall be subject to the satisfaction of the following conditions at or prior to the Effective Time:

(a) All regulatory approvals and consents required for consummation of the Merger, including, but not limited to, the approvals of the Board of Governors of the Federal Reserve System, the Commissioner and FOFR, shall have been received, and all statutory or regulatory post-approval waiting periods shall have expired.

(b) IBKC, as the holder of all of the outstanding shares of voting stock of IB, and FGBC as the holder of all of the outstanding shares of voting stock of FGB, shall have approved this Agreement and the Merger as the holder of all of the outstanding shares of voting stock of IB and FGB.

ARTICLE X AMENDMENT

To the extent permitted by applicable law, this Agreement may be amended at any time before the Effective Time by a written instrument signed by IB and FGB.

ARTICLE XI TERMINATION

This Agreement may be terminated at any time before the Effective Time by a written instrument signed by IB and FGB.

ARTICLE XII FURTHER ACTS

If, at any time after the Effective Time, the Surviving Bank shall consider or be advised that any further assignments or assurances in law or any other acts are necessary or desirable (i) to vest, perfect, confirm or record in the Surviving Bank title to and possession of any property or right of FGB acquired as a result of the Merger, or (ii) otherwise to carry out the purposes of this Agreement, FGB or IB and its officers and directors shall execute and deliver all such proper deeds, assignments and assurances in law and do all acts necessary or proper to vest, perfect or confirm title to, and possession of, such property or rights in the Surviving Bank and otherwise to carry out the purposes of this Agreement; and FGB and its officers and directors shall be deemed to have granted to the proper officers and directors of the Surviving Bank an irrevocable power of attorney to do any such act, and the proper officers of the Surviving Bank are fully authorized in the name of FGB to take any and all such action.

ARTICLE XIII GOVERNING LAW

This Agreement shall be construed and interpreted in accordance with the laws of the State of Louisiana, except to the extent that the laws of the State of Florida, or federal law, apply.

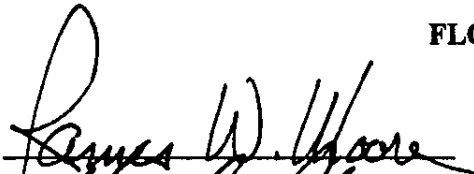

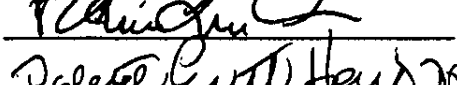
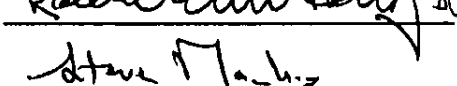
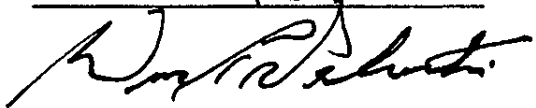
ARTICLE XIV COUNTERPARTS

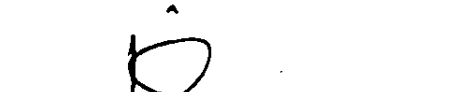

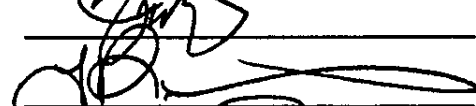
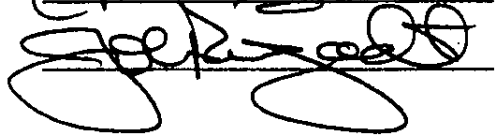
This Agreement may be executed in any number of counterparts, and each such counterpart shall be deemed to be an original instrument, but all such counterparts together shall constitute but one agreement.

IN WITNESS WHEREOF, this Agreement has been executed by a majority of the respective directors of each of the merging banks, as of the day and year first above written.

FOR THE BOARD OF DIRECTORS OF

FLORIDA GULF BANK




Raleel until May 2015




FOR THE BOARD OF DIRECTORS OF

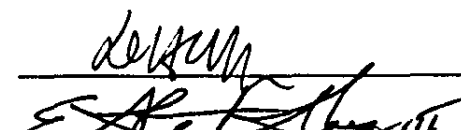
IBERIABANK

IN WITNESS WHEREOF, this Agreement has been executed by a majority of the respective directors of each of the merging banks, as of the day and year first above written.

FOR THE BOARD OF DIRECTORS OF
FLORIDA GULF BANK

FOR THE BOARD OF DIRECTORS OF
IBERIABANK


Elmer L. Akell
Vice President
DMSI


E. Kent Smith III
Vice President
John E. Korman III
Linnet P. Bryant, Jr.

CERTIFICATE OF SECRETARY OF

FLORIDA GULF BANK

I hereby certify that I am the duly elected Secretary of Florida Gulf Bank presently serving in such capacity and that the foregoing Agreement was, in the manner required by law, duly approved, without alteration or amendment, by Florida Gulf Bancorp, Inc. as the sole shareholder of Florida Gulf Bank.

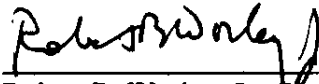
Certificate dated as of July 10, 2012.


Judith A. Bentley, Secretary

**CERTIFICATE OF SECRETARY OF
IBERIABANK**

I hereby certify that I am the duly elected Secretary of IBERIABANK, presently serving in such capacity and that the foregoing Agreement was, in the manner required by law, duly approved, without alteration or amendment, by IBERIABANK Corporation as the sole shareholder of IBERIABANK.

Certificate dated as of July 10, 2012.

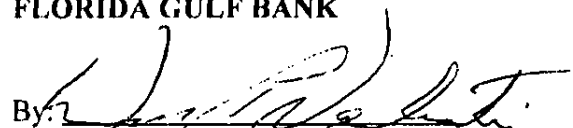


Robert B. Worley, Jr., Secretary

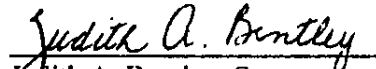
EXECUTION BY BANKS

Considering the approval of this Agreement by the sole shareholder of Florida Gulf Bank and IBERIABANK, as certified above, this Agreement is executed by such banks, acting through their respective Presidents and Chief Executive Officers, as of the 10th day of July, 2012.

FLORIDA GULF BANK

By: 
Name: William P. Valenti
Title: President and Chief Executive Officer

Attest:


Judith A. Bentley, Secretary

IBERIABANK

By: _____
Name: Daryl G. Byrd
Title: President and Chief Executive Officer

Attest:

Robert B. Worley, Jr., Secretary

EXECUTION BY BANKS

Considering the approval of this Agreement by the sole shareholder of Florida Gulf Bank and IBERIABANK, as certified above, this Agreement is executed by such banks, acting through their respective Presidents and Chief Executive Officers, as of the 10th day of July, 2012.

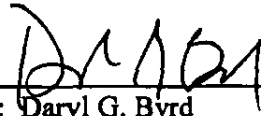
FLORIDA GULF BANK

By: _____
Name: William P. Valenti
Title: President and Chief Executive Officer

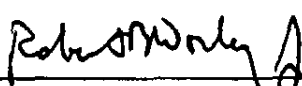
Attest:

Judy Bentley, Secretary

IBERIABANK

By:  _____
Name: Daryl G. Byrd
Title: President and Chief Executive Officer

Attest:

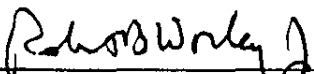
 _____
Robert B. Worley, Jr., Secretary

EXECUTION BY IBERIABANK CORPORATION

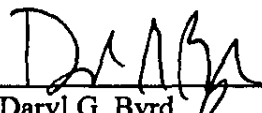
By execution hereof by its duly authorized officers, IBERIABANK Corporation hereby joins in the foregoing Agreement and undertakes that it will be bound thereby and will do and perform all acts and things therein referred to or provided to be done by it.

Attest:

IBERIABANK CORPORATION



Robert B. Worley, Jr., Secretary

By: 

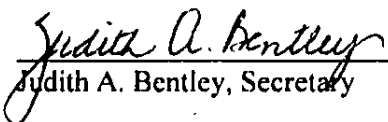
Name: Daryl G. Byrd
Title: President and Chief
Executive Officer

EXECUTION BY FLORIDA GULF BANCORP, INC.


By execution hereof by its duly authorized officers, Florida Gulf Bancorp, Inc. hereby joins in the foregoing Agreement and undertakes that it will be bound thereby and will do and perform all acts and things therein referred to or provided to be done by it.

Attest:

Florida Gulf Bancorp, Inc.



Judith A. Bentley, Secretary

By: 

Name: William P. Valenti
Title: President and Chief
Executive Officer

**ACKNOWLEDGMENT AS TO
FLORIDA GULF BANK**


STATE OF FLORIDA

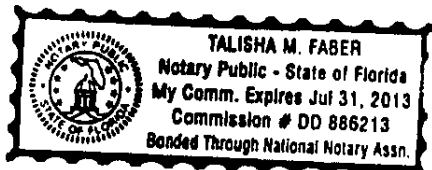
COUNTY OF LEE

BEFORE ME, the undersigned authority, personally came and appeared, William P. Valenti, who, being duly sworn, declared and acknowledged before me that he is the President and Chief Executive Officer of Florida Gulf Bank and that in such capacity he was duly authorized to and did execute the foregoing Agreement on behalf of such bank, for the purposes therein expressed and as his and such bank's free act and deed.


William P. Valenti, Appearer

Sworn to and subscribed before me
This 10th day of July, 2012


Notary Public



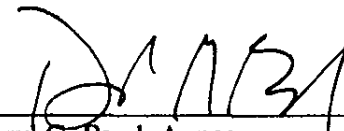
ACKNOWLEDGMENT AS TO

IBERIABANK

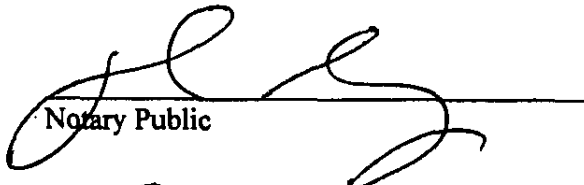
STATE OF LOUISIANA

PARISH OF LAFAYETTE

BEFORE ME, the undersigned authority, personally came and appeared Daryl G. Byrd, who, being duly sworn, declared and acknowledged before me that he is the President and Chief Executive Officer of IBERIABANK and that in such capacity he was duly authorized to and did execute the foregoing Agreement on behalf of such bank, for the purposes therein expressed and as his and such bank's free act and deed.


Daryl G. Byrd, Appearer

Sworn to and subscribed before me
This 10th day of July, 2012


Notary Public
Gerald Abshire Jr.
Laf

GERALD ABSHIRE, JR.
NOTARY PUBLIC ID #38883
LAFAYETTE PARISH, LA
LIFETIME COMMISSION