

Division of Corporations

Page 1 of 1

FO9000003738

**Florida Department of State
Division of Corporations
Electronic Filing Cover Sheet**

Note: Please print this page and use it as a cover sheet. Type the fax audit number (shown below) on the top and bottom of all pages of the document.

(((H15000050941 3)))



H150000509413ABCZ

Note: DO NOT hit the REFRESH/RELOAD button on your browser from this page. Doing so will generate another cover sheet.

To:
Division of Corporations
Fax Number : (850) 617-6380

From:
Account Name : C T CORPORATION SYSTEM
Account Number : FCAC00000023
Phone : (850) 222-1092
Fax Number : (850) 878-5368

****Enter the email address for this business entity to be used for future annual report mailings. Enter only one email address please.****

Email Address: _____

FILED
SECRETARY OF STATE
DIVISION OF CORPORATIONS
15 FEB 27 AM 8:25

**MERGER OR SHARE EXCHANGE
IBERIABANK**

Certificate of Status	0
Certified Copy	0
Page Count	19
Estimated Charge	\$70.00

EFFECTIVE DATE2-28-15

RECEIVED

15 FEB 27 AM 9:52

CLERK OF STATE
DIVISION OF CORPORATIONS
TALLAHASSEE, FLORIDA

Electronic Filing Menu

Corporate Filing Menu

Help

C.L.
3-2-15

FILED
SECRETARY OF STATE
DIVISION OF CORPORATIONS

(2/19)

15 FEB 27 AM 8:25

**ARTICLES OF MERGER
OF**

**FLORIDA BANK
WITH AND INTO
IBERIABANK**

EFFECTIVE DATE
2-28-15

F09000003738

Pursuant to the provisions of the Florida Business Corporation Act (the "Florida Act") and the Louisiana Banking Law (the "LBL"), IBERIABANK, a Louisiana banking corporation, and Florida Bank, a Florida banking corporation, do hereby adopt the following Articles of Merger for the purpose of merging Florida Bank with and into IBERIABANK:

FIRST: The names of the corporations which are parties to the merger (the "Merger") contemplated by these Articles of Merger are IBERIABANK and Florida Bank. The surviving corporation in the Merger is IBERIABANK.

SECOND: The Plan of Merger is set forth in the Plan of Merger and Merger Agreement by and between IBERIABANK and Florida Bank dated as of October 2, 2014 (the "Merger Agreement"). A copy of the Merger Agreement 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 10:59 p.m., Central Time, on February 28, 2015 in accordance with the provisions of the Florida Act and the LBL.

FOURTH: The Merger Agreement was adopted by the sole shareholder of Florida Bank pursuant to the applicable provisions of the Florida Act and the Florida Financial Institutions Codes on October 2, 2014. The Merger Agreement was adopted by the sole shareholder of IBERIABANK on October 2, 2014 pursuant to the applicable provisions of the LBL.

FIFTH: The address of IBERIABANK is 200 West Congress Street, Lafayette, Louisiana 70501.

SIXTH: IBERIABANK is deemed to have appointed the Florida Secretary of State as its agent for service of process in a proceeding to enforce any obligation or the rights of dissenting shareholders of Florida Bank.

SEVENTH: IBERIABANK has agreed to promptly pay to the dissenting shareholders of Florida Bank the amount, if any to which they are entitled under Section 607.1302 of the Act.

(Signatures on next page)

2/27/2015 9:41:58 From: To: 8506176380

(3/19)

FILED
SECRETARY OF STATE
DIVISION OF CORPORATIONS


15 FEB 27 AM 8:25

IN WITNESS WHEREOF, the parties have caused these Articles of Merger to be executed effective as of February 27, 2015.

IBERIABANK

FLORIDA BANK

By: _____


Daryl G. Byrd
President and Chief Executive Officer

By: _____


Susan Martinez
President and Chief Executive Officer

2/27/2015 9:41:58 From: To: 8506176380

(4/19)

FILED
SECRETARY OF STATE
DIVISION OF CORPORATIONS

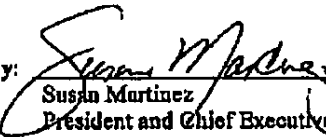
15 FEB 27 AM 8:25

IN WITNESS WHEREOF, the parties have caused these Articles of Merger to be executed effective as of February 27, 2015.

IBERIABANK

FLORIDA BANK

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

By:  _____
Susan Martinez
President and Chief Executive Officer

2/27/2015 9:41:58 From: To: 8506176380

(5/19)

EXHIBIT A
MERGER AGREEMENT

FILED
SECRETARY OF STATE
DIVISION OF CORPORATIONS
15 FEB 27 AM 8:25

PLAN OF MERGER

IBERIABANK

and

FLORIDA BANK

THIS PLAN OF MERGER ("Agreement"), dated as of October 2, 2014, by and between IBERIABANK, a Louisiana commercial bank ("IB"), and Florida Bank, a Florida commercial bank ("FB"). Pursuant to the Agreement, FB will be merged with and into IB, with IB as the surviving bank.

WITNESSETH:

WHEREAS, the Boards of Directors of IB and FB each believe that it is in the best interests of the banks and their sole shareholder, IBERIABANK Corporation ("IBKC"), to merge IB and FB 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 FB 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 VIII hereof, FB will be merged with and into IB (the "Merger"). At the Effective Time (as defined in Article II of this Agreement), FB 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 FB shall cease, all of the rights, privileges, powers, franchises, properties and assets of FB shall be vested in the Surviving Bank, and the Surviving Bank shall be subject to all of the liabilities and obligations of FB.

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, the Merger shall become effective (such time being herein called the "Effective Time") on the date of and immediately after the effective time of the merger of Florida Bank Group, Inc. with and into IBERIABANK Corporation (the "Holding Company Merger"). Thereafter, a certified copy of the Certificate 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, Louisiana, in Hillsborough County, Florida and in each county in the State of Florida where FB owns immovable property or extends credit.

ARTICLE III NAMES OF PARTIES

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

3.2 Name of the Surviving Bank. At and after the Effective Time, the name of the Surviving Bank shall be "IBERIABANK."

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 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 officers, respectively, of IB as of the Effective Time.

ARTICLE VII
DISPOSITION OF SHARES

7.1 Shares of the Surviving Bank. The shares of capital stock of IB 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 FB Capital Stock. At the Effective Time, by virtue of the Merger and without any action on the part of IB or FB, each share of (a) the *common stock* of FB, par value \$1.00 per share, issued and outstanding at the Effective Time shall be cancelled.

ARTICLE VIII
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 and the Commissioner, shall have been received, and all statutory or regulatory post-approval waiting periods shall have expired.

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

(c) The Holding Company Merger shall be effective.

ARTICLE IX
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 FB.

ARTICLE X
TERMINATION

This Agreement may be terminated at any time before the Effective Time by a written instrument signed by IB and FB. This Agreement will terminate automatically upon the termination of the Agreement and Plan of Merger by and between IBKC and Florida Bank Group, Inc. prior to the effective time of the Holding Company Merger.

**ARTICLE XI
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 FB acquired as a result of the Merger, or (ii) otherwise to carry out the purposes of this Agreement, FB 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 FB 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 FB to take any and all such action.

**ARTICLE XII
GOVERNING LAW**

This Agreement shall be construed and interpreted in accordance with the laws of the State of Louisiana applicable to agreements made and entirely to be performed within such jurisdiction.

**ARTICLE XIII
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.

FILED
SECRETARY OF STATE
DIVISION OF CORPORATIONS

15 FEB 27 AM 8:26

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 BANK

[Signature]
[Signature]
[Signature]
[Signature]

[Signature]
[Signature]
[Signature]

FOR THE BOARD OF DIRECTORS OF

IBERIABANK

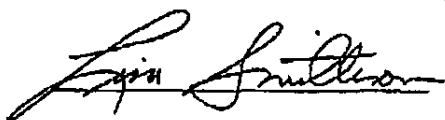
[Signature]
[Signature]
[Signature]
[Signature]
[Signature]

[Signature]
[Signature]
[Signature]
[Signature]

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 BANK



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 BANK

Stanley J. Calderon

FOR THE BOARD OF DIRECTORS OF

IBERIABANK

Stanley J. Calderon

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 BANK

 A A A A

FOR THE BOARD OF DIRECTORS OF

IBERIABANK

**CERTIFICATE OF SECRETARY OF
FLORIDA BANK**

I hereby certify that I am the duly elected Secretary of Florida 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 the required vote of the shareholder of Florida Bank.

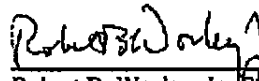
Certificate dated as of October 2, 2014


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 the required vote of the shareholder of IBERIABANK.

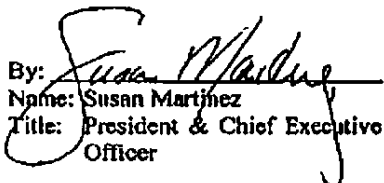
Certificate dated as of October 2, 2014


Robert B. Worley, Jr., Secretary

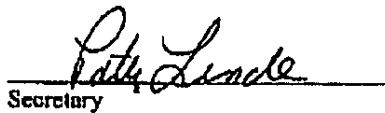
EXECUTION BY BANKS

Considering the approval of this Agreement by the sole shareholder of Florida Bank and IBERIABANK, as certified above, this Agreement is executed by such banks, acting through their respective Presidents, as of the 2nd day of October, 2014.

FLORIDA BANK

By: 
Name: Susan Martinez
Title: President & Chief Executive Officer

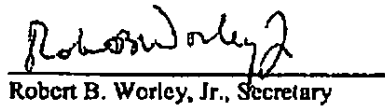
Attest:


Secretary

IBERIABANK

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

Attest:

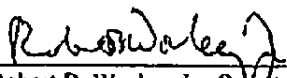

Robert B. Worley, Jr., Secretary

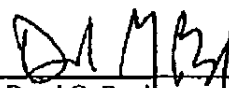
EXECUTION BY IBERIABANK CORPORATION

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

**ACKNOWLEDGMENT AS TO
FLORIDA BANK**

STATE OF FLORIDA

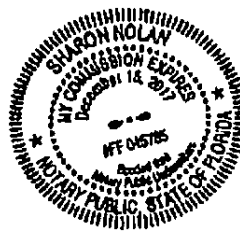
COUNTY OF HILLSBOROUGH

BEFORE ME, the undersigned authority, personally came and appeared, Susan Martinez, who, being duly sworn, declared and acknowledged before me that she is the President of Florida 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.

~~Susan Martinez, Apparer~~

Sworn to and subscribed before me
This 2nd day of October, 2014

Notary Public



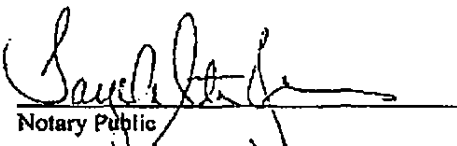
**ACKNOWLEDGMENT AS TO
IBERIABANK**

**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 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 2nd day of October, 2014


Notary Public

