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2018 FEB 28 AM 10:26
CLERK OF DISTRICT COURT
TALLAHASSEE, FLORIDA

FILED
2018 FEB 28 PM 4:19
CLERK OF DISTRICT COURT
TALLAHASSEE, FLORIDA

EFFECTIVE DATE

March 1, 2018

merger/cc

MAR -1 2018

ALBRITTON

~~FILE~~ **file Second**

CORPORATION SERVICE COMPANY
1201 Hays Street
Tallahassee, FL 32301
Phone: 850-558-1500

ACCOUNT NO. : I20000000195

REFERENCE : 090024 4346135

AUTHORIZATION :

COST LIMIT : \$100.00

Spurden \$78.75

ORDER DATE : February 28, 2018

ORDER TIME : 3:28 PM

ORDER NO. : 090024-010

CUSTOMER NO: 4346135

ARTICLES OF MERGER

FLORIDIAN COMMUNITY HOLDINGS,
INC.

INTO

FCB FINANCIAL HOLDINGS, INC.

PLEASE RETURN THE FOLLOWING AS PROOF OF FILING:

☒ XXX CERTIFIED COPY
☐ PLAIN STAMPED COPY

CONTACT PERSON: Roxanne Turner

EXAMINER'S INITIALS:

10

Execution Version

**ARTICLES OF MERGER
OF
FLORIDIAN COMMUNITY HOLDINGS, INC.
WITH AND INTO
FCB FINANCIAL HOLDINGS, INC.**

EFFECTIVE DATE
March 1, 2018

Pursuant to Section 607.1108 of the Florida Business Corporation Act (the "Act"), Floridian Community Holdings, Inc., a Florida corporation, and FCB Financial Holdings, Inc., a Delaware corporation, 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 Floridian Community Holdings, Inc. and FCB Financial Holdings, Inc. The surviving corporation in the Merger is FCB Financial Holdings, Inc.

SECOND: The Plan of Merger is set forth in the Agreement and Plan of Merger of Floridian Community Holdings, Inc. with and into FCB Financial Holdings, Inc. dated as of November 27, 2017 (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 12:01 a.m., Eastern Standard Time on March 1, 2018 in accordance with the provisions of the Act.

FOURTH: The Merger Agreement was adopted by the board of directors and the shareholders of Floridian Community Holdings, Inc. pursuant to the applicable provisions of the Act on November 27, 2017 and February 20, 2018, respectively. The Merger Agreement was adopted by the board of directors of FCB Financial Holdings, Inc. pursuant to the applicable provisions of the General Corporation Law of the State of Delaware on November 27, 2017. The shareholders of FCB Financial Holdings, Inc. were not required to approve the Merger.

FIFTH: The address of FCB Financial Holdings, Inc. is 2500 Weston Road, Suite 300, Weston, Florida 33331.

SIXTH: FCB Financial Holdings, Inc. is deemed to have appointed the Secretary of State as its agent for service of process in a proceeding to enforce any obligation or rights of dissenting shareholders of Floridian Community Holdings, Inc.

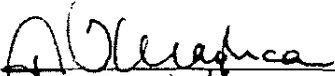
SEVENTH: FCB Financial Holdings, Inc. has agreed to promptly pay to the dissenting shareholders of Floridian Community Holdings, Inc. the amount, if any, to which they are entitled under Section 607.1302 of the Act.

[Signature page follows]

FILED
2018 FEB 23 AM 10:11
SECRETARY OF STATE
FLORIDA

IN WITNESS WHEREOF, the parties have caused these Articles of Merger to be executed effective as of February 28, 2018.

**FLORIDIAN COMMUNITY
HOLDINGS, INC.**

By: 
Name: Joseph Marzouca
Title: Chairman & CEO

FCB FINANCIAL HOLDINGS, INC.

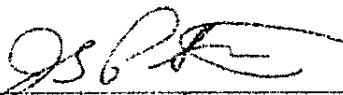
By: _____
Name: _____
Title: _____

IN WITNESS WHEREOF, the parties have caused these Articles of Merger to be executed effective as of March 1, 2018.

**FLORIDIAN COMMUNITY
HOLDINGS, INC.**

By: _____
Name:
Title:

FCB FINANCIAL HOLDINGS, INC.

By:  _____
Name: JACK PARTNERS
Title: SUPA CEO

PARENT MERGER AGREEMENT

**AGREEMENT AND PLAN OF MERGER OF
FLORIDIAN COMMUNITY HOLDINGS, INC.
WITH AND INTO
FCB FINANCIAL HOLDINGS, INC.**

This Agreement and Plan of Merger (this "*Agreement*") dated as of November 27, 2017, adopted and made by and between FCB Financial Holdings, Inc. ("*Parent*"), a Delaware corporation, and Floridian Community Holdings, Inc. ("*Company*"), a Florida corporation.

WITNESSETH:

WHEREAS, Flamingo Sub, Inc. is a Florida corporation ("*Merger Sub*"), all of the issued and outstanding shares of which are owned as of the date hereof directly by Parent;

WHEREAS, Parent, the Company and Merger Sub have entered into an Agreement and Plan of Merger, dated as of November 27, 2017 (the "*Merger Agreement*"), pursuant to which the Merger Sub will merge with and into the Company, with the Company being the surviving company (the "*Merger*");

WHEREAS, the Merger Agreement contemplates that, immediately after the Merger, the Company will merge with and into Parent, with Parent being the surviving corporation (the "*Parent Merger*"); and

WHEREAS, the respective Boards of Directors of the Company and Parent have determined that the Parent Merger, under and pursuant to the terms and conditions herein set forth or referred to, is consistent with, and will further, the strategies and goals of the Company and Parent, respectively, and the Boards of Directors of the Company and Parent have authorized and approved the execution and delivery of this Agreement by their respective officers.

NOW, THEREFORE, in consideration of the premises and of the mutual agreements herein contained, the parties hereto do hereby agree as follows:

**ARTICLE 1
MERGER**

Subject to the terms and conditions of this Agreement, on the Effective Date (as hereinafter defined), immediately following the Merger, the Company shall be merged with and into Parent pursuant to the provisions of, and with the effect provided in, the General Corporation Law of the State of Delaware (the "*DGCL*") and the Business Corporation Act of the State of Florida (the "*FBCA*"). On the Effective Date, the separate existence of the Company shall cease, and Parent, as the surviving corporation (the "*Surviving Corporation*"), shall continue unaffected and unimpaired by the Parent Merger, and shall be liable for all the liabilities

of the Company existing as of the Effective Date. Notwithstanding anything herein to the contrary, the Parent Merger shall not occur until the Merger occurs.

ARTICLE 2 ARTICLES OF INCORPORATION AND BY-LAWS

The Restated Certificate of Incorporation and the Restated By-Laws of Parent in effect immediately prior to the Effective Date shall be the Restated Certificate of Incorporation and the Restated By-Laws of the Surviving Corporation, in each case until amended in accordance with applicable law.

ARTICLE 3 BOARD OF DIRECTORS AND OFFICERS

On the Effective Date, the Board of Directors of the Surviving Corporation shall consist of those persons serving as directors of Parent immediately prior to the Effective Date, and the officers of the Surviving Corporation shall consist of those persons serving as officers of Parent immediately prior to the Effective Date.

ARTICLE 4 CAPITAL

The shares of capital stock of Parent issued and outstanding immediately prior to the Effective Date shall, on the Effective Date, continue to be issued and outstanding and unaffected by the Parent Merger.

The shares of capital stock of the Company held by Parent immediately after the Merger and immediately prior to the Effective Date shall, on the Effective Date, by virtue of the Parent Merger, and without any action on the part of the holder thereof, be canceled and retired, and no cash, new shares of common stock, or other property shall be delivered in exchange therefor.

ARTICLE 5 EFFECTIVE DATE OF THE PARENT MERGER

The Parent Merger shall be effective at the time and date set forth in the certificate of merger and articles of merger filed in connection with the Parent Merger with the Secretary of State of the State of Delaware and the Secretary of State of the State of Florida in accordance with the provisions of, and with the effect provided in, the DGCL and the FBCA, respectively, such date and time to immediately follow the Merger (such date and time being herein referred to as the "*Effective Date*").

ARTICLE 6 FURTHER ASSURANCES

If at any time the Surviving Corporation shall consider or be advised that any further assignments, conveyances or assurances are necessary or desirable to vest, perfect or confirm in the Surviving Corporation title to any property or rights of the Company, or otherwise carry out the provisions hereof, the proper officers and directors of the Company, as of the Effective Date, and thereafter the officers of the Surviving Corporation acting on behalf of the Company shall execute and deliver any and all proper assignments, conveyances and assurances, and do all things necessary or desirable to vest, perfect or confirm title to such property or rights in the Surviving Corporation and otherwise carry out the provisions hereof. The Parent Merger shall be subject to the approval of the sole shareholder of the Company, which may be obtained by written consent.

ARTICLE 7 TERMINATION

Anything contained in this Agreement to the contrary notwithstanding, this Agreement may be terminated by the mutual consent of the parties hereto and shall terminate automatically with no further action by either party in the event that the Merger Agreement is terminated.

ARTICLE 8 AMENDMENTS

Before the Effective Time, any provision of this Agreement may be amended or modified at any time, but only by a written agreement executed in the same manner as this Agreement, except to the extent that any such amendment would violate applicable law.

ARTICLE 9 GOVERNING LAW

This Agreement is governed by, and will be interpreted in accordance with, the laws of the State of Delaware (without giving effect to any principles of conflicts of law or choice of law that would have the effect of giving effect to the laws of another jurisdiction).


ARTICLE 10 COUNTERPARTS

This Agreement may be executed in multiple counterparts, and may be delivered by means of facsimile or email (or any other electronic means such as ".pdf" or ".tiff" files), each of which shall be deemed to constitute an original, but all of which together shall be deemed to constitute one and the same instrument.

* * *

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

FCB FINANCIAL HOLDINGS, INC.

By: 
Name: Jack Parago
Title: SVP & CFO

**FLORIDIAN COMMUNITY
HOLDINGS, INC.**

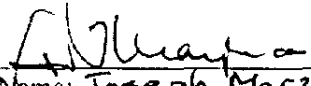
By: _____
Name: _____
Title: _____

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

FCB FINANCIAL HOLDINGS, INC.

By: _____
Name:
Title:

**FLORIDIAN COMMUNITY
HOLDINGS, INC.**

By: 
Name: Joseph Marzouca
Title: Chairman & CEO