

H56028

Florida Department of State
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H160000544173ABC

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To:

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

From:

Account Name : C T CORPORATION SYSTEM
Account Number : FCA000000023
Phone : (850) 205-8842
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Merger
MAR 10 2016
K. WHITE

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

Email Address: _____

**MERGER OR SHARE EXCHANGE
CENTERSTATE BANK OF FLORIDA, N.A.**

Certificate of Status	0
Certified Copy	0
Page Count	17
Estimated Charge	\$70.00

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16 MAR -2 PM 2:02

DEPARTMENT OF REVENUE
TALLAHASSEE, FLORIDA

SECRETARY OF STATE
TALLAHASSEE, FLORIDA

16 MAR -2 PM 8:58

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16 MAR -2 PM 8:58

SECRETARY OF STATE
TALLAHASSEE FLORIDA

**ARTICLES OF MERGER
OF
COMMUNITY BANK OF FLORIDA, INC.
WITH AND INTO
CENTERSTATE BANK OF FLORIDA, N.A.**

Pursuant to the provisions of the Florida Business Corporation Act (the "Act"), CenterState Bank of Florida, N.A., a national banking association, and Community Bank of Florida, Inc., a Florida banking corporation, do hereby adopt the following Articles of Merger for the purpose of merging Community Bank of Florida, Inc. with and into CenterState Bank of Florida, N.A.:

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

SECOND: The Plan of Merger is set forth in the Plan of Merger and Merger Agreement by and between CenterState Bank of Florida, N.A. and Community Bank of Florida, Inc. dated as of October 5, 2015 (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 12:02 a.m., Winter Haven, Florida time, on March 1, 2016 in accordance with the provisions of the Act.

FOURTH: The Merger Agreement was adopted by the sole shareholder of Community Bank of Florida, Inc. pursuant to the applicable provisions of the Act and the Florida Financial Institutions Codes on October 5, 2015. The Merger Agreement was adopted by the sole shareholder of CenterState Bank of Florida, N.A. on October 5, 2015.

FIFTH: The address of CenterState Bank of Florida, N.A. is 1101 First Street South, Winter Haven, Florida 33880.

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

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

[Signature page follows]

3/2/2016 12:59:01 PM From: To: 8506176380(3/16)

IN WITNESS WHEREOF, the parties have caused these Articles of Merger to be executed effective as of February 21, 2016.

CENTERSTATE BANK OF FLORIDA, N.A.

By: _____

John C. Corbett
President and Chief Executive Officer

COMMUNITY BANK OF FLORIDA, INC.

By: _____

Robert L. Epling
President and Chief Executive Officer

IN WITNESS WHEREOF, the parties have caused these Articles of Merger to be executed effective as of February 29, 2016.

CENTERSTATE BANK OF FLORIDA, N.A.

COMMUNITY BANK OF FLORIDA, INC.

By: _____
John C. Corbett
President and Chief Executive Officer

By: R. L. Epling
Robert L. Epling
President and Chief Executive Officer

3/2/2016 12:59:01 PM From: To: 8506176380(5/16)

EXHIBIT A

MERGER AGREEMENT

PLAN OF MERGER AND MERGER AGREEMENT

**COMMUNITY BANK OF FLORIDA, INC.
with and into
CENTERSTATE BANK OF FLORIDA, N.A.
under the charter of
CENTERSTATE BANK OF FLORIDA, N.A.
under the title of
"CENTERSTATE BANK OF FLORIDA, N.A."
("Resulting Bank")**

THIS AGREEMENT is made this 5th day of October, 2015, between CenterState Bank of Florida, N.A. (hereinafter referred to as "CenterState Bank of Florida, N.A." and the "Resulting Bank"), a national banking association, with its main office located at 1101 First Street South, Winter Haven, Florida 33880; and Community Bank of Florida, Inc. (hereinafter referred to as "Community Bank" and, together with CenterState Bank of Florida, N.A., the "Banks"), a Florida banking corporation, with its main office located at 28801 Southwest 157th Avenue, Homestead, Florida 33090.

WHEREAS, at least a majority of the entire Board of Directors of CenterState Bank of Florida, N.A. has approved this Agreement and authorized its execution pursuant to the authority given by and in accordance with the provisions of The National Bank Act (the "Act");

WHEREAS, at least a majority of the entire Board of Directors of Community Bank has approved this Agreement and authorized its execution in accordance with Florida Statutes §658.42 and the Act; and

WHEREAS, CenterState Banks, Inc., which owns all of the outstanding shares of CenterState Bank of Florida, N.A., and Community Bank of South Florida, Inc. which owns all of the outstanding shares of Community Bank, have entered into an Agreement and Plan of Merger (the "Plan of Merger, Inc.") which, among other things, contemplates the merger of Community Bank of South Florida, Inc. with and into CenterState Banks, Inc., all subject to the terms and conditions of such Plan of Merger (the "BHC Merger"); and

WHEREAS, each of the Banks is entering this Agreement to provide for the merger of Community Bank with and into CenterState Bank of Florida, N.A., with CenterState Bank of Florida, N.A. being the surviving corporation of such merger transaction subject to, and as soon as practicable following, the closing of the BHC Merger.

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

SECTION 1

Subject to the terms and conditions of this Agreement and the closing of the BHC Merger, at the Effective Time (as defined below) and pursuant to the Act, Community Bank shall

be merged with and into CenterState Bank of Florida, N.A. (the "Merger"). Upon consummation of the Merger, CenterState Bank of Florida, N.A. shall continue its existence as the surviving company and Resulting Bank under the charter of the Resulting Bank and the separate corporate existence of Community Bank shall cease. The closing of the Merger shall become effective at the time specified in the certificate of merger issued by the Office of the Comptroller of the Currency (the "OCC") in connection with the Merger (such time when the Merger becomes effective, the "Effective Time").

SECTION 2

The name of the Resulting Bank shall be "CenterState Bank of Florida, National Association," or such other name as such bank may adopt prior to the Effective Time. The Resulting Bank will exercise trust powers.

SECTION 3

The business of the Resulting Bank shall be that of a national banking association. This business shall be conducted by the Resulting Bank at its main office which shall be located at 1101 First Street South, Winter Haven, Florida 33880, as well as all of the banking offices of CenterState Bank, N.A. and the banking offices of Community Bank that are acquired in the Merger (which such banking offices are set forth on Exhibit A to this Agreement and shall continue to conduct operations after the closing of the Merger as branch offices of CenterState Bank of Florida, N.A.). The savings accounts of the Resulting Bank will be issued by the Resulting Bank in accordance with the Act.

SECTION 4

Immediately upon the Merger becoming effective, the amount of issued and outstanding capital stock of the Resulting Bank shall be the amount of capital stock of CenterState Bank of Florida, N.A. issued and outstanding immediately prior to the Merger becoming effective. Preferred stock shall not be issued by the Resulting Bank.

SECTION 5

All assets of Community Bank and the Resulting Bank, as they exist at the effective time of the Merger 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 Community Bank and the Resulting Bank existing as of the effective time of the Merger, all in accordance with the provisions of the Act.

SECTION 6

CenterState Bank of Florida, N.A. and Community Bank shall contribute to the Resulting Bank acceptable assets having a book value, over and above liability to its creditors, in such amounts as set forth on the books of CenterState Bank of Florida, N.A. and Community Bank at the time the Merger becomes effective.

SECTION 7

At the effective time of the Merger, each outstanding share of common stock of Community Bank shall be cancelled with no consideration being paid therefor.

Outstanding certificates representing shares of the common stock of Community Bank shall, at the effective time of the Merger, be cancelled.

SECTION 8

Upon the Effective Time, the then outstanding shares of the CenterState Bank of Florida, N.A.'s Common Stock shall continue to remain outstanding shares of CenterState Bank of Florida, N.A.'s Common Stock, all of which shall continue to be owned by CenterState Banks, Inc.

SECTION 9

The directors of the Resulting Bank following the Effective Time shall consist of those directors of CenterState Bank of Florida, N.A. as of the Effective Time, who shall serve until their respective successors are duly elected or appointed and qualified or until their earlier death, resignation or removal. The executive officers of the Resulting Bank following the Effective Time shall consist of those executive officers of CenterState Bank of Florida, N.A. as of the Effective Time who shall serve until their respective successors are duly elected or appointed and qualified or until their earlier death, resignation or removal.

SECTION 10

This Agreement has been approved by CenterState Banks, Inc., which owns all of the outstanding shares of CenterState Bank of Florida, N.A. and by Community Bank of South Florida, Inc. which owns all of the outstanding shares of Community Bank.

SECTION 11

This Agreement is also subject to the following terms and conditions:

- (a) The BHC Merger shall have closed and become effective.
- (b) The OCC shall have approved this Agreement and the Merger and shall have issued all other necessary authorizations and approvals for the Merger, and any statutory waiting period shall have expired.

SECTION 12

Each of the Banks hereby invites and authorizes the OCC to examine each of such bank's records in connection with the Merger.

SECTION 13

Effective as of the time this Merger shall become effective, the Articles of Association and Bylaws of the Resulting Bank shall consist of the Articles of Association and Bylaws of the Resulting Bank as in effect immediately prior to the time this Merger shall become effective.

SECTION 14

This Agreement shall terminate if and at the time of any termination of the Plan of Merger.

SECTION 15

This Agreement embodies the entire agreement and understanding of the Banks with respect to the transactions contemplated hereby, and supersedes all other prior commitments, arrangements or understandings, both oral and written, among the Banks with respect to the subject matter hereof.

The provisions of this Agreement are intended to be interpreted and construed in a manner so as to make such provisions valid, binding and enforceable. In the event that any provision of this Agreement is determined to be partially or wholly invalid, illegal or unenforceable, then such provision shall be deemed to be modified or restricted to the extent necessary to make such provision valid, binding and enforceable, or, if such provision cannot be modified or restricted in a manner so as to make such provision valid, binding and enforceable, then such provision shall be deemed to be excised from this Agreement and the validity, binding effect and enforceability of the remaining provisions of this Agreement shall not be affected or impaired in any manner.

No waiver, amendment, modification or change of any provision of this Agreement shall be effective unless and until made in writing and signed by the Banks. No waiver, forbearance or failure by any Bank of its rights to enforce any provision of this Agreement shall constitute a waiver or estoppel of such Bank's right to enforce any other provision of this Agreement or a continuing waiver by such Bank of compliance with any provision hereof.

Except to the extent Federal law is applicable 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 will be binding upon, inure to the benefit of, and be enforceable by, the Banks' respective successors and permitted assigns.

Unless otherwise expressly stated herein, this Agreement shall not benefit or create any right of action in or on behalf of any person or entity other than the Banks.

This Agreement may be executed in counterparts (including by facsimile or optically-scanned electronic mail attachment), each of which shall be deemed to be original, but all of which together shall constitute one and the same instrument.

3/2/2016 12:59:01 PM From: To: 8506176380(10/16)

IN WITNESS WHEREOF, the undersigned have signed this Plan of Merger and Merger Agreement effective as of the date and year first set forth above.

CENTERSTATE BANK OF FLORIDA, N.A.

By: _____


John C. Corbett

As its: President and Chief Executive Officer

COMMUNITY BANK OF FLORIDA, INC.

By: _____

Robert L. Epling

As its: President and Chief Executive Officer

3/2/2016 12:59:01 PM From: To: 8506176380(11/16)

IN WITNESS WHEREOF, the undersigned have signed this Plan of Merger and Merger Agreement effective as of the date and year first set forth above.

CENTERSTATE BANK OF FLORIDA, N.A.

By: _____
John C. Corbett
As its: President and Chief Executive Officer

COMMUNITY BANK OF FLORIDA, INC.

By: _____
Robert C. Epling
As its: President and Chief Executive Officer

EXHIBIT A TO PLAN OF MERGER AND MERGER AGREEMENT

BANKING OFFICES OF THE RESULTING BANK

Main Office:

1101 First Street South
Winter Haven, FL 33880

Branch Offices:

3670 Havendale Boulevard
Auburndale, Florida 33823

1375 North Broadway
Bartow, Florida 33831

10990 U.S. Highway 441 Southeast
Bellevue, Florida 34420

1515 North Federal Highway, Suite 100
Boca Raton, Florida 33432

7301 West Palmetto Park Road
Boca Raton, Florida 33433

102 West Robertson Street
Brandon, Florida 33511

12435 Cortez Boulevard
Brooksville, Florida 34613

114 Belt Drive
Bushnell, Florida 33513

205 South W.C. Owen Avenue
Clewiston, Florida 33440

3301 North University Drive, Suite 110
Coral Springs, Florida 33065

500 North Summit Street
Crescent City, Florida 32112

14045 Seventh Street
Dade City, Florida 33525

100 East Polo Park
Davenport, Florida 33837

42725 Highway 27
Davenport, Florida 33837

3/2/2016 12:59:01 PM From: To: 8506176380(13/16)

909 SE 5th Avenue
Delray Beach, Florida 33483

1 Eastgate Square
East Palatka, Florida 32131

15830 U.S. Hwy 441
Eustis, Florida 32726

302 W. Palm Drive
Florida City, Florida 33034

2419 East Commercial Blvd., Suite 102
Ft. Lauderdale, Florida 33408

901 East Las Olas Blvd., Suite 103
Ft. Lauderdale, Florida 33301

5001 Okeechobee Road
Ft. Pierce, Florida 34947

1105 W. Broad Street
Groveland, Florida 34736

36205 Highway 27
Haines City, Florida 33844

36099 U.S. Highway 27
Haines City, Florida 33844

28801 SW 157th Avenue
Homestead, Florida 33033

15600 SW 288 Street
Homestead, Florida 33033

809 N. Flagler Avenue
Homestead, Florida 33030

2804 NE 8th Street
Homestead, Florida 33030

1120 S.R. 20
Interlachen, Florida 32148

1234 King Street
Jacksonville, Florida 32204

2922 Corinthian Avenue
Jacksonville, Florida 32210

3/2/2016 12:59:01 PM From: To: 8506176380(14/16)

7077 Bonneval Road
Jacksonville, Florida 32216

100150 Overseas Highway
Key Largo, Florida 33037

349 W. Oak Street
Kissimmee, Florida 34741

45 Bridge Street
Labelle, Florida 33935

500 South Florida Avenue
Lakeland, Florida 33801

4719 South Florida Avenue
Lakeland, Florida 33803

3221 S. Florida Avenue
Lakeland, Florida 33803

155 Lake Shore Way
Lake Alfred, Florida 33850

300 West Central Avenue
Lake Wales, Florida 33853

4144 Ashton Club Drive
Lake Wales, Florida 33859

903 West North Boulevard
Leesburg, Florida 34748

19990 SW 177th Avenue
Miami, Florida 33187

18765 S. Dixie Highway
Miami, Florida 33157

763 East 3rd Avenue
New Smyrna Beach, Florida 32169

406 East Silver Springs Boulevard
Ocala, Florida 34470

7755 S.W. 65th Avenue
Ocala, Florida 34476

811 N.E. 36th Avenue
Ocala, Florida 34470

3/2/2016 12:59:01 PM From: To: 8506176380(15/16)

4905 N.W. Blichton Road
Ocala, Florida 34482

2100 S. Parrott Avenue
Okeechobee, Florida 34974

945 South Orange Avenue
Orlando, Florida 32806

12285 S. Orange Blossom Trail
Orlando, Florida 32837

10891 N. Military Trail
Palm Beach Gardens, Florida 33410

305 South Wheeler Street
Plant City, Florida 33563

850 Cypress Parkway
Poinciana, Florida 34759

9815 S. U.S. Hwy 1
Port St. Lucie, Florida 34952

24701 S. Dixie Highway
Princeton, Florida 33032

2801 Thirteenth Street
St. Cloud, Florida 34769

10101 Bloomingdale Avenue
Riverview, Florida 33578

420 West First Street
Sanford, Florida 32771

4898 East Irla Bronson Memorial Highway
St. Cloud, Florida 34771

2400 S.E. Monterey Road, Suite 100
Stuart, Florida 34996

91390 Overseas Highway
Tavernier, Florida 33070

1815 State Road 60 East
Valrico, Florida 33594

855 21st Street
Vero Beach, Florida 32960

3/2/2016 12:59:01 PM From: To: 8506176380 (16/16)

7722 State Road 544 East
Winter Haven, Florida 33881

1500 Lee Road
Winter Park, Florida 32789

6930 Gall Boulevard
Zephyrhills, Florida 33542

Charter cancelled pursuant to institution merging with into
Centerstate Bank of Florida National Association effective
3-1-2016.

J. Martin Stubblefield
J. Martin Stubblefield - Director
Of Financial Institutions

COMPTROLLER OF FLORIDA

WHEREAS, SATISFACTORY EVIDENCE OF COMPLIANCE WITH ALL THE REQUIREMENTS OF THE
LAWS OF THE STATE OF FLORIDA HAS BEEN PRESENTED TO ME, GERALD LEWIS, COMPTROLLER OF
THE STATE OF FLORIDA AS COMMISSIONER OF BANKING, UNDER AND BY VIRTUE OF THE AUTHORITY
VESTED IN ME BY THE CONSTITUTION AND STATUTES OF THE STATE OF FLORIDA, DO HEREBY
AUTHORIZE.

COMMUNITY BANK OF HOMESTEAD Homestead, Florida

TO TRANSACT A General Banking Business

887

CERTIFICATE NUMBER

GIVEN UNDER MY HAND AND SEAL OF OFFICE

this TENTH day of

MAY A.D. 19 85

Gerald Lewis

GERALD LEWIS
Comptroller of Florida and
Commissioner of Banking

ATTEST:

Terence M. Stant
Director, Division of Banking

THIS IS A DUPLICATE CERTIFICATE ISSUED ON FEBRUARY 4, 1993, TO
REPLACE ORIGINAL CERTIFICATE DESTROYED BY HURRICANE ANDREW.

OFFICE OF THE
COMPTROLLER AND
COMMISSIONER
OF BANKING

State of Florida