

P00000113305

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DREW J. BREAKSPEAR
Commissioner

INTEROFFICE COMMUNICATION

DATE: August 8, 2014

TO: Brenda Tadlock, Department of State
Division of Corporations - Bureau of Commercial Recordings

FROM: Matthew Kirchharr, Division of Financial Institutions

SUBJECT: Merger of First Bank of Miami Shares, Inc. and into Apollo Bancshares, Inc. and the Merger of First Bank of Miami into Apollo Bank

Attached are an original and one copy of the merger-related documents to be filed at the designated times on August 8, 2014:

- Articles of Merger (First Bank of Miami Shares, Inc. into Apollo Bancshares, Inc., Inc.)
- Certificate of Merger and Agreement & Plan of Merger (First Bank of Miami into Apollo Bank)

The sequence and timing of the components of the merger transaction are:

1. The merger of First Bank of Miami Shares, Inc. into Apollo Bancshares, Inc. will be effective at 5:02 p.m.
2. The merger of First Bank of Miami into Apollo Bank will be effective at 5:03 p.m.

Please provide one certified copy of each of these documents to my attention at:

Office of Financial Regulation
Division of Financial Institutions
200 East Gaines Street
Tallahassee, Florida 32399-0371

Attached is a \$157.50 check which represents payment of applicable fees. If there is an over-payment or under-payment of fees, or if you have any questions, please call Lowell W. Harrison, Esquire at (512) 583-5900.

Attachments

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TALLAHASSEE, FLORIDA

OFFICE OF FINANCIAL REGULATION

CERTIFICATE OF MERGER

WHEREAS, Section 658.41, Florida Statutes, provides for the merger of financial institutions; and

WHEREAS, I am satisfied that the terms of the Articles and Plan of Merger and Merger Agreement between the financial institutions described below comply with Section 658.43(3), Florida Statutes, and that the other regulatory conditions of the Office have been met,

NOW, THEREFORE, I, Robert D. Hayes, as Director of the Division of Financial Institutions, Office of Financial Regulation, do hereby issue this Certificate authorizing consummation of the merger of the following constituent financial institutions:

First Bank of Miami
Coral Gables, Miami-Dade County, Florida

Charter # 1031

Apollo Bank
Miami, Miami-Dade County, Florida

Charter # 1101

under the charter of: Apollo Bank
under the title of: Apollo Bank
under State Charter No: 1101

And, I further authorize Apollo Bank to continue the transaction of a general banking business with main offices at 1150 South Miami Avenue, Miami, Miami-Dade County, Florida, and with branch offices as authorized by law. On the effective date of merger, 5:03 p. m. EDT, August 8, 2014, the charter and franchise of First Bank of Miami shall be deemed terminated and surrendered.



Signed and Sealed this 8 day
of August, 2014.


Robert D. Hayes, Director
Division of Financial Institutions

OFFICE OF FINANCIAL REGULATION



Having been approved by the Commissioner of the Office of Financial Regulation on August 8, 2014, to merge First Bank of Miami, Coral Gables, Miami-Dade County, Florida, and Apollo Bank, Miami, Miami-Dade County, Florida, and being satisfied that the conditions of approval have been met, I approve for filing with the Florida Department of State, the attached "Agreement and Plan of Merger," which contains the Articles of Incorporation of Apollo Bank (the resulting bank), so that, effective 5:03 p.m. on August 8, 2014, they shall read as stated herein.

Signed on this 8 day
of August, 2014.

A handwritten signature in black ink that reads "Robert D. Hayes".

Robert D. Hayes, Director
Division of Financial Institutions

**ARTICLES OF MERGER
(Profit Corporation)**

**Apollo Bank
and
First Bank of Miami**

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CLERK OF COURT
JULY 11 2014

The following articles of merger are submitted in accordance with the Florida Business Corporation Act, pursuant to section 607.1105, Florida Statutes.

First: The name and jurisdiction of the surviving corporation:

<u>Name</u>	<u>Jurisdiction</u>	<u>Document No.</u>
Apollo Bank	Florida	P00000113305

Second: The name and jurisdiction of the merging corporation:

<u>Name</u>	<u>Jurisdiction</u>	<u>Document No.</u>
First Bank of Miami	Florida	P96000007965

Third: The Agreement and Plan of Merger is attached.

Fourth: The merger shall become effective at 5:03 p.m., Eastern Time, on August 8, 2014.

Fifth: Adoption of merger by the surviving corporation: the agreement and plan of merger was adopted by the board of directors of the surviving corporation on November 27, 2013 and by the shareholders of the surviving corporation on November 27, 2013.

Sixth: Adoption of merger by the merging corporation: the plan of merger was adopted by the board of directors of the merging corporation on December 3, 2013 and the sole shareholder of the merging corporation on December 2, 2013.

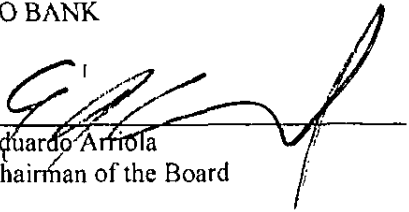
[Signature Page Follows]

Seventh: Signatures for each corporation:

SURVIVING CORPORATION:

APOLLO BANK

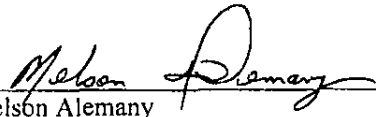
By:


Eduardo Arriola
Chairman of the Board

MERGING CORPORATION:

FIRST BANK OF MIAMI

By:


Nelson Alemany
Chief Executive Officer

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SUBSTITUTION
TALLAHASSEE, FLA.

EXECUTION VERSION

AGREEMENT AND PLAN OF MERGER

This Agreement and Plan of Merger (this "Merger Agreement"), is made and entered into as of the 4th day of December, 2013, by and between Apollo Bank, a Florida state bank headquartered in Miami, Florida ("Apollo Bank"), and First Bank of Miami, a Florida state bank headquartered in Coral Gables, Florida ("First Bank") (Apollo Bank and First Bank are herein sometimes collectively referred to as the "Banks").

RECITALS

WHEREAS, the authorized capital stock of Apollo Bank consists of 5,000,000 shares of common stock, par value \$5.00 per share ("Apollo Bank Stock"), of which 2,241,135 shares are issued and outstanding;

WHEREAS, Apollo Bancshares, Inc., a Florida corporation and registered bank holding company ("Apollo BHC"), owns shares of Apollo Bank Stock representing a majority interest in the Apollo Bank Stock;

WHEREAS, the authorized capital stock of First Bank consists of 500,000 shares of common stock, par value \$10.00 per share ("First Bank Stock"), of which 427,250 shares are issued and outstanding and owned by First Bank of Miami Shares, Inc., a Florida corporation and registered bank holding company ("Miami BHC");

WHEREAS, Apollo BHC, Miami BHC, First Bank and the shareholders of Miami BHC (the "Shareholders") have entered into that certain Stock Purchase Agreement, dated as of December 4, 2013 (the "Stock Purchase Agreement"), pursuant to which Apollo BHC has agreed to purchase and the Shareholders have agreed to sell all of the issued and outstanding common stock of Miami BHC (the "Acquisition") (all capitalized terms used but not otherwise defined herein shall have the meanings given to them in the Stock Purchase Agreement);

WHEREAS, a majority of the Boards of Directors of First Bank and Apollo Bank, pursuant to the authority given by and in accordance with the provisions of applicable federal and state law, including Section 18(c) of the Federal Deposit Insurance Act (12 U.S.C. § 1828(c)) and any applicable implementing regulations promulgated thereunder, and Sections 658.40-45 of Title XXXVIII of the Florida Statutes (collectively, the "Governing Law"), have approved this Merger Agreement, under which First Bank shall be merged with and into Apollo Bank (the "Merger"), and have authorized the execution hereof;

WHEREAS, the obligations of the parties hereto to consummate the Merger and the other transactions contemplated by this Merger Agreement are subject to and conditioned upon the consummation of the Acquisition in accordance with the terms and conditions set forth in the Stock Purchase Agreement; and

WHEREAS, as and when required by the provisions of this Merger Agreement, all such actions as may be necessary or appropriate shall be taken by First Bank and Apollo Bank in order to consummate the Merger.

NOW, THEREFORE, for and in consideration of the foregoing and of the mutual representations, warranties, covenants and agreements contained in this Merger Agreement, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and subject to the conditions set forth below, Apollo Bank and First Bank hereby agree that First Bank shall be merged with and into Apollo Bank on the following terms:

1. Merger of the Banks. Subject to the terms and conditions set forth herein, at the Effective Time (as defined in Section 12 of this Merger Agreement), First Bank shall be merged with and into Apollo Bank pursuant to the applicable provisions of the Governing Law.

2. Effects of the Merger. The Merger shall have the effects set forth in the applicable provisions of the Governing Law. At the Effective Time, the corporate existence of First Bank shall be merged into and continued in Apollo Bank, as the bank surviving the Merger (the "Surviving Bank"), and the Surviving Bank shall be deemed to be the same entity as Apollo Bank and First Bank. All rights, franchises, property, and other interests of each Bank, and all obligations and liabilities thereof, shall be transferred to, vested in, and become the obligations of the Surviving Bank by virtue of the Merger, without any deed or other instrument of transfer. The name of the Surviving Bank shall be "Apollo Bank." The existing home office of Apollo Bank located at 1150 South Miami Avenue, Miami, Florida 33130 shall be the home office of the Surviving Bank, and the existing branch offices and other facilities of Apollo Bank and First Bank immediately preceding the Merger shall become branch offices and facilities, respectively, of the Surviving Bank upon the consummation of the Merger, except that (a) the current home office of First Bank shall become a branch office of the Surviving Bank upon the consummation of the Merger, and (b) the branch office of Apollo Bank located at 1826 Ponce De Leon Boulevard, Coral Gables, Florida and the branch office of First Bank located at 255 Aragon Avenue, Coral Gables, Florida shall be consolidated into a single branch of the Surviving Bank 1826 Ponce De Leon Boulevard, Coral Gables, Florida. A list of the current offices of Apollo Bank and First Bank is set forth on Schedule 1 to this Merger Agreement. As neither Bank has been granted trust powers under Florida law or otherwise holds any fiduciary positions, the Surviving Bank shall not have such trust powers unless and until such powers are granted in accordance with Florida law.

3. Articles of Association and Bylaws. At the Effective Time, the Articles of Incorporation and Bylaws of Apollo Bank shall continue in effect as the Articles of Incorporation and Bylaws of the Surviving Bank until the same shall be amended and changed as provided by law. A copy of the current Articles of Incorporation of Apollo Bank are attached as Schedule 2 to this Merger Agreement.

4. Directors and Executive Officers of the Surviving Bank. At the Effective Time, the directors and executive officers of Apollo Bank shall continue as the directors and executive officers, respectively, of the Surviving Bank, and each of such persons shall hold office from the Effective Time until their respective successors are duly elected or appointed and qualified in the manner provided in the Articles of Incorporation and Bylaws of the Surviving Bank or as otherwise provided by law. A list of the name and address of each director and executive officer of Apollo Bank is attached as Schedule 3 to this Merger Agreement.

5. Conversion of Stock. At the Effective Time, the issued and outstanding shares of the First Bank Stock shall, by virtue of this Merger Agreement, by operation of law and without any

action on the part of the holder thereof, be deemed cancelled in consideration of the issuance of new shares of Apollo Bank Stock to Apollo BHC in an amount equal to the quotient of (a) the Purchase Price divided by (b) \$15.85, which is the amount that is 1.2 times the book value of the Apollo Bank Stock as of August 31, 2013. All other outstanding shares of Apollo Bank Stock at the Effective Time shall remain outstanding as shares of common stock of the Surviving Bank. A current and pro forma (contemplating the effect of the Merger) schedule of the surplus fund, retained earnings and the undivided profits fund of Apollo Bank, as of September 30, 2013, is attached as Schedule 4 to this Merger Agreement.

6. Stock Transfer Books. The stock transfer books of First Bank shall be closed as of the Effective Time, and no transfer of record of any of the shares of First Bank Stock shall take place thereafter.

7. Stockholder Approval. This Merger Agreement shall be submitted to the stockholders of Apollo Bank and to Miami BHC, in its capacity as the sole stockholder of First Bank, for approval by written consent. Upon approval by the stockholders of Apollo Bank and Miami BHC, as the sole stockholder of First Bank, this Merger Agreement shall be made effective as provided in Section 12 hereof.

8. Conditions to Consummation of the Merger. The obligations of the parties under this Merger Agreement are subject to (a) the receipt of all consents, orders and regulatory approvals and satisfaction of all other requirements prescribed by law that are necessary for the consummation of the Merger, including, without limitation, approval of the stockholders of Apollo Bank and Miami BHC, as the sole stockholder of First Bank, and the approval of any regulatory agency having jurisdiction over Apollo Bank or First Bank, including, without limitation, the Federal Deposit Insurance Corporation and the Florida Office of Financial Regulation (the "FOFR"), and (b) the consummation of the Acquisition.

9. Termination. This Merger Agreement may be terminated and abandoned at any time prior to the Effective Time, whether before or after action thereon by the stockholders of Apollo Bank or Miami BHC, as the sole stockholder First Bank, by the mutual consent in writing of each of Apollo Bank and First Bank. Notwithstanding anything to the contrary herein, this Merger Agreement shall automatically terminate, without any further action by any of the parties hereto, upon termination of the Stock Purchase Agreement in accordance with the terms thereof.

10. Effect of Termination. In the event of the termination and abandonment of this Merger Agreement pursuant to the provisions of Section 9, this Merger Agreement shall be of no further force or effect and there shall be no liability by reason of this Merger Agreement or the termination thereof on the part of either Apollo Bank or First Bank or the directors, officers, employees, agents or stockholders of either of them.

11. Waiver, Amendment and Modification. Any of the terms or conditions of this Merger Agreement may be waived at any time, whether before or after action thereon by the stockholders of Apollo Bank or Miami BHC, as the sole stockholder of First Bank, by the party that is entitled to the benefits thereof. This Merger Agreement may be modified or amended at any time before the Effective Time. Any waiver, modification or amendment of this Merger Agreement shall be in writing and signed by the parties hereto.

12. Effective Time. Subject to the terms and conditions specified in this Merger Agreement, the Merger shall become effective as of the date and time specified in the certificate of merger to be issued by the FOFR, such time being herein called the "Effective Time."

13. Multiple Counterparts. For the convenience of the parties hereto, this Merger Agreement may be signed in multiple counterparts, each of which shall be deemed an original, and all counterparts hereof so signed by the parties hereto, whether or not such counterpart shall bear the execution of each of the parties hereto, shall be deemed to be, and is to be construed as, one and the same Merger Agreement. A telecopy, facsimile or electronic scan in "PDF" format of a signed counterpart of this Merger Agreement shall be sufficient to bind the party or parties whose signature(s) appear thereon.

14. Governing Law. THIS MERGER AGREEMENT IS TO BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAWS OF THE STATE OF FLORIDA, WITHOUT REGARD FOR THE PROVISIONS THEREOF REGARDING CHOICE OF LAW.

15. Further Assurances. The parties agree that they shall, at any time and from time to time after the Effective Time, upon request by the other and without further consideration, do, perform, execute, acknowledge and deliver all such further acts, deeds, assignments, assumptions, transfers, conveyances, powers of attorney, certificates and assurances as may be reasonably required in order to fully complete the transactions contemplated hereby in accordance with this Merger Agreement or to carry out and perform any undertaking made by the parties hereunder.

16. Assignment. This Merger Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns, but no party to this Merger Agreement shall assign this Merger Agreement, by operation of law or otherwise, in whole or in part, without the prior written consent of the other parties. Any assignment made or attempted in violation of this Section 16 shall be void and of no effect.

17. Severability. If any provision of this Merger Agreement is held to be illegal, invalid or unenforceable under present or future laws, then (a) this Merger Agreement is to be construed and enforced as if such illegal, invalid or unenforceable provision were not a part hereof, (b) the remaining provisions of this Merger Agreement shall remain in full force and effect and shall not be affected by such illegal, invalid or unenforceable provision or by its severance from this Merger Agreement and (c) there shall be added automatically as a part of this Merger Agreement a provision mutually agreed to which is similar in terms to such illegal, invalid or unenforceable provision as may be possible and still be legal, valid and enforceable.

18. Specific Performance. Each of the parties hereto acknowledges that the other parties would be irreparably damaged and would not have an adequate remedy at law for money damages in the event that any of the covenants contained in this Merger Agreement were not performed in accordance with its terms or otherwise were materially breached. Each of the parties hereto therefore agrees that, without the necessity of proving actual damages or posting bond or other security, the other party shall be entitled to temporary and/or permanent injunction or injunctions to prevent breaches of such performance and to specific enforcement of such covenants in addition to any other remedy to which they may be entitled, at law or in equity.

19. Rules of Construction. Descriptive headings as to the contents of particular sections are for convenience only and shall not control or affect the meaning, construction or interpretation of any provision of this Merger Agreement. Each use herein of the masculine, neuter or feminine gender shall be deemed to include the other genders. Each use herein of the plural shall include the singular and vice versa, in each case as the context requires or as it is otherwise appropriate. The word "or" is used in the inclusive sense.

20. Articles, Sections, Exhibits and Schedules. All articles and sections referred to herein are articles and sections, respectively, of this Merger Agreement and all exhibits referred to herein are exhibits attached to this Merger Agreement. Any and all schedules, exhibits, annexes, statements, reports, certificates or other documents or instruments referred to herein or attached hereto are and shall be incorporated herein by reference hereto as though fully set forth herein verbatim.

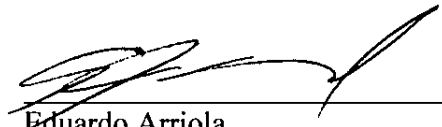
21. Binding Effect. All of the terms, covenants, representations, warranties and conditions of this Merger Agreement shall be binding upon, and inure to the benefit of and be enforceable by, the parties hereto and their respective successors, representatives and permitted assigns. Nothing expressed or referred to herein is intended or shall be construed to give any person other than the parties hereto any legal or equitable right, remedy or claim under or in respect of this Merger Agreement, or any provision herein contained, it being the intention of the parties hereto that this Merger Agreement, the assumption of obligations and statements of responsibilities hereunder, and all other conditions and provisions hereof are for the sole benefit of the parties to this Merger Agreement and for the benefit of no other person. Nothing in this Merger Agreement shall act to relieve or discharge the obligation or liability of any third party to any party to this Merger Agreement, nor shall any provision give any third party any right of subrogation or action over or against any party to this Merger Agreement.

[Signature Page Follows]

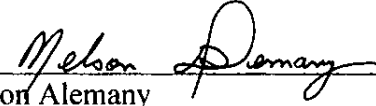
[Signature Page to Agreement and Plan of Merger]

IN WITNESS WHEREOF, the parties hereto have caused this Merger Agreement to be executed by their duly authorized officers as of the date first above written, and the officers of each such bank have hereunto subscribed their names.

APOLLO BANK

By: 
Name: Eduardo Arriola
Title: Chairman of the Board

FIRST BANK OF MIAMI

By: 
Name: Nelson Alemany
Title: Chief Executive Officer

SCHEDULE 1

LIST OF OFFICES OF APOLLO BANK AND FIRST BANK

Apollo Bank Offices

- 1150 South Miami Avenue, Miami, FL 33130
- 1826 Ponce De Leon Boulevard, Coral Gables, FL 33134
- 8600 Northwest 17 Street, Suite 102, Miami, FL 33126

First Bank Offices

- 255 Aragon Avenue, Coral Gables, FL 33134
- 1255 West 49th Street, Hialeah, FL 33012
- 235 Southeast 1st Street, Miami, FL 33131
- 7101 Southwest 8th Street, Miami, FL 33144
- 9851 Southwest 88th Street, Miami, FL 33176

SCHEDULE 2
ARTICLES OF INCORPORATION OF APOLLO BANK

State of Florida



Department of State

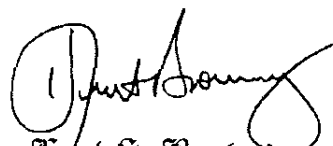
I certify the attached is a true and correct copy of the Articles of Amendment, filed on May 9, 2011, to Articles of Incorporation for UNION CREDIT BANK which changed its name to APOLLO BANK, a Florida corporation, as shown by the records of this office.

The document number of this corporation is P00000113305.



CR2EO22 (01-07)

Given under my hand and the
Great Seal of the State of Florida
at Tallahassee, the Capital, this the
Eleventh day of May, 2011


Kurt S. Browning
Secretary of State

ARTICLES OF AMENDMENT TO THE
ARTICLES OF INCORPORATION
OF
UNION CREDIT BANK
MIAMI, FLORIDA

FILED

11 MAY -9 PM 4: 15

SECRETARY OF STATE
TALLAHASSEE FLORIDA

The undersigned officers of Union Credit Bank, Miami, Florida (the "Bank"), do hereby certify that the Board of Directors of the Bank approved and proposed to the shareholders of the Bank, an amendment to Article I of the Articles of Incorporation as set out herein. Thereafter, the shareholders of the Bank approved the amendment to Article I of the Articles of Incorporation as set out herein by unanimous written consent dated February 18, 2011, in compliance with the Bank's Articles of Incorporation and Bylaws, and Section 607.0704, Florida Statutes. There is only one class of stock and all of such shares, which was sufficient for approval, approved the amendment changing the name of the Bank to "Apollo Bank," and amending Article I of the Articles of Incorporation so that effective upon filing, in lieu of its present language, Article I shall read as follows:

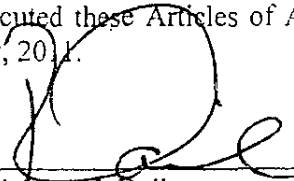
ARTICLE I

The name of the corporation shall be Apollo Bank and its place of business, now known as its initial place of business, shall be 1150 South Miami Avenue in the City of Miami, in the County of Miami-Dade, and in the State of Florida.

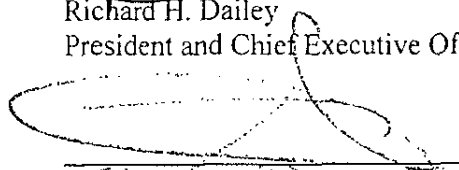
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[Signature Page to Articles of Amendment]

IN WITNESS WHEREOF, the undersigned has executed these Articles of Amendment to the Articles of Incorporation as of this 18 day of February, 2011.


Richard H. Dailey
President and Chief Executive Officer

[corporate seal]


SANDRA RISHAMIRE
Secretary

STATE OF FLORIDA

§
§
§


COUNTY OF MIAMI-DADE

The foregoing instrument was acknowledged before me this 18 day of February, 2011.



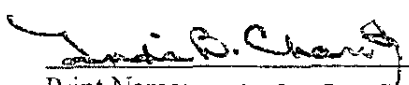
MAYTE ERAS
MY COMMISSION # DD 702299
EXPIRES: August 25, 2011
Bonded Thru Budget Notary Services

(Official Seal of Notary)


Notary Public - State of Florida at Large

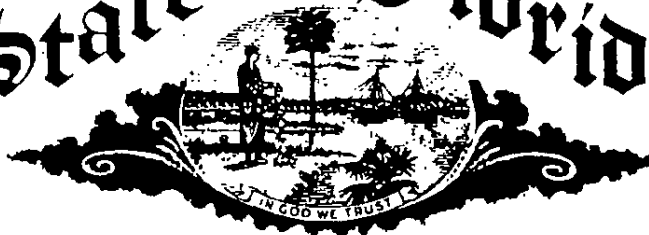
My Commission Expires: 8/25/2011

Approved by the Office of Financial Regulation this 2nd date of May, 2011.


Print Name: Linda B. Charity
Title: Director

Division of Financial Institutions
Office of Financial Regulation
Tallahassee, Florida

State of Florida



Department of State

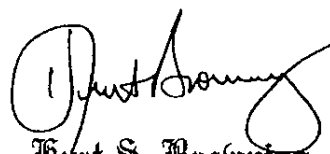
I certify the attached is a true and correct copy of the Articles of Incorporation, as amended to date, of UNION CREDIT BANK, a corporation organized under the laws of the State of Florida, as shown by the records of this office.

The document number of this corporation is P00000113305.

Given under my hand and the
Great Seal of the State of Florida
at Tallahassee, the Capital, this the
Twenty-fourth day of February, 2010



CR2EO22 (01-07)


Kurt S. Browning
Secretary of State

ARTICLES OF INCORPORATION OF
UNION CREDIT BANK

FILED
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SECRETARY OF STATE
TALLAHASSEE, FLORIDA

The undersigned, acting as directors for the purpose of forming a corporation under and by virtue of the Laws of the State of Florida, adopt the following Articles of Incorporation.

ARTICLE I

The name of the corporation shall be Union Credit Bank and its initial place of business shall be at 1150 South Miami Avenue in the City of Miami, County of Miami-Dade and State of Florida.

ARTICLE II

The general nature of the business to be transacted by this corporation shall be: that of a general commercial bank with all the rights, powers, and privileges granted and conferred by the Florida Financial Institutions Codes, regulating the organization, powers, and management of banking corporations.

ARTICLE III

The total number of shares authorized to be issued by the corporation shall be two million (2,000,000). Such shares shall be of a single class and shall have a par value of five dollars (\$5.00) per share. The corporation shall begin business with at least five million dollars (\$5,000,000) in paid-in capital stock to be divided into one million (1,000,000) shares of common stock. The amount of paid-in than surplus with which the corporation will begin business will be not less than four million seven hundred fifty thousand dollars (\$4,750,000) and the amount of undivided profits shall not less two-hundred

fifty thousand dollars (\$250,000) all of which (capital stock, surplus and undivided profits) shall be paid in cash.

Each shareholder of the corporation shall have the right to purchase, subscribe for, or receive a right or rights to purchase or subscribe for, at the subscription price offered to the general public, a pro rata portion of any stock of any class that the corporation may issue or sell.

ARTICLE IV

The term for which said corporation shall exist shall be perpetual unless terminated pursuant to the Florida Financial Institutions Codes..

ARTICLE V

The number of directors shall not be fewer than five (5). A majority of the full board of directors may, at any time during the years following the annual meeting of shareholders in which such action has been authorized, increase the number of directors by not more than two and appoint persons to fill such resulting vacancies. The names and street addresses of the first directors of the corporation are:

	NAME	STREET ADDRESS
1.	John H. Blake	7801 Los Pinos Boulevard Coral Gables, Florida 33143
2.	Jorge L. Del Rosal	9400 Old Cutler Lane Coral Gables, Florida 33156
3.	Milton H. Lehr	8440 SW 104 th Street Miami, Florida 33156
4.	Grace Vera McGuire	One Grove Isle Drive, Apt. 310 Miami, Florida 33133

5. Miguel Rishmague

901 San Pedro Avenue
Coral Gables, Florida 33156

6. Odde Rishmague

Camino del Condor 7821
Santiago, Chile

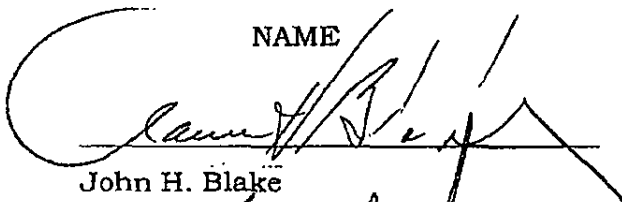
7. Robert J. Tamayo

6700 SW 115 Street
Pinecrest, Florida 33156

In witness of the foregoing, the undersigned directors have executed these Articles of Incorporation this 25 day of JANUARY, A.D. 2000.

NAME

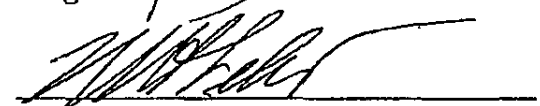
STREET ADDRESS


John H. Blake

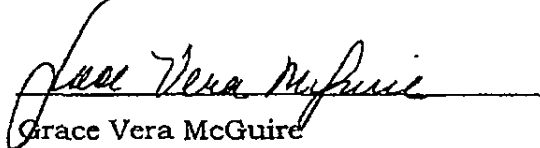
7801 Los Pinos Boulevard
Coral Gables, Florida 33143


Jorge L. Del Rosal

9400 Old Cutler Lane
Coral Gables, Florida 33156


Milton H. Lehr

8440 SW 104th Street
Miami, Florida 33156


Grace Vera McGuire

One Grove Isle, Apt. 310
Miami, Florida 33133


Miguel Rishmague

13000 Mar Street
Coral Gables, Florida 33156


Odde Rishmague

Camino del Condor 7821
Santiago, Chile


Robert J. Tamayo

6700 SW 115th Street
Pinecrest, Florida 33156

STATE OF FLORIDA

COUNTY OF MIAMI-DADE

) ss:

The foregoing instrument was acknowledged before me this 01 day of December, 2000, by John H. Blake, who is personally known to me or has produced _____ as identification and who did/did not take an oath.



[Signature]
Notary Public-State of Florida at
Large

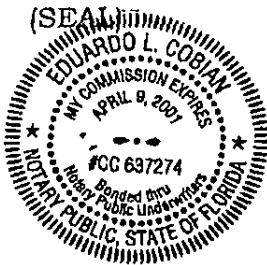
My Commission Expires: 4/9/01

STATE OF FLORIDA

COUNTY OF MIAMI-DADE

) ss:

The foregoing instrument was acknowledged before me this 01 day of December, 2000, by Vergel L. del Rosal, who is personally known to me or has produced _____ as identification and who did/did not take an oath.



[Signature]
Notary Public-State of Florida at
Large

My Commission Expires: 4/9/01

STATE OF FLORIDA)
) ss:
COUNTY OF MIAMI-DADE)

The foregoing instrument was acknowledged before me this 01 day of December, 2000, by Milton H. Lehn, who is personally known to me or has produced _____ as identification and who did/did not take an oath.

(SEAL)

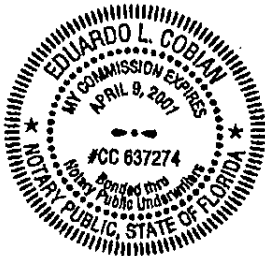


[Signature]
Notary Public-State of Florida at
Large
My Commission Expires: 4/9/01

STATE OF FLORIDA)
) ss:
COUNTY OF MIAMI-DADE)

The foregoing instrument was acknowledged before me this 01 day of December, 2000, by Grace Vera M. Guire, who is personally known to me or has produced _____ as identification and who did/did not take an oath.

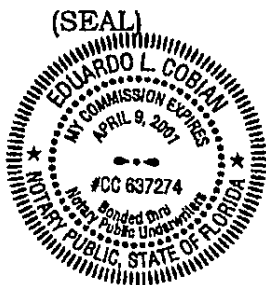
(SEAL)



[Signature]
Notary Public-State of Florida at
Large
My Commission Expires: 4/9/01

STATE OF FLORIDA)
) ss:
COUNTY OF MIAMI-DADE)

The foregoing instrument was acknowledged before me this 01 day of December, 2000, by Miguel Rishmague, who is personally known to me or has produced _____ as identification and who did/did not take an oath.



[Signature]
Notary Public-State of Florida at
Large
My Commission Expires: 4/9/01

STATE OF FLORIDA)
) ss:
COUNTY OF MIAMI-DADE)

The foregoing instrument was acknowledged before me this 01 day of December, 2000, by Oscar Rishmague, who is personally known to me or has produced _____ as identification and who did/did not take an oath.



[Signature]
Notary Public-State of Florida at
Large
My Commission Expires: 4/9/01

STATE OF FLORIDA

COUNTY OF MIAMI-DADE

)
) ss:
)

The foregoing instrument was acknowledged before me this 01 day of December, 2000, by Robert J. Tamayo, who is personally known to me or has produced _____ as identification and who did/did not take an oath.

(SEAL)



[Signature]
Notary Public-State of Florida at

Large

My Commission Expires: 4/9/01

Approved by the Department of Banking and Finance this 11th day of
December, 2000.

Tallahassee, Florida

A handwritten signature in dark ink, appearing to read "Robert F. Milligan", written over a horizontal line.

Robert F. Milligan
Comptroller of the State of Florida
and Head of the Department of
Banking and Finance

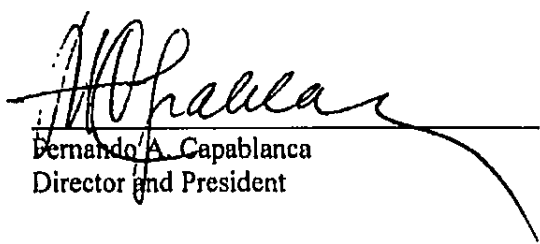
**ARTICLES OF AMENDMENT TO THE
ARTICLES OF INCORPORATION OF
UNION CREDIT BANK**

FILED
SECRETARY OF STATE
TALLAHASSEE, FLORIDA
09 NOV -2 PM 12:09

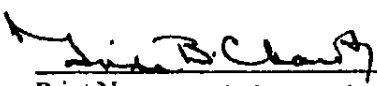
Pursuant to the provisions of Section 607.1006 of the Florida Business Corporation Act, Article III of the Articles of Incorporation of **UNION CREDIT BANK**, a bank organized and filed under the laws of the State of Florida on December 11, 2000, under Document # P00000113305 (the "Corporation"), is hereby amended to only replace and increase the number of shares from "two million (2,000,000)" to "five million (5,000,000)."

The amendment was proposed and adopted by Unanimous Written Consent of the Shareholders of the Corporation, in accordance with Section 607.0821 of the Florida Statutes, on October 16, 2009, and approved by all of the Shareholders of the Corporation. The number of votes cast for the amendment by the Shareholders was sufficient for approval.

IN WITNESS WHEREOF, the undersigned has executed this instrument this 23rd day of October, 2009.


Fernando A. Capablanca
Director and President

Approved by the Florida Office of Financial Regulation this _____ day of October, 2009.


Print Name: Linda B. Charley
Title: Director

Division of Financial Institutions
Office of Financial Regulation
Tallahassee, Florida

SCHEDULE 3

LIST OF DIRECTORS AND EXECUTIVE OFFICERS OF APOLLO BANK

Name	Position with Apollo Bank
Matthew L. Adler	Director
Eduardo (Eddy) Arriola	Director, Chairman of the Board and Chief Marketing Officer
Richard (Rich) H. Dailey	Director, President and Chief Executive Officer
Nicholas Di Tempora.....	Director
Robert Elias, Esq.	Director
Armando Gonzalez-Vinas	Chief Financial Officer and Comptroller
William J. Heffernan	Director
Luis Hernandez.....	Director
Carlos Herrera	Director
Grace McGuire	Director
Ricardo Klinger Michaely	Director
Miguel Rishmague.....	Director
Sandra Rishmague	Director
Leslie Alan Rozencwaig.....	Director
Jeffrey Scheck.....	Director
Sami Shiro	Director
Andres Vega, M.D.....	Director

The address for each director and executive officer of Apollo Bank is: c/o Apollo Bank, 1150 South Miami Avenue, Miami, Florida 33130

SCHEDULE 4

**CURRENT AND PRO FORMA SCHEDULE OF THE SURPLUS FUND, RETAINED
EARNINGS AND THE UNDIVIDED PROFITS FUND OF APOLLO BANK, AS OF
SEPTEMBER 30, 2013**

[Intentionally omitted]