

PD20000130234

(Requestor's Name)

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☐ PICK-UP

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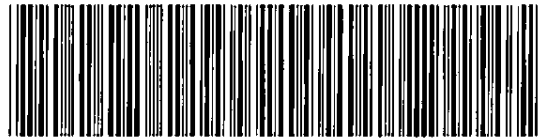
(Business Entity Name)

(Document Number)

Certified Copies _____ Certificates of Status _____

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500309176165

EFFECTIVE DATE

March 1, 2018

FILED
18 FEB 28 PM 4:19
2018 FEB 28 AM 10:56
TALLAHASSEE, FLORIDA

mxrger/cc

MAR -1 2018

ALBRITTON

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

ACCOUNT NO. : I20000000195

REFERENCE : 090024 4346135

AUTHORIZATION :

COST LIMIT : \$ 100.00

[Handwritten signature]
\$78.75

ORDER DATE : February 28, 2018

ORDER TIME : 3:25 PM

ORDER NO. : 090024-015

CUSTOMER NO: 4346135

ARTICLES OF MERGER

FLORIDIAN COMMUNITY BANK

INTO

FLORIDIA COMMUNITY BANK

PLEASE RETURN THE FOLLOWING AS PROOF OF FILING:

XXX CERTIFIED COPY
 PLAIN STAMPED COPY

CONTACT PERSON: Roxanne Turner

EXAMINER'S INITIALS:

[Handwritten initials: CA]

EFFECTIVE DATE
March 1, 2018

Execution Version

**ARTICLES OF MERGER
OF
FLORIDIAN COMMUNITY BANK
WITH AND INTO
FLORIDA COMMUNITY BANK**

Pursuant to Section 607.1108 of the Florida Business Corporation Act (the "Act") and Section 658.41 of the Florida Statutes, Floridian Community Bank, a Florida banking corporation, and Florida Community Bank, N.A., a national banking association, 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 Bank and Florida Community Bank, N.A. The surviving corporation in the Merger is Florida Community Bank, N.A.

SECOND: The Plan of Merger is set forth in the Agreement and Plan of Merger by and between Floridian Community Bank and Florida Community Bank, N.A. 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 12:02 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 sole shareholder of Floridian Community Bank pursuant to the applicable provisions of the Act and the Florida Financial Institutions Code on November 27, 2017. The Merger Agreement was adopted by the board of directors and the sole shareholder of Florida Community Bank, N.A. pursuant to the applicable provisions of the National Bank Act on November 27, 2017.

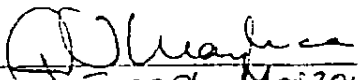
FIFTH: The address of Florida Community Bank, N.A. is 2500 Weston Road, Suite 300, Weston, Florida 33331.

[Signature page follows]

FILED
2018 FEB 23 AM 10:56
CLERK OF COURT
JUDICIAL CIRCUIT IN AND FOR
THE NINTH JUDICIAL CIRCUIT
WESTON, FLORIDA

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

FLORIDIAN COMMUNITY BANK

By: 
Name: Joseph Marzouca
Title: CEO

FLORIDA COMMUNITY BANK, N.A.


By: _____
Name: _____
Title: _____

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

FLORIDIAN COMMUNITY BANK

By: _____
Name:
Title:

FLORIDA COMMUNITY BANK, N.A.

By: _____
Name: JACK PANSAGHI
Title: SUP & CFO

BANK MERGER AGREEMENT

**AGREEMENT AND PLAN OF MERGER OF
FLORIDIAN COMMUNITY BANK
WITH AND INTO
FLORIDA COMMUNITY BANK, N.A.**

This Agreement and Plan of Merger (this "*Agreement*") dated as of November 27, 2017, adopted and made by and between Floridian Community Bank ("*Company Bank Sub*"), a Florida state-chartered bank having its main office at 5599 S University Drive #100, Davie, Florida 33328, and Florida Community Bank, N.A. ("*Parent Bank Sub*"), a national banking association with its main office at 2500 Weston Road, Suite 300, Weston, Florida 33331.

WITNESSETH:

WHEREAS, Company Bank Sub is a Florida state-chartered bank organized and existing under the laws of the State of Florida, the authorized capital stock of which consists of 900,000 shares of common stock, with a par value of \$5.00 each, and all the issued and outstanding shares of which are owned as of the date hereof directly by Floridian Community Holdings, Inc., a Florida corporation (the "*Company*");

WHEREAS, Parent Bank Sub is a national banking association, the authorized capital stock of which consists of 100 shares of common stock, with a par value of \$1.00 each, and all the issued and outstanding shares of which are owned as of the date hereof by FCB Financial Holdings, Inc., a Delaware corporation ("*Parent*");

WHEREAS, the Company and Parent have entered into an Agreement and Plan of Merger dated as of an even date herewith (the "*Merger Agreement*"), pursuant to which Merger Sub will merge with and into the Company, with the Company as the surviving entity (the "*Merger*"). Immediately after the Merger, the Company will be merged with and into Parent, with Parent as the surviving entity (the "*Parent Merger*");

WHEREAS, the Merger Agreement contemplates that, following the Parent Merger, at a time determined by Parent, Company Bank Sub will merge with and into Parent Bank Sub, with Parent Bank Sub as the surviving entity; and

WHEREAS, the respective Boards of Directors of Company Bank Sub and Parent Bank Sub deem the merger of Company Bank Sub with and into Parent Bank Sub, under and pursuant to the terms and conditions herein set forth or referred to, desirable and in the best interests of the respective banks, and the Boards of Directors of Company Bank Sub and Parent Bank Sub 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 I BANK MERGER

Subject to the terms and conditions of this Agreement, on the Effective Date (as hereinafter defined), at the time designated by Parent Bank Sub following effectiveness of the Parent Merger, Company Bank Sub shall be merged with and into Parent Bank Sub pursuant to the provisions of, and with the effect provided in, Section 215a of the National Bank Act, Section 658.41 of the Florida Statutes and Section 607.1108 of the FBCA (said transaction being hereinafter referred to as the "*Bank Merger*"). On the Effective Date, the separate existence of Company Bank Sub shall cease, and Parent Bank Sub, as the surviving entity, shall continue unaffected and unimpaired by the Bank Merger, and shall be liable for all the liabilities of Company Bank Sub existing at the Effective Date (Parent Bank Sub being hereinafter sometimes referred to as the "*Surviving Bank*"). The business of the Surviving Bank shall be that of a national banking association and shall be conducted at its main office and its legally established branches.

ARTICLE II CHARTER AND BY-LAWS

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

ARTICLE III BOARD OF DIRECTORS AND OFFICERS

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

ARTICLE IV CAPITAL

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

The shares of capital stock of Company Bank Sub held by Parent immediately after the Parent Merger and immediately prior to the Effective Date shall, on the Effective Date, by virtue of the Bank 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 V
EFFECTIVE DATE OF THE BANK MERGER

The Bank Merger shall be effective at the time and on the date specified in the certificate issued by the OCC with respect to the Bank Merger or, if such certificate cannot theretofore be obtained, on the date of consummation at the time agreed to by the parties (such date and time being herein referred to as the "*Effective Date*"). Notwithstanding the foregoing, the consummation and effectiveness of the Merger and the Parent Merger shall be a condition precedent to the effectiveness of the Bank Merger.

ARTICLE VI
MAIN OFFICE

The main office of the Surviving Bank shall be 2500 Weston Road, Suite 300, Weston, Florida 33331.

ARTICLE VII
APPROVALS

This Agreement is subject to approval by the OCC and the Florida Office of Financial Regulation. This Agreement is also subject to approval by the sole shareholder of each of Parent Bank Sub and Company Bank Sub and in accordance with such requirement, this Agreement has been unanimously ratified and confirmed by the sole shareholder of each of Company Bank Sub and Parent Bank Sub in accordance with Section 658.44 of the Florida Statutes and Section 215a of the National Bank Act.

ARTICLE VIII
FURTHER ASSURANCES

If at any time the Surviving Bank shall consider or be advised that any further assignments, conveyances or assurances are necessary or desirable to vest, perfect or confirm in the Surviving Bank title to any property or rights of Company Bank Sub, or otherwise carry out the provisions hereof, the proper officers and directors of Company Bank Sub, as of the Effective Date, and thereafter the officers of the Surviving Bank acting on behalf of Company Bank Sub 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 Bank and otherwise carry out the provisions hereof.

ARTICLE IX
DISSENTING SHAREHOLDERS

Pursuant to the unanimous ratification and confirmation of this Agreement by the sole shareholder of each of Company Bank Sub and Parent Bank Sub, the rights of dissenting shareholders provided by the banking laws of the United States and the State of Florida, including Section 658.44 of the Florida Statutes, shall not apply.

ARTICLE X 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 in accordance with the provisions thereof prior to the effectiveness of the Merger.

ARTICLE XI AMENDMENTS

Before the Effective Date, 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 XII 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 XIII COUNTERPARTS

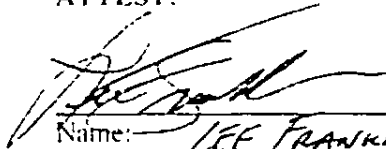
This Agreement may be executed in multiple counterparts, and may be delivered by means of facsimile or email (or any other electronic means such as “.pdf” or “.tiff” files), each of which shall be deemed to constitute an original, but all of which together shall be deemed to constitute one and the same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

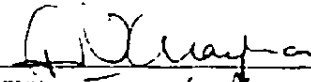
* * *

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.

ATTEST:

FLORIDIAN COMMUNITY BANK


Name: LEE FRANKOWSKI
Title: PRESIDENT


Name: Joseph Narzouca
Title: CEO

ATTEST:

FLORIDA COMMUNITY BANK, N.A.

Name: _____
Title: _____

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.

ATTEST:

FLORIDIAN COMMUNITY BANK

Name: _____
Title: _____

Name: _____
Title: _____

ATTEST:

FLORIDA COMMUNITY BANK, N.A.



Name: Matt Paluch
Title: SVP - Director of Investor Relations



Name: JACK PANTALOS
Title: SUPA CFO