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MERGER OR SHARE EXCHANGE

Cadence Bank, N.A.

Certificate of Status	0
Certified Copy	1
Page Count	08
Estimated Charge	\$78.75

9818

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(Profit Corporations)

First: The name and jurisdiction of the surviving corporation:

Cedence Bank, N.A. **United States of America**

SunCoast Bank	Florida
PD2-1341017	

Fourth: The merger shall become effective on the date the Articles of Merger are filed with the Florida Department of State.

Fifth: Adoption of Merger by surviving corporation - (COMPLETE ONLY ONE STATEMENT)

The Plan of Merger was adopted by the shareholders of the surviving corporation on 05/17/06

8(b)(1) Adoption of Merger by merging corporation(s) (COMPLETE ONLY ONE STATEMENT)

The Plan of Merger was adopted by the shareholders of the merging corporation(s) on 03/16/08.

(Attach additional sheets if necessary)

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PAGE 02/08

4. d

Seventh: SIGNATURES FOR EACH CORPORATION

Name of Corporation

Signature of an Officer or Director

Typed or Printed Name of Individual & Title

Cadence Bank, N.A.

F. J. Macay

W. L. McGraw, Jr., Chairman and Chief Executive Officer

SunCoast Bank

John T. Sanford, President and Chief Executive Officer

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Seventh: SIGNATURES FOR EACH CORPORATION

Name of Corporation

Signature of an Officer or Director

Typed or Printed Name of Individual & Title

Cadotte Park, N.A.

Louis F. Melony, Jr., Chairman and Chief Executive Officer

SunCoast Bank

John T. Stalford, President and Chief Executive Officer

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BANK PLAN OF MERGER AND MERGER AGREEMENT

THIS BANK PLAN OF MERGER AND MERGER AGREEMENT (the "Agreement") is made and entered into as of May 18, 2006, by and between SUNCOAST BANK, a Florida state-chartered bank (the "Merging Bank"), and CADENCE BANK, N.A., a national banking association (the "Surviving Bank") (the Merging Bank and the Surviving Bank are hereinafter collectively referred to as the "Constituent Banks").

WITNESSETH:

WHEREAS, the Constituent Banks, NBC Capital Corporation, a Mississippi corporation and the sole shareholder of the Surviving Bank ("NBC"), and SunCoast Bancorp, Inc., a Florida corporation and the sole shareholder of the Merging Bank ("SunCoast"), have entered into that certain Agreement and Plan of Merger dated as of March 16, 2006 (the "Holding Company Agreement"), pursuant to which SunCoast would be merged with and into NBC (the "Company Merger");

WHEREAS, the Boards of Directors of the Constituent Banks deem it advisable and for the benefit of said Constituent Banks that the Merging Bank merge with and into the Surviving Bank immediately upon, and subject to, the consummation of the Company Merger (the "Merger"); and

WHEREAS, the Financial Institutions Code of Florida (the "Code") authorizes the merger of an out of state national bank and a Florida state chartered bank organized under the Code;

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

I MERGER

1.1 **Merger.** Subject to the consummation of the Company Merger in accordance with the Holding Company Agreement, at the Effective Time, as hereinafter defined, the Merging Bank shall be merged with and into the Surviving Bank. The business of the Surviving Bank shall be that of a national bank. After the Effective Time of the Merger, this business shall be conducted by the Surviving Bank at its main office located at NBC Plaza, P.O. Box 1187, Starkville, Mississippi 39760 and at its legally established branches.

1.2 **Effect of Merger.** At the Effective Time of the Merger, all assets as they exist at the Effective Time of the Merger shall pass to and vest in the Surviving Bank without any conveyance or other transfer. The Surviving Bank shall be responsible for all of the liabilities of every kind and description of each of the Constituent Banks existing as of the Effective Time of the Merger. At the Effective Time of the Merger, the separate corporate existence of the Merging Bank shall cease.

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**II.
NAME OF SURVIVING BANK; ARTICLES OF
ASSOCIATION; BYLAWS; DIRECTORS**

2.1 Name of Surviving Bank. The name of the Surviving Bank shall be "Cadence Bank, N.A." or such other name as the Surviving Bank shall be operating under immediately prior to the Effective Time of the Merger.

2.2 Articles of Association of the Surviving Bank. The Articles of Association of the Surviving Bank in effect at the Effective Time of the Merger shall (until further amended) continue to be the Articles of Association of the Surviving Bank.

2.3 Bylaws of the Surviving Bank. The Bylaws of the Surviving Bank in effect at the Effective Time of the Merger shall (until further amended) continue to be the Bylaws of the Surviving Bank.

2.4 Directors of the Surviving Bank. At the Effective Time of the Merger, the directors of the Merging Bank immediately prior thereto shall cease to hold office, and each director of the Surviving Bank immediately prior thereto shall remain a director of the Surviving Bank and shall thereafter hold such office for the remainder of his or her term of office and until his or her successor has been elected and qualified, or as otherwise provided in the Articles of Association or the Bylaws of the Surviving Bank.

**III.
SECURITIES**

The shares of the capital stock of the Constituent Banks shall be converted as follows:

3.1 Stock of the Surviving Bank. At the Effective Time of the Merger, each share of the common stock, par value \$1.00 per share, of the Surviving Bank issued and outstanding immediately prior to the Effective Time of the Merger shall remain outstanding, shall be unaffected by the consummation of the Merger and shall continue to be held by NBC.

3.2 Stock of the Merging Bank. At the Effective Time of the Merger, each share of the common stock, par value \$3.00 per share, of the Merging Bank shall, by virtue of the Merger and without any action by the holder thereof, be extinguished.

**IV.
GENERAL**

4.1 Approval of Shareholders; Effective Time. This Agreement has been authorized by the board of directors of NBC, the sole shareholder of the Surviving Bank, and the board of directors of SunCoast, the sole shareholder of the Merging Bank, and the Merger shall become effective upon regulatory approval and upon filing Articles of Merger with the proper regulatory authorities (the "Effective Time").

4.2 Necessary Action. The directors and officers of the Constituent Banks shall carry out and consummate this Agreement and shall have the power to adopt all resolutions, execute and file all documents and take all other actions that they may deem necessary or desirable for the purpose of effecting the merger of the Constituent Banks in accordance with this Agreement.

4.3 Termination. This Agreement may be terminated by either the Surviving Bank or the Merging Bank if the Holding Company Agreement is terminated in accordance with the terms thereof.

4.4 Conflicts. To the extent that anything contained herein conflicts with the Holding Company Agreement, the Holding Company Agreement shall control and shall be the definitive agreement between the sole shareholders of the Constituent Banks.

4.5 Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, and it shall not be necessary in making proof of this Agreement or the terms hereof to produce or account for more than one of such counterparts. Executed counterparts may be delivered by facsimile transmission.

[Signatures on following page.]

IN WITNESS WHEREOF, each of the parties to this Agreement has caused this Agreement to be signed and delivered by its duly authorized officers, as of the date first written above.

ATTEST:

William J. Honore
Secretary

[CORPORATE SEAL]

SUNCOAST BANK

By: [Signature]
Its: _____

ATTEST:

Richard J. Horton
Asst. Secretary

[CORPORATE SEAL]

CADENCE BANK, N.A.

By: [Signature]
Its: _____

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