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(Requestor's Name)

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(City/State/Zip/Phone #)

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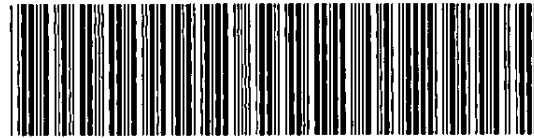
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17 APR 27 AM 8:47

2017 APR 27 PM 4:24

Merger
APR 28 2017
R. WHITE

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

ACCOUNT NO. : I20000000195

REFERENCE : 617387 6519A

AUTHORIZATION :

COST LIMIT : \$ 140.00

ORDER DATE : April 27, 2017

ORDER TIME : 12:57 PM

ORDER NO. : 617387-005

CUSTOMER NO: 6519A

ARTICLES OF MERGER

GATEWAY BANK OF FLORIDA,
GATEWAY BANK OF CENTRAL
FLORIDA

INTO

CENTERSTATE BANK OF FLORIDA,
N.A.

PLEASE RETURN THE FOLLOWING AS PROOF OF FILING:

____ CERTIFIED COPY
XX PLAIN STAMPED COPY

CONTACT PERSON: Melissa Zender

EXAMINER'S INITIALS: _____

17 APR 27 AM 8:47

**ARTICLES OF MERGER
OF
GATEWAY BANK OF FLORIDA, GATEWAY BANK OF CENTRAL FLORIDA, AND
GATEWAY BANK OF SOUTHWEST FLORIDA
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), Gateway Bank of Florida (a Florida banking corporation), Gateway Bank of Central Florida (a Florida banking corporation), and Gateway Bank of Southwest Florida (a Florida banking corporation) (and, collectively, Gateway Bank of Florida, Gateway Bank of Central Florida, and Gateway Bank of Southwest Florida are referred to as the "Gateway Banks"), do hereby adopt the following Articles of Merger for the purpose of merging the Gateway Banks 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., Gateway Bank of Florida, Gateway Bank of Central Florida, and Gateway Bank of Southwest Florida. 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 the Gateway Banks dated as of November 30, 2016 (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 of the Gateway Banks with and into CenterState Bank of Florida, N.A. shall become effective at 12:02 a.m., Winter Haven, Florida time, on May 1, 2017 in accordance with the provisions of the Act.

FOURTH: The Merger Agreement was adopted by the sole shareholder of the Gateway Banks pursuant to the applicable provisions of the Act and the Florida Financial Institutions Codes on November 30, 2016. The Merger Agreement was adopted by the sole shareholder of CenterState Bank of Florida, N.A. on November 30, 2016.

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

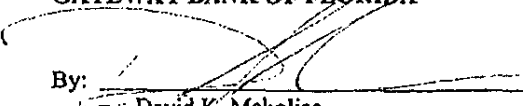
SIXTH: CenterState Bank of Florida, N.A. is deemed to have appointed the Secretary of State as its agent for service of process in a proceeding to enforce any obligation or the rights of dissenting shareholders of the Gateway Banks.

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

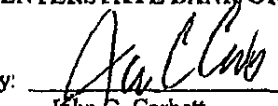
[Signature page follows]

IN WITNESS WHEREOF, the parties have caused these Articles of Merger to be executed as of April 27, 2017.

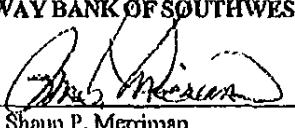
GATEWAY BANK OF FLORIDA

By: 
As Its: President and Chief Executive Officer

CENTERSTATE BANK OF FLORIDA, N.A.

By: 
As Its: President and Chief Executive Officer

GATEWAY BANK OF SOUTHWEST FLORIDA

By: 
As Its: President and Chief Executive Officer

GATEWAY BANK OF CENTRAL FLORIDA

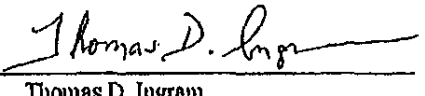
By: 
As Its: Chief Executive Officer

EXHIBIT A
MERGER AGREEMENT

EXHIBIT A
TO
PLAN OF MERGER AND MERGER AGREEMENT

GATEWAY BANK OF FLORIDA
GATEWAY BANK OF CENTRAL FLORIDA
GATEWAY BANK OF SOUTHWEST FLORIDA
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 30th day of November, 2016, 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; Gateway Bank of Florida (hereinafter referred to as "GBF"), a Florida banking corporation, with its main office located at 1950 W. International Speedway Boulevard, Daytona Beach, Florida 32114; Gateway Bank of Central Florida (hereinafter referred to as "GBCF"), a Florida banking corporation, with its main office located at 1632 East Silver Springs Boulevard, Ocala, Florida 34470; and Gateway Bank of Southwest Florida (hereinafter referred to as "GBSWF"), a Florida banking corporation, with its main office located at 1100 South Tamiami Trail, Sarasota, Florida 34236. Collectively, CenterState Bank of Florida, N.A., GBF, GBCF, and GBSWF are referred to as the "Banks", and GBF, GBCF and GBSWF are collectively referred to as the "GBF Banks".

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 each GBF 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 Gateway Financial Holdings of Florida, Inc. which owns all of the outstanding shares of each GBF Bank, have entered into an Agreement and Plan of Merger (the "Plan of Merger") which, among other things, contemplates the merger of Gateway Financial Holdings of 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 each GBF 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, each GBF 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 each GBF 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 each GBF 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 each GBF 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 GBF 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 each GBF 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 each GBF Bank at the time the Merger becomes effective.

SECTION 7

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

Outstanding certificates representing shares of the common stock of each GBF 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, each of whom 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 Gateway Financial Holdings of Florida, Inc. which owns all of the outstanding shares of each GBF 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.

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.

GATEWAY BANK OF CENTRAL FLORIDA CENTERSTATE BANK OF FLORIDA, N.A.

By: /s/ Thomas D. Ingram
Thomas D. Ingram
As Its: Chief Executive Officer

By: /s/ John C. Corbett
John C. Corbett
As Its: President and Chief Executive Officer

GATEWAY BANK OF SOUTHWEST FLORIDA GATEWAY BANK OF FLORIDA

By: /s/ Shaun P. Merriman
Shaun P. Merriman
As Its: President and Chief Executive Officer

By: /s/ David Maholias
David Maholias
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, Florida 33880

Branch Offices:

14480 NW 152nd Lane
Alachua, Florida 32615

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

2100 Manatee Avenue West
Bradenton, Florida 34236

802 West Lumsden Road
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

18765 S. Dixie Highway
Cutler Bay, Florida 33157

14045 Seventh Street
Dade City, Florida 33525

100 East Polo Park
Davenport, Florida 33837

42725 Highway 27
Davenport, Florida 33837

1950 W. International Speedway Blvd.
Daytona Beach, Florida 32114

909 SE 5th Avenue
Delray Beach, Florida 33483

2100 Main Street,
Dunedin, FL 34698

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

4100 NW 37th Place
Gainesville, Florida 32606

1105 W. Broad Street
Groveland, Florida 34736

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

1550 N. Krome Avenue
Homestead, Florida 33030

1750 N.E. 8th Street
Homestead, Florida 33033

28801 SW 157th Avenue
Homestead, Florida 33033

1120 S.R. 20
Interlachen, Florida 32148

100 N. Laura Street, Suite 120
Jacksonville, Florida 32202

1234 King Street
Jacksonville, Florida 32204

2922 Corinthian Avenue
Jacksonville, Florida 32210

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

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

763 East 3rd Avenue
New Smyrna Beach, Florida 32169

1632 E. Silver Springs Boulevard
Ocala, Florida 34470

406 East Silver Springs Boulevard
Ocala, Florida 34470

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

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

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

112 North Nova Road
Ormond Beach, Florida 32174

10891 N. Military Trail
Palm Beach Gardens, Florida 33410

175 Palm Coast Parkway
Palm Coast, Florida 32164

1804 James L. Redman Parkway
Plant City, Florida 33566

850 Cypress Parkway
Poinciana, Florida 34759

3741 South Nova Road
Port Orange, Florida 32129

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

25151 South Dixie Highway
Princeton, Florida 33032

709 S. Ponce de Leon Boulevard
St. Augustine, Florida 32084

2801 Thirteenth Street
St. Cloud, Florida 34769

10101 Bloomingdale Avenue
Riverview, Florida 33578

420 West First Street
Sanford, Florida 32771

6204 North Lockwood Rodge Road
Sarasota, Florida 34243

1100 South Tamiami Trail
Sarasota, Florida 34239

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

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

408 S. MacDill Ave,

Tampa, FL 33609

91390 Overseas Highway
Tavernier, Florida 33070

1815 State Road 60 East
Valrico, Florida 33594

855 21st Street
Vero Beach, Florida 32960

7722 State Road 544 East
Winter Haven, Florida 33881

1500 Lee Road
Winter Park, Florida 32789

6930 Gall Boulevard
Zephyrhills, Florida 33542