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(Requestor's Name)

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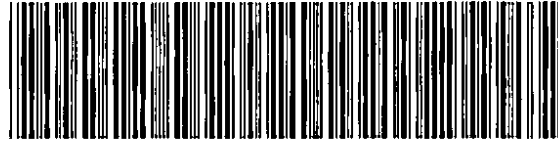
(Business Entity Name)

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17 DEC 29 AM 11:01

20TH DEC 29 PM 4:00

JEV 04/200  
C McNAIR



985970-10

FLORIDA DEPARTMENT OF STATE  
Division of Corporations

**SUBMIT**

Please give original  
submission date as file date.

January 2, 2018

CORPORATION SERVICE COMPANY  
ATT: ROXANNE TURNER

SUBJECT: CENTERSTATE BANK CORPORATION  
Ref. Number: P99000082771

We have received your document . However, the enclosed document has not been filed and is being returned to you for the following reason(s):

Pursuant to section 658.43, Florida Statutes, a bank or trust company may not be a party to a merger without written approval of the Office of Financial Regulation. Their address is:

Office of Financial Regulation  
200 E. Gaines Street, Tallahassee, FL 32399

If you have any questions concerning the filing of your document, please call (850) 245-6838.

Cheryl R McNair  
Regulatory Specialist II

Letter Number: 518A00000019

RECEIVED  
2018 JAN -3 PM 4:39  
DEPARTMENT OF STATE  
TALLAHASSEE, FLORIDA

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

2019 DEC 29 PM 4:00

ACCOUNT NO. : I20000000195

REFERENCE : 985970-010 6519A

AUTHORIZATION :

COST LIMIT : \$ 70.00

ORDER DATE : December 28, 2017

ORDER TIME : 9:21 AM

ORDER NO. : 985970-010

CUSTOMER NO: 6519A

ARTICLES OF MERGER

HARBOR COMMUNITY BANK

INTO

CENTERSTATE BANK, N.A.

PLEASE RETURN THE FOLLOWING AS PROOF OF FILING:

\_\_\_\_ CERTIFIED COPY  
XX PLAIN STAMPED COPY

CONTACT PERSON: Roxanne Turner

EXAMINER'S INITIALS: \_\_\_\_\_

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

2017 DEC 29 PM 4:11

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

**SECOND:** The Plan of Merger is set forth in the Bank Plan of Merger and Merger Agreement by and between CenterState Bank, N.A. and Harbor Community Bank dated as of August 12, 2017 (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., Eastern Time, on January 1, 2018 in accordance with the provisions of the Act.

**FOURTH:** The Merger Agreement was adopted by the sole shareholder of Harbor Community Bank pursuant to the applicable provisions of the Act and the Florida Financial Institutions Codes on August 12, 2017. The Merger Agreement was adopted by the sole shareholder of CenterState Bank, N.A. on August 12, 2017.

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

**SIXTH:** CenterState Bank, 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 Harbor Community Bank.

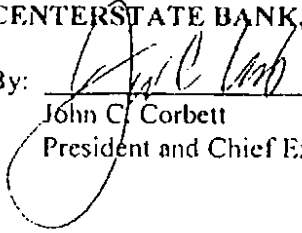
**SEVENTH:** CenterState Bank, N.A. has agreed to promptly pay to the dissenting shareholders of Harbor Community Bank the amount, if any to which they are entitled under Section 607.1302 of the Act.

[Signature page follows]

IN WITNESS WHEREOF, the parties have caused these Articles of Merger to be executed as of December 28, 2017.

CENTERSTATE BANK, N.A.

By: \_\_\_\_\_

  
John C. Corbett

President and Chief Executive Officer

HARBOR COMMUNITY BANK

By: \_\_\_\_\_

Michael J. Brown, Sr.

Chairman and Chief Executive Officer

IN WITNESS WHEREOF, the parties have caused these Articles of Merger to be executed as of December 28, 2017.

**CENTERSTATE BANK, N.A.**

By: \_\_\_\_\_  
John C. Corbett  
President and Chief Executive Officer

**HARBOR COMMUNITY BANK**

By: *Michael J. Brown, Sr.*  
Michael J. Brown, Sr.  
Chairman and Chief Executive Officer

**EXHIBIT A**

**BANK PLAN OF MERGER AND MERGER AGREEMENT  
HARBOR COMMUNITY BANK  
with and into  
CENTERSTATE BANK, N.A.  
under the charter of  
CENTERSTATE BANK, N.A.  
under the title of  
"CENTERSTATE BANK, N.A."  
("Resulting Bank")**

THIS BANK PLAN OF MERGER AND MERGER AGREEMENT (this "Agreement") is made and entered into as of August 12, 2017, by and between CenterState Bank, N.A. ("CenterState Bank"), a national banking association, with its main office located at 1101 First Street South, Winter Haven, FL 33880, and Harbor Community Bank, a Florida state-chartered bank, with its main office located at 200 S. Indian River Blvd., Suite 101, Fort Pierce, FL 34950 ("Harbor Community Bank," together with CenterState Bank, the "Banks").

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

WHEREAS, CenterState Bank Corporation ("CenterState"), which owns all of the outstanding shares of CenterState Bank, and HCBF Holding Company, Inc. ("HCBF"), which owns all of the outstanding shares of Harbor Community Bank, have entered into an Agreement and Plan of Merger (the "Holding Company Agreement") which, among other things, contemplates the merger of HCBF with and into CenterState, all subject to the terms and conditions of such Plan of Merger (the "Holding Company Merger");

WHEREAS, CenterState, as the sole shareholder of CenterState Bank, and HCBF, as the sole shareholder of Harbor Community Bank, have approved this Agreement; and

WHEREAS, each of the Banks is entering into this Agreement to provide for the merger of Harbor Community Bank with and into CenterState Bank, with CenterState Bank being the surviving company of such merger transaction (the "Bank Merger") subject to, and as soon as practicable following, the closing of the Holding Company Merger.

NOW, THEREFORE, for and in consideration of the promises 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, at the Effective Time (as defined below) and pursuant to the Act, Harbor Community Bank shall be merged with and into CenterState Bank. CenterState Bank shall continue its existence as the surviving company and Resulting Bank under the charter of the Resulting Bank and the separate corporate existence of Harbor Community Bank shall cease. The closing of the Bank 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 Bank Merger (such time when the Bank Merger becomes effective, the "Effective Time").

## SECTION 2

The name of the Resulting Bank shall be "CenterState Bank, N.A." 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 from and after the Effective Time shall be that of a national banking association. The business of the Resulting Bank shall be conducted from its main office which shall be located at 1101 First Street South, Winter Haven, FL 33880, as well as at its legally established branches and at the banking offices of Harbor Community Bank that are acquired in the Bank 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 Bank Merger as branch offices of CenterState Bank). The savings accounts of the Resulting Bank will be issued by the Resulting Bank in accordance with the Act.

## SECTION 4

At the Effective Time, the amount of issued and outstanding capital stock of the Resulting Bank shall be the amount of capital stock of CenterState Bank issued and outstanding immediately prior to Effective Time. Preferred stock shall not be issued by the Resulting Bank.

## SECTION 5

All assets of Harbor Community Bank and the Resulting Bank, as they exist at the Effective Time, 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 Harbor Community Bank and the Resulting Bank existing as of the Effective Time, all in accordance with the provisions of the Act.

## SECTION 6

CenterState Bank and Harbor 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 and Harbor Community Bank at the Effective Time.

#### SECTION 7

At the Effective Time, each outstanding share of common stock of Harbor Community Bank shall be cancelled with no consideration being paid therefor.

Outstanding certificates representing shares of the common stock of Harbor Community Bank shall, at the Effective Time, be cancelled.

#### SECTION 8

Upon the Effective Time, the then outstanding shares of CenterState Bank's common stock shall continue to remain outstanding shares of CenterState Bank's common stock, all of which shall continue to be owned by CenterState.

#### SECTION 9

The directors of the Resulting Bank from and after the Effective Time shall be increased by one (1) director and shall consist of the directors of CenterState Bank in office immediately prior to the Effective Time as well as one (1) current director of Harbor Community Bank selected by Harbor Community Bank in its sole and absolute discretion after consultation with CenterState Bank, who shall serve as directors of the Resulting Bank until the next annual meeting of the Resulting Bank's sole shareholder and until their respective successors are duly elected, appointed or qualified or until their earlier death, resignation or removal in accordance with the articles of association and bylaws of the Resulting Bank. The officers of CenterState Bank shall, from and after the Effective Time, continue as the officers of the Resulting Bank until their successors shall have been duly elected, appointed or qualified or until their earlier death, resignation or removal in accordance with the articles of association and bylaws of the Resulting Bank.

#### SECTION 10

This Agreement has been approved by CenterState, which owns all of the outstanding shares of CenterState Bank, and by HCBF, which owns all of the outstanding shares of Harbor Community Bank

#### SECTION 11

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

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

- c) The Bank Merger may be abandoned at the election of CenterState Bank at any time, whether before or after filings are made for regulatory approval of the Bank Merger.

#### SECTION 12

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

#### SECTION 13

Effective as of the Effective Time, 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 Effective Time.

#### SECTION 14

This Agreement shall terminate if and at the time of any termination of the Holding Company Agreement.

#### 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, 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.

*[Signatures on Following Page]*

**IN WITNESS WHEREOF**, Harbor Community Bank and CenterState Bank have entered into this Agreement as of the date first set forth above.

**HARBOR COMMUNITY BANK**

By: /s/ J. Hal Roberts, Jr.

J. Hal Roberts, Jr.

President

**CENTERSTATE BANK, N.A.**

By: /s/ John C. Corbett

John C. Corbett

President and Chief Executive Officer

**Exhibit A to Bank Plan of Merger and Merger Agreement  
Banking Offices of the Resulting Bank**

[Intentionally Omitted]

# FINANCIAL SERVICES COMMISSION OFFICE OF FINANCIAL REGULATION

Whereas, satisfactory evidence of compliance with all the requirements of the Laws of the State of Florida has been presented to this office. I, Linda B. Charity,  
As Interim Commissioner of the Office of Financial Regulation, under  
and by virtue of the authority vested in me by the statutes of the State of Florida,  
Do Hereby Authorize:

## HARBOR COMMUNITY BANK INDIANTOWN, FLORIDA

TO TRANSACT A  
GENERAL BANKING BUSINESS

1214

Charter Number

Signed and Sealed this 12th day of June 2012.

Linda B. Charity  
Linda B. Charity, Interim Commissioner

Attest:

Linda R. Townsend  
Linda R. Townsend, Bureau Chief

Charter cancelled pursuant to Institution being merged into  
CenterState Bank, a National Association effective  
January 1, 2018.

Jeremy W. Smith - Director  
OFR - DFI