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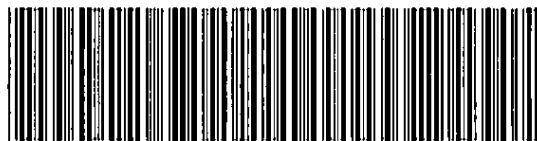
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115 N CALHOUN ST., STE. 4
TALLAHASSEE, FL 32301
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COGENCYGLOBAL.COM

Account#: 120000000088

Date: 09/21/2021

Name: Jennifer Bialowas

Reference #: 1478131

Entity Name: SUNSTATE BANCSHARES, INC.

☐ Articles of Incorporation/Authorization to Transact Business

☒ Amendment

☐ Change of Agent

☐ Reinstatement

☐ Conversion

☐ Merger

☐ Dissolution/Withdrawal

☐ Fictitious Name

☐ Other _____

Authorized Amount: \$35.00

Signature: Jennifer Bialowas



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☐ Other _____

Authorized Amount: \$35.00

Signature: Jennifer Bialowas

**ARTICLES OF AMENDMENT
TO
ARTICLES OF INCORPORATION
OF
SUNSTATE BANCSHARES, INC.**

SUNSTATE BANCSHARES, INC., a corporation organized and existing under the laws of the State of Florida (the "Corporation"), in accordance with the provisions of Section 607.0602 of the Florida Business Corporation Act, as amended (the "Act"), hereby amends its Articles of Incorporation as follows:

Effective at 12:02 a.m., EDT, on September 24, 2021, Article IV of the Corporation's Articles of Incorporation shall be amended as follows:

ARTICLE IV

Capital Stock

A. **Number and Class of Shares Authorized; Par Value.**

The Corporation is authorized to issue the following shares of capital stock:

(1) **Common Stock.** The aggregate number of shares of common stock (referred to in these Articles of Incorporation as "**Common Stock**") which the Corporation shall have authority to issue is 10,000,000 with a par value of \$5.50 per share.

(2) **Series A Preferred Stock.** The aggregate number of shares of Series A 1% Fixed Rate Non-Cumulative Perpetual Preferred Stock (referred to in these Articles of Incorporation as "**Series A**") which the Corporation shall have the authority to issue is 6,000 shares of no par value per share.

B. **Common Stock Voting Rights.**

Each record holder of Common Stock shall be entitled to one vote for each share held. Holders of Common Stock shall have no cumulative voting rights in any election of directors of the Corporation.

C. **Common Stock Preemptive Rights.**

The Corporation elects that the shares of Common Stock shall have preemptive rights pursuant to the Act.

D. **Series A Preferred Stock.**

Section 1. Designation. The distinctive serial designation of the Series A is "Series A 1% Fixed Rate Non-Cumulative Perpetual Preferred Stock" ("**Series A**"). Each share of Series A shall be identical in all respects to every other share of Series A, except that shares of Series A issued after September 24, 2021 (the "**Original Issue Date**") may only be issued on a Dividend Payment Date and shall accrue dividends from the date they are issued.

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Section 2. Number of Designated Shares. The number of designated shares of Series A so authorized and designated shall initially be 6,000. Such number may from time to time be increased (but not in excess of the total number of authorized shares of preferred stock, excluding shares of any other series of preferred stock designated at the time of such increase) or decreased (but not below the number of shares of Series A then outstanding) by the Board of Directors. Shares of Series A that are redeemed, purchased or otherwise acquired by the Corporation shall be cancelled and shall revert to authorized but unissued shares of preferred stock undesignated as to series. The Corporation shall have the authority to issue fractional shares of Series A.

Section 3. Ranking.

(a) The Series A will rank senior and have priority as to dividend rights, payment priority and distributions of assets upon liquidation, dissolution or winding up of the Corporation, whether voluntary or involuntary, over the Common Stock and any other Junior Stock.

(b) The Series A will rank *pari passu* with the most senior existing series or class of preferred stock of the Corporation issued as of the date hereof.

(c) Not in limitation of anything contained herein, and for purposes of clarity, the Series A is subordinated to the general creditors and subordinated debt holders of the Corporation and the depositors of the Corporation's bank subsidiaries, in any receivership, insolvency, liquidation or similar proceeding.

Section 4. Definitions. As used herein with respect to Series A:

(a) **"Appropriate Federal Banking Agency"** means the "appropriate federal banking agency" with respect to the Corporation as defined in Section 3(q) of the Federal Deposit Insurance Act (12 U.S.C. § 1813(q)), or any successor provision.

(b) **"Articles of Amendment"** means these Articles of Amendment of the Corporation, as may be amended from time to time.

(c) **"Articles of Incorporation"** means the Articles of Incorporation of the Corporation, as it may be amended from time to time, and shall include these Articles of Amendment.

(d) **"Board of Directors"** means the Board of Directors of the Corporation or a committee of the Board of Directors duly authorized by the Board of Directors to declare dividends on the Series A or take other action relating to the Series A.

(e) **"Business Day"** means each Monday, Tuesday, Wednesday, Thursday or Friday on which banking institutions in The City of New York and Miami, Florida are not authorized or obligated by law, regulation or executive order to close.

(f) **"Bylaws"** means the Bylaws of the Corporation, as it may be amended from time to time.

(g) **"Common Stock"** means the common stock, par value \$5.50 per share, of the Corporation.

(h) **"Corporation"** means Sunshine Bancshares, Inc.

(i) **"Dividend Parity Stock"** means any class or series of stock of the Corporation (and any warrants, rights, calls, options or any other convertible securities exercisable for or convertible into such stock) that ranks on a parity with Series A in the payment of current dividends.

(j) **"Dividend Payment Date"** has the meaning set forth in Section 5(a).

(k) **"Dividend Period"** means each period commencing on (and including) a Dividend Payment Date and continuing to (but not including) the next succeeding Dividend Payment Date, except that the first Dividend Period for the initial issuance of shares of Series A shall commence on (and include) the Original Issue Date.

(l) **"Junior Stock"** means any class or series of stock of the Corporation (including the Common Stock) (and any warrants, rights, calls, options or any other convertible securities exercisable for or convertible into such stock) that ranks junior to the Series A in the payment of dividends or in the distribution of assets on liquidation, dissolution or winding up of the Corporation.

(m) **"Liquidation Preference"** has the meaning set forth in Section 6.

(n) **"Liquidation Preference Parity Stock"** means any class or series of stock of the Corporation (and any warrants, rights, calls, options or any other convertible securities exercisable for or convertible into such stock) that ranks on a parity with Series A in the distribution of assets on liquidation, dissolution or winding up of the Corporation.

(o) **"Original Issue Date"** has the meaning set forth in Section 1.

(p) **"Regulatory Capital Treatment Event"** means the good faith determination by the Corporation that, as a result of (i) any amendment to, or change in, the laws, rules or regulations of the United States (including, for the avoidance of doubt, any agency or instrumentality of the United States, including the Board of Governors of the Federal Reserve System and other federal bank regulatory agencies) or any political subdivision of or in the United States that is enacted or becomes effective after the initial issuance of any share of Series A, (ii) any proposed change in those laws, rules or regulations that is announced or becomes effective after the initial issuance of any share of Series A, or (iii) any official administrative decision or judicial decision or administrative action or other official pronouncement interpreting or applying those laws, rules or regulations or policies with respect thereto that is announced after the initial issuance of any share of Series A, there is more than an insubstantial risk that the Corporation will not be entitled to treat the full Stated Amount of \$1,000.00 per share of Series A then outstanding as *"Tier 1 capital"* (or its equivalent) for purposes of the capital adequacy rules of the Board of Governors of the Federal Reserve System (or, as and if applicable, the capital adequacy rules or regulations of any successor Appropriate Federal Banking Agency) as then in effect and applicable, for so long as any share of Series A is outstanding.

(q) **"Series A"** has the meaning set forth in Section 1.

(r) **"Stated Amount"** means, in respect of Series A, \$1,000.00 per share, and, in respect of any other series of capital stock, the stated amount per share specified in the Articles of Incorporation or applicable articles of amendment.

Section 5. Dividends.

(a) **Rate.** Holders of shares of Series A shall be entitled to receive, when, as and if declared by the Board of Directors, but only out of funds legally available therefor, noncumulative cash dividends

at the annual rate of 1% of the Stated Amount per share, and no more, payable quarterly in arrears on the 15th day of each March, June, September, and December, respectively, in each year (each, a "Dividend Payment Date") with respect to the Dividend Period (or portion thereof) ending on the day preceding such respective Dividend Payment Date, to holders of record on the 15th calendar day before such Dividend Payment Date or such other record date not more than 30 nor less than 10 days preceding such Dividend Payment Date fixed for that purpose by the Board of Directors in advance of payment of each particular dividend. The amount of the dividend per share of Series A for each Dividend Period (or portion thereof) will be calculated on the basis of a 360-day year consisting of twelve 30-day months and shall be at an amount equal to 0.25% of the Stated Amount per share. If a Dividend Payment Date is not a Business Day, the applicable dividend shall be paid on the first Business Day following that day without adjustment. The Corporation shall not pay interest or any sum of money instead of interest on any dividend payment that may be in arrears on the Series A.

(b) **Dividends Noncumulative.** Dividends on shares of Series A shall not be cumulative. Holders of shares of Series A shall not be entitled to receive any dividends not declared by the Board of Directors (or a duly authorized committee of the Board of Directors) and no interest, or sum of money in lieu of interest, shall be payable in respect of any dividend not so declared. Holders of the Series A shall not be entitled to any dividends, whether payable in cash, securities or other property, other than dividends (if any) declared and payable on the Series A as specified in this Section 5 (subject to the other provisions of these Articles of Amendment).

(c) **Priority of Dividends.** So long as any share of Series A remains outstanding, unless dividends on all outstanding shares of Series A for the then-current Dividend Period have been paid in full or declared and a sum sufficient for the payment thereof has been set aside for payment, the Corporation shall not declare, pay or set aside any dividend or make any other distribution (including, without limitation, in cash, in capital stock of the Corporation (which shall include, without limitation, any options, warrants or other rights to acquire capital stock), or other property or assets) on any Dividend Parity Stock or Junior Stock other than a dividend payable solely in stock that ranks junior to the Series A in the payment of dividends and in the distribution of assets on any liquidation, dissolution or winding up of the Corporation.

If the Board of Directors elects to declare only partial instead of full dividends for a dividend payment date and related dividend period (which terms include, in the case of Series A, the Dividend Payment Dates and Dividend Periods provided for herein) on the shares of Series A or any Dividend Parity Stock, then to the extent permitted by the terms of the Series A and each outstanding series of Dividend Parity Stock such partial dividends shall be declared on shares of Series A and Dividend Parity Stock, and dividends so declared shall be paid, as to any such dividend payment date and related dividend period in amounts such that the ratio of the partial dividends declared and paid on each such series to full dividends on each such series is the same. As used in this paragraph, "full dividends" means, as to any Dividend Parity Stock that bears dividends on a cumulative basis, the amount of dividends that would need to be declared and paid to bring such Dividend Parity Stock current in dividends, including undeclared dividends for past dividend periods. To the extent a dividend period with respect to the Series A or any series of Dividend Parity Stock (in either case, the "first series") coincides with more than one dividend period with respect to another series as applicable (in either case, a "second series"), for purposes of this paragraph the Board of Directors may, to the extent permitted by the terms of each affected series, treat such dividend period for the first series as two or more consecutive dividend periods, none of which coincides with more than one dividend period with respect to the second series, or may treat such dividend period(s) with respect to any Dividend Parity Stock and Dividend Period(s) with respect to the Series A for purposes of this paragraph in any other manner that it deems to be fair and equitable in order to achieve ratable payments of dividends on such Dividend Parity Stock and the Series A.

Subject to the foregoing, and not otherwise, such dividends (payable in cash, stock or otherwise) as may be determined by the Board of Directors may be declared and paid on any Junior Stock from time to time out of any funds legally available therefor, and the shares of Series A shall not be entitled to participate in any such dividend.

(d) **Redemption and Repurchase of Dividend Parity Stock and Junior Stock.** So long as any share of Series A remains outstanding, unless dividends on all outstanding shares of Series A for the then-current Dividend Period have been declared by the Board of Directors and paid in full or declared and a sum sufficient for the payment thereof has been set aside for payment, no monies may be paid or made available for a sinking fund for the redemption or retirement of Dividend Parity Stock or Junior Stock, nor shall any shares of Dividend Parity Stock or Junior Stock be purchased, redeemed or otherwise acquired for consideration by the Corporation, directly or indirectly, nor shall the Board of Directors authorize any of the foregoing, other than:

(i) as a result of (x) a reclassification of Dividend Parity Stock or Junior Stock, or (y) the exchange or conversion of one share of Dividend Parity Stock or Junior Stock for or into another share of Dividend Parity Stock or Junior Stock, respectively (i.e., retaining its existing rank), that does not rank senior to such Dividend Parity Stock in the distribution of assets on any liquidation, dissolution or winding up of the Corporation or other stock that ranks junior to the Series A in the payment of dividends and in the distribution of assets on any liquidation, dissolution or winding up of the Corporation, as the case may be;

(ii) through the use of the proceeds of a substantially contemporaneous sale of other shares of Dividend Parity Stock that does not rank senior to such Dividend Parity Stock in the distribution of assets on any liquidation, dissolution or winding up of the Corporation or other stock that ranks junior to the Series A in the payment of dividends and in the distribution of assets on any liquidation, dissolution or winding up of the Corporation, as the case may be;

(iii) repurchases, redemptions or other acquisitions of shares of Junior Stock in connection with (x) any employment contract, benefit plan or other similar arrangement with or for the benefit of any one or more employees, officers, directors or consultants or (y) a dividend reinvestment or shareholder stock purchase plan; or

(iv) any declaration of a dividend in connection with any shareholders' rights plan, or the issuance of rights, stock or other property under any shareholders' rights plan, or the redemption or repurchase of rights pursuant to the plan.

Section 6. Liquidation Rights.

(a) **Voluntary or Involuntary Liquidation.** In the event of any liquidation, dissolution or winding up of the affairs of the Corporation, whether voluntary or involuntary, before any distribution or payment out of the assets of the Corporation may be made to or set aside for the holders of any Junior Stock, holders of shares of Series A will be entitled to receive out of the assets of the Corporation legally available for distribution to its shareholders an amount equal to the Stated Amount per share, together with an amount equal to all dividends (if any) that have been declared but not paid prior to the date of payment (but without any amount in respect of dividends that have not been declared prior to such payment date) (the "Liquidation Preference").

(b) **Partial Payment.** If the assets of the Corporation are not sufficient to pay the Liquidation Preference in full to all holders of shares of Series A and all holders of any Liquidation Preference Parity Stock, the amounts paid to the holders of shares of Series A and to the holders of all

Liquidation Preference Parity Stock shall be *pro rata* in accordance with the respective aggregate Liquidation Preferences of Series A and all such Liquidation Preference Parity Stock. In any such distribution, the "Liquidation Preference" of any holder of shares of the Corporation other than the Series A means the amount otherwise payable to such holder in such distribution (assuming no limitation on the assets of the Corporation available for such distribution), including an amount equal to any declared but unpaid dividends in the case of any holder or shares on which dividends accrue on a noncumulative basis and, in the case of any holder of shares on which dividends accrue on a cumulative basis, an amount equal to any unpaid, accrued, cumulative dividends, whether or not earned or declared, as applicable.

(c) **Residual Distributions.** If the Liquidation Preference has been paid in full to all holders of shares of Series A and all holders of any Liquidation Preference Parity Stock, the holders of Junior Stock will be entitled to receive all remaining assets of the Corporation according to their respective rights and preferences.

(d) **Merger, Consolidation and Sale of Assets Not Liquidation.** For purposes of this Section 6, the (i) merger, consolidation or other business combination of the Corporation with or into any other corporation, including a transaction in which the holders of shares of Series A receive cash or property for their shares, or the sale, conveyance, lease, exchange or transfer (for cash, shares of stock, securities or other consideration) of all or substantially all of the assets of the Corporation, or the (ii) a reorganization of the Corporation and its subsidiaries in which the holders of shares of Series A receive shares in Sunstate Bank, representing equivalent economic and other terms as set forth in these Articles of Designation, in exchange for their shares of Series A, shall not constitute a liquidation, dissolution or winding up of the Corporation.

Section 7. Redemption

(a) **Optional Redemption.** The Series A is perpetual and has no maturity date. The Corporation may, at its option, redeem the shares of Series A (i) in whole or in part, from time to time, on or after September 24, 2026, or (ii) in whole but not in part at any time within ninety (90) days following a Regulatory Capital Treatment Event, in each case, at a cash redemption price equal to the Stated Amount, together (except as otherwise provided herein) with an amount equal to any dividends that have been declared but not paid prior to the redemption date (but with no amount in respect of any dividends that have not been declared prior to such date). The redemption price for any shares of Series A shall be payable on the redemption date to the holder of such shares against surrender of the certificate(s) evidencing such shares to the Corporation or its agent, if the shares of Series A are issued in certificated form. Any declared but unpaid dividends payable on a redemption date that occurs subsequent to the record date for a Dividend Payment Date shall not be paid to the holder entitled to receive the redemption price on the redemption date, but rather shall be paid to the holder of record of the redeemed shares on such record date relating to the Dividend Payment Date as provided in Section 5 above. Notwithstanding the foregoing, the Corporation may not redeem shares of Series A without having received the prior approval of the Appropriate Federal Banking Agency if then required under capital rules applicable to the Corporation.

(b) **No Sinking Fund.** The Series A will not be subject to any mandatory redemption, sinking fund or other similar provisions. Holders of shares of Series A will have no right to require redemption of any shares of Series A.

(c) **Notice of Redemption.** Notice of every redemption of shares of Series A shall be given by first class mail, postage prepaid, addressed to the holders of record of the shares to be redeemed at their respective last addresses appearing on the books of the Corporation. Such mailing shall be at least

30 days and not more than 60 days before the date fixed for redemption. Any notice mailed as provided in this Subsection shall be conclusively presumed to have been duly given, whether or not the holder receives such notice, but failure duly to give such notice by mail, or any defect in such notice or in the mailing thereof, to any holder of shares of Series A designated for redemption shall not affect the validity of the proceedings for the redemption of any other shares of Series A. Notwithstanding the foregoing, if the Series A or any depositary shares representing interests in the Series A are issued in book-entry form through The Depository Trust Company or any other similar facility, notice of redemption may be given to the holders of shares of Series A at such time and in any manner permitted by such facility. Each such notice given to a holder shall state: (1) the redemption date; (2) the number of shares of Series A to be redeemed and, if less than all the shares held by such holder are to be redeemed, the number of such shares to be redeemed from such holder; (3) the redemption price; (4) the place or places where certificates for such shares are to be surrendered for payment of the redemption price; and (5) that dividends will cease to accrue on the redemption date.

(d) **Partial Redemption.** In case of any redemption of only part of the shares of Series A at the time outstanding, the shares to be redeemed shall be selected either *pro rata* from the holders of record of Series A in proportion to the number of shares of Series A held by such holders or by lot or in such other manner as the Board of Directors may determine to be fair and equitable. Subject to the provisions hereof, the Board of Directors shall have full power and authority to prescribe the terms and conditions on which shares of Series A shall be redeemed from time to time. If the Corporation shall have issued certificates for the Series A and fewer than all shares represented by any certificates are redeemed, new certificates shall be issued representing the unredeemed shares without charge to the holders thereof.

(e) **Effectiveness of Redemption.** If notice of redemption has been duly given, and if on or before the redemption date specified in the notice all funds necessary for the redemption have been set aside by the Corporation, separate and apart from its other funds, in trust for the *pro rata* benefit of the holders of the shares called for redemption, so as to be and continue to be available therefor, then, notwithstanding that any certificate for any share so called for redemption has not been surrendered for cancellation in the case that the shares of Series A are issued in certificated form, on and after the redemption date dividends shall cease to accrue on all shares so called for redemption, all shares so called for redemption shall no longer be deemed outstanding and all rights with respect to such shares shall forthwith on such redemption date cease and terminate, except only the right of the holders thereof to receive the amount payable on such redemption, without interest. Any funds unclaimed at the end of two years from the redemption date, to the extent permitted by law, shall be released from the trust so established and may be commingled with the Corporation's other funds, and thereafter the holders of the shares so called for redemption shall look only to the Corporation for payment of the redemption price of such shares.

Section 8. Voting Rights.

(a) **General.** The holders of shares of Series A will have no voting rights except as set forth below or as otherwise from time to time required by law.

(b) **Other Voting Rights.** So long as any shares of Series A are outstanding, in addition to any other vote or consent of shareholders required by law or by the Articles of Incorporation, the vote or consent of the holders of a majority of the shares of Series A at the time outstanding, voting separately as a single class, given in person or by proxy, either in writing without a meeting or by vote at any meeting called for the purpose, will be necessary for effecting or validating:

(i) **Alteration of Series A.** Any action that would repeal, alter or change the rights, preferences, privileges, or restrictions provided for the benefit of the holders of shares of Series A; *provided, however,* that any action to authorize or create, or to increase the authorized amount of, any Junior Stock or any class or series or any securities convertible into shares of any class or series of Dividend Parity Stock or other series of preferred stock ranking equally with the Series A with respect to the payment of dividends or in the distribution of assets on any liquidation, dissolution or winding up of the Corporation shall not be deemed to repeal, alter or change the rights, preferences, privileges, or restrictions provided for the benefit of the holders of shares of Series A;

(ii) **Amendment of Articles of Incorporation or Bylaws.** Any amendment, alteration or repeal of any provision of the Articles of Incorporation or Bylaws that would significantly and adversely affect the voting powers, preferences, privileges or special rights of the Series A; *provided, however,* that the amendment of the Articles of Incorporation to authorize or create, or to increase the authorized amount of, any Junior Stock or any class or series or any securities convertible into shares of any class or series of Dividend Parity Stock or other series of preferred stock ranking equally with the Series A with respect to the payment of dividends or in the distribution of assets on any liquidation, dissolution or winding up of the Corporation shall not be deemed to affect significantly and adversely the voting powers, preferences, privileges or special rights of the Series A;

(iii) **Authorization of Senior Stock.** Any amendment or alteration of the Articles of Incorporation or Bylaws to authorize or create, or increase the authorized amount of, any shares of any class or series or any securities convertible into shares of any class or series of capital stock of the Corporation ranking senior to Series A in the payment of dividends or in the distribution of assets on any liquidation, dissolution or winding up of the Corporation; or

(iv) **Share Exchanges, Reclassifications, Mergers and Consolidations and Other Transactions.** Any consummation of (x) a binding share exchange or reclassification involving the Series A, (y) a merger or consolidation of the Corporation with another entity (whether or not a corporation), or (z) a conversion, transfer, domestication or continuance of the Corporation into another entity or an entity organized under the laws of another jurisdiction (each of (x), (y) and (z), defined herein as, a "Change Event"), unless, in the applicable case, either (A) the shares of Series A stock receive their Liquidation Preference upon the consummation of such Change Event in the event such Change Event is consummated no earlier than three years from the Original Issue Date or (B1) the shares of Series A remain outstanding or, in the case of any such merger or consolidation with respect to which the Corporation is not the surviving or resulting entity, or any such conversion, transfer, domestication or continuance, the shares of Series A are converted into or exchanged for preference securities of the surviving or resulting entity or its ultimate parent and such surviving or resulting entity or ultimate parent, as the case may be, is organized under the laws of the United States or a state thereof, and (B2) such shares remaining outstanding or such preference securities, as the case may be, have such rights, preferences, privileges and voting powers, and limitations and restrictions, and limitations and restrictions thereof, taken as a whole, as are not materially less favorable to the holders thereof than the rights, preferences, privileges and voting powers, and restrictions and limitations thereof, of the Series A immediately prior to such consummation, taken as a whole.

Section 9. Notices. All notices or communications in respect of the Series A shall be in writing and, unless otherwise specified herein, shall be deemed to have been given upon the earlier of receipt thereof or three (3) Business Days after the mailing thereof if sent by registered or certified mail with postage prepaid, or by private courier service addressed: (i) if to the Corporation, to its office at

14095 S. Dixie Highway, Miami, Florida 33176 (Attention: Chief Executive Officer), (ii) if to any holder of Series A, to such holder at the address of such holder as listed in the stock record books of the Corporation (which may include the records of the transfer agent) or (iii) to such other address as the Corporation or any such holder, as the case may be, shall have designated by notice similarly given.

Section 10. Other Rights. The shares of Series A will not have any voting powers, preferences or relative, participating, optional or other special rights, or qualifications, limitations or restrictions thereof, other than as set forth herein or in the Articles of Incorporation. The holders of shares of Series A shall not have any preemptive rights or conversion rights.

Section 11. Certificates.

(a) **Uncertificated Shares.** The Corporation may at its option issue shares of Series A without certificates.

(b) **Replacement Certificates.** If physical certificates evidencing the Series A are issued, the Corporation shall replace any mutilated certificate of a holder of Series A at such holder's expense upon surrender of that certificate to the transfer agent. The Corporation shall replace certificates that become destroyed, stolen or lost at such holder's expense upon delivery to the Corporation and the transfer agent of satisfactory evidence that the certificate has been destroyed, stolen or lost, together with any indemnity that may be required by the transfer agent and the Corporation.

Section 12. Restatement of Articles of Incorporation. On any restatement of the Articles of Incorporation, Section 1 through Section 11 of these Articles of Amendment shall be included in such amendment and this Section 12 may be omitted. If the Board of Directors so determines, the numbering of Section 1 through Section 11 may be changed for convenience of reference or for any other proper purpose.

The foregoing Articles of Amendment to the Articles of Incorporation were adopted by the Board of Directors on September 21, 2021 and by the holders of in excess of a majority of the outstanding shares of Common Stock, being the sole voting group entitled to vote thereon, on September 21, 2021 and the number of votes cast for the Articles of Amendment was sufficient for approval by the holders of Common Stock.

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IN WITNESS WHEREOF, Sunstate Bancshares, Inc. has caused these Articles of Amendment to be signed by Lloyd DeVaux, its President and Chief Executive Officer, this 21st day of September, 2021.

SUNSTATE BANCSHARES, INC.

DocuSigned by:



By:

505100424/16450..

Name: Lloyd DeVaux

Title: President and Chief Executive Officer

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