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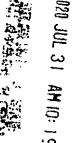
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### FLORIDA OFFICE OF

# FINANCIAL REGULATION

www.flofr.com

July 30, 2020

VIA INTEROFFICE MAIL

Ms. Diane Cushing Administrator Amendment Section

Mr. Timothy Burch Senior Section Adminstrator New Filing Section

Florida Division of Corporations Post Office Box 6327 Tallahassee, Florida 32314-6327

Dear Ms. Cushing and Timothy Burch:

Please file the enclosed Successor Articles of Incorporation and the Plan of Reorganization and Agreement of Merger for International Finance Bank, Miami, Florida effective for July 31, 2020 at 11:59pm eastern time. The distribution of the certified copies should be as follows:

Inter	im Articles of Incorporation	
(1) One certified copy to:	Sonia Canessa-Gonzalez International Finance Bank 777 Southwest 37 <sup>th</sup> Street Miami, Florida 33135	স
(1) One certified copy to:	Division of Financial Institutions Florida Office of Financial Regulation 200 East Gaines Street Tallahassee, Florida 32399-0371	
Plan of Reor	ganization and Agreement of Merger	
(1) One certified copy to:	Sonia Canessa-Gonzalez International Finance Bank 777 Southwest 37 <sup>th</sup> Street Miami, Florida 33135	
(1) One certified copy to:	Division of Financial Institutions Florida Office of Financial Regulation 200 East Gaines Street	_

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Diane Cushing Florida Division of Corporation July 30, 2020 Page 2

Tallahassee, Florida 32399-0371

Enclosed are the checks payable to the Florida Department of State in accordance with Section 607.0122(1). Florida Statutes, and Section 607.0122(21). Florida Statutes. The checks represents payment for the filing fees and certified copies of the Interim Articles of Incorporation and the Plan of Reorganization and Agreement to Merger attached.

Check No.	Amount
8001530 .	\$35.00
8001531	\$35.00
8001535	\$105.00
8001533	\$105.00

If you have any questions, please do not hesitate to contact the attorney for the applicant at the following:

Mr. Benjamin J. St. Angelo

Holland & Knight Ph. 202-469-5436

Email: Benjamin.StAngelo@hklaw.com

For any other questions, please contact Jason Guevara at 850-410-9513, or <u>Jason.guevara@tlofr.com</u> or Jeremy A. Glover@FLOFR.com, or at 850-410-9535.

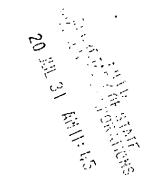
Sincerely,

Ms. Terry Littighes

Bureau Chie

Division of Financial Institutions

TLH/jag



# PLAN OF REORGANIZATION AND AGREEMENT OF MERGER

### THIS PLAN OF REORGANIZATION AND AGREEMENT OF MERGER

("Agreement") is made and entered into as of the 10th day of June, 2019, by and among – International Finance Bank, a Florida state-chartered commercial bank with its principal place of business located at 777 S.W. 37<sup>th</sup> Avenue, Suite 700, Miami, Florida 33135 ("Bank") and IFB Bancorp, Inc., a Maryland corporation ("Holding Company").

#### RECITALS

- A. Holding Company and Bank desire to consummate a bank holding company reorganization by means of a merger. Holding Company will form IFB Interim Bank, a successor Florida banking corporation ("Interim Bank"), and Bank will merge with and into Interim Bank, as a result of which Bank will become a direct wholly-owned subsidiary of Holding Company. For purposes of this Agreement, the foregoing merger is referred to as the "Merger;"
- B. Bank is a Florida banking corporation duly organized, validly existing and doing business in good standing under the laws of the State of Florida, and has authorized capital of 3.618,570 shares of common stock, par value \$10.00 per share, of which, at the date hereof, there are 3.613,592 shares issued and outstanding;
- C. Holding Company is a Maryland corporation duly organized, validly existing and doing business in good standing under the laws of the State of Maryland, and has authorized capital of 49,000,000 shares of common stock, par value \$0.01 per share, of which, there is one share of common stock issued and outstanding, and 1,000,000 shares of preferred stock of which, as of the date hereof, there are none issued or outstanding:
- D. It is the intention of the parties to this Agreement that the Merger shall qualify as a reorganization under Section 368(a) of the Internal Revenue Code of 1986, as amended (the "Code"); and
- E. A majority of the entire Boards of Directors of Bank and Holding Company have approved this Agreement and authorized its execution.
- NOW, THEREFORE, in consideration of their mutual promises and obligations, the parties hereto, intending to be legally bound, adopt and make this Agreement and prescribe the terms and conditions hereof and the manner and basis of carrying the Agreement into effect, as follows:

### Article I Terms of Merger

1.1 Merger. On the Merger Effective Date, as defined below, Bank shall be merged with and into Interim Bank, a successor Florida banking corporation subsidiary of Holding

Company and all of the outstanding shares of capital stock of the Bank shall be converted in the manner set forth in Article II of this Agreement. The Bank, following the consummation of the Merger, is sometimes referred to in this Agreement as the "Resulting Bank."

- 1.2 Articles of Incorporation and Bylaws. The articles of incorporation and bylaws of the Resulting Bank following the Merger Effective Date shall be those of the Bank, as in effect immediately prior to the Merger Effective Date and until such documents are changed in accordance with applicable law.
- Directors. The directors of the Resulting Bank following the Merger Effective Date, who shall hold office until such time as their successors are elected and qualified, shall consist of those persons who were directors of the Bank immediately prior to the Merger Effective Date. The name and address of each director of the Bank is set forth on Exhibit 1.
- 1.4 Officers. The officers of the Resulting Bank following the Merger Effective Date, who shall hold office until such time as their successors are elected and qualified, shall consist of those persons who were officers of the Bank immediately prior to the Merger Effective Date. The name and address of each executive officer of the Bank is set forth on Exhibit 2.
- 1.5 Rights and Privileges. On the Merger Effective Date, the Resulting Bank shall thereupon and thereafter possess all the rights, privileges, immunities and franchises of a public as well as of a private nature, of Bank, and all property, real, personal and mixed and all debts due on whatever account, and all other causes of action, all and every other interest of or belonging to or due to each of the corporations so merged shall be deemed to be vested in the Resulting Bank without further act or deed. The title to any real estate, or any interest therein, vested in any of such corporations, shall not revert or be in any way impaired by reason of the Merger, as provided by the laws of the State of Florida.
- 1.6 Assumption of Liabilities. On the Merger Effective Date, the Resulting Bank shall thereupon and thereafter be responsible and liable for all the liabilities, obligations and penalties of each of the corporations so merged. All rights of creditors and obligors and all liens on the property of the Bank shall be preserved unimpaired.
- 1.7 Further Cooperation. If at any time after the Merger Effective Date any further conveyance, assignment or other documents, or any further action is necessary or desirable to further effectuate the transactions set forth herein or contemplated hereby, the officers and directors of the parties hereto shall execute and deliver, or cause to be executed and delivered, all such documents as may be reasonably required to effectuate such transactions.
- 1.8 Offices. The banking offices of the Resulting Bank following the Merger Effective Date shall be those banking offices of the Bank immediately prior to the Merger Effective Date. The name and location of the main office and each existing and proposed branch office of the Bank is set forth on Exhibit 3.
- 1.9 Trust Powers. At the Merger Effective Date, the Resulting Bank will not exercise trust powers.

1.10 Merger Effective Date; Closing. The Merger shall become effective at the date set forth in the certificate of merger issued by the Florida Office of Financial Regulation with respect to the Merger (such time is hereinafter referred to as the "Merger Effective Date"). The parties shall utilize their best efforts to cause the Merger to be effective as soon as practicable after satisfaction of all conditions set forth in Article IV, including, without limitation, the receipt of the regulatory approvals referred to in paragraph (b) of that Article.

### Article II Capital Stock

- 2.1 Stock of Bank. Subject to the provisions of Section 2.3 hereof, each share of common stock of Bank issued and outstanding immediately prior to the Merger Effective Date shall be converted into one share of common stock of Holding Company.
- 2.2 Exchange of Holding Company Stock for Bank Stock. On the Merger Effective Date, each Bank shareholder of record at that date shall be entitled to receive one share of common stock of Holding Company for each share of common stock of Bank held on that date and Holding Company shall issue that number of shares which shareholders are entitled to receive. On and after the Merger Effective Date, certificates representing the issued and outstanding common stock of Bank shall thereafter represent shares of common stock of Holding Company, and such certificates may be exchanged by the holders thereof, after the Merger becomes effective, for new certificates for the appropriate number of shares bearing the name of Holding Company. On and after the Merger Effective Date, there shall be no registration of transfers on the stock transfer books of Resulting Bank of shares of Bank which were outstanding immediately prior to the Merger Effective Date.
- 2.3 **Dissenting Shares**. Holders of shares of Bank common stock shall have dissenters' rights in connection with the Merger pursuant to the provisions of Sections 607.1302 and 658.44; Florida Statutes.

### Article III Approvals

- 3.1 Shareholder Approval. This Agreement shall be submitted to the shareholders of Bank for approval and ratification, as provided by the applicable laws of the State of Florida and in accordance with other applicable law.
- 3.2 Regulatory Approvals. The parties hereto agree that each shall proceed to and cooperate fully to obtain the regulatory approvals and consents and to satisfy the requirements prescribed by applicable law and/or regulation or which are otherwise necessary or desirable in connection with the completion of the Merger as outlined herein. Such regulatory approvals, consents and requirements shall include, but shall not be limited to the approvals and consents set forth in Article IV herein.

### Article IV Conditions Precedent

Consummation of the Merger is conditioned upon:

- (a) Approval and ratification of this Agreement by the holders of a majority of the outstanding shares of Bank and Interim Bank as required by applicable law;
- (b) Receipt of all other approvals and consents, and satisfaction of all other requirements as are prescribed by applicable law in connection with the Merger including, but not limited to, approval of the FDIC pursuant to 12 U.S.C. 1828(c), approval of the Florida Office of Financial Regulation for the merger of the Bank with and into Interim Bank pursuant to Sections 658.40 through 658.45, Florida Statutes, and notice to the Board of Governors of the Federal Reserve System pursuant to the Bank Holding Company Act of 1956, as amended and Section 225.17 of Regulation Y promulgated pursuant thereto; and
  - (c) Performance by each party hereto of all its obligations under this Agreement.

### Article V Termination

This Agreement may be terminated at any time before the Merger Effective Date upon the occurrence of any of the following events:

- (a) If any of the conditions set forth in Article IV are not fulfilled within a reasonable period of time, such reasonable period of time to be determined by a majority of the Board of Directors of either of the parties, in their sole and absolute discretion;
- (b) If any action, suit, proceeding or claim has been instituted, made or threatened, relating to the proposed Merger which makes consummation of the Merger inadvisable in the opinion of a majority of the Board of Directors of either of the parties; or
- (c) If for any reason consummation of the Merger is inadvisable in the opinion of a majority of the Board of Directors of either of the parties.

Upon termination, this Agreement shall be void and of no further effect, and there shall be no liability by reason of this Agreement or the termination thereof on the part of the parties hereto or their respective directors, officers, employees, agents or shareholders.

### Article VI Expenses

All of the expenses of the Merger, including filing fees, printing and mailing costs, and accountants' fees and legal fees (except for expenses, if any, incurred by the shareholders of Bank or Holding Company) shall be borne by Resulting Bank or the Holding Company, as applicable. In the event that the Merger is abandoned or terminated for any reason, all such expenses shall be borne by Bank.

### Article VII Amendment, Modification, Etc.

7.1 Amendment, Modification, Etc. Bank and Holding Company, by mutual consent of their respective Boards of Directors, to the extent permitted by law, may amend,

modify, supplement and interpret this Agreement in such manner as may be mutually agreed upon by them in writing at any time before the Merger Effective Date or after adoption thereof by shareholders of Bank; provided, however, that no such amendment, modification or supplement shall change any principal term hereof or the number or kind of shares to be issued by Holding Company in exchange for each share of Bank, except by the affirmative action of such shareholders as required by law.

- 7.2 **Counterparts.** This Agreement may be executed in one or more counterparts.
- 7.3 Governing Laws. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida and the performance of the parties hereto and their respective duties and obligations hereunder shall be governed by such laws except as required by applicable provisions of federal law.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in counterparts by their duly authorized officers as of the date first above written, pursuant to a resolution of its board of directors, acting by a majority.

By:	IFB BANCORP, INC.
•	Jose E. Cueto
By:	President and Chief Executive Officer
	Alejandro Safie
	Secretary
	INTERNATIONAL FINANCE BANK
D	V>
Ву:	
	Jose E. Cueto
	President and Chief Executive Officer
Ву:	Alejandro Safie
	Secretary

Exhibit 1
Directors of the Resulting Bank

Name	Address
Walter L. Revell	c/o International Finance Bank, 777 S.W. 37th
	Avenue, Suite 700, Miami, Florida 33135
Jose E. Cueto	c/o International Finance Bank, 777 S.W. 37 <sup>th</sup>
	Avenue, Suite 700, Miami, Florida 33135
John McGuire	c/o International Finance Bank, 777 S.W. 37th
	Avenue, Suite 700, Miami, Florida 33135
Hector L. Rivera	c/o International Finance Bank, 777 S.W. 37th
	Avenue, Suite 700, Miami, Florida 33135
Vincent A. Tria, Jr.	c/o International Finance Bank, 777 S.W. 37 <sup>th</sup>
	Avenue, Suite 700, Miami, Florida 33135
Carlos Singer	c/o International Finance Bank, 777 S.W. 37th
	Avenue, Suite 700, Miami, Florida 33135

Exhibit 2
Executive Officers of the Resulting Bank

Name	Address
Jose E. Cueto, President and Chief Executive	c/o International Finance Bank, 777 S.W. 37th
Officer	Avenue, Suite 700, Miami, Florida 33135
Alejandro Safie, Executive Vice President,	c/o International Finance Bank, 777 S.W. 37th
Chief Financial Officer and Secretary	Avenue, Suite 700, Miami, Florida 33135
Obdulio Piedra, Executive Vice President.	c/o International Finance Bank, 777 S.W. 37th
Business Development	Avenue, Suite 700, Miami, Florida 33135
Edith Muñoz. Senior Vice President, Human	c/o International Finance Bank, 777 S.W. 37th
Resources Manager	Avenue, Suite 700, Miami, Florida 33135
Maria DeWitt, Senior Vice President, Chief	c/o International Finance Bank, 777 S.W. 37th
Compliance Officer	Avenue, Suite 700, Miami, Florida 33135
Orlando Collazo, Senior Vice President, Chief	c/o International Finance Bank, 777 S.W. 37th
Credit Officer	Avenue, Suite 700, Miami, Florida 33135
Richard Ferranti, Senior Vice President, Chief	c/o International Finance Bank, 777 S.W. 37th
Operations Officer	Avenue, Suite 700, Miami, Florida 33135
Andrew Yanez, Senior Vice President, Chief	c/o International Finance Bank, 777 S.W. 37 <sup>th</sup>
Lending Officer	Avenue, Suite 700, Miami, Florida 33135

Exhibit 3
Offices of the Resulting Bank

Name	Location
Headquarters	777 S.W. 37th Avenue, Suite 700
	Miami, Florida 33135
Brickell Banking Center	917 Brickell Avenue
_	Miami, Florida 33131
Douglas Banking Center	777 S.W. 37 <sup>th</sup> Avenue
	Miami, Florida 33135
New York Banking Center	623 Fifth Avenue, 15th Floor
	New York, New York 10022
Tampa Loan Production Office	2202 North Westshore Blvd. Suite 200
	Tampa, Florida, 33607

# AMENDMENT TO PLAN OF REORGANIZATION AND AGREEMENT OF MERGER

This Amendment (the "Amendment") to the Plan of Reorganization and Agreement of Merger, dated as of June 10, 2019 (the "Merger Agreement"), by and among International Finance Bank, a Florida state-chartered commercial bank with its principal place of business located at 777 S.W. 37<sup>th</sup> Avenue, Suite 700, Miami, Florida 33135 (the "Bank") and IFB Bancorp, Inc., a Maryland corporation (the "Holding Company"), is made as of the 15<sup>th</sup> day of July, 2020 by and among the Bank and the Holding Company. Capitalized terms used but not specifically defined herein shall have the meaning ascribed to such terms in the Merger Agreement.

### RECITALS

WHEREAS, the Bank and the Holding Company have entered into the Merger Agreement;

WHEREAS, the Bank and the Holding Company each desire to amend the Merger Agreement to change the list of directors and officers of the Resulting Bank identified on Exhibit 1 and Exhibit 2, respectively, to the Merger Agreement; and

WHEREAS, in accordance with Section 7.1 of the Merger Agreement, the Boards of Directors of the Bank and the Holding Company have approved this Amendment and authorized its execution.

NOW, THEREFORE, in consideration of their mutual promises and obligations, the parties hereto, intending to be legally bound, adopt and make this Amendment and prescribe the terms and conditions hereof and the manner and basis of carrying the Amendment into effect, as follows:

1. Amendment to <u>Exhibit 1</u> to the Merger Agreement. <u>Exhibit 1</u> to the Merger Agreement is hereby amended by deleting <u>Exhibit 1</u> to the Merger Agreement in its entirety and substituting the following in lieu thereof:

### Directors of the Resulting Bank

Name Name	Address
Walter L. Revell	c/o International Finance Bank, 777 S.W. 37th
	Avenue, Suite 700, Miami, Florida 33135
Jose E. Cueto	c/o International Finance Bank, 777 S.W. 37th
	Avenue, Suite 700, Miami, Florida 33135
John McGuire	c/o International Finance Bank, 777 S.W. 37th
	Avenue, Suite 700, Miami, Florida 33135
Hector L. Rivera	c/o International Finance Bank, 777 S.W. 37th
	Avenue, Suite 700, Miami, Florida 33135

Carlos Singer	c/o International Finance Bank, 777 S.W. 37th
	Avenue, Suite 700, Miami, Florida 33135

2. Amendment to Exhibit 2 to the Merger Agreement. Exhibit 2 to the Merger Agreement is hereby amended by deleting Exhibit 2 to the Merger Agreement in its entirety and substituting the following in lieu thereof:

### Executive Officers of the Resulting Bank

Name	Address
Jose E. Cueto, President and Chief Executive	c/o International Finance Bank, 777 S.W. 37th
Officer	Avenue, Suite 700, Miami, Florida 33135
Sonia Canessa-Gonzalez, Executive Vice	c/o International Finance Bank, 777 S.W. 37th
President, Chief Financial Officer and	Avenue, Suite 700, Miami, Florida 33135
Secretary	
Obdulio Piedra, Executive Vice President,	c/o International Finance Bank, 777 S.W. 37th
Business Development	Avenue, Suite 700, Miami, Florida 33135
Edith Muñoz, Senior Vice President, Human	c/o International Finance Bank, 777 S.W. 37th
Resources Manager	Avenue, Suite 700, Miami, Florida 33135
Maria DeWitt, Senior Vice President, Chief	c/o International Finance Bank, 777 S.W. 37th
Compliance Officer	Avenue, Suite 700, Miami, Florida 33135
Peter Quevedo, Senior Vice President, Chief	c/o International Finance Bank, 777 S.W. 37th
Credit Officer	Avenue, Suite 700, Miami, Florida 33135
Richard Ferranti, Senior Vice President, Chief	c/o International Finance Bank, 777 S.W. 37th
Operations Officer	Avenue, Suite 700, Miami, Florida 33135
Andrew Yanez, Senior Vice President, Chief	c/o International Finance Bank, 777 S.W. 37 <sup>th</sup>
Lending Officer	Avenue, Suite 700, Miami, Florida 33135

- 3. Counterparts. This Amendment may be executed in one or more counterparts.
- 4. Governing Laws. This Amendment shall be governed by and construed in accordance with the laws of the State of Florida and the performance of the parties hereto and their respective duties and obligations hereunder shall be governed by such laws except as required by applicable provisions of federal law.

[Signature page follows]

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be executed in counterparts by their duly authorized officers as of the date first above written, pursuant to a resolution of its board of directors, acting by a majority.

By:

Jose E Queto

President and Chief Executive Officer

By:

Socia Canessa-Gonzalez

Secretary

INTERNATIONAL FINANCE BANK

By:

Jose E. Cueto

President and Chief Executive Officer

By:

Sonia Canessa-Gonzalez

Secretary

#### INTERNATIONAL FINANCE BANK

#### CERTIFICATE OF SECRETARY

- I, Sonia Canessa-Gonzalez, Secretary of International Finance Bank, a Florida state-chartered commercial bank ("IFB"), hereby certify that:
- 1. Attached hereto as Exhibit A is a true and complete copy of the Certificate and Report of Inspector of Elections for the Special Meeting of Shareholder of IFB held on June 27, 2019, certifying that the shareholders have voted to approve the Plan of Reorganization and Agreement of Merger, dated as of June 10, 2019 (the "Merger Agreement"), between IFB and IFB Bancorp, Inc., and the transactions contemplated by that agreement, including the reorganization of IFB into the holding company form of organization (the "Merger").
- 2. As of the date hereof, IFB has not received a written notice from any shareholder that such shareholder dissents from the Merger Agreement and Merger.
- 3. Mr. Vincent A. Tria, Jr., who served as a director of IFB and IFB Bancorp, Inc. and was listed in the Merger Agreement provided to the Florida Office of Financial Regulation, has stepped down as a director of IFB and IFB Bancorp, Inc.

IN WITNESS WHEREOF, the undersigned has executed this Certificate of Secretary as of the 15<sup>th</sup> day of July, 2020.

Sonia Canessa-Gonzalez

Secretary

## <u>Exhibit A</u> Certificate and Report of Inspector of Elections

(See attached.)

### CERTIFICATE AND REPORT OF INSPECTOR OF ELECTION

### For the Special Meeting of Shareholders of International Finance Bank June 27, 2019

The undersigned, being the duly appointed Inspector of Election for the Special Meeting of Shareholders ("Special Meeting") of International Finance Bank (the "Bank"), reports as follows:

- The Special Meeting was held at 10:00 a.m., Eastern Time, on June 27, 2019 at the Bank's headquarters, which are located at 777 S.W. 37<sup>th</sup> Avenue, Suite 700, Miami, Florida 33135, pursuant to due notice.
- 2. The number of shares of Bank Common Stock that were issued and outstanding on June 5, 2019, the record date established by the Bank's Board of Directors for determining the shareholders entitled to vote at the Special Meeting, and therefore the number of shares entitled to vote at the Special Meeting, was:

Name of Class	
Common Stock	

Number of Shares 3,613,592

- 3. There were present at the Special Meeting, in person or by proxy, shareholders holding 3,345,529 shares of Bank Common Stock, representing 92.58% of the total number of shares outstanding and entitled to vote at the Special Meeting, which constitutes a quorum.
- 4. I received and tabulated the votes of the shareholders at the Special Meeting.
- 5. At the Special Meeting, a vote was taken on the following proposal, the results of which are outlined below:

Proposal	For	Against	Abstain
To approve a Plan of Reorganization and Agreement of Merger dated as of June 10, 2019, between the Bank and IFB Bancorp, Inc., and the transactions contemplated by that agreement, including the reorganization of the Bank into the holding company form of organization.	3,256,604	88,925	268,063

That the proposal listed above received the affirmative vote of holders of at least a <u>majority</u> of the votes cast by shareholders at the Special Meeting, and as a result, has been adopted by the Shareholders of the Bank. Abstentions were not counted as votes cast and, therefore, had the same effect as a vote Against this proposal.

### CERTIFICATE AND REPORT OF INSPECTOR OF ELECTION For the Special Meeting of Shareholders of International Finance Bank June 27, 2019

Dated: June 27, 2019 Miana, Florida

Alejandro Safie

Inspector of Election

### INTERNATIONAL FINANCE BANK

### **CERTIFICATE OF SECRETARY**

- I, Sonia Canessa-Gonzalez, Secretary of International Finance Bank, a Florida state-chartered commercial bank ("IFB"), hereby certify that:
- 1. Attached hereto as Exhibit A is a true and complete copy of the Certificate and Report of Inspector of Elections for the Special Meeting of Shareholder of IFB held on June 27, 2019, certifying that the shareholders have voted to approve the Plan of Reorganization and Agreement of Merger, dated as of June 10, 2019 (the "Merger Agreement"), between IFB and IFB Bancorp, Inc., and the transactions contemplated by that agreement, including the reorganization of IFB into the holding company form of organization (the "Merger").
- 2. As of the date hereof, IFB has not received a written notice from any shareholder that such shareholder dissents from the Merger Agreement and Merger.
- 3. Mr. Vincent A. Tria, Jr., who served as a director of IFB and IFB Bancorp, Inc. and was listed in the Merger Agreement provided to the Florida Office of Financial Regulation, has stepped down as a director of IFB and IFB Bancorp, Inc.

IN WITNESS WHEREOF, the undersigned has executed this Certificate of Secretary as of the 15<sup>th</sup> day of July, 2020.

Sonia Canessa-Gonzalez

Secretary



WHEREAS, Section 655.412, and 658.42, Florida Statutes, provides for the merger and consolidation of financial institutions; and

WHEREAS, the Office of Financial Regulation ("Office") is satisfied that the terms of the Agreement and Plan of Merger between the financial institutions described below comply with the Florida Statutes, and that the other regulatory conditions of the Office have been met,

NOW, THEREFORE, I, Jeremy W. Smith, Director of the Division of Financial Institutions,
Office of Financial Regulation, does hereby issue this Certificate authorizing consummation of
the merger and consolidation of the following constituent financial institutions:

IFB Interim Bank, Miami, Miami-Dade County, Florida

Charter #1229

International Finance Bank, Miami, Miami-Dade County, Florida

Charter #859

under the charter of:

IFB Interim Bank

under the title of:

International Finance Bank

under State Charter No: 1229

And, the Office further authorizes IFB Interim Bank with the title of International Finance Bank to continue the transaction of a general banking business with main offices at 777 S.W. 37th Avenue, Suite 700, Miami, Miami-Dade County, Florida, and with branch offices as authorized by law. On the effective date of merger, 11:59 p.m., eastern daylight time on July 31, 2020, the charter (#859) and franchise of International Finance Bank shall be deemed terminated and surrendered.



Signed and Sealed this 30th day of July 2020.

Jeremy W. Smith, Director Division of Financial Institutions WINDER REPORTED BETTE TO THE TOTAL SECTION OF THE S

FINANCIAL REGULATION

Having been approved by the Office of Financial Regulation on September 10, 2019, to merge International Finance Bank of Florida, Miami, Miami-Dade County, Florida, with and into IFB Interim Bank (a successor institution), Miami, Miami-Dade County, Florida, and being satisfied that the conditions of approval have been met, I hereby approve for filing with the Department of State, the attached "Plan of Reorganization and Agreement of Merger", and Article of Incorporation for IFB Interim Bank so that effective at 11:59 p.m., eastern daylight time on July 31, 2020, they shall read as stated herein.

Signed on this <u>30th</u> day of July 2020.

Jeremy W. Smith, Director, Division of Financial Institutions