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(Business Entity Name)

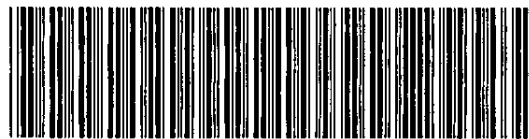
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14 JAN 16 AM 11:00  
SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

**SMITH MACKINNON, PA**

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JOHN P. GREELEY

January 15, 2014

***Via Federal Express***

Ms. Brenda Tadlock  
Department of State  
Division of Corporations  
Clifton Building  
2661 Executive Center Circle  
Tallahassee, FL 32301

Re: CenterState Banks, Inc.

Dear Brenda:

Enclosed are the following documents relating to the above-referenced corporation:

1. Original Articles of Merger (and two photocopies) for the merger of Gulfstream Bancshares, Inc. with and into CenterState Banks, Inc.;
2. Original Articles of Merger (and two photocopies) for the merger of Gulfstream Business Bank with and into CenterState Bank of Florida, N.A.; and
3. A check in the amount of \$175.00 (\$70.00 for filing of each of the two Articles of Merger and \$35.00 for four certified copies of the Articles of Merger).

Please file the enclosed Articles of Merger as soon as possible and return to us two certified copies of each of the Articles of Merger. If you have any questions regarding the enclosed, please call me. As always, we appreciate your assistance.

Very truly yours,

  
John P. Greeley

JPG:erw  
Enclosures  
Copy to:

Ernest S. Pinner  
Chairman, President and Chief Executive Officer  
CenterState Banks, Inc.

FILED  
14 JAN 16 AM 11:00  
SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

**ARTICLES OF MERGER  
OF  
GULFSTREAM BUSINESS BANK - 999 -  
INTO  
CENTERSTATE BANK OF FLORIDA, N.A**

**FILED**  
14 JAN 16 AM 11:00  
SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

Pursuant to the provisions of the Florida Business Corporation Act (the "Act"), CenterState Bank of Florida, N.A., a national banking association, and Gulfstream Business Bank, a Florida banking corporation, do hereby adopt the following Articles of Merger:

**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. and Gulfstream Business Bank. 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 Gulfstream Business Bank dated as of July 29, 2013 (the "Merger Agreement"). A copy of the Merger Agreement is attached hereto and made a part hereof by reference as if fully set forth herein.

**THIRD:** The Merger shall become effective at 12:02 a.m., Winter Haven, Florida time, on January 17, 2014 in accordance with the provisions of the Act.

**FOURTH:** The Merger Agreement was adopted by the sole shareholder of Gulfstream Business Bank pursuant to the applicable provisions of the Act and the Florida Financial Institutions Codes on January 15, 2014. The Merger Agreement was adopted by the sole shareholders of CenterState Bank of Florida, N.A. on July 29, 2013.

**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 Gulfstream Business Bank.

**SEVENTH:** CenterState Bank of Florida, N.A. has agreed to promptly pay to the dissenting shareholders of Gulfstream Business 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 effective as of January 15, 2014.

**CENTERSTATE BANK OF FLORIDA, N.A.**

**GULFSTREAM BUSINESS BANK**

By: 

John C. Corbett  
President and Chief Executive Officer

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

John E. Tranter  
Chairman and Chief Executive Officer

FILED  
14 JAN 16 AM 11:00  
SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

IN WITNESS WHEREOF, the parties have caused these Articles of Merger to be executed effective as of January 15, 2014.

**CENTERSTATE BANK OF FLORIDA, N.A.**

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

**GULFSTREAM BUSINESS BANK**

By: \_\_\_\_\_  
John E. Tranter  
Vice-Chairman and  
Chief Executive Officer

FILED  
14 JAN 16 AM 11:00  
SECRETARY OF STATE  
TALLAHASSEE, FL 32304

**PLAN OF MERGER AND MERGER AGREEMENT**

**GULFSTREAM BUSINESS BANK  
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")**

**FILED**  
**14 JAN 16 AM 11:00**  
**SECRETARY OF STATE**  
**TALLAHASSEE, FLORIDA**

THIS AGREEMENT is made this 29<sup>th</sup> day of July, 2013, 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; and Gulfstream Business Bank (hereinafter referred to as "Gulfstream Business Bank" and, together with CenterState Bank of Florida, N.A., the "Banks"), a Florida banking corporation, with its main office located at 2400 SE Monterey Road, Suite 100, Stuart, Florida 34996-3351.

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 Gulfstream Business 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 Gulfstream Bancshares, Inc., which owns all of the outstanding shares of Gulfstream Business Bank, have entered into an Agreement and Plan of Merger (the "Plan of Merger") which, among other things, contemplates the merger of Gulfstream Bancshares, 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 Gulfstream Business 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, Gulfstream Business 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 Gulfstream Business 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 Gulfstream Business 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 Gulfstream Business 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 of Gulfstream Business 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 Gulfstream Business 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 Gulfstream Business Bank at the time the Merger becomes effective.

## SECTION 7

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

Outstanding certificates representing shares of the common stock of Gulfstream Business 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 and two former directors of Gulfstream Business Bank as determined by Gulfstream Business Bank and reasonably acceptable to CenterState Bank of Florida, N.A., 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 and John E. Tranter, who 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 Gulfstream Bancshares, Inc., which owns all of the outstanding shares of Gulfstream Business 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.

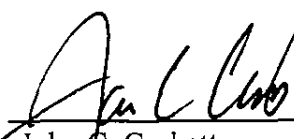
This Agreement will be binding upon, inure to the benefit of, and be enforceable by, the Banks' respective successors and permitted assigns.

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.

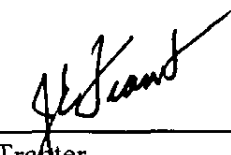
This Agreement may be executed in counterparts (including by facsimile or optically-scanned electronic mail attachment), each of which shall be deemed to be original, but all of which together shall constitute one and the same instrument.

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.

**CENTERSTATE BANK OF FLORIDA, N.A.**

By:   
John C. Corbett  
As its: President and Chief Executive Officer

**GULFSTREAM BUSINESS BANK**

By:   
John E. Tranter  
As its: Chairman 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, FL 33880

#### **Branch Offices:**

3670 Havendale Boulevard  
Auburndale, Florida 33823

102 West Robertson Street  
Brandon, Florida 33511

1375 North Broadway  
Bartow, Florida 33831

10990 U.S. Highway 441 Southeast  
Bellevue, Florida 34420

12435 Cortez Boulevard  
Brooksville, Florida 34613

114 Belt Drive  
Bushnell, Florida 33513

1051 East Highway 50  
Clermont, Florida 34711

205 South W.C. Owen Avenue  
Clewiston, Florida 33440

500 N. Summit Street  
Crescent City, Florida 32112

1205 East Fifth Street  
Crystal River, Florida 34429

14045 Seventh Street  
Dade City, Florida 33525

100 East Polo Park  
Davenport, Florida 33837

42725 Highway 27  
Davenport, Florida 33837

909 SE 5<sup>th</sup> Avenue  
Delray Beach, Florida 33483

1 Eastgate Square  
East Palatka, Florida 32131

15830 U.S. Hwy 441  
Eustis, Florida 32726

4150 Okeechobee Road  
Ft. Pierce, Florida 34947

1105 W. Broad Street  
Groveland, Florida 34736

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

1120 S.R. 20  
Interlachen, Florida 32148

151 East Highland Boulevard  
Inverness, Florida 34452

1234 King Street  
Jacksonville, Florida 32204

2922 Corinthian Avenue  
Jacksonville, Florida 32210

7077 Bonneval Road  
Jacksonville, Florida 32216

250 Central Blvd., Suite 106  
Jupiter, Florida 33458

920 N. John Young Parkway  
Kissimmee, Florida 34741

45 Bridge Street  
Labelle, Florida 33935

13891 U.S. 441, North  
Lady Lake, Florida 32159

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

151256 Fishhawk Boulevard  
Lithia, Florida 33547

763 East 3<sup>rd</sup> Avenue  
New Smyrna Beach, Florida 32169

406 East Silver Springs Boulevard  
Ocala, Florida 34470

7755 S.W. 65<sup>th</sup> Avenue  
Ocala, Florida 34476

811 N.E. 36<sup>th</sup> Avenue  
Ocala, Florida 34470

60 S.W. 17<sup>th</sup> Street  
Ocala, Florida 34471

4905 N.W. Blichton Road  
Ocala, Florida 34482

2100 S. Parrott Avenue  
Okeechobee, Florida 34974

2690 Enterprise Road  
Orange City, Florida 32763

12285 S. Orange Blossom Trail  
Orlando, Florida 32837

305 South Wheeler Street  
Plant City, Florida 33563

850 Cypress Parkway  
Poinciana, Florida 34759

3880 South Nova Road  
Port Orange, Florida 32127

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

2801 Thirteenth Street  
St. Cloud, Florida 34769

10101 Bloomingdale Avenue  
Riverview, Florida 33578

420 West First Street  
Sanford, Florida 32771

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

2500 S.E. Monterey Road, Suite 100  
Stuart, Florida 34996

1815 State Road 60 East  
Valrico, Florida 33594

855 21<sup>st</sup> 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