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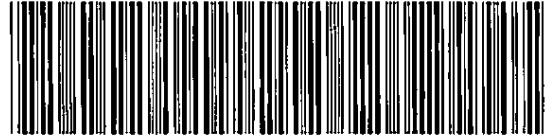
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Merger
3/26/19

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**ARTICLES OF MERGER
OF
NATIONAL COMMERCE CORPORATION
WITH AND INTO
CENTERSTATE BANK CORPORATION**

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Pursuant to the provisions of the Florida Business Corporation Act, National Commerce Corporation and CenterState Bank Corporation do hereby adopt the following Articles of Merger for the purpose of merging National Commerce Corporation with and into CenterState Bank Corporation.

FIRST: The names of the corporations which are parties to the merger (the "Merger") contemplated by these Articles of Merger are National Commerce Corporation, a Delaware corporation, and CenterState Bank Corporation, a Florida corporation. The surviving corporation in the Merger is CenterState Bank Corporation, which shall continue to conduct its business following effectiveness of the Merger under the name "CenterState Bank Corporation."

SECOND: The Plan of Merger is set forth in the Plan of Merger, dated as of November 23, 2018, by and between CenterState Bank Corporation and National Commerce Corporation (the "Plan of Merger"). A copy of the Plan of Merger 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 12:01 a.m., Eastern Time, on April 1, 2019.

FOURTH: The Plan of Merger was adopted by the stockholders of National Commerce Corporation on March 7, 2019. The Plan of Merger was adopted by the shareholders of CenterState Bank Corporation on March 7, 2019.

FIFTH: The Articles of Incorporation of CenterState Bank Corporation shall serve as the Articles of Incorporation of the surviving corporation, until amended thereafter in accordance with applicable law.

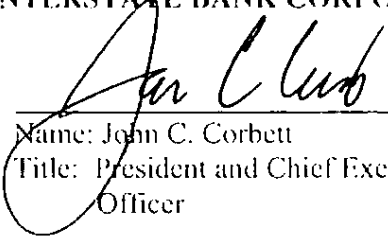
[Signature page follows]

IN WITNESS WHEREOF, the parties have caused these Articles of Merger to be executed as of March 26, 2019.

NATIONAL COMMERCE CORPORATION

By: _____
Name: Richard Murray, IV
Title: Chairman and Chief Executive Officer

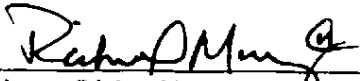
CENTERSTATE BANK CORPORATION

By:  _____
Name: John C. Corbett
Title: President and Chief Executive Officer

IN WITNESS WHEREOF, the parties have caused these Articles of Merger to be executed as of March 26, 2019.

NATIONAL COMMERCE CORPORATION

CENTERSTATE BANK CORPORATION

By: 
Name: Richard Murray, IV
Title: Chairman and Chief Executive Officer

By: _____
Name: _____
Title: _____

EXHIBIT A

PLAN OF MERGER NATIONAL COMMERCE CORPORATION with and into CENTERSTATE BANK CORPORATION

Pursuant to this Plan of Merger dated as of November 23, 2018, National Commerce Corporation, a Delaware corporation ("NCC"), shall be merged with and into CenterState Bank Corporation, a Florida corporation ("CenterState").

SECTION 1 DEFINITIONS

1.1 Effective Time. "*Effective Time*" shall mean the date and time on which the Merger contemplated by this Plan of Merger becomes effective pursuant to the laws of the States of Florida and Delaware, as determined in accordance with Section 2.2 of this Plan of Merger.

1.2 Merger. "*Merger*" shall refer to the merger of NCC with and into CenterState, as provided in Section 2.1 of this Plan of Merger.

SECTION 2 TERMS OF MERGER

2.1 Merger. Subject to the terms and conditions set forth in this Plan of Merger, at the Effective Time, NCC shall be merged with and into CenterState in accordance with the Florida Business Corporation Act and the Delaware General Corporation Law. CenterState shall be the surviving corporation resulting from the Merger (the "*Surviving Corporation*") and shall continue to exist and to be governed by the laws of the State of Florida under the corporate name "CenterState Bank Corporation." The Surviving Corporation shall assume all of the liabilities of NCC.

2.2 Effective Time. The Merger contemplated by this Plan of Merger shall be effective at the later of (i) the latest effective date and time of filing of the (A) Articles of Merger filed with the Secretary of State of Florida and (B) the Certificate of Merger filed with the Division of Corporations in the Department of State of Delaware, or (ii) the date and time set forth in the Articles of Merger filed with the Secretary of State of Florida and the Certificate of Merger filed with the Division of Corporations in the Department of State of Delaware.

2.3 Articles of Incorporation and Bylaws. At the Effective Time, the articles of incorporation of CenterState in effect immediately prior to the Effective Time shall be the articles of incorporation of the Surviving Corporation until thereafter amended in accordance with applicable law. The amended and restated bylaws of CenterState in effect immediately prior to the Effective Time shall be the amended and restated bylaws of the Surviving Corporation until thereafter amended in accordance with applicable law and the terms of such amended and restated bylaws.

2.4 Board of Directors. Effective as of the Effective Time the then-current directors of CenterState (the "*CenterState Continuing Directors*") shall continue in office and serve as directors of the Surviving Corporation until their successors shall have been duly elected and qualified. Prior to the Effective Time, the CenterState Continuing Directors shall take all actions necessary to appoint (effective as of the Effective Time)

three (3) of the directors of NCC as of immediately before the Effective Time to serve as directors of the Surviving Corporation.

2.5 Officers. Effective as of the Effective Time, the officers of the Surviving Corporation shall be as set forth on Exhibit A to this Plan of Merger.

SECTION 3 MANNER OF CONVERTING SHARES

Each share of CenterState common stock that is issued and outstanding immediately prior to the Effective Time shall remain outstanding following the Effective Time and shall be unchanged by the Merger.

Each share of common stock of NCC owned directly by CenterState, NCC or any of their respective subsidiaries (other than shares in trust accounts, managed accounts and the like for the benefit of customers or shares held as collateral for outstanding debt previously contracted) immediately prior to the Effective Time shall be cancelled and retired at the Effective Time without any conversion thereof, and no payment shall be made with respect thereto.

Each share of common stock of NCC issued and outstanding immediately prior to the Effective Time (other than shares described in the immediately preceding paragraph), shall be converted into the right to receive 1.65 shares (the "*Exchange Ratio*") of CenterState common stock (the "*Merger Consideration*") and cash in lieu of any fractional shares. CenterState shall pay or cause to be paid to each holder of a fractional share of CenterState common stock, rounded to the nearest one-hundredth of a share, an amount of cash (without interest and rounded to the nearest whole cent) determined by multiplying the fractional share interest in CenterState common stock to which such holder would otherwise be entitled by the average closing price of CenterState common stock as reported on the NASDAQ Stock Market for the twenty (20) consecutive trading days ending on the trading day immediately prior to the later of (i) the day on which the last required regulatory approval for consummation of the Merger is obtained without regard to any requisite waiting period, or (ii) the date on which NCC stockholders approve the Merger (the "*CenterState Average Stock Price*").

If the number of shares of CenterState common stock or NCC common stock issued and outstanding prior to the Effective Time shall be increased or decreased as a result of a stock split, stock combination, stock dividend, recapitalization or similar transaction, with respect to such stock, and the record date therefor shall be prior to the Effective Time, the Merger Consideration shall be proportionately adjusted as necessary to preserve the relative economic benefit to CenterState and NCC.

SECTION 4 STOCK-BASED AWARDS

Each valid option to purchase shares of NCC common stock pursuant to the NCC equity plans (each an "*NCC Stock Option*"), outstanding and unexercised immediately prior to the Effective Time, shall, by virtue of the Merger, be assumed by CenterState, and automatically and without any action on the part of the holder thereof, be converted into an option to purchase that number of shares of CenterState common stock as shall equal the product obtained by multiplying the Exchange Ratio by that number of shares of NCC common stock which such NCC Stock Option entitled the holder thereof to purchase (rounded to the nearest whole share), and at an exercise price equal to the quotient obtained by dividing the exercise price per share of the NCC Stock Option by the Exchange Ratio (rounded to the nearest cent); *provided, however*, that in the event that the Merger Consideration is modified as a result of the application of the last paragraph of Section 3 or otherwise, then the

Exchange Ratio shall be appropriately adjusted in order to reflect the impact of such modification to the Merger Consideration.

Each outstanding and unexercised warrant to purchase NCC common stock immediately prior to the Effective Time (each, an “*NCC Warrant*”) shall, by virtue of the Merger, be assumed by CenterState, and automatically and without any action on the part of the holder thereof, cease to represent a right to purchase shares of NCC common stock and shall be converted into a right to purchase that number of shares of CenterState common stock as shall equal the product obtained by multiplying the Exchange Ratio by that number of shares of NCC common stock which such NCC Warrant entitled the holder thereof to purchase (rounded to the nearest whole share), and at an exercise price equal to the quotient obtained by dividing the exercise price per share of the NCC Warrant by the Exchange Ratio (rounded to the nearest cent); *provided, however*, that in the event that the Merger Consideration is modified as a result of the application of the last paragraph of Section 3 or otherwise, then the Exchange Ratio shall be appropriately adjusted in order to reflect the impact of such modification to the Merger Consideration.

At the Effective Time, the deferrals of NCC common stock representing equity awards and director fees credited to participant accounts under the National Commerce Corporation Deferral of Compensation Plan (the “*NCC Deferred Shares*”) shall be converted into the right to receive, within ten (10) days following the Effective Time, the Merger Consideration in respect of each such NCC Deferred Share, subject to applicable tax withholding.

All outstanding performance share awards with respect to shares of NCC common stock for the four-year performance period ending on December 31, 2018 (the “*2015 Performance Share Awards*”) shall, in accordance with the applicable NCC equity plan and award agreements, vest and be issued by NCC as soon as reasonably practicable after the following dates: (A) for time-based awards, December 31, 2018, and (B) for performance-based awards, the date of certification by the Compensation Committee of the NCC board of directors and confirmation by NCC’s independent public accountants, of the extent to which the performance criteria underlying such awards have been achieved, in accordance with the applicable award agreements, and in no event later than March 15, 2019. Such shares, to the extent that they become NCC Deferred Shares, shall be entitled to receive the Merger Consideration in accordance with the preceding paragraph, and to the extent they are instead issued as shares of NCC common stock and do not become NCC Deferred Shares, shall be included in the NCC common stock issued and outstanding immediately prior to the Effective Time and shall be entitled to receive the Merger Consideration in accordance with Section 3. In the event that the Effective Time takes place prior to the certification described above, such 2015 Performance Share Awards shall be treated in a manner identical to the 2016-2018 Performance Share Awards, as described below.

Immediately prior to the Effective Time, the outstanding performance share awards with respect to shares of NCC common stock for the four-year performance periods ending on December 31, 2019, 2020 and 2021, all of which are to be measured over a performance period that will not be completed prior to the Effective Time (the “*2016-2018 Performance Share Awards*”), shall vest as specified in the applicable award agreements (it being understood that the determination of the number of performance shares earned under the applicable award agreements, and the extent to which the performance goals have been achieved for the partial performance period, shall be conclusively determined, in good faith, by the Compensation Committee of the NCC board of directors, in accordance with the change in control provisions in the applicable NCC equity plans and award agreements, as soon as reasonably practicable prior to the Closing, which determination shall be final and binding on the Parties). Each of the 2016-2018 Performance Share Awards shall be cancelled at the Effective Time in exchange for the right to receive, within ten (10) days following the Effective Time, the Merger Consideration in respect of each share of NCC common stock underlying such 2016-2018 Performance Share Awards as determined pursuant to this Section, subject to applicable tax withholding.

SECTION 5
MISCELLANEOUS

5.1 Further Assurances. Each party to this Plan of Merger agrees to do such things as may be reasonably requested by the other party in order to more effectively consummate or document the transactions contemplated by this Plan of Merger.

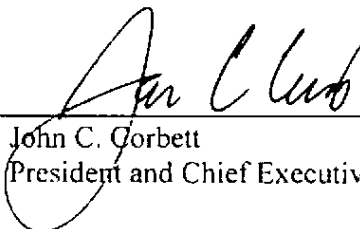
[Signature page follows]

IN WITNESS WHEREOF, the undersigned corporations have caused this Plan of Merger to be executed by their duly authorized officers as of the date first above written.

NATIONAL COMMERCE CORPORATION

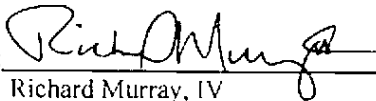
By: _____
Richard Murray, IV
Chairman and Chief Executive Officer

CENTERSTATE BANK CORPORATION

By:  _____
John C. Gorbett
President and Chief Executive Officer

IN WITNESS WHEREOF, the undersigned corporations have caused this Plan of Merger to be executed by their duly authorized officers as of the date first above written.

NATIONAL COMMERCE CORPORATION

By: 
Richard Murray, IV
Chairman and Chief Executive Officer

CENTERSTATE BANK CORPORATION

By: _____
John C. Corbett
President and Chief Executive Officer

Exhibit A

Officers

John C. Corbett	President and Chief Executive Officer
William E. Matthews, V	Chief Financial Officer
Stephen D. Young	Chief Operating Officer
Jennifer L. Idell	Chief Administrative Officer
Daniel Bockhorst	Chief Credit Officer
Beth S. DeSimone	Chief Risk Officer and General Counsel