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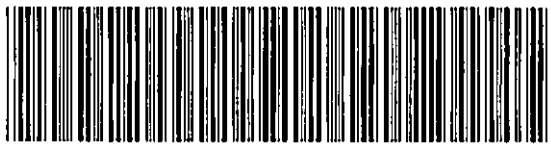

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SECRETARY OF STATE
TALLAHASSEE, FLORIDA

APR 12 2022

D CONNELL

Commissioner Russell C. Weigel, III

April 11, 2021

VIA INTEROFFICE MAIL

Diane Cushing
Administrator
Amendment Section

or
Darlene Connell
Supervisor
Division of Corporations
Post Office Box 6327
Tallahassee, Florida 32314-6327

Dear Diane or Darlene:

Please file the enclosed documents in the following sequence, using the effective dates and times as stated (see documents for reference):

- File Restated Articles of Incorporation of Citizens Bank of Florida., **effective 9:57pm Eastern Time on April 13, 2022;**

- File Restated Articles of Incorporation of Citizens Bancorp of Oviedo, Inc. **effective 9:58pm Eastern Time on April 13, 2022;**

- File Articles of Merger of CBO Successor Bank with and into Citizens Bank of Florida, **effective 9:59pm Eastern Time on April 13, 2022**

- File Articles of Merger of Citizens Bank of Florida with and into Fairwinds Credit Union, **effective 10:00pm Eastern Time on April 13, 2022**

Enclosed is a check payable to the Florida Division of Corporations representing payment for the filing fees for the enclosed documents and two certified copies.

Check Nos.	Amount
# 24823	$280.00

The distribution of the certified copies should be as follows:

(1) One copy to: Mr. John P. Greeley
Smith Mackinnon, PA

301 East Pine Street, Suite 750
Orlando, Florida 32801

(2) One copy to: Office of Financial Regulation
Division of Financial Institutions
200 East Gaines Street
Tallahassee, Florida 32399-0371

If you have any questions, please do not hesitate to me at (850) 410-9513.

Sincerely,

Jason M. Guevara
Financial Administrator
Division of Financial Institutions

FILED
2022 APR 11 PM 1:23
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

ARTICLES OF MERGER
OF
CITIZENS BANK OF FLORIDA
WITH AND INTO
FAIRWINDS CREDIT UNION

Pursuant to the provisions of the Florida Financial Institutions Codes (the "Codes"), the Florida Business Corporation Act (the "Act") and other applicable law, Fairwinds Credit Union, a Florida chartered credit union organized pursuant to the Codes and Citizens Bank of Florida, a Florida banking corporation, do hereby adopt the following Articles of Merger for the purpose of merging Citizens Bank of Florida with and into Fairwinds Credit Union:

FIRST: The names of the parties to the merger contemplated by these Articles of Merger (the "Merger") are Fairwinds Credit Union and Citizens Bank of Florida. The surviving party in the Merger is Fairwinds Credit Union.

SECOND: The Plan of Merger is set forth in the Agreement and Plan of Merger by and among Fairwinds Credit Union, Citizens Bancorp of Oviedo, Inc., and Citizens Bank of Florida dated as of August 19, 2021 (the "Merger Agreement"). A copy of the Merger Agreement is attached hereto as Exhibit A and made a part hereof by reference as if fully set forth herein.

THIRD: The Merger shall become effective at 10:00 p.m., Eastern Daylight Time, on April 13, 2022, in accordance with the provisions of the Codes, the Act and other applicable law.

FOURTH: The Merger Agreement was duly adopted and approved by the respective Boards of Directors of Citizens Bank of Florida and its sole shareholder, Citizens Bancorp of Oviedo, Inc., on August 17, 2021, and was duly adopted and approved by the shareholders of Citizens Bancorp of Oviedo, Inc., on November 17, 2021, all in the manner required by the Act, the Codes and the articles of incorporation of each of Citizens Bank of Florida and Citizens Bancorp of Oviedo, Inc. There were no dissenting shareholders.

FIFTH: The Merger Agreement was duly adopted and approved by the Board of Directors of Fairwinds Credit Union on August 17, 2021, pursuant to and in accordance with its bylaws and applicable provisions of the Codes. No approval by the members of Fairwinds Credit Union was required.

[Signature page follows]

IN WITNESS WHEREOF, the parties have caused these Articles of Merger to be executed by a duly authorized officer on April 5, 2022.

FAIRWINDS CREDIT UNION

By: _____
Larry F. Tobin
President and Chief Executive Officer

CITIZENS BANK OF FLORIDA

By: _____
Richard H. Lee
President and Chief Executive Officer

IN WITNESS WHEREOF, the parties have caused these Articles of Merger to be executed by a duly authorized officer on April 5, 2022.

FAIRWINDS CREDIT UNION

By: _____
Larry F. Tobin
President and Chief Executive Officer

CITIZENS BANK OF FLORIDA

By: Richard H. Lee
Richard H. Lee
President and Chief Executive Officer

EXHIBIT A

MERGER AGREEMENT

AGREEMENT AND PLAN OF MERGER

BY AND AMONG

FAIRWINDS CREDIT UNION,

CITIZENS BANCORP OF OVIEDO, INC.,

AND

CITIZENS BANK OF FLORIDA

Dated as of August 19, 2021

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AGREEMENT AND PLAN OF MERGER

This **AGREEMENT AND PLAN OF MERGER** (this "Agreement"), is entered into as of August ___, 2021, by and among **FAIRWINDS CREDIT UNION**, a state chartered credit union organized under the laws of the state of Florida ("Buyer"), **CITIZENS BANCORP OF OVIEDO, INC.**, a Florida corporation and registered bank holding company (the "Holding Company"), and **CITIZENS BANK OF FLORIDA**, a Florida banking corporation and wholly-owned subsidiary of Holding Company ("Seller"). Buyer, Holding Company and Seller are referred to in this Agreement each as a "Party" and collectively as the "Parties."

RECITALS:

A. The Parties to this Agreement desire to effect a reorganization whereby Buyer acquires Seller through the merger (the "Merger") of Buyer and Seller, with Buyer being the continuing entity following the Merger (the "Continuing Entity").

B. Pursuant to the terms of this Agreement, and except as provided herein, each issued and outstanding share of common stock of Seller at the Effective Time of the Merger, with par value of $1.00 per share ("Seller Common Stock"), shall be converted into the right to receive cash as set forth in this Agreement.

C. At or prior to the date of this Agreement, the Holding Company and Seller shall have entered into a Merger Agreement and Plan of Merger in substantially the form set forth in Exhibit A (the "Consolidation Merger Agreement"), pursuant to which the Holding Company shall be merged with and into Seller (the "Consolidation Merger"), immediately prior to the consummation of the Merger of Seller with and into Buyer.

D. Immediately prior to consummation of the Consolidation Merger, Holding Company will file Restated Articles of Incorporation and Seller will file Restated Articles of Incorporation in accordance with the terms of this Agreement and applicable law.

E. The Parties desire to make certain representations, warranties and agreements in connection with the Consolidation Merger and the Merger and agree to certain prescribed conditions to the Merger.

NOW THEREFORE, in consideration of the premises and the mutual promises herein made, and in consideration of the representations, warranties and covenants herein contained, the Parties agree as follows:

ARTICLE 1

THE MERGER

Section 1.1 Agreement to Merge. At the Effective Time, in accordance with the provisions of this Agreement and the Florida Business Corporation Act ("FBCA"), the Florida Financial Institutions Codes ("FFIC"), and other applicable law, Seller shall be merged with and into Buyer, the separate existence of Seller shall cease, and Buyer shall continue as the Continuing Entity.

AGREEMENT AND PLAN OF MERGER

This **AGREEMENT AND PLAN OF MERGER** (this "Agreement"), is entered into as of August 19, 2021, by and among **FAIRWINDS CREDIT UNION**, a state chartered credit union organized under the laws of the state of Florida ("Buyer"), **CITIZENS BANCORP OF OVIEDO, INC.**, a Florida corporation and registered bank holding company (the "Holding Company"), and **CITIZENS BANK OF FLORIDA**, a Florida banking corporation and wholly-owned subsidiary of Holding Company ("Seller"). Buyer, Holding Company and Seller are referred to in this Agreement each as a "Party" and collectively as the "Parties."

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ARTICLE 1

THE MERGER

Section 1.1 Agreement to Merge. At the Effective Time, in accordance with the provisions of this Agreement and the Florida Business Corporation Act ("FBCA"), the Florida Financial Institutions Codes ("FFIC"), and other applicable law, Seller shall be merged with and into Buyer, the separate existence of Seller shall cease, and Buyer shall continue as the Continuing Entity.

Section 1.2 Effective Date and Time. The Merger shall become effective on the date specified in the Certificate of Merger to be issued by the Florida Office of Financial Regulation (the "Effective Date") and at such time on the Effective Date as is specified pursuant to the mutual agreement of Buyer and Seller in the Articles of Merger to be filed with the Florida Department of State (the "Effective Time").

Section 1.3 Effect of the Merger. At and after the Effective Time:

(a) the Merger shall have the effects set forth in the FBCA, the FFIC and applicable law;

(b) the certificate of authorization and bylaws of the Buyer, as in effect immediately prior to the Effective Time, shall be the certificate of authorization and bylaws of the Continuing Entity until thereafter amended as provided therein or by applicable law; and

(c) the directors and officers of Buyer immediately prior to the Effective Time shall be the directors and officers of the Continuing Entity until their successors have been duly elected or appointed and qualified, or until their earlier death, resignation or removal in accordance with the certificate of authorization and the bylaws of the Continuing Entity.

Section 1.4 Merger of Holding Company into Seller; Restated Articles of Incorporation. Buyer, Holding Company and the Seller shall take all action necessary or deemed appropriate by Buyer to cause the Holding Company and Seller to enter into an agreement and plan of merger, in the form attached hereto as Exhibit A-1 (the "Consolidation Merger Agreement"), pursuant to which the Holding Company and Seller shall merge (the "Consolidation Merger") immediately prior to the consummation of the Merger, with Seller being the surviving entity thereof. In the Consolidation Merger, (a) each share of Holding Company common stock shall be converted into one share of Seller Common Stock (other than shares held by Holding Company shareholders who perfect their dissenters' rights as provided in Section 2.3(c) below), (b) each share of Bank Common Stock owned by the Holding Company will be cancelled, and (c) as a result of the Consolidation Merger, the Seller shall have no more than 645,016 shares of Seller Common Stock outstanding at the Effective Time plus the number of shares of Holding Company Common Stock issued between the date of this Agreement and the Effective Time as a result of the exercise of options to purchase shares of Holding Company Common Stock, each such share having a par value of $1.00. Immediately prior to the Consolidation Merger, the Holding Company will file with the Florida Secretary of State the Holding Company Restated Articles of Incorporation in the form of that attached hereto as Exhibit A-2 and the Seller shall file with the Florida Secretary of State the Seller Restated Articles of Incorporation in the form of that attached hereto as Exhibit A-3.

Section 1.5 Closing. The consummation of the transactions contemplated by this Agreement shall take place at a closing (the "Closing") to be held on such date as the Parties mutually agree after the date on which all of the conditions set forth in Article 7 and Article 8 of this Agreement have been satisfied (the "Closing Date"). The Closing shall take place at 10:00 a.m., local time, on the Closing Date through mail or facsimile delivery or at the offices of the Buyer, or at such other time and place upon which the Parties may agree.

ARTICLE 2

MERGER CONSIDERATION

Section 2.1 Merger Consideration. Subject to any adjustment as provided in this Agreement, if the Merger occurs on or before December 31, 2021, the amount of cash to be paid by the Buyer to the holders of shares of Seller Common Stock or outstanding options to purchase shares of Holding Company Common Stock (collectively, the "Holders" and each, individually, a "Holder") shall be equal to $107.25 per share (the "Per Share Merger Consideration") for each share of Seller Common Stock outstanding at the Effective Time, and an amount equal to the difference between the Per Share Merger Consideration and the exercise price of each outstanding option to purchase shares of the Holding Company Common Stock outstanding at the Effective Time. If the Merger should occur after December 31, 2021, the Per Share Merger Consideration shall be increased to $110.00.

Section 2.2 Closing Statement and Transaction Expenses Statement. Not less than five (5) business days prior to the Closing Date, Seller shall deliver to Buyer for its review and approval a statement that sets forth (a) the name of each Holder who will own shares of Seller Common Stock upon, or have the option to purchase shares of Holding Company Common Stock immediately prior to, the consummation of the Consolidation Merger (excluding Holding Company shareholders who exercise dissenters' rights), (b) a detailed preliminary calculation of the Seller's tangible equity capital as of the Closing Date ("Seller's Closing Tangible Equity"), and (c) the aggregate amount of the "Transaction Expenses" (both as defined below).

Section 2.3 Effect on Stock. As of the Effective Time, by virtue of the Merger and without any action on the part of the Parties or the Holders:

(a) Seller shall be merged with and into Buyer, the separate existence of Seller shall cease, and Seller and Buyer shall become a single entity, which shall be the Continuing Entity. At the Effective Time, each share of Seller Common Stock shall no longer be outstanding and shall automatically be canceled and shall cease to exist, and each Holder of a Certificate representing such shares of Seller Common Stock, or an option to purchase shares of Holding Company Common Stock, shall cease to have any rights with respect thereto, except the right to receive the amounts described in this Article 2 and to be paid in consideration therefor upon surrender of such Certificate in accordance with Section 2.4, without interest.

(b) Subject to other provisions of this Section 2.3(b), each share of Seller Common Stock issued and outstanding after completion of the Consolidation Merger (other than shares of Seller Common Stock to be canceled pursuant to Section 2.3(c) and Dissenting Shares to the extent provided in Section 2.3(d)) shall be converted into the right to receive, upon the surrender of the Certificate(s) representing shares of Holding Company common stock, as issued by the Holding Company but, upon completion of the Consolidation Merger, representing shares of Seller Common Stock, an amount equal to the Per Share Merger Consideration, and each option to purchase shares of Holding Company Common Stock shall be converted into the right to receive an amount from the Buyer for each option equal to the difference between the Per Share Merger Consideration and the exercise price of each outstanding such option.

(c) Each share of Seller Common Stock held as treasury stock or otherwise held by the Seller (other than in a fiduciary capacity), if any, immediately prior to the Effective Time shall automatically be canceled and shall cease to exist and no payment shall be made with respect thereto.

(d) Shares of Seller Common Stock which are issued and outstanding immediately prior to the Effective Time and which are held by a Holder who has voted against the Merger or who has given written notice to the Holding Company or the Seller in the manner provided by the applicable Dissenting Laws before the vote is taken that the Holder dissents from the adoption of the Merger and demands appraisal rights if the Merger is completed ("Dissenting Shares") shall not be converted into a right to receive a portion of the Merger Consideration unless and until the Effective Time has occurred and the Holder of such Dissenting Shares becomes ineligible for such dissenters' rights. The Holders of Dissenting Shares shall be entitled only to such dissenters' rights as are granted pursuant to Section 658.44 of the FFIC and Sections 607.1301 – 607.1340 of the FBCA (the "Dissenting Laws"). Each Holder of Dissenting Shares who becomes entitled to payment for such shares pursuant to the Dissenting Laws shall receive payment therefore from Buyer in accordance with the Dissenting Laws; provided, however, that (i) if any such Holder of Dissenting Shares shall have failed to establish entitlement to dissenters' rights as provided in the Dissenting Laws, or (ii) if any such Holder of Dissenting Shares shall have effectively withdrawn demand for dissenters' rights with respect to such shares or lost the right to payment for Dissenting Shares under the Dissenting Laws, such Holder of Dissenting Shares shall forfeit such dissenters' rights and each such Dissenting Share shall be treated as if it had been, as of the Effective Time, converted into a right to receive the Per Share Merger Consideration, without interest thereon, as provided in Section 2.3(a) of this Agreement. The Holding Company and the Seller shall give the Buyer (i) prompt notice of any demands received by the Holding Company or the Seller by a Holder who has indicated an intention to exercise dissenters' rates, withdrawals of such demands, and any other instruments served pursuant to applicable law and received by the Holding Company or the Seller prior to the Effective Time, and (ii) reasonable updates with respect to negotiations and proceedings with respect to such demands. The Holding Company and the Seller shall not, except with the prior written consent of the Buyer, make any payment with respect to any demands for dissenters' rights, or offer to settle, or settle any such demands.

Section 2.4 Exchange of Certificates.

(a) At or prior to the Effective Time, the Buyer shall deliver to a third party designated by Buyer and reasonably acceptable to Holding Company (sometimes referred to herein as the "Paying Agent") sufficient cash for Payment of the amounts required pursuant to Section 2.3(b). As soon as is reasonably practicable, but in no event later than five (5) business days after the Closing Date, the Paying Agent shall mail to each Holder of record of a certificate or certificates that immediately prior to the Effective Time represented issued and outstanding shares of Holding Company Common Stock (the "Certificates"), a letter of transmittal ("Letter of Transmittal") (which shall specify that delivery shall be effected, and risk of loss and title to Certificates shall pass, only upon delivery of such Certificates to the Buyer), and instructions for use in effecting the surrender of the Certificates pursuant to this Agreement.

(b) Prior to receiving any portion of the consideration payable pursuant to Section 2.3(b), each Holder shall have delivered to the Buyer (i) a properly completed and duly executed Letter of Transmittal and (ii) the Certificates held of record by such Holder. Upon proper surrender of a Certificate to the Buyer, together with such Letter of Transmittal, duly executed, the Holder of such Certificate shall be entitled to receive promptly from the Buyer in exchange therefor the payment in cash of the Per Share Merger Consideration into which the shares represented by such Certificate shall have been converted pursuant to Section 2.3(b), and the Certificate so surrendered shall be canceled. Until surrendered as contemplated by this Section 2.4, each Certificate shall be deemed as of the Effective Time of the Merger to represent only the right to receive, upon surrender of such Certificate in accordance with this Section 2.4(b), the consideration into which the shares represented by such Certificate shall have been converted pursuant to Section 2.3(b).

(c) After the Effective Time, there shall be no transfers on the stock transfer books of Seller of the shares of Holding Company Common Stock or Seller Company Common Stock that were issued and outstanding immediately prior to the Effective Time.

(d) If, after the Effective Time, Certificates are presented to the Continuing Entity for any reason, they shall be canceled and exchanged for the consideration to which the shares represented by such Certificate are entitled pursuant to this Article 2.

(e) Buyer shall be entitled to deduct and withhold from consideration otherwise payable pursuant to this Agreement to any Holder such amounts as are required to be deducted and withheld with respect to the making of such payment under the Internal Revenue Code of 1986, as amended (the "Code"), or any provision of state, local or foreign tax law; provided, however, that the Letter of Transmittal shall include a substitute Form W-9 which may be used by the Holder to provide information required to avoid such withholding. To the extent that amounts are so withheld, such withheld amounts shall be treated for all purposes of this Agreement as having been paid to the Holder in respect of which such deduction and withholding was made.

(f) In the event any Certificate shall have been lost, stolen or destroyed, upon the making of an affidavit of that fact by the person claiming such Certificate to be lost, stolen or destroyed and, if required by Buyer, the posting by such person of a bond in customary amount as indemnity against any claim that may be made against it with respect to such Certificate, the Buyer will pay in exchange for such lost, stolen or destroyed Certificate the Per Share Merger Consideration deliverable in respect of such shares of Seller Common Stock represented by such Certificate.

(g) Notwithstanding the foregoing, none of Buyer, Seller, or any other person shall be liable to any former Holder of shares of Seller Common Stock for any amount delivered in good faith to a public official pursuant to applicable abandoned property, escheat or similar laws.

ARTICLE 3

REPRESENTATIONS AND WARRANTIES CONCERNING SELLER AND HOLDING COMPANY

On or prior to the date hereof, Seller has delivered to Buyer a schedule ("Disclosure Schedule") setting forth, among other things, items the disclosure of which is necessary or appropriate either (i) in response to an express disclosure requirement contained in a provision of this Agreement or (ii) as an exception to one or more representations or warranties contained in this Article III or to one or more of Holding Company's or Seller's covenants contained in Article V. Any information set forth in any one section of the Disclosure Schedule shall be deemed to apply to each other applicable section or subsection of the Disclosure Schedule if its relevance to the information called for in such section or subsection is reasonably apparent on its face.

Holding Company and Seller represent and warrant to Buyer, as follows:

Section 3.1 Organization and Authority; Capitalization.

(a) Seller is a state-chartered FDIC-insured commercial bank, validly existing, and in good standing under the laws of the State of Florida with full power and authority to carry on its business as now being conducted and to own and operate the properties which it owns and/or operates. Seller is a wholly-owned subsidiary of Holding Company. The execution, delivery, and performance of this Agreement by Seller is within its corporate power and has been duly authorized by all necessary corporate action on its part, subject to the approvals referred to in Section 3.2(c).

(b) Holding Company is a Florida corporation, validly existing, and in good standing under the laws of the State of Florida with full power and authority to carry on its business as now being conducted and to own and operate the properties which it owns and/or operates. It is a bank holding company, registered as such with the Board of Governors of the Federal Reserve System (the "Federal Reserve") pursuant to the federal Bank Holding Company Act, as amended (the "BHCA"), and owns all of the issued and outstanding capital stock of Seller. The execution, delivery, and performance of this Agreement by Holding Company is within its corporate power and has been duly authorized by all necessary corporate action on its part, subject to the approvals referred to in Section 3.2(iv).

(c) This Agreement has been duly executed and delivered by each of Seller and Holding Company and constitutes the valid and legally binding obligation of each of them, enforceable against each of them in accordance with its terms, subject to bankruptcy, receivership, insolvency, reorganization, moratorium or similar laws affecting or relating to creditors' rights generally and subject to general principles of equity (the "General Exceptions").

(d) The authorized capital stock of Seller consists as of the date of this Agreement of 175,781 shares of Seller Common Stock, of which 175,781 shares are issued and outstanding. At the Effective Time, and upon completion of the Consolidation Merger, the authorized capital stock of Seller will consist of 2,000,000 shares of Seller Common Stock of which no more than 645,016 shares of Seller Common Stock will be outstanding plus the number

of shares of Holding Company Common Stock issued between the date of this Agreement and the Effective Time as a result of the exercise of options to purchase shares of Holding Company Common Stock. As of the date of this Agreement, the issued and outstanding shares of Seller Common Stock have been duly and validly authorized and issued, are fully paid and non-assessable, and are owned exclusively by Holding Company. To the knowledge of Holding Company and Seller, none of the issued and outstanding shares of Seller Common Stock are, or on the Closing Date will be, subject to any claim of right that would prevent or delay the consummation of any transaction contemplated hereby.

(e) The authorized capital stock of the Holding Company consists, as of the date of this Agreement, of 3,000,000 shares of common stock, par value $0.01 per share, of which 645,016 shares are issued and outstanding as of the date of this Agreement and will be issued and outstanding on the Closing Date immediately prior to the closing of the Consolidation Merger plus the number of shares of Holding Company Common Stock issued between the date of this Agreement and the Effective Time as a result of the exercise of options to purchase shares of Holding Company Common Stock, and 1,000,000 shares of preferred stock, of which none are issued and outstanding as of the date of this Agreement. The issued and outstanding shares of Holding Company Common Stock have been duly and validly authorized and issued and are fully paid and non-assessable. As of the date of this Agreement and set forth in Disclosure Schedule 3.1(e), there are outstanding options to purchase 71,318 shares of Holding Company Common Stock that will become fully and vested upon completion on the Closing Date. There are no other agreements or rights in existence to purchase or acquire any shares of capital stock of Holding Company, whether now or hereafter authorized or issued. To the knowledge of the Holding Company, none of the issued and outstanding shares of Holding Company Common Stock are, or on the Closing Date will be, subject to any claim of right that would prevent or delay the consummation of any transaction contemplated hereby.

(f) None of the shares of Holding Company Common Stock or Seller Common Stock have been issued in violation of any federal or state securities laws or any other legal requirement. Except as provided in Disclosure Schedule 3.1(e), since December 31, 2019, no shares of Holding Company capital stock or Seller Common Stock have been purchased, redeemed or otherwise acquired, directly or indirectly, by Holding Company or Seller, and no dividends or other distributions payable in any equity securities of Holding Company or Seller have been declared, set aside, made or paid. None of the shares of authorized capital stock of Holding Company or Seller are, or on the Closing Date will be, subject to any claim of right inconsistent with this Agreement.

Section 3.2 Conflicts; Consents; Defaults. Except as set forth in Disclosure Schedule 3.2, neither the execution and delivery of this Agreement by Seller nor the consummation of the transactions contemplated by this Agreement will (i) conflict with, result in the breach of, constitute a default under or accelerate the performance required by, any order, law, regulation, contract, instrument or commitment to which either of Holding Company or Seller is a party or by which it is bound, which breach or default would have a Material Adverse Effect on Seller, (ii) violate the charter or bylaws of either Holding Company or Seller, (iii) require any consent, approval, authorization or filing under any law, regulation, judgment, order, writ, decree, permit, license or agreement to which Holding Company or Seller is subject, or (iv) require the consent or approval of any other party to any material contract, instrument or commitment to which

Holding Company or Seller is a party, in each case other than any required approvals of or notices as to this Agreement and the transactions contemplated herein by the Federal Reserve, the FDIC, the National Credit Union Administration ("NCUA") and the OFR (collectively, the "Regulators"), with respect to the Consolidation Merger and the Merger.

Section 3.3 Financial Information. The Holding Company's consolidated audited financial statements as of and for the year ended December 31, 2020, and subsequent years, together with the notes thereto, and the unaudited financial statements as of June 30, 2021 and for subsequent periods (collectively referred to herein as "Holding Company Financial Statements"), and the unaudited financial statements of Seller for each such period (collectively referred to herein as "Seller Financial Statements"), copies of which have been provided to Buyer (except for periods subsequent to June 30, 2021, which will be provided to the Buyer in accordance with the terms of this Agreement), have been, and will be prepared in accordance with GAAP (except as may be disclosed therein, and in the case of interim statements, for the absence of footnotes and normal year-end adjustments) and fairly present, in all material respects, the financial position and the results of operations, and cash flows of the Holding Company and the Seller, as of the dates and for the periods indicated.

Section 3.4 Absence of Changes. No events or transactions have occurred since December 31, 2020 which have resulted in a Material Adverse Effect as to Holding Company or Seller. For purposes of this Agreement, "Material Adverse Effect" means any event, occurrence, fact, condition, or change that is, or would reasonably be expected to become, materially adverse to (1) the financial condition, results of operation, Assets or business of the Holding Company or Seller, or (2) the ability of Holding Company or Seller to perform their respective obligations under this Agreement, *other than* (A) the effects of any change attributable to or resulting from changes in economic conditions, laws, regulations or accounting guidelines applicable to depository institutions generally or in general levels of interest rates, (B) termination of relationships with public depositors and employee departures or terminations after announcement of this Agreement, (C) the issuance or compliance with any directive or order of any Regulator, (D) actions taken by Holding Company or Seller pursuant to the terms of this Agreement or with the written consent of Buyer, or (E) the direct, local effects of wide spread economic disruption and business closures in Central Florida resulting from (i) hurricanes, tornados, flooding and similar weather events, (ii) wars, military actions or acts of terrorism involving the deployment of U.S. military forces, or (iii) public health emergencies resulting from epidemics, pandemics, and disease outbreaks including, without limitation, Covid-19 and variants thereof and other similar conditions.

Section 3.5 Title to Real Estate. Except as set forth in Disclosure Schedule 3.5, Seller has (and, to the extent applicable, Holding Company has) good, marketable and insurable title, free and clear of all mortgages, claims, charges, liens, encumbrances, easements, restrictions, options, pledges, calls, commitments, security interests, conditional sales agreements, title retention agreements, leases, and other restrictions of any kind whatsoever (the "Encumbrances") (except taxes for the current year which are a lien but not yet payable and utility easements, rights-of-way, and other restrictions which do not have a Material Adverse Effect on the Seller) (the "Permitted Encumbrances") to the real estate and all improvements, buildings and fixtures thereon owned by Seller and used by Seller in its business (and excluding OREO) (the "Seller Real Estate"). The Seller Real Estate complies in all material respects with all applicable private

agreements, zoning requirements and other governmental laws and regulations relating thereto, and to Holding Company and Seller's knowledge there are no condemnation proceedings pending or threatened with respect to the Seller Real Estate.

Section 3.6 Title to Assets Other Than Real Estate. Seller is the lawful owner of and has good and marketable title to the loans, all bonds and other investment securities (including FHLB stock) owned by Seller on the Closing Date, together with accrued interest thereon, if any, and including any amounts due to or from brokers or custodians ("Liquid Assets"), all petty cash, vault cash, ATM cash and teller cash ("Cash on Hand"), cash in all of Holding Company's and Seller's demand deposit accounts, including, without limitation, those for payroll and cashier's checks ("Bank Accounts"), the prepaid expenses recorded or reflected on the books of Seller at the close of business on the Closing Date (including, without limitation, prepaid FDIC deposit premiums relating to the Deposits, all accounts receivable reflected on Seller's books and records as of the close of business on the Closing Date ("Accounts Receivable"), all furniture, equipment, trade fixtures, ATMs, office supplies, sales material, Deposit account forms, loan forms and all other forms and similar items used in connection with the Seller's banking business and all other tangible personal property owned or leased by Seller, located in or upon the branches or used in the Seller's business ("Fixed Assets"), and all the assets of Holding Company or Seller at the close of business on the Closing Date not otherwise enumerated herein other than the Excluded Assets ("Other Assets") are owned by Holding Company or Seller, as the case may be, free and clear of all Encumbrances other than the Permitted Encumbrances and the lien of the Federal Home Loan Bank of Atlanta (the "FHLB") with respect to certain of the loans and related matters set forth in Disclosure Schedule 3.6. Delivery to Buyer of the instruments of transfer of ownership contemplated by this Agreement will vest in Buyer good and marketable title to any loans, the Fixed Assets owned by it, Liquid Assets, Cash on Hand, cash in the Bank Accounts, prepaid expenses, Accounts Receivable, all Records (as defined below) and the Other Assets (collectively, "Assets"), free and clear of all Encumbrances, other than the Permitted Encumbrances and the lien of the FHLB.

Section 3.7 Loans. Seller represents and warrants as to each loan, loan agreement, note, lease or other borrowing agreement, any loan participation sold or purchased, and any guaranty, renewal or extension thereof (collectively, "Loans") that, except as may be set forth in the Disclosure Schedule:

(a) Seller is the sole owner and holder of the Loans and all servicing rights relating thereto. The Loans are not assigned or pledged (other than to the FHLB), and Seller has good and marketable title thereto. Seller has the full right, subject to no interest or participation of, or agreement with, any other party (other than to the FHLB), to sell and assign the Loans to Buyer, free and clear of any right, claim or interest of any person or entity (other than to the FHLB), and such sale and assignment to Buyer will not impair the enforceability of the Loans.

(b) Except for any commitment of Seller to fund additional advances under any Loan, line of credit or under any new unfunded Loan commitment on and after the Closing Date (the "Unfunded Commitment"), the full principal amount of each Loan has been advanced to an obligor or guarantor, including a third party pledgor, with respect to the Loan Documents (as defined below) relating to a Loan (the "Loan Debtor"), either by payment made directly to him, her or it, or by payment made on the approval of such person, and there is no requirement

for future advances thereunder. The unpaid principal balance of each Loan and the amount of the Unfunded Commitment in each case as of June 30, 2021, is as stated on Disclosure Schedule 3.7(b).

(c) To Seller's knowledge, each of the Loan Documents is genuine, and each is the legal, valid and binding obligation of the maker thereof, subject to the General Exceptions. For purposes of this Agreement, "Loan Documents" means, with respect to each Loan, the constituent documents relating thereto, including, without limitation, the Loan application, appraisal report, title insurance policy, promissory note, deed of trust, Loan agreement, security agreement, and guarantee, if any. To Seller's knowledge, all parties to the Loan Documents had legal capacity to enter into the Loan Documents, and the Loan Documents have been duly and properly executed by such parties. Except as otherwise indicated in Disclosure Schedule 3.7(c), Seller has received no written notice of any dispute or claim with regard to any Loan based on an alleged fact, circumstance or condition that would constitute a breach of any representation made in this Section 3.7(c) if known to Seller.

(d) All federal, state and local laws and regulations affecting the origination by Seller, and Seller's administration and servicing, of the Loans prior to the Closing Date, including without limitation, truth-in-lending, real estate settlement procedures, consumer credit protection, equal credit opportunity and disclosure laws, have been complied with in all material respects. Without limiting the generality of the foregoing, Seller has timely provided all disclosures, notices, estimates, statements and other documents required to be provided to the obligor or guarantor, including third party pledger, with Loan Debtor under applicable law and has documented receipt of such disclosures, estimates, statements and other documents as required by law and what Seller believes to be prudent loan origination policies and procedures except where the failure to do so would not have a Material Adverse Effect.

(e) To Seller's knowledge, the Loan Debtor has no rights of rescission, setoff, counterclaims, or defenses to the Loan Documents, except such defenses arising by virtue of the General Exceptions.

(f) Except as set forth on Disclosure Schedule 3.7(f), as of the date hereof, (i) no Loan is in default, nor, to Seller's knowledge, is there any event applicable to a Loan that, with the giving of notice or the passage of time, would constitute a default; and (ii) no Loan is classified as substandard, doubtful, or loss or is on non-accrual status.

(g) Seller has not modified such Loan in any material respect or waived any material provision of or default under such Loan or the related Loan Documents, except in accordance with its customary loan administration policies and procedures. Any such modification or waiver is in writing and is contained in the loan file.

(h) Seller has taken all commercially reasonable actions to cause each Loan secured by personal property to be perfected by a security interest having first priority or such other priority as is required by the relevant loan approval report for such Loan; and to the Seller's knowledge and as set forth in Disclosure Schedule 3.7(h), the collateral for each such Loan is owned by the Loan Debtor.

(i) To the Seller's knowledge and except as set forth in Disclosure Schedule 3.7(i), the Loan Debtor is the owner of all collateral for such Loan, free and clear of any Encumbrance except for the security interest in favor of Seller and any other Encumbrance expressly permitted under the relevant loan approval request or Loan Documents.

Section 3.8 Residential and Commercial Mortgage Loans and Certain Business Loans. Seller represents and warrants as to each "Residential Mortgage Loan" (as defined by 15 U.S.C. § 1602(5)), loan secured by a mortgage on real property used for commercial purposes, including five- or greater unit residential real property (a "Commercial Mortgage Loan") and each term or revolving loan to a commercial enterprise secured by personal property or a mixture of real and personal property, or unsecured ("Business Loan") that is secured in whole or in part by a mortgage or deed of trust encumbering real property, in any case a ("Mortgage"), and, if applicable, fixtures securing the obligations of a Loan Debtor with respect to such a loan, that:

(a) The Mortgage is a valid first lien on the real property encumbered by the Mortgage (the "Mortgaged Property") securing the related Loan (or a subordinate lien if expressly permitted under the relevant loan approval report), and the Mortgaged Property is free and clear of all Encumbrances having priority over the first lien (or subordinate lien, if applicable) of the Mortgage, except for Permitted Encumbrances, liens that are not material in amount, liens for real estate taxes and special assessments not yet due and payable, easements and restrictions of record, and, in the case of a closed-end or revolving Residential Mortgage Loan secured by a Mortgage with no lower priority than a second mortgage priority on the applicable Mortgaged Property (the "Home Equity Loan") or a Mortgage securing a guarantee of a Business Loan, the permitted lien of the senior mortgage or deed of trust.

(b) The Mortgage contains customary provisions such as to render the rights and remedies of the holder thereof adequate for the realization against the Mortgaged Property of the benefits of the security provided thereby, including, (i) in the case of a Mortgage designated as a deed of trust, by trustee's sale, and (ii) otherwise by judicial foreclosure.

(c) Except as set forth in the Loan file, all of which actions were taken in the ordinary course of business, Seller has not (i) satisfied, canceled, or subordinated the Loan in whole or in part; (ii) released the Mortgaged Property, in whole or in part, from the lien of the Loan; or (iii) executed any instrument of release, cancellation, modification, or satisfaction.

(d) To Seller's knowledge, all taxes, government assessments, insurance premiums, and municipal charges, and leasehold payments which previously became due and owing have been paid, or an escrow payment has been established in an amount sufficient to pay for every such item which remains unpaid. Except as set forth in the Loan file, if applicable, Seller has not advanced funds, or induced, solicited, or knowingly received any advance of funds by a party other than the Loan Debtor.

(e) Except as set forth in Disclosure Schedule 3.8(e), there is no proceeding pending for the total or partial condemnation of the Mortgaged Property to which the Seller has received written notice and to Seller's knowledge the Mortgaged Property is undamaged by waste, earth movement, fire, flood, windstorm, earthquake, or other casualty.

(f) To Seller's knowledge, the Mortgaged Property is free and clear of all mechanics' liens or liens in the nature thereof, and no rights are outstanding that under law could give rise to any such lien.

(g) To Seller's knowledge, all of the improvements which are included for the purpose of determining the appraised value of the Mortgaged Property lie wholly within the boundaries and building restriction lines of the Mortgaged Property, and no improvements on adjoining properties encroach upon the Mortgaged Property, except as allowed by the Seller's underwriting guidelines.

(h) The Loan meets, or is exempt from, applicable state or federal laws, regulations and other requirements pertaining to usury, and the Loan is not usurious.

(i) Each Loan for which private mortgage insurance was required by Seller under its underwriting guidelines is insured by what Seller believes to be a reputable private mortgage insurance company; each such insurance policy is in full force and effect; and all premiums due thereunder have been paid.

(j) No claims have been made under any lender's title insurance policy respecting any of the Mortgaged Property, and Seller has not done, by act or omission, anything which would impair the coverage of any such lender's title insurance policy.

(k) There is in force for each Loan, a hazard insurance policy, including, to the extent required by applicable law, flood insurance, meeting the specifications of FNMA/FHLMC in the case of a Residential Mortgage Loan (other than Home Equity Loans and business purpose Residential Mortgage Loans). To Seller's knowledge and except as set forth in Disclosure Schedule 3.8(k), all such insurance policies contain a standard mortgagee clause naming the Seller and its successors and assigns as mortgagee, and all premiums thereon have been paid. The Mortgage obligates the Loan Debtor thereunder to maintain the hazard insurance policy at the Loan Debtor's cost and expense and, on the Loan Debtor's failure to do so, authorizes the holder of the Mortgage to obtain and maintain such insurance at such Loan Debtor's cost and expense, and to seek reimbursement therefor from the Loan Debtor. Seller has not engaged in, and has no knowledge of the Loan Debtor's having engaged in, any act or omission which would impair the coverage of any such policy, the benefits of the endorsement provided for therein, or the validity and binding effect of either.

(l) As to each Residential Mortgage Loan, the Mortgaged Property consists of a one-to four-family (including condominium or PUD projects that meet FNMA/FHLMC guidelines as warranted by Seller), owner-occupied primary residence, second home or investment property.

(m) The Loan was originated and underwritten in the ordinary course of Seller's business and by an authorized employee of Seller.

(n) Neither (i) the information presented as factual concerning the income, employment, credit standing, purchase price and other terms of sale, payment history or source of funds submitted to Seller for the purpose of making the Loan, nor (ii) the information presented as factual in the appraisal with respect to the Mortgaged Property, contained, to

Seller's knowledge, any material omission or misstatement or other material discrepancy at the time the information was obtained by Seller.

(o) All appraisals have been ordered, performed and rendered in accordance with the requirements of the underwriting guidelines of Seller and in compliance, in all material respects, with all laws and regulations then in effect relating and applicable to the origination of loans, which requirements include, without limitation, requirements as to appraiser independence, appraiser competency and training, appraiser licensing and certification, and the content and form of appraisals.

(p) To Seller's knowledge, no Mortgaged Property is in violation of any Environmental Law.

Section 3.9 Auto Receivables. Seller represents and warrants to Buyer as to any Loan or installment sale contract arising from the purchase of, and secured by, an automobile, light-duty vehicle, all-terrain vehicle, boat or motorcycle (collectively, an "Auto Receivable") that:

(a) The Auto Receivable represents a bona fide sale or finance of the vehicle described therein to the vehicle purchaser or owner for the amount set forth therein;

(b) To Seller's knowledge, the vehicle described in the Auto Receivable has been delivered to and accepted by the vehicle purchaser and such acceptance shall not have been revoked;

(c) The security interest created by the Auto Receivable is a valid first lien on the motor vehicle covered by the Auto Receivable and all action has been taken to create and perfect such lien in such motor vehicle within such time following the date of the Auto Receivable as will afford first priority status;

(d) To Seller's knowledge, the down payment relating to such Auto Receivable has been paid in full by the vehicle purchaser in cash and/or trade as shown in such Auto Receivable, and no part of the down payment consisted of notes or postdated checks;

(e) The statements made by the vehicle purchaser or owner and the information submitted by the vehicle purchaser or owner in connection with the Auto Receivable are true and complete to Seller's knowledge;

(f) Each Auto Receivable complies, in all material respects, with all applicable provisions of laws and regulation which are applicable to the transaction represented by the Auto Receivable;

(g) Seller has no knowledge of any circumstances or conditions with respect to the Auto Receivable, the related vehicle, the vehicle purchaser or owner, or vehicle purchaser's or owner's credit standing that can be expected to adversely affect Seller's security interest in the Auto Receivable; and

(h) To Seller's knowledge, each such vehicle relating to an Auto Receivable is properly and fully insured in accordance with the terms of such Auto Receivable.

Section 3.10 Unsecured Loans. Except as set forth on the Disclosure Schedule 3.10, no Unsecured Loan has been charged-off under Seller's normal procedures since December 31, 2020.

Section 3.11 Allowance. The Allowance shown on the Holding Company Financial Statements and the Seller Financial Statements, with respect to the Loans is adequate in the judgement of Seller's management as of such date under the requirements of GAAP to provide for foreseeable losses on items for which reserves were made.

Section 3.12 Investments. Except for investments pledged to secure Federal Home Loan Bank advances or public deposits, none of the investments reflected in the Holding Company Financial Statements and the Seller Financial Statements, and none of the investments made by Seller since December 31, 2020, are subject to any restriction, whether contractual or statutory, which materially impairs the ability of Seller to dispose freely of such investment at any time and each of such investments complies with regulatory requirements concerning such investments. Disclosure Schedule 3.12 provides a complete list, as of June 30, 2021, of all debt securities owned by Holding Company or Seller that are issued by any state, county, municipality or other local governmental entity, indicating the amount, interest rate and maturity of all such instruments.

Section 3.13 Deposits.

(a) Seller has made available (or will make available) to Buyer a true and complete copy of the account forms for all Deposits offered by Seller. For purposes of this Agreement, "Deposit(s)" means a deposit or deposits as defined in Section 3(*l*)(1) of the Federal Deposit Insurance Act ("FDIA") as amended, 12 U.S.C. § 1813(*l*)(1), including without limitation the aggregate balances of all savings accounts with positive balances domiciled at the Branches, including accounts accessible by negotiable orders of withdrawal ("NOW" accounts), other demand instruments, Retirement Accounts, and all other accounts and deposits, together with Accrued Interest thereon, if any. Except as listed in the Disclosure Schedule, all the accounts related to the Deposits are in material compliance with all applicable laws, orders and regulations and were originated in material compliance with all applicable laws, orders and regulations.

(b) Disclosure Schedule 3.13(b) is a true and correct schedule of the Deposits as June 30, 2021 (which shall be updated through the Closing Date), listing by category (including, a separate category for public and/or governmental deposits) and the amount of such deposits, together with the amount of Accrued Interest thereon. All Deposits are insured to the fullest extent permissible by the Federal Deposit Insurance Corporation (the "FDIC"). Subject to the receipt of all requisite regulatory approvals, Seller has and will have at the Closing Date all rights and full authority to transfer and assign the Deposits without restriction. As of the date hereof, with respect to the Deposits:

(1) Subject to items returned without payment in full ("Return Items") and immaterial bookkeeping errors, all interest accrued or accruing on the Deposits has been properly credited thereto, and properly reflected on Seller's books of account, and Seller is not in default in the payment of any thereof;

(2) Subject to Return Items and immaterial bookkeeping errors, Seller has timely paid and performed all of its obligations and liabilities relating to the Deposits as and when the same have become due and payable;

(3) Subject to immaterial bookkeeping errors, Seller has administered all of the Deposits in accordance with applicable contractual duties and with what Seller believes to be good and sound financial practices and procedures, and has properly made all appropriate credits and debits thereto; and

(4) None of the Deposits is subject to any Encumbrances or any legal restraint or other legal process, other than those securing loans, public Deposits, customary court orders, levies, and garnishments affecting the depositors, all of which Encumbrances (other than Loans, customary court orders, levies, and garnishments) are described on Disclosure Schedule 3.13(b).

Section 3.14 Contracts. Disclosure Schedule 3.14 lists or describes the following:

(a) Each Loan and credit agreement, conditional sales contract, indenture or other title retention agreement or security agreement relating to money borrowed by Seller;

(b) Each guaranty by Seller of any obligation for the borrowing of money or otherwise (excluding any endorsements and guarantees in the ordinary course of business and letters of credit issued by Seller in the ordinary course of its business) or any warranty or indemnification agreement;

(c) Each lease or license with respect to personal property involving an annual amount in excess of $25,000;

(d) The name, annual salary and primary department assignment as of June 30, 2021, of each employee of Seller and any employment or consulting agreement or arrangement with respect to each such person; and

(e) Each agreement, Loan, contract, lease, guaranty, letter of credit, line of credit or commitment of Seller not referred to elsewhere in this Section which (i) involves payment by Seller (other than as disbursement of Loan proceeds to customers) of more than $25,000 annually or $50,000 in the aggregate over its remaining term unless, in the latter case, such is terminable within one (1) year without premium or penalty; (ii) involves payments based on profits of Seller; (iii) relates to the future purchase of goods or services in excess of the requirements of its respective business at current levels or for normal operating purposes; or (iv) was not made in the ordinary course of business.

(f) Final and complete copies of each document, plan or contract listed and described in the Disclosure Schedule pursuant to this Agreement have been provided or made available to Buyer.

Section 3.15 Tax Matters. Except as set forth in the Disclosure Schedule 3.15, each of Holding Company and Seller has filed with the appropriate governmental agencies all federal, state and local income, franchise, excise, sales, use, real and personal property and other tax

returns and reports required to be filed by it. Neither Holding Company nor Seller is (a) has received any written notice that it is delinquent in the payment of any taxes shown on such returns or reports or on any assessments received by it for such taxes; (b) aware of any pending or threatened examination for income taxes for any year by the Internal Revenue Service (the "IRS") or any state tax agency; (c) subject to any agreement extending the period for assessment or collection of any federal or state tax; or (d) a party to any action or proceeding with, nor has any claim been asserted against it by, any Regulators, any court, and any other administrative agency or commission or other federal, state or local governmental authority or instrumentality (each a "Governmental Authority") for assessment or collection of taxes. To Holding Company's and Seller's knowledge, neither is the subject of any threatened action or proceeding by any Governmental Authority for assessment or collection of taxes. The reserve for taxes in the consolidated audited financial statements of Holding Company for the year ended December 31, 2020 and the unaudited Holding Company and Seller Financial Statements, are, in the opinion of management of Holding Company and Seller, respectively, adequate to cover all of the tax liabilities of Holding Company and Seller (including, without limitation, income taxes and franchise fees) as of such date in accordance with GAAP.

Section 3.16 Employee Matters.

(a) Seller has not entered into any collective bargaining agreement with any labor organization with respect to any group of employees of the Seller, and to the knowledge of the Seller, there is no present effort or proposal to attempt to unionize any group of employees of the Seller.

(b) (i) Seller is and has been in material compliance with all applicable laws respecting employment and employment practices, terms and conditions of employment and wages and hours, including, without limitation, any such laws respecting employment discrimination and occupational safety and health requirements, and Seller is not engaged in any unfair labor practice; (ii) there is no unfair labor practice complaint against Seller pending or, to the knowledge of Seller, threatened before the National Labor Relations Board; (iii) there is no labor dispute, strike, work slowdown or stoppage actually pending or, to the knowledge of Seller, threatened against or directly affecting Seller; and (iv) Seller has not experienced any work stoppage or other such labor difficulty during the past five years.

Section 3.17 Employee Benefit Plans.

(a) Each (a) nonqualified deferred compensation or retirement plan or arrangement that is an Employee Pension Benefit Plan, (b) qualified defined contribution retirement plan or arrangement that is an Employee Pension Benefit Plan (as defined in the section 3(2) of the Employee Retirement Income Security Act of 1974, as amended ("ERISA"), (c) qualified defined benefit retirement plan or arrangement that is an Employee Pension Benefit Plan (including any Multiemployer Plan (as defined in ERISA), or (d) Employee Welfare Benefit Plan (as defined in ERISA) (collectively, an "Employee Benefit Plan") or material fringe benefit plan or program of Seller (including each related trust, insurance contract, or fund) complies in form and in operation in all material respects with the applicable requirements of ERISA, the Code, and other applicable legal requirements. To Seller's knowledge, no such Employee Benefit Plan is under audit by the IRS or the U.S. Department of Labor.

(b) All premiums or other payments due for all periods ending on or before the Closing Date have been paid or will be paid with respect to each Employee Benefit Plan that is an Employee Welfare Benefit Plan.

(c) Except as set forth in the Disclosure Schedule 3.17(c), neither Holding Company nor Seller is a party to or bound by any employment agreement, severance or change in control benefit, Supplemental Executive Retirement Plan benefit, stock option, or similar type agreement with any director, officer or employee of Holding Company or Seller.

Section 3.18 Environmental Matters.

(a) As used in this Agreement, "Environmental Laws" means all local, state and federal environmental, health and safety laws and regulations in all jurisdictions in which Seller has done business or owned, leased or operated property, including, without limitation, the Federal Resource Conservation and Recovery Act, the Federal Comprehensive Environmental Response, Compensation and Liability Act, the Federal Clean Water Act, the Federal Clean Air Act, and the Federal Occupational Safety and Health Act.

(b) No activity or condition exists at or upon the Seller Real Estate, or to the knowledge of Seller any other real estate owned, as such real estate is classified on the books of Seller ("OREO"), that violates any Environmental Law, and no condition has existed or event has occurred with respect to the Seller Real Estate, or to the knowledge of Seller, any OREO that, with notice or the passage of time, or both, would constitute a violation of any Environmental Law or obligate (or potentially obligate) Seller to remedy, stabilize, neutralize or otherwise alter the environmental condition of any of the Seller Real Estate, or any OREO where the aggregate cost of such actions would be material to Seller. Except as provided in Disclosure Schedule 3.18(b), Seller has not received any notice from any person or entity that Seller is or was in violation of any Environmental Law or that Seller is responsible (or potentially responsible) for the cleanup or other remediation of any pollutants, contaminants, or hazardous or toxic wastes, substances or materials at, on or beneath any such property.

Section 3.19 No Undisclosed Liabilities. Neither Holding Company nor Seller has any material liability, whether asserted or unasserted, whether absolute or contingent, whether accrued or unaccrued, whether liquidated or unliquidated, and whether due or to become due (and, to the knowledge of Holding Company and Seller, there is no past or present fact, situation, circumstance, condition or other basis for any present or future action, suit or proceeding, hearing, charge, complaint, claim or demand against Seller giving rise to any such liability) required in accordance with GAAP to be reflected in an audited balance sheet of Holding Company or Seller or the notes thereto, except (i) for liabilities set forth or reserved against in the Holding Company Financial Statements and Seller Financial Statements as of December 31, 2020, (ii) for liabilities occurring in the ordinary course of business of Holding Company and Seller since December 31, 2020, and (iii) liabilities relating to the possible sale of Holding Company and Seller or other transactions contemplated by this Agreement.

Section 3.20 Litigation. There is no action, suit, proceeding or investigation pending against Seller or to the knowledge of Seller threatened against Seller, before any court or arbitrator or any governmental body, agency, or official involving a monetary claim for $25,000 or more or equitable relief (*i.e.*, specific performance or injunctive relief).

Section 3.21 Performance of Obligations. Seller has performed in all material respects all obligations required to be performed by it to date under the Contracts (as defined below), the Deposits, and the Loan Documents, and Seller is not in material default under, and, to Seller's knowledge, no event has occurred which, with the lapse of time or action by a third party, could result in a material default under, any such agreements or arrangements. For purposes of this Agreement, "Contracts" includes service and maintenance agreements, leases of personal and real property, and any other agreements, licenses and permits to which Seller is a party (including contracts relating to the Safe Deposit Boxes); *provided, however*, that, for purposes of clarification only, such contracts shall not include (1) any Employee Benefit Plans (as defined above) maintained, administered or contributed to or by Seller, or (2) any employment agreements to which the Seller is a party, (collectively, the "Excluded Contracts"). All Excluded Contracts shall be terminated by Seller on or prior to the Closing Date, and Buyer assumes no responsibility or liability with respect thereto.

Section 3.22 Compliance with Law. Seller has all licenses, franchises, permits and other governmental authorizations that are legally required to enable it to conduct its business in all material respects and has conducted its business in compliance in all material respects with all applicable federal, state and local statutes, laws, regulations, ordinances, rules, judgments, orders or decrees applicable thereto or to the employees conducting such businesses.

Section 3.23 Brokerage. Except for Seller's agreements listed in Disclosure Schedule 3.23, there are no existing claims or agreements for brokerage commissions, finders' fees, or similar compensation in connection with the transactions contemplated by this Agreement payable by Seller.

Section 3.24 Absence of Changes. Except as set forth in Disclosure Schedule 3.24, no events or transactions have occurred since December 31, 2020 which have resulted in a Material Adverse Effect to Seller or Holding Company, and Seller has not paid or declared any dividend or made any other distribution to Holding Company.

Section 3.25 Records. The Records to be delivered to Buyer under Section 3.6 of this Agreement are and shall be sufficient to enable Buyer to conduct a banking business with respect thereto under the same standards as Seller has heretofore conducted such business. Seller shall not retain any Records except those Records strictly necessary and required for the disposition of its Charter post-Closing and its dissolution or as otherwise allowed by this Agreement. For purposes of this Agreement, "Records" means (i) all open records and original documents, located at the branches, relating to the Loans, any account domiciled at the branches through which Seller accepts payments or deposits for credit or deposit to another account domiciled at the branches, safe deposit boxes, the Bank Accounts, the Other Assets, or the Deposits; and (ii) an account history of all accounts related to Deposits, Loans, Cash on Hand, Liquid Assets, the Bank Accounts, and safe deposit boxes. Records includes but is not limited to signature cards, customer cards, customer statements, legal files, pending files, all open account agreements, Retirement Account agreements, safe deposit box records, and computer records

Section 3.26 Community Reinvestment Act. Seller received a rating of "Satisfactory" in its most recent examination or interim review with respect to the Community Reinvestment Act. Seller has not been advised of any supervisory concerns regarding its compliance with the

Community Reinvestment Act.

Section 3.27 Insurance. All material insurable properties owned or held by Seller are adequately insured by what Seller believes to be financially sound and reputable insurers in such amounts and against fire and other risks insured against by extended coverage, and public liability insurance, as Seller believes is customary with banks of similar size. Disclosure Schedule 3.27 sets forth, for each material policy of insurance maintained by Seller the amount and type of insurance, the name of the insurer and the amount of the annual premium. All amounts due and payable under such insurance policies are fully paid, and all such insurance policies are in full force and effect.

Section 3.28 Regulatory Enforcement Matters. The Seller is not subject to, and has received no notice or advice that it may become subject to, any order, agreement or memorandum of understanding with any federal or state Regulator or other Governmental Authority charged with the supervision or regulation of banks or bank holding companies or engaged in the insurance of financial institution deposits or any other governmental entity or agency having supervisory or regulatory authority with respect to Seller.

Section 3.29 Regulatory Approvals. The information furnished or to be furnished by Seller for the purpose of enabling Seller or Buyer to complete and file all requisite applications for regulatory approval of the transactions contemplated by this Agreement is or will be true and complete in all material respects as of the date so furnished. There are no facts known to Holding Company or Seller that have not been disclosed to the Buyer in writing, which, insofar as Holding Company or Seller can now reasonably foresee, may have a Material Adverse Effect on the ability of the Buyer or Seller to obtain all requisite regulatory approvals or to perform their respective obligations pursuant to this Agreement.

Section 3.30 Disclosure. No representation or warranty contained in this Article 3 and no statement or information relating to Seller or any Assets or liabilities contained in (i) this Agreement (including the Schedules and Exhibits hereto), or (ii) in any certificate or document furnished or to be furnished by or on behalf of Seller to Buyer pursuant to this Agreement, contains or will contain any untrue statement of a material fact or omits or will omit to state a material fact necessary to make the statements made herein or therein, in light of the circumstances in which they were made, not misleading.

ARTICLE 4

REPRESENTATIONS AND WARRANTIES CONCERNING BUYER

As a material inducement to Holding Company and Seller to enter into and perform their obligations under this Agreement, Buyer represents and warrants to Holding Company and Seller as follows:

Section 4.1 Organization. Buyer is a Florida state-chartered credit union (federally insured by the NCUA) duly organized, validly existing, and in good standing (to the extent applicable) under the laws of the State of Florida with full power and authority to carry on its

business as now being conducted and to own and operate the properties which it now owns and/or operates. The execution, delivery and performance by Buyer of this Agreement are within Buyer's power and have been duly authorized by all necessary corporation action. This Agreement has been duly executed and delivered by Buyer and constitutes the valid and legally binding obligation of Buyer, enforceable against it in accordance with its terms, subject to the General Exceptions.

Section 4.2 Authorization; No Violations. The execution and delivery of this Agreement and the performance of Buyer's obligations hereunder have been duly and validly authorized by the board of directors of Buyer, do not violate or conflict with Buyer's certificate of authority or by-laws, any applicable law, court order or decree to which Buyer is a party or subject, or by which Buyer is bound, and require no further corporate or member approval on the part of Buyer. The execution and delivery of this Agreement and the performance of Buyer's obligations hereunder do not and will not result in any default or give rise to any right of termination, cancellation or acceleration under any material note, bond, mortgage, indenture or other agreement by which Buyer or its respective properties are bound, which would reasonably be expected to have a Buyer Material Adverse Effect. This Agreement, when executed and delivered, and subject to the approvals described in Section 4.3, will be a valid, binding and enforceable obligation of Buyer, subject to applicable bankruptcy, insolvency, reorganization, moratorium or similar laws affecting creditors generally and to general principles of equity.

Section 4.3 Regulatory Approvals. The information furnished or to be furnished by Buyer for the purpose of enabling Seller or Buyer to complete and file applications for all requisite regulatory approvals is or will be true and complete as of the date so furnished. Except as set forth in the Disclosure Schedule 4.3, there are no facts known to the Buyer which, insofar as Buyer can now reasonably foresee, may have a Material Adverse Effect on the ability of the Buyer to obtain all requisite regulatory approvals or to perform its obligations pursuant to this Agreement.

Section 4.4 Licenses; Permits. Buyer and its subsidiaries hold all material licenses, certificates, permits, franchises and rights from all appropriate federal, state or other Governmental Authorities necessary for the conduct of their respective businesses as currently conducted and the ownership of their respective current assets. There is no pending, or to Buyer's knowledge threatened, litigation against Buyer and its subsidiaries seeking to challenge or prohibit the transactions contemplated by this Agreement.

Section 4.5 Financial Ability. On the Effective Date, Buyer will have all funds necessary to consummate the Merger and pay the aggregate Per Share Merger Consideration and the aggregate payments for the Holding Company stock options payable hereunder and, to the Knowledge of Buyer, will be deemed "well capitalized" by the NCUA upon consummation of the transactions contemplated by this Agreement.

Section 4.6 Litigation. There is no action, suit, proceeding or investigation pending against Buyer, or to the knowledge of Buyer, threatened against or affecting Buyer, before any court or arbitrator or any governmental body, agency or official which alone or in the aggregate would, if adversely determined, adversely affect the ability of Buyer to perform its obligations under this Agreement, which in any manner questions the validity of this Agreement or which

could have a Material Adverse Effect on the financial condition of Buyer. Buyer is not aware of any facts that would reasonably afford a basis for any such action, suit, proceeding or investigation.

Section 4.7 Financial Information. The audited consolidated balance sheet of Buyer as of December 31, 2020, and the related audited consolidated income statement for the year then ended, together with the notes thereto, and in the unaudited periodic financial statements of Buyer as of June 30, 2021 copies of which have been provided to Seller, have been prepared in accordance with GAAP and fairly present, in all material respects, the consolidated financial position and the consolidated results of operations and cash flows of Buyer as of the dates and for the periods indicated.

Section 4.8 Absence of Changes. Except as set forth in Disclosure Schedule 4.8, no events or transactions have occurred since December 31, 2020 which have resulted in a Material Adverse Effect to the Buyer.

Section 4.9 Compliance with Law. The Buyer has all licenses, franchises, permits and other governmental authorizations that are legally required to enable it to conduct its business in all material respects and has conducted its business in compliance in all material respects with all applicable federal, state and local statutes, Laws, regulations, ordinances, rules, judgments, orders or decrees applicable thereto or to the employees conducting such businesses.

Section 4.10 Regulatory Enforcement Matters. Except as set forth in Disclosure Schedule 4.10, the Buyer is not subject to, or has received any written notice or advice that it may become subject to, any order, agreement or memorandum of understanding with any federal or state agency charged with the supervision or regulation of credit union or credit union holding companies or engaged in the insurance of credit union deposits or any other governmental agency having supervisory or regulatory authority with respect to the Buyer.

Section 4.11 Regulatory Approvals. The information furnished or to be furnished by the Buyer for the purpose of enabling the Holding Company, the Seller, or Buyer to complete and file all requisite regulatory applications is or will be true and complete in all material respects as of the date so furnished. There are no facts known to the Buyer, which, insofar as the Buyer can now reasonably foresee, may have a Material Adverse Effect on the ability of Buyer, the Holding Company or the Seller to obtain all requisite regulatory approvals or to perform its obligations pursuant to this Agreement.

Section 4.12 No Omissions. No representations and warranties contained in Article 4 and no statement of information relating to Buyer contained (i) this Agreement (including the Schedules and Exhibits hereto), or (ii) in a certificate or document furnished or to be furnished by or on behalf of Buyer to Holding Company and Seller pursuant to this Agreement, contains or will contain any untrue statement of a material fact or omits or will omit to state a material fact necessary to make the statements made herein or therein, in light of the circumstances in which they were made, not misleading.

ARTICLE 5

AGREEMENTS AND COVENANTS

Section 5.1 Operation in Ordinary Course. (1) From the date hereof to the Closing Date, Holding Company and Seller shall:

(a) operate and manage its business in the ordinary course consistent with past practices, and shall not engage in any transaction affecting the Seller's locations, the Deposits, liabilities, or the Assets except in the ordinary course of business (except that, within 30 days after the date of this Agreement, Seller and Buyer shall develop a plan to transfer all of Seller's Deposits of public depositors to one or more other Qualified Public Depositories prior to the Closing Date, and such plan shall seek to develop other means to maintain the good will and constructive relationships Seller enjoys with such public depositors), and;

(b) use reasonable best efforts to maintain the Seller's locations in a condition substantially the same as on the date of this Agreement, reasonable wear and use excepted;

(c) maintain all books of accounts and records in the usual, regular and ordinary manner in accordance with GAAP and regulatory directives; and

(d) maintain compliance in all materials respects with all laws, regulatory requirements and agreements to which they are subject or by which they are bound.

(2) Without limiting the generality of the foregoing, prior to the Closing Date, Holding Company and Seller shall not without the prior written consent of Buyer, which consent shall not be unreasonably withheld or delayed; *provided, however*, that if Buyer's consent is withheld, Buyer shall notify Holding Company and Seller of such fact in writing within five business days of the request, or such inaction shall be considered the equivalent of prior written consent. Subject to, and in accordance with, the foregoing, Holding Company and Seller shall not:

(a) fail to charge off assets in accordance with GAAP and regulatory directives;

(b) except as set forth in Disclosure Schedule 5.1(2)(b), authorize or enter into any contract or amend, modify or supplement any contract relating to or affecting its operations or involving any of the Assets or liabilities which obligates Seller to expend $25,000 or more;

(c) knowingly and voluntarily doing any act which, or knowingly and voluntarily omitting to do any act the omission of which, likely would result in a breach of any material contract, commitment or obligation of Seller;

(d) make any changes in its accounting systems, policies, principles or practices relating to or affecting its operations or involving any of the Assets or liabilities, except in accordance with GAAP and regulatory requirements;

(e) enter into or renew any data processing service contract;

(f) engage or participate in any material transaction or incur or sustain any material obligation except in the ordinary course of business;

(g) make any new (1) Business Loan in excess of $1,000,000, (2) Residential Mortgage Loan in excess of $1,000,000, (3) Home Equity Loan in excess of $100,000 or with a loan to value ratio in excess of 75%, (4) Unsecured Consumer Loan or Auto Receivable in excess of $75,000, or (5) Loan which is not made in the ordinary course of business; *provided, however*, that, notwithstanding the foregoing, Seller shall have the authority to renew or modify existing performing Loans in the normal course of business;

(h) undertake any actions which are inconsistent with a program to use all reasonable efforts to maintain good relations with its employees and customers;

(i) transfer, assign, encumber, or otherwise dispose of, or enter into any contract, agreement, or understanding to transfer, assign, encumber, or otherwise dispose of, any of the Assets except in the ordinary course of business or except as contemplated by this Agreement, including Section 5.20 and Disclosure Schedule 5.1(2)(i);

(j) invest in any Fixed Assets or improvements in excess of $20,000 for any single item or $100,000 in the aggregate, except for commitments previously disclosed to Buyer in writing, made on or before the date of this Agreement for replacements of furniture, furnishings and equipment, normal maintenance and refurbishing, purchased or made in the ordinary course of business and for emergency and casualty repairs and replacements;

(k) increase or agree to increase the salary, remuneration, or compensation of its employees or pay or agree to pay any uncommitted bonus to any such employees, other than cost of living increases to employees in the ordinary course of business not to exceed 3.0% per employee;

(l) except as expressly provided on Disclosure Schedule 5.1(2)(l), pay incentive compensation or interim bonuses to employees;

(m) enter into any new employment agreements with employees of Seller or any consulting or similar agreements with directors of Seller; provided, however, that Seller shall be permitted to engage the assistance of temporary or contract employees, to the extent Seller deems necessary, to assist Seller in the performance of its obligations under this Agreement;

(n) fail to use its commercially reasonable efforts to preserve its present operations intact, keep available the services of its present officers and employees or to preserve its present relationships with persons having business dealings with it;

(o) amend or modify any of its promotional offers or practices with regard to deposit accounts other than amendments or modifications in the ordinary course of business or otherwise consistent with the provisions of this Agreement;

(p) fail to maintain deposit rates substantially in accord with past standards and practices;

(q) materially change or amend its schedules or policies relating to service charges or service fees;

(r) fail to comply in all material respects with any Contract;

(s) except in the ordinary course of business (including creation of deposit liabilities), enter into repurchase agreements, purchases or sales of federal funds, and sales of certificates of deposit, borrow or agree to borrow any material amount of funds or directly or indirectly guarantee or agree to guarantee any material obligations of others except pursuant to outstanding letters of credit;

(t) purchase or otherwise acquire any investment security for its own account that exceeds $2,000,000 or purchase or otherwise acquire any security other than U.S. Treasury or other governmental obligations (but not including any state or local government obligations) or asset-backed securities issued or guaranteed by United States governmental or other governmental agencies, the Federal Home Loan Bank, Fannie Mae, Freddie Mac, or Federal Farm Credit Bureau, in either case having a stated maturity of one year or less, or engage in any activity that would be inconsistent with the classification of investment securities as either "held to maturity" or "available for sale";

(u) accept any new public deposits, other than routine deposits to existing demand deposit accounts, or renew or roll over any public time deposits at maturity; provided, however, that Buyer and Seller shall work together to mitigate any resulting adverse impact on public depositors within counties served by Seller's banking offices;

(v) except as required by applicable law or regulation: (1) implement or adopt any material change in its interest rate risk management and hedging policies, procedures or practices; (2) fail to follow in all material respects its existing policies or practices with respect to managing its exposure to interest rate risk; or (3) fail to use commercially reasonable means to avoid any material increase in its aggregate exposure to interest rate risk;

(w) issue, sell or otherwise permit to become outstanding, or authorize the issuance of, any additional shares of its capital stock (except pursuant to the exercise of options exercisable for Holding Company Common Stock outstanding on the date of this Agreement), including the issuance of stock options, restricted stock or other equity rewards, or repurchase any of its outstanding capital stock;

(x) except pursuant to Section 5.20, make, declare, pay or set aside for payment any dividend or distribution on its capital stock, or directly or indirectly, adjust, split, combine, redeem, reclassify, purchase or otherwise acquire, any shares of its capital stock;

(y) reduce Seller's Loan loss reserves except in compliance with GAAP and applicable regulatory standards, or fail to maintain an adequate allowance for Loan losses; or

(z) repay any Federal Home Loan Bank advance prior to its stated maturity.

Section 5.2 Access to Information.

(a) To the extent permissible under applicable law and pending the Closing, representatives of Buyer shall, during normal business hours and on reasonable advance notice to Seller, be given reasonable access to Seller's and the Holding Company's records and business activities and be afforded the opportunity to observe their business activities and consult with their officers, employees and vendors regarding the same on an ongoing basis and to plan integration and transition matters; *provided, however*, that the foregoing actions shall not interfere with the business operations of Seller and the Holding Company. Buyer will, and will direct all of its agents, employees and advisors to, maintain the confidentiality of all such information in accordance with Section 10.3.

(b) Notwithstanding anything contained herein to the contrary, neither Seller nor Holding Company shall be required to provide access to or disclose information where such such information, or access to or disclosure of such information, would (i) violate or prejudice the rights or business interests or confidences of any customer, (ii) jeopardize the attorney-client privilege of either Seller or Holding Company, (iii) relate to confidential supervisory information or examination material prepared by or for the use of any Regulator, (iv) contravene any law, rule, regulation, order, judgment, decree, fiduciary duty or binding agreement entered into prior to the date of this Agreement or in the ordinary course of business, or (v) subject to the requirements of Section 5.7, provide access to or disclose information that relates to any negotiation or discussion by the Holding Company or the Seller of an Acquisition Proposal.

Section 5.3 Shareholder Approval. Subject to approval of this Agreement and the transactions contemplated herein by the respective Boards of Directors of Holding Company and Seller, Holding Company shall, call within sixty (60) days following the date of this Agreement a meeting of its shareholders to seek approvals of the Merger, the Consolidation Merger, the Holding Company Restated Articles of Incorporation and the Seller Restated Articles of Incorporation by the Holders of sufficient shares of the Holding Company Common Stock for the requisite shareholder approval and with such shareholder meeting to be held no later than thirty (30) days following the mailing of the proxy materials related thereto. To the extent permitted by, and in accordance with, applicable law, and subject to Buyer's written consent, Holding Company may solicit such shareholder approval by written consent in lieu of, or in advance of, any special meeting of the Holding Company shareholders called for that purpose. If such shareholder approval is obtained by written consent, Holding Company shall then, within 10 days after obtaining such approval by written consent, deliver written notice of such approval, summarizing the material features of the transactions approved, to each Holding Company shareholder who has not consented in writing to such action, and such notice shall also contain a clear statement of the right of shareholders who dissent from the action taken to be paid the fair value of their shares in accordance with the provisions of the FFIC, the FBCA and other applicable law.

Section 5.4 Regulatory Filings. Buyer, Holding Company and Seller shall use commercially reasonable efforts to file all applications, filings, notices, consents, permits, requests, or registrations required to obtain authorizations of the Regulators no later than 15 days following the date of this Agreement, and consents of all third parties necessary to consummate the Merger, Consolidation Merger, and the transactions contemplated by this Agreement

(including the Holding Company Restated Articles of Incorporation, the Seller Restated Articles of Incorporation, and the Special Dividend) as promptly as practicable after the date of this Agreement. Buyer, Holding Company and Seller will use their commercially reasonable efforts to obtain such authorizations from the Regulators and consents from third parties as promptly as practicable and will consult with one another with respect to all such authorizations and consents necessary or advisable for consummation of the Merger, Consolidation Merger, and the transactions contemplated by this Agreement. Each Party will keep the other Parties apprised of the status of material matters relating to applications for approval of the Regulators and consents of third parties to the transactions contemplated by this Agreement. Copies of non-confidential portions of applications and correspondence of each Party with its Regulators in connection with such applications shall be provided promptly to the other Parties. Each of Holding Company, Buyer and Seller agrees that, upon request, it will furnish the other Party or Parties, as the case may be, all information concerning itself and its respective directors, officers and shareholders and such other matters as may be reasonably necessary or advisable in connection with any filing, notice or application made by or on behalf of Buyer, Holding Company or Seller to any third party or the Regulator.

Section 5.5 Commercially Reasonable Efforts. Subject to the terms and conditions of this Agreement, the Parties shall use commercially reasonable efforts to satisfy the various conditions to Closing and to consummate the Merger as soon as reasonably practicable. None of the Parties will intentionally take or intentionally permit to be taken any action that would be in breach of the terms or provisions of this Agreement (including any action that would impair or impede the timely receipt of the regulatory approvals referenced in Sections 7.4 and 8.4) or that would cause any of the representations contained herein to be or become untrue.

Section 5.6 Business Relations and Publicity. Holding Company and Seller shall use commercially reasonable efforts to preserve the reputation and relationship of Seller and Holding Company with suppliers, clients, customers, employees, and others having business relations with Seller or the Holding Company. Buyer, Holding Company and Seller shall coordinate all publicity relating to the transactions contemplated by this Agreement and, except as otherwise required by applicable law or with respect to employee information meetings conducted on a need-to-know basis, and except as otherwise required by applicable law no Party shall issue any press release, publicity statement or other public notice or communication, whether written or oral, relating to this Agreement or any of the transactions contemplated hereby without obtaining the prior consent of the other, which consent shall not be unreasonably withheld, conditioned or delayed. Nothing herein shall impose any restrictions or limitations on Buyer with respect to disclosures that are required by any state or federal securities law.

Section 5.7 No Conduct Inconsistent with this Agreement.

(a) Seller and Holding Company shall not during the term of this Agreement, directly or indirectly, solicit, facilitate or encourage, by furnishing information concerning Seller's business or financial records or otherwise, inquiries or proposals or enter into any agreement with respect to, or initiate or participate in any negotiations or discussions with any person or entity concerning, any proposed transaction or series of transactions involving or affecting Seller or the Holding Company (or the securities or assets of either) that, if effected, would constitute (i) any merger, consolidation, recapitalization, share exchange, liquidation,

dissolution or similar transaction involving Holding Company or Seller, (ii) any transaction pursuant to which any third party or group acquires or would acquire (whether through sale, lease or other disposition), directly or indirectly, 15% or more of the assets or voting securities of Seller or Holding Company, (iii) any tender offer or exchange offer that, if consummated, would result in any third party or group beneficially owning 15% or more of any class of equity securities of Seller or Holding Company, or (iv) any transaction which is similar in form, substance or purpose to any of the forgoing transactions, or any combination of the forgoing, or furnish any information to any person or entity proposing or seeking any of the foregoing transactions (each, an "Acquisition Proposal"), or furnish any information to any person or entity proposing or seeking an Acquisition Proposal.

(b) Notwithstanding the foregoing, in the event that Seller's or Holding Company's board determines in good faith and after consultation with outside legal counsel, that an Acquisition Proposal which was not solicited by or on behalf of Seller or Holding Company and did not otherwise result from a breach of Section 5.7(a) constitutes or is reasonably likely to result in a Superior Acquisition Proposal (as defined herein) and that failure to pursue such Acquisition Proposal could result in a breach of its fiduciary duties under applicable law, Seller's or Holding Company's board may, so long as each of Seller Holding Company complies at all times with its obligations under Section 5.7(c), (i) furnish information with respect to Seller to such person or entity making such Acquisition Proposal pursuant to a customary confidentiality agreement, (ii) participate in discussions or negotiations regarding such Acquisition Proposal, (iii) withdraw, modify or otherwise change Seller's or Holding Company's recommendation to its shareholders with respect to this Agreement and the transactions contemplated by this Agreement in a manner adverse to Buyer, or (iv) terminate this Agreement in order to concurrently enter into an agreement with respect to such Acquisition Proposal; *provided, however*, that neither Seller's nor Holding Company's board may terminate this Agreement pursuant to this Section 5.7(b) unless and until (A) five (5) business days have elapsed following the delivery to Buyer of a written notice of such determination by Seller's or Holding Company's board, as the case may be, and during such five (5) business-day period each of Seller and Holding Company otherwise cooperates with Buyer with the intent of enabling the Parties to engage in good faith negotiations so that the Merger and other transactions contemplated hereby may be effected, and (B) at the end of such five (5) business-day period Seller's or Holding Company's board continues, in good faith and after consultation with outside legal counsel, to believe the Acquisition Proposal at issue constitutes a Superior Acquisition Proposal. A "Superior Acquisition Proposal" shall mean an Acquisition Proposal (excluding any Acquisition Proposal the terms of which were made known to Seller's or Holding Company's board prior to the date of this Agreement) containing terms which Seller's or Holding Company's board determines, in its good faith judgment, to be more favorable to Holding Company's shareholders from a financial point of view than the Merger.

(c) In addition to the obligations of Seller and Holding Company set forth in Sections 5.7(a) and 5.7(b), Seller and Holding Company shall within forty-eight (48) hours advise Buyer orally and in writing of any request for information or of any Acquisition Proposal, the material terms and conditions of such request or Acquisition Proposal and the identity of the person or entity making such request or Acquisition Proposal. Seller and Holding Company shall keep Buyer reasonably informed of the status and details (including amendments or

proposed amendments) of any such request or Acquisition Proposal, including the status of any discussions or negotiations with respect to any Superior Acquisition Proposal.

Section 5.8 Board and Committee Meetings. Holding Company and Seller shall provide Buyer with copies of minutes and consents from all of its board and committee meetings (if any) no later than ten business days after the conclusion of such meetings, except for (i) any confidential discussion of this Agreement and the transactions contemplated hereby, (ii) any third party proposal to acquire control of Seller or Holding Company or any other matter that has been determined to be confidential, and (iii) information the disclosure of which would violate or prejudice the rights of its customers, jeopardize the attorney-client privilege of Seller or Holding Company, (iv) confidential supervisory information or examination material of any Regulator, or (v) information the disclosure of which would contravene any law, rule, regulation, order, judgement, decree, fiduciary duty or binding agreement entered into prior to the date of this Agreement or in the ordinary course of business.

Section 5.9 Disclosure Schedules, Updates and Notifications.

(a) From and after the date hereof to the Effective Time, if any Party becomes aware of any facts, circumstances or of the occurrence or impending occurrence of any event that does or could reasonably be expected to cause one or more of such Party's representations and warranties contained in this Agreement to be or to become inaccurate, misleading, incomplete or untrue in any material respect as of the Closing Date, such Party shall promptly give detailed written notice thereof to the other Parties and use reasonable and diligent efforts to change such facts or events to make such representations and warranties true, unless the same shall have been waived in writing by the other Party. In addition, from and after the date hereof to the Effective Time, and at and as of the Effective Time, each Party shall supplement or amend any of its representations and warranties which apply to the period after the date hereof by delivering monthly written updates ("Disclosure Schedule Updates") to the other Party with respect to any matter hereafter arising and not disclosed herein or in the Disclosure Schedules that would render any such representation or warranty after the date of this Agreement materially inaccurate or incomplete as a result of such matter arising. The Disclosure Schedule Updates shall be provided by each Party to the other Parties on or before the 15th day of each calendar month. A matter identified in a Disclosure Schedule Update that causes any warranty or representation to be breached shall not cure or be deemed to cure such breach solely by reason of such disclosure.

(b) Holding Company's and Seller's disclosure of a matter in the Disclosure Schedules, including, without limitation, the disclosure of a pending litigation matter, regulatory proceeding, governmental audit or investigation or potential environmental condition, shall not prevent any future adverse development that may occur with respect to such matter from being a breach of the warranties and representations contained in Article 3 or on any Disclosure Schedule delivered pursuant thereto.

(c) Buyer's disclosure of a matter in the Schedules shall not prevent any future adverse development that may occur with respect to such matter from being a breach of the warranties and representations contained in Article 4 or on any Disclosure Schedule delivered pursuant thereto.

Section 5.10 Indemnification.

(a) For a period of six (6) years after the Closing Date, Buyer shall indemnify, defend and hold harmless the present and former directors, officers and employees of Seller and Holding Company, and all such directors, officers and employees of Seller and Holding Company and their subsidiaries serving as fiduciaries under any of the respective Employee Benefits Plans of Seller and Holding Company (the "Indemnified Parties") to the fullest extent allowable under the FBCA against all costs and expenses (including reasonable attorneys' fees, expenses and disbursements), judgements, fines, losses, claims, damages, settlements or liabilities incurred in connection with any claim, action, suit, proceeding or investigation, whether civil, criminal, administrative or investigative (each, a "Claim"), arising out of or pertaining to the fact that the Indemnified Party is or was a director, officer, employee, or fiduciary of Seller or Holding Company or their subsidiaries or is or was serving at the request of Seller or Holding Company and their subsidiaries as a director, officer, manager, employee, trustee or agent of any other corporation, limited liability company, partnership, joint venture, trust or other business or non-profit enterprise (including any Employee Benefit Plan), whether asserted or claimed prior to, at or after the Closing Date (including with respect to the consummation of the transactions contemplated by this Agreement), and provide advancement of expenses to the Indemnified Parties (provided that the Indemnified Party to whom expenses are advanced provides an undertaking to repay advances if it shall be determined that such Indemnified Party is not entitled to be indemnified pursuant to the FBCA).

(b) Buyer shall (and Seller and Holding Company shall cooperate prior to the Closing Date) maintain in effect for a period of at least six (6) years after the Closing Date, Seller's and Holding Company's existing directors' and officers' liability insurance policy (provided that Buyer may substitute therefor (i) policies with comparable coverage and containing terms and conditions which are substantially no less advantageous or (ii) with the consent of Seller and Holding Company (given prior to the Closing Date) any other policy with respect to claims arising from facts or events which occurred on or prior to the Closing Date and covering persons who are currently covered by such insurance) provided, that Buyer shall not be obligated to make premium payments for such six (6) year period in respect of such policy (or coverage replacing such policy) which exceed, for the portion related to Seller's and Holding Company's directors and officers, $25,000 (the "Maximum Amount"). If the amount of premium payments that is necessary to maintain or procure such insurance coverage exceeds the Maximum Amount, Buyer shall use its commercially reasonable efforts to maintain the most advantageous policies of director's and officer's liability insurance obtainable for a premium equal to the Maximum Amount or may request Seller and/or Holding Company to procure tail coverage, at Buyer's expense, at a single premium cost equal to the Maximum Amount.

(c) Any Indemnified Party wishing to claim indemnification under this Section 5.10 shall promptly notify Buyer upon learning of any Claim, provided that failure to so notify shall not affect the obligation of Buyer under this Section 5.10 unless, and only to the extent that, Buyer is actually and materially prejudiced in the defense of such Claim as a consequence. In the event of any such Claim (whether arising before or after the Effective Time), (i) Buyer shall have the right to assume the defense thereof and Buyer shall not be liable to such Indemnified Parties for any legal expenses of other counsel or any other expenses subsequently incurred by such Indemnified Parties in connection with the defense thereof, unless

such Indemnified Party is advised in writing by counsel that the defense of such Indemnified Party by Buyer would create an actual or potential conflict of interest (in which case, Buyer shall not be obligated to reimburse or indemnify any Indemnified Party for the expenses of more than one such separate counsel for all Indemnified Parties, in addition to one local counsel in the jurisdiction where defense of any Claim has been or is to be asserted), (ii) the Indemnified Parties will cooperate in the defense of any such matter, (iii) Buyer shall not be liable for any settlement effected without its prior written consent (which consent shall not be unreasonably withheld, conditioned or delayed) and Buyer shall not settle any Claim without such Indemnified Party's prior written consent (which consent shall not be unreasonably withheld, conditioned or delayed), and (iv) Buyer shall have no obligation hereunder in the event that a federal or state banking agency or a court of competent jurisdiction shall determine that indemnification of an Indemnified Party in the manner contemplated hereby is prohibited by applicable laws and regulations.

(d) If Buyer or any of its successors and assigns (i) shall consolidate with or merge into any other corporation or entity and shall not be the continuing or surviving corporation or entity of such consolidation or merger or (ii) shall transfer all or substantially all of its property and assets to any individual, corporation or other entity, then, in each such case, proper provision shall be made so that the successors and assigns of Buyer and its Subsidiaries shall assume the obligations set forth in this Section 5.10.

(e) These rights shall survive consummation of the Merger and are intended to benefit, and shall be enforceable by, each Indemnified Party and his or her heirs representatives or administrators. After the Closing, the obligations of Buyer under this Section 5.10 shall not be terminated or modified in such a manner as to adversely affect any Indemnified Party unless the affected Indemnified Party shall have consented in writing to such termination or modification. If any Indemnified Party makes any claim for indemnification or advancement of expenses under this Section 5.10 that is denied by Buyer, and a court of competent jurisdiction determines that the Indemnified Party is entitled to such indemnification or advancement of expense, then Buyer shall pay such Indemnified Party's costs and expenses, including legal fees and expenses, incurred in connection with enforcing such claim against Buyer. If any Indemnified Party makes any claim for indemnification or advancement of expenses under this Section 5.10 that is denied by Buyer, and a court of competent jurisdiction determines that the Indemnified Party is not entitled to such indemnification or advancement of expense, the Indemnified Party shall pay Buyer's costs and expenses, including legal fees and expenses, incurred in connection with defending such claim against the Indemnified Party.

(f) Nothing in this Agreement is intended to, shall be construed to or shall release, waive or impair any rights to directors' and officers' insurance claims under any policy that is or has been in existence with respect to Holding Company or Seller or any of their subsidiaries for any of their respective directors, officers or other employees, it being understood and agreed that the indemnification provided for in this Section 5.10 is not prior to or in substitution for any such claims under such policies.

Section 5.11 Financial Statements. Prior to the Closing Date, Seller and Holding Company shall deliver to Buyer a monthly balance sheet and income statement of Seller and the Holding Company as of the end of each month promptly after they become available. Such

monthly financial statements shall be prepared consistent with past practice and in conformity in all material respects with GAAP (excluding footnote disclosure and subject to normal, recurring year-end adjustments) applied on a basis consistent with the Holding Company and Seller Financial Statements described in Section 3.3.

Section 5.12 Employee Benefit Plans. To the extent permitted by applicable legal requirements, upon the written request of Buyer, Seller and the Holding Company shall make such changes to the Employee Benefit Plans and shall take such actions with respect to such plans as may be necessary to amend or terminate Seller's Employee Benefit Plans, benefits, contracts and arrangements, in accordance with the provisions of Article 6 of this Agreement, on or before the Closing on terms reasonably acceptable to Buyer; provided, however, that neither Holding Company nor Seller shall be obligated to take any such required action that is irrevocable until immediately prior to the Effective Time.

Section 5.13 Pre-Closing Adjustments. Seller agrees that it shall: (a) make any accounting adjustments or entries to its books of account and other financial records; (b) make or not make additional provisions to Seller's allowance for Loan and lease losses; (c) sell or transfer any investment securities held by it; (d) charge-off any Loan; (e) create any new reserve account or make additional provisions to any other existing reserve account; (f) make changes in any accounting method; (g) accelerate, defer or accrue any anticipated obligation, expense or income item; and (h) make any other adjustments which would affect the financial reporting of Holding Company and/or Seller, on a consolidated basis after the Effective Time, in any case as Buyer shall reasonably request; provided, however, that neither Seller nor Holding Company shall be obligated to take any such requested action until immediately prior to the Closing and at such time as Seller shall have received reasonable assurances in writing that all conditions precedent to Buyer's obligations under this Agreement (except for the completion of actions to be taken at the Closing) have been satisfied, and no such adjustment which Seller or Holding Company would not have been required to make but for the provisions of this Section 5.13 in and of itself shall result in a breach of any warranty or representation made herein, have any effect on the Seller's Minimum Equity, change the amount of the Merger Consideration to be paid to the Holders or the amounts to be paid to the holders of Holding Company stock options pursuant to Article 2, or delay the Closing or Buyer's receipt of the required regulatory approvals of the Merger, the Consolidation Merger and all other transactions contemplated by this Agreement.

Section 5.14 Tax Returns and Tax Filings. Neither Seller nor Holding Company shall make any election inconsistent with prior tax returns or elections or settle or compromise any liability with respect to taxes without prior written notice to Buyer or as otherwise required by applicable law. Each of Seller and Holding Company shall timely file all tax returns required to be filed prior to the Closing; provided, however, that each such Tax Return shall be delivered to Buyer for its review at least fifteen (15) business days prior to the anticipated date of filing of such Tax Return. Following the Effective Time, Buyer shall prepare (or cause to be prepared) and timely file (or cause to be timely filed) all tax returns for Seller for all periods ending on or before the Effective Time that are required to be filed by Seller after the Effective Time. If Seller or the Continuing Entity is permitted or required, under applicable federal, state or local income Tax laws, to treat the Closing Date as the last day of a taxable period, then such day shall be treated as the last day of a taxable period.

Section 5.15 Transaction Expenses. Immediately prior to the Closing, Holding Company and Seller shall have paid all the costs and expenses incurred in connection with the transactions contemplated by this Agreement pursuant to Section 10.1(b).

Section 5.16 Consolidation Merger Agreement. Concurrently with the execution and delivery of this Agreement, the boards of directors of Holding Company and Seller shall have adopted resolutions approving, and shall have caused Holding Company and Seller, respectively to sign, deliver and enter into, the Consolidation Merger Agreement in substantially the form set forth in Exhibit A-1, and shall have provided to Buyer a copy of the signed Consolidation Merger Agreement.

Section 5.17 Shareholder Voting Agreement. Concurrently with the execution and delivery of this Agreement, and as a material condition to Buyer's willingness to enter into this Agreement, Holding Company and Seller have caused each of their respective directors to execute and deliver the Shareholder Voting Agreement in the form attached hereto as Exhibit B-1.

Section 5.18 Non-Disclosure, Non-Competition and Non-Solicitation Agreement. Concurrently with the execution and delivery of this Agreement and effective upon the Closing, Holding Company and Seller have caused each of their respective directors to execute and deliver the Non-Disclosure, Non-Competition and Non-Solicitation Agreement in the form attached hereto as Exhibit B-2.

Section 5.19 Claims Letters. Concurrently with the execution and delivery of this Agreement and effective upon the Closing, Holding Company and Seller have caused each of their respective directors to execute and deliver the Claims Letter in the form attached hereto as Exhibit B-3.

Section 5.20 Repayment of Subordinated Debt; Special Dividend. Holding Company and Seller shall apply for any and all required approvals of Regulators to repay and redeem all Holding Company subordinated debt instruments and securities (the "Holding Company Debt"), including, without limit, Holding Company's Subordinated Debentures Due 2025, at or prior to the closing of the Consolidation Merger; and, to the extent necessary, Seller shall apply for any and all required approvals of Regulators to pay a special cash dividend to Holding Company (the "Special Dividend") in an amount sufficient for Holding Company to repay in full all amounts owed by Holding Company with respect to the Holding Company Debt, and Holding Company shall repay such amount in full at or prior to the closing of the Consolidation Merger (with the amount of such Holding Company Debt (together with accrued and unpaid interest and fees) as of June 30, 2021 as set forth on Disclosure Schedule 5.20).

ARTICLE 6

EMPLOYEE BENEFIT MATTERS

Section 6.1 Employees.

(a) Buyer and Seller will establish a mutually acceptable process for the interview of Seller's employees for continued employment by Buyer; and Seller will give Buyer

a reasonable opportunity to conduct such interviews.

(b) Before Closing, with Seller's prior consent (which consent shall not be unreasonably withheld), Buyer may conduct such training and other programs as it may, in its reasonable discretion and at its sole expense, elect to provide for those employees who accept an offer of employment from Buyer; *provided, however*, that such training and other programs shall not interfere with or prevent the performance of the normal business operations of Seller in any material respects.

(c) Buyer agrees that those employees of Seller who become employees of Buyer on the Closing Date ("Former Seller Employees"), will, while they remain employees of Buyer after the Closing Date, be eligible to participate in all Buyer benefit plans to the same extent such plans are available to Buyer employees, including health, dental and vision insurance, life insurance, short and long-term disability insurance, 401(k) and profit-sharing plan. Except as hereinafter provided, at the Closing Date, Buyer will amend or cause to be amended each employee benefit and welfare plan of Buyer in which the Former Seller Employees are eligible to participate, to the extent necessary and allowable under applicable law so that as of the Closing Date:

(i) such plans take into account, only for purposes of eligibility to participate and vesting, the service of such employees with Seller as if such service were with Buyer;

(ii) Former Seller Employees are not subject to any waiting periods or pre-existing condition limitations under the medical, dental and health plans of Buyer in which they are eligible to participate and may commence participation in such plans on the Closing Date and receive credit under such plans for expenses incurred by such Former Seller Employees and their covered dependents in the year that includes the Closing for purposes of any applicable co-payment, deductibles and annual out-of-pocket expense requirements under any such plans;

(iii) for purposes of determining the entitlement of Former Seller Employees to sick leave and vacation pay following the Closing Date, the service of such employees with Seller shall be treated as if such service were with Buyer;

(iv) Former Seller Employees are first eligible to participate and will commence participating in Buyer's qualified retirement plans on the first entry date coinciding with or following the Closing Date; and

(v) Former Seller Employees may elect to bring over unused paid time off in an amount not to exceed an amount granted to such Former Seller Employee for a calendar year.

Section 6.2 Employment Contracts and Employee Benefit Plans. Buyer is not assuming, nor shall it have responsibility for the continuation of, or any liabilities under:

(a) any employment, severance or change in control contract, salary continuation or other supplemental employee retirement plan or any split-dollar plan or

arrangement providing for insurance coverage or for deferred compensation, bonuses, or other forms of incentive compensation or post-retirement compensation or benefits, written or implied, which is entered into or maintained, as the case may be, by Seller; or

(b) any Employee Benefit Plan as maintained, administered, or contributed to by Seller and covering any of its employees.

(c) Except as otherwise expressly agreed by Buyer in writing, all such Employee Benefit Plans, and other agreements and benefits described in paragraphs (a) and (b) of this Section 6.2 shall be terminated immediately prior to the Effective Time, all accrued benefits thereunder shall be paid by Seller in full, and Seller shall have received from each beneficiary thereunder who receives a payment of such accrued benefits a receipt with respect to such payment, and a release of Seller, in form and substance acceptable to Buyer, from any further obligation or liability with respect to such all such plans, arrangements and agreements.

(d) Disclosure Schedule 6.2(d) lists the individual change in control, salary continuation, split-dollar life insurance and any other supplemental executive retirement plan payments that will be made by Seller to beneficiaries of all such arrangements pursuant to Section 6.2(c).

Section 6.3 Employee Severance.

(a) If, within six (6) months after the Closing Date, any Former Seller Employee who does not have a commensurate position with the Buyer is terminated by the Buyer other than "for cause" or as a result of unsatisfactory job performance, then Buyer shall pay severance to such Former Seller Employee in an amount equal to one week of base salary for each 12 months of such Former Seller Employee's prior employment with Seller; provided, however, that in no event will the total amount of severance for any single Former Seller Employee be less than two (2) weeks of such base salary or greater than twenty-one (21) weeks of such salary. Any severance to which a Former Seller Employee may be entitled in connection with a termination occurring more than six (6) months after the Closing Date will be in accordance with Buyer's standard severance policy as then in effect. Notwithstanding the foregoing, no severance shall be paid to any Former Seller Employee who is entitled to receive a change in control payment in connection with the transactions contemplated by this Agreement.

(b) not later than thirty (30) days prior to the Closing Date, Buyer shall provide Schedule 6.3(b) setting forth the names of the Former Seller Employees to whom the Buyer shall pay a stay bonus after the Closing and also setting forth the compensation to be paid by Buyer to each such Former Seller Employee, which shall be in addition to any severance payments such Former Seller Employee shall otherwise be entitled to pursuant to Section 6.3(a).

ARTICLE 7

CONDITIONS PRECEDENT TO OBLIGATIONS OF BUYER

Unless the conditions are waived by Buyer, all obligations of Buyer under this Agreement are subject to the fulfillment, on or before the Closing, of each of the following

conditions:

Section 7.1 Performance. Each of the acts and undertakings and covenants of Holding Company and Seller to be performed at or before the Closing pursuant to this Agreement shall have been duly performed in all material respects.

Section 7.2 Representations and Warranties. The representations and warranties of Holding Company and Seller contained in Article 3 of this Agreement shall be true, correct and complete in all material respects on and as of the Closing Date (unless they speak to an earlier date) with the same effect as though made on and as of the Closing Date.

Section 7.3 Closing Certificate. Buyer shall have received a certificate of Seller signed by the chief executive officer or the chief financial officer of Seller, dated as of the Closing Date, certifying in such detail as Buyer may reasonably request, as to the fulfillment of the conditions to the obligations of Buyer set forth in this Agreement that are required to be fulfilled by the Holding Company and the Seller on or before the Closing.

Section 7.4 Regulatory and Other Approvals. Buyer shall have obtained, in accordance with the filings and requests set forth in Section 5.4, the approval of the Regulators and all other appropriate Governmental Authorities of the transactions contemplated by this Agreement, including the Merger and Consolidation Merger contemplated by the Consolidation Merger Agreement (and no such regulatory approval shall contain a Burdensome Condition), all required regulatory waiting periods shall have expired, and there shall be pending on the Closing Date no motion for rehearing or appeal from such approval or any suit or action seeking to enjoin the Merger or to obtain substantial damages in respect of such transaction. A "Burdensome Condition" shall mean, a prohibition, limitation or other requirement which would involve any restriction, condition, requirement or limitation which would reasonably be expected to have a Material Adverse Effect on Buyer after giving effect to the Merger. There shall be pending on the Closing Date no motion for rehearing or appeal from such approval or any suit or action seeking to enjoin the Merger or to obtain substantial damages in respect of such transaction.

Section 7.5 No Litigation. No suit or other action shall have been instituted or threatened in writing seeking to enjoin the consummation of the Merger or the Consolidation Merger or to obtain other relief in connection with this Agreement or the transactions contemplated herein that Buyer believes, in good faith, makes it undesirable or inadvisable to consummate the Merger or the Consolidation Merger by reason of the probability that the proceeding would result in the issuance of an order enjoining the Merger, the Consolidation Merger, or in a determination that Seller or Holding Company has failed to comply with applicable legal requirements of a material nature in connection with the Merger or the Consolidation Merger or actions preparatory thereto or would have a Material Adverse Effect on Holding Company or Seller.

Section 7.6 No Material Adverse Changes. Between the date of this Agreement and the Closing, neither Holding Company nor Seller shall have experienced a Material Adverse Effect.

Section 7.7 Approvals and Consents. Holding Company and Seller shall have obtained or caused to be obtained all required shareholder approvals of the Merger, the Consolidation Merger, the Holding Company Restated Articles of Incorporation and the Seller Restated Articles of Incorporation as may be required by law and the articles of incorporation and bylaws of Holding Company and Seller, respectively, and all third-party consents as are determined by Buyer to be advisable under the contracts set forth on Schedule 3.14 of the Seller Disclosure Schedule, each of which shall be satisfactory to Buyer in form and substance.

Section 7.8 Dissenters. The Holders of not more than 10% of the shares of Holding Company or Seller Common Stock shall have given written demand for dissenters' rights in accordance with the Dissenting Laws.

Section 7.9 Tax Opinion. Within not less than ten (10) days prior to the Closing Date, Buyer shall have received a draft tax opinion of its accountants as to the financial effects to Buyer of the transactions contemplated by this Agreement with respect to any federal income tax obligations of Holding Company or Seller attributable to the transactions contemplated by this Agreement that may become due and payable after the Closing Date.

Section 7.10 Consolidation Merger Agreement. The Consolidation Merger shall have been completed immediately prior to the Effective Time as contemplated by this Agreement.

Section 7.11 Change in Control and Other Payments. Pursuant to Section 6.2(d), Buyer shall have received from each of the recipients of the Change in Control payments, Salary Continuation, Split Dollar life insurance agreements and any other Supplemental Executive Retirement Plan payouts listed in Disclosure Schedule 6.2(d) a signed receipt of such payments in full and release of all claims related to such payments in form and substance reasonably satisfactory to Buyer.

Section 7.12 Indebtedness. Holding Company and Seller shall have delivered to Buyer prior to the Closing Date, payoff letters or other documentary evidence, in form and substance reasonably satisfactory to Buyer, that all items of indebtedness of Holding Company and Seller other than short term obligations arising in the ordinary course consistent with past practice, but, in any case, including but not limited to the subordinated debt listed in Disclosure Schedule 5.20, together with full releases of security agreements, financing statements and other all liens of any kind on assets of Holding Company or Seller, as the case may be, have been paid, satisfied or discharged in full by Holding Company or Seller as appropriate prior to the Closing Date.

Section 7.13 Potential 280G Issues. Buyer shall be satisfied in its sole discretion, either through mutually agreeable pre-Closing amendments or otherwise, that Seller shall have taken all reasonably necessary steps such that the Merger will not trigger and "excess parachute payment" (as defined in Section 280G of the IRC) under any employment agreements, change in control agreements, Seller Employee Benefit Plans, supplemental compensation, retirement or similar arrangements between Seller or Holding Company and any officers, directors or employees thereof.

Section 7.14 Other Agreements and Documents. None of the Voting Agreements, Non-Competition Agreements or Claims Letters delivered to Buyer pursuant to this Agreement shall

have been amended, revoked or terminated by any party thereto, and Buyer shall have received at the Closing such other customary documents, certificates, or instruments as Buyer may have reasonably requested evidencing compliance by Seller with the terms and conditions of this Agreement.

ARTICLE 8

CONDITIONS PRECEDENT TO OBLIGATIONS OF HOLDING COMPANY AND SELLER

Unless the conditions are waived by Holding Company and Seller, all obligations of Holding Company and Seller under this Agreement are subject to the fulfillment, on or before the Closing, of each of the following conditions:

Section 8.1 Performance. Each of the acts and undertakings and covenants of Buyer to be performed at or before the Closing pursuant to this Agreement shall has been duly performed in all material respects.

Section 8.2 Representations and Warranties. The representations and warranties of Buyer contained in Article 4 of this Agreement shall be true, correct and complete in all material respects on and as of the Closing Date (unless they speak to an earlier date) with the same effect as though made on and as of the Closing Date.

Section 8.3 Closing Certificates. Holding Company and Seller shall have received a certificate of Buyer signed by a senior executive officer of Buyer, dated as of the Closing Date, certifying in such detail as Holding Company and Seller may reasonably request, as to the fulfillment of the conditions to the obligations of the Holding Company and Seller as set forth in this Agreement that are required to be fulfilled by Buyer on or before the Closing.

Section 8.4 Regulatory and Other Approvals. Holding Company and Seller shall have obtained in accordance with Section 5.4 the approval of the Regulators and all other appropriate Governmental Authorities of the transactions contemplated by this Agreement, including the Merger, the Consolidation Merger contemplated by the Consolidation Merger Agreement, the Special Dividend, and all required regulatory waiting periods shall have expired.

Section 8.5 Shareholder Approval. Holding Company shall have obtained the approval of this Agreement and the Merger and the other transactions contemplated hereby, including Consolidation Merger Agreement, the Consolidation Merger, the Holding Company Restated Articles of Incorporation, and the Seller Restated Articles of Incorporation by its shareholders as contemplated by Section 5.3.

Section 8.6 Fairness Opinion. Seller's board of directors shall have received an opinion to the effect that, as of the date of such opinion, and based upon and subject to factors and assumptions set forth therein, the consideration to be received in the Merger is fair, from a financial point of view, to the Seller and its shareholders. The foregoing opinion shall be from such firm and in such form as reasonably required by the board.

Section 8.7 Tax Opinion. Within ten (10) business days following the date of this Agreement, Holding Company shall have received a draft of a tax opinion from the accountants for Holding Company and Seller as to the income tax consequences of the Merger to Holding Company's shareholders (who are Holders of shares of Seller Common Stock at the Effective Time) who own such shares for investment purposes, and that (a) any shares held for investment purposes would be considered a capital asset under the Code Section 1221, (b) any such gain or loss would be considered a capital gain or loss, and (c) the only recognition of taxable income shall be in connection with the Merger (and not the Consolidation Merger) and there shall have been no change in such tax opinion as of the Effective Time.

Section 8.8 Delivery of Certificates. The proper officers of Buyer shall have executed and delivered to the Holding Company and Seller all such certificates, statements or instruments as may be necessary or appropriate to satisfy any filing requirements of a Regulator or other Governmental Authority.

Section 8.9 No Litigation. No suit or other action shall have been instituted or threatened in writing seeking to enjoin the consummation of the Merger or Consolidation Merger or to obtain other relief in connection with this Agreement or the transactions contemplated herein that Holding Company and Seller believe makes it undesirable or inadvisable to consummate the Merger or Consolidation Merger by reason of the probability that the proceeding would result in the issuance of an order enjoining the Merger or Consolidation Merger or in a determination that Buyer has failed to comply with applicable legal requirements of a material nature in connection with the Merger or Consolidation Merger or actions preparatory thereto.

Section 8.10 Other Documents. Seller shall have received at the Closing all such other customary documents, certificates, or instruments as it may reasonably have requested evidencing compliance by Buyer with the terms and conditions of this Agreement.

ARTICLE 9

NON-SURVIVAL OF REPRESENTATIONS, WARRANTIES AND COVENANTS

Section 9.1 Non-Survival. None of the representations, warranties, covenants and agreements in this Agreement shall survive the Effective Time, except for those covenants or agreements contained herein which by their terms apply in whole or in part after the Effective Time, including, but not limited to Article 1, Article 2, Section 5.10, Section 5.12, Articles 6, Article 9, and Article 10.

ARTICLE 10

GENERAL

Section 10.1 Expenses.

(a) Except as otherwise provided in Article 2 and this Section 10.1, all costs and expenses incurred in the consummation of this transaction, including any brokers' or finders' fees, shall be paid by the Party incurring such cost or expense. Notwithstanding the foregoing, in

any action between the Parties seeking enforcement of any of the terms and provisions of this Agreement or in connection with any of the property described herein, the prevailing party in such action shall be awarded, in addition to damages, injunctive or other relief, its reasonable costs and expenses, not limited to taxable costs, and reasonable attorneys' fees and expenses as determined by the court.

(b) All costs and expenses reasonably estimated to have been incurred by Seller or Holding Company shall either be paid or accrued for on or prior to the Closing Date and shall be reflected in the Seller's Tangible Equity computation pursuant to Section 10.2.

(c) In the event that this Agreement is terminated pursuant to Section 10.2(g) (Superior Acquisition Proposal), then Seller shall pay to Buyer a termination fee equal to $3,500,000. Notwithstanding anything contained in this Section 10.1(c), any such sum paid pursuant to this Section 10.1(c) shall constitute liquidated damages and the receipt thereof shall be Buyer's sole and exclusive remedy under this Agreement.

Section 10.2 Termination. This Agreement shall terminate and be of no further force or effect as between the parties, except as to liability for a willful and material breach of any duty or obligation arising prior to the date of termination:

(a) By Seller or Buyer after the expiration of ten (10) days after any Regulator shall have denied or refused to grant the approvals or consents required under this Agreement to be obtained pursuant to this Agreement, unless within said ten (10) day period Buyer and Seller agree to submit or resubmit an application to, or appeal the decision of, the regulatory authority which denied or refused to grant approval thereof; provided, that, the denial or refusal of approval or consent required to be obtained is not the result of a breach of this Agreement by the Party seeking to terminate this Agreement;

(b) By the non-breaching Party after the expiration of twenty (20) days from the date that a Party hereto has given notice to the another Party of such other Party's material breach or misrepresentation of any obligation, warranty, representation, or covenant in this Agreement; *provided, however*, that no such termination shall take effect if within said twenty (20) Business Day period the Party so notified shall have fully and completely corrected the grounds for termination as specified in such notice; *provided further, however*, that no such termination shall take effect if within twenty (20) days of the failure by the notified Party to make such correction within said twenty (20) day period, the notifying Party delivers to the notified Party a written election not to terminate this Agreement notwithstanding such breach or misrepresentation, and any such election to proceed shall not waive such Party's right to seek damages or other equitable relief;

(c) By Seller or Buyer if the transactions provided for in this Agreement are not consummated within 270 days following the date of this Agreement, unless the date is extended by the mutual written agreement of the Parties, provided a Party that is then in breach of this Agreement shall not be entitled to exercise such right of termination;

(d) The mutual written consent of the Parties to terminate;

(e) By Buyer if the Seller's Tangible Equity as of the Closing Date is less than

$35,000,000;

(f) By Buyer if Seller's allowance for Loan losses as of the Closing Date is less than 0.75% of Seller's total Loans; or

(g) by the Holding Company or the Seller if, without breaching Section 5.7, the Holding Company or the Seller shall enter into a definitive agreement with a third party providing a Superior Proposal.

For the purposes of Section 10.2(e), "Seller's Tangible Equity" is defined as the total of Seller's total shareholders' equity after the closing of the Consolidation Merger, as that term is calculated in accordance with GAAP and in accordance with applicatory regulatory requirements (1) less goodwill and any other intangible assets (excluding any deferred tax asset); (2) less any unrealized gains (and plus any unrealized losses) in Seller's investment securities portfolio due to mark-to-market adjustments; *but excluding* expenses incurred by Holding Company and Seller in connection with the transactions contemplated by this Agreement (including legal, accounting, and investment banking fees), and change in control, salary continuation, supplemental retirement and severance payments to be made by Holding Company and the Seller in connection with the closing; and the insurance premiums contemplated by Section 5.10(b) (collectively, the "Transaction Expenses") up to an aggregate amount of not more than $6,000,000. The Parties agree that any deconversion costs and termination fee expenses incurred by the Seller prior to the Closing and related to the Seller's data processing agreements will be considered a prepaid asset (and not an intangible asset).

Except as otherwise provided in Section 10.1(c), any termination of this Agreement shall not affect any rights accrued prior to such termination.

Section 10.3 Confidential Information. Buyer and Seller each covenant that (a) during the term of this Agreement and (b) in the event the transactions contemplated by this Agreement are not consummated, following the termination of this Agreement, each Party will keep in strict confidence and return or destroy (in such Party's discretion) all documents containing any information concerning the properties, business, and assets of the other Parties that may have been obtained in the course of negotiations or examination of the affairs of each other Party either prior or subsequent to the execution of this Agreement (other than such information as shall be in the public domain or otherwise ascertainable from public or outside sources or was independently developed by such Party without reference to any confidential or proprietary information of the other party), except to the extent that disclosure is required by judicial process or governmental or regulatory authorities.

Section 10.4 Non-Assignment. Neither this Agreement nor any of the rights, interests or obligations of the Parties under this Agreement shall be assigned by any Party (whether by operation of law or otherwise) without the prior written consent of the other Party, provided, that Buyer may assign this Agreement and its obligations hereunder to a wholly-owned subsidiary or an affiliate of Buyer, without the prior written consent of any other Party, so long as Buyer continues to remain liable for the performance of all of its covenants and obligations set forth in this Agreement. Subject to the foregoing, this Agreement shall be binding upon and inure to the benefit of the respective successors and assigns of the Parties. This Agreement is not intended

nor should it be construed to create any express or implied rights in any third parties, except for (i) the rights set forth in Section 5.10 which are intended to benefit each Indemnified Party and his or her heirs and representatives, (ii) the rights set forth in Section 5.12 and Article 6 of this Agreement, which are intended to benefit each Former Seller Employee, and (iii) if the Effective Time occurs, the right of the holders of Holding Company common stock and Seller common stock to receive the consideration payable pursuant to Article 2 this Agreement and the right of the holders of Holding Company stock options to receive the payment payable pursuant to Article 2 of this Agreement.

Section 10.5 Notices. All notices, requests, demands, and other communications provided for in this Agreement shall be in writing and shall be deemed to have been given (a) when delivered in person, (b) the third business day after being deposited in the United States mail, registered or certified mail (return receipt requested), or (c) the first business day after being deposited with Federal Express or any other recognized national overnight courier service, in each case addressed as follows:

To Seller or:
Holding Company

Richard H. Lee
President and Chief Executive Officer
Citizens Bancorp of Oviedo, Inc. and
Citizens Bank of Florida
156 Geneva Drive
Oviedo, Florida 32765
E-mail: rlee@mycbfl.com

With a copy to:

John P. Greeley
Smith Mackinnon, PA
301 East Pine Street, Suite 750
Orlando, Florida 32801
Email: jpg7300@aol.com

To Buyer:

Larry F. Tobin
President and Chief Executive Officer
Fairwinds Credit Union
135 West Central Boulevard
Orlando, Florida 33801
Email: ltobin@fairwinds.org

With copy to:

Rod Jones
Shutts & Bowen LLP
300 South Orange Avenue, Suite 1600
Orlando, FL 32801
Email: rjones@shutts.com

Section 10.6 Counterparts. This Agreement may be executed in any number of counterparts with the same effect as if the signatures to each counterpart were upon the same instrument. This Agreement may be executed and accepted by facsimile or other electronic signature and any such signature shall be of the same force and effect as an original signature.

Section 10.7 Knowledge. Whenever any statement in this Agreement or in any list, certificate or other document delivered to any party pursuant to this Agreement is made "to the knowledge" or "to the best knowledge" of the Seller or the Holding Company, such knowledge shall mean facts and other information that Richard H. Lee, Greg Smith or Terry Vargo knows after due inquiry.

Section 10.8 Interpretation. The words "hereof," "herein" and "herewith" and words of similar import shall, unless otherwise stated, be construed to refer to this Agreement as a whole. Article, Section, Exhibit and Schedule references are to the Articles, Sections, Exhibits and Schedules of this Agreement unless otherwise specified. The table of contents and headings contained in this Agreement are for reference purposes only and will not affect in any way the meaning or interpretation of this Agreement. Whenever the words "include," "includes," "including" or similar expressions are used in this Agreement, they will be understood to be followed by the words "without limitation." The words describing the singular shall include the plural and vice versa, and words denoting any gender shall include all genders and words denoting natural persons shall include corporations, partnerships and other entities and vice versa. The Parties have participated jointly in the negotiation and drafting of this Agreement. In the event an ambiguity or question of intent or interpretation arises, this Agreement will be construed as if drafted jointly by the Parties and no presumption or burden of proof will arise favoring or disfavoring any Party by virtue of the authorship of any provision of this Agreement.

Section 10.9 Entire Agreement. This Agreement, including the Schedules and agreements delivered pursuant hereto, set forth the entire understanding of the Parties and supersede all prior agreements, arrangements, and communications, whether oral or written. This Agreement shall not be modified or amended other than by written agreement of the Parties hereto. Captions appearing in this Agreement are for convenience only and shall not be deemed to explain, limit, or amplify the provisions hereof.

Section 10.10 Governing Law. This Agreement shall be governed by and construed in accordance with the internal laws of the State of Florida (without regard to any applicable conflict of laws principles), and it shall also be governed by and construed in accordance with federal law to the extent applicable. The sole and exclusive venue for any action arising out of this Agreement shall be a Florida State Court situated in Orange County, Florida, or a U.S. Federal District Court with jurisdiction over Orange County, Florida.

Section 10.11 Severability. In the event that a court of competent jurisdiction shall finally determine that any provision of this Agreement or any portion thereof is unlawful or unenforceable, such provision or portion thereof shall be deemed to be severed from this Agreement, and every other provision and portion thereof that is not invalidated by such determination shall remain in full force and effect. To the extent that a provision is deemed unenforceable by virtue of its scope but may be made enforceable by limitation thereof, such provision shall be enforceable to the fullest extent permitted under the laws and public policies

of the State of Florida.

Section 10.12 Waiver. Except as provided in Section 10.1(a), rights and remedies of the Parties to this Agreement are cumulative and not alternative. Neither the failure nor any delay by any Party in exercising any right, power or privilege under this Agreement or the documents referred to in this Agreement will operate as a waiver of such right, power or privilege, and no single or partial exercise of any such right, power or privilege will preclude any other or further exercise of such right, power or privilege or the exercise of any other right, power or privilege. To the maximum extent permitted by applicable law: (a) no claim or right arising out of this Agreement or the documents referred to in this Agreement can be discharged by one Party, in whole or in part, by a waiver or renunciation of the claim or right unless in writing signed by the other Parties; (b) no waiver that may be given by a Party will be applicable except in the specific instance for which it is given; and (c) no notice to or demand on one Party will be deemed to be a waiver of any obligation of such Party or of the right of the Party giving such notice or demand to take further action without notice or demand as provided in this Agreement or the documents referred to in this Agreement.

Section 10.13 Time of the Essence. Whenever performance is required to be made by a party under a specific provision of this Agreement, time shall be of the essence.

Section 10.14 Specific Performance. The parties hereto agree that irreparable damage would occur in the event any covenants in this Agreement were not performed in accordance with their specific terms or otherwise were materially breached. It is accordingly agreed that, without the necessity of proving actual damages or posting bond or other security, the parties shall be entitled to temporary and/or permanent injunctive relief to prevent breaches of such performance and to specific enforcement of the terms and provisions of this Agreement in addition to any other remedy to which they may be entitled, at law or in equity.

**** Signature Page Follows ****

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed in counterparts by their duly authorized officers, all as of the date and year first written above.

FAIRWINDS CREDIT UNION

DocuSigned by:
Larry F. Tobin
88D61D57755F483...

By: _____

Larry F. Tobin, President & Chief Executive Officer

CITIZENS BANCORP OF OVIEDO, INC.

DocuSigned by:
Arthur Evans
3687117B058042B...

By: _____

Arthur Evans, Chairman of the Board

CITIZENS BANK OF FLORIDA

DocuSigned by:
Arthur Evans
3687117B058042B...

By: _____

Arthur Evans, Chairman of the Board

Exhibit A-1

Form of Consolidation Merger Agreement

(see attached)

AGREEMENT AND PLAN OF MERGER
BETWEEN
CITIZENS BANK OF FLORIDA AND
CITIZENS BANCORP OF OVIEDO, INC.

THIS AGREEMENT AND PLAN OF MERGER (the "Consolidation Merger Agreement") dated as of August ___, 2021, is made by and between Citizens Bank of Florida (the "Bank"), a Florida banking corporation, and Citizens Bancorp of Oviedo, Inc. (the "Company"), a Florida corporation and registered bank holding company. The Bank is a wholly-owned subsidiary of the Company.

RECITALS:

WHEREAS, the boards of directors of Bank and Company have approved and authorized the execution and delivery of this Consolidation Merger Agreement; and

WHEREAS, the respective boards of directors of each of Bank and Company believe this Consolidation Merger Agreement and the transactions contemplated hereby are in the best interest of the respective shareholders of the Company and the Bank;

NOW, THEREFORE, in consideration of the premises and mutual agreements contained herein, the parties hereto, intending to be legally bound, have agreed as follows:

ARTICLE 1
THE MERGER

Section 1.1 **The Consolidation Merger.**

(a) Provided that this Consolidation Merger Agreement shall not have been terminated in accordance with its express terms, upon the terms and subject to the conditions of this Consolidation Merger Agreement and in accordance with the applicable provisions of Florida and Federal law, at the Effective Time (as defined below) the Company shall be merged with and into the Bank pursuant to the provisions of, and with the effects provided under, applicable Florida and Federal law (the "Consolidation Merger"), the separate existence of the Company shall cease, and the Bank will be the surviving corporation and will continue its corporate existence as a Florida banking corporation.

(b) As a result of the Consolidation Merger, each share of Bank common stock issued and outstanding immediately prior to the Effective Time will be canceled, and each share of Company common stock issued and outstanding immediately prior to the Effective Time, other than shares held by shareholders of the Company who or which properly elect to exercise his, her or their right to dissent under Section 607.1301, *Florida Statutes* (collectively, the "Dissenting Shares"), will be converted into the right to receive one share of Bank common stock for each share of Company common stock then held by such shareholder, as a result of which the shares of Bank common stock issued and outstanding upon completion of the Consolidation Merger will be equal to the number of shares of Company common stock issued and outstanding immediately prior to the Effective Time, less and except for any Dissenting Shares. The holders of such Dissenting Shares shall be entitled to such sums as are provided under Florida law.

(c) The Bank and the Company have also entered into an Agreement and Plan of Merger with Fairwinds Credit Union ("Fairwinds") dated as of the date of this Consolidation Merger Agreement, pursuant to which the Bank will be merged with and into Fairwinds (the "Bank Merger") immediately following completion of the Consolidation Merger.

(d) In order to facilitate the processing and approval of the applications for regulatory as contemplated in Section 2.3, and subject to any limitations or requirements of Florida or Federal law, the Bank and the Company agree to amend this Consolidation Merger Agreement as necessary or appropriate to satisfy any structural requirements and conditions that may be deemed applicable to this Consolidation Merger.

Section 1.2 Effective Time; Closing. Provided that this Consolidation Merger Agreement shall not have been terminated in accordance with its express terms, the closing of the Bank Merger (the "Closing") shall occur on a date that is mutually agreed by the parties following the satisfaction or waiver in writing of all of the conditions set forth in Article 2 hereof. The Bank Merger shall be effective on the date and at the time designated in the Articles of Merger as filed with the Florida Secretary of State (the "Effective Time").

Section 1.3 Articles of Incorporation and Bylaws. At the Effective Time, the articles of incorporation and bylaws of the Bank, as in effect immediately prior to the Effective Time, shall be the articles of incorporation and bylaws of the Bank (as the surviving corporation) until thereafter amended in accordance with applicable law.

Section 1.4 Board of Directors and Officers. From and after the Effective Time, until duly changed in compliance with any applicable law and organizational documents of the Bank (as the surviving corporation), the board of directors and officers of the Bank (as the surviving corporation) shall be the board of directors and officers of the Bank in place immediately prior to the Effective Time.

Section 1.5 Rights as Shareholders. At the Effective Time, shares of Bank common stock previously issued by the Bank the Company will be canceled, and holders of the Company common stock shall automatically, and by operation of law, become shareholders of the Bank and shall cease to be shareholders of the Company and shall have no rights as shareholders of the Company other than the right to receive one share of Bank common stock for each share of Company common stock held by any such holder, or such other rights as are provided under Florida law with respect to any Dissenting Shares.

Section 1.7 Representations and Warranties.

(a) The Company is a Florida corporation, duly organized, validly existing and in good standing under the laws of the State of Florida. The Company has all requisite corporate power and authority (including all licenses, franchises, permits and other governmental authorizations as are legally required) to carry on its business as now being conducted, to own, lease and operate its properties and assets as now owned, leased or operated and to enter into and carry out its obligations under this Consolidation Merger Agreement.

(b) The Bank is a Florida banking corporation, duly organized, validly existing and in good standing under the laws of the State of Florida. The Bank has all requisite corporate power and authority (including all licenses, franchises, permits and other governmental authorizations as are legally required) to carry on its business as now being conducted, to own,

lease and operate its properties and assets as now owned, leased or operated and to enter into and carry out its obligations under this Consolidation Merger Agreement.

ARTICLE 2
CONDITIONS PRECEDENT

The obligations of the Company and the Bank to consummate the Consolidation Merger are subject to the satisfaction, at or prior to the Closing, of each of the following conditions (any of which may be waived by the Bank or the Company, in whole or in part):

Section 2.1 **The Company's and the Bank's Performance**. Each of the Company and the Bank shall have performed or complied in all material respects with all of the covenants and obligations to be performed or complied with by it under the terms of this Consolidation Merger Agreement on or prior to the Closing.

Section 2.2 **No Proceedings**. Since the date hereof, there shall not have been commenced or threatened against the Company or the Bank any proceeding: (a) involving any challenge to, or seeking damages or other relief in connection with, the Consolidation Merger or the Bank Merger; or (b) that may have the effect of preventing, delaying, making illegal or otherwise interfering with the Consolidation Merger or the Bank Merger.

Section 2.3 **Consents and Approvals**. Any consents or approvals required to be secured by the Company or the Bank by the terms of this Consolidation Merger Agreement or applicable law shall have been obtained and shall be reasonably satisfactory to the Company and the Bank, and all applicable waiting periods, if any, shall have expired.

Section 2.4 **No Prohibition**. Neither the consummation nor the performance of either of the Consolidation Merger or the Bank Merger will, directly or indirectly (with or without notice or lapse of time), contravene, or conflict with or result in a violation of any applicable law, regulation or court or regulatory order.

ARTICLE 3
TERMINATION

Section 3.1 **Reasons for Termination and Abandonment**. This Consolidation Merger Agreement may be terminated, following prompt written notice given by either party to the other party prior to or at the Closing:

(a) by mutual consent of the boards of directors of the Company and the Bank;

(b) automatically upon termination of the Bank Merger Agreement;

(c) by either the Company or the Bank if:

(i) any of the conditions in Article 2 has not been satisfied, and the Company or the Bank, as the case may be, has not waived such condition on or before the Closing; or

(ii) the other party commits a willful breach of its obligations under this Consolidation Merger Agreement, and the act or omission that constitutes such willful

breach is not or cannot be cured within ten (10) business days after receipt by the breaching party of written demand for cure by the non-breaching party.

Section 3.2 Effect of Termination. If this Consolidation Merger Agreement is terminated pursuant to Section 3.1 of this Consolidation Merger Agreement, this Consolidation Merger Agreement shall forthwith become void, there shall be no liability under this Consolidation Merger Agreement on the part of the Company or the Bank, and all rights and obligations of each party hereto shall cease; *provided. however*, that, nothing herein shall relieve any party from liability for the breach of any of its covenants or agreements set forth in this Consolidation Merger Agreement.

Section 3.3 Expenses. All expenses incurred by a party or on its behalf in connection with or related to the authorization, preparation, negotiation, execution and performance of this Consolidation Merger Agreement, and all other matters related to the Consolidation Merger or the Bank Merger shall be paid by the party incurring or otherwise responsible for such expenses whether or not the Consolidation Merger or the Bank Merger is consummated.

ARTICLE 4
MISCELLANEOUS

Section 4.1 Governing Law. All questions concerning the construction, validity and interpretation of this Consolidation Merger Agreement and the performance of the obligations imposed by this Consolidation Merger Agreement shall be governed by the internal laws of the State of Florida applicable to contracts made and wholly to be performed within the State of Florida without regard to conflict of laws principles.

Section 4.2 Jurisdiction and Service of Process. Any action or proceeding seeking to enforce, challenge or avoid any provision of, or based on any right arising out of, this Consolidation Merger Agreement shall be brought only in the courts of the State of Florida, in and for Orange County, and each of the parties consents to the exclusive jurisdiction of such courts (and of the appropriate appellate courts) in any such action or proceeding and waives any objection to jurisdiction or venue laid therein. Process in any action or proceeding referred to in the preceding sentence may be served on any party anywhere in the world.

Section 4.3 Assignments, Successors and No Third Party Rights. Neither of the parties to this Consolidation Merger Agreement may assign any of its rights under this Consolidation Merger Agreement without the prior written consent of the other party. Subject to the preceding sentence, this Consolidation Merger Agreement and every representation, warranty, covenant, agreement and provision hereof shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns. Nothing expressed or referred to in this Consolidation Merger Agreement will be construed to give any Person (as defined in the Bank Merger Agreement) other than the parties to this Consolidation Merger Agreement any legal or equitable right, remedy or claim under or with respect to this Consolidation Merger Agreement or any provision of this Consolidation Merger Agreement.

Section 4.4 Waiver. Neither the failure nor any delay by any party in exercising any right, power or privilege under this Consolidation Merger Agreement or the documents referred to in this Consolidation Merger Agreement will operate as a waiver of such right, power or privilege, and no single or partial exercise of any such right, power or privilege will preclude any other or further exercise of such right, power or privilege or the exercise of any other right,

power or privilege. To the maximum extent permitted by applicable law: (a) no claim or right arising out of this Consolidation Merger Agreement or the documents referred to in this Consolidation Merger Agreement can be discharged by one party, in whole or in part, by a waiver or renunciation of the claim or right unless in writing signed by the other party; (b) no waiver that may be given by a party will be applicable except in the specific instance for which it is given; and (c) no notice to or demand on one party will be deemed to be a waiver of any obligation of such party or of the right of the party giving such notice or demand to take further action without notice or demand as provided in this Consolidation Merger Agreement or the documents referred to in this Consolidation Merger Agreement.

Section 4.5 Notices. All notices, consents, waivers and other communications under this Consolidation Merger Agreement must be in writing (which shall include telecopier communication) and will be deemed to have been duly given if delivered by hand or by nationally recognized overnight delivery service (receipt requested), mailed by registered or certified U.S. mail (return receipt requested) postage prepaid, or via email, if confirmed immediately thereafter by also mailing a copy of any notice, request or other communication by U.S. mail as provided in this Section:

If to the Bank, to:

Richard H. Lee
President and CEO
Citizens Bank of Florida
156 Geneva Drive
Oviedo, Florida 32765
E-mail: _____

If to the Company, to:

Arthur F. Evans
Chairman of the Board
Citizens Bancorp of Oviedo, Inc.
156 Geneva Drive
Oviedo, Florida 32765
E-mail: _____

or to such other place as either party shall furnish to the other in writing. Except as otherwise provided herein, all such notices, consents, waivers and other communications shall be effective:

(a) if delivered by hand, when delivered;

(b) if mailed in the manner provided in this Section, five (5) business days after deposit with the United States Postal Service;

(c) if delivered by overnight express delivery service, on the next business day after deposit with such service; and

(d) if by email, on the next business day if also confirmed by mail in the manner provided in this Section.

Section 4.6 Entire Consolidation Merger Agreement. This Consolidation Merger Agreement and any documents executed by the parties pursuant to this Consolidation Merger Agreement and referred to herein constitute the entire understanding and agreement of the parties hereto and supersede all other prior agreements and understandings, written or oral, relating to such subject matter between the parties.

Section 4.7 Modification. This Consolidation Merger Agreement may not be amended except by a written agreement signed by each of the parties hereto. Without limiting the foregoing, the parties may by written agreement signed by each of them: (a) extend the time for the performance of any of the obligations or other acts of the parties hereto; (b) waive any inaccuracies in the representations or warranties contained in this Consolidation Merger Agreement or in any document delivered pursuant to this Consolidation Merger Agreement; and (c) waive compliance with or modify, amend or supplement any of the conditions, covenants, agreements, representations or warranties contained in this Consolidation Merger Agreement or waive or modify the performance of any of the obligations of any of the parties hereto, which are for the benefit of the waiving party.

Section 4.8 Severability. Whenever possible, each provision of this Consolidation Merger Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Consolidation Merger Agreement is held to be prohibited by or invalid under applicable law, such provision will be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Consolidation Merger Agreement unless the consummation of the transactions contemplated hereby is adversely affected thereby.

Section 4.9 Further Assurances. The parties agree: (a) to furnish upon request to each other such further information; (b) to execute and deliver to each other such other documents; and (c) to do such other acts and things, all as the other party may reasonably request for the purpose of carrying out the intent of this Consolidation Merger Agreement and the transactions contemplated in this Consolidation Merger Agreement.

Section 4.10 Survival. The representations, warranties and covenants contained herein shall terminate and be of no further effect after the Effective Time.

Section 4.11 Specific Performance. The parties acknowledge and agree that irreparable damage would occur if any provision of this Consolidation Merger Agreement were not performed by a party in accordance with the terms hereof and that any party shall be entitled to specific performance of the terms hereof.

Section 4.12 Counterparts; Facsimile/PDF Signatures. This Consolidation Merger Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. This Consolidation Merger Agreement may be executed and accepted by facsimile or portable data file (pdf) signature and any such signature shall be of the same force and effect as an original signature.

******Signature Page Follows******

IN WITNESS WHEREOF, the parties hereto have caused this Consolidation Merger Agreement to be executed by their respective officers on the day and year first written above.

CITIZENS BANK OF FLORIDA

By: _____
Name: Richard H. Lee
Title: President & CEO

CITIZENS BANCORP OF OVIEDO, INC.

By: _____
Name: Arthur F. Evans
Title: Chairman of the Board

Exhibit A-2

Form of Restated Articles of Incorporation of Holding Company

(see attached)

RESTATED ARTICLES OF INCORPORATION
OF
CITIZENS BANCORP OF OVIEDO, INC.

Pursuant to the provisions of the Florida Financial Institutions Codes and Section 607.1007, Florida Statutes, Citizens Bancorp of Oviedo, Inc. hereby amends and restates its Articles of Incorporation by adopting the following Restated Articles of Incorporation which shall take effect as of 11:57 p.m., Eastern Standard Time, on _____, 2021.

ARTICLE I

The name of the corporation shall be CBO Successor Bank and its place of business shall be located at 156 Geneva Drive, Oviedo, Florida 32765.

ARTICLE II

The corporation shall be organized as a successor institution in accordance with Sections 658.40(4) and 658.42(2), Florida Statutes.

ARTICLE III

The total number of shares authorized to be issued by the corporation shall be 2,000,000. Such shares shall be of a single class of common stock and shall have a par value of $10.00 per share. As of the filing of these Restated Articles of Incorporation, the corporation shall have (i) at least $_____ of paid-in common capital stock divided into _____.shares, (ii) surplus of at least $_____, and (iii) undivided profits (less treasury stock) of at least $_____, all of which (capital stock, surplus and undivided profits) paid in cash.

ARTICLE IV

The term for which said corporation shall exist shall be one (1) year.

ARTICLE V

The number of directors shall not be fewer than five (5). The names and street addresses of the directors of the corporation are:

Name	Street Address
Arthur F. Evans	156 Geneva Drive, Oviedo, FL 32765
Anna J. Ondick	989 Greentree Drive Winter Park, FL 32789
W. Rex Clonts	6265 Lake Charm Circle Oviedo, FL 32765

Name	Street Address
Donald R. Drummer	169 Easton Circle Oviedo, FL 32765
David J. Duda	709 Conesus Lane Winter Spring, FL 32708
Donald A. Jacobs	4723 Brown Road Christmas, FL 32709
Richard H. Lee	1055 Brumley Road Chuluota, FL 32766
Robert G. Martin	395 Olds Mims Road Geneva, FL 32732
Louis P. Tulp	156 Geneva Drive, Oviedo, FL 32765

ARTICLE VI

These Restated Articles of Incorporation consolidate all amendments into a single document and may be amended in the manner from time to time provided by law and the right conferred upon the shareholders by any provision of these Articles of Incorporation is hereby made subject to this reservation.

ARTICLE VII

The name and street address of the person signing these Restated Articles of Incorporation as director is Richard H. Lee, 156 Geneva Drive, Oviedo, Florida 32765.

CERTIFICATE

The foregoing Restated Articles of Incorporation were adopted by the (a) Board of Directors of the Corporation on _____, 2021, and (b) holders of the outstanding shares of Common Stock, being the sole voting group entitled to vote on the Restated Articles of Incorporation, on _____, 2021 and the number of votes cast for the Restated Articles of Incorporation was sufficient for approval by holders of Common Stock.

IN WITNESS WHEREOF, the undersigned President and Chief Executive Officer of this Corporation has executed these Restated Articles of Incorporation on _____, 2021.

_____
Richard H. Lee
President and Chief Executive Officer

Approved by the Florida Office of Financial Regulation this ___ day of _____, 2021.

Tallahassee, Florida

_____
Jeremy Smith
Director, Division of Financial Institutions

Exhibit A-3

Form of Restated Articles of Incorporation of Seller

(see attached)

RESTATED

ARTICLES OF INCORPORATION

OF

CITIZENS BANK OF FLORIDA

Pursuant to the provisions of the Florida Financial Institutions Codes and Section 607.1007, Florida Statutes, Citizens Bank of Florida does hereby amend and restate its Articles of Incorporation by adopting the following Restated Articles of Incorporation which shall take effect as of 11:56 P.M., Eastern Standard Time, on _____, 2021.

ARTICLE I

The name of the Corporation is Citizens Bank of Florida and its principal place of business shall be at 156 Geneva Drive, Oviedo, Florida 32765.

ARTICLE II

The general nature of the business to be transacted by this Corporation shall be that of a general commercial banking business with all the rights, powers, and privileges granted and conferred by the Florida Financial Institutions Codes, regulating the organization, powers, and management of banking corporations.

ARTICLE III

The aggregate number of shares of common stock (referred to in these Restated Articles of Incorporation as "Common Stock") which the Corporation shall have authority to issue is 2,000,000 with a par value of $10.00 per share.

The holders of Common Stock shall each be entitled to one vote for each share held. There shall be no cumulative voting in the election of directors.

No holders of shares of any class of the capital stock of the Corporation shall have as a matter of right any preemptive or preferential right to subscribe for, purchase, receive, or otherwise acquire any part of any new or additional issue of stock of any class, whether now or hereafter authorized, or any bonds, debentures, notes, or other securities of the Corporation, whether or not convertible into shares of stock of the Corporation.

ARTICLE IV

The term for which this Corporation shall exist shall be perpetual unless terminated pursuant to the Florida Financial Institutions Codes.

ARTICLE V

The number of Directors of this Corporation shall be not fewer than five. A majority of the full Board of Directors may, at any time during the year following an annual meeting of shareholders, increase the number of directors of this Corporation by not more than two and appoint persons to fill the resulting vacancies.

ARTICLE VI

The power to adopt, alter, amend or repeal bylaws shall be vested in the Board of Directors.

ARTICLE VII

These Restated Articles of Incorporation consolidate all amendments into a single document and may be amended in the manner from time to time provided by law and the right conferred upon the shareholders by any provision of these Restated Articles of Incorporation is hereby made subject to this reservation.

CERTIFICATE

The foregoing Restated Articles of Incorporation were adopted by the (a) Board of Directors of the Corporation on _____, 2021, and (b) holders of the outstanding shares of Common Stock, being the sole voting group entitled to vote on the Restated Articles of Incorporation, on _____, 2021 and the number of votes cast for the Restated Articles of Incorporation was sufficient for approval by the holders of Common Stock.

IN WITNESS WHEREOF, the undersigned President and Chief Executive Officer of this Corporation has executed these Restated Articles of Incorporation on the _____ day of _____, 2021.

_____

Richard H. Lee
President and Chief Executive Officer

APPROVAL

Restated Articles of Incorporation approved by the Florida Office of Financial Regulation this ____ day of _____, 2021.

Tallahassee, Florida

_____

Jeremy Smith
Director, Division of Financial Institutions

Exhibit B-1

Form of Shareholder Voting Agreement

EXHIBIT B-1

SHAREHOLDER VOTING AGREEMENT

This Shareholder Voting Agreement (the "Agreement"), is entered into as of the _____ day of _____, 2021, by and between Fairwinds Credit Union ("Buyer"), and the undersigned holder ("Shareholder") of Common Stock (as defined herein).

RECITALS

WHEREAS, as of the date hereof, Shareholder beneficially owns and is entitled to dispose of (or to direct the disposition of) and to vote (or to direct the voting of) the number of shares of voting common stock (the "Common Stock"), of Citizens Bancorp of Oviedo, Inc. (the "Holding Company"), as indicated on the signature page of this Agreement under the heading "Total Number of Shares of Common Stock Subject to this Agreement" (such shares of Common Stock, together with any other shares of Common Stock which are acquired by Shareholder during the period from and including the date hereof through and including the date on which this Agreement is terminated in accordance with its terms, are collectively referred to herein as the "Shares");

WHEREAS, Buyer and the Holding Company propose to enter into an Agreement and Plan of Merger, dated as of the date hereof (the "Merger Agreement"; for purposes of this Agreement, capitalized terms used and not otherwise defined herein shall have the respective meanings ascribed to them in the Merger Agreement), pursuant to which, among other things, the Holding Company will merge with and into its wholly-owned subsidiary, Citizens Bank of Florida (the "Seller"), which will then merge with and into Buyer (the "Merger"); and

WHEREAS, as a condition to the willingness of Buyer to enter into the Merger Agreement, Shareholder is executing this Agreement;

NOW, THEREFORE, in consideration of, and as a material inducement to, Buyer entering into the Merger Agreement and proceeding with the transactions contemplated thereby, and in consideration of the expenses incurred and to be incurred by Buyer in connection therewith, Shareholder and Buyer, intending to be legally bound, hereby agree as follows:

1. Agreement to Vote Shares. Shareholder agrees that, while this Agreement is in effect, at any meeting of Shareholders of the Holding Company, however called, or at any adjournment thereof, or in any other circumstances in which Shareholder is entitled to vote, consent or give any other approval, except as otherwise agreed to in writing in advance by Buyer, Shareholder shall:

(a) appear at each such meeting or otherwise cause the shares of Common Stock (the "Shares") to be counted as present thereat for purposes of calculating a quorum; and

(b) vote (or cause to be voted), in person or by proxy, all the Shares as to which Shareholder has, directly or indirectly, the right to vote or direct the voting, (i) in favor of adoption and approval of the Merger Agreement and the transactions contemplated thereby (including, without limitation, any amendments or modifications of the terms thereof adopted in accordance with the terms thereof); (ii) against any action or agreement that would result in a breach of any

covenant, representation or warranty or any other obligation or agreement of the Bank contained in the Merger Agreement or of Shareholder contained in this Agreement; and (iii) against any Acquisition Proposal or any other action, agreement or transaction that is intended, or could reasonably be expected, to impede, interfere or be inconsistent with, delay, postpone, discourage or materially and adversely affect consummation of the transactions contemplated by the Merger Agreement or this Agreement.

Shareholder further agrees not to vote or execute any written consent to rescind or amend in any manner any prior vote or written consent, as a shareholder of the Holding Company, to approve or adopt the Merger Agreement unless this Agreement shall have been terminated in accordance with its terms.

2. No Transfers. While this Agreement is in effect, Shareholder agrees not to, directly or indirectly, sell, transfer, pledge, assign or otherwise dispose of, or enter into any contract option, commitment or other arrangement or understanding with respect to the sale, transfer, pledge, assignment or other disposition of, any of the Shares; provided, however, that the following transfers shall be permitted: (a) transfers by will or operation of law, in which case this Agreement shall bind the transferee; (b) transfers pursuant to any pledge agreement, subject to the pledgee agreeing in writing, prior to such transfer, to be bound by the terms of this Agreement; (c) transfers in connection with estate and tax planning purposes, including transfers to relatives, trusts and charitable organizations, subject to each transferee agreeing in writing, prior to such transfer, to be bound by the terms of this Agreement; and (d) such transfers as Buyer may otherwise permit in its sole discretion. Any transfer or other disposition in violation of the terms of this Section 2 shall be null and void.

3. Representations and Warranties of Shareholder. Shareholder represents and warrants to and agrees with Buyer as follows:

(a) Shareholder has all requisite capacity and authority to enter into and perform his, her or its obligations under this Agreement.

(b) This Agreement has been duly executed and delivered by Shareholder, and assuming the due authorization, execution and delivery by Buyer, constitutes the valid and legally binding obligation of Shareholder enforceable against Shareholder in accordance with its terms, except as may be limited by bankruptcy, insolvency, fraudulent transfer, moratorium, reorganization or similar laws of general applicability relating to or affecting the rights of creditors generally and subject to general principles of equity.

(c) The execution and delivery of this Agreement by Shareholder does not, and the performance by Shareholder of his, her or its obligations hereunder and the consummation by Shareholder of the transactions contemplated hereby will not, violate or conflict with, or constitute a default under, any agreement, instrument, contract or other obligation or any order, arbitration award, judgment or decree to which Shareholder is a party or by which Shareholder is bound, or any statute, rule or regulation to which Shareholder is subject or, in the event that Shareholder is a corporation, limited liability company, partnership, trust or other entity, any charter, bylaw or other organizational document of Shareholder.

(d) Shareholder is the beneficial owner of the Shares. Shareholder does not own, of record or beneficially, any shares of capital stock of the Holding Company or the Seller other than the Shares or any other securities convertible into or exercisable or exchangeable for such capital stock, other than stock options outstanding on the date of this Agreement. Shareholder has the right to vote the Shares, and none of the Shares is subject to any voting trust or other agreement, arrangement or restriction with respect to the voting of the Shares, except as contemplated by this Agreement. The Shares do not include shares over which Shareholder exercises control in a fiduciary capacity for any other person or entity that is not an Affiliate of Shareholder, and no representation by Shareholder is made with respect thereto.

4. No Solicitation. From and after the date hereof until the termination of this Agreement pursuant to Section 7 hereof, Shareholder, in his, her or its capacity as a shareholder of the Holding Company, shall not, nor shall Shareholder in such capacity authorize any shareholder, member, partner, officer, director, advisor or representative of Shareholder or any of his, her or its affiliates to (and, to the extent applicable to Shareholder, such Shareholder shall use commercially reasonable efforts to preclude any of his, her or its representatives or affiliates from), (a) initiating, soliciting, inducing or knowingly encouraging, or knowingly taking any action to facilitate the making of, any inquiry, offer or proposal which constitutes, or could reasonably be expected to lead to, an Acquisition Proposal, (b) participating in any discussions or negotiations regarding any Acquisition Proposal, or furnishing, or otherwise affording access, to any person (other than Buyer) any information or data with respect to the Holding Company, the Seller or otherwise relating to an Acquisition Proposal, (c) entering into any agreement, agreement in principle, letter of intent, memorandum of understanding or similar arrangement with respect to an Acquisition Proposal, (d) soliciting proxies with respect to an Acquisition Proposal (other than the Merger and the Merger Agreement) or otherwise encouraging or assisting any party in taking or planning any action that would compete with, restrain or otherwise serve to interfere with or inhibit the timely consummation of the Merger in accordance with the terms of the Merger Agreement, or (e) initiating a shareholders' vote or action by consent of the Holding Company's shareholders with respect to an Acquisition Proposal. For avoidance of doubt, the parties acknowledge and agree that nothing in this Agreement shall limit or restrict Shareholder or any of his, her or its affiliates who is or becomes during the term hereof a member of the Board of Directors or an officer of the Holding Company or any of its Subsidiaries, including the Seller, from acting, omitting to act or refraining from taking any action, solely in such person's capacity as a member of the Board of Directors or as an officer of the Holding Company (or as an officer or director of any of its Subsidiaries, including the Seller) consistent with his or her fiduciary duties in such capacity under applicable law.

5. Irrevocable Proxy. Subject to the last sentence of this Section 5, by execution of this Agreement, Shareholder does hereby appoint Buyer with full power of substitution and re-substitution, as Shareholder's true and lawful attorney and irrevocable proxy, to the full extent of Shareholder's rights with respect to the Shares, to vote each of such Shares that Shareholder shall be entitled to so vote with respect to the matters set forth in Section 1 hereof at any meeting of the shareholders of the Holding Company, and at any adjournment or postponement thereof, and in connection with any action of the shareholders of the Holding Company taken by written consent. Notwithstanding the foregoing, the holder of such proxy shall not exercise such proxy on any matter other than as set forth in Section 1. Shareholder intends this proxy to be irrevocable and

coupled with an interest hereafter until the termination of this Agreement pursuant to the terms of Section 7 hereof and hereby revokes any proxy previously granted by Shareholder with respect to the Shares. Notwithstanding anything contained herein to the contrary, this irrevocable proxy shall automatically terminate upon the termination of this Agreement.

6. Specific Performance; Remedies; Attorneys' Fees. Shareholder acknowledges that it is a condition to the willingness of Buyer to enter into the Merger Agreement that Shareholder execute and deliver this Agreement and that it will be impossible to measure in money the damage to Buyer if Shareholder fails to comply with the obligations imposed by this Agreement and that, in the event of any such failure, Buyer will not have an adequate remedy at law or in equity. Accordingly, Shareholder agrees that injunctive relief or other equitable remedy is the appropriate remedy for any such failure and will not oppose the granting of such relief on the basis that Buyer has an adequate remedy at law. In addition, Buyer shall have the right to inform any third party that Buyer reasonably believes to be, or to be contemplating, participating with Shareholder or receiving from Shareholder assistance in violation of this Agreement, of the terms of this Agreement and of the rights of Buyer hereunder, and that participation by any such thirty party with Shareholder in activities in violation of Shareholder's agreement with Buyer set forth in this Agreement may give rise to claims by Buyer against such third party. In any legal action or other proceeding relating to this Agreement and the transactions contemplated hereby or if the enforcement of any provision of this Agreement is brought against either party, the prevailing party in such action or proceeding shall be entitled to recover all reasonable expenses relating thereto (including reasonable attorneys' fees and expenses, court costs and expenses incident to arbitration, appellate and post-judgment proceedings) from the party against which such action or proceeding is brought, in addition to any other relief to which such prevailing party may be entitled.

7. Term of Agreement; Termination. The term of this Agreement shall commence on the date hereof. This Agreement may be terminated at any time prior to consummation of the transactions contemplated by the Merger Agreement by the written consent of the parties hereto, and this Agreement shall be automatically terminated upon: (i) termination of the Merger Agreement, (ii) the amendment to the Merger Agreement in any manner materially adverse to the Shareholder, or (iii) the consummation of the Merger. Upon such termination, no party shall have any further obligations or liabilities hereunder; provided, however, that such termination shall not relieve any party from liability for any willful or intentional breach of this Agreement prior to such termination.

8. Entire Agreement; Amendments. This Agreement supersedes all prior agreements, written or oral, between the parties hereto with respect to the subject matter hereof and contains the entire agreement between the parties with respect to the subject matter hereof. This Agreement may not be amended, supplemented or modified, and no provision hereof may be modified or waived, except by an instrument in writing signed by each party hereto. No waiver of any provision hereof by either party shall be deemed a waiver of any other provision hereof by any such party, nor shall any such waiver be deemed a continuing waiver of any provision hereof by such party.

9. Severability. In the event that any one or more provisions of this Agreement shall for any reason be held invalid, illegal or unenforceable in any respect by any court of competent jurisdiction, such invalidity, illegality or unenforceability shall not affect any other provisions of this Agreement, and the parties shall use their commercially reasonable efforts to substitute a valid, legal and enforceable provision which, insofar as practical, implements the purpose and intents of this Agreement.

10. Capacity as Shareholder. This Agreement shall apply to Shareholder solely in his, her or its capacity as a shareholder of the Holding Company or the Seller, and it shall not apply in any manner to Shareholder in any capacity as a director, officer or employee of the Holding Company or the Seller or in any other capacity.

11. Governing Law. This Agreement shall be governed and construed in accordance with the laws of the State of Florida, without regard to any applicable conflict of laws principles or any other principle that could require the application of the law of any other jurisdiction.

12. WAIVER OF JURY TRIAL. EACH OF THE PARTIES HERETO HEREBY IRREVOCABLY WAIVES TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW ALL RIGHT TO TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM (WHETHER BASED ON CONTRACT, TORT OR OTHERWISE) DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY OR THE ACTIONS OF THE PARTIES IN THE NEGOTIATION, ADMINISTRATION, PERFORMANCE AND ENFORCEMENT OF THIS AGREEMENT. EACH OF THE PARTIES HERETO (A) CERTIFIES THAT NO REPRESENTATIVE OF ANY OTHER PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PARTY WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE THE FOREGOING WAIVER AND (B) ACKNOWLEDGES THAT IT AND THE OTHER PARTIES HAVE BEEN INDUCED TO ENTER INTO THIS AGREEMENT OR ANY OF THE TRANSACTIONS CONTEMPLATED HEREBY BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION 12.

13. Waiver of Appraisal Rights; Further Assurances. To the extent permitted by applicable law, Shareholder hereby waives any rights of appraisal or rights to dissent from the Merger or to demand fair value for his, her or its Shares in connection with the Merger, in each case, that Shareholder may have under applicable law. Shareholder further agrees not to commence or participate in, and to take all actions necessary to opt out of any class in any class action with respect to, any claim, derivative or otherwise, against Buyer, the Holding Company, the Seller or any of their respective successors relating to the negotiation, execution or delivery of this Agreement or the Merger Agreement or the consummation of the Merger. From time to time prior to the termination of this Agreement, at Buyer's request and without further consideration, Shareholder shall execute and deliver such additional documents and take all such further action

as may be reasonably necessary or desirable to effect the actions and consummate the transactions contemplated by this Agreement.

14. Disclosure. Shareholder hereby authorizes and permits the Holding Company to publish and disclose in any Proxy Statement related to the Merger Agreement and the Merger his, her or its identity and ownership of shares of Common Stock and the nature of Shareholder's commitments, arrangements and understandings pursuant to this Agreement.

15. Counterparts. This Agreement may be executed in counterparts, each of which when executed shall be deemed to be an original but all of which taken together shall constitute one and the same agreement. Executed counterparts may be delivered by facsimile or other electronic transmission.

IN WITNESS WHEREOF, Buyer has caused this Agreement to be duly executed, and Shareholder has duly executed this Agreement, all as of the day and year first above written.

FAIRWINDS CREDIT UNION

By:_____

Larry F. Tobin

President and Chief Executive Officer

SHAREHOLDER:

_____

Printed Name:_____

Total Number of Shares of Common Stock Subject to this Agreement:_____

Exhibit B-2

Form of Non-Competition and Non-Disclosure Agreement

EXHIBIT B-2

NON-COMPETITION AND NON-DISCLOSURE AGREEMENT

This Non-Competition and Non-Disclosure Agreement (the "Agreement"), is entered into as of the _____ day of _____, 2021, by and between Fairwinds Credit Union ("Buyer"), and the undersigned individual ("Director").

RECITALS

WHEREAS, pursuant to that certain Agreement and Plan of Merger dated as of _____, 2021 (the "Merger Agreement") by and between Buyer, Citizens Bancorp of Oviedo, Inc. (the "Holding Company"), and Citizens Bank of Florida (the "Seller"), the Seller will merge with and into the Buyer (the "Merger");

WHEREAS, Director is a shareholder of the Holding Company and, as a result of the Merger and pursuant to the transactions contemplated by the Merger Agreement, Director and/or the Holding Company's shareholders are expected to receive significant consideration in exchange for the shares of Holding Company common stock held by Director;

WHEREAS, prior to the date hereof, Director has served as a member of the Board of Directors of the Seller, and, therefore, Director has knowledge of the Confidential Information and Trade Secrets (each as hereinafter defined);

WHEREAS, as a result of the Merger, Buyer will succeed to all of the Confidential Information and Trade Secrets, for which Buyer, as of the Effective Time (as defined in the Merger Agreement), will have paid valuable consideration and desires reasonable protection; and

WHEREAS, it is a material prerequisite to the consummation of the Merger that certain directors of the Holding Company and the Seller, including Director, enter into this Agreement;

NOW, THEREFORE, in consideration of these premises and the mutual covenants and undertakings herein contained, Buyer and Director, each intending to be legally bound, covenant and agree as follows:

1. Restrictive Covenants.

(a) Director acknowledges that (i) Buyer has separately bargained for the restrictive covenants in this Agreement; and (ii) the types and periods of restrictions imposed by the covenants in this Agreement are fair and reasonable to Director and such restrictions will not prevent Director from earning a livelihood.

(b) Having acknowledged the foregoing, solely in the event that the Merger is consummated, Director covenants and agrees with Buyer as follows:

(i) From and after the Effective Time, Director will not disclose or use any Confidential Information (other than Trade Secrets) for a period of two (2) years from the Effective Time or Trade Secrets for as long as they remain Trade Secrets, except for

any disclosure that is required by applicable law or court order. In the event that Director is required by law or court order to disclose any Confidential Information, Director will: (i) if and to the extent permitted by such law or court order provide Buyer with prompt notice of such requirement prior to the disclosure so that Buyer may waive the requirements of this Agreement or seek an appropriate protective order at Buyer's sole expense; and (ii) use commercially reasonable efforts to obtain, at Buyer's sole expense, assurances that any Confidential Information disclosed will be accorded confidential treatment. If, in the absence of a waiver or protective order, Director is nonetheless, in the opinion of his counsel, required to disclose Confidential Information, disclosure may be made only as to that portion of the Confidential Information that counsel advises Director is required to be disclosed.

(ii) Except as expressly provided on Schedule I to this Agreement, for a period beginning at the Effective Time and ending two (2) years after the Effective Time, Director will not (except on behalf of or with the prior written consent of Buyer), on Director's own behalf or in the service or on behalf of others, solicit or attempt to solicit any customer of Buyer or the Seller (each a "Protected Party"), including known actively sought prospective customers of the Seller as of the Effective Date, for the purpose of providing products or services that are Competitive (as hereinafter defined) with those offered or provided by any Protected Party. Notwithstanding the foregoing, for purposes of this agreement, any person who is not within Buyer's designated field of membership at the Effective Time, other than persons who come within Buyer's designated field of membership as a result of the Merger, is presumed not to be an actively sought prospective customer of any Protected Party.

(iii) Except as expressly provided on Schedule I to this Agreement, for a period beginning at the Effective Time and ending two (2) years after the Effective Time, Director will not (except on behalf of or with the prior written consent of Buyer), either directly or indirectly, on Director's own behalf or in the service or on behalf of others, act as a director, manager, officer or employee of any business which is Competitive with the business conducted by any Protected Party and which has an office located within the Restricted Territory.

(iv) For a period beginning at the Effective Time and ending two (2) years after the Effective Time, Director will not on Director's own behalf or in the service or on behalf of others, solicit or recruit or attempt to solicit or recruit, directly or by assisting others, any employee of any Protected Party, whether or not such employee is a full-time employee, whether or not such employment is pursuant to a written agreement, and whether or not such employment is for a determined period or is at will, to cease working for such Protected Party; provided that the foregoing will not prevent the placement of any general solicitation for employment not specifically directed towards employees of any Protected Party or hiring any such person as a result thereof.

(c) For purposes of this Section 1, the following terms shall be defined as set forth below:

(i) "Competitive," with respect to the business conducted by a Protected Party, shall mean products or services that are the same as or essentially the same as the products or services of any Protected Party.

(ii) "Confidential Information" shall mean data and information:

(A) relating to the business of the Holding Company and its subsidiaries, including the Seller, or the business of Buyer, or its subsidiaries, if any, regardless of whether the data or information constitutes a Trade Secret;

(B) disclosed to Director or of which Director became aware as a consequence of Director's relationship with the Seller;

(C) having value to the Seller and, as a result of the consummation of the transactions contemplated by the Merger Agreement, to Buyer; and

(D) not generally known to competitors of Buyer.

Confidential Information shall include Trade Secrets, methods of operation, names of customers, price lists, financial information and projections, personnel data and similar information; provided, however, that the terms "Confidential Information" and "Trade Secrets" shall not mean data or information that (x) has been disclosed to the public, except where such public disclosure has been made by Director without authorization from Company or Buyer, (y) has been independently developed and disclosed by others, or (z) has otherwise entered the public domain through lawful means.

(iii) "Person" shall mean any natural person or any legal, commercial, or governmental entity, including a corporation, general partnership, joint venture, limited partnership, limited liability company, trust, business association, or person acting in a representative capacity.

(iv) "Restricted Territory" shall mean each county in Florida where the Seller and/or Buyer operates a banking office at the Effective Time and each county contiguous to each of such counties.

(v) "Trade Secret" shall mean information, without regard to form, including technical or nontechnical data, a formula, a pattern, a compilation, a program, a device, a method, a technique, a drawing, a process, financial data, financial plans, product plans or a list of actual or potential customers or suppliers, that is not commonly known by or available to the public and which information:

(A) derives economic value, actual or potential, from not being generally known to, and not being readily ascertainable by proper means by, other persons who can obtain economic value from its disclosure or use; and

(B) is the subject of efforts that are reasonable under the circumstances to maintain its secrecy.

(d) Director acknowledges that irreparable loss and injury would result to Buyer upon the breach of any of the covenants contained in this Section 1 and that damages arising out of such breach would be difficult to ascertain. Director hereby agrees that, in addition to all other remedies provided at law or in equity, Buyer may petition and obtain from a court of law or equity, without the necessity of proving actual damages and without posting any bond or other security, both temporary and permanent injunctive relief to prevent a breach by Director of any covenant contained in this Section 1, and shall be entitled to an equitable accounting of all earnings, profits and other benefits arising out of any such breach. In the event that the provisions of this Section 1 should ever be determined to exceed the time, geographic or other limitations permitted by applicable law, then such provisions shall be modified so as to be enforceable to the maximum extent permitted by law. If such provision(s) cannot be modified to be enforceable, the provision(s) shall be severed from this Agreement to the extent unenforceable. The remaining provisions and any partially enforceable provisions shall remain in full force and effect.

2. Term; Termination. This Agreement may be terminated at any time by the written consent of the parties hereto, and this Agreement shall be automatically terminated upon the earlier of (i) termination of the Merger Agreement; and (ii) the second anniversary of the Effective Time. For the avoidance of doubt, the provisions of Section 1 shall only become operative upon the consummation of the Merger but, in such event, shall survive the consummation of the Merger until the second anniversary of the Effective Time. Upon termination of this Agreement, no party shall have any further obligations or liabilities hereunder, except that termination of this Agreement will not relieve a breaching party from liability for any breach of any provision of this Agreement occurring prior to the termination of this Agreement.

3. Notices. Any notice, consent, demand, request or other communication given to a party hereto in connection with this Agreement shall be in writing and shall be deemed to have been given to such party (i) when delivered personally to such party or (ii) provided that a written acknowledgment of receipt is obtained, five (5) days after being sent by prepaid certified or registered mail or (iii) two (2) days after being sent by a nationally recognized overnight courier, to the address (if any) specified below for such party (or to such other address as such party shall have specified by ten (10) days' advance notice given in accordance with this Section 3).

If to Buyer: Fairwinds Credit Union
135 West Central Boulevard, Suite 1220
Orlando, Florida 32801
Attention: President and Chief Executive Officer

If to Director: At the address of the Director set forth below the signature of the Director on the signature of this Agreement.

4. Governing Law; Venue; Prevailing Party.

(a) The validity, interpretation and performance of this Agreement shall be governed by the laws of the State of Florida, without giving effect to the conflicts of laws principles thereof. The sole and exclusive venue for any civil action, counterclaim, proceeding, or litigation arising out of or relating to this Agreement shall be the courts of record of the State of Florida in Orange County or the United States District Court, Middle District of Florida. Each party consents to the

jurisdiction of such Florida Court in any such civil action, counterclaim, proceeding, or litigation and waives any objection to the laying of venue of any such civil action, counterclaim, proceeding, or litigation in such Florida Court. Service of any court paper may be effected on such party by mail, as provided in this Agreement, or in such other manner as may be provided under applicable laws, rules of procedure or local rules.

(b) If any civil action, arbitration or other legal proceeding is brought for the enforcement of this letter, or because of an alleged dispute, breach, default or misrepresentation in connection with any provision of this letter, the successful or prevailing party or parties shall be entitled to recover reasonable attorneys' fees, court costs, and all expenses even if not taxable as court costs (including, without limitation, all such fees, taxes, costs and expenses incident to arbitration, appellate, bankruptcy and post-judgment proceedings), incurred in that proceeding, in addition to any other relief to which such party or parties may be entitled. Attorneys' fees shall include, without limitation, paralegal fees, investigative fees, administrative costs, and all other charges billed by the attorney to the prevailing party (including any fees and costs associated with collecting such amounts).

5. Modification and Waiver. No provision of this Agreement may be modified, waived or discharged unless such waiver, modification or discharge is agreed to in writing signed by Director and Buyer. No waiver by either party hereto at any time of any breach by the other party hereto, or of compliance with any condition or provision of this Agreement to be performed by such other party, shall be deemed a waiver of dissimilar provisions or conditions, either at the same time or any prior or subsequent time.

6. Severability. The invalidity or unenforceability of any provisions of this Agreement shall not affect the validity or enforceability of any other provisions of this Agreement, which shall remain in full force and effect.

7. Counterparts. This Agreement may be executed (and delivered via facsimile or other electronic transmission) in one or more counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same Agreement.

8. Entire Agreement. This Agreement constitutes the entire agreement between the parties hereto and supersedes all prior agreements, understandings and arrangements, oral or written, between the parties hereto with respect to the subject matter hereof.

9. Construction; Interpretation. Whenever the singular number is used in this Agreement and when required by the context, the same shall include the plural and vice versa, and reference to the masculine gender shall include the feminine gender and vice versa, as well as any form of legal entity or person. Whenever the words "include," "includes" or "including" are used in this Agreement, they shall be deemed to be followed by the words "without limitation." The headings in this Agreement are for convenience only and are in no way intended to describe, interpret, define or limit the scope, extent or intent of this Agreement or any of its provisions.

10. Whistleblower Provision. Notwithstanding anything in this Agreement to the contrary, Director understands that nothing contained in this Agreement limits Director's ability to file a charge or complaint with any federal, state or local governmental agency or commission

("Government Agencies") about a possible violation of any law without approval of Buyer (or any affiliate). Director further understands that this Agreement does not limit Director's ability to communicate with any Government Agency or otherwise participate in any investigation or proceeding that may be conducted by any Government Agency, including providing documents or other information, without notice to Buyer (or any affiliate) related to the possible violation. This Agreement does not limit Director's right to receive any resulting monetary award for information provided to any Government Agency.

Signature Page Follows

IN WITNESS WHEREOF, Director has executed and delivered this Agreement, and Buyer has caused this Agreement to be executed and delivered, all as of the day and year first above set forth.

FAIRWINDS CREDIT UNION

By: _____
Larry F. Tobin
President and Chief Executive Officer

Director:

_____

Print Name: _____
Address: _____
_____

Schedule I

For avoidance of doubt, the parties acknowledge and agree that the restrictions set forth in Sections 1(b)(ii) and (iii) shall not apply to any of the following activities of Director:

1. The provision of legal services by Director to any Person.

2. The offer and sale of insurance products by Director to any Person.

3. The provision of investment advisory and brokerage services by Director to any Person.

4. The provision of private equity/venture capital financing by Director to any Person.

5. The provision of accounting services by Director to any Person.

6. The ownership of 5% or less of any class of securities of any Person.

7. Activities that are incidental to the Director's performance of his or her profession so long as such activities are not a scheme to circumvent the restrictions contained in this Agreement.

Exhibit B-3

Form of Claims Letter

EXHIBIT B-3

CLAIMS LETTER

_____ 2021

Fairwinds Credit Union
135 West Central Boulevard, Suite 1220
Orlando, Florida 32801
Attention: Larry F. Tobin
President and Chief Executive Officer

Gentlemen:

This letter is delivered pursuant to section 7.8 of the Agreement and Plan of Merger, dated as of _____, 2021 (the "Merger Agreement"), by and among Fairwinds Credit Union ("Buyer"), Citizens Bancorp of Oviedo, Inc. (the "Holding Company"), and Citizens Bank of Florida ("Seller").

In consideration of the premises set forth in the Merger Agreement, and the mutual covenants contained therein and to be derived thereunder, and other good and valuable consideration the receipt and sufficiency of which are acknowledged, the undersigned, intending to be legally bound, hereby agrees as follows with respect to claims the undersigned may have, in his or her capacity as an officer, director or employee of the Holding Company or of its subsidiaries, including Seller (collectively, the "Company Entities"):

1. **Definitions**. Unless otherwise defined in this letter, capitalized terms used in this letter have the meanings given to them in the Merger Agreement. For purposes of this letter, the Holding Company and each of its subsidiaries are individually referred to as a "Company Entity" and collectively, as the "Company Entities".

2. **Release of Certain Claims.**

(a) The undersigned hereby releases and forever discharges, effective upon the consummation of the Merger under the Merger Agreement, each Company Entity, and its respective directors and officers (in their capacities as such), and their respective successors and assigns, and each of them (individually and collectively, the "Released Parties") of and from any and all liabilities, claims, demands, debts, accounts, covenants, agreements, obligations, costs, expenses, actions or causes of action of every nature, character or description (collectively, "Claims"), which the undersigned, solely in his capacity as an officer, director or employee of any Company Entity, has or claims to have, or previously had or claimed to have, in each case as of the Effective Time, against any of the Released Parties, whether in law, equity or otherwise, based in whole or in part on any facts, conduct, activities, transactions, events or occurrences known or unknown, matured or unmatured, contingent or otherwise (individually a "Released Claim," and collectively, the "Released Claims"), except for (i) compensation for services that have accrued but not yet been paid in the ordinary course of business consistent with past practice or other contract rights relating to severance, employment agreements, salary continuation agreements, split dollar agreements, stock options and restricted stock grants which have been disclosed in

writing to Buyer on or prior to the date of the Merger Agreement, and (ii) the items listed in Section 2(b) below.

(b) For avoidance of doubt, the parties acknowledge and agree that the Released Claims do not include any of the following:

(i) any Claims that the undersigned may have in any capacity other than as an officer, director or employee of any Company Entity, including, but not limited to, (A) Claims as a borrower under loan commitments and agreements between the undersigned and any Company Entity, (B) Claims as a depositor under any deposit account with any Company Entity, (C) Claims as the holder of any Certificate of Deposit issued by any Company Entity, (D) Claims on account of any services rendered by the undersigned in a capacity other than as an officer, director or employee of any Company Entity; (E) Claims in his or her capacity as a shareholder of the Holding Company or the Bank; and (F) Claims as a holder of any check issued by any other depositor of any Company Entity;

(ii) the Claims excluded in (i) and (ii) of Section 2(a) above;

(iii) any Claims that the undersigned may have under the Merger Agreement;

(iv) any right to indemnification that the undersigned may have under the articles of incorporation or bylaws of any Company Entity, or the Merger Agreement; or

(v) any rights or Claims listed on Schedule I to this Agreement.

3. **Forbearance.** The undersigned shall forever refrain and forebear from commencing, instituting or prosecuting any lawsuit, action, claim or proceeding before or in any court, regulatory, governmental, arbitral or other authority to collect or enforce any Released Claims which are released and discharged hereby.

4. **Miscellaneous.**

a. This letter shall be governed and construed in accordance with the laws of the State of Florida (other than the choice of law provisions thereof).

b. This letter contains the entire agreement between the parties with respect to the Released Claims released hereby, and this Release supersedes all prior agreements, arrangement or understandings (written or otherwise) with respect to such Released Claims and no representation or warranty, oral or written, express or implied, has been made by or relied upon by any party hereto, except as expressly contained herein or in the Merger Agreement.

c. This letter shall be binding upon and inure to the benefit of the undersigned and the Released Parties and their respective heirs, legal representatives, successors and assigns.

d. This letter may not be modified, amended or rescinded except by the written agreement of the undersigned and the Released Parties, it being the express understanding of the undersigned and the Released Parties that no term hereof may be waived by the action, inaction or course of dealing by or between the undersigned or the Released Parties, except in strict accordance

with this paragraph, and further that the waiver of any breach of this letter shall not constitute or be construed as the waiver of any other breach of the terms hereof.

e. The undersigned represents, warrants and covenants that the undersigned is fully aware of the undersigned's rights to discuss any and all aspects of this matter with any attorney chosen by him or her, and that the undersigned has carefully read and fully understands all the provisions of this letter, and that the undersigned is voluntarily entering into this letter.

f. This letter shall become effective upon the consummation of the Merger, and its operation to extinguish all of the Released Claims is not dependent on or affected by the performance or non-performance of any future act by the undersigned or the Released Parties (other than the failure of Buyer to pay the Merger Consideration under the Merger Agreement). If the Merger Agreement is terminated for any reason, this letter shall be of no force or effect.

g. If any civil action, arbitration or other legal proceeding is brought for the enforcement of this letter, or because of an alleged dispute, breach, default or misrepresentation in connection with any provision of this letter, the successful or prevailing party or parties shall be entitled to recover reasonable attorneys' fees, court costs, and all expenses even if not taxable as court costs (including, without limitation, all such fees, taxes, costs and expenses incident to arbitration, appellate, bankruptcy and post-judgment proceedings), incurred in that proceeding, in addition to any other relief to which such party or parties may be entitled. Attorneys' fees shall include, without limitation, paralegal fees, investigative fees, administrative costs, and all other charges billed by the attorney to the prevailing party (including any fees and costs associated with collecting such amounts).

h. IN ANY CIVIL ACTION, COUNTERCLAIM, PROCEEDING, OR LITIGATION, WHETHER AT LAW OR IN EQUITY, WHICH ARISES OUT OF, CONCERNS, OR RELATES TO THIS CLAIMS LETTER, ANY AND ALL TRANSACTIONS CONTEMPLATED BY THIS CLAIMS LETTER, THE PERFORMANCE OF THIS CLAIMS LETTER, OR THE RELATIONSHIP CREATED BY THIS CLAIMS LETTER, WHETHER SOUNDING IN CONTRACT, TORT, STRICT LIABILITY, OR OTHERWISE, TRIAL SHALL BE TO A COURT OF COMPETENT JURISDICTION AND NOT TO A JURY. EACH PARTY HEREBY IRREVOCABLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY. ANY PARTY MAY FILE AN ORIGINAL COUNTERPART OR A COPY OF THIS CLAIMS LETTER WITH ANY COURT, AS WRITTEN EVIDENCE OF THE CONSENT OF THE PARTIES TO THIS CLAIMS LETTER OF THE WAIVER OF THEIR RIGHT TO TRIAL BY JURY. NEITHER PARTY HAS MADE OR RELIED UPON ANY ORAL REPRESENTATIONS TO OR BY ANY OTHER PARTY REGARDING THE ENFORCEABILITY OF THIS PROVISION. EACH PARTY HAS READ AND UNDERSTANDS THE EFFECT OF THIS JURY WAIVER PROVISION. EACH PARTY ACKNOWLEDGES THAT IT HAS BEEN ADVISED BY ITS OWN COUNSEL WITH RESPECT TO THE TRANSACTIONS GOVERNED BY THIS CLAIMS LETTER AND SPECIFICALLY WITH RESPECT TO THE TERMS OF THIS SECTION.

i. The parties acknowledge that a substantial portion of the negotiations, anticipated performance and execution of this letter occurred or shall occur in Orange County, Florida. Any civil action, counterclaim, proceeding, or litigation arising out of or relating to this letter shall be

brought in the courts of record of the State of Florida in Orange County or the United States District Court, Middle District of Florida. Each party consents to the jurisdiction of such Florida court in any such civil action, counterclaim, proceeding, or litigation and waives any objection to the laying of venue of any such civil action, counterclaim, proceeding, or litigation in such Florida court. Service of any court paper may be effected on such party by mail, as provided in this letter, or in such other manner as may be provided under applicable laws, rules of procedure or local rules.

j. Notices. Any notice, consent, demand, request or other communication given to a party hereto in connection with this letter shall be in writing and shall be deemed to have been given to such party (i) when delivered personally to such party, or (ii) provided that a written acknowledgment of receipt is obtained, five (5) days after being sent by prepaid certified or registered mail, or (iii) two (2) days after being sent by a nationally recognized overnight courier, to the address (if any) specified below for such party (or to such other address as such party shall have specified by ten (10) days' advance notice given in accordance with this Section j).

If to Buyer: Fairwinds Credit Union
135 West Central Boulevard, Suite 1220
Orlando, Florida 32801
Attention: Larry F. Tobin
President and Chief Executive Officer

If to the undersigned: At the address set forth below the signature of the undersigned on the signature page of this Agreement.

Signature Page Follows

Sincerely,

_____

Signature of Officer or Director

_____

Print Name of Officer or Director

Address: _____

_____

On behalf of _____, I hereby acknowledge receipt of this letter as of this _____ day of _____, 2021.

Fairwinds Credit Union

By: _____

Name: Larry F. Tobin

Title: President and Chief Executive Officer

Schedule I
Additional Excluded Claims

OFFICE OF FINANCIAL REGULATION

CERTIFICATE OF MERGER

WHEREAS, Section 655.412, and 657.065, 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, Russell C. Weigel, III, Commissioner, Office of Financial Regulation, do hereby issue this Certificate authorizing consummation of the merger and consolidation of the following constituent financial institutions:

Fairwinds Credit Union, Orlando, Orange County, Florida — Charter # 665

Citizens Bank of Florida, Oviedo, Seminole County, Florida — Charter # 420

under the charter of: Fairwinds Credit Union
under the title of: Fairwinds Credit Union
under State Charter No: 665

And, the Office further authorizes Fairwinds Credit Union to continue the transaction of a general credit union business with main offices at 135 West Central Boulevard, Orlando, Orange County, Florida, and with branch offices as authorized by law. On the effective date of merger, 10:00 p.m., eastern daylight time on April 13, 2022, the charter and franchise of Citizens Bank of Florida shall be deemed terminated and surrendered.

Signed and Sealed this 11th day of April 2022.

Russell C. Weigel, III, Commissioner
Office of Financial Regulation