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Merger
4/20/18
DC

DREW J. BREAKSPEAR
Commissioner

INTEROFFICE COMMUNICATION

DATE: April 20, 2018

TO: Ms. Diane Cushing or Ms. Darlene Connell, Department of State
Division of Corporations

FROM: Jason Guevara, Licensing and Chartering

SUBJECT: Ovation Holdings, Inc., and Encore Bank

Please file the attached filings in the following sequence for the above-reference entities, using April 20, 2018 as the effective date:

- Ovation Holdings, Inc. files Restated Articles of Incorporation (to convert to a Successor Institution) which will be effective on April 20, 2018 at 4:58 p.m., EDT;
- Ovation then merges with and into Encore Bank effective on April 20, 2018 at 4:59 p.m., EDT; and
- Encore Bank then merges with and into LMCU on April 20, 2018 at 5:00 p.m., EDT.

Please make the following distribtution of copies:

(1) One certified copy to:
Jason Guevara
Office of Financial Regulation
Licensing & Chartering
200 East Gaines Street
Tallahassee, FL 32399

(1) One certified copy to:
Mr. John P. Greeley
Smith Mackinnon, PA
Suite 1200, Citrus Center
255 South Orange Ave
Orlando, FL 32801

Also attached is a check that represents payment of the filing fees and certified copies. If you have any questions please call (850) 410-9513.

SMITH MACKINNON, PA

ATTORNEYS AT LAW

SUITE 1200
CITRUS CENTER
255 SOUTH ORANGE AVENUE
ORLANDO, FLORIDA 32801

POST OFFICE BOX 2254
ORLANDO, FLORIDA 32802-2254

TELEPHONE: (407) 843-7300
FACSIMILE: (407) 843-2448
EMAIL: JPG7300@AOL.COM

JOHN P. GREELEY

April 17, 2018

Via Federal Express

Jason M. Guevara, Financial Administrator
Division of Financial Institutions
Florida Office of Financial Regulation
200 East Gaines Street
Tallahassee, Florida 32399-0371

Re: Encore Bank
Naples, Florida

Dear Jason:

Enclosed is an original and two copies of each of the following documents:

1. Restated Articles of Incorporation for Ovation Holdings, Inc. ("Ovation");

2. Articles of Merger between Ovation and Encore Bank ("Encore"); and

3. Articles of Merger between Encore and Lake Michigan Credit Union ("LMCU").

Please note that the Restated Articles convert Ovation to a successor institution. The Articles of Merger for Ovation and Encore are for the merger of Ovation with and into Encore. Finally, the Articles of Merger between Encore and LMCU are for the merger of Encore with and into LMCU.

I have also enclosed a check in the amount of $227.50 payable to the Florida Secretary of State representing the following filing fees:

1. Restated Articles of Incorporation - $35.00 filing fee and $17.50 for two certified copies;

2. Articles of Merger between Ovation and Encore - $70.00 filing fee and $17.50 for two certified copies; and

3. Articles of Merger between Encore and LMCU - $70.00 filing fee and $17.50 for two certified copies.

With regard to the two certified copies of each of the three foregoing documents, one set is for your files, and one set should be mailed to me.

Please do not file the documents with the Florida Secretary of State until I call you the morning of Friday, April 20, 2018. At that time, we anticipate that we will have the final approval of the merger transaction from NCUA.

As you review the foregoing and the attached materials, please let me know if you have any questions or comments. As always, we very much appreciate your assistance.

Very truly yours,

John P. Greeley

JPG:br
Enclosures
Copy to: Thomas N. Ray
President and Chief Executive Officer
Encore Bank

FILED
18 APR 20 PM 3:30
SECRETARY OF STATE
TALLAHASSEE FLORIDA

ARTICLES OF MERGER
OF
ENCORE BANK
WITH AND INTO
LAKE MICHIGAN CREDIT UNION

Pursuant to the provisions of the Florida Business Corporation Act (the "Florida Act") and applicable law, Lake Michigan Credit Union, a state chartered credit union organized under the laws of the State of Michigan, and Encore Bank, a Florida banking corporation, do hereby adopt the following Articles of Merger for the purpose of merging Encore Bank with and into Lake Michigan Credit Union:

FIRST: The names of the corporations that are parties to the merger (the "Merger") contemplated by these Articles of Merger are Lake Michigan Credit Union and Encore Bank. The surviving corporation in the Merger is Lake Michigan Credit Union.

SECOND: The Plan of Merger is set forth in the First Amended and Restated Agreement and Plan of Merger by and among Ovation Holdings, Inc., Lake Michigan Credit Union and Encore Bank dated as of November 27, 2017 (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 5:00 p.m., Eastern Daylight Time, on April 20, 2018, in accordance with the provisions of the Florida Act and applicable law.

FOURTH: The Merger Agreement was adopted by the sole shareholder of Encore Bank pursuant to the applicable provisions of the Florida Act and the Florida Financial Institutions Codes on November 27, 2017. The Merger Agreement was adopted by the Board of Directors of Lake Michigan Credit Union on July 24, 2017, pursuant to the applicable provisions of law. No approval of the Merger Agreement was required by the stockholders of Lake Michigan Credit Union.

FIFTH: The address of Lake Michigan Credit Union is 4027 Lake Dr. SE, Grand Rapids, Michigan 49546.

SIXTH: Lake Michigan Credit Union is deemed to have appointed the Florida Secretary of State as its agent for service of process in a proceeding to enforce any obligation or the rights of dissenting shareholders of Encore Bank.

SEVENTH: Lake Michigan Credit Union has agreed to promptly pay to the dissenting shareholders of Encore Bank the amount, if any, to which they are entitled under the applicable provisions of the Florida Act and applicable law.

[Signature page follows.]

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

LAKE MICHIGAN CREDIT UNION

By: _____

Sandra Jelinski
President and Chief Executive Officer

APRIL 16, 2018

ENCORE BANK

By: _____

Thomas N. Ray
President and Chief Executive Officer

APRIL 16, 2018

EXHIBIT A

MERGER AGREEMENT

FIRST AMENDED AND RESTATED AGREEMENT AND PLAN OF MERGER

BY AND AMONG

LAKE MICHIGAN CREDIT UNION,

OVATION HOLDINGS, INC.,

AND

ENCORE BANK

Dated as of November 27, 2017

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FIRST AMENDED AND RESTATED AGREEMENT AND PLAN OF MERGER

This **FIRST AMENDED AND RESTATED AGREEMENT AND PLAN OF MERGER** (this "Agreement"), is entered into as of November 27, 2017, by and among **LAKE MICHIGAN CREDIT UNION**, a state chartered credit union organized under the laws of the state of Michigan ("Buyer"), **OVATION HOLDINGS, INC.**, a Florida corporation and registered bank holding company (the "Holding Company"), and **ENCORE BANK**, a Florida chartered 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. On or about September 29, 2017, the Parties and another entity entered into that certain Agreement and Plan of Merger (the "Original Agreement and Plan of Merger").

B. 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").

C. Pursuant to the terms of this Agreement, and except as provided herein, each issued and outstanding share of common stock of Seller, $5.00 par value per share ("Seller Common Stock"), shall be converted at the Effective Time of the Merger into the right to receive cash as set forth in this Agreement.

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

E. The Parties desire to amend and restate the Original Agreement and Plan of Merger in its entirety as hereinafter provided, effective as of the date of this Agreement

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 this Agreement and the Florida Business Corporation Act ("FBCA"), the Florida Financial Institutions Codes ("FFIC"), and 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 Time. As of the Closing, the Parties will cause articles of merger (the "Certificate of Merger") to be executed and filed with the Florida Secretary of State as provided in the FBCA. The Merger shall become effective on the date and time set forth in the Certificate of Merger (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 by-laws of the Buyer, as in effect immediately prior to the Effective Time, shall be the certificate of authorization and by-laws 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 by-laws of the Continuing Entity.

Section 1.4 Merger of Holding Company into Seller. 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 (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. As a part of the consummation of the Consolidation Merger, the Holding Company shall amend and restate its articles of incorporation in the form attached hereto as Exhibit B to be consistent with the form of a "successor institution" under the FFIC. In the Consolidation Merger, 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 of appraisal as provided in Section 2.4(c) below).

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 9:00 a.m., local time, on the Closing Date through mail or at the offices of Howard & Howard Attorneys PLLC, 200 South Michigan Avenue, Suite 1100, Chicago, Illinois 60604, or at such other place and time upon which the Parties may agree.

ARTICLE 2

MERGER CONSIDERATION

Section 2.1 Merger Consideration. The aggregate amount to be paid to the shareholders of the Seller (the "Holders" and, individually, a "Holder") shall be an amount in cash equal to $17.83 per share for each Seller share outstanding (the "Merger Consideration"), after taking into account (i) 3,388,131 outstanding Holding Company shares, (ii) 167,000 shares converted from convertible debt at the Holding Company, and (iii) 5,167 restricted shares, resulting in 3,560,298 shares (subject to increase by any Holding Company stock options outstanding which are exercised prior to the Closing) and, further, resulting in a total consideration of $63,480,113 (the "Purchase Price"). The Purchase Price is subject to possible adjustment pursuant to Section 10.2(f) and, if it is so adjusted, then the Purchase Price amount of

$63,480,113 will be reduced as contemplated by Section 10.2(f) and the adjusted Merger Consideration shall be computed by dividing the resultant Purchase Price by 3,560,298 shares. Additionally Buyer will pay in cash at Closing an amount of $326,920 in relation to the 44,000 Holding Company stock options outstanding as of the date of this Agreement to make up the difference between $17.83 Merger Consideration price less the exercise price of such stock options (which, as of the date of this Agreement, have a weighted average per share exercise price of $10.40). Such amount will be paid by the Buyer to each holder of a Holding Company or Bank stock option outstanding as of the Closing and in an amount to each such option holder equal to the product of (i) the amount of options held by such stock option holder, multiplied by (ii) the difference between the $17.83 Merger Consideration less the exercise price of such stock options. To the extent that any Holding Company stock options are exercised prior to the Closing, then there will be a reduction in the Holding Company and Bank stock options outstanding and a corresponding increase in the number of Seller shares outstanding.

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 comment and approval a statement that sets forth (a) the name of each holder of Holding Company common stock who will own shares of Seller Common Stock upon consummation of the Consolidation Merger (subject to Holding Company shareholders who exercise dissenters' rights), (b) a detailed preliminary calculation of the Merger Consideration, in the aggregate and to be paid to each Holder at Closing pursuant to Section 2.3 of this Agreement, (c) a detailed preliminary calculation of the Seller's Minimum Equity expected as of Closing in the aggregate, and (d) the aggregate amount of each of the Transaction Expenses (as defined below), de-conversion fee and other fees expected at Closing.

Section 2.3 Payment of Merger Consideration. Subject to the procedures set forth in Section 2.5, the Buyer shall pay and distribute (or cause to be paid and distributed) a portion of the Merger Consideration to each Holder of Seller Common Stock issued and outstanding at the Effective Time in an amount per share equal to the quotient of (a) the aggregate amount of the Purchase Price divided by (b) the total number of shares of Seller Common Stock outstanding as of immediately prior to the Effective Time (the "Per Share Merger Consideration").

Section 2.4 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) Subject to Section 2.3 and the other provisions of this Section 2.4, each share of Seller Common Stock issued and outstanding as of immediately prior to the Effective Time (other than shares of Seller Common Stock to be canceled pursuant to Section 2.4(b) and Dissenting Shares to the extent provided in Section 2.4(c), shall be converted into the right to receive, upon the surrender of the Certificate formerly representing such share of Seller Common Stock, an amount equal to the Per Share Merger Consideration. At the Effective Time, Seller shall be merged with and into Buyer and 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 such share of Seller Common Stock shall no longer be outstanding and shall automatically be canceled and shall cease to exist, and each Holder of such Certificate shall cease to have any rights with respect thereto, except the right to receive the amounts described in this Section 2.4 to be paid in consideration therefor upon surrender of such Certificate in

accordance with Section 2.5, without interest.

(b) 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.

(c) 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 not voted such shares in favor of the Merger and who has properly demanded appraisal rights in the manner provided by the FBCA and the FFIC ("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 appraisal rights. The Holders of Dissenting Shares shall be entitled only to such appraisal and the dissenters' rights as are granted by the FBCA and the FFIC (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 appraisal rights as provided in the Dissenting Laws, or (ii) if any such Holder of Dissenting Shares shall have effectively withdrawn demand for appraisal of such shares or lost the right to appraisal and payment for shares under the Dissenting Laws, such Holder of Dissenting Shares shall forfeit the right to appraisal of such shares 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 2.4(a) of this Agreement.

Section 2.5 Exchange of Certificates. At the Effective Time, the Buyer shall deliver to a third party designated by Buyer (sometimes referred to herein as the "Paying Agent") sufficient cash for payment of the Merger Consideration pursuant to Section 2.3. Such cash is referred to in this Article 2 as the "Conversion Fund." Buyer shall be solely responsible for the payment of any fees and expenses of the Paying Agent. The Conversion Fund shall be invested by the Paying Agent as directed by Buyer and any net profits resulting from, or interest or income produced by, such investments shall be payable as directed by Buyer.

(a) As soon as is reasonably practicable, but in no event later than five (5) business days after the Closing Date, the Buyer shall cause the Paying Agent to mail to each Holder of record of a certificate or certificates that immediately prior to the Effective Time represented issued and outstanding shares of Seller 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 Paying Agent), and instructions for use in effecting the surrender of the Certificates pursuant to this Agreement.

(b) Prior to receiving any portion of the Merger Consideration, each Holder shall have delivered to the Paying Agent (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 Paying Agent, together with such Letter of Transmittal, duly executed, the

Holder of such Certificate shall be entitled to receive promptly from the Paying Agent 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 2.4(a), and the Certificate so surrendered shall be canceled. Until surrendered as contemplated by this Section 2.5, 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 2.5(b), the consideration into which the shares represented by such Certificate shall have been converted pursuant to Section 2.4(a).

(c) After the Effective Time, there shall be no transfers on the stock transfer books of Seller of the shares of 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 or Seller (as appropriate) 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. 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 or the Paying Agent, 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 Paying Agent will pay in exchange for such lost, stolen or destroyed Certificate the Per Share Merger Consideration deliverable in respect of such shares of Company Common Stock represented by such Certificate.

(g) Any portion of the Conversion Fund that remains unclaimed by the Holders for six (6) months after the Effective Time shall be paid to Buyer, or its successors in interest. Any Holder who has not theretofore complied with this Article 2 shall thereafter look only to Buyer, or its successors in interest, for the payment of the Per Share Merger Consideration. Notwithstanding the foregoing, none of Buyer, Seller, the Paying Agent 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.

Section 2.6 Payment of Transaction Expenses. On the Closing Date, Seller shall fully pay or cause to be paid each Transaction Expense, to the extent not paid prior to the Closing Date, and shall furnish Buyer with appropriate evidence that full payment has been made.

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 hereof 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.

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

Section 3.1 Organization and Authority; Capitalization.

(a) Seller is a Florida chartered banking corporation, 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 owns and/or operates. The execution, delivery, and performance by Seller of this Agreement 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). This Agreement has been duly executed and delivered by Seller and constitutes the valid and legally binding obligation of it, enforceable against it 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").

(b) The authorized capital stock of Seller consists of as of the date of this Agreement, and will consist of at the Closing, 20,000,000 shares of common stock, par value $5.00 per share, of which 2,950,000 shares are issued and outstanding as of the date of this Agreement, with no shares of preferred stock authorized or issued and outstanding as of the date of this Agreement. The issued and outstanding shares of common stock of Seller have been duly and validly authorized and issued and are fully paid and non-assessable and owned by the Holding Company. There are no options, agreements, contracts, or other rights in existence to purchase or acquire any shares of capital stock of Seller, whether now or hereafter authorized or issued. To the knowledge of the Holding Company and Seller, none of the issued and outstanding shares Seller Common Stock are, nor on the Closing Date will they be, subject to any claim of right that would prevent or delay the consummation of any transaction contemplated hereby.

(c) The authorized capital stock of the Holding Company consists of as of the date of this Agreement, and will consist of at the Closing, 100,000,000 shares of common stock, par value $0.01 per share, of which 3,388,131 shares are issued and outstanding as of the date of this Agreement, with 10,000,000 shares of preferred stock authorized, with none issued and outstanding as of the date of this Agreement. The issued and outstanding shares of common stock of the Holding Company have been duly and validly authorized and issued and are fully paid and non-assessable. Except as disclosed in Schedule 3.1(c), there are no options, agreements, contracts, or other rights in existence to purchase or acquire any shares of capital

stock of the Holding Company, whether now or hereafter authorized or issued.

(d) None of the shares of Seller Common Stock have been issued in violation of any federal or state securities laws or any other legal requirement. Since December 31, 2014, except as disclosed in Schedule 3.1(d), no shares of Seller Common Stock have been purchased, redeemed or otherwise acquired, directly or indirectly, by Seller, and no dividends or other distributions payable in any equity securities of Seller have been declared, set aside, made or paid to Holding Company. None of the shares of authorized common stock of Seller are, nor on the Closing Date will they be, subject to any claim of right inconsistent with this Agreement.

Section 3.2 Conflicts; Consents; Defaults. Except as set forth in the Disclosure Schedule, neither the execution and delivery of this Agreement by Seller nor the consummation of the transactions 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 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 Seller, (iii) require any consent, approval, authorization or filing under any law, regulation, judgment, order, writ, decree, permit, license or agreement to which Seller is a party, or (iv) require the consent or approval of any other party to any material contract, instrument or commitment to which Seller is a party, in each case other than any required approvals of or notices as to this Agreement and the transactions by the FDIC, FBCA, FFIC, DIFS, and National Credit Union Administration ("NCUA") (the "Regulators"), Holding Company, as the Seller's sole shareholder, and the shareholders of Holding Company.

Section 3.3 Financial Information. Except as set forth in the Disclosure Schedule, the Seller's audited balance sheet of Seller as of December 31, 2016, and related audited income statement for the year ended December 31, 2016, together with the notes thereto, and/or the unaudited periodic financial statements of Seller as of [October 31], 2017 (collectively referred to herein as "Seller Financial Statements"), copies of which have been provided to Buyer, have been 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 the financial position and the results of operations, and cash flows of the Seller, as of the dates and for the periods indicated.

Section 3.4 Absence of Changes. Except as set forth in the Disclosure Schedule, no events or transactions have occurred since July 31, 2017 which have resulted in a Material Adverse Effect as to 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 Seller, or (2) the ability of the Seller to perform its 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) employee departures or terminations after announcement of this Agreement, (C) the issuance or compliance with any directive or order of any Regulator, or (D) actions taken by Seller pursuant to the terms of this Agreement or with the written consent of Buyer.

Section 3.5 Title to Real Estate. Except as may be disclosed in the Disclosure Schedule, (i) Seller 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 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 the real estate, buildings and fixtures owned by Seller as of the date hereof ("Encore Real Estate") complies in all material respects with all applicable private agreements, zoning requirements and other governmental laws and regulations relating thereto, and to Seller's knowledge there are no condemnation proceedings pending or threatened with respect to the Encore 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 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"), the 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 the all assets of the Seller at the close of business on the Closing Date at the close of business on the Closing Date not otherwise enumerated herein other than the Excluded Assets ("Other Assets") owned by it, free and clear of all Encumbrances other than the lien of the Federal Home Loan Bank of Atlanta (the "FHLB") with respect to certain of the loans. 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, free and clear of all Encumbrances, other than 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 Loan and all servicing rights relating thereto. The Loan is 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 Loan 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 Loan.

(b) Except for any commitment of Seller to fund additional advances under any Loan, or under any new unfunded Loan commitment on and after the Closing Date (the "Unfunded Commitment"), the full principal amount of the 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 direct to him or her, or by payment made on his or her approval, 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 [October 31], 2017, is as stated on Schedule 3.7(b).

(c) To the 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 the knowledge of Seller, 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.

(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 bankruptcy, creditors' rights laws, and general principles of equity.

(f) Except as set forth on Schedule 3.7(e), as of the date hereof, (i) no Loan is in default, nor, to Seller's knowledge, is there any event applicable to a Loan where 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 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, the collateral for each such Loan is owned by the Loan Debtor.

(i) To the Seller's knowledge, 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. Except as set forth in the Disclosure Schedule, 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 ("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 and, if applicable, fixtures and securing the obligations of a Loan Debtor with respect to a Loan ("Mortgage") that:

(a) The Mortgage is a valid first lien on the real property encumbered by a 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 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) To Seller's knowledge, there is no proceeding pending for the total or partial condemnation of the Mortgaged Property and 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) To Seller's knowledge, 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). 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 ("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) 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 in 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) 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; and

(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.

Section 3.10 Unsecured Loans. Except as set forth in the Disclosure Schedule, no Unsecured Loan has been charged-off under Seller's normal procedures since July 31, 2017.

Section 3.11 Allowance. Except as set forth in the Disclosure Schedule, to Seller's

knowledge, the Allowance shown on the Seller Financial Statements as of [October 31], 2017, with respect to the Loans is adequate as of such date under the requirements of GAAP to provide for possible 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 or as otherwise set forth in the Disclosure Schedule, none of the investments reflected in the Seller Financial Statements as of [October 31], 2017, and none of the investments made by Seller since [October 31], 2017, 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.

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) Schedule 3.13(b) is a true and correct schedule of the Deposits prepared as of the date indicated thereon (which shall be updated through the Closing Date), listing by category 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 fiduciary 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 are 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 Schedule 3.13(b).

Section 3.14 Contracts. The Disclosure Schedule 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 July 31, 2017, 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) were 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 to Buyer.

Section 3.15 Tax Matters. Except as set forth in the Disclosure Schedule, 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. Seller is not (a) aware 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 ("Governmental Authority") for assessment or collection of taxes. To Seller's knowledge, Seller is not the subject of any threatened action or proceeding by any Governmental Authority for assessment or collection of taxes. The reserve for taxes in the audited financial statements of

Seller for the year ended December 31, 2016, is, in the opinion of management of Seller, adequate to cover all of the tax liabilities of Seller (including, without limitation, income taxes and franchise fees) as of such date in accordance with GAAP.

Section 3.16 Employee Matters.

(a) Except as may be disclosed in the Disclosure Schedule, 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 nor existing proposal to attempt to unionize any group of employees of the Seller.

(b) Except as may be disclosed in the Disclosure Schedule, (i) the 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 the 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, 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 Section 3(37))), or (d) Employee Welfare Benefit Plan (as defined in ERISA section 3(1)) (collectively the "Employee Benefit Plan") or material fringe benefit plan or program of Seller (and 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. 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 for the agreements with Messrs. Ray, Blevins, Patel and Avril, Seller is not a party to or bound by any employment, change in control or similar type agreement with any employee or service provider.

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) Except as may be disclosed in the Disclosure Schedule, no activity or condition exists at or upon the Encore 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 Encore 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 Encore Real Estate, or any OREO where the aggregate cost of such actions would be material to Seller. Except as may be disclosed in the Disclosure Schedule, and to the knowledge of Seller, 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. Seller does not have 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 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 Seller or the notes thereto, except (i) for liabilities set forth or reserved against in the Seller Financial Statements as of [October 31], 2017, (ii) for liabilities occurring in the ordinary course of business of Seller since [October 31], 2017, (iii) liabilities relating to the possible sale of Seller or other transactions contemplated by this Agreement, and (iv) as may be disclosed in the Disclosure Schedule.

Section 3.20 Litigation. Except as set forth in the Disclosure Schedule, there is no action, suit, proceeding or investigation pending against Seller or to the best 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, 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" means the 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 below) 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 retained by Seller 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 agreement with Hovde Group, LLC, 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 Interim Events. Since December 31, 2016, Seller has not paid or declared any dividend or made any other distribution to its shareholders or taken any other action which if taken after the date of this Agreement would require the prior written consent of Buyer under Section 7.05 hereof.

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 is customary with banks of similar size. The Disclosure Schedule 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. Except as may be disclosed in the

Disclosure Schedule, 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 agency 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 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 regulatory applications is or will be true and complete as of the date so furnished. There are no facts known to the Seller which Seller has not disclosed to the Buyer in writing, which, insofar as 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 its obligations pursuant to this Agreement.

Section 3.30 Representations Regarding Financial Condition.

(a) Seller is not entering into this Agreement in an effort to hinder, delay or defraud their creditors.

(b) Seller is not insolvent.

(c) Seller has no intention to file proceedings for bankruptcy, insolvency or any similar proceeding for the appointment of a receiver, conservator, trustee, or guardian with respect to its business or assets prior to the Closing.

Section 3.31 Limitation of Warranties. EXCEPT AS SPECIFICALLY SET FORTH IN THIS AGREEMENT, SELLER EXPRESSLY DISCLAIMS ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO THE FIXED ASSETS OR WITH RESPECT TO ANY OTHER ASSETS BEING TRANSFERRED TO OR LIABILITIES BEING ASSUMED BY BUYER (EXCLUDING THE REAL ESTATE), INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY OR OF FITNESS FOR A PARTICULAR PURPOSE.

Section 3.32 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 Seller to enter into and perform its obligations under this Agreement, Buyer represents and warrants to Seller as follows:

Section 4.1 Organization. Buyer is a Michigan 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 Michigan 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, have been duly authorized by all necessary corporation action. This Agreement has been duly executed and delivered by Buyer and constituted 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 cart 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 all requisite regulatory applications is or will be true and complete as of the date so furnished. Except as set forth in the 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 Merger Consideration payable hereunder and will be "well capitalized" under the NCUA and DIFS 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, 2016, and the related audited consolidated income statement for the year ended December 31, 2016, together with the notes thereto, and/or the unaudited periodic financial statements of Buyer as of [October 31], 2017, 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 No Omissions. None of the representations and warranties contained in Article 4 or in the Schedules provided for herein by Buyer. is false or misleading in any material respect or omits to state a fact herein necessary to make such statements not misleading in any material respect.

ARTICLE 5

AGREEMENTS AND COVENANTS

Section 5.1 Operation in Ordinary Course. From the date hereof to the Closing Date, Seller shall: (a) not engage in any transaction affecting the Seller's locations, the Deposits, liabilities, or the Assets except in the ordinary course of business, and shall operate and manage its business in the ordinary course consistent with past practices; (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 its books of accounts and records in the usual, regular and ordinary manner; and (d) use reasonable best efforts to duly maintain compliance with all laws, regulatory requirements and agreements to which it is subject or by which it is bound. Without limiting the generality of the foregoing, prior to the Closing Date, Seller shall not, unless required by any Regulator or with the prior written consent of Buyer, which consent shall not be unreasonably withheld or delayed and provided however, if consent is withheld, Buyer must notify Seller in writing within three business days of the request or such inaction shall be considered the equivalent of prior written consent:

(a) fail to maintain the Fixed Assets and Real Estate in their present state of repair, order and condition, reasonable wear and tear and casualty excepted;

(b) fail to maintain its financial books, accounts and records in accordance with GAAP;

(c) fail to charge off assets in accordance with GAAP;

(d) fail to comply, in all material respects, with all applicable laws and regulations relating to its operations;

(e) 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;

(f) take any action, or enter into or authorize any transaction, other than in the ordinary course of business and consistent with past practice, relating to or affecting its operations or involving any of the Assets or liabilities;

(g) 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;

(h) 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;

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

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

(k) make any new (1) Business Loan in excess of $3,500,000, (2) Residential Mortgage Loan in excess of $3,500,000, (3) Home Equity Loan with a loan to value ratio in excess of 80% or in excess of $500,000, (4) any Unsecured Loan or Auto Receivable in excess of $200,000, 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, and may purchase the guaranteed portion of USDA, Farm Service Agency and Small Business Association loans in the normal course of business in aggregate not to exceed $5,000,000.

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

(m) 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 for the Seller Special Dividend;

(n) invest in any Fixed Assets or improvements 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;

(o) 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 2.0% per employee;

(p) except as expressly provided for elsewhere in this Agreement or

Disclosure Schedule 5.1(p), pay incentive compensation or interim bonuses to employees;

(q) 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;

(r) fail to use its reasonable best 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;

(s) amend or modify any of its promotional, deposit account or practices other than amendments or modifications in the ordinary course of business or otherwise consistent with the provisions of this Agreement;

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

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

(v) fail to comply in all material respects with the Contracts;

(w) 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; *provided, however*, the Seller shall not take any additional FHLB advances other than overnight or other short-term (less than 90 days) advances, which shall not exceed 10% of the total assets of Seller in the aggregate;

(x) purchase or otherwise acquire any investment security for their own account that exceeds $2,000,000 or purchase or otherwise acquire any security other than U.S. Treasury or other governmental 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 fifteen years 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";

(y) 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 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; or

(z) voluntarily take any action that would change Seller's Loan loss reserves which is not in compliance with Seller's past practices consistently applied and in compliance with GAAP.

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 transitional matters; provided, however, that the foregoing actions do 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 the Holding Company shall be required to provide access or disclose information where such access or disclosure would violate or prejudice the rights of its customers, jeopardize the attorney-client privilege of Seller or the Holding Company, relates to confidential Regulator examination material, or 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.

Section 5.3 Meeting of Shareholders of Holding Company; Dissenters. Holding Company has called a meeting of its shareholders for the purpose of voting upon this Agreement, the Merger and the Consolidation Merger herein contemplated in accordance with Holding Company's charter, its by-laws and the FBCA and the FFIC (the "Shareholders Meeting") (with the Shareholders Meeting to be held no later than December 31, 2017). Subject to Section 5.7, Holding Company shall, through the Holding Company board, recommend to its shareholders, except under circumstances in which the Holding Company board determines, after consultation with outside legal counsel, that doing so is reasonably likely to result in a breach of its fiduciary duties under applicable law, adoption of this Agreement and the Merger. Holding Company shall prepare and mail to its shareholders in connection with the Shareholders Meeting a proxy statement reasonably acceptable to Buyer and Holding Company and in compliance with applicable law (the "Proxy Statement"). In accordance with FBCA and the FFIC, in connection with the Shareholders Meeting Holding Company will notify its shareholders of record for purposes of the Shareholders Meeting of their appraisal rights under the Dissenting Laws in the Proxy Statement or otherwise. Holding Company will give Buyer prompt written notice of any written notice or demands for appraisal for any Holding Company common stock, any attempted withdrawals of such demands and any other notice given or instrument served relating to the exercise of dissenters' rights granted under the Dissenting Laws, including the name of each dissenting stockholder and the number of shares of Holding Company common stock to which the dissent relates.

Section 5.4 Regulatory Filings. As promptly as practicable after the date of this Agreement, but no later than thirty (30) days after the date hereof, Buyer and Seller shall file all applications, filings, notices, consents, permits, requests, or registrations required to obtain authorizations of any Regulator and consents of all third parties necessary to consummate the Merger and Consolidation Merger. Buyer and Seller will use their reasonable and diligent 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 the obtaining of all such authorizations and consents necessary or advisable to consummate the Merger and Consolidation Merger. Seller and Buyer agree to use their reasonable and diligent efforts to cooperate in connection with obtaining such authorizations and consents. Each party will keep the other party apprised of the status of material matters relating to completion of the Merger and Consolidation Merger. Copies of applications and correspondence of each party with its Regulators shall be promptly provided to the other party. Each of Buyer and Seller agrees, upon request, to furnish the other party with 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 or Seller to any third party or the Regulator.

Section 5.5 Reasonable Best Efforts. Subject to the terms and conditions of this Agreement, the Parties shall use reasonable best 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 obtainment 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. Seller shall use reasonable best efforts to preserve the reputation and relationship of Seller and the Holding Company with suppliers, clients, customers, employees, and others having business relations with Seller or the Holding Company. Buyer 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, neither 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 the Holding Company shall not during the term of this Agreement, directly or indirectly, solicit, facilitate or encourage 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 an acquisition of control of either Seller or the Holding Company within the meaning of 12 U.S.C. § 1817(j) (disregarding the exceptions set forth in 12 U.S.C. § 1817(j)(17)) and the regulations of the Federal Reserve thereunder (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 the Holding Company 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 the 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 and that failure to pursue such Acquisition Proposal could result in a breach of its fiduciary duties under applicable law, the Holding Company board may, so long as Holding Company complies at all times with its obligations under Section 5.7(c), (i) furnish information with respect to Seller or the Holding Company 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 in a manner adverse to Buyer, Holding Company's recommendation to its shareholders with respect to this Agreement, the Merger and Consolidation Merger contemplated by this Agreement, and/or (iv) terminate this Agreement in order to concurrently enter into an agreement with respect to such Acquisition Proposal; provided, however, that the Holding Company board may not 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 the Holding Company board and during such five (5) business-day period, Seller and the Holding Company otherwise cooperate 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 the Holding Company 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 the Holding Company board prior to the date of this Agreement) containing terms which the Holding Company board determines, in its good faith judgment, to be more favorable from a financial perspective than the Merger.

(c) In addition to the obligations of Holding Company set forth in Section 5.7(a) and 5.7(b), Holding Company shall immediately 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 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 Meeting Minutes. Seller shall provide Buyer with copies of minutes and consents from all of its board and committee meetings (if any) no later than seven days thereafter except for any confidential discussion of this Agreement and the transaction contemplated hereby or any third party proposal to acquire control of Seller or any other matter that has been determined to be confidential, and except for information where such disclosure would violate or prejudice the rights of its customers, jeopardize the attorney-client privilege of Seller or the Holding Company, relates to confidential Regulator examination material, or 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 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 25th 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.

(b) Seller's disclosure of a matter in the 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 in the Schedules or a.

(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 in the Schedules or a Buyer Material Adverse Effect.

Section 5.10 Indemnification.

(a) For a period of six (6) years after the Closing Date, Buyer shall indemnify, defend and hold harmless: (i) the present and former directors, officers and employees of the Seller and the Holding Company, and all such directors, officers and employees of the Seller and the Holding Company and their subsidiaries serving as fiduciaries under any of the respective benefits plans of the Seller and the 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 any such benefit plan 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 use its best efforts (and Seller and Holding Company shall cooperate prior to the Closing Date) to 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 amounts 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, $40,000 (the "Maximum Amount"). If the amount of premium that is necessary to maintain or procure such insurance coverage exceeds the Maximum Amount, Buyer shall use its reasonable best 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 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 Seller Financial Statements described in Section 3.3.

Section 5.12 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 Benefit Plans and shall take such actions with respect to the Benefit Plans as may be necessary to amend or terminate any Benefit Plan on or before the Closing on terms reasonably acceptable to Buyer; provided, however, that neither Company nor Seller shall be obligated to take any such required action that is irrevocable until immediately prior to the Effective Time. Specifically, and in accordance with applicable laws, rules, regulations and plan documents, prior to the Effective Time:

(a) Buyer will pay in cash at Closing to the holders of stock options the amounts contemplated pursuant to Section 2.1;

(b) All restricted shares of capital stock or other capital stock equivalents of Seller will be vested, forfeited, surrendered or terminated, and any related equity-based compensation or similar plans maintained by Seller with respect thereto or otherwise will have been terminated; and

Section 5.13 Holding Company Debentures. Immediately prior to the Closing, the Seller shall pay to the Holding Company the Seller Special Dividend to pay the non-convertible debt of the Holding Company and, through the Seller Special Dividend, the Holding Company shall pay in full the $5.0 million non-convertible debt (plus accrued interest) previously issued by the Holding Company.

Section 5.14 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 the 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 the 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 the Holding Company would not have been required to make but for the provisions of this Section 5.14 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 pursuant to Section 2.1, 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 5.15 Tax Returns and Tax Filings. Neither Seller nor the 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 the 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 5.16 Director Fees. Immediately prior to the Closing, the Holding Company or the Seller shall pay the director fees in the amounts and to the individuals set forth in Section 5.16 of the Seller Disclosure Schedule.

Section 5.17 Transaction Expenses. Immediately prior to the Closing, the Holding Company and the Seller shall pay the Transaction Expenses.

ARTICLE 6

EMPLOYEE BENEFIT MATTERS

Section 6.1 Employees.

(a) Buyer shall offer substantially similar salaries, duties and benefits as are available to similarly situated employees of Buyer, to those employees of Seller who Buyer elects to hire and who satisfy Buyer's customary employment requirements, including pre-employment interviews, investigations and employment conditions, uniformly applied by Buyer and Buyer's employment needs. Buyer and Seller will establish a mutually acceptable process for the orderly interviewing of employees for employment by Buyer; Seller will give Buyer a reasonable opportunity to interview the employees.

(b) Buyer shall assume and honor all of Seller's obligations under the Consolidated Omnibus Reconciliation Act of 1985 or any applicable state law to Former Seller Employees (as defined below) with respect to continuation of healthcare coverage following the Closing Date and Seller's obligations under the Health Insurance Portability and Accountability Act of 1996.

(c) 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.

(d) Buyer agrees that those employees of Seller who become employees of Buyer on the Closing Date ("Former Seller Employees"), while they remain employees of Buyer after the Closing Date will be provided with benefits under Employee Benefit Plans during their period of employment which are no less favorable in the aggregate than those provided by Buyer to similarly situated employees of Buyer except as otherwise provided herein. 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 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 for purposes of eligibility, participation, vesting, and benefit accrual (except that there shall not be any benefit accrual for past service under any qualified defined benefit pension plan), 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 (or, if later, the year in which the Former Seller Employees are first eligible to participate) 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 PTO 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, any liabilities under or in connection with:

(a) any employment or consulting contract, collective bargaining agreement, supplemental employee retirement plan, 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 employees, other than the profit sharing plan.

Section 6.3 Other Employee Benefit Matters.

(a) Buyer and Seller shall take such actions prior to the Closing Date as may be reasonably necessary to enable the employees of Seller after the Closing Date to transfer the amount credited to their accounts under the Seller's profit sharing plan through a rollover contribution into either a qualified defined contribution plan of Buyer or a separate third party individual retirement account, or to take a cash distribution from the Seller's profit sharing plan. For purposes of any vesting determinations in connection with a qualified defined contribution plan of Buyer, service with Seller prior to the Closing Date shall be counted. For purposes of eligibility to participate in any matching contribution under a qualified defined contribution plan of Buyer, Seller's employees shall be eligible on terms and conditions consistent with those then currently provided by Buyer to its other similarly-situated employees based on their employment date with Buyer.

(b) If, within six (6) months after the Closing Date, any Former Seller Employee who does not have an employment agreement with the Buyer is terminated by the Buyer other than "for cause" or as a result of unsatisfactory job performance, then the 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 thee (3) weeks of such base salary nor 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 as set forth in the severance policies of the Buyer as then in effect.

(c) Disclosure Schedule 6.3(c) sets forth the names of the Former Seller Employees with whom the Buyer shall pay a stay bonus after the Closing and also sets forth the compensation to be paid to each such Former Seller Employee by Buyer, which shall be in addition to any severance payment such Former Seller Employee shall otherwise be entitled to pursuant to Section 6.3(b).

(d) Disclosure Schedule 6.3(d) lists the change in control payments that will be made by the Holding Company and/or the Seller under the Seller Employment and Change in Control Agreements immediately prior to the Closing.

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 the Holding Company and the 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 the Holding Company and the 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, except to the extent that inaccuracies in those representations and warranties do not have a Material Adverse Effect on Seller.

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 Federal Reserve, the FDIC, NCUA, DIFS and all other appropriate Governmental Authorities of the transactions contemplated by this Agreement, the Merger and Consolidation Merger contemplated by the Consolidation Merger Agreement, 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.

Section 7.5 Approval of Merger and Delivery of Agreement. This Agreement, and the Merger shall have been approved by the shareholders of the Holding Company in accordance with the Holding Company's charter, by-laws and the FBCA and FFIC, and the proper officers of Seller shall have executed and delivered to Buyer the Certificate of Merger, in the form prepared by Buyer, subject to Seller's review, and suitable for filing with the Florida Secretary of State, and shall have executed and delivered all such other certificates, statements or instruments as may be necessary or appropriate to effect such a filing. The Holders of not more than 5% of the shares of Holding Company common stock shall have given written demand for appraisal rights in accordance with the FBCA and FFIC. The Consolidation Merger Agreement shall have been approved by the Holding Company board and by the Holding Company Shareholders.

Section 7.6 No Litigation. No suit or other action shall have been instituted or threatened in writing seeking to enjoin the consummation of the Merger or to obtain other relief in connection with this Agreement or the transactions contemplated herein that Buyer believes, in good faith and with the written advice of outside counsel, makes it undesirable or inadvisable to consummate the Merger by reason of the probability that the proceeding would result in the issuance of an order enjoining the Merger or in a determination that Seller or the Holding Company has failed to comply with applicable legal requirements of a material nature in connection with the Merger or actions preparatory thereto or would have a Company Material Adverse Effect.

Section 7.7 No Material Adverse Changes. Between the date of this Agreement and the Closing, the Seller shall not have experienced a Material Adverse Effect.

Section 7.8 Voting Agreement. On or prior to 5 p.m. CST on the day that is ten (10) business days following the date hereof, Buyer shall have received a Voting Agreement, in the form attached hereto as Exhibit C, executed by the Seller board and the Holding Company board.

Section 7.9 Consents. Seller shall have obtained or caused to be obtained all written consents or approvals of the Merger as may be required or 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 7.10 Consolidation Merger Agreement. The Consolidation Merger Agreement shall have been duly authorized and approved by Seller and the Holding Company and the other terms and conditions of the Consolidation Merger Agreement shall have been satisfied so as to permit the Consolidation Merger to be consummated as contemplated thereby.

Section 7.11 Other Documents. Buyer shall have received at the Closing such other customary documents, certificates, or instruments as they may have reasonably requested evidencing compliance by Seller with the terms and conditions of this Agreement.

ARTICLE 8

CONDITIONS PRECEDENT TO OBLIGATIONS OF SELLER

Unless the conditions are waived by Seller, all obligations of 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 have 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, except to the extent that inaccuracies in those representations and warranties do not have a Material Adverse Effect on Buyer.

Section 8.3 Closing Certificates. 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 Seller may reasonably request, as to the fulfillment of the conditions to the obligations of 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. Buyer shall have obtained in accordance with Section 5.4 the approval of all appropriate regulatory entities of the transactions contemplated by this Agreement, the Merger and Consolidation Merger contemplated by the Consolidation Merger Agreement, 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.

Section 8.5 Delivery of Certificates. The proper officers of Buyer shall have executed and delivered to Seller the Certificate of Merger, in the form prepared by Buyer, subject to Seller's review, and suitable for filing with the Florida Secretary of State, and shall have executed and delivered all such other certificates, statements or instruments as may be necessary or appropriate to effect such a filing.

Section 8.6 No Litigation. No suit or other action shall have been instituted or threatened in writing seeking to enjoin the consummation of the Merger or to obtain other relief in connection with this Agreement or the transactions contemplated herein that Seller believes, in good faith and with the written advice of outside counsel, makes it undesirable or inadvisable to consummate the Merger by reason of the probability that the proceeding would result in the issuance of an order enjoining the 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 actions preparatory thereto.

Section 8.7 Other Documents. Seller shall have received at the Closing all such other customary documents, certificates, or instruments as they may have reasonably requested evidencing compliance by Buyer with the terms and conditions of this Agreement.

Section 8.8 Fairness Opinion. The boards of directors for the Seller and Holding Company 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, as well as Holding Company and its shareholders. The foregoing opinion shall be from such firm and in such form as reasonably required by the boards.

Section 8.9 Seller Special Dividend. The Seller shall have received all approvals from the Regulators to pay the Seller Special Dividend and any dividend required so that the Holding Company can pay its portion of the Transaction Expenses.

Section 8.10 Tax Opinion. Within ten (10) business days following the date of this Agreement, the Seller and the Holding Company shall have received a draft of a tax opinion from the accountants for the Seller and the Holding Company as to the income tax consequences of the Merger and the Consolidation Merger to the shareholders of the Holding Company (and who will own shares of Bank common stock at the Effective Time) who own shares for investment purposes, and that any shares held for investment purposes would be considered a capital asset under the Code § 1221, and any such gain or loss would be considered a capital gain or loss, and there shall have been no change in such tax opinion as of the Effective Time.

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, Article 6, Article 9, and Article 10.

ARTICLE 10

GENERAL

Section 10.1 Expenses. 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.

(a) In the event that this Agreement is terminated pursuant to Section 10.2(e) (Superior Acquisition Proposal), then Seller shall pay to Buyer a termination fee equal to $2,254,688. Notwithstanding anything contained in this Section 10.1(a), any such sum paid pursuant to this Section 10.1(a) shall constitute liquidated damages and the receipt thereof shall be Buyer's sole and exclusive remedy under this Agreement

(b) All costs and expenses reasonably estimated to have been incurred by Seller or the Holding Company shall either be paid or accrued for on or prior to the Closing Date.

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, upon the occurrence of any of the following conditions:

(a) By Seller or Buyer after the expiration of ten (10) Business 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) Business 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;

(b) By the non-breaching party after, the expiration of twenty (20) Business 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 thirty (30) Business 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 by March 31, 2018, 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; or

(e) By Seller if Seller shall contemporaneously enter into a definitive agreement with a third party providing a Superior Acquisition Proposal; *provided*, that the right to terminate this Agreement under this Section 10.2(e) shall not be available to Seller unless it delivers to Buyer (1) written notice of Seller's intention to terminate at least five (5) Business Days prior to termination and (2) the Fee referred to in Section 10.1(a) is paid.

(f) By Buyer if the Seller's Minimum Equity as of the Closing Date is less than $34,750,121. Provided, however, that if Buyer elects to exercise its termination right pursuant to this Section 10.2(f), it shall promptly give written notice to Seller. During the five-day period commencing with its receipt of such notice, Seller shall have the option to reduce the Purchase Price on a dollar for dollar basis by the amount by which the Seller's Minimum Equity as of the Closing Date is less than $34,750,121. If Seller so elects within such five-day period, it shall give prompt written notice to Buyer of such election and, whereupon, no termination shall have occurred pursuant to this Section 10.2(f) and this Agreement shall remain in effect in accordance with its terms (except as the Purchase Price is so adjusted by this Section 10.2(f)).

For the purposes of Section 10.2(f), "Seller's Minimum Equity" is defined as Seller Tangible Book Value, which shall equal the total of Seller's total shareholders' equity, as that term is calculated in accordance with GAAP and in accordance with applicatory regulatory requirements (1) less goodwill and any other intangible assets; (2) excluding any unrealized gains or losses in Seller's investment securities portfolio due to mark-to-market adjustments; (3) adding back the amount of any cash dividends or payments from Seller to Holding Company so that Holding Company may pay in full immediately prior to the Closing the $5.0 million non-convertible debt (plus accrued interest) previously issued by the Holding Company (the "Seller Special Dividend") and for the Holding Company to pay its share of the Transaction Expenses; (4) adding back the expenses incurred by the Holding Company and the Seller in connection with the transactions (including legal, accounting, and investment banking fees, fees and expenses for the termination and de-conversion of the Seller's data processing agreement, accrued bonuses and change in control and severance payments to be made by the Holding Company and the Seller in connection with the Closing, and the insurance premiums contemplated by Section 5.10 (the "Transaction Expenses"); and (5) adding back the amounts payable by the Holding Company and the Seller as contemplated by Section 5.16. Section 10.2(f) of the Seller Disclosure Schedule sets forth a reasonable good faith estimate of the Transaction Expenses.

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 such 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 Merger Consideration payable pursuant to 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	Thomas N. Ray Executive Vice President Ovation Holdings, Inc. and President and Chief Executive Officer Encore Bank 3003 Tamiami Trail, North, Suite 100 Naples, Florida 34103-2714 E-mail: tray@encorebank.com
With a copy to:	John P. Greeley Smith Mackinnon, PA 255 South Orange Avenue, Suite 1200 Orlando, Florida 32801 E-mail: jpg7300@aol.com
To Buyer:	Sandy Jelinski Chief Executive Officer Lake Michigan Credit Union 4027 Lake Dr SE Grand Rapids, MI 49546 Email: Sandra.jelinski@LMCU.org
With copy to:	Michael M. Bell, Esq. Howard & Howard, PLLC 450 West Fourth Street Royal Oak, Michigan 48067-2557 Email: mb@h2law.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 Thomas N. Ray or Brian F. Avril actually 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 of 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, including but not limited to the Original Agreement and Plan of Merger. 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 conflicts of law), except that it shall also be governed by and construed in accordance with federal law to the extent federal law applies. The sole and exclusive venue for any action arising out of this Agreement shall be a Florida State Court situated in Collier County, Florida, or a U.S. Federal District Court with jurisdiction over Collier 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 whose laws are deemed to govern enforceability.

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 injunction or injunctions to prevent breaches of such performance and to specific enforcement of the terms and provisions 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 each executed this Agreement and Plan of Merger as of the day and year first written above.

LAKE MICHIGAN CREDIT UNION

By: _____
Name: SANDRA JESINSKI
Title: CEO

ENCORE BANK

By: _____
Name: _____
Title: _____

OVATION HOLDINGS, INC.

By: _____
Name: _____
Title: _____

IN WITNESS WHEREOF, the Parties have each executed this Agreement and Plan of Merger as of the day and year first written above.

LAKE MICHIGAN CREDIT UNION

By: _____
Name: _____
Title: _____

ENCORE BANK

By: _____
Name: Thomas N Ray
Title: President and CEO

OVATION HOLDINGS, INC.

By: _____
Name: Thomas N Ray
Title: Executive Vice President

Exhibit A

Form of Consolidation Merger Agreement

(see attached)

AGREEMENT AND PLAN OF MERGER
BETWEEN
OVATION HOLDINGS, INC. AND
ENCORE BANK

THIS AGREEMENT AND PLAN OF MERGER (the "Consolidation Merger Agreement") dated as of September 29, 2017, is made by and between Ovation Holdings, Inc. ("Ovation"), a Florida corporation and registered bank holding company, and Encore Bank (the "Bank"), a Florida-chartered banking corporation and wholly owned subsidiary of Ovation.

RECITALS:

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

WHEREAS, the boards of directors of Ovation and the Bank each believe this Consolidation Merger Agreement and the transactions contemplated hereby are in the best interest of the respective shareholders of Ovation 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 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 the Florida law, at the Effective Time (as defined below) Ovation shall be merged with and into the Bank pursuant to the provisions of, and with the effects provided under, Florida law, the separate existence of Ovation shall cease and the Bank will be the surviving corporation and will continue its corporate existence under Florida law (the "Bank Merger"). As a result of the Bank Merger, each share of Ovation common stock issued and outstanding immediately prior to the Effective Time, other than shares held by shareholders of Ovation who or which properly elect to exercise his, her or its right to dissent under Section 607.1301, *Florida Statutes* ("Dissenting Shares"), will be converted into the right to receive one share of Bank common stock for each share of Ovation common stock then held by such shareholder. Dissenting Shares shall be entitled to such sums as are provided under Florida law.

(b) Ovation and the Bank agree to execute and deliver articles of merger (the "Articles of Merger") (in substantially the form attached as Appendix A hereto with such changes and modifications as shall be appropriate to reflect the final structure and regulatory approval process appropriate for the Bank Merger and the LMCU Merger (as defined below)),

the terms of which shall be consistent with and subject to the terms of this Consolidation Merger Agreement, in order to facilitate the processing and approval of the applications contemplated in Section 2.3. The Bank has entered into an Agreement and Plan of Merger with Ovation and Lake Michigan Credit Union ("LCMU") dated as of the date hereof (the "LCMU Merger Agreement"), pursuant to which the Bank will be merged with a subsidiary of LCMU immediately following the Bank Merger (the "LCMU Merger").

(c) The Bank and Ovation agree to amend this Consolidation Merger Agreement as shall be appropriate to reflect the final structure and regulatory approval process appropriate for the Bank Merger and the LCMU Merger, in order to facilitate the processing and approval of the applications contemplated in Section 2.3, subject to any limitations or requirements of Florida or Federal law.

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, holders of Ovation common stock shall cease to be shareholders of Ovation and shall have no rights as shareholders of Ovation other than the right to receive one share of Bank common stock for each share of Ovation common stock held by any such holder, or such rights associated with dissenting shares in accordance with Florida law..

Section 1.6 **Treatment of Ovation Options**. Each outstanding and unexercised Ovation stock option, and any related plans, as of the Effective Time shall be converted into a Bank stock option, on the same terms as such Ovation stock options, and any such related plans shall be assumed by the Bank.

Section 1.7 **Representations and Warranties**.

(a) Ovation is a corporation, duly organized, validly existing and in good standing under the laws of the State of Florida. Ovation 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 state bank, 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 Ovation and the Bank to consummate the Bank 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 Ovation, in whole or in part):

Section 2.1 **Ovation's and the Bank's Performance**. Each of Ovation 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 must not have been commenced or threatened against Ovation or the Bank any proceeding: (a) involving any challenge to, or seeking damages or other relief in connection with, the Bank Merger or the LMCU Merger; or (b) that may have the effect of preventing, delaying, making illegal or otherwise interfering with the Bank Merger or the LMCU Merger.

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

Section 2.4 **No Prohibition**. Neither the consummation nor the performance of either of the Bank Merger or the LMCU 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.

Section 2.5 **Shareholder Approval**. This Consolidation Merger Agreement, the LCMU Merger Agreement, the Bank Merger, and the LMCU Merger shall have been duly and validly approved by Ovation's shareholders and Ovation, in its capacity as the sole shareholder of the Bank. In that regard, Ovation shall cause a meeting of its shareholders for the purpose of acting upon this Consolidation Merger Agreement, the LCMU Merger Agreement, the Bank Merger, and the LMCU Merger to be held at the earliest practicable date

after the date hereof. Ovation shall send to its shareholders, at least thirty (30) days prior to such meeting, notice of such meeting together with a proxy statement, which shall include a copy of this Consolidation Merger Agreement, the LCMU Merger Agreement, and a copy of the portions of the Florida law governing the rights of shareholders seeking dissenter's rights.

Section 2.6 Restated Articles of Incorporation. Immediately prior to the Effective Time, Ovation shall file Restated Articles of Incorporation to be organized as a Successor Institution in accordance with Section 658.40(4), Florida Statutes.

ARTICLE 3
TERMINATION

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

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

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

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

(i) any of the conditions in Article 2 has not been satisfied and Ovation and the Bank have not waived such condition on or before the Closing; or

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

(d) by Ovation, if its shareholders fail to approve this Consolidation Merger Agreement, the LCMU Merger Agreement, the Bank Merger, and the LCMU Merger, on or before December 31, 2017;

(e) by the Bank, if Ovation, in its capacity as the sole shareholder of the Bank, fails to approve this Consolidation Merger Agreement, the LCMU Merger Agreement, the Bank Merger, and the LCMU Merger, on or before December 31, 2017; or

(f) by either Ovation or the Bank, if the Closing has not occurred (other than through the failure of any party seeking to terminate this Consolidation Merger Agreement to comply fully with its obligations under this Consolidation Merger Agreement) on or before March 30, 2018.

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 Ovation 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 Bank Merger or the LMCU Merger shall be paid by the party incurring or otherwise responsible for such expenses whether or not the Bank Merger or the LMCU Merger are 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 in such state without regard to conflicts of laws.

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, County of Collier, 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**. None 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 LCMU 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:

Thomas N. Ray
Executive Vice President
Ovation Holdings, Inc.
and
President and Chief Executive Officer
Encore Bank
3003 Tamiami Trail, North, Suite 100
Naples, Florida 34103-2714
E-mail: tray@encorebank.com

If to Ovation, to:

Thomas N. Ray
Executive Vice President
Ovation Holdings, Inc.
and
President and Chief Executive Officer
Encore Bank
3003 Tamiami Trail, North, Suite 100
Naples, Florida 34103-2714
E-mail: tray@encorebank.com

or to such other place as the 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 documents referred to 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.

[remainder of page intentionally left blank; signature page to follow]

In Witness Whereof, the parties hereto have caused this Consolidation Merger Agreement to be executed by their respective officers on the day ad year first written above.

ENCORE BANK

By: _____
Name: Thomas N. Ray
Title: President and Chief Executive Officer

OVATION HOLDINGS, INC.

By: _____
Name: Thomas N. Ray
Title: Executive Vice President

APPENDIX A

ARTICLES OF MERGER

The following Articles of Merger are submitted in accordance with the Florida Business Corporation Act, pursuant to Section 607.1105, *Florida Statutes*.

ARTICLE I

The surviving corporation is Encore Bank, a Florida banking corporation with document number P16000080627.

ARTICLE II

The merging corporation is Ovation Holdings, Inc., a Florida corporation with document number P10000020924.

ARTICLE III

The Plan of Merger is attached as an Agreement and Plan of Merger dated September 29, 2017.

ARTICLE IV

The merger shall become effective at_____on_____, 2017.

ARTICLE V

The Plan of Merger was adopted by the Board of Directors of the surviving corporation on September 28, 2017, and by the sole shareholder of the surviving corporation on September 28, 2017.

ARTICLE VI

The Plan of Merger was adopted by the Board of Directors of the merging corporation on September 28, 2017, and by the shareholders of the merging corporation on_____, 2017.

In witness whereof, the undersigned executed the foregoing Articles of Merger this day of_____, 2017.

ENCORE BANK

By: _____
Name: Thomas N. Ray
Its: President and Chief Executive Officer

OVATION HOLDINGS, INC.

By: _____
Name: Thomas N. Ray
Its: Executive Vice President

Exhibit B

Form of Restated Articles of Incorporation of Holding Company

(see attached)

RESTATED ARTICLES OF INCORPORATION
OF
OVATION SUCCESSOR BANK
(formerly known as Ovation Holdings, Inc.)

The undersigned, acting as directors for the purpose of forming a corporation under and by virtue of the Laws of the State of Florida, adopt the following Restated Articles of Incorporation.

ARTICLE I

The name of the corporation shall be Ovation Holdings Bank and its initial place of business shall be located at 3003 Tamiami Trail, North, Suite 100, Naples, Florida 34103-2714.

ARTICLE II

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

ARTICLE III

The total number of shares authorized to be issued by the corporation shall be 100,000,000. Such shares shall be of a single class and shall have a par value of $5.00 per share. The corporation shall begin business with at least $_____ in paid-in common capital stock to be divided into _____ shares. The amount of surplus with which the corporation will begin business will be not less than $_____ and the amount of undivided profits will be, not less than $_____, all of which (capital stock, surplus and undivided profits) shall be paid in cash.

ARTICLE IV

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

ARTICLE V

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

Name	Street Address
A. Malachi Mixon, III	3003 Tamiami Trail, North, Suite 100, Naples, Florida 34103-2714
Patrick V. Auletta	3003 Tamiami Trail, North, Suite 100, Naples, Florida 34103-2714
Jon C. Bruss	3003 Tamiami Trail, North, Suite 100, Naples, Florida 34103-2714
William Mulligan	3003 Tamiami Trail, North, Suite 100, Naples, Florida 34103-2714
Jon H. Outcalt	3003 Tamiami Trail, North, Suite 100, Naples, Florida 34103-2714
Roseann Park	3003 Tamiami Trail, North, Suite 100, Naples, Florida 34103-2714
William Weber	3003 Tamiami Trail, North, Suite 100, Naples, Florida 34103-2714
Ronald E. Weinberg	3003 Tamiami Trail, North, Suite 100, Naples, Florida 34103-2714

Thomas N. Ray	3003 Tamiami Trail, North, Suite 100, Naples, Florida 34103-2714
W. Theodore Etzel, III	3003 Tamiami Trail, North, Suite 100, Naples, Florida 34103-2714
James T. Humphrey	3003 Tamiami Trail, North, Suite 100, Naples, Florida 34103-2714
Thomas M. Taylor	3003 Tamiami Trail, North, Suite 100, Naples, Florida 34103-2714
Randall P. Henderson, Jr.	3003 Tamiami Trail, North, Suite 100, Naples, Florida 34103-2714
Dr. Kenneth Plunkitt	3003 Tamiami Trail, North, Suite 100, Naples, Florida 34103-2714

A majority of the full board of directors may, at any time during the year following the 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 name and street address of the person signing these Restated Articles of Incorporation as incorporator is Thomas N. Ray, 3003 Tamiami Trail, North, Suite 100, Naples, Florida 34103-2714.

In witness of the foregoing, the undersigned incorporator has executed these Restated Articles of Incorporation declaring and certifying that the facts stated herein are true, and hereby subscribes thereto and hereunto sets his hand and seal this _____ of _____, 2017.

_____
Thomas N. Ray

STATE OF FLORIDA)
COUNTY OF COLLIER)

The foregoing instrument was acknowledged before me this _____ day of _____, 2017, by Thomas N. Ray.

_____
Printed Name:_____
Notary Public - State of Florida at Large

Personally known ☐ or Produced Identification ☐
Type of Identification Produced _____

Approved by the Florida Office of Financial Regulation this 5th day of April, 2018

Tallahassee, Florida

Bruce Rucca for Jeremy Smith
Jeremy Smith
Director, Division of Financial Institutions

Exhibit C

Form of Voting Agreement

(see attached)

4841-3985-4669, v. 10

VOTING AGREEMENT

THIS VOTING AGREEMENT (this "**Agreement**") is entered into as of this __ day of _____, 2017, by and among Lake Michigan Credit Union, a Michigan state chartered credit union ("**Purchaser**"); Ovation Holdings, Inc., a Florida corporation ("**Ovation**"); Encore Bank, a Florida banking corporation and wholly owned subsidiary of Ovation (the "**Bank**"); and the undersigned Bank directors who own or control the voting of the shares of Ovation's common stock (the "**Ovation Common Stock**") set forth on the signature page of this Agreement (such shareholders are collectively referred to in this Agreement as the "**Shareholders**," and individually as a "**Shareholder**").

RECITALS

A. As of the date hereof, each Shareholder owns or controls the voting of the number of shares of Ovation Common Stock as is set forth opposite such Shareholder's name on the signature page attached hereto, and such total number of shares represents approximately the percentage of the issued and outstanding shares of the Ovation Common Stock that is also set forth thereon opposite such Shareholder's name.

B. Concurrently with the execution and delivery of this Agreement, Purchaser, Ovation and the Bank are entering into an Agreement and Plan of Merger dated as of the date of this Agreement (as may be amended, modified or supplemented, the "**Merger Agreement**"), which provides for the merger of Ovation with and into the Bank, and the subsequent merger of Bank with and into Purchaser, all in accordance with the terms of the Merger Agreement (the "**Merger**").

C. Purchaser is unwilling to expend the substantial time, effort and expense necessary to implement the Merger, including applying for and obtaining necessary approvals of regulatory authorities, unless the Shareholders enter into this Agreement.

D. Each Shareholder believes it is in his or her best interest, as well as the best interest of Ovation and all of the remaining Ovation shareholders, for Purchaser, Ovation and the Bank to consummate the Merger and any transaction related thereto (the "Contemplated Transactions").

AGREEMENTS

In consideration of the foregoing premises, which are incorporated herein by this reference, and the covenants and agreements of the parties herein contained, and as an inducement to Purchaser to enter into the Merger Agreement and to incur the expenses associated with the Merger, the parties hereto, intending to be legally bound, hereby agree as follows:

Section 1. **Definitions**. All capitalized terms used but not otherwise defined herein shall have the meanings ascribed to them in the Merger Agreement.

Section 2. **Representations and Warranties**. Each Shareholder represents and warrants that, except as otherwise set forth in the Merger Agreement and the Schedules, as of the date hereof, he or she:

(a) owns of record, either individually or jointly, or controls the voting power with respect to, the number of shares of Ovation Common Stock as is set forth opposite such Shareholder's name on the signature page attached hereto;

(b) except as described in the Merger Agreement, does not own or hold any rights to acquire any additional shares of Ovation's capital stock (by exercise of stock option or otherwise) or any interest therein or any voting rights with respect to any additional shares;

(c) has all necessary power and authority to enter into this Agreement and to vote all of Shareholder's Ovation Common Stock in the manner set forth in this Agreement and further represents and warrants that this Agreement is the legal, valid and binding agreement of such Shareholder, and is enforceable against such Shareholder in accordance with its terms, except as enforceability may be limited by bankruptcy, insolvency, reorganization or other laws affecting creditors' rights generally and subject to general principles of equity. Without limiting the generality of the foregoing, as of the date of the execution of this Agreement, other than pursuant to this Agreement, Shareholder has not entered into any voting agreement with any person with respect to any of the Ovation Common Stock, granted any person any proxy or power of attorney with respect to any of the Ovation Common Stock, deposited any of the Ovation Common Stock in a voting trust, or entered into any arrangement with any person limiting or affecting Shareholder's legal power, authority, or right to vote the Ovation Common Stock in any manner;

(d) the execution and delivery of this Agreement and the performance by the Shareholder of the agreements and obligations hereunder will not result in any breach or violation of or be in conflict with or constitute a default under any term of any contract, including the Material Contracts, to or by which Shareholder is a party or bound, or any court order or legal requirements to which Shareholder (or any of Shareholder's assets) is subject or bound, except for any such breach, violation, conflict or default which, individually or in the aggregate, would not impair or adversely affect Shareholder's ability to perform the Shareholder's obligations under this Agreement or render inaccurate any of the representations made herein; and

(e) understands and acknowledges that Purchaser is entering into the Merger Agreement in reliance upon Shareholder's execution and delivery of this Agreement and the representations and warranties of Shareholder contained herein.

Section 3. **Voting Agreement**. Except as set forth below and except with respect to a Superior Acquisition Proposal defined in Section 5.7(b) of the Merger Agreement, each Shareholder hereby agrees that at any meeting of Ovation's shareholders, however called, and in any action by written consent of Ovation's shareholders, such Shareholder shall vote, or cause to be voted, all shares of Ovation Common Stock now or at any time hereafter owned or controlled by him or her:

(a) in favor of the Merger Agreement and the Contemplated Transactions;

(b) in favor of any proposal to adjourn a meeting of Ovation's shareholders called to approve the Merger Agreement to permit further solicitation of votes, in person or by proxy, if necessary to ensure that a quorum is present and that the Merger Agreement is approved;

(c) against any action or agreement that would reasonably be expected to result in a breach of any covenant, representation or warranty or any other obligation of Ovation or the Bank under the Merger Agreement or of Shareholder under this Agreement; and

(d) against any action or agreement, that would reasonably be expected to impede, interfere with, delay, postpone, discourage or adversely affect the consummation of the Merger and Contemplated Transactions, including any: (i) change in Ovation and/or the Bank's board of directors; (ii) change in Ovation and/or the Bank's present capitalization; or (iii) other material change in Ovation and/or the Bank's corporate structure or business, in each such case except as otherwise agreed to in

writing by Purchaser.

If Shareholder is the beneficial owner, but not the record holder, of the Ovation Common Stock, Shareholder agrees to take all actions necessary to cause the record holder of the Ovation Common Stock, including any nominees, to vote all of the Ovation Common Stock in accordance with this Section 3. Subject to the terms of the Merger Agreement (including Section 5.7 thereof), Shareholder shall not, directly or indirectly, solicit, initiate, encourage or induce any other shareholder of Ovation to vote against the Merger or Contemplated Transactions. Subject to the terms of the Merger Agreement (including Section 5.7 thereof), Shareholder agrees to, at Ovation's request, use his/her/its reasonable best efforts to cause any necessary meeting of the shareholders of Ovation to be duly called and held, or any necessary consent of the shareholders of Ovation to be obtained, for the purpose of approving or adopting the Merger Agreement, the Merger and the Contemplated Transactions. Shareholder further agrees that Ovation shall be authorized to include in any proxy or material transmitted to shareholders of Ovation a statement to the effect that Shareholder is a party to this Agreement and has committed to vote in favor of the Merger Agreement, the Merger and the Contemplated Transactions subject to the terms of this Agreement.

Notwithstanding anything contained herein to the contrary, the Shareholders shall not be required to vote as set forth in this Section 3 if Purchaser has breached in any material respect any of its representations, warranties or covenants set forth in the Merger Agreement, and such breach has not been cured by Purchaser prior to or at the time of any vote of Ovation's shareholders in connection with the Merger Agreement.

Section 4. **Additional Covenants**. Except as otherwise set forth herein or as required by law, or otherwise expressly permitted by the Merger Agreement, and subject to Section 17, each Shareholder agrees that he or she, in his or her capacity as a Shareholder, will:

(a) not, and will not permit any of his or her affiliates prior to the Effective Time to: (i) sell, assign, transfer or otherwise dispose of; (ii) create an Encumbrance with respect to; or (iii) permit to be sold, assigned, transferred or otherwise dispose of any Ovation Common Stock owned of record or beneficially by such Shareholder, whether such shares of Ovation Common Stock are owned of record or beneficially by such Shareholder on the date of this Agreement or are subsequently acquired by any method, except: (A) for transfers by will or by operation of law (in which case this Agreement shall bind the transferee); (B) with the prior written consent of Purchaser (which consent shall not be unreasonably delayed or withheld), for any sales, assignments, transfers or other dispositions necessitated by hardship; or (C) as Purchaser may otherwise agree in writing;

(b) not, and will not permit any of his or her affiliates, directly or indirectly (including through such party's representatives), to initiate, solicit or encourage any discussions, inquiries or proposals with any third party relating to an Acquisition Proposal, or provide any such person with information or assistance or negotiate with any such person with respect to an Acquisition Proposal or agree to endorse, recommend or otherwise assist in the effectuation of any Acquisition Proposal;

(c) not vote or execute any written consent to rescind or amend in any manner any prior vote or written consent to approve or adopt the Merger Agreement, Merger and any of the Contemplated Transactions;

(d) except as otherwise permitted by this Agreement or by order of a court of competent jurisdiction, not take any action that could restrict or affect a Shareholder's legal power, authority and right to vote all of the Ovation Common Stock then owned or controlled by such Shareholder in favor of the Merger Agreement, Merger and the Contemplated Transactions, and without

limiting the generality of the foregoing, other than pursuant to this Agreement, not enter into any voting agreement with any person with respect to any of the Ovation Common Stock, deposit any of the Ovation Common Stock in a voting trust, or enter into any arrangement with any person limiting or affecting Shareholder's legal power, authority, or right to vote the Ovation Common Stock in favor of the approval of the Merger Agreement, Merger and the Contemplated Transactions; and

(e) execute and deliver such additional instruments and documents and take such further action as may be reasonably necessary to effectuate and comply with his or her respective obligations under this Agreement.

Section 5. **Termination**. Notwithstanding any other provision of this Agreement, this Agreement shall automatically terminate on the earlier of: (i) the date of termination of the Merger Agreement as set forth in Article 10 thereof, as such termination provisions may be amended by the Bank, Ovation and Purchaser from time to time; or (ii) the Effective Time. For the sake of clarity, Purchaser acknowledges that the Bank has a right to terminate the Merger Agreement if the Bank enters into a definitive agreement with respect to a Superior Acquisition Proposal with a third party in accordance with Section 10.2(e) of the Merger Agreement.

Section 6. **Amendment and Modification**. This Agreement may be amended, modified or supplemented at any time only by the written approval of such amendment, modification or supplement by Purchaser, Ovation, the Bank and all of the Shareholders.

Section 7. **Entire Agreement.** This Agreement evidences the entire agreement among the parties hereto with respect to the matters provided for herein and there are no agreements, representations or warranties with respect to the matters provided for herein other than those set forth herein and in the Merger Agreement and written agreements related thereto. Except for the Merger Agreement, this Agreement supersedes any agreements among any of Purchaser, Ovation and the Shareholders concerning the acquisition, disposition or control of any Ovation Common Stock.

Section 8. **Absence of Control.** Subject to any specific provisions of this Agreement, it is the intent of the parties to this Agreement that Purchaser by reason of this Agreement shall not be deemed (until consummation of the Merger and only following receipt of all required regulatory approvals) to control, directly or indirectly, the Bank and shall not exercise, or be deemed to exercise, directly or indirectly, a controlling influence over the management or policies of the Bank. Nothing contained herein shall be deemed to grant Purchaser an ownership interest in any shares of Ovation Common Stock.

Section 9. **Informed Action.** Each Shareholder acknowledges that he or she has had an opportunity to be advised by counsel of his or her choosing with regard to this Agreement and the transactions and consequences contemplated hereby. Each Shareholder further acknowledges that he or she has received a copy of the Merger Agreement and is familiar with its terms.

Section 10. **Severability**. The parties agree that if any provision of this Agreement shall under any circumstances be deemed invalid or inoperative, this Agreement shall be construed with the invalid or inoperative provisions deleted and the rights and obligations of the parties shall be construed and enforced accordingly.

Section 11. **Counterparts.** This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute but one and the same instrument. This 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.

Section 12. Governing Law. All questions concerning the construction, validity and interpretation of this Agreement and the performance of the obligations imposed by this Agreement shall be governed by the internal laws of the State of Florida applicable to agreements made and wholly to be performed in such state without regard to conflicts of laws.

Section 13. Jurisdiction and Service of Process. Any action or proceeding seeking to enforce any provision of, or based on any right arising out of, this Agreement shall be brought only in the courts of Florida State Court situated in Collier County, Florida, or a U.S. Federal District Court with jurisdiction over Collier County, Florida, and each of the parties consents to the jurisdiction of such courts (and of the appropriate appellate courts) in any such action or proceeding and waives any objection to 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 14. WAIVER OF JURY TRIAL. EACH OF THE PARTIES HERETO IRREVOCABLY WAIVES ANY AND ALL RIGHTS TO TRIAL BY JURY IN ANY ACTION OR PROCEEDING BETWEEN THE PARTIES ARISING OUT OF OR RELATING TO THIS AGREEMENT AND THE TRANSACTIONS CONTEMPLATED BY THIS AGREEMENT.

Section 15. Specific Performance; Injunctive Relief. Each of the parties hereto acknowledges that Purchaser will be irreparably harmed by, and that there shall be no adequate remedy at law for, a violation of any of the covenants or agreements set forth in this Agreement. Therefore, each Shareholder agrees that, in addition to any other remedies that may be available to Purchaser upon any such violation, Purchaser shall have the right to seek to enforce such covenants and agreements by specific performance, injunctive relief or by any other means available to Purchaser at law or in equity without posting any bond or other undertaking. Each Shareholder agrees that he or she will not oppose the granting of any injunction, specific performance or other equitable relief on the basis that Purchaser has an adequate remedy at law or that an injunction, award of specific performance or other equitable relief is not an appropriate remedy for any reason at law or in equity. If there is any legal action between the parties arising out of this Agreement, the prevailing party in such action shall be awarded, in addition to damages, injunctive or other relief, his or its reasonable costs and expenses from the other party, not limited to reasonable attorneys' fees and expenses as determined by the court.

Section 16. Successors; Assignment. This Agreement shall be binding upon and inure to the benefit of Purchaser and the Bank and their successors and permitted assigns, and the Shareholders and their respective spouses, executors, personal representatives, administrators, heirs, legatees, guardians and other legal representatives. This Agreement shall survive the death or incapacity of any Shareholder. This Agreement may be assigned only by Purchaser, and then only to an affiliate of Purchaser.

Section 17. Directors. The parties hereto acknowledge that each Shareholder is entering into this agreement solely in his or her capacity as a shareholder of Ovation and, notwithstanding anything to the contrary in this Agreement, nothing in this Agreement is intended or shall be construed to require any Shareholder, in his or her capacity as a director or officer of the Bank and/or Ovation, if applicable, to act or fail to act in accordance with his or her fiduciary duties in such director or officer capacity. Furthermore, no Shareholder makes any agreement or understanding herein in his or her capacity as a director or officer of the Bank and/or Ovation. For the avoidance of doubt, nothing in this Section 17 shall in any way limit, modify or abrogate any of the obligations of the Shareholders hereunder to vote the shares owned by him or her in accordance with the terms of this Agreement and not to transfer any shares except as permitted by this Agreement.

[SIGNATURE PAGES FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement individually, or have caused this Agreement to be executed by their respective officers, as of the day and year first written above.

LAKE MICHIGAN CREDIT UNION

By: _____
Name: Sandy Jelinski
Title: President and CEO

OVATION HOLDINGS, INC.

By: _____
Name: Thomas Ray
Title: Executive President

ENCORE BANK

By Ovation Holdings, Inc., as sole shareholder

By: _____
Name: Thomas Ray
Title: Executive President

[Signature Page of Voting Agreement Continued]

SHAREHOLDERS	SHARES OWNED OR CONTROLLED	PERCENTAGE OWNERSHIP
_____ Signature _____ Printed Name	_____	_____
_____ Signature _____ Printed Name	_____	_____
_____ Signature _____ Printed Name	_____	_____
_____ Signature _____ Printed Name	_____	_____
_____ Signature _____ Printed Name	_____	_____

[Signature Page of Voting Agreement Continued]

SHAREHOLDERS	SHARES OWNED OR CONTROLLED	PERCENTAGE OWNERSHIP
_____ Signature _____ Printed Name	_____	_____
_____ Signature _____ Printed Name	_____	_____
_____ Signature _____ Printed Name	_____	_____
_____ Signature _____ Printed Name	_____	_____
_____ Signature _____ Printed Name	_____	_____

4820-0752-4171; v.1

FINANCIAL SERVICES COMMISSION

OFFICE OF FINANCIAL REGULATION

Whereas, satisfactory evidence of compliance with all the requirements of the Laws of the State of Florida has been presented to this office. I, Drew J. Breakspear, As Commissioner of the Office of Financial Regulation, under and by virtue of the authority vested in me by the statutes of the State of Florida, Do Hereby Authorize:

ENCORE BANK

NAPLES, FLORIDA

TO TRANSACT A GENERAL BANKING BUSINESS

1221
Charter Number

Signed and Sealed this 5th day of October 2016.

Commissioner

Attest:

Director

Charter cancelled pursuant to institution merging with/into
Lake Michigan Credit Union effective April 20, 2018 at 5:00 p.m. EDT

Jeremy W. Smith – Director
OFR – Division of Financial Institutions