

ALBERTON

DEC 16 2021

Office of Financial Regulation
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JOHN P. GREELEY

December 15, 2021

*Via Federal Express*Jason Guevara
Division of Financial Institutions
Florida Office of Financial Regulation
200 East Gaines Street
Tallahassee, Florida 32399-0371Re: Pilot Bank
Tampa, Florida

Dear Jason:

Enclosed are three copies of each of the following documents:

1. Articles of Merger of National Aircraft Finance Company ("NAFC") into Pilot Baneshares, Inc. ("PBI");
2. Restated Articles of Incorporation of Pilot Bank *(the OFR needs to sign page 3 of each document)*;
3. Restated Articles of Incorporation of PBI *(the OFR needs to sign page 3 of each document)*;
4. Articles of Merger between PBI and Pilot Bank; and
5. Articles of Merger between Pilot Bank and Lake Michigan Credit Union ("LMCU").

Please note that the Articles of Merger for NAFC and PBI are for the merger of NAFC as a subsidiary of PBI with and into PBI. The Restated Articles for Pilot Bank restate its articles to increase its authorized shares for the merger of PBI into Pilot Bank. The PBI Restated Articles convert PBI to a successor institution. The Articles of Merger for PBI and Pilot Bank are for the merger of PBI with and into Pilot Bank. Finally, the Articles of Merger between Pilot Bank and LMCU are for the merger of Pilot Bank with and into LMCU.

I have also enclosed a check in the amount of \$367.50 payable to the Florida Secretary of State representing the following filing fees:

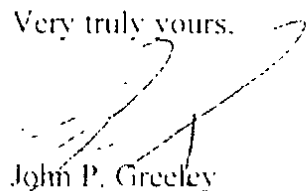
1. Articles of Merger between NAFC and PBI - \$70.00 filing fee and \$17.50 for two certified copies;
2. Restated Articles of Incorporation of Pilot Bank - \$35.00 filing fee and \$17.50 for two certified copies;
3. Restated Articles of Incorporation of PBI - \$35.00 filing fee and \$17.50 for two certified copies;
4. Articles of Merger between PBI and Pilot Bank - \$70.00 filing fee and \$17.50 for two certified copies; and
5. Articles of Merger between Pilot Bank and LMCU - \$70.00 filing fee and \$17.50 for two certified copies.

With regard to the two certified copies of each of the five 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 to let you know that we have received written approval 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: Roy N. Hellwege
Chief Executive Officer
Pilot Bank

EFFECTIVE DATE
12/21/2021

**ARTICLES OF MERGER
OF
PBI SUCCESSOR BANK
INTO
PILOT BANK**

2021-12-17 15:20

Pursuant to the provisions of the Florida Financial Institutions Codes (the "Codes") and the Florida Business Corporation Act (the "Act"), PBI Successor Bank, a Florida corporation, and Pilot Bank, a Florida banking corporation, do hereby adopt the following Articles of Merger:

FIRST: The names of the corporations which are parties to the merger (the "Merger") contemplated by these Articles of Merger are PBI Successor Bank and Pilot Bank. The surviving corporation in the Merger is Pilot Bank, which shall continue to conduct its business following effectiveness of the Merger under the name "Pilot Bank."

SECOND: The Plan of Merger is set forth in the Agreement and Plan of Merger (the "Plan of Merger") dated June 16, 2021, by and among PBI Successor Bank (formerly, Pilot Bancshares, Inc.) and Pilot Bank. A copy of the Plan of Merger is attached hereto and made a part hereof by reference as if fully set forth herein.

THIRD: The Merger shall become effective at 11:58 p.m., Eastern Standard Time, on December 21, 2021.

FOURTH: The Plan of Merger was duly adopted and approved by the shareholders of PBI Successor Bank (formerly, Pilot Bancshares, Inc.) on September 20, 2021, in the manner required by the Codes, the Act and the articles of incorporation of PBI Successor Bank (formerly, Pilot Bancshares, Inc.). There were no dissenting shareholders of PBI Successor Bank (formerly, Pilot Bancshares, Inc.). The Plan of Merger was duly adopted and approved by the sole shareholder of Pilot Bank on June 16, 2021, in the manner required by the Codes, the Act and the articles of incorporation of Pilot Bank. There were no dissenting shareholders of Pilot Bank.

FIFTH: The Plan of Merger was duly adopted and approved by PBI Successor Bank (formerly, Pilot Bancshares, Inc.) in accordance with the applicable provisions of the Codes and the Act. The Plan of Merger was duly adopted and approved by Pilot Bank in accordance with the applicable provisions of the Codes and the Act.


SIXTH: The articles of incorporation of Pilot Bank shall serve as the articles of incorporation of the surviving corporation, until amended thereafter in accordance with applicable law.


[Signature page follows]

IN WITNESS WHEREOF, the parties have caused these Articles of Merger to be signed
on December, 13, 2021

PBI SUCCESSOR BANK

PILOT BANK

By: 
Roy N. Hellwege
Chairman and Chief Executive Officer

By: 
Roy N. Hellwege
Chairman and Chief Executive Officer

**AGREEMENT AND PLAN OF MERGER BETWEEN
PILOT BANCSHARES, INC. AND
PILOT BANK**

THIS AGREEMENT AND PLAN OF MERGER (the "Consolidation Merger Agreement") dated as of June 16, 2021, is made by and between Pilot Bancshares, Inc. ("PBI"), a Florida corporation and registered bank holding company, and Pilot Bank (the "Bank"), a Florida-chartered banking corporation and wholly owned subsidiary of PBI.

RECITALS:

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

WHEREAS, the boards of directors of PBI and the Bank each believe this Consolidation Merger Agreement and the transactions contemplated hereby are in the best interest of the respective shareholders of PBI 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) PBI 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 PBI 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, (i) each share of PBI common stock issued and outstanding immediately prior to the Effective Time, other than shares held by shareholders of PBI who or which properly elect to exercise his, her or its right to dissent under Section 607.1301, et al. *Florida Statutes* ("Dissenting Shares"), will be converted into the right to receive one share of Bank common stock for each share of PBI common stock then held by such shareholder and (ii) each share of Bank common stock held by PBI shall be cancelled. Dissenting Shares shall be entitled to such sums as are provided under Florida law.

(b) PBI and the Bank agree to execute and deliver articles of merger (the "Articles of Merger"), 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 PB, National Aircraft Finance Company and Lake Michigan Credit Union

("LMCU") dated as of the date hereof (the "LMCU Merger Agreement"), pursuant to which the Bank will be acquired by LMCU immediately following the Bank Merger (the "LMCU Merger").

(c) The Bank and PBI 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 LMCU 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.

(d) Each stock option exercisable for shares of PBI common stock and outstanding at the Effective Time shall be converted into the right to receive the cash payment from LMCU as set forth in the LMCU Merger Agreement.

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; Offices. At the Effective Time, (a) 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 and (b) the Offices of the Bank shall be those then in effect.

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

Section 1.6 Representations and Warranties.

(a) PBI is a corporation, duly organized, validly existing and in good standing under the laws of the State of Florida. PBI 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 PBI 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 PBI, in whole or in part):

Section 2.1 PBI's and the Bank's Performance. Each of PBI 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 PBI 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 PBI or the Bank by the terms of this Consolidation Merger Agreement or applicable law shall have been obtained and shall be reasonably satisfactory to PBI 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 LMCU Merger Agreement, the Bank Merger, and the LMCU Merger and the other transactions contemplated by the LMCU Merger Agreement shall have been duly and validly approved by PBI's shareholders and PBI, in its capacity as the sole shareholder of the Bank to the extent required by law. In that regard, PBI shall cause a meeting of its shareholders for the purpose of acting upon this Consolidation Merger Agreement, the LMCU Merger Agreement, the Bank Merger, and the LMCU Merger to be held at the earliest practicable date after the date hereof. PBI shall send to its shareholders notice of such meeting together with a proxy statement, which shall include a copy of this Consolidation Merger Agreement, the LMCU 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, PBI 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 PBI and the Bank;
- (b) automatically upon termination of the LMCU Merger Agreement;
- (c) by either PBI or by the Bank if:
 - (i) any of the conditions in Article 2 has not been satisfied and PBI 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 PBI, if its shareholders fail to approve this Consolidation Merger Agreement, the LMCU Merger Agreement, the Bank Merger, and the LMCU Merger;
- (e) by the Bank, if PBI, in its capacity as the sole shareholder of the Bank, fails to approve this Consolidation Merger Agreement, the LMCU Merger Agreement, the Bank Merger, and the LMCU Merger; or
- (f) by either PBI 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 June 16, 2022.

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 PBI 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 Hillsborough, 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 LMCU 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:

Roy N. Hellwege
Chairman and Chief Executive Officer
Pilot Bank
12471 W. Linebaugh Avenue
Tampa, Florida 33626
E-mail: rhellwege@pilot.bank

If to PBI, to:

Roy N. Hellwege
Chairman and Chief Executive Officer
Pilot Bancshares, Inc.
12471 W. Linebaugh Avenue
Tampa, Florida 33626
E-mail: rhellwege@pilot.bank

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 and year first written above.

PILOT BANK

By: /s/Roy N. Hellwege

Name: Roy N. Hellwege

Title: Chairman and Chief Executive Officer

PILOT BANCSHARES, INC.

By: /s/Roy N. Hellwege

Name: Roy N. Hellwege

Title: Chairman and Chief Executive Officer