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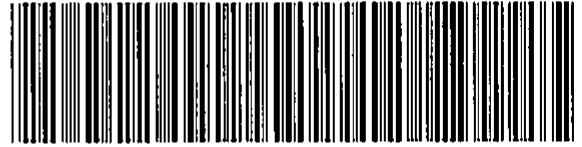
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merger

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OCT 10 2022



**CAPITOL
SERVICES**

Filing Cover Sheet

To: Florida Division of Corporations

From: Ronnie Long C/O Capitol Services, Inc.

Date: 10/7/2022

Trans#: 1332344

Entity Name: DRUMMOND COMMUNITY BANK (FL) MERGING INTO SEACOAST ,
NATIONAL BANK (FL)

Articles Incorporation ()

Articles of Dissolution ()

Conversion ()

Foreign Qualification ()

Limited Partnership ()

Reinstatement ()

Other ()

Articles of Amendment ()

Annual Report ()

Fictitious Name ()

Limited Liability ()

Merger (XXX) /

Withdrawal / Cancellation ()

STATE FEES PREPAID WITH CHECK #2998 FOR \$78.75

PLEASE RETURN:

Certified Copy (XXX)

Plain Photocopy ()

Good Standing ()

Certificate of Fact ()



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2022 OCT -7 PH 5:02

**ARTICLES OF MERGER
OF
DRUMMOND COMMUNITY BANK
WITH AND INTO
SEACOAST NATIONAL BANK**

October 7, 2022

Pursuant to the provisions of the Florida Business Corporation Act (the "Act"), Seacoast National Bank, a national banking association, and Drummond Community Bank, a Florida chartered bank, do hereby adopt the following Articles of Merger for the purpose of merging Drummond Community Bank with and into Seacoast National Bank:

FIRST: The names of the corporations which are parties to the merger (the "Merger") contemplated by these Articles of Merger are Seacoast National Bank and Drummond Community Bank. The surviving corporation in the Merger is Seacoast National Bank

SECOND: The Plan of Merger is set forth in the Plan of Merger and Merger Agreement by and between Seacoast National Bank and Drummond Community Bank dated as of May 4, 2022 (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 5:02 P.M., Eastern Time, on October 7, 2022 in accordance with the provisions of the Act.

FOURTH: The Merger Agreement was duly adopted and approved by the sole shareholder of Drummond Community Bank on May 3, 2022 pursuant to the applicable provisions of the Act and the Florida Financial Institutions Codes and the articles of incorporation of Drummond Community Bank. There were no dissenting shareholders of Drummond Community Bank. The Merger Agreement was duly adopted and approved by the sole shareholder of Seacoast National Bank on May 4, 2022. The participation of Seacoast National Bank was duly authorized in accordance with the laws of the United States.

FIFTH: The address of Seacoast National Bank is 815 Colorado Avenue, Stuart, Florida 34994.


SIXTH: Seacoast National Bank is deemed to have appointed the Secretary of State as its agent for service of process in a proceeding to enforce any obligation or the rights of dissenting shareholders of Drummond Community Bank.

SEVENTH: Seacoast National Bank has agreed to promptly pay to the dissenting shareholders of Drummond Community Bank the amount, if any to which they are entitled under Section 607.1302 of the Act.

[Signature page follows]

IN WITNESS WHEREOF, the parties have caused these Articles of Bank Merger to be executed effective as of the date first written above.

SEACOAST NATIONAL BANK

By: 
Charles M. Shaffer
Chairman and Chief Executive Officer

DRUMMOND COMMUNITY BANK

By: _____
Luther Drummond
Chief Executive Officer

IN WITNESS WHEREOF, the parties have caused these Articles of Bank Merger to be executed effective as of the date first written above.

SEACOAST NATIONAL BANK

By: _____
Charles M. Shaffer
Chairman and Chief Executive Officer

DRUMMOND COMMUNITY BANK

By: *Luther Drummond*
Luther Drummond
Chief Executive Officer

EXHIBIT A
MERGER AGREEMENT

PLAN OF MERGER AND MERGER AGREEMENT

THIS PLAN OF MERGER AND MERGER AGREEMENT (this "Agreement") is made this 4th day of May, 2022, between **Seacoast National Bank** (hereinafter referred to as "SNB" and the "Resulting Bank"), a national banking association, with its main office located at 815 Colorado Avenue, Stuart, FL 34994 and **Drummond Community Bank**, a Florida state-chartered bank, with its main office located at 1627 North Young Boulevard, Chiefland, FL 32626 (hereinafter referred to as "Drummond Bank" and, together with SNB, the "Banks").

WHEREAS, at least a majority of the entire Board of Directors of SNB has approved this Agreement and authorized its execution pursuant to the authority given by and in accordance with the provisions of The National Bank Act (the "Act");

WHEREAS, at least a majority of the entire Board of Directors of Drummond Bank has approved this Agreement and authorized its execution in accordance with the Act;

WHEREAS, Seacoast Banking Corporation of Florida ("SBC"), which owns all of the outstanding shares of SNB, and Drummond Banking Company, a Florida corporation ("Drummond"), which owns all of the outstanding shares of Drummond Bank, have entered into an Agreement and Plan of Merger (the "Plan of Merger") which, among other things, contemplates the merger of Drummond with and into SBC, all subject to the terms and conditions of such Plan of Merger (the "BHC Merger");

WHEREAS, SBC, as the sole shareholder of SNB, and Drummond, as the sole shareholder of Drummond Bank, have approved this Agreement; and

WHEREAS, each of the Banks is entering into this Agreement to provide for the merger of Drummond Bank with and into SNB, with SNB being the surviving bank of such merger transaction subject to, and as soon as practicable following, the closing of the BHC Merger.

NOW, THEREFORE, for and in consideration of the premises and the mutual promises and agreements herein contained, the parties hereto agree as follows:

SECTION 1

Subject to the terms and conditions of this Agreement and the closing of the BHC Merger, at the Effective Time (as defined below) and pursuant to the Act, Drummond Bank shall be merged with and into SNB (the "Merger"). Upon consummation of the Merger, SNB shall continue its existence as the surviving bank and Resulting Bank under the charter of the Resulting Bank and the separate corporate existence of Drummond Bank shall cease. The closing of the Merger shall become effective at the time specified in the certificate of merger issued by the Office of the Comptroller of the Currency (the "OCC") in connection with the Merger (such time when the Merger becomes effective, the "Effective Time").

SECTION 2

The name of the Resulting Bank shall be "Seacoast National Bank" or such other name as such bank may adopt prior to the Effective Time. The Resulting Bank will exercise trust powers.

SECTION 3

The business of the Resulting Bank shall be that of a national banking association. This business initially shall be conducted by the Resulting Bank at its main office which shall be located at 815 Colorado Avenue, Stuart, FL 34994, as well as all of the banking offices of SNB and the banking offices of Drummond Bank that are acquired in the Merger (which such banking offices are set forth on Exhibit A to this Agreement and shall continue to conduct operations after the closing of the Merger as branch offices of SNB). The savings accounts of the Resulting Bank will be issued by the Resulting Bank in accordance with the Act.

SECTION 4

At the Effective Time, the amount of issued and outstanding capital stock of the Resulting Bank shall be the amount of capital stock of SNB issued and outstanding immediately prior to the Effective Time. Preferred stock shall not be issued by the Resulting Bank. The authorized capital stock of SNB consists of 10,000,000 shares of common stock, par value \$10.00 per share, [5,679,285] of which are issued and outstanding.

SECTION 5

All assets of Drummond Bank and the Resulting Bank, as they exist at the Effective Time, shall pass to and vest in the Resulting Bank without any conveyance or other transfer; and the Resulting Bank shall be considered the same business and corporate entity as each constituent bank with all the rights, powers and duties of each constituent bank and the Resulting Bank shall be responsible for all the liabilities of every kind and description, of each of Drummond Bank and the Resulting Bank existing as of the Effective Time, all in accordance with the provisions of the Act.

SECTION 6

SNB and Drummond Bank shall contribute to the Resulting Bank acceptable assets having a book value, over and above liability to its creditors, in such amounts as set forth on the books of SNB and Drummond Bank at the Effective Time.

SECTION 7

At the Effective Time, each outstanding share of common stock of Drummond Bank shall be cancelled with no consideration being paid therefor.

Outstanding certificates representing shares of the common stock of Drummond Bank shall, at the Effective Time, be cancelled.

SECTION 8

Upon the Effective Time, the then outstanding shares of common stock of SNB (the "SNB Common Stock") shall continue to remain outstanding shares of SNB Common Stock, all of which shall continue to be owned by SBC.

SECTION 9

The directors of the Resulting Bank following the Effective Time shall consist of those directors of SNB as of the Effective Time, who shall serve until their respective successors are duly elected or appointed

and qualified or until their earlier death, resignation or removal. The executive officers of the Resulting Bank following the Effective Time shall consist of those executive officers of SNB as of the Effective Time, who shall serve until their respective successors are duly elected or appointed and qualified or until their earlier death, resignation or removal.

SECTION 10

This Agreement has been approved by SBC, which owns all of the outstanding shares of SNB Common Stock and by Drummond, which owns all of the outstanding shares of common stock of Drummond Bank.

SECTION 11

The effectiveness of this Agreement is subject to satisfaction of the following terms and conditions:

- (a) The BHC Merger shall have closed and become effective.
- (b) The OCC shall have approved this Agreement and the Merger and shall have issued all other necessary authorizations and approvals for the Merger, and any statutory waiting period shall have expired.
- (c) The Merger may be abandoned at the election of SNB at any time, whether before or after filings are made for regulatory approval of the Merger.

SECTION 12

Each of the Banks hereby invites and authorizes the OCC to examine each of such Bank's records in connection with the Merger.

SECTION 13

Effective as of the Effective Time, the Amended and Restated Articles of Association and Bylaws of the Resulting Bank shall consist of the Amended and Restated Articles of Association and Bylaws of SNB as in effect immediately prior to Effective Time.

SECTION 14

This Agreement shall terminate if and at the time of any termination of the Plan of Merger.

SECTION 15

This Agreement embodies the entire agreement and understanding of the Banks with respect to the transactions contemplated hereby, and supersedes all other prior commitments, arrangements or understandings, both oral and written, among the Banks with respect to the subject matter hereof.

The provisions of this Agreement are intended to be interpreted and construed in a manner so as to make such provisions valid, binding and enforceable. In the event that any provision of this Agreement is determined to be partially or wholly invalid, illegal or unenforceable, then such provision shall be deemed to be modified or restricted to the extent necessary to make such provision valid, binding and enforceable, or, if such provision cannot be modified or restricted in a manner so as to make such provision valid, binding and enforceable, then such provision shall be deemed to be excised from this Agreement and the validity,

binding effect and enforceability of the remaining provisions of this Agreement shall not be affected or impaired in any manner.

No waiver, amendment, modification or change of any provision of this Agreement shall be effective unless and until made in writing and signed by the Banks. No waiver, forbearance or failure by any Bank of its rights to enforce any provision of this Agreement shall constitute a waiver or estoppel of such Bank's right to enforce any other provision of this Agreement or a continuing waiver by such Bank of compliance with any provision hereof.

Except to the extent federal law is applicable hereto, this Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Florida without regard to principles of conflicts of laws.


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

Unless otherwise expressly stated herein, this Agreement shall not benefit or create any right of action in or on behalf of any person or entity other than the Banks.

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

IN WITNESS WHEREOF, the undersigned have signed this Plan of Merger and Merger Agreement effective as of the date and year first set forth above.

SEACOAST NATIONAL BANK

By: 

Charles M. Shaffer
President and Chief Executive Officer

DRUMMOND COMMUNITY BANK

By: _____
Gray Drummond
Chief Executive Officer

IN WITNESS WHEREOF, the undersigned have signed this Plan of Merger and Merger Agreement effective as of the date and year first set forth above.

SEACOAST NATIONAL BANK

By: _____
Charles M. Shaffer
President and Chief Executive Officer

DRUMMOND COMMUNITY BANK

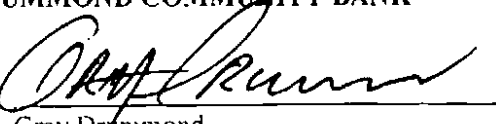
By: _____
Gray Drummond
Chief Executive Officer

EXHIBIT A

BANKING OFFICES OF THE RESULTING BANK

Main Office:

815 Colorado Avenue
Stuart, FL 34994

Drummond Bank Branch Offices Acquired:

Address	Popular Name	City	County	State	Zip Code	LMI Area	Service Type
1627 North Young Boulevard	Drummond Community Bank	Chiefland	Levy	FL	32626	Yes/Moderate	Full Service - Brick And Mortar
7060 C Street	Cedar Key Branch	Cedar Key	Levy	FL	32625	Yes/Moderate	Full Service - Brick And Mortar
104 Ne 351 Hwy	Cross City Branch	Cross City	Dixie	FL	32628	No/Middle	Full Service - Brick And Mortar
1502 East Wade Street	Trenton Branch	Trenton	Gilchrist	FL	32693	No/Middle	Full Service - Brick And Mortar
342 East Noble Avenue	Williston Perkins State Branch	Williston	Levy	FL	32696	Yes/Moderate	Full Service - Brick And Mortar
120 Southwest 7th Street	Southwest Branch	Williston	Levy	FL	32696	Yes/Moderate	Limited Service - Drive Thru/Detached Facility
331 E Hathaway Ave	Bronson Branch	Bronson	Levy	FL	32621	Yes/Moderate	Full Service - Brick And Mortar
2811 SW 27th Ave	Ocala Paddock Center Branch	Ocala	Marion	FL	34471	No/Middle	Full Service - Brick And Mortar
1160 N. Suncoast Blvd	Crystal River Branch	Crystal River	Citrus	FL	34429	No/Upper	Full Service - Brick And Mortar

Address	Popular Name	City	County	State	Zip Code	LMI Area	Service Type
350 SW Main Boulevard	Lake City-East Branch	Lake City	Columbia	FL	32025	No/Middle	Full Service - Brick And Mortar
3833 SW 37th Boulevard	Archer Road Branch	Gainesville	Alachua	FL	32608	Yes/Low	Full Service - Brick And Mortar

Drummond Bank Branch Offices Acquired, but Closing after the Effective Time:

Address	Popular Name	City	County	State	Zip Code	LMI Area	Service Type
25873 SE US 19	Old Town Office Drive-Thru Branch	Old Town	Dixie	FL	32680	No/Middle	Limited Service - Drive Thru/ Detached Facility
130 Northeast Clyde Avenue	Mayo Branch	Mayo	Lafayette	FL	32066	No/Middle	Full Service - Brick And Mortar
16449 SW Archer Road	Archer Branch	Archer	Alachua	FL	32618	No/Upper	Full Service - Brick And Mortar
3436 W University Ave	Gainesville University Avenue Branch	Gainesville	Alachua	FL	32607	No/Middle	Full Service - Brick And Mortar
2455 North Citrus Hills Boulevard	Hernando	Hernando	Citrus	FL	34442	No/Middle	Full Service - Brick And Mortar
3882 West US Highway 90	West Office Branch	Lake City	Columbia	FL	32055	No/Middle	Full Service - Brick And Mortar
7075 US Highway 27	Ft. White Office	Fort White	Columbia	FL	32038	No/Upper	Full Service - Brick And Mortar