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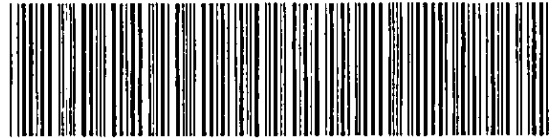
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AUG 24 2020



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TALLAHASSEE, FL 32301
P: 866.625.0838
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COGENCYGLOBAL.COM

Account#: 120000000088

Date: 08/21/2020

Name: Jennifer Bialowas

Reference #: 1256750

Entity Name: SEACOAST NATIONAL BANK

- ☐ Articles of Incorporation/Authorization to Transact Business
- ☐ Amendment
- ☐ Change of Agent
- ☐ Reinstatement
- ☐ Conversion
- ☒ Merger
- ☐ Dissolution/Withdrawal
- ☐ Fictitious Name
- ☒ Other Certified copy upon filing

Authorized Amount: \$78.75

Signature: JWW

**ARTICLES OF MERGER
OF
FREEDOM BANK
WITH AND INTO
SEACOAST NATIONAL BANK**

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August 21, 2020

Pursuant to the provisions of the Florida Business Corporation Act (the "Act"), Seacoast National Bank, a national banking association, and Freedom Bank, a Florida chartered bank, do hereby adopt the following Articles of Merger for the purpose of merging Freedom 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 Freedom 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 Freedom Bank dated as of August 21, 2020 (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., Saint Petersburg, Florida time, on August 21, 2020 in accordance with the provisions of the Act.

FOURTH: The Merger Agreement was adopted by the sole shareholder of Freedom Bank pursuant to the applicable provisions of the Act and the Florida Financial Institutions Codes on January 23, 2020. The Merger Agreement was adopted by the sole shareholder of Seacoast National Bank on January 21, 2020.

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 Freedom Bank.

SEVENTH: Seacoast National Bank has agreed to promptly pay to the dissenting shareholders of Freedom 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: 
Dennis S. Hudson, III
Chief Executive Officer

FREEDOM BANK

By: _____
Cathy P. Swanson
Chief Executive Officer

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

SEACOAST NATIONAL BANK

By: _____
Dennis S. Hudson, III
Chief Executive Officer

FREEDOM BANK

By: Cathy Swanson
Cathy P. Swanson
Chief Executive Officer

EXHIBIT A
MERGER AGREEMENT

**PLAN OF MERGER AND MERGER AGREEMENT
FREEDOM BANK
with and into
SEACOAST NATIONAL BANK
under the charter of
SEACOAST NATIONAL BANK
under the title of
"SEACOAST NATIONAL BANK"
("Resulting Bank")**

THIS PLAN OF MERGER AND MERGER AGREEMENT (this "Agreement") is made this 21st day of August, 2020, between Seacoast National Bank (hereinafter referred to as "Seacoast Bank" and the "Resulting Bank"), a national banking association, with its main office located at 815 Colorado Avenue, Stuart, FL 34994 and Freedom Bank, a Florida-chartered bank, with its main office located at 1200 4th Street North, Saint Petersburg, FL 33701 (hereinafter referred to as "Freedom Bank" and, together with Seacoast Bank, the "Banks").

WHEREAS, at least a majority of the entire Board of Directors of Seacoast Bank 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 Freedom Bank has approved this Agreement and authorized its execution in accordance with Florida Statutes §658.42 and the Act;

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

WHEREAS, SBCF, as the sole shareholder of Seacoast Bank and Fourth Street Banking Company, as the sole shareholder of Freedom Bank, have approved this Agreement; and

WHEREAS, each of the Banks is entering into this Agreement to provide for the merger of Freedom Bank with and into Seacoast Bank, with Seacoast Bank 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, Freedom Bank shall be merged with and into Seacoast Bank (the "Merger"). Upon consummation of the Merger, Seacoast Bank shall continue its existence as the surviving bank and Resulting Bank under the charter of the Resulting Bank and the separate corporate existence of Freedom 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 Seacoast Bank and the banking offices of Freedom 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 Seacoast Bank). 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 Seacoast Bank issued and outstanding immediately prior to the Effective Time. Preferred stock shall not be issued by the Resulting Bank. The authorized capital stock of Seacoast Bank 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 Freedom 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 Freedom Bank and the Resulting Bank existing as of the Effective Time, all in accordance with the provisions of the Act.

SECTION 6

Seacoast Bank and Freedom 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 Seacoast Bank and Freedom Bank at the Effective Time.

SECTION 7

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

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

SECTION 8

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

SECTION 9

The directors of the Resulting Bank following the Effective Time shall consist of those directors of Seacoast Bank 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 Seacoast Bank 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 SBCF, which owns all of the outstanding shares of Seacoast Bank Common Stock and by Fourth Street Banking Company, which owns all of the outstanding shares of common stock of Freedom 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 Seacoast Bank 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 Seacoast Bank 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: 

Dennis S. Hudson III

As its: Chief Executive Officer

FREEDOM BANK

By: _____

Cathy Swanson

As its: 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: _____
Dennis S. Hudson III
As its: Chief Executive Officer

FREEDOM BANK

By: Cathy Swanson
Cathy Swanson
As its: Chief Executive Officer

**EXHIBIT A
BANKING OFFICES OF THE RESULTING BANK**

Main Office:

815 Colorado Avenue
Stuart, FL 34994

Freedom Bank Branch Offices Acquired:

Name	Address	County	City	State	Zip	Service Type
Koger Branch	9700 Koger Boulevard	Pinellas	Saint Petersburg	FL	33702	Full Service Brick and Mortar Office
Messenger Service	1200 4th Street North	Pinellas	Saint Petersburg	FL	33701	Limited Service Messenger Office
Freedom Bank	1200 4th Street North	Pinellas	Saint Petersburg	FL	33701	Full Service Brick and Mortar Office