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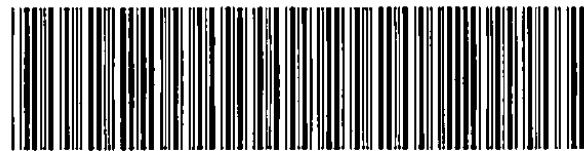
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SECRETARY OF STATE
TALLAHASSEE, FL

Filing Cover Sheet

To: Florida Division of Corporations

From: Kim Tadlock C/O Capitol Services, Inc.

Date: 10/19/2018

Trans#: 1009153

Entity Name: FIRST GREEN BANK MERGING INTO SEACOAST NATIONAL
BANK

Articles Incorporation ()

Articles of Dissolution ()

Conversion ()

Foreign Qualification ()

Limited Partnership ()

Reinstatement ()

Other ()

Articles of Amendment ()

Annual Report ()

Fictitious Name ()

Limited Liability ()

☒ Merger (XX)

Withdrawal / Cancellation ()

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**ARTICLES OF MERGER
OF
FIRST GREEN BANK
WITH AND INTO
SEACOAST NATIONAL BANK**

2018 OCT 19 AM 5:11

**SECRETARY OF STATE
TALLAHASSEE, FL**

Pursuant to the provisions of the Florida Business Corporation Act (the "Act"), Seacoast National Bank, a national banking association, and First Green Bank, a Florida banking corporation, do hereby adopt the following Articles of Merger for the purpose of merging First Green 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 First Green 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 First Green Bank dated as of October 18, 2018 (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., Orlando, Florida time, on October 19, 2018 in accordance with the provisions of the Act.

FOURTH: The Merger Agreement was adopted by the sole shareholder of First Green Bank pursuant to the applicable provisions of the Act and the Florida Financial Institutions Codes on June 11, 2018. The Merger Agreement was adopted by the sole shareholder of Seacoast National Bank on June 11, 2018.

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 First Green Bank.

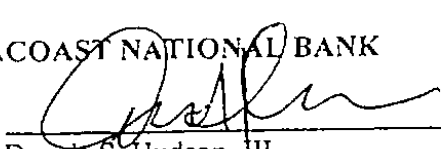
SEVENTH: Seacoast National Bank has agreed to promptly pay to the dissenting shareholders of First Green Bank the amount, if any to which they are entitled under Section 607.1302 of the Act.

[Signature page follows]

IN WITNESS WHEREOF, the parties have caused these Articles of Merger to be executed effective as of October 18, 2018.

SEACOAST NATIONAL BANK

By: _____


Dennis S. Hudson, III
President and Chief Executive Officer

FIRST GREEN BANK

By: _____

Kenneth E. LaRoc
Chairman of the Board

IN WITNESS WHEREOF, the parties have caused these Articles of Merger to be executed effective as of October 18, 2018.

SEACOAST NATIONAL BANK

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

FIRST GREEN BANK

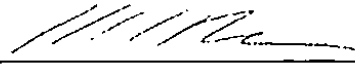
By:  _____
Kenneth E. LaRoc
Chairman of the Board

EXHIBIT A
MERGER AGREEMENT

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

THIS AGREEMENT is made this 18th day of October, 2018, 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 First Green Bank, a Florida-chartered bank, with its main office located at 250 N Orange Avenue, Orlando, FL 32801, (hereinafter referred to as "First Green" 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 First Green 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 First Green Bancorp, Inc., which owns all of the outstanding shares of First Green, have entered into an Agreement and Plan of Merger (the "Plan of Merger") which, among other things, contemplates the merger of First Green Bancorp, Inc. with and into SBCF, all subject to the terms and conditions of such Plan of Merger (the "BHC Merger"); and

WHEREAS, each of the Banks is entering into this Agreement to provide for the merger of First Green with and into Seacoast Bank, with Seacoast Bank being the surviving company 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, First Green shall be merged with and into Seacoast Bank (the "Merger"). Upon consummation of the Merger, Seacoast Bank shall continue its existence as the surviving company and Resulting Bank under the charter of the Resulting Bank and the separate corporate existence of First Green 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 National Bank and the banking offices of First Green 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 National Bank). The savings accounts of the Resulting Bank will be issued by the Resulting Bank in accordance with the Act.

SECTION 4

Immediately upon the Merger becoming effective, the amount of issued and outstanding capital stock of the Resulting Bank shall be the amount of capital stock of Seacoast National Bank issued and outstanding immediately prior to the Merger becoming effective. Preferred stock shall not be issued by the Resulting Bank.

SECTION 5

All assets of First Green 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 First Green and the Resulting Bank existing as of the Effective Time, all in accordance with the provisions of the Act.

SECTION 6

Seacoast Bank and First Green 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 First Green at the Effective Time.

SECTION 7

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

Outstanding certificates representing shares of the common stock of First Green 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 SBCE, which owns all of the outstanding shares of Seacoast Bank and by First Green Bancorp, Inc., which owns all of the outstanding shares of First Green.

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.

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 Articles of Association and Bylaws of the Resulting Bank shall consist of the 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 this 18th day of October, 2018, effective as of the Effective Time set forth above.

SEACOAST NATIONAL BANK

By: 

Dennis S. Hudson III

As its: Chief Executive Officer

FIRST GREEN BANK

By: _____

Kenneth E. LaRoe

As its: President and Chief Executive Officer

[Signature Page to the Plan of Merger and Merger Agreement]

IN WITNESS WHEREOF, the undersigned have signed this Plan of Merger and Merger Agreement this 18th day of October, 2018, effective as of the Effective Time set forth above.

SEACOAST NATIONAL BANK

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

FIRST GREEN BANK

By: _____
Kenneth E. LaRoe
As its: *CHAIRMAN*

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

Main Office:

815 Colorado Avenue
Stuart, FL 34994

First Green Branch Offices Acquired:

First Green Offices

Name	Address	County	City	State	Zip	Service Type
Altamonte Branch	803 N. St 434	Seminole	Altamonte Springs	FL	32701	Full Service Brick and Mortar Office
Clermont Branch	1391 Citrus Tower Blvd	Lake	Clermont	FL	34711	Full Service Brick and Mortar Office
Fort Lauderdale Branch	12 Se 12th Street, Ste 101	Broward	Fort Lauderdale	FL	33316	Full Service Brick and Mortar Office
Mount Dora Branch	18251 Us Highway 441	Lake	Mount Dora	FL	32757	Full Service Brick and Mortar Office
First Green Bank	250 N Orange Avenue	Orange	Orlando	FL	32801	Full Service Brick and Mortar Office
Volusia County Branch	175 W. Granada Boulevard	Volusia	Ormond Beach	FL	32174	Full Service Brick and Mortar Office
Winter Park Branch	862 S. Orlando Ave	Seminole	Winter Park	FL	32789	Full Service Brick and Mortar Office
