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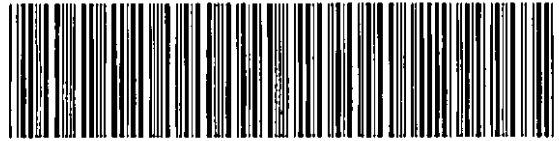
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MAR 28 2019

ARTICLES OF MERGER OF
OCULINA SUCCESSOR BANC
WITH AND INTO
THE OCULINA BANK

FILED
2019 MAR 28 AM 11:49
CLERK OF COURT
JUDICIAL CIRCUIT IN AND FOR
THE NINTH JUDICIAL CIRCUIT
PALM BEACH COUNTY, FLORIDA

Pursuant to the provisions of Sections 658.40(4) and 658.41 – 658.45, of the Florida Financial Institutions Codes (the "Codes"), and Section 607.1105 of the Florida Business Corporation Act (the "Act"), Oculina Successor Banc, a Florida corporation, and The Oculina Bank, a Florida banking corporation, and wholly-owned subsidiary of Oculina Successor Banc, do hereby adopt the following Articles of Merger for the purposes of merging Oculina Successor Banc with and into The Oculina Bank (the "Merger"):

FIRST: The names of the corporations which are parties to the Merger are Oculina Successor Banc and The Oculina Bank (collectively, the "Parties"). The surviving corporation in the Merger is The Oculina Bank.

SECOND: The Plan of Merger is set forth in the Agreement and Plan of Merger between Oculina Successor Banc, formerly known as Oculina Banc Corp. and The Oculina Bank, formerly organized as a federal savings bank, dated as of July 18, 2018 (the "Plan of Merger"), a copy of which Plan of Merger is attached hereto as Exhibit A, together with, and as amended pursuant to, Resolutions of the Boards of Directors of Oculina Banc Corp and The Oculina Bank adopted on September 19, 2018, a copy of which Resolutions are attached as Exhibit B and, together with Exhibit A, constitute the Plan of Merger as so amended.

THIRD: The Merger shall become effective at 11:59 p.m., Eastern Time, on March 31, 2019 in accordance with the provisions of the Codes and the Act.

FOURTH: The Plan of Merger was adopted by Oculina Successor Banc, as the sole shareholder of The Oculina Bank, and by the shareholders of Oculina Successor Banc, pursuant to the provisions of the Codes and the Act, on July 18, 2018, and such vote was sufficient for approval of the Plan of Merger and the Merger.

FIFTH: The address of The Oculina Bank is 4450 24th Avenue, Vero Beach, Florida 32967.

IN WITNESS WHEREOF, the Parties have caused these Articles of Merger to be executed as of the 21st day of March, 2019.

OCULINA SUCCESSOR BANC

THE OCULINA BANK

By: _____

Jeffrey A. Maffett
Chairman and CEO

By: _____

Jeffrey A. Maffett
Chairman and CEO

EXHIBIT A

Plan of Merger

AGREEMENT AND PLAN OF MERGER
BETWEEN
OCULINA BANC CORP AND
THE OCULINA BANK

THIS AGREEMENT AND PLAN OF MERGER (the "Consolidation Merger Agreement") dated as of July 12, 2018, is made by and between Oculina Banc Corp ("Oculina"), a Florida corporation and registered savings and loan holding company, and The Oculina Bank (the "Bank"), a Federally-chartered savings bank and wholly owned subsidiary of Oculina.

RECITALS:

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

WHEREAS, the respective boards of directors of each of Oculina and the Bank believe this Consolidation Merger Agreement and the transactions contemplated hereby are in the best interest of the respective shareholders of Oculina 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 Consolidation 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 Florida and Federal law, at the Effective Time (as defined below) Oculina shall be merged with and into the Bank pursuant to the provisions of, and with the effects provided under, applicable Florida and Federal law (the "Consolidation Merger"), the separate existence of Oculina shall cease, and the Bank will be the surviving corporation and will continue its corporate existence as a Federal savings bank.

(b) As a result of the Consolidation Merger, each share of Bank common stock issued and outstanding immediately prior to the Effective Time will be canceled, and each share of Oculina common stock issued and outstanding immediately prior to the Effective Time, other than shares held by shareholders of Oculina who or which properly elect to exercise his, her or their right to dissent under Section 607.1301, *Florida Statutes* (collectively, the "Dissenting Shares"), will be converted into the right to receive one share of Bank common stock for each share of Oculina common stock then held by such shareholder, as a result of which the shares of Bank common stock issued and outstanding upon completion of the Consolidation Merger will be equal to the number of shares of Oculina common stock issued and outstanding immediately prior to the Effective Time, less and except for any

Dissenting Shares. The holders of such Dissenting Shares shall be entitled to such sums as are provided under Florida law.

(c) The Bank and Oculina have also entered into an Agreement and Plan of Merger with IBM Southeast Employees Credit Union ("IBM SECU") dated as of the date of this Consolidation Merger Agreement, pursuant to which the Bank will be merged with and into IBM SECU immediately following completion of the Consolidation Merger (the "Bank Merger").

(d) The Bank and Oculina agree to amend this Consolidation Merger Agreement as shall be appropriate to reflect the final structure and conditions of all required regulatory approvals of the Bank 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, shares of Bank common stock previously issued by the Bank to Oculina will be canceled, and holders of Oculina common stock shall automatically, and by operation of law, become shareholders of the Bank and shall cease to be shareholders of Oculina and shall have no rights as shareholders of Oculina other than the right to receive one share of Bank common stock for each share of Oculina common stock held by any such holder, or such other rights as are provided under Florida law with respect to any Dissenting Shares.

Section 1.7 Representations and Warranties.

(a) Oculina is a Florida corporation, duly organized, validly existing and in good standing under the laws of the State of Florida. Oculina 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 Federal savings bank, duly organized, validly existing and in good standing under the laws of the United States. 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 Oculina and the Bank to consummate the Consolidation 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 Oculina, in whole or in part):

Section 2.1 Oculina's and the Bank's Performance. Each of Oculina 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 Oculina or the Bank any proceeding: (a) involving any challenge to, or seeking damages or other relief in connection with, the Consolidation Merger or the Bank Merger; or (b) that may have the effect of preventing, delaying, making illegal or otherwise interfering with the Consolidation Merger or the Bank Merger.

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

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

ARTICLE 3 TERMINATION

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

- (a) by mutual consent of the boards of directors of Oculina and the Bank;
- (b) automatically upon termination of the Bank Merger Agreement;
- (c) by either Oculina or the Bank if:
 - (i) any of the conditions in Article 2 has not been satisfied, and Oculina or the Bank, as the case may be, has not waived such condition on or before the Closing; or
 - (ii) the other party 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.

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 Oculina 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 Consolidation Merger or the Bank Merger shall be paid by the party incurring or otherwise responsible for such expenses whether or not the Consolidation Merger or the Bank Merger is 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 Indian River, 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. Neither 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 Bank 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:

Jeffrey A. Maffett
Chairman and CE
The Oculina Bank
4450 24th Avenue
Vero Beach, Florida 32967
E-mail: jmaffedd@oculinabank.com

If to Oculina, to:

Jeffrey A. Maffei
Chairman and CEO
Oculina Banc Corp
4450 24th Avenue
Vero Beach, Florida 32967
E-mail: jmaffei@oculinabank.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 transactions contemplated in this Consolidation Merger Agreement.

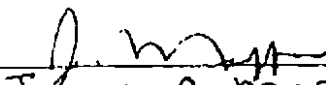
Section 4.10 Survival. The representations, warranties and covenants contained herein shall terminate and be of no further effect after the Effective Time.

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.

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.

THE OCULINA BANK

By: 
Name: Jeffrey A. Maffett
Title: Chairman, CEO

OCULINA BANC CORP


By: 
Name: Jeffrey A. Maffett
Title: Chairman and Chief Executive Officer

EXHIBIT B

Resolutions

**RESOLUTIONS OF
THE BOARDS OF DIRECTORS OF
OCULINA BANC CORP
AND THE OCULINA BANK
September 19, 2018**

WHEREAS, the Boards of Directors of each of Oculina Banc Corp ("Oculina"), and its wholly-owned subsidiary, The Oculina Bank (the "Bank"), and the shareholders of each of them have previously approved an Agreement and Plan of Merger (the "Merger Agreement") by and among IBM Southeast Employees Credit Union, a Florida credit union ("IBM SECU"), Oculina and the Bank, pursuant to which Oculina would be merged with and into the Bank (the "Consolidation Merger") and, immediately thereafter, the resulting Bank would be merged with and into IBM SECU (the "Bank Merger"); and

WHEREAS, consummation of the Merger Agreement and the transactions contemplated thereby, including the Consolidation Merger, are subject to the prior receipt of all required regulatory approvals; and

WHEREAS, the federal regulatory authority having supervisory jurisdiction over the Bank is the Office of the Comptroller of the Currency of the United States (the "OCC"), and the OCC has expressed the view that it lacks statutory authority to approve the Consolidation Merger; and

WHEREAS, the Florida Office of Financial Regulation (the "OFR"), which has supervisory jurisdiction over state-chartered depository institutions has confirmed its ability and willingness to approve the Consolidation Merger, subject to the completion and submission of prescribed applications for approval of such transactions; and

WHEREAS, the Federal Deposit Insurance Corporation (the "FDIC"), which insures the deposit accounts of both state-chartered and federally-chartered depository institutions, including the Bank, has statutory authority under the federal Bank Merger Act to approve merger transactions between FDIC-insured institutions and noninsured institutions; and

WHEREAS, the Bank, after consultation with legal counsel, has determined that the conversion of the Bank to a Florida-charter would enable the Bank to complete the Consolidation Merger as previously approved by the Bank's Board of Directors and by Oculina, in its capacity as the sole shareholder of the Bank, acting through its Board of Directors; and

WHEREAS, the completion of the Consolidation Merger is a pre-requisite to the completion of the Bank Merger pursuant to the terms of the Merger Agreement; and

WHEREAS, the Merger Agreement and the Bank Merger have previously been approved without dissent by the shareholders of Oculina pursuant to the applicable provisions of the Florida Business Corporation Act, and in accordance with the notice and approval requirements of Oculina's Articles of Incorporation and Bylaws;

NOW, THEREFORE, BE IT:

APPLICATIONS FOR APPROVAL OF THE CONVERSION OF THE BANK TO A FLORIDA
CHARTER AND OF THE CONSOLIDATION MERGER, INCLUDING DESIGNATION OF
OCULINA AS A "SUCCESSOR" INSTITUTION:

RESOLVED, that the Boards of Directors of each of Oculina and the Bank, duly convened in a joint meeting pursuant to notice or waiver thereof as provided in their respective bylaws, a quorum of each such Board being present, have determined that the conversion of the Bank's charter to that of a Florida bank (the "Conversion") is consistent with the terms and conditions set forth in the Merger Agreement and the Consolidation Merger Agreement, respectively, and is advisable and in the best interests of the Bank and that of Oculina and its shareholders in order to achieve the consummation of the Consolidation Merger and the Bank Merger, subject to the consent of IBM SECU pursuant to Section 5.1(f) of the Merger Agreement, and the approval of the OFR under the Florida Financial Institutions Codes and the FDIC under the Bank Merger Act;

FURTHER RESOLVED, that the filing of applications for approval of the Conversion and the Consolidation Merger by the OFR and the FDIC, together with the filing of Restated Articles of Incorporation for Oculina, designating Oculina as a "successor" institution, as provided in the Florida Financial Institutions Codes, for the purpose of and in order to facilitate the completion of the Consolidation Merger (collectively, the "Applications"), is advisable and in the best interests of the Bank and that of Oculina and its shareholders, and that, subject to the waiver by IBM SECU of any claim or objection with respect to compliance with the provisions of Section 5.4 of the Merger Agreement, submission of such applications for regulatory approval, substantially in the form presented to the Boards of Directors of Oculina and the Bank, be, and the same hereby are, in all respects, authorized and approved, with such changes or additions as any of the persons hereinafter authorized to execute such Applications on behalf of Oculina or the Bank may approve, the execution and delivery thereof to be conclusive evidence of such approval; and

FURTHER RESOLVED, that the Merger Agreement and the Consolidation Merger Agreement, as previously approved by the Boards of Directors of Oculina and the Bank and adopted by their respective shareholders, be, and the same hereby are, in all respects, ratified and reaffirmed, subject only to the qualification that references therein to The Oculina Bank and Oculina, respectively, shall be deemed, to the extent necessary, to include The Oculina Bank as so converted, and Oculina as designated a successor institution; and

FURTHER RESOLVED, that each of (i) the Chief Executive Officer, (ii) the President, (iii) the Chief Financial Officer, and (iv) any other executive officer of Oculina and the Bank subsequently authorized by the Board of Directors of Oculina or the Bank, as the case may be (each, an "Authorized Officer"), be, and hereby is, authorized and empowered, in the name and on behalf of Oculina or the Bank, as the case may be, to execute and deliver the Applications, substantially in the form presented to the respective Boards of Directors of Oculina and the Bank, with such changes or additions to any of the terms and provisions thereof as such person executing the same shall approve, the execution and delivery thereof to be conclusive evidence of such approval; and

FURTHER RESOLVED, that representatives of the OFR, the FDIC and the National Credit Union Administration are invited to visit the Bank's premises for the purpose of examining the financial condition, facilities and operations of the Bank, as necessary, for purposes of their consideration of the Applications and the transactions contemplated by the Merger Agreement, including the Conversion and the Consolidation Merger.

GENERAL

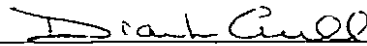
RESOLVED, that Oculina and the Bank are hereby authorized to pay any and all fees, costs and expenses arising in connection with the Merger and the Consolidation Merger, respectively, and the transactions contemplated by the Merger Agreement, including the Applications, and otherwise in connection with these resolutions;

FURTHER RESOLVED, that all actions heretofore taken by any officer or director of Oculina or the Bank in connection with any matter referred to in any of the foregoing resolutions are hereby approved, ratified and confirmed in all respects as fully as if such actions had been presented to the Board of Directors of Oculina or the Bank, as the case may be, for its approval prior to such actions being taken.

CERTIFICATE

I, DIANA L. CRULL, do hereby certify that I am the duly appointed and acting Senior Vice President, Chief Financial Officer and Corporate Secretary of Oculina Banc Corp and of its wholly-owned subsidiary, The Oculina Bank, and I do further certify that the foregoing resolutions were duly adopted by the Boards of Directors of Oculina Banc Corp and The Oculina Bank, at a special joint meeting of such boards convened in Vero Beach, Florida on September 19, 2018, in accordance with their respective bylaws, a quorum of each board being present, and that, as of the date of this certificate, the foregoing resolutions were in full force and effect and had not been amended or rescinded.

Dated this 19th day of September, 2018.



Diana L. Crull

Senior Vice President, Chief Financial Officer
and Corporate Secretary

EXHIBIT A

Applications

FLORIDA OFFICE OF
FINANCIAL REGULATION

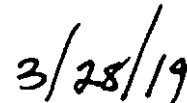
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Ronald L. Rubin
Commissioner

The Interim Commissioner of the Office of Financial Regulation ("OFR") approved on October 26, 2018, the merger of The Oculina Banc Corp, Vero Beach, Indian River County, Florida with and into The Oculina Bank, Vero Beach, Indian River County, Florida. Prior to the merger, The Oculina Banc Corp, Vero Beach, Indian River County, Florida intends to file "Amended and Restated Articles of Incorporation" to become a successor institution (Oculina Successor Banc) in accordance with Section 658.40(4), Florida Statutes. The Oculina Successor Banc will subsequently merge with and into The Oculina Bank. The OFR does not object to the filing with the Department of State of the Attached Amended and Restated Articles of Incorporation for The Oculina Banc Corp, or the subsequent merger of Oculina Successor Banc with and into The Oculina Bank.



Ronald L. Rubin
Commissioner



Date