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November 19, 2015

**Via email (laurie.botts@cityoforlando.net)
and By Certified Mail
Return Receipt Requested**

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Return Receipt Requested**

Ms. Laurie Botts
Real Estate Manager
400 S. Orange Avenue
Orlando, Florida 32801-3302

City Attorney
City of Orlando
4th Floor, 400 S. Orange Avenue
Orlando, FL 32801-3302

Re: Request for Landlord Consent to Assignment of Lease

Dear Laurie:

As I discussed with a representative from your office today, BMO Harris Bank N.A. ("BMO") and Seacoast National Bank ("Seacoast") have entered into an agreement for Seacoast's purchase of assets and certain liabilities associated with certain of BMO's retail banking branches located in Florida (the "Transaction"). Please see the enclosed press release announcing the Transaction. Seacoast is a publicly traded bank with assets in excess of \$3 billion. Publicly available financial and other information about Seacoast can be found at: <http://www.seacoastbanking.net>

As part of the Transaction, BMO desires to assign to Seacoast, and Seacoast desires to assume, all of BMO's lease rights and obligations for BMO's 5,419 sq. ft. Premises at 129 E. Gore, Orlando, FL. Pursuant to Section 8 of that certain Lease Agreement dated August, 29, 2010, as amended, between BMO, as Tenant, and the City of Orlando, as Landlord, this letter is BMO's notice of request for the Landlord's consent to BMO's assignment of the Lease to Seacoast. Per the terms of Section 8 of the Lease, the actual use of the Premises by Seacoast will not differ from the Intended Use authorized under the Lease.

Please see the attached copy of the Assignment and Assumption Agreement between BMO and Seacoast. We request the Landlord's execution of the Assignment in the Consent Signature block.

Thank you and please contact me with any questions or comments.

Sincerely,



Eric Grossman

cc: Michael Dzamba (via email)
Thomas Homberg, Esq. (via email)
Sarah D. McElroy (via email)
Mike Curley (via email)
Hettie Ensign (via email)



Seacoast Banking Corporation of Florida To Acquire BMO Harris' Orlando Banking Operations

Transaction Will Further Expand Seacoast's Central Florida Presence, Making It a Top-10 Bank in the Attractive Orlando Market

Company Release - 10/15/2015 08:45

STUART, Fla., Oct. 15, 2015 /PRNewswire/ -- Seacoast Banking Corporation of Florida ("Seacoast") (NASDAQ: SBCF), the holding company for Seacoast National Bank ("Seacoast Bank"), announced today that it has signed a definitive agreement to acquire the Orlando banking operations of BMO Harris Bank N.A. ("BMO"), including BMO's 14 Orlando branches. The acquisition, which includes all of BMO's retail branches and the associated consumer and small business deposit accounts as well as BMO's business banking deposit and loan accounts in the Orlando MSA, will add approximately \$355 million in deposits, of which approximately 56% are checking accounts, and approximately \$70 million in loans related to business banking customers.



This acquisition continues Seacoast's expansion in the attractive Orlando metropolitan market, making it a top-10 Orlando bank and a top-5 Florida-based bank based on deposits. Seacoast established its presence in the Orlando MSA in 2005 and continued its expansion in 2014 through its acquisition of Winter Park-based BankFIRST.

Dennis S. Hudson, Seacoast's Chairman and CEO, said, "The economy in the greater Orlando area continues to show healthy growth and is one of the leading markets in the state of Florida. Year over year employment gains outpace the national average while the local economy continues to diversify, with significant growth coming in the high tech, healthcare and life science fields. This transaction increases our presence in this attractive market and builds upon the organic growth we are seeing in our current local operations.

"We are delighted to welcome BMO's nearly 9,000 households and their employees to Seacoast Bank, a third-generation Florida bank that is a vibrant part of the communities we serve," Hudson continued. "We're committed to serving our retail and business customers by delivering convenience enabled by modern technology, anticipating customer needs and solving problems with personalized service.

"We look forward to sharing information in the coming months with our new BMO customers to effect the smooth transfer of their accounts," Hudson concluded.

Under the terms of the definitive agreement, Seacoast will pay a premium equal to 3.0% of total deposits. The transaction is expected to produce an internal rate of return in excess of 20% and is anticipated to be more than 6% accretive to Seacoast's fully diluted earnings per share for 2016.

Seacoast is being advised by FBR Capital Markets & Co. and Alston & Bird LLP. BMO is being advised by Sandler O'Neill + Partners, L.P. and Godfrey & Kahn S.C. The transaction is expected to close in the first half

of 2016, subject to regulatory approval and other customary conditions.

About Seacoast Banking Corporation of Florida:

Seacoast Banking Corporation of Florida is one of the largest community banks headquartered in Florida with approximately \$3.2 billion in assets and \$2.6 billion in deposits as of June 30, 2015. The Company provides integrated financial services including commercial and retail banking, wealth management, and mortgage services to customers through 43 traditional branches of its locally-branded wholly-owned subsidiary bank, Seacoast Bank, and five commercial banking centers. Offices stretch from Ft. Lauderdale, Boca Raton and West Palm Beach north through the Space Coast of Florida, into Orlando and Central Florida, and west to Okeechobee and surrounding counties. Additional information on Seacoast may be found on its website: www.SeacoastBanking.com.

Safe Harbor Statement:

Certain statements of other than historical fact that are contained in this document and in other written materials, press releases and oral statements issued by or on behalf of Seacoast may be considered to be "forward-looking statements" within the meaning of and subject to the protections of the Private Securities Litigation Reform Act of 1995. These forward-looking statements are not guarantees of future performance, nor should they be relied upon as representing management's views as of any subsequent date. These statements may include words such as "expect," "estimate," "project," "anticipate," "appear," "believe," "could," "should," "may," "likely," "intend," "probability," "risk," "target," "objective," "plans," "potential," and similar expressions. Forward-looking statements are statements with respect to Seacoast's beliefs, plans, expectations, objectives, goals, anticipations, assumptions, estimates, intentions and future performance and are subject to significant known and unknown risks and uncertainties, which could cause Seacoast's actual results to differ materially from the results discussed in the forward-looking statements. For example, statements about the proposed acquisition, including future financial and operating results, Seacoast's plans, objectives, expectations and intentions, the expected timing of completion of the acquisition and other statements are not historical facts. Among the key factors that could cause actual results to differ materially from those indicated by such forward-looking statements are the following: (i) the risk that a regulatory approval that may be required for the proposed acquisition is not obtained, is subject to unexpected delays or is obtained subject to conditions that are not anticipated; (ii) the risk that a condition to the closing of the acquisition may not be satisfied; (iii) the timing to consummate the proposed acquisition; (iv) the risk that the acquired branches will not be integrated successfully; (v) the risk that the cost savings and any other synergies from the transaction may not be fully realized or may take longer to realize than expected; (vi) disruption from the transaction making it more difficult to maintain relationships with customers, employees or vendors; and (vii) the diversion of management time on acquisition-related issues.

Additional information concerning Seacoast and its business, including additional factors that could materially affect its financial results, is included in Seacoast's Annual Report on Form 10-K for the year ended December 31, 2014 under "Business" and Item 1A. "Risk Factors," and in Seacoast's other filings with the Securities and Exchange Commission. Except as required by law, Seacoast disclaims any obligation to update any factors or to announce publicly the result of revisions to any of the forward-looking statements included herein to reflect future events or developments.

Logo - <http://photos.prnewswire.com/prnh/20141218/165377LOGO>

To view the original version on PR Newswire, visit: <http://www.prnewswire.com/news-releases/seacoast-banking-corporation-of-florida-to-acquire-bmo-harris-orlando-banking-operations-300160361.html>

SOURCE Seacoast Banking Corporation of Florida

ASSIGNMENT AND ASSUMPTION AGREEMENT

THIS ASSIGNMENT AND ASSUMPTION AGREEMENT ("Agreement") is made this __ day of _____, 2016, by and between **BMO HARRIS BANK NATIONAL ASSOCIATION** ("Assignor"), and **SEACOAST NATIONAL BANK** ("Assignee").

WHEREAS, Assignor (by succession to M&I Marshall & Ilsley Bank) is the Tenant under that certain Lease Agreement dated August 29, 2010 (the "Lease," a true and complete copy of which is attached hereto as **Exhibit "A"**), for the lease of approximately 5,419 square feet (the "Premises") in the building located at 129 E. Gore Street, Orlando, FL;

WHEREAS, Landlord under the Lease is the City of Orlando, Florida;

WHEREAS, in connection with the closing of Assignee's purchase of Assignor's assets and certain liabilities associated with certain of Assignor's retail banking branches located in Florida, all pursuant to the terms of a Branch Sale Agreement, dated as of October 14, 2015, by and between Assignor and Assignee (the "Branch Sale Agreement"), Assignor desires to assign the Lease to Assignee, and Assignee desires to assume the Lease, on the terms and conditions hereinafter set forth; and

WHEREAS, pursuant to Landlord's signature on the Consent following the signature block at the end of this Agreement, Landlord consents to Assignor's assignment of the Lease to Assignee, and releases Assignor from further liability or obligation under the Lease arising on and after the Effective Date (defined in Section 1 below) of this Assignment.

NOW, THEREFORE, in consideration of the mutual covenants and conditions hereinafter contained, Assignor, Assignee, Landlord hereby agree to the foregoing Recitals (which are deemed incorporated into this Agreement as if fully stated below) and as follows:

1.0 Assignment and Assumption. Effective upon the closing of the transactions contemplated under the Branch Sale Agreement (the "Effective Date"): (a) Assignor assigns and transfers to Assignee all of Assignor's rights, title and interest under, in and to the Lease, including all its rights and interests in and to the Premises, to have and hold the same for the remaining term of the Lease, and any renewals thereof; and (b) Assignee accepts such assignment. Accordingly, beginning with the Effective Date and continuing thereafter for the remaining term of the Lease and any renewals thereof, Assignee assumes all the liabilities and agrees to perform all obligations of the Assignor as tenant under the Lease, including the payment of rent, additional rent (if any), and all other sums that become due under the Lease, and agrees to be bound by all other obligations of the tenant under the Lease; provided, however, that Assignor shall remain liable for any breach or violation of the terms of the Lease by Assignor occurring on or prior to the Effective Date. From and after the Effective Date, the tenant's Lease rights and obligations shall be deemed to be in the name of Assignee as the tenant of the Premises. Assignor shall have no further liability or obligations under the Lease to the extent such liability arises on and/or after the Effective Date and Landlord releases Assignor from such liability or obligations. Notwithstanding the forgoing, Assignor and Assignee agree to pro-rate any adjustments to any additional rent, taxes, penalties, fees or other amounts payable, paid or to be paid under the Lease, based on the periods before and after the Effective Date as are applicable to such adjustment. Any Security Deposit under the Lease is hereby assigned to Assignee.

2.0 Lease Continues. Except for the matters set forth in this Agreement, the Lease continues in full force and effect, and in accordance with all of the terms and provisions thereof.

3.0 Acceptance of Premises. Assignee hereby accepts the Premises in its As-Is/Where-Is condition, and Landlord and Assignor have no obligation to improve, alter or remodel the Premises.

4.0 Notice of Effective Date. Upon the closing of the transactions contemplated under the Branch Sale Agreement, Assignor will provide Landlord with email notice that closing has occurred and the date of the Effective Date.

5.0 Miscellaneous.

a. This Agreement sets forth the entire agreement between the parties with respect to the matters set forth herein. There have been no additional oral or written representations or agreements.

b. Except for the Assignment provided for herein, the provisions, conditions and terms of the Lease will remain unchanged by this Assignment and in full force and effect. In all other respects the Lease is ratified and approved by the parties hereto. This Agreement shall bind the parties hereto and their respective successors and assigns.

c. The capitalized terms used in this Agreement have the same definitions as set forth in the Lease to the extent that such capitalized terms are defined therein and not redefined in this Agreement.

d. This Agreement shall be governed by the laws of the State of Florida.

e. This Assignment may be executed in counterparts, and all such counterparts, when taken together, shall constitute one fully-executed original. Further, a facsimile or email transmission of a signature shall be deemed an original and is enforceable against the party whose signature is set forth on such facsimile or emailed copy to the same extent as an original signature.

f. This Agreement shall be null and void and shall not obligate any of the parties hereto in the event the closing of the transactions contemplated under the Branch Sale Agreement do not occur or the Branch Sale Agreement is terminated for any reason and in either event, the Assignor shall remain Tenant under the Lease for all purposes thereunder.

[Remainder of Page Left Intentionally Blank; Signature Page Follows]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first above written.

ASSIGNOR:
BMO Harris Bank National Association

By: _____
Name: _____
Title: _____

Witnessed by:

Signature

Printed Name

Signature

Printed Name

ASSIGNEE:
Seacoast National Bank

By: _____
Name: _____
Title: _____

Witnessed by:

Signature

Printed Name

Signature

Printed Name

LANDLORD HEREBY CONSENTS TO THIS ASSIGNMENT AND ASSUMPTION AGREEMENT

City of Orlando, Florida

By: _____
Name: _____
Title: _____

EXHIBIT A - LEASE