

---

## Section 1: SC 13D/A

UNITED STATES  
SECURITIES AND EXCHANGE COMMISSION  
Washington, D.C. 20549

Amendment No. 3  
to  
**SCHEDULE 13D**  
[Rule 13d-101]

INFORMATION TO BE INCLUDED IN STATEMENTS FILED PURSUANT  
TO § 240.13d-1(a) AND AMENDMENTS TO THERETO FILED PURSUANT TO  
Exchange Act of 1934  
§ 240.13d-2(a)

**Capital City Bank Group, Inc.**

---

(Name of Issuer)

**Common Stock, \$0.01 Par Value**

---

(Title of Class of Securities)

**13974105**

---

(CUSIP Number)

**J. Kimbrough Davis  
P.O. Box 11248  
Tallahassee, Florida 32302-3248  
(850) 402-7820**

---

(Name, Address and Telephone Number of Person Authorized to Receive Notices and Communications)

**December 10, 2018**

---

(Date of Event which Requires Filing of this Statement)

If the filing person has previously filed a statement on Schedule 13G to report the acquisition that is the subject of this Schedule 13D, and is filing this schedule because of §§240.13d-1(e), 240.13d-1(f) or 240.13d-1(g), check the following box:

NOTE: Schedules filed in paper format shall include a signed original and five copies of the schedule, including all exhibits. See §240.13d-7 for other parties to whom copies are to be sent.

---

1.	Names of Reporting Persons. I.R.S. Identification Nos. of above persons (entities only). Douglas W. Smith
2.	Check the Appropriate Box if a Member of a Group (See Instructions) (a) <input checked="" type="checkbox"/> (b) <input type="checkbox"/>
3.	SEC Use Only
4.	Source of Funds (See Instructions) OO
5.	Check if Disclosure of Legal Proceedings is Required Pursuant to Item 2(d) or 2(e) Not applicable.
6.	Citizenship or Place of Organization Florida
Number of Shares Beneficially Owned by Each Reporting Person With:	7. Sole Voting Power 3,607
	8. Shared Voting Power 1,577,200
	9. Sole Dispositive Power 3,607
	10. Shared Dispositive Power 1,577,200
11.	Aggregate Amount Beneficially Owned by Each Reporting Person 1,580,807
12.	Check box if the Aggregate Amount in Row (11) Excludes Certain Shares (See Instructions) <input type="checkbox"/>
13.	Percent of Class Represented by Amount in Row (11) 9.4%
14.	Type of Reporting Person IN

1.	Names of Reporting Persons. I.R.S. Identification Nos. of above persons (entities only). E. Drew Mitchell	
2.	Check the Appropriate Box if a Member of a Group (See Instructions) (a) <input checked="" type="checkbox"/> (b) <input type="checkbox"/>	
3.	SEC Use Only	
4.	Source of Funds (See Instructions) OO	
5.	Check if Disclosure of Legal Proceedings is Required Pursuant to Item 2(d) or 2(e) Not applicable.	
6.	Citizenship or Place of Organization Florida	
Number of Shares Beneficially Owned by Each Reporting Person With:	7.	Sole Voting Power 0
	8.	Shared Voting Power 1,577,200
	9.	Sole Dispositive Power 0
	10.	Shared Dispositive Power 1,577,200
11.	Aggregate Amount Beneficially Owned by Each Reporting Person 1,577,200	
12.	Check box if the Aggregate Amount in Row (11) Excludes Certain Shares (See Instructions) <input type="checkbox"/>	
13.	Percent of Class Represented by Amount in Row (11) 9.4%	
14.	Type of Reporting Person IN	

### Introduction

This Amendment No. 3 to Schedule 13D (“Amendment No. 3”) is being filed by Douglas W. Smith and E. Drew Mitchell (the “Reporting Persons”) with respect to the common stock, par value \$0.01 per share (“Common Stock”) of Capital City Bank Group, Inc., a Florida corporation (the “Issuer”). The purpose of this Amendment No. 3 is to report the departure of the Estate of Robert Hill Smith (the “Estate”) from the Reporting Persons’ control group for purposes of Section 13(d) of the Securities Exchange Act of 1934, as amended (the “Exchange Act”).

#### Item 1. Security and Issuer

This filing pertains to the Common Stock of Issuer. The principal executive offices of the Issuer are located at 217 North Monroe St., Tallahassee, FL 32301. The percentage of shares of Common Stock reported owned by the Reporting Persons named herein is based upon 16,734,080 shares of Common Stock, which is the number of shares of Common Stock outstanding as of October 31, 2018 as set forth in the Issuer’s Quarterly Report on Form 10-Q filed with the Securities and Exchange Commission on November 2, 2018 less 324,441 shares of Common Stock which were repurchased by the Issuer on December 10, 2018 from the Estate. The holdings reported herein are as of the close of business on December 17, 2018.

#### Item 2. Identity and Background

- (a) The persons filing this statement are Douglas W. Smith and E. Drew Mitchell, the co-personal representatives of the Estate and co-trustees of (i) the Trust for Virginia Smith McKnight (formerly known as the VSM Trust) and (ii) the Trust for Warren H. Smith (formerly known as the Trust u/w of Robert H. Smith f/b/o Warren Hamilton Smith).
  - (b) The business address of the Reporting Persons is 217 North Monroe St., Tallahassee, Florida 32301.
  - (c) Douglas W. Smith’s principal occupation is owner of a security alarm business. E. Drew Mitchell’s principal occupation is owner of a public relations firm.
  - (d) None of the Reporting Persons has during the last five years been convicted in any criminal proceeding (excluding traffic violations or similar misdemeanors).
  - (e) None of the Reporting Persons has during the last five years been a party to any civil proceeding of a judicial or administrative body of competent jurisdiction resulting in the Reporting Person being subject to any judgment, decree or final order enjoining future violations of, or prohibiting or mandating activities subject to, federal or state securities laws or finding any violation with respect to such laws.
  - (f) Messrs. Smith and Mitchell are each citizens of the United States of America.
-

**Item 3. Source and Amount of Funds or Other Consideration**

The Estate acquired the Common Stock previously owned by Robert Hill Smith under the laws of succession in Florida and pursuant to the terms of the will of Robert Hill Smith.

**Item 4. Purpose of Transaction**

The Estate acquired 2,003,780 shares of Common Stock following the death of Robert Hill Smith, the former beneficial owner, on May 28, 2013. The Reporting Persons were declared qualified to act as the Co-Personal Representatives of the Estate by order of the Circuit Court for Leon County, Florida on June 5, 2013. Of the 2,003,780 shares of Common Stock initially acquired by the Estate, 679,339 of these shares were disposed of by the Estate prior to this Amendment No. 3 to Schedule 13D. On December 10, 2018, the Estate sold an aggregate of 324,441 shares of Common Stock to the Issuer in a private transaction exempt from registration pursuant to Section 4(a)(7) of the Securities Act and applicable state securities laws and regulations. On December 17, 2018, the Estate transferred the remaining 1,000,000 shares of Common Stock of the Issuer to the Trust for Virginia Smith McKnight (formerly known as the VSM Trust) and the Trust for Warren H. Smith (formerly known as the Trust u/w of Robert H. Smith f/b/o Warren Hamilton Smith).

The Reporting Persons will continue to evaluate on an ongoing basis the Issuer's financial condition, business, operations and prospects, the market price for the shares of Common Stock, conditions in the securities markets generally, general economic conditions, conditions affecting the Issuer's operations and other factors, including management's ability to maximize shareholder value. The Reporting Persons may purchase additional shares of Common Stock, or may sell or otherwise dispose of all or a portion of the shares of Common Stock in public and private transactions. Any such transactions may be effected at any time or from time to time.

**Item 5. Interest in Securities of the Issuer**

- (a) The Reporting Persons may be deemed to beneficially own an aggregate of 1,581,107 shares of Common Stock, constituting approximately 9.27% of the shares of Common Stock outstanding, 3,607 of which, constituting less than 1% of the shares outstanding, are owned directly by Douglas W. Smith, and 300 of which, constituting less than 1% of the shares outstanding, are owned by the EWS Partnership LLP of which Douglas W. Smith is a partner, 788,600 are owned by the Trust for Virginia Smith McKnight for which Douglas W. Smith and E. Drew Mitchell serve as co-trustees, and 788,600 are owned by the Trust for Warren H. Smith for which Douglas W. Smith and E. Drew Mitchell serve as co-trustees.
  - (b) The Reporting Persons have the sole power to vote or to direct the vote of, and sole power to dispose of or direct the disposition of, all of the shares of Common Stock referenced in paragraph (a) of this Item 5.
  - (c) On December 10, 2018, the Estate sold an aggregate of 324,441 shares of Common Stock to the Issuer in a private transaction exempt from registration pursuant to Section 4(a)(7) of the Securities Act and applicable state securities laws and regulations. On December 17, 2018, the Estate transferred 500,000 of Common Stock of the Issuer to the Trust for Virginia Smith McKnight for which Douglas W. Smith and E. Drew Mitchell serve as co-trustees, and 500,000 of Common Stock of the Issuer to the Trust for Warren H. Smith for which Douglas W. Smith and E. Drew Mitchell serve as co-trustees. As a result of the foregoing transactions, the Estate no longer holds any shares of Common Stock of the Issuer.
-

- (d) Not applicable.
- (e) As noted in the Introduction above, the Estate ceased to be a beneficial owner of 5% of the Issuer's Common Stock on December 17, 2018 and will no longer be a member of the Reporting Persons' group for purposes of Section 13(d) and, therefore the Estate is no longer party to this Schedule 13D or any subsequent amendments hereto.

**Item 6. Contracts, Arrangements, Understandings or Relationships with Respect to Securities of the Issuer**

Messrs. Smith and Mitchell were declared qualified to act as the Co-Personal Representatives of the Estate by order of the Circuit Court for Leon County, Florida on June 5, 2013. Messrs. Smith and Mitchell also act as co-trustees under the trust agreements for each of the Trust for Virginia Smith McKnight (formerly known as the VSM Trust) and the Trust for Warren H. Smith (formerly known as the Trust u/w of Robert H. Smith f/b/o Warren Hamilton Smith). On December 10, 2018, the Estate entered into a Stock Repurchase Agreement with the Issuer for the repurchase of 324,441 shares of Common Stock, a copy of which is filed as Exhibit 7.1 to this Amendment No. 3 to Schedule 13D and is incorporated by reference herein. On December 17, 2018, the Reporting Persons entered into an agreement to file a joint Schedule 13D, a copy of which is filed as Exhibit 7.2 to this Amendment No. 3 to Schedule 13D and is incorporated by reference herein.

**Item 7. Material to Be Filed as Exhibits**

- 7.1 Stock Repurchase Agreement, dated as of December 10, 2018, by and between the Estate of Robert Hill Smith and Capital City Bank Group, Inc.
  - 7.2 Agreement to File Joint Schedule 13D, by and between the Douglas W. Smith and E. Drew Mitchell.
-

**SIGNATURE**

After reasonable inquiry and to the best of my knowledge and belief, I certify that the information set forth in this statement is true, complete and correct.

Dated: December 17, 2018

/s/ Douglas W. Smith  
 \_\_\_\_\_  
 Douglas W. Smith

/s/ E. Drew Mitchell  
 \_\_\_\_\_  
 E. Drew Mitchell

[\(Back To Top\)](#)

**Section 2: EX-7.1**

EXHIBIT 7.1

**STOCK REPURCHASE AGREEMENT**

**THIS STOCK REPURCHASE AGREEMENT** (this “**Agreement**”) is entered into as of December 10, 2018 (the “**Effective Date**”), by and between Capital City Bank Group, Inc., a Florida corporation (the “**Company**”), and the Estate of Robert Hill Smith (the “**Shareowner**”).

**WHEREAS**, the Shareowner desires to resell 324,441 shares of common stock of the Company, \$0.01 par value per share (the “**Shares**”), to the Company in a private transaction on the terms and conditions set forth herein; and

**WHEREAS**, the Company desires to purchase the Shares from the Shareowner in a private transaction pursuant to its Board-approved stock repurchase program on the terms and conditions set forth herein.

**NOW, THEREFORE**, in consideration of the mutual promises and covenants contained herein and other valuable consideration, the parties hereby agree as follows:

1. **Shares to be Repurchased**. Subject to the conditions set forth herein, the Shareowner hereby agrees to sell to the Company, and the Company agrees to repurchase from the Shareowner, all of the Shares for an aggregate purchase price of \$8,029,914.75 (the “**Purchase Price**”).

2. **Payment for the Shares**. At the Closing (as defined below) and upon receipt by the Company of an executed copy of this Agreement and the duly endorsed certificates representing the Shares (or certificates accompanied by duly executed stock powers), the Company shall deliver to the Shareowner, or Shareowner’s agent, the Purchase Price for the Shares. The Company may pay the Purchase Price in cash or by check or wire transfer.

3. **Closing**. The closing of the purchase and sale of the Shares (the “**Closing**”) shall occur at a date and location that is mutually agreeable to the Company and Shareowner.

4. **Representation and Warranties of Shareowner**. The Shareowner represents covenants and warrants to the Company, as of the Effective Date and as of the Closing, the following:

(i) **Power and Authority**. The Shareowner has full power, legal right and authority to enter into, execute and deliver this Agreement and any other agreements, instruments and documents contemplated hereby and to carry out Shareowner’s obligations hereunder. No other acts or proceedings on the part of the Shareowner will be necessary to authorize this Agreement (or any agreements, instruments and documents contemplated hereby) or the transactions contemplated hereby. This Agreement and any other agreements, instruments and documents contemplated hereby, constitute valid and legally binding obligations of the Shareowner and are enforceable against Shareowner in accordance with their respective terms, except as limited by applicable bankruptcy, insolvency, reorganization, moratorium or other laws of general application relating to creditors’ rights or by the application of equitable principles when equitable remedies are sought.

(ii) **No Liens or Encumbrances**. The Shareowner owns the Shares, beneficially and of record, and, upon transfer of the Shares to the Company, the Shares shall be free and clear of all liens, encumbrances, security agreements, equities, options, claims, charges and restrictions. The Shareowner will not permit any liens, encumbrances, security agreements, equities, options, claims, charges, or restrictions to be placed on the Shares.

(iii) **Access to Information**. Prior to the date hereof, the Shareowner and Shareowner’s legal and financial representatives

have had the opportunity to ask questions and receive answers from the Company and its officers and directors concerning the financial condition and business prospects of the Company, and have received copies of or access to all requested information and documentation relating to the Company and its financial and business affairs.

(iv) Sophistication. The Shareowner is sophisticated and experienced in financial, business and investment matters (particularly with regard to the business of the Company), and, as a result, the Shareowner is in a position to evaluate the merits and risks of a sale of the Shares, and the tax consequences of such sale. The Shareowner has had, or has had the opportunity to obtain, the advice and the assistance of legal counsel and other professional advice in connection with evaluating the transactions contemplated by this Agreement.

---

(v) Accredited Investor Status. Shareowner is an “accredited investor,” as that term is defined in Regulation D under the Securities Act of 1933, as amended.

(vi) No “Bad Actor” Disqualification. Shareowner, nor any person who has been or will be paid (directly or indirectly) remuneration or a commission for their participation in the offer or sale of the Shares is subject to an event that would disqualify an issuer or covered person under Rule 501(d)(1) of Regulation D or is subject to a statutory disqualification described under Section 3(a)(39) of the Securities Exchange Act of 1934, as amended.

5. Confidentiality and Nondisclosure. The Shareowner acknowledges that, for purposes of selling the Shares to the Company in compliance with applicable law, the Company has given access to, and the Shareowner has become acquainted with, certain information concerning the Company, including but not limited to, confidential information regarding the business prospects and operations of the Company (the “**Confidential Information**”). Until such time as the Confidential Information shall become public through no fault or disclosure of the Shareowner, the Shareowner agrees that Shareowner shall not in any manner, either directly or indirectly, divulge, disclose or communicate to any person or entity, or use in any manner, any of the Confidential Information. The Shareowner expressly agrees that the Confidential Information affects the successful and effective conduct of the Company’s business and its good will, and that any breach of the terms of this Section by the Shareowner is a material breach of this Agreement.

6. Indemnification. The Shareowner shall indemnify and hold harmless the Company, and its officers, directors, shareowners, affiliates, employees, agents and attorneys, (collectively the “**Company Group**”) against and in respect of any and all direct or indirect damages, claims, losses, liabilities and reasonable expenses (including, without limitation, legal, accounting, and other expenses) suffered by the Company Group which may arise out of or be in respect of any falsity, inaccuracy or misrepresentation in or breach of any of the representations, warranties or covenants made in this Agreement by the Shareowner.

7. Compliance with Securities Laws. The repurchase of the Shares by the Company requires that the Shareowner and the Company comply with applicable requirements of federal and state securities and corporate laws. Accordingly, the Shareowner agrees to take any further acts and execute and deliver to the Company any documents the Company may reasonably require to assure compliance with such laws.

8. Miscellaneous Provisions. This Agreement represents the entire understanding and agreement between the parties with respect to the subject matter of this Agreement, and supersedes all other negotiations, understandings and representations (if any) made by and between the parties. All of the terms and provisions of this Agreement shall be binding upon, inure to the benefit of, and be enforceable by the parties and their respective heirs, legal representatives, successors and permitted assigns, whether so expressed or not. No party shall assign its rights or obligations under this Agreement without the prior written consent of each other party to this Agreement.

The headings contained in this Agreement are for convenience of reference only, and shall not limit or otherwise affect in any way the meaning or interpretation of this Agreement. If any part of this Agreement or any other agreement entered into pursuant to this Agreement is contrary to, prohibited by or deemed invalid under applicable law or regulation, such provision shall be inapplicable and deemed omitted to the extent so contrary, prohibited or invalid, but the remainder of this Agreement shall not be invalidated thereby and shall be given full force and effect so far as possible. All covenants, agreements, representations and warranties made in this Agreement or otherwise made in writing by any party pursuant to this Agreement shall survive the execution and delivery of this Agreement and the consummation of the transactions contemplated hereby.

The parties acknowledge that a substantial portion of the negotiations and anticipated performance of this Agreement occurred or shall occur in Leon County, Florida. Any civil action or legal proceeding arising out of or relating to this Agreement shall be brought in the courts of record of the State of Florida in Leon County or the United States District Court, Northern District of Florida, Tallahassee Division. Each party consent to the jurisdiction of this court in any civil action or legal proceeding and waives any objection to the laying of venue of any civil action or legal proceeding in court. Service of any court paper may be effected on a party by mail, as provided in this Agreement, or in any other manner as may be provided under applicable laws, rules of procedure or local rules.

This Agreement and all transactions contemplated by this Agreement shall be governed by, and construed and enforced in accordance with, the internal laws of the State of Florida without regard to principles of conflicts of laws. If any legal action or other proceeding is brought for the enforcement of this Agreement, or because of an alleged dispute, breach, default, or misrepresentation in connection with any provision of this Agreement, the successful or prevailing party or parties shall be entitled to recover reasonable attorneys' fees, sales and use taxes, court costs, and all other expenses even if not taxable as court costs. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

The parties acknowledge and agree that Gunster, Yoakley & Stewart, P.A. only represented the Company in the preparation and negotiation of this Agreement, and did not represent any other party, including, without limitation, the Shareowner. Shareowner has received advice from Shareowner's own lawyers, accountants, financial advisors, and tax advisors or has willingly, and with a full understanding of the associated consequences, chosen to not obtain such advice.

**IN WITNESS WHEREOF**, the parties hereto have executed this Agreement as of the date first written above.

**ESTATE OF ROBERT HILL SMITH**

By: /s/ Douglas W. Smith  
Name: Douglas W. Smith  
Title: Co-Personal Representative

By: /s/ E. Drew Mitchell  
Name: E. Drew Mitchell  
Title: Co-Personal Representative

**CAPITAL CITY BANK GROUP, INC.**

By: /s/ J. Kimbrough Davis  
Name: J. Kimbrough Davis  
Title: Chief Financial Officer

[\(Back To Top\)](#)

## Section 3: EX-7.2

**Exhibit 7.2**

**AGREEMENT TO FILE JOINT SCHEDULE 13D**

Each of the undersigned, being a record owner or "beneficial owner" of the common stock of Capital City Bank Group, Inc. ("Common Stock"), hereby agrees to jointly file a Schedule 13D with respect to their respective holdings of the Common Stock and to include this agreement as an exhibit to such Schedule 13D.

**IN WITNESS WHEREOF**, each of the undersigned has executed and delivered this agreement as of the 17<sup>th</sup> day of December, 2018.

/s/ Douglas W. Smith  
Douglas W. Smith

/s/ E. Drew Mitchell  
E. Drew Mitchell

[\(Back To Top\)](#)