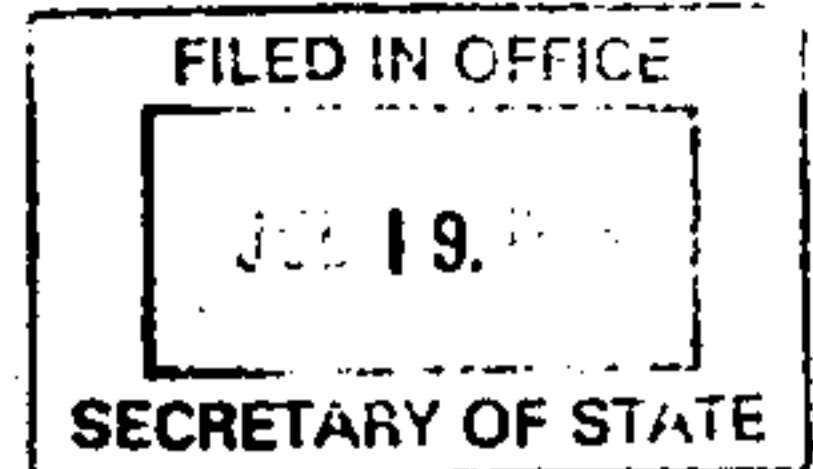


1176  
MERGER AGREEMENT



In consideration of the mutual covenants hereinafter contained, effective this 3 day of March, 1983, the duly authorized officers of the MERCHANTS & PLANTERS BANK, Montevallo, Alabama, the duly authorized officers of the M & P Bank, Montevallo, Alabama, and the duly authorized officers of Merchants & Planters Bancshares, Montevallo, Alabama, have approved and made this Merger Agreement, authorizing the undertakings hereinafter set forth:

ARTICLE I

Purpose

1.1 The purpose of the Merger described herein is to enable the Merchants & Planters Bank, Montevallo, Alabama to operate through a bank holding company. Bank holding companies are permitted to engage in activities from which banks are prohibited, including the acquisition of other banks and related corporations. The holding company will provide an efficient vehicle for meeting future capital needs of the bank, should regulatory authorities perceive a deficiency or should additional funds be required for expansion, and will help to maximize the after-tax return on assets for Merchants & Planters Bank. It may also provide a market for its stock, a benefit which cannot be provided by the bank, which is normally prohibited from purchasing its own stock. The Holding Company will thus provide financial stability and help to maintain continuity of local management and control.

ARTICLE II

Definitions

2.1 "Bank" shall mean the Merchants & Planters Bank, a state banking corporation duly organized under the laws of the State of Alabama, and having its principal office in Montevallo, Alabama. As of September 30, 1982, the Bank had Equity Capital of approximately Two Million Four Hundred Thirty Thousand Dollars (\$2,430,000) comprised of Twenty-Four Thousand (24,000) shares of common stock having par value of Twenty-Five and NO/100 Dollars (\$25.00) each, surplus of Six Hundred Thousand Dollars (\$600,000), and undivided profits of approximately of One Million Two Hundred Thirty Thousand Dollars (\$1,230,000).

2.2 "Interim Bank" shall mean the M & P Bank, a recently formed, wholly-owned subsidiary of Merchants & Planters Bancshares. It is a state banking corporation duly organized under the laws of the State of Alabama, and has its principal office in Montevallo, Alabama. The Interim Bank, as of the date hereof, has equity capital of Twenty-Five Thousand Dollars (\$25,000) comprised of One Thousand (1,000) shares of the par value of One and NO/100 Dollars (\$1.00) each, all of which are owned by Merchants & Planters Bancshares.

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*Merchants & Planters Bank  
Montevallo, Ala. 35115*

2.3 "Holding Company" shall mean Merchants & Planters Bancshares, a corporation duly formed under the laws of the State of Alabama for the purpose of becoming a bank holding company. Its registered office is in Montevallo, Alabama. As of the date of the consummation of the Merger contemplated by this Merger Agreement, Holding Company will have authorized capital stock consisting of Twenty-Four Thousand (24,000) shares of common stock, par value of One and NO/100 Dollar (\$1.00) per share, of which One Thousand (1,000) shares will be issued and outstanding.

2.4 "Continuing Bank" shall mean the state banking corporation which survives the Merger, and which will operate as a wholly-owned subsidiary of the Holding Company, i.e. the Bank from and after the effective date of the Merger.

2.5 "Holding Company Stock" shall mean any or all of the shares of common stock of the Holding Company, each having One and NO/100 Dollar (\$1.00) par value. There will be Twenty-Four Thousand (24,000) of such shares authorized, One Thousand (1,000) of which will be issued and outstanding as of the effective date of the Merger. The number of shares of Holding Company Stock to be issued and outstanding after the Merger depends on the number of shareholders who elect to dissent from the proposed Merger.

2.6 "Bank Stock" shall mean any or all of the shares of common stock of the Bank, each share having a par value of Twenty-Five and NO/100 Dollars (\$25.00). There are Twenty-Four Thousand (24,000) of such shares issued and outstanding as of the date hereof.

2.7 "Interim Bank Stock" shall mean any or all of the shares of the Interim Bank, each share having a par value of One and NO/100 Dollar (\$1.00). There are One Thousand (1,000) of such shares issued and outstanding.

2.8 "Continuing Bank Stock" shall mean any or all of the common stock of the Continuing Bank, i.e. Bank Stock from and after the effective date of the Merger.

2.9 "Merger" shall mean the plan of reorganization whereby the Interim Bank will be merged with and into the Bank, the Bank being the surviving corporation.

2.10 "Dissenting Shareholders" shall mean those holders of Bank Stock who perfect their dissenters' appraisal rights according to Alabama law.

2.11 "Electing Shareholders" shall mean those holders of Bank Stock who properly elect to receive cash for their Bank Stock pursuant to this Agreement.

2.12 "Consenting Shareholders" shall mean those holders of Bank Stock who 1) do not properly perfect their dissenters' rights of appraisal under applicable Alabama law, and 2) do not properly elect to receive cash pursuant to this Agreement.

2.13 "Shareholders Meeting" shall mean a duly called meeting of holders of Bank Stock at which a vote is taken for the purpose of ratifying this Agreement.

### ARTICLE III

#### Articles of Incorporation of Interim Bank

3.1 The Interim Bank shall be merged with and into the Bank, and shall operate thereafter under the Charter and Articles of Incorporation of the Bank pursuant to the provisions of Alabama law. Its Articles of Incorporation shall be as set forth in Exhibit A attached hereto, and incorporated herein by this reference.

### ARTICLE IV

#### Assets

4.1 Upon the effective date of the Merger, the corporate existence of the Bank and the Interim Bank shall, as provided by Alabama law, be merged into and continued in the Continuing Bank, and the Continuing Bank shall be deemed to be the same corporation as the Bank and the Interim Bank, collectively. All rights, franchises and interests of the Bank and the Interim Bank, in and to every type of property (real, personal and mixed), and choses-in-action shall be transferred to and vested in the Continuing Bank by virtue of such Merger without any deed or other document of transfer.

### - ARTICLE V

#### Liabilities

5.1 Upon the effective date of the Merger, all deposits, debts, liabilities, obligations, and contracts of the Bank and of the Interim Bank, respectively, matured or unmatured, whether accrued, absolute, contingent or otherwise, and whether or not reflected or reserved against on balance sheets, books of account, or records of the Bank or the Interim Bank, as the case may be, shall be those of the Continuing Bank, and shall not be released or impaired by the Merger; and all rights of creditors and other obligees and all liens on property of either the Bank or the Interim Bank shall be preserved unimpaired.

### ARTICLE VI

#### Stock

6.1 The amount and the number of shares of Interim Bank Stock outstanding immediately before the effective date of the Merger shall be cancelled, and an amount equal to the amount paid therefor shall be returned to the Holding Company.

6.2 The One Thousand (1,000) shares of Holding Company Stock outstanding prior to the Merger shall be repurchased by Holding Company at the price paid therefor.

6.3 Upon the effective date of the Merger, the Holding Company will be issued Twenty-Four Thousand (24,000) shares of Continuing Bank Stock. Thus, the Holding Company shall be allocated the amount and the number of shares of Continuing Bank Stock which shall be equal to the amount and the number of shares of Bank Stock outstanding immediately prior to Merger.

6.4 The shares of Bank Stock owned by Bank shareholders immediately prior to the Merger shall:

6.4.1 In the case of Consenting Shareholders, be converted into shares of Holding Company Stock;

6.4.2 In the case of Dissenting Shareholders, be converted into a right to receive the appraised value of the Bank Stock; or

6.4.3 In the case of Electing Shareholders, be converted into a right to receive cash equal to Ninety-Five and NO/100 Dollars (\$95.00) per share.

#### ARTICLE VII

##### Dissenting Shareholders

7.1 Any holder of Bank Stock who has voted against the Merger at a meeting of shareholders to be held for the purpose of such vote, or has given notice in writing at or prior to such meeting to the Bank that such shareholder dissents from the plan of Merger, shall, if he perfects his rights as a dissenter under Alabama law, in respect of any or all of his shares of Bank Stock, be entitled to receive the value of the shares so held by him, and shall have such other rights as are prescribed by Alabama law, if and when the Merger is approved by applicable regulatory authorities and is consummated.

#### ARTICLE VIII

##### Electing Shareholders

8.1 Any holder of Bank Stock who has properly filed a designation form with the Holding Company on or before the tenth day following the Shareholders Meeting shall be entitled to receive Ninety-Five and NO/100 Dollars (\$95.00) for each share of Bank Stock with respect to which the designation form is filed.

8.2 A designation form shall be treated as properly filed only if it is properly endorsed and received by the Bank on or before noon of the tenth day following the Shareholders Meeting, and only if it is accompanied by surrender of properly endorsed certificates of Bank Stock.

8.3 The amount to be paid to each Shareholder shall be an amount equal to Ninety-Five and NO/100 Dollars (\$95.00) multiplied by the number of shares represented by the properly endorsed certificates. The amount so determined shall be paid on or before the fifteenth day following the later of:

8.3.1 Thirty (30) days following receipt of approval from the Federal Deposit Insurance Corporation; or

8.3.2 Such date as may be set for consummation of the Merger by any regulatory authority having jurisdiction to set such a date.

8.4 Any Shareholder not properly endorsing the certificates surrendered pursuant to this Article VIII, or not properly endorsing the designation form, or failing to ensure timely delivery of either to the Bank may be deemed to be a Consenting Shareholder.

## ARTICLE IX

### Consenting Shareholders

9.1 The shares of Bank Stock held by each Consenting Shareholder shall, without any further action, be converted into an equal number of shares of Holding Company Stock; the outstanding certificates representing shares of Bank Stock shall thereafter represent shares of Holding Company Stock.

9.2 Each Consenting Shareholder shall, upon surrender of certificates representing shares of Bank Stock (hereinafter called "Old Certificates"), in proper form to the Continuing Bank for cancellation, be entitled to receive as evidence of the shares so converted one or more stock certificates (hereinafter called "New Certificates") bearing the name of the Holding Company as issuer. The new Certificate(s) shall represent a number of shares of the Holding Company equal to the number of shares of Bank Stock formerly represented by the surrendered Old Certificate(s).

9.3 Until surrendered, each Old Certificate shall be deemed, for all corporate purposes, to evidence the ownership of the number of shares of Holding Company Stock which the holder thereof would be entitled to receive upon its surrender; except that Holding Company may withhold distribution, from the holder of shares represented by such Old Certificate, of any dividends declared by the Holding Company on such shares. At such time as such Old Certificates shall be surrendered in exchange for one or more New Certificates, dividends so withheld by the Holding Company with respect to such shares shall be delivered, without interest thereon, to the shareholder to whom such New Certificate(s) are issued.

## ARTICLE X

### Ratification

10.1 This Merger Agreement shall be submitted to the shareholders of the Bank and the Interim Bank for ratification and confirmation at meetings to be

called and held in accordance with the applicable law and the respective Articles of Incorporation and By-Laws of the Bank and the Interim Bank. The Bank and Interim Bank shall proceed expeditiously and cooperate fully in the procurement of any other consents and approvals and in the taking of any other action, and the satisfaction of all other requirements, prescribed by law or otherwise, necessary for consummation of the Merger on the terms herein provided.

#### ARTICLE XI

##### Contingencies

11.1 Consummation of the Merger as herein provided is conditioned upon:

11.1.1 Ratification and confirmation of this Agreement by vote of the shareholders of the Bank and the Interim Bank as required by law; and

11.1.2 Procurement of all other consents and approvals, and satisfaction of all other requirements prescribed by law which are necessary for consummation of the Merger.

#### ARTICLE XII

##### Termination

12.1 Upon termination by written notice as hereinafter provided in this Section, this Agreement shall be void and of no further effect, and there shall be no liability by reason of this Agreement or the termination thereof on the part of either Bank, the Interim Bank, the Corporation, or the directors, officers, employees, agents or shareholders or of any of them. This Merger Agreement may be terminated by either the Bank or the Interim Bank by written notice delivered to the other of them, authorized and approved by resolution adopted by the Board of Directors of the one of them giving notice, if:

12.1.1 The number of shares of capital stock voted against the Merger, or in respect of which written notice is given purporting to dissent from the Merger, or any combination thereof, shall make consummation of the Merger inadvisable in the opinion of the Board of Directors of either bank; or

12.1.2 Any action, suit, proceeding, or claim has been instituted, made, or threatened relating to the proposed Merger which shall make consummation of the Merger inadvisable in the opinion of the Board of Directors of either bank; or

12.1.3 Any action, consent or approval, governmental or otherwise, which is, or in the opinion of counsel for the Bank may be, necessary to permit or enable the Continuing Bank, upon and after the Merger, to conduct all or any part of the business and activities of the Bank up to the time of Merger, in the manner in which such activities and business were then conducted, shall not have been obtained; or

12.1.4 There shall not have been obtained a ruling from the Internal Revenue Service, satisfactory in form and substance to the Bank and its legal counsel, or an opinion of legal counsel for the Bank, to the effect that under the Internal Revenue Code of 1954, as amended, neither gain nor loss will be recognized for federal income tax purposes to the Bank, the Interim Bank, the Holding Company or the shareholders of the Bank (other than the dissenting shareholders who elect appraisal rights) by reason of the transactions contemplated herein, and as to such further matters relating to the tax consequences of the transactions contemplated hereby, as the Bank or its counsel may deem advisable; or

12.1.5 For any other reason consummation of the Merger is inadvisable in the opinion of the Boards of Directors of either the Bank or the Interim Bank.

#### ARTICLE XIII

##### Directors

13.1 The Board of Directors of the Continuing Bank shall consist of all the persons who are directors of the Bank immediately before the Merger becomes effective.

#### ARTICLE XIV

##### Profit Sharing Plan

14.1 The Bank's Pension and Profit Sharing Plan shall not be terminated upon consummation of the Merger, but shall continue thereafter as a plan of the Continuing Bank.

#### ARTICLE XV

##### Effective Date

15.1 Subject to the terms and upon satisfaction of all requirements of law and the conditions specified in this Merger Agreement, including, among other conditions, receipt of the approval of the Federal Deposit Insurance Corporation and the State Department of Banking, the Merger shall become effective at the time specified in the certificate to be issued by the Federal Deposit Insurance Corporation under seal.

#### ARTICLE XVI

##### Agent

16.1 The Bank shall be the agent for receipt of all notices in respect of the Merger, including receipt of notices of dissent, designation forms, and stock certificates, and shall also be the agent for disbursement of cash with respect to either Dissenting or Electing Shareholders.

ARTICLE XVII

Miscellaneous

17.1 This Merger Agreement shall be construed under and governed by the laws of the State of Alabama.

17.2 The headings contained herein are for convenience only and shall not be construed as adding to or modifying the contents hereof.

17.3 This Agreement shall be binding on the successors and assigns of all parties hereto.

17.4 This Agreement constitutes the entire agreement of the parties, integrates all prior or contemporaneous oral statements, and shall not be varied except by subsequent written agreement, signed by the party to be bound thereby.

IN WITNESS WHEREOF, the Bank, Interim Bank, and the Corporation have caused this Merger Agreement to be executed in counterparts by their duly authorized officers and the corporate seals of each are hereunto affixed as of the date first above written.

ATTEST:

*Sam C. Bunt*  
AVP & Cashier

(Seal)

MERCHANTS & PLANTERS BANK  
Montevallo, Alabama

*J. A. Kelly*  
J. A. Kelly

*J. P. Kelly*  
J. P. Kelly

ATTEST:

*J. P. Kelly*

(Seal)

M & P BANK  
Montevallo, Alabama

*J. A. Kelly*  
J. A. Kelly

ATTEST:

*J. P. Kelly*

(Seal)

MERCHANTS & PLANTERS BANKSHARES  
Montevallo, Alabama

*J. A. Kelly*  
J. A. Kelly

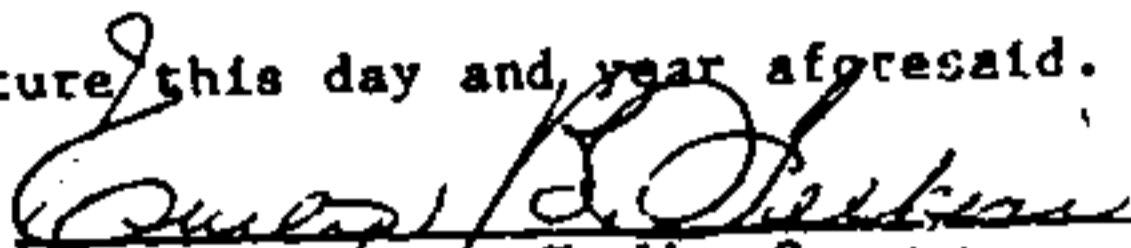
*J. P. Kelly*  
J. P. Kelly

STATE OF ALABAMA )  
 ) ss.  
COUNTY OF SHELBY )

On this 3rd day of March, 1983, before me, a Notary Public for the State and County aforesaid, personally came J. A. Kelly, as President, and J. P. Kelly, as EVP, of Merchants & Planters Bank, Montevallo, Alabama, and each in his said capacity acknowledged the foregoing instrument to be the act and deed of said Bank and the seal affixed thereto to be its seal.

WITNESS my official seal and signature this day and year aforesaid.

(Seal of Notary)

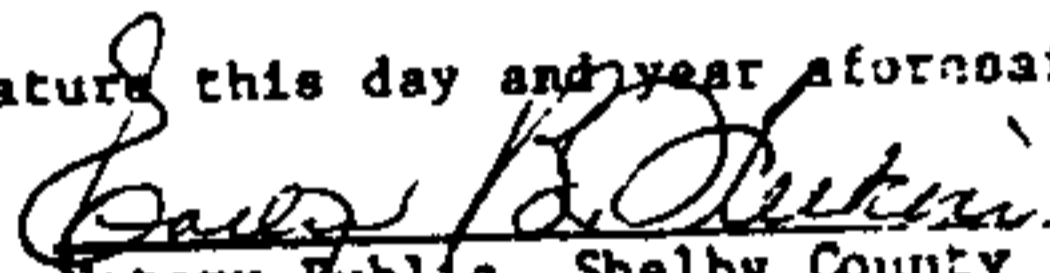
  
Notary Public, Shelby County  
My Commission expires: Notary Public, State At Large  
My Commission Expires January 23, 1985

STATE OF ALABAMA )  
 ) ss.  
COUNTY OF SHELBY )

On this 3rd day of March, 1983, before me, a Notary Public for the State and County aforesaid, personally came J. A. Kelly, as President, and J. P. Kelly as Vice President of M & P Bank, Montevallo, Alabama, and each in his said capacity acknowledged the foregoing instrument to be the act and deed of said Bank and the seal affixed thereto to be its seal.

WITNESS my official seal and signature this day and year aforesaid.

(Seal of Notary)

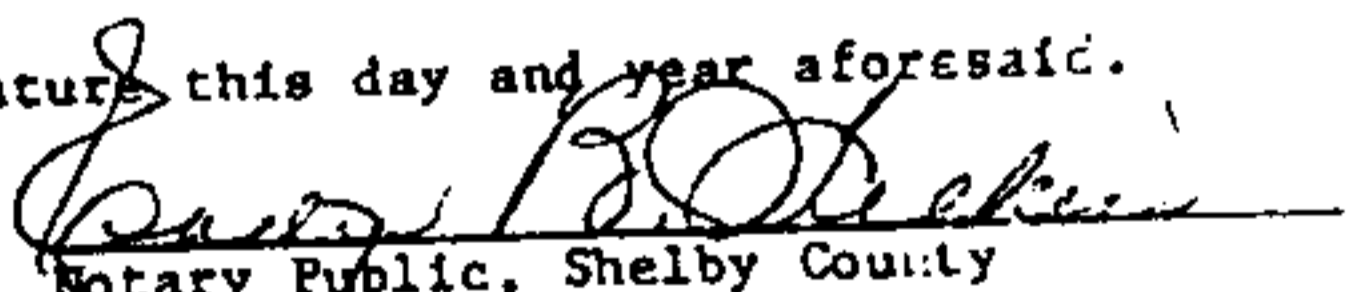
  
Notary Public, Shelby County  
My Commission expires: Notary Public, State At Large  
My Commission Expires January 23, 1985

STATE OF ALABAMA )  
 ) ss.  
COUNTY OF SHELBY )

On this 3rd day of March, 1983, before me, a Notary Public for the State and County aforesaid, personally came J. A. Kelly, as Director and President, and J. P. Kelly, as Vice President and Director, of Merchants & Planters Bancshares, Montevallo, Alabama, and each in his said capacity acknowledged the foregoing instrument to be the act and deed of said Corporation and the seal affixed thereto to be its seal.

WITNESS my official seal and signature this day and year aforesaid.

(Seal of Notary)

  
Notary Public, Shelby County  
My Commission expires: Notary Public, State At Large  
My Commission Expires January 23, 1985

M & P BANK  
(Bank)  
\*\*\*\*\*

CERTIFICATE OF INCORPORATION

TO WHOM IT MAY CONCERN:

KNOW ALL MEN BY THESE PRESENTS that we, the undersigned, desire to become a body corporate under the laws of the State of Alabama for the purposes set forth herein.

ARTICLE I

Name

The name of the corporation shall be the M & P Bank.

ARTICLE II

Objects

The objects for which the corporation is formed are:

(A) To do all things necessary and incident to carrying on the business of banking and such business as is done by trust companies doing a banking business.

(B) To discount bills, notes and other evidences of debt.

(C) To receive and pay out deposits, with or without interest, to receive on special deposit money, bullion, foreign money, stocks, bonds or other security.

(D) To buy and sell foreign and domestic exchanges, bullion, bonds, stocks, bills of exchange, notes and other negotiable paper.

(E) To lend money on personal security, upon pledge of bonds, stocks, or other negotiable security.

(F) To lend money and to receive security therefor by mortgage on personal property and real property.

(G) To do any business and perform any acts incident to the general banking business and the business of trust companies doing a banking business.



(H) To buy, sell, lease, acquire, own, use and occupy real estate in any locality, in a legal manner, that may be necessary or convenient for the conduction and maintenance of said banking business.

(I) To enter into contracts with persons, firms, associations and corporations for services of each and every kind that may be necessary or beneficial to the welfare of said banking business.

(J) To do each and every legal thing that may be for the betterment or welfare of said banking business.

### ARTICLE III

#### Principal Office

The location of the principal office of the M & P Bank in the State of Alabama shall be 158 N. Main Street, Montevallo.

### ARTICLE IV

#### Stock

The amount of the total authorized capital stock shall be \$1,000, divided into 1,000 shares of the par value of \$1.00 each.

The amount of capital stock with which the corporation will begin business shall be \$1,000, but the original stock is to sell for \$25.00 for each share, therefore the total derived from the 1,000 shares of stock will be \$25,000 of which sum \$1,000 shall be set up as capital stock, \$4,000 as surplus, and \$20,000 as undivided profits.

### ARTICLE V

#### Agent

The name and post office address of the registered agent designated by the incorporator is J. P. Kelly, 158 N. Main Street, Montevallo, Alabama.

### ARTICLE VI

#### Incorporators and Officers

(A) The names and post office addresses of the incorporator and the number of shares subscribed for by each are as follows:

<u>Name</u>	<u>Address</u>	<u>No. Shares</u>
Merchants & Planters Bankshares, Inc.	158 N. Main St. Montevallo, Alabama	1,000

(B) The names and Post Office addresses of the directors chosen for the first year of business of this bank are as follows:

<u>Name</u>	<u>Address</u>
James A. Kelly	158 N. Main St., Montevallo, Alabama

(C) The names, title and addresses of the officers chosen for the first year of business of said bank are as follows:

<u>Name</u>	<u>Title</u>	<u>Address</u>
James A. Kelly	President	158 N. Main Street Montevallo, Alabama
J. P. Kelly	Vice President, Secretary	158 N. Main Street Montevallo, Alabama

#### ARTICLE VII

##### Duration

The duration of the corporation shall be perpetual, unless otherwise legally terminated.

#### ARTICLE VIII

##### Powers

The corporation shall possess all of the powers necessary and incident to the conduction of the banking business and it is hereby vested with the necessary power to carry out the objects herein expressed in Article II hereof, and shall have all powers especially conferred upon this corporation by the laws of the State of Alabama, as well as those necessarily implied, together with the following additional powers:

(A) To engage in business as a natural person may, not inconsistent with the provisions of law pertaining to the organization and regulation of a banking corporation in the State of Alabama.

(B) To lend money and take security therefor, and to borrow money and give security therefor on any and all of the property of the corporation.

(C) To buy, sell, lease, acquire, own, use and occupy real estate and personal property in any locality, in a legal manner, that may be necessary or convenient for the conduction and maintenance of said banking business.

(D) To conduct for a reasonable time any business of each and every kind that might be necessary for it to conduct by virtue of such bank having taken over such business as a result of a foreclosure of any mortgage or collateral security that it might necessarily have taken over; provided, however, that said authority shall in no event continue or be exercised beyond such time as the Superintendent of Banks for the State of Alabama shall fix as the termination date for the reasonable exercise of the authority.

## ARTICLE XI

### Directors, Officers, and Meetings

The dates on which the stockholders' annual meeting shall be held, the number of directors and terms of office, and the terms of office of the officers, and the powers and duties of the officers shall be fixed by the by-laws of the corporation. Other officers than those named herein may be created by the by-laws and filled by the board of directors. The corporation shall have power to make by-laws for the regulation and government of the corporation, its agents, servants or officers, and for all other purposes not inconsistent with the constitution and laws of the State of Alabama.

In Witness Whereof, the undersigned incorporator has executed this certificate of incorporation by subscription of the names of its duly authorized officers, on this the \_\_\_\_ day of December, 1982.

\_\_\_\_\_  
James A. Kelly

\_\_\_\_\_  
J. P. Kelly

SUPERINTENDENT OF BANKS  
STATE OF ALABAMA  
MONTGOMERY, ALABAMA

CERTIFICATE OF APPROVAL OF BANK MERGER

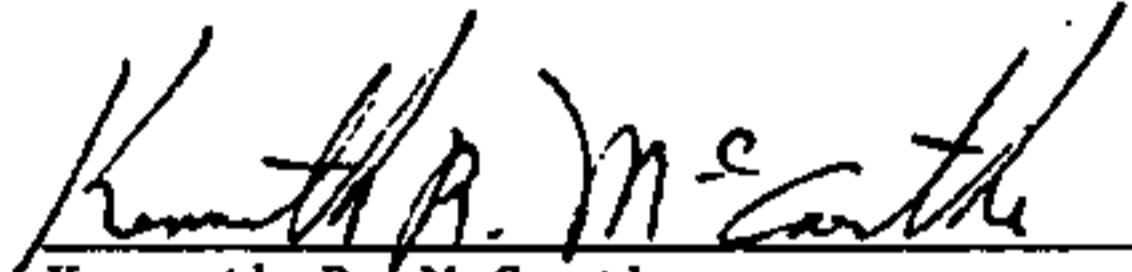
BOOK 24 PAGE 709

WHEREAS, satisfactory evidence has been presented to the Superintendent of Banks of the State of Alabama, including certificates of all proceedings showing that all requisite legal and corporate actions have been taken by Merchants & Planters Bank, located at Montevallo, Alabama, and M & P Bank, located at Montevallo, Alabama, in accordance with Sections 10-2A-140, 10-2A-142, and 10-2A-143, Code of Alabama 1975, and 5-7A-3 of the Alabama Banking Code to merge those two state banking institutions in accord with their Plan of Merger and Merger Agreement dated March 3, 1983; the continuing bank to operate under the name and Articles of Incorporation of Merchants & Planters Bank; with said merger to become effective upon the filing of this Certificate and the Plan of Merger and Merger Agreement with the Alabama Secretary of State;

NOW, THEREFORE, IT IS HEREBY FOUND that the merger would be for the best interest of the institutions affected and IT IS HEREBY CERTIFIED that the entire proceedings and the merger are approved in all respects on this the 7th day of April, 1983.

IN TESTIMONY WHEREOF, WITNESS my signature and official seal of office on this the 7th day of April, 1983.



  
Kenneth R. McCartha  
Superintendent of Banks  
State of Alabama

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Secretary of State  
State of Alabama

I hereby certify that this  
is a true and complete copy of  
the document filed in this office  
on July 19, 1983

Dated 7/26/83

Secretary of State  
Don Siegelman

A handwritten signature in cursive script, reading "Don Siegelman", written in dark ink.



# STATE OF ALABAMA

I, Don Siegelman, Secretary of State, of the State of Alabama, having custody of the Great and Principal Seal of said State, do hereby certify that duplicate originals of Articles of Merger merging M & P Bank into The Merchants & Planters Bank, both Alabama corporations

duly signed and verified pursuant to the provisions of Section 10-2A-143, Code of Alabama, 1975, have been received in this office and are found to conform to law. Accordingly the undersigned, as such Secretary of State, and by virtue of the authority vested in him by law, hereby issues this Certificate of Merger merging M & P Bank into The Merchants & Planters Bank

and attaches hereto a duplicate original of the Articles of Merger.

In Testimony Whereof, I have hereunto set my hand and affixed the Great Seal of the State, at the Capitol, in the City of Montgomery, on this day.

July 19, 1983

Date

*Don Siegelman*

Don Siegelman

Secretary of State

# State of Alabama

SHELBY

## County

### CERTIFICATE OF MERGER

OF

M & P BANK into THE MERCHANTS & PLANTERS BANK

The undersigned, as Judge of Probate of SHELBY County, State of Alabama, hereby certifies that duplicate originals of Articles of MERGER of M & P BANK into THE MERCHANTS & PLANTERS BANK, duly signed and verified pursuant to the provisions of Section 10-2A-140 of the Alabama Business Corporation Act, have been received in this office and are found to conform to law.

ACCORDINGLY the undersigned, as such Judge of Probate, and by virtue of the authority vested in him by law, hereby issues this Certificate of MERGER of M & P BANK into THE MERCHANTS & PLANTERS BANK, and attaches hereto a duplicate original of the Articles of MERGER.

GIVEN Under My Hand and Official Seal on this the 28th day of

JULY, 19 83.



STATE OF ALA. SHELBY CO.  
I CERTIFY THIS  
INSTRUMENT WAS FILED

1983 JUL 28 AM 10:48

*Thomas A. Sanderson, Jr.*  
JUDGE OF PROBATE

*Thomas A. Sanderson, Jr.*  
Judge of Probate