



1089

ARTICLES OF MERGER  
OF DOMESTIC CORPORATIONS  
THE COLONIAL BANK - SHELBY COUNTY  
INTO  
THE COLONIAL BANK-NORTHERN REGION

Pursuant to the provisions of Section 10-2A-143, Code of Alabama, the undersigned corporations adopt the following Articles of Merger for the purpose of merging them into one of such corporations:

FIRST: The Plan of Merger, the terms and provisions of which are contained in the attached Agreement of Merger was approved by the shareholder of each of the undersigned corporations in the manner prescribed by the Alabama Business Corporation Act and the Alabama Banking Code.

SECOND: As to each of the undersigned corporations, the number of shares outstanding, and the designation and number of outstanding shares of each class entitled to vote as a class on such Plan, are as follows:

Name of Corporation	Number of Shares Outstanding	Entitled to Vote as a Class Designation of Class	Number of Shares
The Colonial Bank - Shelby County	21,600	None	None
The Colonial Bank-Northern Region	21,750	None	None

THIRD: As to each of the undersigned corporations, the total number of shares voted for and against such Plan, respectively, and, as to each class entitled to vote thereon as a class, the number of shares of such class voted for and against such Plan, respectively, are as follows:

Name of Corporation	Number of Shares				
	Total Voted For	Total Voted Against	Entitled to Vote as a Class Class	Voted For	Voted Against
The Colonial Bank - Shelby County	20,000	0	None	None	None
The Colonial Bank - Northern Region	21,750	0	None	None	None

FOURTH: The Articles of Incorporation of The Colonial Bank - Shelby County are filed in Morgan County and the Articles of Incorporation of The Colonial Bank-Northern Region are filed in Lauderdale County.

DATED: April 28, 1988 THE COLONIAL BANK - SHELBY COUNTY

BY: W. P. Riley  
W. P. Riley  
President

and Allen L. Terry, II  
Allen L. Terry, II  
Cashier and Secretary



MILLER, HAMILTON, SNIDER & ODOM

ATTORNEYS & COUNSELLORS AT LAW  
POST OFFICE BOX 46  
MOBILE, ALABAMA 36601

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THE COLONIAL BANK-NORTHERN REGION

BY: *Larry R. Mathews*  
Larry R. Mathews  
President

(CORPORATE SEAL)

and *Gail Evans*  
Gail Evans  
Secretary

STATE OF ALABAMA )

COUNTY OF JEFFERSON )

I, the undersigned authority, a notary public, do hereby certify that on this 28<sup>th</sup> day of April, 1988, personally appeared before me W. P. RILEY, JR. and ALLEN L. TERRY, II, who being by me first duly sworn, declared that they are the President, and Cashier and Secretary of The Colonial Bank - Shelby County, that they signed the foregoing document as President, and Cashier and Secretary of the Corporation, and that the statements therein contained are true.

*Gail B. Autrey*  
Notary Public  
Alabama State at Large  
My Commission Expires: 4-24-91

STATE OF ALABAMA )

54 COUNTY OF JEFFERSON )

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I, the undersigned authority, a notary public, do hereby certify that on this 28<sup>th</sup> day of April, 1988, personally appeared before me LARRY R. MATHEWS and GAIL EVANS, who being by me first duly sworn, declared that they are the President and Secretary of The Colonial Bank - Northern Region, that they signed the foregoing document as President and Secretary of the Corporation, and that the statements therein contained are true.

*Gail B. Autrey*  
Notary Public  
Alabama State at Large  
My Commission Expires: 4-24-91

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AGREEMENT OF MERGER

between

THE COLONIAL BANK - SHELBY COUNTY

and

THE COLONIAL BANK - NORTHERN REGION

Dated as of April 5, 1988

AGREEMENT OF MERGER

dated as of

April 5, 1988

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AGREEMENT OF MERGER  
between  
THE COLONIAL BANK - SHELBY COUNTY  
and  
THE COLONIAL BANK - NORTHERN REGION

This Agreement of Merger is dated as of April 5, 1988, between The Colonial Bank - Shelby County, an Alabama banking corporation ("Shelby County Bank"), and The Colonial Bank - Northern Region ("Northern Region Bank"), an Alabama banking corporation, each of which is a wholly owned subsidiary of The Colonial BancGroup, Inc., a Delaware corporation ("BancGroup"), and provides for the merger ("Merger") of the Shelby County Bank with and into the Northern Region Bank.

WHEREAS, majorities of the boards of directors of the Shelby County Bank and the Northern Region Bank have approved this Agreement of Merger ("Agreement") and have authorized the execution hereof;

IT IS, THEREFORE, AGREED, as follows:

1. NAME. The name of the bank resulting from the Merger is to be "The Colonial Bank - Northern Region."

2. MERGER--TERMS AND CONDITIONS. The terms and conditions of the Merger are:

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(a) Applicable Law. On the Effective Date (as defined in Section 5(e) hereof), the Shelby County Bank shall be merged with and into the Northern Region Bank. The bank resulting from the Merger shall be The Colonial Bank - Northern Region (herein referred to as the "Resulting Bank" whenever reference is made to it as of the time of the Merger or thereafter). The Merger shall be undertaken pursuant to the provisions of and with the effect provided in the Alabama Banking Code and, to the extent not covered thereby, the Alabama Business Corporation Act. The offices and facilities of the Shelby County Bank and of the Northern Region Bank shall become the offices and facilities of the Resulting Bank. For the purposes of Ala. Code § 5-7A-45, Madison County, Alabama, shall be the location of the Resulting Bank.

(b) Corporate Existence. On the Effective Date, the corporate existence of the Shelby County Bank and of the Northern Region Bank shall, as provided in the Alabama Banking Code, be merged into and continued in the Resulting Bank, and the Resulting Bank shall be deemed to be the same corporation as the Shelby County Bank and the Northern Region Bank. All rights, franchises and interests of the Shelby County Bank and the Northern Region Bank, respectively, in and to every type of property (real, personal and mixed) and choses in action shall be transferred to and vested in the Resulting Bank by virtue of the Merger without any deed or other transfer. The Resulting Bank

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on the Effective Date, and without any order or other action on the part of any court or otherwise, shall hold and enjoy all rights of property, franchises and interests, including appointments, designations and nominations and all other rights and interests as trustee, executor, administrator, transfer agent and registrar of stocks and bonds, guardian of estates, assignee, and receiver and in every other fiduciary capacity and in every agency, and capacity, in the same manner and to the same extent as such rights, franchises and interests were held or enjoyed by the Shelby County Bank and the Northern Region Bank, respectively, on the Effective Date.

It is contemplated that the Shelby County Bank will be the successor by relocation to the Colonial Bank of Hartselle, Hartselle, Alabama. Therefore, the Shelby County Bank shall be in existence under the law of Alabama immediately before the consummation of this transaction.

(c) Liabilities. Except as may be otherwise provided for herein, the Resulting Bank on the Effective Date shall be liable for all liabilities of the Shelby County Bank and of the Northern Region Bank and all deposits, debts, liabilities, obligations and contracts of the Shelby County Bank and of the Northern Region Bank, respectively, matured and unmatured, whether accrued, absolute, contingent or otherwise, and whether or not reflected or reserved against on balance sheets, books of ac-

Account or records of the Shelby County Bank or of the Northern Region Bank, as the case may be, shall be those of the Resulting 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 Shelby County Bank or the Northern Region Bank shall be preserved unimpaired.

3. CONVERSION OF SHARES. The manner and basis of converting all of the shares of common stock of the Bank (the "Shelby County Bank Stock") held by BancGroup as sole shareholder of the Shelby County Bank into shares of Resulting Bank common stock ("Resulting Bank Stock") shall be as follows:

(a) Conversion of Shelby County Bank Stock. On the Effective Date, the shares of Shelby County Bank Stock outstanding and held by BancGroup shall be cancelled.

(b) Resulting Bank Stock. The shares of common stock of the Northern Region Bank issued and outstanding immediately before the Effective Date shall continue to be issued and outstanding shares of the Resulting Bank.

4. ARTICLES OF INCORPORATION AND BYLAWS. On the Effective Date, the articles of incorporation and bylaws of the Resulting Bank shall be the articles of incorporation and bylaws



of the Northern Region Bank as they existed immediately before the Effective Date.

5. ADDITIONAL TERMS OF MERGER.

(a) Resulting Bank's Officers and Board. The board of directors and the executive officers of the Resulting Bank on the Effective Date shall consist of those directors and officers of the Northern Region Bank.

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(b) Shareholder Approval. This Agreement shall be submitted to BancGroup, as the sole shareholder of the Shelby County Bank and of the Northern Region Bank, for its approval as promptly as practicable. Upon approval by BancGroup as the sole shareholder of the Shelby County Bank and of the Northern Region Bank as required by applicable law, this Agreement shall become effective as soon as practicable thereafter in the manner provided in section 5(e).

(c) Termination. This Agreement may be terminated at any time prior to the Effective Date whether before or after action thereon by the shareholder of the Shelby County Bank and the Northern Region Bank or by the mutual consent of the respective boards of directors of the Shelby County Bank, the Northern Region Bank, and BancGroup. In the event of termination pursuant to this subsection (c), the Shelby County Bank, the Northern

Region Bank, and BancGroup shall not be liable for damages for any breach of warranty or representation herein contained made in good faith.

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(d) Further Acts. If, at any time after the Effective Date, the Resulting Bank shall consider or be advised that any further assignments or assurances in law or any other acts are necessary or desirable (i) to vest, perfect, confirm or record, in the Resulting Bank, title to and possession of any property or right of the Shelby County Bank or the Northern Region Bank, acquired as a result of the Merger, or (ii) otherwise to carry out the purposes of this Agreement, the Shelby County Bank or the Northern Region Bank and their officers and directors shall execute and deliver all such proper deeds, assignments and assurances in law and do all acts necessary or proper to vest, perfect or confirm title to, and possession of, such property or rights in the Resulting Bank and otherwise to carry out the purposes of this Agreement; and the proper officers and directors of the Resulting Bank are fully authorized in the name of the Shelby County Bank or the Northern Region Bank, or otherwise, to take any and all such action.

(e) Effective Date. Subject to the terms of all requirements of law and the conditions specified in this Agreement, including receipt of the approval of the Superintendent of Banks of the State of Alabama, the Merger shall become effective on

the date specified in the Certificate of Merger to be issued by the Secretary of State of the State of Alabama (such time being herein called the "Effective Date").

IN WITNESS WHEREOF, the Shelby County Bank and the Northern Region Bank have caused this Agreement to be executed by their duly authorized officers and their corporate seals to be hereunto affixed.

ATTEST:

THE COLONIAL BANK-SHELBY COUNTY

By: Allen L. Terry  
Its: Cashier & Secretary

By: W. P. Dyer  
Its: President and CEO

(CORPORATE SEAL)

ATTEST:

THE COLONIAL BANK - NORTHERN  
REGION

By: Dail Evans  
Its: Corporate Secretary

By: Loy R. Hester  
Its: President and CEO

(CORPORATE SEAL)

SUPERINTENDENT OF BANKS  
STATE OF ALABAMA  
MONTGOMERY, ALABAMA

CERTIFICATE OF APPROVAL OF BANK MERGER

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 The Colonial Bank - Shelby County, located at Birmingham, Shelby County, Alabama, and The Colonial Bank - Northern Region, located at Huntsville, Alabama in accordance with Sections 10-2A-140, 10-2A-142, 10-2A-143, and 5-7A-3, Code of Alabama 1975, to merge in accord with their Plan of Merger and Merger Agreement dated April 5, 1988, the surviving corporation to operate under the Articles of Incorporation and title of The Colonial Bank - Northern Region; said merger to become effective upon the filing of this Certificate and the Articles of Merger with the Secretary of State of Alabama;

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 of the merger are approved in all respects on the 18th day of May, 1988.

IN TESTIMONY WHEREOF, WITNESS my signature and the official seal of office on this 18th day of May, 1988.



*Zack Thompson*

Zack Thompson  
Superintendent of Banks  
State of Alabama



# STATE OF ALABAMA

I, Glen Browder, 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 The Colonial Bank - Shelby County  
merged into The Colonial Bank - Northern Region, both Alabama banking corporations.

BOOK 037 PAGE 65 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

The Colonial Bank - Shelby County merged into The Colonial Bank - Northern Region

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.

September 6, 1988

Date

*Glen Browder*  
Glen Browder

(p) Secretary of State

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 September 6, 1988.

Dated 9-6-88

*Glen Browder*

Glen Browder *GB*  
Secretary of State

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STATE OF ALA. SHALL  
I CERTIFY THIS  
INSTRUMENT WAS FILED.

88 SEP 15 AM 10:20

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

*Rec 25.00*  
*Ind 1.00*  
*26.00*