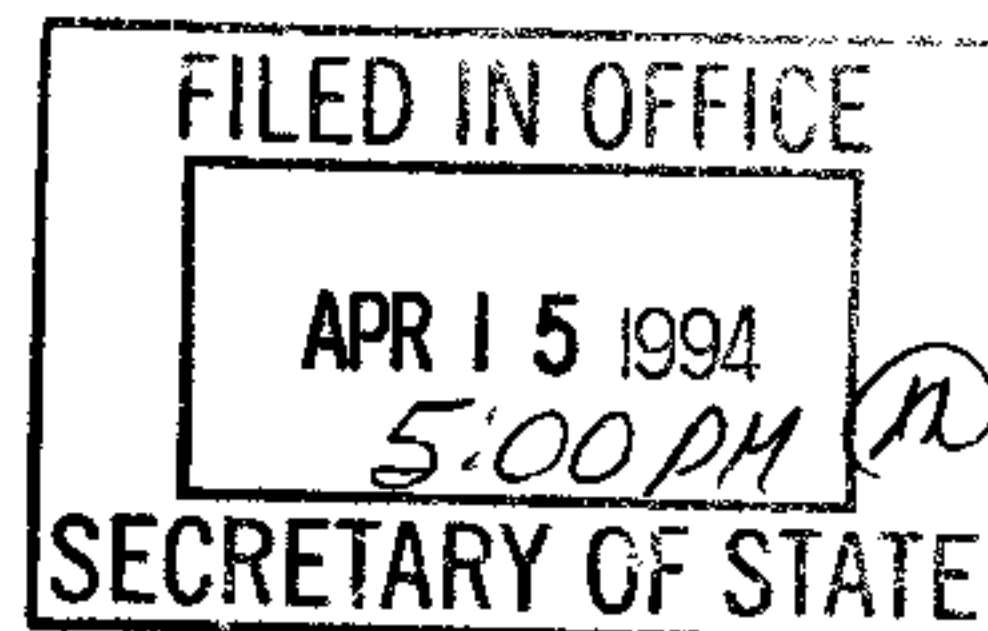




**ARTICLES OF MERGER
of
FIRST AMERICAN BANK OF PELHAM,
an Alabama corporation,
with and into
NATIONAL BANK OF COMMERCE OF BIRMINGHAM,
a national banking association**

Pursuant to the provisions of § 10-2A-146, Code of Alabama 1975, as amended, the undersigned Alabama corporation, First American Bank of Pelham, and the undersigned national banking association, National Bank of Commerce of Birmingham, adopt the following Articles of Merger for the purpose of merging First American Bank of Pelham with and into National Bank of Commerce of Birmingham (the "Merger").

FIRST: The plan of merger for the Merger is set forth in a Plan of Merger and Agreement to Merge dated February 28, 1994 (the "Merger Agreement"), a copy of which is attached hereto as Exhibit A and made a part hereof. The Merger Agreement was duly adopted and approved by the Board of Directors of each of the entities parties to the Merger and thereafter approved by the shareholders of each such entity, as required by the Alabama Business Corporation Act, § 5-7A-40, Code of Alabama 1975, as amended, and 12 U.S.C. § 215a.

SECOND: First American Bank of Pelham has only one class of shares outstanding, its common stock, \$7.50 par value per share, of which 70,000 shares are issued and outstanding. All of said shares are entitled to vote on the Merger.

THIRD: National Bank of Commerce of Birmingham has only one class of shares outstanding, its common stock, \$2.50 par value per share, of which 679,825 shares are issued and outstanding. All of said shares are entitled to vote on the Merger.

FOURTH: The total number of shares of First American Bank of Pelham that were voted for the Merger and the Merger Agreement is 70,000, and no shares were voted against the Merger and the Merger Agreement.

FIFTH: The total number of shares of National Bank of Commerce of Birmingham that were voted for the Merger and the Merger Agreement is 619,600, and no shares were voted against the Merger and the Merger Agreement.

SIXTH: The articles of incorporation of First American Bank of Pelham are filed in Shelby County, Alabama.

These Articles of Merger are executed and filed for precautionary purposes only and to provide information as to the Merger in the office of the Secretary of State of Alabama and in the office of the Judge of Probate of Shelby County, Alabama, and the execution

156341/3-678

Maynard Cooper & Gale P C
1901 Sixth Avenue North
2400 AmSouth/Harbert Plaza
Birmingham AL 35203-2602

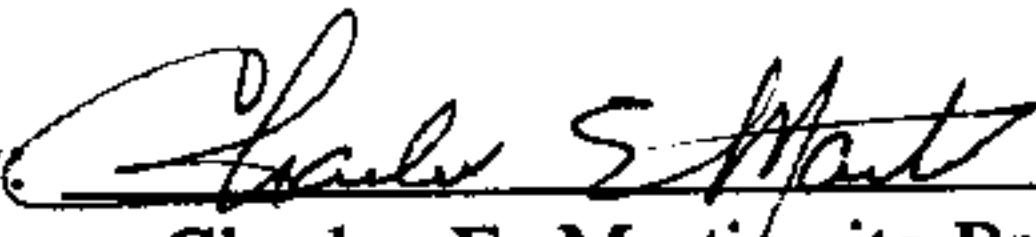
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SHELBY COUNTY JUDGE OF PROBATE
020 MCD 30.00

Inst # 1994-12804

and filing of these Articles of Merger do not constitute an admission or acknowledgment that such execution and filing are required by Alabama or federal law.

Dated as of April 15, 1994.

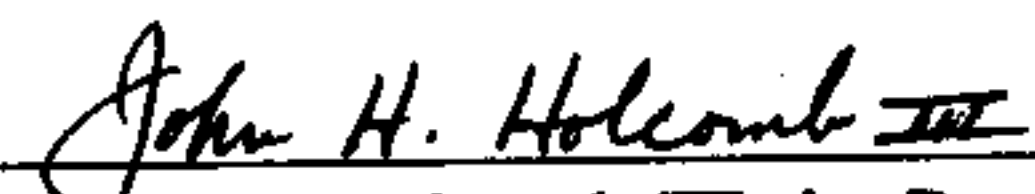
FIRST AMERICAN BANK OF PELHAM

By: 
Charles E. Martin, its President

and:

By: 
Cynthia B. Keller, its Secretary

**NATIONAL BANK OF COMMERCE
OF BIRMINGHAM**

By: 
John H. Holcomb III, its President

and:

By: 
Kimberly Moore, its Secretary

STATE OF ALABAMA)

COUNTY OF JEFFERSON)

Personally appeared before me, the undersigned authority, a Notary Public in and for said County in said State, Charles E. Martin, who, being by me first duly sworn, deposes and says that he is the President of First American Bank of Pelham and that all of the statements contained in the foregoing Articles of Merger are true and correct, to the best of his knowledge, information and belief.



Charles E. Martin, President of
First American Bank of Pelham

Sworn to and subscribed
before me this 14th day of
April, 1994.



Notary Public

My Commission Expires: 7/27/95

[AFFIX NOTARIAL SEAL]

STATE OF ALABAMA)

COUNTY OF JEFFERSON)

Personally appeared before me, the undersigned authority, a Notary Public in and for said County in said State, John H. Holcomb III, who, being by me first duly sworn, deposes and says that he is the President of National Bank of Commerce of Birmingham and that all of the statements contained in the foregoing Articles of Merger are true and correct, to the best of his knowledge, information and belief.

John H. Holcomb III
John H. Holcomb III, President of
National Bank of Commerce of Birmingham

Sworn to and subscribed
before me this 14th day of
April, 1994.

Brenda B. Acton
Notary Public

My Commission Expires: 7/25/95

[AFFIX NOTARIAL SEAL]

This instrument was prepared by:

George F. Maynard
Maynard, Cooper & Gale, P.C.
1901 Sixth Avenue North
2400 AmSouth/Harbert Plaza
Birmingham, Alabama 35203-2602
(205) 254-1044

EXHIBIT A

[EXECUTION COPY]

**PLAN OF MERGER AND
AGREEMENT TO MERGE**

dated February 28, 1994

entered into by

NATIONAL BANK OF COMMERCE OF BIRMINGHAM

and

FIRST AMERICAN BANK OF PELHAM,

joined in by

NATIONAL COMMERCE CORPORATION

and

FIRST AMERICAN BANCSHARES, INC.

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PLAN OF MERGER AND AGREEMENT TO MERGE

THIS PLAN OF MERGER AND AGREEMENT TO MERGE, dated February 28, 1994 ("this Agreement") is entered into by **NATIONAL BANK OF COMMERCE OF BIRMINGHAM**, a national banking association ("NBC"), and **FIRST AMERICAN BANK OF PELHAM**, an Alabama banking corporation ("FA Bank"), and is joined in by First American Bancshares, Inc., an Alabama corporation ("FA Bancshares"), and by National Commerce Corporation, a Delaware corporation ("NCC").

Recitals

A. NBC is a national banking association with its principal office in the City of Birmingham, Jefferson County, Alabama. More than two-thirds of the outstanding capital stock of NBC is owned by NCC.

B. FA Bank is an Alabama banking corporation with its principal office in the City of Pelham, Shelby County, Alabama. All the outstanding capital stock of FA Bank (the "FA Bank Stock") is owned by FA Bancshares.

C. FA Bancshares, FA Bank and NBC have entered into a Stock Purchase Agreement dated December 14, 1993 (the "Stock Purchase Agreement"), whereunder FA Bancshares has agreed to sell to NBC, and NBC has agreed to purchase from FA Bancshares, the FA Bank Stock, on the terms set out in the Stock Purchase Agreement. The parties hereto have agreed to enter into this Agreement and to take all action necessary to carry out the merger provided for herein, so that immediately following the purchase by NBC from FA Bancshares of the FA Bank Stock pursuant to the Stock Purchase Agreement, FA Bank shall be merged with and into NBC, on the terms provided in this Agreement.

D. As of September 30, 1993, NBC had authorized capital stock of \$2,000,000 divided into 800,000 shares of common stock, each of \$2.50 par value (of which 679,825 shares were then and are now issued and outstanding), surplus of \$20,973,000 and undivided profits of \$8,606,000. As of September 30, 1993, FA Bank had authorized capital stock of \$750,000 divided into 100,000 shares of common stock, each of \$7.50 par value (of which 70,000 shares were then and are now issued and outstanding), surplus of \$717,000 and undivided profits of \$60,000.

E. A majority of the entire Board of Directors of NBC and a majority of the entire Board of Directors of FA Bank have, respectively, approved and made this Agreement and authorized its execution pursuant to the authority given by and in accordance with the provisions of 12 U.S.C. §§ 215a and 215c and § 5-7A-40, Code of Alabama 1975, as amended.

Agreement

NOW, THEREFORE, in consideration of the foregoing recitals and of the mutual agreements herein contained, FA Bank and NBC hereby agree as follows:

SECTION 1. The Merger. FA Bank shall be merged into NBC under the charter of NBC as the same exists immediately prior to the time the Merger becomes effective (the "Effective Time") pursuant to the provisions of, and with the effect provided in, 12 U.S.C. § 215a and §§ 5-7A-40 through 5-7A-46, Code of Alabama 1975, as amended (the "Merger"). NBC will be the "receiving association" as that term is used in 12 U.S.C. § 215a and is herein called the "Continuing Bank" whenever reference is made to NBC as of the Effective Time or thereafter. The business of the Continuing Bank shall be that of a national banking association, and such business shall be conducted by the Continuing Bank at its main office, which shall be located at the existing main office of NBC, and at its legally established branches (including the offices of FA Bank that become branch offices of the Continuing Bank under Section 2 below).

SECTION 2. Name, Articles, Bylaws and Offices. On and after the Effective Time, the name of the Continuing Bank shall be "National Bank of Commerce of Birmingham." The Articles of Association of the Continuing Bank shall be as set forth in Exhibit A attached hereto, and the bylaws of NBC in effect immediately prior to the Effective Time shall be the bylaws of the Continuing Bank, in each case until altered, amended or repealed in accordance with applicable law. The main office of NBC shall continue as the main office of the Continuing Bank; all branch offices of NBC shall continue as branch offices of the Continuing Bank; and the main office of FA Bank and all branch offices of FA Bank (including FA Bank's Chelsea Branch, if not closed prior to the Effective Time) shall become branch offices of the Continuing Bank.

SECTION 3. Effect of Merger. At the Effective Time the corporate existence of NBC and FA Bank shall, as provided in 12 U.S.C. 215a and § 5-7A-43, Code of Alabama 1975, as amended, be merged into and continued in the Continuing Bank; and the Continuing Bank shall be deemed to be the same corporation as NBC and FA Bank. All rights, franchises and interests of NBC and FA 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 Continuing Bank by virtue of the Merger without any deed or other transfer. The Continuing Bank, upon the Merger 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, registrar of stocks and bonds, guardian of estates, assignee, receiver and committee of estates of lunatics, and in every other fiduciary capacity, in the same manner and to the same extent as such rights, franchises and interests are held or enjoyed by NBC and FA Bank, respectively, at the Effective Time.

SECTION 4. Liabilities. On and after the Effective Time, the Continuing Bank shall be liable for all liabilities of NBC and of FA Bank existing immediately before the Effective Time; and all deposits, debts, liabilities, obligations and contracts of NBC and of FA 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 NBC or FA 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 NBC or FA Bank shall be preserved unimpaired.

SECTION 5. Directors and Officers. From and after the Effective Time the directors of the Continuing Bank shall be the persons who were members of the Board of Directors of NBC immediately prior to the Effective Time. The officers of the Continuing Bank shall be the persons who were officers of NBC immediately prior to the Effective Time and such additional persons as may be elected to office in accordance with the bylaws of the Continuing Bank. At the Effective Time all directors and officers of FA Bank who are not also directors or officers of NBC shall cease to be directors and officers of the Continuing Bank.

SECTION 6. Further Actions. From time to time after the Effective Time, as and when requested by the Continuing Bank, the officers and directors of FA Bank last in office as officers and directors of FA Bank shall execute and deliver or cause to be executed and delivered in the name of FA Bank such deeds and other instruments and shall take or cause to be taken such further or other actions as shall be necessary in order to vest or perfect in or to confirm of record or otherwise to the Continuing Bank title to, and possession of, all the property, interests, assets, rights, privileges, immunities, powers, franchises and authority of FA Bank and otherwise to carry out the purposes of this Agreement; provided, that the Continuing Bank shall, to the extent allowed by law, indemnify any such officer or director who was or is a party or is threatened to be made a party to any threatened, pending or contemplated action, suit or proceeding by reason of the fact that he or she executed or delivered such instrument or took such action at the request of the Continuing Bank.

SECTION 7. Capital and Surplus. At the Effective Time the authorized capital stock, outstanding capital stock, surplus and undivided profits of the Continuing Bank shall be the same as the authorized capital stock, outstanding capital stock, surplus and undivided profits of NBC immediately prior to the Effective Time, after giving effect to the acquisition by NBC of the FA Bank Stock.

SECTION 8. Stock After Merger. Upon, and by reason of, the effectuation of the Merger:

(a) The holders of the stock of NBC immediately prior to the Effective Time shall be the owners and holders of all the outstanding stock of the Continuing Bank.

(b) The certificates evidencing the shares of stock of NBC outstanding at the Effective Time shall continue to be outstanding and to represent all the outstanding shares of stock of NBC. The certificates evidencing the shares of stock of FA Bank outstanding at the Effective Time shall be surrendered and cancelled. No stock, cash or other consideration shall be issued

to the holders of the stock of FA Bank immediately prior to the Effective Time (the sole holder of which stock will then be NBC).

SECTION 9. Shareholder and Other Approvals.

(a) This Agreement shall be submitted to the shareholders of each of NBC and FA Bank for ratification and confirmation. FA Bancshares, being the holder of all the FA Bank Stock, and NCC and each of the directors of NBC, hereby agree to vote for the Merger, and each of them hereby waives all rights that such shareholder may now or at any time hereafter have to dissent from the Merger or to receive in cash the value of the shares held by such shareholder, under the provisions of 12 U.S.C. 215a, § 5-7A-44, Code of Alabama 1975, as amended, or otherwise.

(b) FA Bank and NBC shall proceed expeditiously and cooperate fully in the procurement of any 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, including, but not limited to, the preparation and submission to the Comptroller of the Currency of the United States of an application for approval of the Merger.

SECTION 10. Representations and Warranties.

(a) In order to induce NBC and NCC to enter into this Agreement and to consummate the Merger and the other transactions provided for herein, FA Bank represents and warrants to NBC and NCC that all the representations and warranties as to FA Bank and the FA Bank Stock set out in the Stock Purchase Agreement are true and correct on the date of this Agreement and shall be true and correct at the Effective Time.

(b) In order to induce FA Bank and FA Bancshares to enter into this Agreement and to consummate the Merger and the other transactions provided for herein, NBC represents and warrants to FA Bank and FA Bancshares that all the representations and warranties as to NBC set out in the Stock Purchase Agreement are true and correct on the date of this Agreement and shall be true and correct at the Effective Time.

SECTION 11. Conditions Precedent. Effectuation of the Merger is conditioned upon:

(a) ratification and confirmation of this Agreement by the shareholders of NBC and of FA Bank as required by law;

(b) procurement of the consent of the Comptroller of the Currency of the United States and all other consents and approvals and satisfaction of all other requirements prescribed by law or by the provisions of this Agreement that are necessary for consummation of the Merger; and

(c) purchase by NBC from FA Bancshares of the FA Bank Stock in accordance with the terms of the Stock Purchase Agreement.

If the Stock Purchase Agreement is terminated (otherwise than by consummation in accordance with the terms thereof of the purchase by NBC of all the FA Bank Stock), this Agreement shall automatically terminate as of the effective time of termination of the Stock Purchase Agreement. Upon such termination, 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 NBC or FA Bank or the directors, officers, employees, agents or shareholders of either of them. In the event of any such termination each party to this Agreement shall bear its own expenses incurred in connection with this Agreement.

SECTION 12. Actions by FA Bank Prior to Merger. FA Bank covenants and agrees that it will, at all times prior to the Effective Time, comply fully and faithfully with all the covenants and agreements contained in Article 4 of the Stock Purchase Agreement.

SECTION 13. Effective Time. Subject to the terms and upon the satisfaction of all requirements of law and the conditions specified in this Agreement, including, among other conditions, receipt of the approval of the Merger by the Comptroller of the Currency and purchase by NBC of all the FA Bank Stock, the Merger shall become effective on the date and at the time specified in the approval of the Comptroller of the Currency, or at such later time as may be agreed upon by NBC and FA Bank, and upon compliance with all other requirements of law.

SECTION 14. Date of Agreement. The date of this Agreement is intended for the convenient identification of this Agreement and not as an indication that this Agreement was executed and delivered on that date.

SECTION 15. Joinder of FA Bancshares and NCC. FA Bancshares and NCC join in the execution of this Agreement to evidence their agreement to the provisions of Sections 9(a) and 10 above.

SECTION 16. Successors and Assigns. The provisions of this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

IN WITNESS WHEREOF, each of NBC, FA Bank, FA Bancshares and NCC has caused this Agreement to be executed by its duly authorized officers and its corporate seal to be hereunto affixed, and directors constituting a majority of the Boards of Directors of NBC and

FA Bank, respectively, have hereunto subscribed their names, in identical counterparts, each of which shall constitute an original.

NATIONAL BANK OF COMMERCE
OF BIRMINGHAM

(SEAL)

By: John H. Holcomb
Its President

ATTEST:

Kimberly Moore
Its Corporate Secretary

W. Rufus Page

John H. Holcomb

Walter Nichols

Walter V. Monroe

John J. Johnson

Temple W. Tuttle

William B. Cashion
[Signature]

T. Mon Harkness

J. M. Evans

W. H. Jones

Robert E. Carson

Lucian B. Bloodworth

A MAJORITY OF THE DIRECTORS OF
NATIONAL BANK OF COMMERCE OF BIRMINGHAM

NATIONAL COMMERCE CORPORATION

By: J. R. M. & G. W. Lane
Its President

(SEAL)

ATTEST:

Jan E. M. Hardt
Its Assistant Secretary

FIRST AMERICAN BANK OF PELHAM

(SEAL)

By Charles E. Mott

Its President

ATTEST:

James R. Jewin
Its Secretary

Charles E. Mott

W. A. Roberts

Franklin

G. L. Shurtz

Harvey L. Coker

A MAJORITY OF THE DIRECTORS OF
FIRST AMERICAN BANK OF PELHAM

FIRST AMERICAN BANCSHARES, INC.

(SEAL)

By Charles E. Mott

Its President

ATTEST:

James R. Jewin
Its Secretary

STATE OF ALABAMA)

JEFFERSON COUNTY)

I, the undersigned authority, a Notary Public in and for said County in said State, hereby certify that

G. Ruffner Page, Jr.	William B. Cashion
John H. Holcomb, III	John D. Johns
Victor E. Nichol, Jr.	T. Morris Hackney
Hugh J. Morgan, Jr.	James R. McWane
Temple W. Tutwiler, III	C. Phillip McWane
Lucian F. Bloodworth	Albert L. Cason
John J. McMahon, Jr.	

, whose names as directors of National Bank of Commerce of Birmingham, a national banking association, are signed to the foregoing agreement and who are known to me, acknowledged before me on this day that, being informed of the contents of said agreement, they, as such directors, and with full authority, executed the same voluntarily for and as the act of said national banking association.

Given under my hand and official seal this 2ND day of ^{MARCH}~~February~~, 1994.

Ella Sue Thomas
Notary Public

[AFFIX NOTARIAL SEAL]

My Commission Expires: 8/9/96

STATE OF ALABAMA)

JEFFERSON COUNTY)

I, the undersigned authority, a Notary Public in and for said County in said State, hereby certify that John H. Holcomb, III, whose name as President and Chief Executive Officer, and Kimberly Moore, whose name as Corporate Secretary, respectively, of National Bank of Commerce of Birmingham, a national banking association, are signed to the foregoing agreement and who are known to me, acknowledged before me on this day that, being informed of the contents of said agreement, they, as such officers, and with full authority, executed the same voluntarily for and as the act of said national banking association.

Given under my hand and official seal this 2ND day of March, 1994.

Ella Sue Thomas
Notary Public

[AFFIX NOTARIAL SEAL]

My Commission Expires: 8/9/96

STATE OF ALABAMA)

JEFFERSON COUNTY)

I, the undersigned authority, a Notary Public in and for said County in said State, hereby certify that James R. McWane, whose name as President, and Jan J. Ehrhardt, whose name as Assistant Secretary, respectively, of National Commerce Corporation, a Delaware corporation, are signed to the foregoing agreement and who are known to me, acknowledged before me on this day that, being informed of the contents of said agreement, they, as such officers, and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand and official seal this 2ND day of ~~February~~ ^{MARCH}, 1994.

Ella Sue Thomas
Notary Public

[AFFIX NOTARIAL SEAL]

My Commission Expires: 8/9/96

STATE OF ALABAMA)

SHELBY COUNTY)

I, the undersigned authority, a Notary Public in and for said County in said State, hereby certify that Charles E. Martin, whose name as President, and Joanne R. Irwin, whose name as Secretary, respectively, of First American Bank of Pelham, an Alabama-banking corporation, are signed to the foregoing agreement and who are known to me, acknowledged before me on this day that, being informed of the contents of said agreement, they, as such officers, and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand and official seal this 28 day of February, 1994.



Notary Public

[AFFIX NOTARIAL SEAL]

My Commission Expires: MY COMMISSION EXPIRES MARCH 8, 1996

STATE OF ALABAMA)

SHELBY COUNTY)

I, the undersigned authority, a Notary Public in and for said County in said State, hereby certify that Charles E. Martin, Ronald W. Currin, Harvery G. Coker, M.D., V. O. Roberts and Brian L. Skelton

, whose names as directors of First American Bank of Pelham, an Alabama banking corporation, are signed to the foregoing agreement and who are known to me, acknowledged before me on this day that, being informed of the contents of said agreement, they, as such directors, and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand and official seal this 28 day of February, 1994.



Notary Public

[AFFIX NOTARIAL SEAL]

My Commission Expires: _____ MY COMMISSION EXPIRES MARCH 8, 1996

STATE OF ALABAMA)

SHELBY COUNTY)

I, the undersigned authority, a Notary Public in and for said County in said State, hereby certify that Charles E. Martin, whose name as President, and Joanne R. Irwin, whose name as Secretary, respectively, of First American Bancshares, Inc., an Alabama corporation, are signed to the foregoing agreement and who are known to me, acknowledged before me on this day that, being informed of the contents of said agreement, they, as such officers, and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand and official seal this 28 day of February, 1994.



Notary Public

[AFFIX NOTARIAL SEAL]

My Commission Expires: MY COMMISSION EXPIRES MARCH 8, 1996

EXHIBIT A

ARTICLES OF ASSOCIATION

OF

NATIONAL BANK OF COMMERCE OF BIRMINGHAM

First. The title of this Association shall be "National Bank of Commerce of Birmingham."

Second. The Main Office of the Association shall be in the City of Birmingham, Jefferson County, Alabama. The general business of this Association shall be conducted at its main office and its branches.

Third. The Board of Directors of this Association shall consist of not less than five nor more than twenty-five shareholders, the exact number to be fixed and determined from time to time by resolution of a majority of the full Board of Directors or by resolution of the shareholders at any annual or special meeting thereof. Each director, during the full term of his directorship, shall own a minimum of \$1,000 par value of stock of this Association. A majority of the Board of Directors shall be necessary to constitute a quorum for the transaction of business at any Directors' meeting. The Board of Directors, by the vote of a majority of the full board, may, between annual meetings of shareholders, increase the membership of the board by not more than two members and by like vote appoint qualified persons to fill the vacancies created thereby. Any vacancy in the Board of Directors, including any vacancy resulting from an increase in the number thereof, may be filled by action of the Board of Directors.

Fourth. The regular annual meeting of the shareholders of this Association, the purpose of which shall be the election of directors and the transaction of whatever other business may be brought before said meeting, shall be held at the main banking house of this Association, or other convenient place duly authorized by the Board of Directors, on such day of each year as is specified therefor in the By-laws.

Fifth. The authorized amount of capital stock of this Association shall be \$2,000,000.00, divided into 800,000 shares of common stock of the par value of \$2.50 each; but said capital stock may be increased or decreased from time to time, in accordance with the provisions of the laws of the United States.

No holder of shares of the capital stock of any class of this Association shall have any pre-emptive or preferential right of subscription to any shares of any class of stock of this Association, whether now or hereafter authorized, or to any obligations convertible into stock of this Association, issued or sold, nor any right to subscription to any thereof other than such,

if any, as the Board of Directors, in its discretion, may from time to time determine and at such price as the Board of Directors may from time to time fix.

Sixth. The Board of Directors shall appoint one of its members President of this Association, who shall be Chairperson of the Board, unless the Board appoints another director to be the Chairperson. The Board of Directors shall have the power to appoint one or more Vice Presidents; and to appoint a Cashier and such other officers and employees as may be required to transact the business of this Association.

The Board of Directors shall have the power to define the duties of the officers and employees of this Association; to fix the salaries to be paid to them; to dismiss them; to require bonds from them and to fix the penalty thereof; to regulate the manner in which any increase of the capital of this Association shall be made; to manage and administer the business and affairs of this Association; to make all by-laws that it may be lawful for them to make; and generally to do and perform all acts that it may be legal for a Board of Directors to do and perform.

The Board of Directors shall have the power to change the location of the main office of this Association to any other place within the limits of the City of Birmingham, Alabama, without the approval of the shareholders of this Association but subject to the approval of the Comptroller of the Currency; and shall have the power to establish or change the location of any branch or branches of this Association to any other location, without the approval of the shareholders of this Association but subject to the approval of the Comptroller of the Currency.

Seventh. This Association shall indemnify any person (including the heirs, executors and administrators of such person) who was or is a party or is threatened to be made a party to any threatened, pending or completed claim, action, suit or proceeding, whether civil, criminal, administrative or investigative, including appeals, by reason of the fact that such person is or was a director, officer, employee or agent of this Association, or is or was serving at the request of this Association as a director, officer, partner, employee or agent of another association, corporation, partnership, joint venture, trust or other enterprise, against expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by such person in connection with such claim, action, suit or proceeding if such person acted in good faith in a manner such person reasonably believed to be in or not opposed to the best interests of this Association, and, with respect to any criminal action or proceeding, had no reasonable cause to believe that his or her conduct was unlawful. The termination of any claim, action, suit or proceeding by judgment, order, settlement, conviction, or upon a plea of *nolo contendere* or its equivalent, shall not, of itself, create a presumption that such person did not act in good faith and in a manner which such person reasonably believed to be in or not opposed to the best interests of this Association, and with respect to any criminal action or proceeding, had reasonable cause to believe that his conduct was unlawful; provided, however, that (a) no person shall be so indemnified or reimbursed in relation to any matter in any such action, suit or proceeding as to which such person shall finally be adjudged to have been guilty of, or liable for, gross negligence, willful misconduct or criminal acts in the performance of such person's

duties to this Association; (b) no person be so indemnified or reimbursed in relation to any matter in such action, suit, or proceeding that has been made the subject of a compromise settlement except with the approval of a court of competent jurisdiction, or the holders of record of a majority of the outstanding shares of this Association, or its Board of Directors, acting by vote of directors not parties to the same or substantially the same action, suit or proceedings, constituting a majority of the whole number of directors; and (c) no person shall be so indemnified for, or reimbursed with respect to, any expenses, penalties or other payments incurred in an administrative proceeding or action instituted by an appropriate bank regulatory agency which proceeding or action results in a final order assessing civil money penalties or requiring affirmative action by an individual or individuals in the form of payments to this Association.

To the extent that a director, officer, employee or agent of the Association has been successful on the merits or otherwise in defense of any such action, suit or proceeding, or in defense of any claim, issue or matter therein, such person shall be indemnified against expenses (including attorneys' fees) actually and reasonably incurred by such person in connection therewith, notwithstanding that such person has not been successful on any other claim, issue or matter in any such action, suit or proceeding.

Any indemnification under this Article (unless ordered by a court) shall be made by this Association only as authorized in the specific case upon a determination that indemnification of the director, officer, employee or agent is proper in the circumstances because such person met the applicable standard of conduct set forth above. Such determination shall be made (a) by the Board of Directors by a majority vote of a quorum consisting of directors who are not parties to, or who have been wholly successful on the merits or otherwise with respect to such claim, action, suit or proceeding, or (b) if such a quorum is not obtainable, or, even if obtainable the quorum of disinterested directors so directs, by independent legal counsel in a written opinion, or (c) by the shareholders.

Expenses (including attorneys' fees) incurred in defending a civil or criminal claim, action, suit or proceeding may be paid by this Association in advance of the final disposition of such claim, action, suit or proceeding as authorized in the manner provided in the next preceding paragraph of this Article in the specific case upon receipt of an undertaking by or on behalf of the director, officer, employee or agent to repay such amount unless it shall ultimately be determined that such person is entitled to be indemnified by the Association as authorized in this Article, subject, however, to the following conditions:

(a) All advances for expenses made under the authority of this paragraph shall be subject to reimbursement if a final order is entered in an action assessing civil money penalties or requiring payments to this Association;

(b) Before any advances for expenses are made under the authority of this paragraph, the Board of Directors of this Association, in good faith, must determine in writing that all the following conditions are met:

(i) the officer, director, employee or agent has a substantial likelihood of prevailing on the merits in the action, suit or proceeding;

(ii) if the officer, director, employee or agent does not prevail, he or she will have the financial capability to reimburse this Association; and

(iii) payment of expenses by this Association will not adversely affect the safety and soundness of this Association.

(c) If at any time the Board of Directors of this Association believes, or should reasonably believe, that any of the conditions set out in clauses (i), (ii) or (iii) above are no longer met, this Association shall cease paying such expenses of premiums; and the Board of Directors shall enter into a written agreement with the director, officer, employee or agent specifying the conditions under which he or she will be required to reimburse this Association. Such agreement must require reimbursement for expenses already paid, if and to the extent the Board of Directors finds that the director, officer, employee or agent wilfully misrepresented factors relevant to the Board of Directors' determination of conditions (i) or (ii) above, or if a final decision assessing penalties or requiring payments is returned.

The indemnification provided by this Article shall not be deemed exclusive of and shall be in addition to any other rights to which those seeking indemnification may be entitled under any statute, rule of law, provision of articles of association, by-law, agreement, vote of stockholders or disinterested directors or otherwise, both as to action in an official capacity and as to action in another capacity while holding such office, and shall continue as to a person who has ceased to be a director, officer, employee or agent and shall inure to the benefit of the heirs, executors and administrators of such person.

For purposes of this Article, references to "this Association" include all constituent associations absorbed in a consolidation or merger as well as the resulting or surviving association, so that any person who is or was a director, officer, employee or agent of such a constituent association or is or was serving at the request of such constituent association as a director, officer, partner, employee or agent of another association, corporation, partnership, joint venture, trust or other enterprise shall stand in the same position under the provisions of this Article with respect to the resulting or surviving association as such person would if such person had served the resulting or surviving association in the same capacity.

Upon the affirmative vote of the majority of its Board of Directors, this Association may purchase and maintain insurance on behalf of any person who is or was a director, officer, employee or agent of this Association, or who is or was serving at the request of this Association, as a director, officer, partner, employee or agent of another association, corporation, partnership, joint venture, trust or other enterprise against any liability asserted against such person and incurred by such person in any such capacity, or arising out of such person's status as such, to the extent that this Association would have the power to indemnify

such person against such liability under the provisions of this Article; provided, however, that such insurance coverage shall explicitly exclude coverage for a formal order assessing civil money penalties against any director or employee of this Association.

Eighth. The corporate existence of this Association shall continue until terminated in accordance with the laws of the United States.

Ninth. The Board of Directors of this Association, or any one or more shareholders owning, in the aggregate, not less than twenty-five percent (25%) of the stock of this Association, may call a special meeting of shareholders at any time. Unless otherwise provided by the laws of the United States, a notice of the time, place and purpose of every regular annual and every special meeting of the shareholders shall be given by first-class mail, postage prepaid, mailed at least ten days prior to the date of such meeting to each shareholder of record at such shareholder's address as shown upon the books of this Association.

Tenth. These Articles of Association may be amended at any regular or special meeting of the shareholders by the affirmative vote of the holders of a majority of the stock of this Association, unless the vote of the holders of a greater amount of stock is required by law, and in that case by the vote of the holders of such greater amount.

**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 April 15, 1994**

**DATE 4-15-94
Jim Bennett
Secretary of State**

STATE OF ALABAMA

I, Jim Bennett, 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 First American Bank of Pelham, an Alabama banking corporation, into National Bank of Commerce of Birmingham, a national banking association, 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 First American Bank of Pelham into National Bank of Commerce of Birmingham and attaches hereto a duplicate original of the Articles of Merger.

Inst # 1994-12804

04/20/1994-12804
08:58 AM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
020 MCD 30.00

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.

April 15, 1994



Date

Jim Bennett

Jim Bennett

Secretary of State