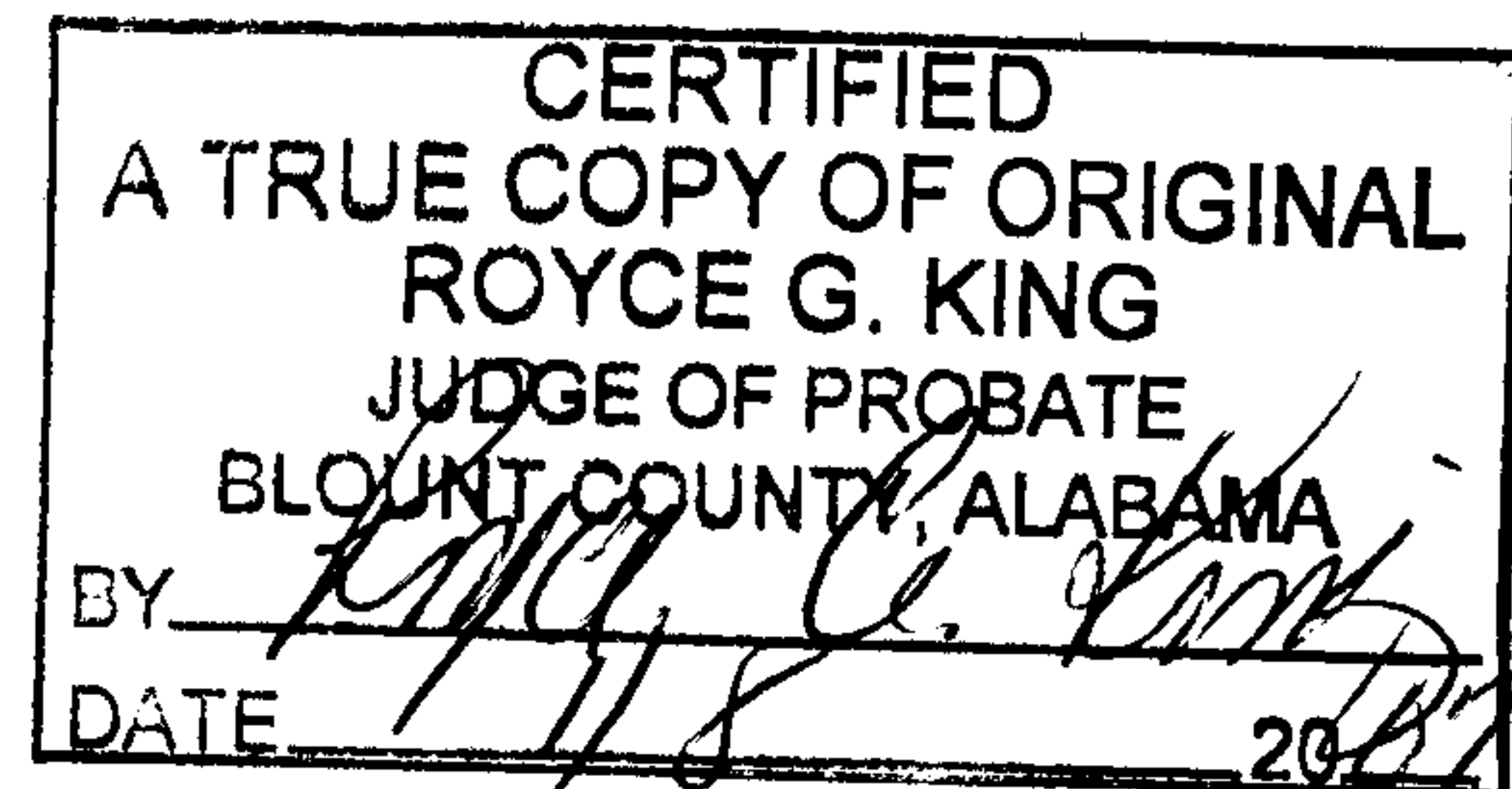


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Shelby Cnty Judge of Probate, AL
07/27/2007 08:14:52AM FILED/CERT



ARTICLES OF MERGER
OF
COMMUNITY BANK

WITH AND INTO

SUPERIOR BANK

FILED	EFFECTIVE
NOV 07 2006	NOV 07 2006
TIME	TIME
	5:00 PM EST

SECRETARY OF STATE

Pursuant to the provisions of Section 10-2B-11.05, Code of Alabama, 1975, as amended, Community Bank, an Alabama banking corporation ("Community"), and Superior Bank, a national banking association with its principal office in Birmingham, Alabama ("Superior"), hereby adopt the following Articles of Merger for the purpose of merging Community with and into Superior (the "Merger"), which shall be the surviving corporation:

FIRST: Attached hereto as Exhibit A and incorporated herein by this reference is the Agreement and Plan of Merger ("Plan of Merger") which was approved by the directors and shareholders of each of the merging corporations in the manner prescribed by the Alabama Business Corporation Act, as amended. A copy of the Plan of Merger is on file at the principal place of business of Superior. The Federal Reserve Board of Atlanta and the Office of Thrift Supervision have approved the Merger in writing on October 4, 2006 and September 27, 2006, respectively.

SECOND: The effective time of the Merger shall be November 7, 2006 at 5:00 p.m. eastern standard time.

THIRD: Community had 38,778 shares of Class A common stock issued, outstanding, and entitled to vote at the time of the adoption of the Plan of Merger. All 38,778 shares of Class A common stock were voted in favor of the Plan of Merger by the shareholders of Community.

FOURTH: The Articles of Incorporation of Community were filed in the Office of the Judge of Probate of Blount County, Alabama on April 20, 1984.

FIFTH: Superior shall be the surviving corporation.

RECEIVED

NOV - 7 2006

SECRETARY
OF STATE

867049.1

30.00

8
State of Alabama, Blount County
I certify this instrument was filed
and taxes collected on:
2006 November -14 11:28AM
Book GEN 2006 Page 43946
Instrument Number 289574 Pages 17
Recording 3.00 Mortgage
Dead Min tax
Index DP 2.00
Total Fees 30.00
Royce G. King, Judge of Probate

Dated and effective as of November 7, 2006.

COMMUNITY BANK

By: *[Signature]*
Its: Chairman & CEO

SUPERIOR BANK

By: _____
Its: _____

Instrument 289574 Page 2 of 17

Dated and effective as of November 7, 2006.

COMMUNITY BANK

8

By: _____

Its: _____

SUPERIOR BANK

By: C. Stanley Barley

Its: Chief Executive Officer

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Confidential

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Instrument 289574 Page 4 of 17

AGREEMENT AND PLAN OF MERGER

by and between

COMMUNITY BANK

and

SUPERIOR BANK

dated as of

November 7, 2006

AGREEMENT AND PLAN OF MERGER

THIS AGREEMENT AND PLAN OF MERGER (as the same may be amended from time to time, this "Agreement") is made and entered into as of this the ____ day of November, 2006, by and between **COMMUNITY BANK**, an Alabama banking corporation ("Community Bank"), and **SUPERIOR BANK** ("Superior Bank"), a federal savings bank.

WITNESSETH

WHEREAS, Community Bank is a wholly-owned subsidiary of Community Bancshares, Inc. ("CBI") and operates in Alabama with its principal office in Blountsville, Alabama;

WHEREAS, Superior Bank is a wholly-owned subsidiary of Superior Bancorp, a Delaware corporation and thrift holding company ("SB"), and operates in Alabama and Florida with its principal office in Birmingham, Alabama;

WHEREAS, CBI and SB have entered into an Agreement and Plan of Merger dated as of April 29, 2006 (as the same may be amended from time to time, the "Parent Merger Agreement") pursuant to which CBI will be merged with and into SB;

WHEREAS, Community Bank wishes to merge with Superior Bank;

WHEREAS, capitalized terms not otherwise defined herein are used as defined in the Parent Merger Agreement; and

WHEREAS, it is the intention of Superior Bank and Community Bank that such Merger shall qualify for federal income tax purposes as a "reorganization" within the meaning of Section 368(a) of the Code;

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties hereto agree as follows:

ARTICLE 1

NAME

1.1 Name. The name of the corporation resulting from the Merger shall be "Superior Bank".

ARTICLE 2

MERGER — TERMS AND CONDITIONS

2.1 Applicable Law. On the Effective Date, Community Bank shall be merged (the "Merger") with and into Superior Bank (herein referred to as the "Resulting Corporation" whenever reference is made to it as of the time of merger or thereafter). The Merger shall be undertaken pursuant to the provisions of and with the effect provided in the Home Owners' Loan Act ("HOLA") and the Alabama Business Corporation Act ("ABCA"). The offices and facilities of Community Bank and of Superior Bank shall become the offices and facilities of the

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Shelby Cnty Judge of Probate, AL
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Instrument 289574 Page 5 of 17

Resulting Corporation. The home office and other offices of the Resulting Corporation are set forth on Attachment A hereto.

2.2 Corporate Existence. On the Effective Date, the corporate existence of Community Bank and of Superior Bank shall, as provided in the HOLA and the ABCA, be merged into and continued in the Resulting Corporation, and the Resulting Corporation shall be deemed to be the same corporation as Community Bank and Superior Bank. All assets and property (real, personal and mixed, tangible and intangible, choses in action, rights and credits) owned by Community Bank or Superior Bank or which would inure to either of them, shall, immediately by operation of law and without any conveyance, transfer or further action, become the property of the Resulting Corporation. The Resulting Corporation shall be deemed to be a continuation of the entity of each of Community Bank and Superior Bank, the rights and obligations of which shall succeed to such rights and obligations and the duties and liabilities connected therewith, subject to the HOLA and other applicable Laws.

2.3 Charter and Bylaws. On the Effective Date, the charter and bylaws of the Resulting Corporation shall be the charter and bylaws of Superior Bank as they exist immediately before the Effective Date.

2.4 Resulting Corporation's Officers and Board. The board of directors and the officers of the Resulting Corporation on the Effective Date shall consist of those persons serving in such capacities of Superior Bank as of the Effective Date. The board of directors of the Resulting Corporation shall have fourteen (14) members and their names, residence addresses and terms are set forth on Attachment B hereto. The parties agree that the two individuals who are elected to the Board of Directors of SB pursuant to Section 2.4 of the Parent Merger Agreement following the effective date of the merger of CBI and SB shall also, following the Effective Date of the Merger hereunder, be elected to the Board of Directors of Superior Bank effective as of the same date as their election to the Board of Directors of SB.

2.5 Stockholder Approvals. This Agreement shall be submitted to the respective sole stockholders of Community Bank and Superior Bank. Upon approval by such stockholders as required by applicable Law, the Merger shall become effective in the manner provided in Section 2.9 hereof.

2.6 Regulatory Approvals. The Merger shall not be effective unless and until any required Order, Consent in connection therewith or approval thereof is received from the Office of Thrift Supervision pursuant to the HOLA and the rules and regulations thereunder.

2.7 Basis for Issuing Savings Accounts. Following the Merger, the Resulting Corporation shall issue evidence of savings accounts pursuant to Section 5(b)(1) of the HOLA and the rules and regulations thereunder, and otherwise on the same basis for issuing savings accounts as was used by Superior Bank prior to the Merger.

2.8 Further Acts. If, at any time after the Effective Date, the Resulting Corporation shall consider or be advised that any further assignments or assurances in law or any other acts are necessary or desirable to vest, perfect, confirm or record, in the Resulting Corporation, title to and possession of any property or right of Community Bank or Superior Bank, acquired as a result of the Merger, Superior Bank and its 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 Corporation.

2.9 Effective Date and Closing. Subject to the terms of all requirements of Law and the conditions specified in this Agreement the Merger shall become effective on the later to occur of (a) the consummation of the transactions for the Merger required under the HOLA and the ABCA and hereunder, or (b) the date specified on the endorsement by the Office of Thrift Supervision of this Agreement or the articles of merger (such time being herein called the "Effective Date"). Assuming all other conditions stated in this Agreement have been or will be satisfied as of the Closing, the Closing shall take place at the offices of Superior Bank, in Birmingham, Alabama, at 5:00 p.m. on the same a date as the Merger under the Parent Merger Agreement.

ARTICLE 3

CONVERSION OF COMMUNITY BANK COMMON STOCK

3.1 Conversion of Community Bank Common Stock. On the Effective Date, each share of Class A and Class B common stock of Community Bank, \$1.00 par value (the "Community Bank Common Stock"), outstanding and held of record by Community Bank's sole stockholder, but excluding shares held by Community Bank or any of its Subsidiaries, other than in a fiduciary capacity or as a result of debts previously contracted (the "Community Bank Common Stock"), shall be converted by operation of law and without any action by any holder thereof into and exchanged for the right to receive one share of the common stock of Superior Bank, \$1.00 par value (the "Superior Bank Common Stock").

3.2 Surrender of Community Bank Common Stock. Each holder of an outstanding certificate or certificates which prior thereto represented shares of Community Bank Common Stock who is entitled to receive Superior Bank Common Stock shall be entitled, upon surrender to Superior Bank of their certificate or certificates representing shares of Community Bank Common Stock, to receive in exchange therefor a certificate or certificates representing the number of whole shares of Superior Bank Common Stock into and for which the shares of Community Bank Common Stock so surrendered shall have been converted, such certificates to be of such denominations and registered in such names as such holder may reasonably request. Until so surrendered and exchanged, each such outstanding certificate which, prior to the Effective Date, represented shares of Community Bank Common Stock and which is to be converted into Superior Bank Common Stock shall for all purposes evidence ownership of the Superior Bank Common Stock into and for which such shares shall have been so converted and holders thereof shall have all rights as holders of Superior Bank Common Stock, except that dividends or other distributions with respect to such Superior Bank Common Stock, if any, shall be held by Superior Bank until the certificates previously representing shares of Community Bank Common Stock shall have been properly tendered. After the Effective Date, there shall be no transfers on the stock transfer books of Community Bank of shares of Community Bank Common Stock which were issued and outstanding on the Effective Date and converted pursuant to the provisions hereof. If after the Effective Date certificates are presented for transfer to Community Bank, they shall be canceled and exchanged for the shares of Superior Bank Common Stock deliverable in respect thereof as determined in accordance with the provisions of this paragraph.

3.3 Adjustments. In the event that prior to the Effective Date the Superior Bank Common Stock shall be changed into a different number of shares or a different class of shares by reason of any recapitalization or reclassification, stock dividend, combination, stock split, or reverse stock split of the Superior Bank Common Stock, an appropriate and proportionate adjustment shall be made in the number of shares of the Superior Bank Common Stock into which the Community Bank Common Stock shall be converted.

3.4 Superior Bank Common Stock. The shares of Superior Bank Common Stock issued and outstanding immediately before the Effective Date shall continue to be issued and outstanding shares of the Resulting Corporation.

ARTICLE 4

CONDITIONS TO OBLIGATIONS OF BOTH PARTIES

The obligations of Superior Bank and Community Bank to cause the transactions contemplated by this Agreement to be consummated shall be subject to the satisfaction, in the sole discretion of the party relying upon such conditions, on or before the Effective Date of all the following conditions, except as such parties may waive such conditions in writing:

4.1 Approval by Stockholders. This Agreement and the matters contemplated by this Agreement shall have been duly approved by the vote of the respective sole stockholders of each of Community Bank and Superior Bank as is required by applicable Law and Community Bank's articles of incorporation and bylaws and Superior Bank's charter and bylaws.

4.2 Regulatory Authority Approval; Other Consents. (a) Orders, Consents and approvals, required for consummation of the Merger, shall have been entered by the Office of Thrift Supervision granting the authority necessary for the consummation of the transactions contemplated by this Agreement.

(b) Each party shall have obtained any and all other Consents required for consummation of the Merger.

4.3 Legal Proceedings. No federal, state, local, foreign or other court, board, body, commission, agency, authority or instrumentality, including the Agencies, of competent jurisdiction, shall have enacted, issued, promulgated, enforced or entered any Law or Order (whether temporary, preliminary or permanent) or taken any other action which prohibits, restricts or makes illegal consummation of the transactions contemplated by this Agreement, provided that Superior Bank and Community Bank shall use commercially reasonable efforts to seek the lifting or change of any Order or action, and to obtain an interpretation of any Law, so as to permit the completion of the transactions contemplated herein or the terms hereof.

4.4 Parent Merger Agreement. The "Closing" under the Parent Merger Agreement shall have occurred.

ARTICLE 5

NOTICES

All notices or other communications which are required or permitted hereunder shall be in writing and sufficient if delivered by hand, by facsimile transmission, by registered or certified mail, postage pre-paid, or by courier or overnight carrier, to the persons at the addresses set forth below (or at such other address as may be provided hereunder), and shall be deemed to have been delivered as of the date so received:

(a) If to Community Bank to: Patrick M. Frawley, Chairman and Chief Executive Officer, Community Bank, 68149 Highway 231 South, P.O. Box 1000, Blountsville, AL 35031, facsimile 205-429-1216, with copies to Ralph F. MacDonald, III, Alston & Bird LLP, One Atlantic Center, 1201 West Peachtree Street, Atlanta, GA 30309-3424, facsimile, 404-253-8272, or as may otherwise be specified by Community Bank in writing to Superior Bank.

(b) If to Superior Bank, to Marvin Scott, President, Superior Bank, 17 North 20th Street, Birmingham, AL 35203, facsimile 205-327-3611, with copies to Stephen A. Yoder, Balch & Bingham LLP, 1901 Sixth Avenue North, Birmingham, AL 35203, facsimile 205-488-5645, or as may otherwise be specified in writing by Superior Bank to Community Bank.

ARTICLE 6

AMENDMENT OR TERMINATION

6.1 Amendment. This Agreement may be amended by the mutual consent of Superior Bank and Community Bank before or after approval of the transactions contemplated herein by the respective sole stockholders of Community Bank and Superior Bank.

6.2 Termination. This Agreement may be terminated at any time prior to or on the Effective Date whether before or after action thereon by the respective sole stockholders of Community Bank and Superior Bank, as follows:

(a) by the mutual consent of the respective boards of directors of Community Bank and Superior Bank; or

(b) automatically without action by either party if the Parent Merger Agreement shall have been terminated;

ARTICLE 7

MISCELLANEOUS

7.1 Expenses. (a) Except as otherwise provided in this Section 7.1, each of the parties shall bear and pay all direct costs and expenses incurred by it or on its behalf in connection with the transactions contemplated hereunder, including filing, registration and application fees, printing fees, and fees and expenses of its own financial or other consultants, investment bankers, accountants, and counsel.

(b) Nothing contained in this Section 7.1 shall constitute or shall be deemed to constitute liquidated damages for the willful breach by a party of the terms of this Agreement or otherwise limit the rights of the nonbreaching party.

7.2 Benefit and Assignment. Except as expressly contemplated hereby, neither this Agreement nor any of the rights, interests, or obligations hereunder shall be assigned by any party hereto (whether by operation of Law or otherwise) without the prior written consent of the other party. Subject to the preceding sentence, this Agreement will be binding upon, inure to the benefit of, and be enforceable by, the parties and their respective successors and assigns.

7.3 Governing Law. This Agreement shall be governed by, and construed in accordance with the Laws of the State of Alabama without regard to any conflict of Laws.

7.4 Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed to constitute an original. Each such counterpart shall become effective when one counterpart has been signed by each party thereto.

7.5 Headings. The headings of the various articles and sections of this Agreement are for convenience of reference only and shall not be deemed a part of this Agreement or considered in construing the provisions thereof.

7.6 Severability. Any term or provision of this Agreement that is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining terms and provisions thereof or affecting the validity or enforceability of such provision in any other jurisdiction, and if any term or provision of this Agreement is held by any court of competent jurisdiction to be void, voidable, invalid or unenforceable in any given circumstance or situation, then all other terms and provisions, being severable, shall remain in full force and effect in such circumstance or situation and the term or provision shall remain valid and in effect in any other circumstances or situation.

7.7 Construction. Use of the masculine pronoun herein shall be deemed to refer to the feminine and neuter genders and the use of singular references shall be deemed to include the plural and vice versa, as appropriate. The terms "include", "including" and derivatives thereof shall mean "including without limitation" by reason of enumeration or otherwise. No inference in favor of or against any party shall be drawn from the fact that such party or such party's counsel has drafted any portion of this Agreement.

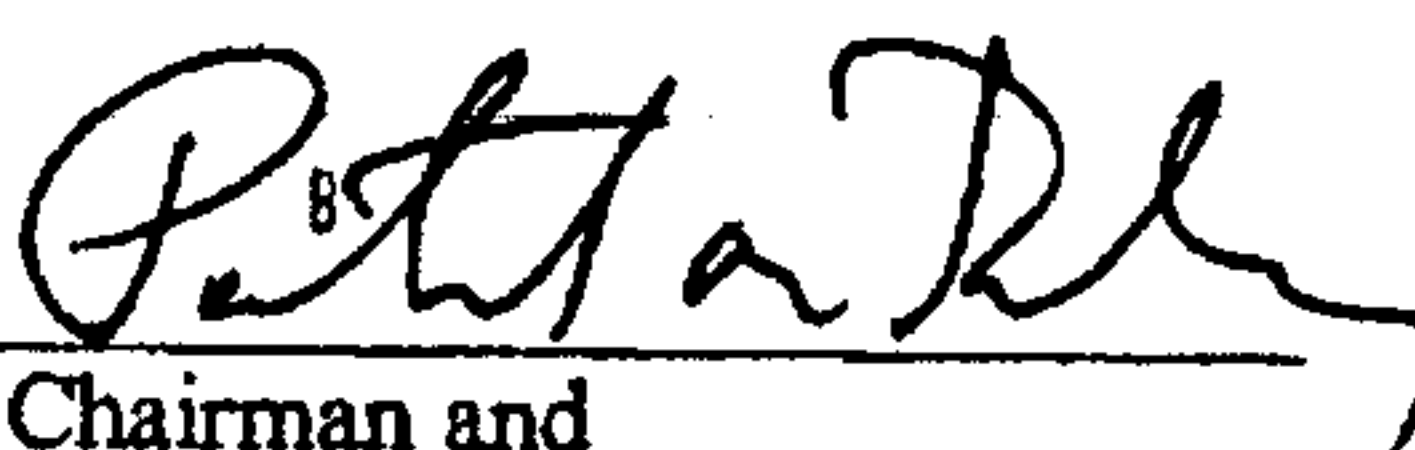
7.8 Entire Contract. This Agreement and the documents and instruments referred to herein constitute the entire contract between the parties to this Agreement and supersede all other understandings with respect to the subject matter of this Agreement.



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Shelby Cnty Judge of Probate, AL
07/27/2007 08:14:52AM FILED/CERT

IN WITNESS WHEREOF, Community Bank and Superior Bank have caused this Agreement to be signed by their respective duly authorized officers as of the date first above written.

COMMUNITY BANK

BY: 
ITS: Chairman and
Chief Executive Officer

SUPERIOR BANK

BY: _____
ITS: Chief Executive Officer

Instrument 283574 Page 11 of 17

IN WITNESS WHEREOF, Community Bank and Superior Bank have caused this Agreement to be signed by their respective duly authorized officers as of the date first above written.


COMMUNITY BANK

BY: _____
ITS: Chairman and
Chief Executive Officer

SUPERIOR BANK

BY: C. Stanley Bailey
ITS: Chief Executive Officer

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Shelby Cnty Judge of Probate, AL
07/27/2007 08:14:52AM FILED/CERT

Attachment A

Resulting Corporation Offices

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Shelby Cnty Judge of Probate, AL
07/27/2007 08:14:52AM FILED/CERT

ALABAMA

Blount County

Main And Liberty Streets
18045 State Highway 160
2453 2nd Ave East
Second Avenue East Highway 75 North
U.S. Highway 278 East
261 State Highway 160

Blountsville 35031
Cleveland 35049
Oneonta 35121
Oneonta 35121
Snead 35952
Warrior 35180

Chilton County

610 Jackson Avenue

Clanton 35045

Coffee County

202 Main Street

Kinston 36453

Covington County

1135 North Bypass
301 Cummings Avenue West

Andalusia 36420
Opp 36467

Etowah County

701 Forrest Avenue
3015 2nd Street

Gadsden 35903
Rainbow City 35906

Geneva County

16 East Main Street

Samson 36477

Jefferson County

17 North 20th Street
2250 Mount Olive Road
218 Louisa Street

Birmingham 35203
Gardendale 35071
Warrior 35180

Lauderdale County

102 College Street

Rogersville 35652

Limestone County

1260 U.S. Highway 72 East
25530 Highway 127

Athens 35613
Elkmont 35620

Madison County

217 Walker Street
312 Clinton Avenue
12094 Highway 231/431 North
10175 Hwy 431 So.
2200 Clinton Avenue

Gurley 35748
Huntsville 35806
Meridianville 35759
New Hope 35760
Huntsville 35801

3751 Sullivan Street	Madison	35758
Marion County		
736 Military Street South	Hamilton	35570
Marshall County		
301 North Broad Street	Albertville	35950
197 Billy B. Dyar Boulevard	Boaz	35957
2125 Henry Street	Guntersville	35976
Monroe County		
3861 Bowden Street	Frisco City	36445
915 South Alabama Avenue	Monroeville	36460
Morgan County		
100 West Third Street	Falkville	35622
600 West Main Street	Hartselle	35640
1811 Danville Road	Decatur	35601
Perry County		
101 Water Street	Unlontown	36786
Shelby County		
3115 Highway 31 Village At Pelham	Pelham	35124
Talladega County		
33327 Highway 280	Childersburg	35044
126 North Broadway Avenue	Sylacauga	35150
270 Fort Williams West	Sylacauga	35150
Winston County		
1728 Eleventh Avenue	Haleyville	35565
FLORIDA		
Bay County		
101 North 15th Street	Mexico Beach	32410
Calhoun County		
Corner Of Hwy 71 And Look-N-tremble Road	Altha	32421
307 West Central Avenue	Blountstown	32424
Franklin County		
58 Fourth Street	Apalachicola	32320
912 Northwest Avenue A	Carrabelle	32322

Gulf County
401 Fifth St

Port St. Joe 32456

Hernando County

1300 Pinehurst Drive
1300 Pinehurst Drive (ltd service messenger svc)
14363 Spring Hill Drive

Spring Hill 34606
Spring Hill 34609
Spring Hill 34609

8

Hillsborough County

101 Trinity Lakes Drive
4842 State Road 674
231 Courtyard Boulevard
1311 Aston Gardens
13246 North Dale Mabry Highway
3750 Gunn Highway, Suite 3a

Sun City Center
Sun City Center
Sun City Center
Sun City Center
Tampa 33618
Tampa 33624

Liberty County

State Highway 20 And Baker Street

Bristol 32321

Pasco County

4010 Little Road
8623 Regency Park Boulevard
1932 Bruce B. Downs Boulevard

New Port Richey
Port Richey 34668
Wesley Chapel 33543

Pinellas County

36301 US Highway 19 North
2440 Sunset Point Road
(Pending June or July of 2006)

Palm Harbor 34684
Clearwater 33765

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Shelby Cnty Judge of Probate, AL
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Attachment B

Names, Residence Addresses and Terms of Resulting Corporation Directors

Name	Residence Address	Term Expires
C. Stanley Bailey	2501 Downing Place Birmingham AL 35223-1944	2007
Roger Barker	2105 Brook Highland Ridge Birmingham AL 35242	2007
K. Earl Durden	1804 Weakfish Way Panama City Beach FL 32408	2007
Rick D. Gardner	621 Springbank Terrace Birmingham AL 35242	2007
Thomas E. Jernigan, Jr.	2963 Shook Hill Pwy Mountain Brook AL 35223	2007
J. Mailon Kent, Jr.	4005 Old Leeds Lane Birmingham AL 35213	2007
James M. Link	2414 Preston Ridge Drive Brownsboro AL 35741	2007
Barry Morton	3236 Pine Ridge Road Birmingham AL 35213	2007
Robert R. Parrish, Jr.	6110 Thomasville Road Tallahassee FL 32312	2007
C. Marvin Scott	5260 Greystone Way Birmingham AL 35242	2007
Michael E. Stephens	3230 Cahaba Valley Road Indian Springs AL 35214	2007
James A. Taylor	10 Augusta Way Shoal Creek AL 35242	2007
James C. White	2000 Morris Avenue, Suite 1010 Birmingham AL 35222	2007
D. Dewey Mitchell	7915 Evolutions Way, Suite 106 Trinity, FL 34655	2007
To be determined (1)	[Address]	2007
To be determined (2)	[Address]	2007

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(1)(2) Pursuant to Section 2.4 of the Agreement and Plan of Merger dated as of April 29, 2006 between Community Bancshares, Inc. and SB, two individuals are to be added to the Board of Directors of SB at the first meeting of SB's Board of Directors following the Effective Date of the merger. It is anticipated that these individuals would also be added to the Board of Directors of Superior Bank

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Instrument 289574 Page 17 of 17

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 11/05/2009

DATE 11/05/2009
[Signature]
Secretary of State