



20130409000145760 1/10 \$39.00  
Shelby Cnty Judge of Probate, AL  
04/09/2013 09:15:27 AM FILED/CERT

THIS INSTRUMENT PREPARED BY:  
Brooks P. Milling, Esq.  
HAND ARENDALL LLC  
Post Office Box 123  
Mobile, Alabama 36601  
(251) 432-5511

Alabama	2/11/2013	\$100.00
Sec. Of State	17:00	\$100.00
Merger	9 Pg	\$100.00
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Date		
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Total		\$200.00
03/004		

**ARTICLES OF MERGER OF**  
**BANKTRUST**  
**WITH AND INTO**  
**TRUSTMARK NATIONAL BANK**    019-784

These Articles of Merger are executed as of the 11th day of February, 2013, by Trustmark National Bank, a national banking association ("Trustmark National Bank"), with respect to the merger of BankTrust, an Alabama banking corporation, entity identification no. 140-669 ("BankTrust"), with and into Trustmark National Bank, with Trustmark National Bank to be the surviving entity, pursuant to Sections 5-7A-40 *et. seq.*, 10A-1-8.02 *et. seq.* and 10A-2-11.01, *et. seq.*, Code of Alabama (1975).

**ARTICLE ONE**

The Agreement and Plan of Merger of BankTrust with and into Trustmark National Bank dated as of February 11, 2013 (the "Plan of Merger"), is attached hereto as Exhibit A and incorporated herein by reference.

## ARTICLE TWO

Each of the entities a party to the merger has authorized only one class of stock with shares outstanding that are entitled to vote on the Plan of Merger; and, as to each such entity, the number of shares outstanding and the class thereof are as follows:

	<u>Number of Shares</u>	<u>Class</u>
Trustmark National Bank	2,677,955	Common
BankTrust	10,000	Common

## ARTICLE THREE

As to each entity a party to the merger, the number of shares voted for and against the Plan of Merger, respectively, is as follows:

	<u>Number of Shares</u>	
Trustmark National Bank	For: 2,677,955	Against: 0
BankTrust	For: 10,000	Against: 0

## ARTICLE FOUR

The Plan of Merger was duly approved by the shareholders of each of Trustmark National Bank and BankTrust.

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ARTICLE FIVE

The Articles of Incorporation of BankTrust, the only one of the entities a party to the merger incorporated under the laws of Alabama, are filed in the Office of the Judge of Probate of Mobile County, Alabama.

ARTICLE SIX

The effective time of this merger shall be 6:15 p.m. Central Time on February 15, 2013.

IN WITNESS WHEREOF, the surviving entity has caused these Articles of Merger to be executed on its behalf by its duly authorized officer as of the day and year first above written.

TRUSTMARK NATIONAL BANK

By: Louis E. Greer

Louis E. Greer  
As its Executive Vice President and Chief  
Financial Officer

Beth Chapman  
Secretary of State

P. O. Box 5616  
Montgomery, AL 36103-5616

# STATE OF ALABAMA

**I, Beth Chapman, Secretary of State of Alabama, having custody of the  
Great and Principal Seal of said State, do hereby certify that**

as appears on file and of record in this office, the pages hereto attached, contain a  
true, accurate, and literal copy of the Merger filed on behalf of Trustmark  
National Bank, as received and filed in the Office of the Secretary of State on  
02/11/2013.



20130321000005426

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.

03/21/2013

Date

*Beth Chapman*

Beth Chapman

Secretary of State



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Exhibit A

**AGREEMENT AND PLAN OF MERGER OF  
BANKTRUST  
WITH AND INTO  
TRUSTMARK NATIONAL BANK**

This Agreement and Plan of Merger (the "Agreement") dated as of February 11, 2013, adopted and made by and between **TRUSTMARK NATIONAL BANK** ("Trustmark Bank"), a national banking association with its main office at 248 East Capitol Street, Jackson, Mississippi, 39201, and **BANKTRUST** ("BankTrust"), an Alabama banking corporation with its headquarters at 107 Saint Francis Street, Mobile, Alabama, 36602, Trustmark Bank acting pursuant to resolutions adopted by the vote of a majority of its directors in accordance with applicable law.

**WITNESSETH:**

**WHEREAS**, BankTrust is an Alabama banking corporation, the authorized capital stock of which consists of 10,000 shares of common stock, with a par value of \$0.01 each, and all of the issued and outstanding shares of which are owned as of the date hereof directly by BancTrust Financial Group, Inc. ("BancTrust"); and


**WHEREAS**, Trustmark Bank is a national banking association organized and existing under the laws of the United States, the authorized capital stock of which consists of 2,677,955 shares of common stock, with a par value of \$5.00 each, and all of the issued and outstanding shares of which are owned as of the date hereof by Trustmark Corporation ("Trustmark Parent"); and

**WHEREAS**, Trustmark Parent and BancTrust have entered into an Agreement and Plan of Merger, dated as of May 28, 2012 and amended as of October 5, 2012 (the "Parent Merger Agreement"), pursuant to which BancTrust will merge with and into Trustmark Parent (the "Parent Merger") with Trustmark Parent surviving the Parent Merger as the surviving corporation; and

**WHEREAS**, the shareholders of each of Trustmark Bank and BankTrust have approved the merger of BankTrust into Trustmark Bank (the "Bank Merger") subsequent to the Parent Merger; and

**WHEREAS**, the respective Boards of Directors of BankTrust and Trustmark Bank deem the Bank Merger, which shall occur on a date to be determined by Trustmark Bank on or after the Parent Merger, under and pursuant to the terms and conditions herein set forth or referred to, desirable and in the best interest of the respective banks, and the Boards of Directors of BankTrust and Trustmark Bank have authorized and approved the execution and delivery of this Agreement by their respective officers;

**NOW, THEREFORE**, in consideration of the premises and of the mutual agreements herein contained, the parties hereto do hereby agree as follows:

  
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## **I. Bank Merger**

Subject to the terms and conditions of this Agreement, on the Effective Date (as hereinafter defined), following the Parent Merger, on a date to be determined by Trustmark Bank, BankTrust shall be merged with and into Trustmark Bank pursuant to the provisions of 12 U.S.C. § 215a-1 and §§5-7A-40 and 10A-2-11.01, Code of Ala. (1975). On the Effective Date, the separate existence of BankTrust shall cease, and Trustmark Bank, as the surviving entity, shall continue unaffected and unimpaired by the Bank Merger, and shall be liable for all of the liabilities of BankTrust, including liabilities arising from the operation of a trust department, existing at the Effective Date (Trustmark Bank being hereinafter sometimes referred to as the "Surviving Bank"). The business of the Surviving Bank shall be that of a national banking association and shall be conducted at its main office and legally established branches.

## **II. Articles of Association and By-Laws**

The Articles of Association and the By-Laws of Trustmark Bank in effect immediately prior to the Effective Date shall be the Articles of Association and the By-Laws of the Surviving Bank, in each case until amended in accordance with applicable law. The Articles of Association of Trustmark Bank as in effect immediately prior to the Effective Date are set forth as Exhibit A hereto and incorporated by reference.


## **III. Board of Directors**

On the Effective Date, the Board of Directors of the Surviving Bank shall be comprised of those persons serving as directors of Trustmark Bank immediately prior to the Effective Date, as well as two individuals who are currently directors of BankTrust: Tracy T. Conerly and Harris V. Morrisette. Each such Director shall hold office until the next annual meeting of the stockholders of the Surviving Bank, unless sooner removed, resigned, disqualified or deceased, and until his or her successor has been elected and qualified.

## **IV. Capital**

The shares of capital stock of Trustmark Bank issued and outstanding immediately prior to the Effective Date shall, on and after the Effective Date, continue to be issued and outstanding.

The shares of capital stock of BankTrust issued and outstanding immediately prior to the Effective Date shall, as of the Effective Date, by virtue of the Bank Merger and without any action on the part of the holder thereof, be canceled and retired, and no cash, new shares of common stock, or other property shall be delivered in exchange therefor.

  
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#### **V. Effective Date of the Bank Merger**

The Bank Merger shall be effective at the time and on the date specified in the certificate issued by the Office of the Comptroller of the Currency with respect thereto or, if such certificate cannot theretofore be obtained, on the date of consummation determined by Trustmark Bank (such date and time being herein referred to as the "Effective Date").

#### **VI. Main Office**

The main office of the Surviving Bank shall be 248 East Capitol Street, Jackson, Mississippi, 39201.

#### **VII. Further Assurances**


If at any time the Surviving Bank shall consider or be advised that any further assignments, conveyances or assurances are necessary or desirable to vest, perfect or confirm in the Surviving Bank title to any property or rights of BankTrust, or otherwise carry out the provisions hereof, the proper officers and directors of BankTrust, as of the Effective Date, and thereafter the officers of the Surviving Bank acting on behalf of BankTrust shall execute and deliver any and all proper assignments, conveyances and assurances, and do all things necessary or desirable to vest, perfect or confirm title to such property or rights in the Surviving Bank and otherwise carry out the provisions hereof. This Agreement shall be ratified and confirmed by the shareholders of BankTrust and Trustmark Bank.

#### **VIII. Termination**

Anything contained in this Agreement to the contrary notwithstanding, this Agreement may be terminated by the mutual consent of the parties hereto and shall terminate automatically with no further action by either party in the event that the Parent Merger Agreement is terminated in accordance with its terms.

#### **IX. Counterparts**

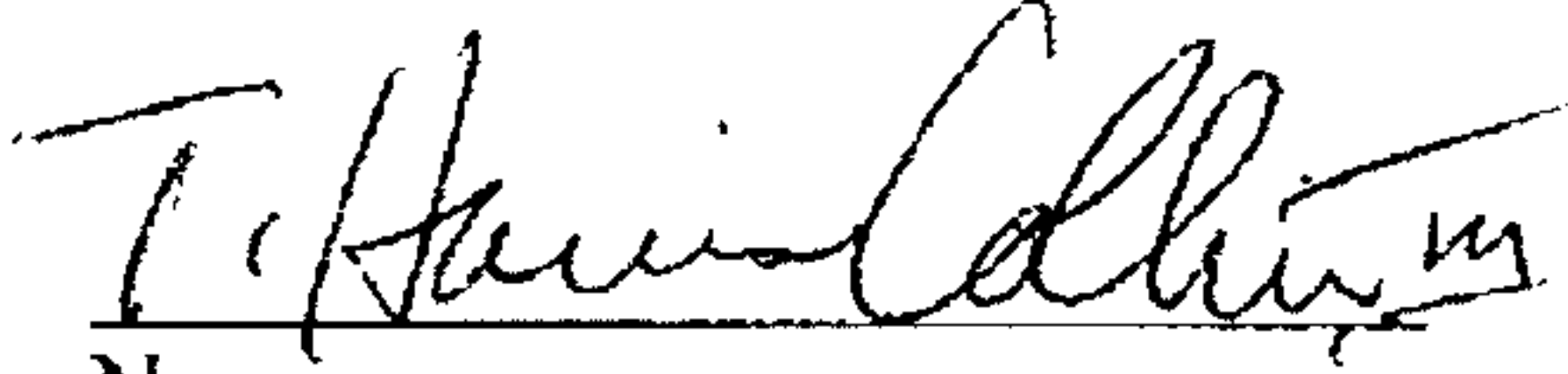
This Agreement may be executed in several counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

  
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IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in counterparts by their duly authorized officers and attested by their officers thereunto duly authorized, all as of the day and year first above written.

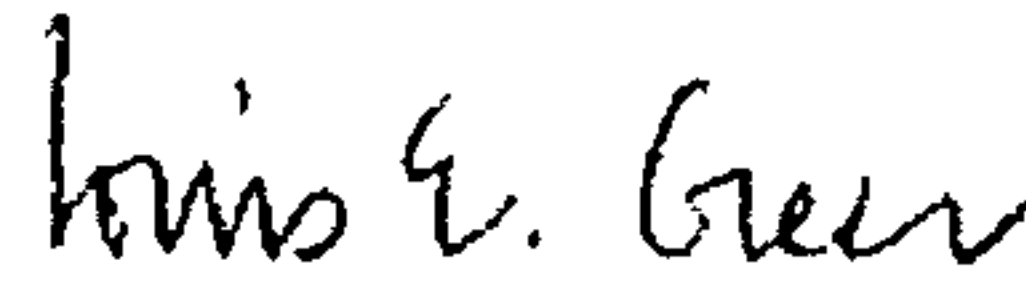
ATTEST:



Name:

Title:

TRUSTMARK NATIONAL BANK



Name: Louis E. Greer

Title: Executive Vice President and Chief  
Financial Officer

ATTEST:

BANKTRUST

Name:

Title:

Name: F. Michael Johnson

Title: Executive Vice President, Chief  
Financial Officer and Secretary

[Signature Page to Subsidiary Plan of Merger]



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**IN WITNESS WHEREOF**, the parties hereto have caused this Agreement to be executed in counterparts by their duly authorized officers and attested by their officers thereunto duly authorized, all as of the day and year first above written.

ATTEST:

**TRUSTMARK NATIONAL BANK**

\_\_\_\_\_  
Name:

Title:

\_\_\_\_\_  
Name: Louis E. Greer

Title: Executive Vice President and Chief  
Financial Officer

ATTEST:

\_\_\_\_\_  
Name:

Title:

  
HENRY F. O'CONNOR III

EVP

**BANKTRUST**

\_\_\_\_\_  
Name: F. Michael Johnson

Title: Executive Vice President, Chief  
Financial Officer and Secretary

*[Signature Page to Subsidiary Plan of Merger]*