

ARTICLES OF MERGER
of
NATIONAL COMMERCE CORPORATION
an Alabama corporation (249-902)
with and into
NATIONAL COMMERCE CORPORATION
a Delaware corporation

Alabama
Sec. Of State
Merger 000-733
Date 4/08/2014
Time 17:00
14 PG
File \$100.00
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Exp \$100.00
Total \$200.00
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Pursuant to the provisions of Section 10A-2.11.01 *et seq.* of the Alabama Business Corporation Law, the undersigned constituent corporations, National Commerce Corporation, an Alabama corporation ("NCC-AL"), and National Commerce Corporation, a Delaware corporation ("NCC-DE"), hereby adopt the following Articles of Merger for the purpose of merging NCC-AL with and into NCC-DE (the "Merger"), with the name of the surviving corporation to be National Commerce Corporation, a Delaware corporation. (283-535)

FIRST: The plan of merger attached hereto as Exhibit A (the "Plan of Merger") and incorporated herein by this reference, was duly adopted and approved by the board of directors of each of the constituent corporations and thereafter approved by the sole shareholder of NCC-DE and the shareholders of NCC-AL, in the manner prescribed by the Alabama Business Corporation Law and the Delaware General Corporation Law.

SECOND: For each constituent corporation, the designation, the number of outstanding shares and the number of votes entitled to be cast by each voting group entitled to vote separately on the Plan of Merger are as follows:

<u>Name of Corporation</u>	<u>No. of Shares Outstanding</u>	<u>Designation of Class</u>	<u>No. of Votes Entitled to be Cast</u>
NCC-DE	10	Common	10
NCC-AL	5,164,218.50	Voting Common	5,164,218.50

THIRD: The number of authorized, issued and outstanding shares of each constituent corporation's stock voted for and against the Plan of Merger are as follows:

<u>Name of Corporation</u>	<u>No. of Shares Voted For</u>	<u>No. of Shares Voted Against</u>
NCC-DE	10	0
NCC-AL	3,860,000.00	0

FOURTH: The name of the surviving corporation shall be "National Commerce Corporation" and the surviving corporation is to be governed by the laws of ~~Shelby County~~ State of Alabama Delaware.

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

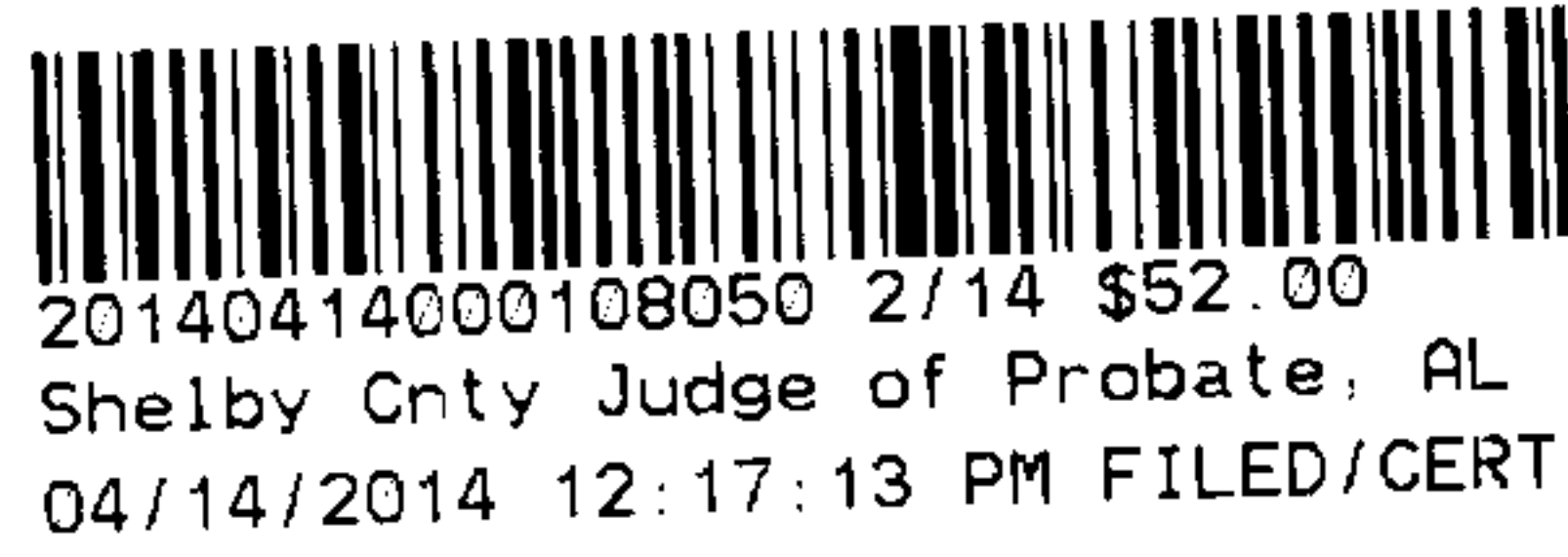
DATE: 4/8/14
4/11/14

Secretary of State Ram

FIFTH: The articles of incorporation of NCC-AL, as amended, were filed in Shelby County, Alabama.

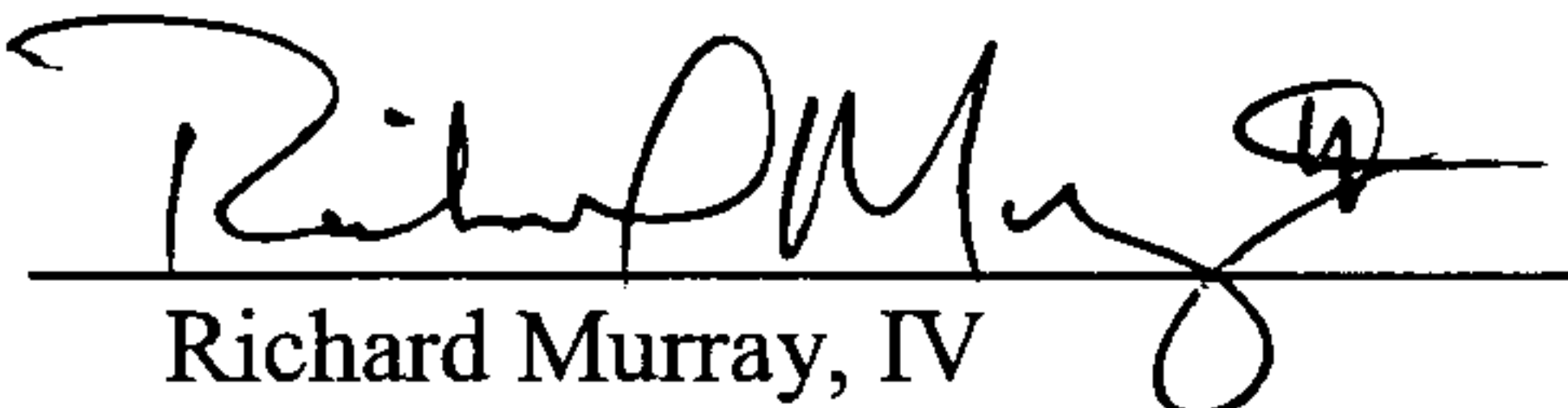
SIXTH: The Merger shall become effective upon the filing of these Articles of Merger.

(Signature page follows)



IN WITNESS WHEREOF, the undersigned has caused these Articles of Merger to be executed by an authorized officer on the 8th day of April, 2014.

NATIONAL COMMERCE CORPORATION
a Delaware corporation

By: 
Richard Murray, IV
Its President


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This instrument was prepared by:
W. Clark Goodwin
MAYNARD, COOPER & GALE, P.C.
1901 Sixth Avenue North
2400 Regions/Harbert Plaza
Birmingham, Alabama 35203
(205) 254-1000

EXHIBIT A
PLAN OF MERGER

(attached)



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**AGREEMENT AND PLAN OF MERGER BETWEEN
NATIONAL COMMERCE CORPORATION
(an Alabama corporation)
AND
NATIONAL COMMERCE CORPORATION
(a Delaware corporation)**

THIS AGREEMENT AND PLAN OF MERGER (this "Agreement"), dated as of July 19, 2013, is entered into by and between **NATIONAL COMMERCE CORPORATION**, an Alabama corporation ("NCC-AL"), and **NATIONAL COMMERCE CORPORATION**, a Delaware corporation ("NCC-DE"). NCC-AL and NCC-DE are sometimes hereinafter collectively referred to as the "Constituent Corporations."

RECITALS

WHEREAS, NCC-AL is a corporation duly organized and existing under the laws of the State of Alabama, having been incorporated on November 13, 2006. As of the date hereof, NCC-AL has authorized capital stock of 12,750,000 shares, of which (i) 12,500,000 are designated common stock, par value \$1.00 per share (the "NCC-AL Common Stock"), 11,250,000 of which constitute a class of voting common stock (the "NCC-AL Voting Common Stock") and 1,250,000 of which constitute a class of nonvoting common stock (the "NCC-AL Nonvoting Common Stock"); and (ii) 250,000 are designated preferred stock, par value \$1.00 per share (the "NCC-AL Preferred Stock"). As of the date hereof, 5,164,218.50 shares of NCC-AL Voting Common Stock, 565,895 shares of NCC-AL Nonvoting Common Stock and no shares of NCC-AL Preferred Stock are issued and outstanding; and

WHEREAS, it is contemplated and a condition to the Merger described herein that, immediately prior to the Merger, each outstanding share of NCC-AL Nonvoting Common Stock shall have converted into one share of NCC-AL Voting Common Stock pursuant to an agreement to be entered into between NCC-AL and the holder of all of the outstanding shares of NCC-AL Nonvoting Common Stock such that no shares of NCC-AL Nonvoting Common Stock will be outstanding at the time of the Merger; and

WHEREAS, NCC-DE is a corporation duly organized and existing under the laws of the State of Delaware, having been incorporated on July 19, 2013. As of the date hereof, NCC-DE has authorized capital stock of 12,750,000 shares, of which (i) 12,500,000 are designated common stock, par value \$0.01 per share (the "NCC-DE Common Stock" or the "Surviving Corporation Common Stock"); and (ii) 250,000 are designated preferred stock, par value \$0.01 per share (the "NCC-DE Preferred Stock" or the "Surviving Corporation Preferred Stock"). As of the date hereof, 10 shares of NCC-DE Common Stock are issued and outstanding, all of which are held by NCC-AL, and no shares of NCC-DE Preferred Stock are issued and outstanding; and

WHEREAS, the Board of Directors of NCC-AL has determined that, for the purpose of effecting the reincorporation of NCC-AL in the State of Delaware, it is advisable and in the best interests of NCC-AL and its shareholders that NCC-AL merge with and into NCC-DE upon the

terms and conditions herein provided; and

WHEREAS, the respective Boards of Directors of NCC-AL and NCC-DE have approved and, in the case of NCC-AL, recommended to its shareholders the advisability of, this Agreement, and have directed that this Agreement be executed by the undersigned officers.

NOW THEREFORE, in consideration of the mutual agreements and covenants set forth herein, NCC-AL and NCC-DE hereby agree, subject to the terms and conditions hereinafter set forth, as follows:

ARTICLE 1 **THE MERGER**

1.1 Merger. In accordance with the provisions of this Agreement, the Delaware General Corporation Law (the "DGCL") and the Alabama Business and Nonprofit Entity Code (the "Alabama Entities Code"), on the Effective Date of the Merger (as hereinafter defined), NCC-AL shall be merged with and into NCC-DE (the "Merger"), the separate existence of NCC-AL shall cease and NCC-DE shall survive the Merger and shall continue to be governed by the laws of the State of Delaware. NCC-DE is hereinafter sometimes referred to as the "Surviving Corporation." On the Effective Date of the Merger (as hereinafter defined), the name of the Surviving Corporation shall be National Commerce Corporation. The address of the principal place of business of the Surviving Corporation shall be 813 Shades Creek Parkway, Suite 100, Birmingham, Alabama 35209.

1.2 Filing and Effectiveness. Subject to applicable law, the Merger shall become effective when the following actions shall have been completed:

(a) This Agreement shall have been adopted by the sole stockholder of NCC-DE and by the shareholders of NCC-AL in accordance with the requirements of the DGCL and the Alabama Entities Code, respectively;

(b) All of the conditions precedent to the consummation of the Merger specified in this Agreement shall have been satisfied or duly waived by the party entitled to satisfaction thereof;

(c) An executed Certificate of Merger meeting the requirements of the DGCL shall have been filed with the Department of State of the State of Delaware; and

(d) Executed Articles of Merger meeting the requirements of the Alabama Entities Code shall have been filed with the Secretary of State of the State of Alabama.

The date and time when the Merger shall become effective, as aforesaid, is herein referred to as the "Effective Date of the Merger."

1.3 Effect of the Merger. On the Effective Date of the Merger, the separate existence of NCC-AL shall cease, and NCC-DE, as the Surviving Corporation, (i) shall continue

to possess all of its assets, rights, powers and property as constituted immediately prior to the Effective Date of the Merger; (ii) shall be subject to all actions previously taken by its and NCC-AL's Board of Directors; (iii) shall succeed, without other transfer or assignment, to all of the assets, rights, powers and property of NCC-AL in the manner more fully set forth in Section 259 of the DGCL and Section 10A-2-11.06 of the Alabama Entities Code; (iv) shall continue to be subject to all of its debts, liabilities and obligations as constituted immediately prior to the Effective Date of the Merger; and (v) shall succeed, without other transfer or assignment, to all of the debts, liabilities and obligations of NCC-AL in the same manner as if NCC-DE had itself incurred them, all as more fully provided under the applicable provisions of the DGCL and the Alabama Entities Code. It is intended that the Merger shall qualify as a reorganization within the definition of Section 368(a)(1)(F) of the Internal Revenue Code of 1986, as amended.

ARTICLE 2

CHARTER DOCUMENTS, DIRECTORS AND OFFICERS

2.1 Certificate of Incorporation. The Certificate of Incorporation of NCC-DE as in effect immediately prior to the Effective Date of the Merger shall continue in full force and effect as the Certificate of Incorporation of the Surviving Corporation until duly amended in accordance with the provisions thereof and applicable law.

2.2 Bylaws. The Bylaws of NCC-DE as in effect immediately prior to the Effective Date of the Merger shall continue in full force and effect as the Bylaws of the Surviving Corporation until duly amended in accordance with the provisions thereof and applicable law.

2.3 Directors and Officers. The directors and officers of NCC-DE immediately prior to the Effective Date of the Merger shall be the directors and officers of the Surviving Corporation until their respective successors have been duly elected and qualified or until as otherwise provided by law or the Certificate of Incorporation or Bylaws of the Surviving Corporation.

ARTICLE 3

MANNER OF CONVERSION OF SHARES

3.1 NCC-AL Common Stock.

(a) Upon the Effective Date of the Merger:

(i) each share (excluding fractional shares) of NCC-AL Voting Common Stock outstanding immediately prior thereto (including treasury shares), other than Dissenting Shares (as hereinafter defined) shall, by virtue of the Merger and without any action by the Constituent Corporations, any holder of such shares or any other person, be converted into and exchanged for one (1) fully paid and nonassessable share (excluding fractional shares) of Surviving Corporation Common Stock;

(ii) each outstanding and unexercised option or other right to purchase or receive, or security convertible into, NCC-AL Voting Common Stock shall become an option

or right to purchase or receive, or a security convertible into, Surviving Corporation Common Stock on the basis of one (1) share (excluding fractional shares) of Surviving Corporation Common Stock for each share (excluding fractional shares) of NCC-AL Voting Common Stock issuable pursuant to any such option, stock purchase right or convertible security, on the same terms and conditions and at an exercise or conversion price per share equal to the exercise price applicable to any such option, stock purchase right or convertible security at the Effective Date of the Merger; and

(iii) the Surviving Corporation shall assume and continue any and all stock option, stock incentive and other equity-based award plans heretofore adopted by NCC-AL (individually, an "Equity Plan" and, collectively, the "Equity Plans") and shall reserve for issuance under each Equity Plan a number of shares of Surviving Corporation Common Stock equal to the number of shares of NCC-AL Alabama Voting Common Stock so reserved immediately prior to the Effective Date of the Merger. Each unexercised option or other right to purchase NCC-AL Alabama Voting Common Stock granted under and by virtue of any such Equity Plan which is outstanding immediately prior to the Effective Date of the Merger shall, upon the Effective Date of the Merger, become an option or right to purchase Surviving Corporation Common Stock on the basis of one (1) share of Surviving Corporation Common Stock (excluding fractional shares) for each share of NCC-AL Alabama Voting Common Stock (excluding fractional shares) issuable pursuant to any such stock purchase right, and otherwise on the same terms and conditions and at an exercise or conversion price per share equal to the exercise or conversion price per share applicable to any such NCC-AL option or stock purchase right. Each other equity-based award relating to NCC-AL Alabama Voting Common Stock granted or awarded under any of the Equity Plans which is outstanding immediately prior to the Effective Date of the Merger shall, upon the Effective Date of the Merger, become an award relating to Surviving Corporation Common Stock on the basis of one (1) share of Surviving Corporation Common Stock (excluding fractional shares) for each share of NCC-AL Alabama Voting Common Stock (excluding fractional shares) to which such award relates and otherwise on the same terms and conditions applicable to such award immediately prior to the Effective Date of the Merger.

(b) Notwithstanding anything to the contrary set forth in this Agreement, all shares (including fractional shares) of NCC-AL Voting Common Stock that are issued and outstanding immediately prior to the Effective Date of the Merger and that are held by shareholders of NCC-AL who shall have neither voted in favor of the adoption of this Agreement nor consented thereto in writing and who shall have properly and validly exercised their statutory rights of appraisal in respect of such shares of NCC-AL Voting Common Stock in accordance with Section 10A-2-13.21 of the Alabama Entities Code (collectively, the "Dissenting Shares"), shall not be converted into, or represent the right to receive, shares of Surviving Corporation Common Stock. Such shareholders of NCC-AL shall be entitled to receive payment of the fair value of such Dissenting Shares in accordance with the provisions of Chapter 2, Article 13 of the Alabama Entities Code; *provided, however*, that all Dissenting Shares held by shareholders of NCC-AL who shall have failed to perfect or who shall have effectively withdrawn or lost their rights to appraisal of such Dissenting Shares shall thereupon be deemed to have converted into the right to receive shares of Surviving Corporation Common Stock as herein provided. NCC-AL shall give NCC-DE (i) prompt notice of any notices or

demands from NCC-AL shareholders wishing to exercise their statutory appraisal rights in respect of Dissenting Shares and (ii) the opportunity to direct all negotiations and proceedings with respect to such notices or demands under the Alabama Entities Code in respect of such Dissenting Shares.

(c) No fractional shares of Surviving Corporation Common Stock shall be issued in connection with the Merger. In lieu of the issuance of any fractional shares, each person holding a fraction of a share of NCC-AL Voting Common Stock shall receive in cash an amount equal to the book value of his fractional interest, which book value shall be determined as of the close of business on the last day of the month immediately preceding the Effective Date of the Merger and shall be derived from the consolidated financial statements of NCC-AL for such month.

3.2 NCC-DE Common Stock. Upon the Effective Date of the Merger, each share of NCC-DE Common Stock issued and outstanding immediately prior thereto shall, by virtue of the Merger and without any action by NCC-DE, the holder of such shares or any other person, be canceled and returned to the status of authorized but unissued shares.

3.3 Exchange of Certificates; Cash in Lieu of Fractional Shares; Book-Entry.

(a) After the Effective Date of the Merger, each holder of a certificate representing shares of NCC-AL Voting Common Stock outstanding immediately prior to the Effective Date of the Merger may, at such holder's option, surrender the same for cancellation to Broadridge Corporate Issuer Solutions, Inc., or such other entity as the Surviving Corporation so designates as exchange agent (the "Exchange Agent"), together with a duly completed and validly executed letter of transmittal and duly endorsed as the Exchange Agent may require, and shall promptly upon surrender thereof receive in exchange therefor the consideration described in Section 3.1(a) in one or more shares of Surviving Corporation Common Stock, which shall be in uncertificated book entry form; *provided, however, that* such shares representing Surviving Corporation Common Stock shall represent only whole shares of Surviving Corporation Common Stock. In lieu of any fractional shares to which such holder would otherwise be entitled, after combining any fractional interests of such holder into as many whole shares as is possible, the holder of such shares of NCC-AL Voting Common Stock shall be paid an amount of cash (without interest) as determined pursuant to Section 3.1(c). Until so surrendered, each certificate theretofore representing NCC-AL Voting Common Stock outstanding immediately prior to the Effective Date of the Merger shall be deemed for all purposes to represent the number of shares of Surviving Corporation Common Stock into which such shares of NCC-AL were converted in the Merger (excluding fractional shares) and which the holder of such certificate was otherwise entitled to receive pursuant to this Agreement.

(b) The registered owner on the books and records of the Surviving Corporation or the Exchange Agent of any shares of NCC-AL Voting Common Stock represented by such certificate shall, until such certificate shall have been surrendered for transfer or conversion or otherwise accounted for to the Surviving Corporation or the Exchange Agent, have and be entitled to exercise any voting and other rights with respect to, and to receive dividends and other distributions upon, the number of whole shares of Surviving Corporation

Common Stock represented by such outstanding certificate as provided above.

(c) At or prior to the Effective Date of the Merger, NCC-AL shall also deposit with the Exchange Agent, for the benefit of holders of NCC-AL Voting Common Stock, cash in an amount sufficient to make payments for fractional shares required pursuant to Section 3.1(c). As soon as practicable after the Effective Date of the Merger, the Surviving Corporation shall cause the Exchange Agent to send to each registered holder of any fractional shares of NCC-AL Voting Common Stock, after combining any fractional interests of such holder into as many whole shares as is possible, cash (without interest) in an amount determined pursuant to Section 3.1(c).

(d) Uncertificated book entry shares representing Surviving Corporation Common Stock issued in the Merger shall bear the same legends, if any, with respect to the restrictions on transferability that appeared on the certificates of NCC-AL so converted and given in exchange therefor, unless otherwise determined by the Board of Directors of the Surviving Corporation in compliance with applicable laws, or such additional legends as agreed upon by the holder and the Surviving Corporation.

(e) If any uncertificated book entry shares of Surviving Corporation Common Stock are to be issued in a name other than that in which the certificate surrendered in exchange therefor is registered, it shall be a condition of issuance thereof that the certificate so surrendered shall be properly endorsed and otherwise in proper form for transfer, that such transfer otherwise be proper and that the person requesting such transfer pay to the Exchange Agent any transfer or other taxes payable by reason of issuance of such uncertificated book entry shares in a name other than that of the registered holder of the certificate surrendered or establish to the satisfaction of the Surviving Corporation that such tax has been paid or is not payable.

(f) In the event that any certificate representing shares of NCC-AL Voting Common Stock shall have been lost, stolen or destroyed, the Exchange Agent shall issue in exchange for such lost, stolen or destroyed certificate, upon the making of an affidavit of that fact by the holder thereof, uncertificated book entry shares for the Surviving Corporation Common Stock in respect thereof; *provided, however*, that the Surviving Corporation may, in its discretion and as a condition precedent to the issuance of such uncertificated book entry shares, require the owners of such lost, stolen or destroyed certificates to deliver a bond in such sum as it may reasonably direct as indemnity against any claim that may be made against the Surviving Corporation or the Exchange Agent with respect to the certificates alleged to have been lost, stolen or destroyed.

(g) All funds deposited with the Exchange Agent (including any interest received with respect thereto) that remain undistributed to holders of NCC-AL Voting Common Stock for ninety (90) days after the Effective Date of the Merger in connection with the payment of cash in lieu of fractional shares shall be delivered to the Surviving Corporation, upon demand, and any person entitled to such cash shall thereafter look only to the Surviving Corporation for payment of its claim for any cash in lieu of fractional shares, without any interest thereon.

ARTICLE 4


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CONDITIONS

4.1 Conditions. The obligations of the Constituent Corporations to effect the Merger under this Agreement shall be conditioned upon the occurrence of the following events:

(a) This Agreement and the Merger shall have received the requisite approval of the shareholders of NCC-AL, and the number of Dissenting Shares, if any, shall be acceptable to NCC-AL and NCC-DE in their respective absolute and sole discretion;

(b) The parties shall have procured all approvals, authorizations and consents, including, but not limited to, all necessary consents, authorizations and approvals of regulatory authorities which, with respect to those from the regulatory authorities, shall not contain provisions which (i) impair or restrict the operations, or would have an adverse effect on the condition, of NCC-AL or NCC-DE, or (ii) render consummation of the Merger unduly burdensome or imprudent, in each case as determined in the respective sole and absolute discretion of NCC-AL and NCC-DE;

(c) Each outstanding share of NCC-AL Nonvoting Common Stock shall have converted into one share of NCC-AL Voting Common Stock pursuant to an agreement to be entered into between NCC-AL and the holder of all of the outstanding shares of NCC-AL Nonvoting Common Stock; and

(d) No action, suit or proceeding shall be pending or threatened before any court or quasi-judicial or administrative agency of any federal, state, local or foreign jurisdiction wherein an unfavorable judgment, order, decree, stipulation, injunction or charge would or could (i) prevent consummation of any of the transactions provided for in this Agreement, (ii) cause any of the transactions provided for in this Agreement to be rescinded following consummation or (iii) affect adversely the right after the Effective Date of the Merger of NCC-DE to own, operate or control substantially all of the assets and operations of National Bank of Commerce (and no such judgment, order, decree, stipulation, injunction or charge shall be in effect).

ARTICLE 5 **GENERAL PROVISIONS**

5.1 Covenants of NCC-DE. NCC-DE covenants and agrees that it will on or before the Effective Date of the Merger:

(a) Take such action as may be required to qualify to do business as a foreign corporation in the states in which NCC-AL is qualified to do business and, in connection therewith, irrevocably appoint an agent for service of process as required under the applicable provisions of the relevant state law;

(b) With the assistance and cooperation of NCC-AL, take all such action as may be required to obtain the approval of any and all state and federal banking or other regulatory authorities, including the Federal Reserve System, the Federal Deposit Insurance Corporation, the Office of the Comptroller of the Currency and the State of Alabama Banking

Department, as the case may be; and

(c) Take all such other actions as may be required by the DGCL and the Alabama Entities Code to effect the Merger.

5.2 Further Assurances. From time to time, as and when required by NCC-DE or by its successors or assigns, there shall be executed and delivered on behalf of NCC-AL such deeds and other instruments, and there shall be taken or caused to be taken by it such further and other actions, as shall be appropriate or necessary in order to vest or perfect in or confirm of record or otherwise by NCC-DE the title to and possession of all the property, interests, assets, rights, privileges, immunities, powers, franchises and authority of NCC-AL and otherwise to carry out the purposes of this Agreement, and the officers and directors of NCC-DE are fully authorized in the name and on behalf of NCC-AL or otherwise to take any and all such action and to execute and deliver any and all such deeds and other instruments.

5.3 Abandonment. At any time before the Effective Date of the Merger, this Agreement may be terminated and the Merger may be abandoned for any reason whatsoever by the Boards of Directors of the Constituent Corporations, notwithstanding the approval of this Agreement by the shareholders of NCC-AL or by the sole stockholder of NCC-DE, or by both.

5.4 Amendment. The Boards of Directors of the Constituent Corporations may amend this Agreement at any time prior to the Effective Date of the Merger, provided that an amendment made subsequent to applicable shareholder or stockholder approval shall not (i) alter or change the amount or kind of shares, securities or rights to be received in exchange for or on conversion of all or any of the shares of any class or series thereof of such Constituent Corporation; or (ii) alter or change any of the terms and conditions of this Agreement if such alteration or change would adversely affect the holders of any class or series of capital stock of either Constituent Corporation.

5.5 Registered Office. The registered office of the Surviving Corporation in the State of Delaware is located at Corporation Trust Center, 1209 Orange Street, Wilmington, Delaware 19801, and The Corporation Trust Company is the registered agent of the Surviving Corporation at such address.

5.6 Agreement. Executed copies of this Agreement will be on file at the principal place of business of the Surviving Corporation in Birmingham, Alabama, and copies thereof will be furnished to any shareholder of NCC-AL or to the sole stockholder of NCC-DE, upon request and without cost.

5.7 Governing Law. This Agreement shall in all respects be construed, interpreted and enforced in accordance with and governed by the laws of the State of Delaware and, so far as applicable, the merger and related provisions of the Alabama Entities Code.

5.8 Counterparts. In order to facilitate the filing and recording of this Agreement, the same may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which together shall constitute one and the same instrument.

[Signature page follows]



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IN WITNESS WHEREOF, this Agreement, having first been approved by the resolutions of the Boards of Directors of NCC-AL and NCC-DE, respectively, is hereby executed on behalf of each of such corporation by their respective duly authorized officers.

NATIONAL COMMERCE CORPORATION
(An Alabama Corporation)

Attest:

By: _____

Secretary

By: _____
John H. Holcomb, III
Chief Executive Officer

NATIONAL COMMERCE CORPORATION
(A Delaware Corporation)

Attest:

By: _____

Secretary

By: _____
Richard Murray, IV
President and Chief Operating Officer


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