

20061117001604070 1/12
Bk: LR200618 Pg:23316
Jefferson County, Alabama
I certify this instrument filed on
11/17/2006 09:53:52 AM MERG
Judge of Probate- Mark Gaines

ARTICLES OF MERGER

of
AMSOUTH BANK

into

REGIONS BANK

---FILED---		---EFFECTIVE---	
NOV 03 2006		NOV 04 2006	
TIME		TIME	
		12:05 AM	
SECRETARY OF STATE			

Pursuant to Sections 10-2B-11.01 and 10-2B-11.05 of the Alabama Business Corporation Act, as amended (the "ABCA"), and with the effect provided in Section 10-2B-11.06 of the ABCA, the undersigned entity adopts and delivers for filing the following Articles of Merger for the purpose of merging AmSouth Bank, a bank organized and existing under the laws of the State of Alabama ("AmSouth Bank"), with and into Regions Bank, a bank organized and existing under the laws of the State of Alabama ("Regions Bank"), with the surviving corporation named "Regions Bank" (the "Merger"):

FIRST: The laws of the State of Alabama permit the Merger.

SECOND: The Plan of Merger (the "Plan of Merger") attached hereto as Exhibit A was approved by the directors and sole shareholder of AmSouth Bank in the manner prescribed by the ABCA, and by the directors and the sole shareholder of Regions Bank in the manner prescribed by the ABCA.

THIRD: As to each of the parties to the Plan of Merger, the number and designation of shares of capital stock outstanding and entitled to vote as a class or otherwise on the Plan of Merger are as follows:

Name of Corporation	Number of Shares Outstanding	Shares Entitled to Vote as a Class	
		Designation of Class	Number of Shares
AmSouth Bank	10,000	Common	10,000
Regions Bank	21,546	Common	21,546

RECEIVED

NOV - 3 2006

SECRETARY
OF STATE

FOURTH: As to each of the parties to the Plan of Merger, the total number of shares voted for and against the Plan of Merger are as follows:

<u>Name of Corporation</u>	<u>Number of Shares</u>	
	<u>Voted For</u>	<u>Voted Against</u>
AmSouth Bank	10,000	0
Regions Bank	21,546	0

FIFTH: The Articles of Incorporation of AmSouth Bank are filed with the Judge of Probate, Walker County, Alabama and the Articles of Incorporation of Regions Bank are filed with the Judge of Probate, Jefferson County, Alabama.

SIXTH: The effective date and time of these Articles of Merger is November 4, 2006 at 12:05 a.m., Birmingham, Alabama time.

[Signature follows on next page.]

DATED as of the 3rd day of November, 2006.

REGIONS BANK

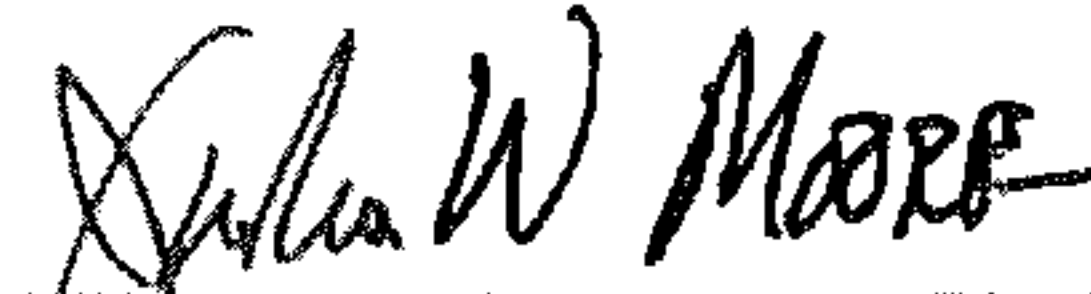
By: 
Jackson W. Moore
Its President

Exhibit A

Plan of Merger

PLAN OF MERGER

PLAN OF MERGER dated as of August 28, 2006 ("Plan of Merger"), by and between **REGIONS BANK** ("Regions Bank"), a bank organized and existing under the laws of the State of Alabama, and **AMSOUTH BANK** ("AmSouth Bank"), a bank organized and existing under the laws of the State of Alabama.

WHEREAS, Regions Financial Corporation ("Regions") and AmSouth Bancorportion ("AmSouth") entered into an Agreement and Plan of Merger, dated as of May 24, 2006 (the "Merger Agreement"), pursuant to which AmSouth will be merged with and into Regions (the "Initial Merger");

WHEREAS, Regions Bank is a wholly owned subsidiary of Regions and AmSouth Bank is a wholly owned subsidiary of AmSouth;

WHEREAS, on the terms and subject to the conditions in this Plan of Merger, the parties intend to effect the merger or other business combination (the "Merger") of AmSouth Bank with and into Regions Bank;

NOW, THEREFORE, in consideration of the promises and covenants contained herein, and other good and valuable consideration, Regions Bank and AmSouth Bank hereby make, adopt, and approve this Plan of Merger and prescribe the terms and conditions of this Plan of Merger and the mode and manner of affecting this Plan of Merger as follows:

ARTICLE 1 **TERMS OF THE MERGER**

1.1 Merger. Subject to the terms and conditions of this Plan of Merger, at the Effective Time (as defined herein), AmSouth Bank shall be merged into and with Regions Bank (the "Merger") as authorized by, in accordance with, and with the effect provided in the applicable provisions of the Code of Alabama 1975. Regions Bank shall be the surviving bank resulting from the Merger and shall continue to be governed by the laws of the State of Alabama.

1.2 Surviving Bank. The business of Regions Bank from and after the Effective Time shall continue to be that of a state bank organized and existing under the laws of the State of Alabama. The business shall be conducted from its main office and at its legally established branches, which shall also include the main office and all branches, whether in operation or approved but unopened, of AmSouth Bank at the Effective Time.

1.3 Assumption of Rights. At the Effective Time, the separate existence of the corporate organization of AmSouth Bank shall be merged into Regions Bank. Without limiting the generality of the foregoing, and subject thereto, at the Effective Time and thereafter, except as otherwise provided herein, all the right, privileges, immunities, and franchises, of a public as well as of a private nature, of AmSouth Bank, and all property, real, personal, and mixed, and all debts due on whatever account, and all other choses in action, and all and every other interest of

or belonging to or due to AmSouth Bank shall be taken and deemed to be transferred to and vested in Regions Bank without further act or deed; and the title to any real estate, or any interest therein, vested in AmSouth Bank shall not revert or be in any way impaired by reasons of the Merger. All rights, franchises, and interests of AmSouth Bank in and to every type of property (real, personal, and mixed) and all choses in action of AmSouth Bank shall be transferred to and vested in Regions Bank without any deed or other transfer. Regions Bank, upon consummation of 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 incompetent persons, and in every other fiduciary capacity, in the same manner and to the same extent as such rights, franchises, and interests were held or enjoyed by AmSouth Bank at the Effective Time.

1.4 Assumption of Liabilities. All liabilities and obligations of AmSouth Bank of every kind and description shall be assumed by Regions Bank, and Regions Bank shall be bound thereby in the same manner and to the same extent that AmSouth Bank was so bound at the Effective Time.

1.5 Savings Accounts and Deposits. All savings accounts and deposits of AmSouth Bank shall become savings accounts and deposits of Regions Bank, without change in their respective terms, maturity, minimum required balances or withdrawal value. As of the Effective Time, each savings account or deposit of AmSouth Bank shall be considered for interest purposes as a savings account or deposit of Regions Bank from the time said savings account or deposit was opened in AmSouth Bank and at all time thereafter until such account or deposit ceases to be a savings account or deposit of Regions Bank.

1.6 Articles of Incorporation. The Articles of Incorporation of Regions Bank in effect immediately prior to the Effective Time shall be the Articles of Incorporation of the surviving bank until otherwise amended or repealed.

1.7 Bylaws. The Bylaws of Regions Bank in effect immediately prior to the Effective Time shall be the Bylaws of the surviving bank unless and until otherwise amended or repealed.

ARTICLE 2

MANNER OF CONVERTING SHARES

At the Effective Time, by virtue of the Merger and without any action on the part of the holders thereof, the shares of the constituent banks shall be converted as follows:

(a) Each share of common stock of Regions Bank issued and outstanding immediately prior to the Effective Time shall remain issued and outstanding from and after the Effective Time.

(b) At the Effective Time, each issued and outstanding share of common stock of AmSouth Bank shall be automatically cancelled and retired and shall cease to exist.

ARTICLE 3
EFFECTIVENESS

3.1 **Conditions Precedent to Each Party's Obligation to Effect the Merger.** The respective obligations of each party to effect the Merger shall be subject to the following conditions: (i) that the Initial Merger shall have been consummated, (ii) all required approvals of regulatory agencies having jurisdiction over Regions Bank, AmSouth Bank, Regions and AmSouth have been received, and (iii) that no temporary restraining order, preliminary or permanent injunction or other order issued by the court of competent jurisdiction or other legal restraint or prohibition preventing the consummation of the Merger shall be in effect.

3.2 **Effective Time of the Merger.** The Merger and other transactions contemplated by the Plan of Merger shall become effective on the date and at the time the Articles of Merger reflecting the Merger shall become effective with the Secretary of State of the State of Alabama (the "Effective Time").

3.3 **Termination.** This Plan of Merger may be terminated at any time prior to the Effective Time by mutual consent of the Board of Directors of Regions Bank and the Board of Directors of AmSouth Bank.

3.4 **Closing.** The closing of the Merger will take place at a time and on a date to be specified by the parties (the "Closing Date"), at such place as is agreed by the parties hereto.

ARTICLE 4
COVENANTS

4.1 **Covenants.** During the period from the date of this Plan of Merger and continuing until the Effective Time, each of the parties hereto agrees to use all reasonable efforts to take, or cause to be taken, all actions and to do, or cause to be done, all things necessary, proper or advisable under applicable laws and regulations to consummate and make effective the transactions contemplated by this Plan of Merger.

ARTICLE 5
AMENDMENT AND WAIVER

5.1 **Amendment.** This Plan of Merger may be amended at any time prior to the Effective Time by the parties hereto, including an amendment providing that the transactions contemplated hereby shall be effected, all or in part, by way of a purchase and assumption transaction relating to branches and assets and liabilities of AmSouth Bank.

5.2 **Waiver.**

(a) Prior to or at the Effective Time, Regions Bank, acting through its Board of Directors or other authorized officer, shall have the right to waive any default in the performance of any term of this Plan of Merger by AmSouth Bank, to waive or extend the time for the compliance or fulfillment by AmSouth Bank of any and all of its obligations under this Plan of Merger, and to waive any or all of the conditions precedent to the obligations of Regions Bank under this Plan of Merger, except any condition which, if not satisfied, would result in the violation of any law. No such waiver shall be effective unless it is in writing and signed by a duly authorized officer of Regions Bank.

(b) Prior to or at the Effective Time, AmSouth Bank, acting through its Board of Directors or other authorized officer, shall have the right to waive any default in the performance of any term of this Plan of Merger by Regions Bank, to waive or extend the time for the compliance or fulfillment by Regions Bank of any and all of its obligations under this Plan of Merger, and to waive any or all of the conditions precedent to the obligations of AmSouth Bank under this Plan of Merger, except any condition which, if not satisfied, would result in the violation of any law. No such waiver shall be effective unless it is in writing and signed by a duly authorized officer of AmSouth Bank.

ARTICLE 6 MISCELLANEOUS

6.1 **Nonsurvival of Agreements.** None of the agreements in this Agreement or in any instruments delivered pursuant to this Plan of Merger shall survive the Effective Time.


6.2 **Counterparts.** This Plan of Merger may be executed in two or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument.

6.3 **Entire Agreement.** This Plan of Merger (including the documents and the instruments referred to herein) constitutes the entire agreement and supersedes all prior agreements and understandings, both written and oral, among the parties with respect to the subject matter hereof, other than the Merger Agreement.

6.4 **Binding Effect; Governing Law.** This Plan of Merger shall be binding upon and inure to the benefit of the parties hereto, and their respective stockholders, successors and assigns, and shall be governed by, and construed in accordance with, the laws of the State of Alabama.

IN WITNESS THEREOF, Regions Bank and AmSouth Bank have caused the Plan of Merger to be executed by their duly authorized officers and their bank seals to be hereunto affixed as of the date first above written.

REGIONS BANK

By: 
Name: Jackson W. Moore
Title: President

ATTEST:

By: 
Title: VP & General Counsel

AMSOUTH BANK

By: _____
Name: _____
Title: _____

ATTEST:

By: _____
Title: _____

IN WITNESS THEREOF, Regions Bank and AmSouth Bank have caused the Plan of Merger to be executed by their duly authorized officers and their bank seals to be hereunto affixed as of the date first above written.

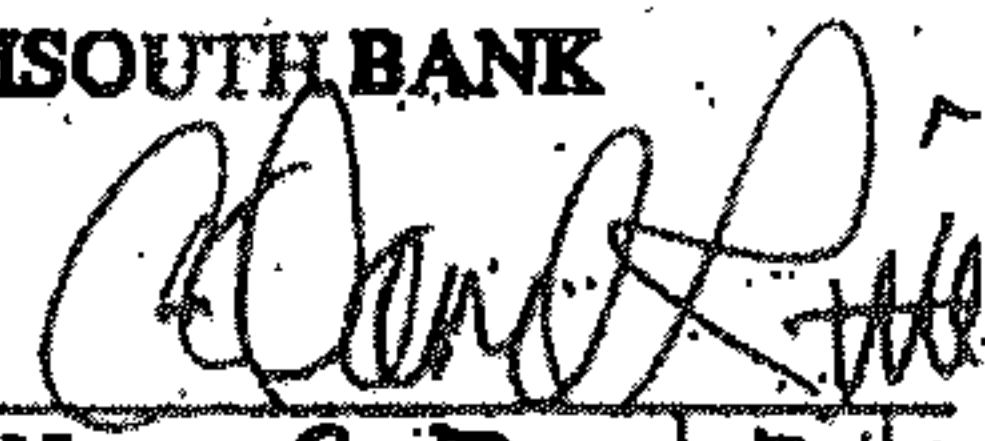
REGIONS BANK

By: _____
Name: _____
Title: _____


ATTEST:

By: _____
Title: _____

AMSOUTH BANK

By: 
Name: C. David Ritter
Title: President

ATTEST:

By: 
Title: Secretary

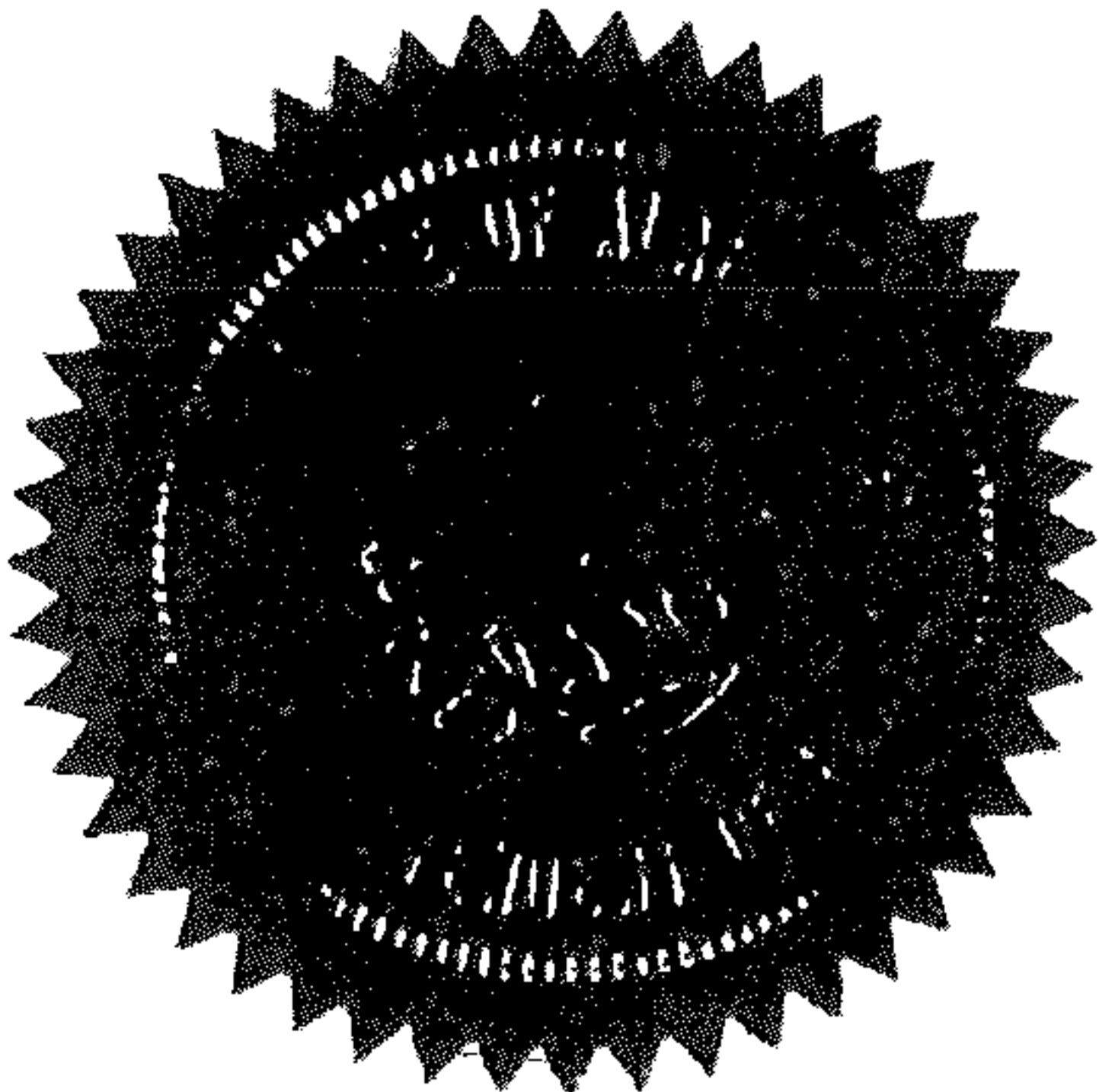
SUPERINTENDENT OF BANKS
STATE OF ALABAMA
MONTGOMERY, ALABAMA


CERTIFICATE OF APPROVAL OF BANK MERGER

WHEREAS, satisfactory evidence has been presented to the Superintendent of Banks of the State of Alabama, showing that all requisite legal and corporate actions have been taken by AmSouth Bank, Jasper, Walker County, Alabama with its principal place of business located in Birmingham, Alabama and Regions Bank, Birmingham, Jefferson County, Alabama, in accordance with Sections 10-2B-11.01; 10-2B-11.03; 10-2B-11.05; 5-7A-1; 5-7A-2 and 5-7A-3, Code of Alabama 1975, to merge those two banks in accordance with their Agreement and Plan of Merger dated August 28, 2006, the continuing bank to operate under the Articles of Incorporation of Regions Bank and title of Regions Bank; said merger is to become effective upon the filing of this Certificate of Approval and Articles of Merger with the Secretary of State of Alabama.

NOW, THEREFORE, IT IS HEREBY FOUND that the merger would be for the best interest of the institutions affected and IT IS HEREBY CERTIFIED that the entire proceedings of the merger are approved in all respects on this 18th day of September, 2006.

IN TESTIMONY WHEREOF, WITNESS my signature and the official seal of the Superintendent of Banks on this 18th day of September, 2006.




John D. Harrison
Superintendent of Banks

20061117001604070 12/12
Bk: LR200618 Pg:23316
Jefferson County, Alabama
11/17/2006 08:53:52 AM MERG
Fee - \$26.00

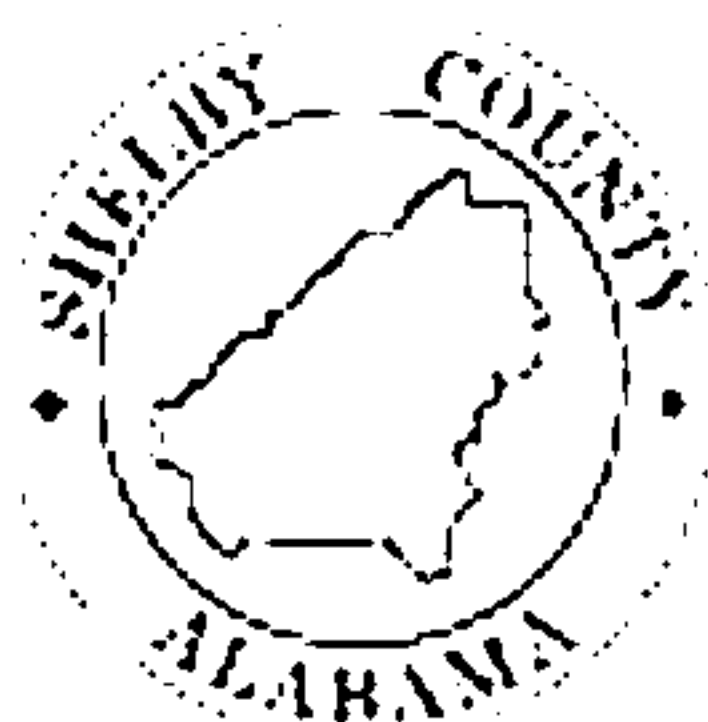
Total of Fees and Taxes-\$26.00
CRONANL

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 Nov 3, 2006

DATE Nov 16, 2006

[Signature]
Secretary of State



Filed and Recorded
Official Public Records
Judge of Probate, Shelby County Alabama, County
Clerk
Shelby County, AL
01/18/2024 08:29:25 AM
\$66.00 JOANN
20240118000012980

[Signature]