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Florida Department of State
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To: Division of Corporations
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MERGER OR SHARE EXCHANGE AMERIS BANK

Certificate of Status	0
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Page Count	08
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DR
12/23/13

EFFECTIVE DATE
12-23-13

ARTICLES OF MERGER
OF
PROSPERITY BANK
INTO
AMERIS BANK

FILED
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SECRETARY OF STATE
TALLAHASSEE, FLORIDA

Pursuant to the provisions of Section 607.1105 of the Florida Business Corporation Act (the "Act"), Ameris Bank, a Georgia state-chartered bank, and Prosperity Bank, a Florida banking corporation, do hereby adopt the following Articles of Merger:

FIRST: The names of the corporations which are parties to the merger (the "Merger") contemplated by these Articles of Merger are Ameris Bank and Prosperity Bank. The surviving corporation in the Merger is Ameris Bank.

SECOND: The Plan of Merger is set forth in the Bank Plan of Merger and Merger Agreement by and between Ameris Bank and Prosperity Bank dated as of May 21, 2013 (the "Merger Agreement"). A copy of the Merger Agreement is attached hereto and made a part hereof by reference as if fully set forth herein.

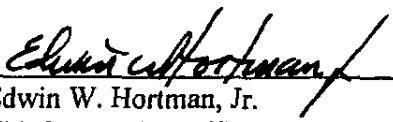
THIRD: The Merger shall become effective at 12:01 a.m. EST on December 23, 2013 in accordance with the provisions of Section 607.1105(b) of the Act.

FOURTH: The Merger Agreement was adopted by the board of directors of Ameris Bank on May 21, 2013 and by the sole shareholder of Prosperity Bank on April 26, 2013. Ameris Bank shareholder approval was not required.

[Signature page follows.]

IN WITNESS WHEREOF, the parties have caused these Articles of Merger to be executed effective as of December 20, 2013.

AMERIS BANK

By: 
Edwin W. Hortman, Jr.
Chief Executive Officer

PROSPERITY BANK

By: 
James E. Creamer, Jr.
President and Chief Executive Officer

Bank Plan of Merger and Merger Agreement

(See attached.)

BANK PLAN OF MERGER AND MERGER AGREEMENT

This Bank Plan of Merger and Merger Agreement (this "Agreement") is made and entered into as of the 21st day of May, 2013, by and between Ameris Bank, a Georgia state-chartered bank (the "Surviving Bank"), and Prosperity Bank, a Florida state-chartered bank (the "Merging Bank") (the Merging Bank and the Surviving Bank are hereinafter collectively referred to as the "Constituent Banks").

RECITALS

WHEREAS, Ameris Bancorp, a Georgia corporation and the sole shareholder of the Surviving Bank ("Ameris"), and The Prosperity Banking Company, a Florida corporation and the sole shareholder of the Merging Bank ("Prosperity"), have entered into that certain Agreement and Plan of Merger dated as of May 1, 2013 (the "Holding Company Agreement"), pursuant to which Prosperity would be merged with and into Ameris (the "Company Merger");

WHEREAS, the Boards of Directors of the Constituent Banks deem it advisable and for the benefit of the Constituent Banks that the Merging Bank merge with and into the Surviving Bank immediately upon, and subject to, the consummation of the Company Merger (the "Merger"); and

WHEREAS, the Financial Institutions Code of Georgia (the "Code") authorizes the merger of a bank organized under the Code and a bank having a different home state, subject to applicable provisions of the Code and the approval of such merger by the Department of Banking and Finance of the State of Georgia (the "Department");

NOW, THEREFORE, for and in consideration of the premises and other mutual agreements, covenants, representations and warranties contained herein, the parties hereto agree as follows:

I.

MERGER; EFFECTIVE TIME

1.1 Merger. At the Effective Time (as hereinafter defined), the Merging Bank shall be merged with and into the Surviving Bank, in accordance with the Code. The Surviving Bank shall survive the Merger, the separate existence of the Merging Bank shall cease and the Merger shall in all respects have the effect provided for in the applicable provisions of the Code.

1.2 Effective Time. Subject to the consummation of the Company Merger in accordance with the Holding Company Agreement, Articles of Merger evidencing the transactions contemplated herein shall be delivered to the Department for filing in accordance with the Code. The Merger shall be effective upon the issuance of a certificate of merger with respect thereto by the Secretary of State of the State of Georgia (the "Effective Time").

II.
NAME OF SURVIVING BANK; ARTICLES OF
INCORPORATION; BYLAWS; DIRECTORS; OFFICERS

2.1 Name of Surviving Bank. The name of the Surviving Bank shall be "Ameris Bank" or such other name as the Surviving Bank shall be operating under immediately prior to the Effective Time.

2.2 Articles of Incorporation of the Surviving Bank. The Articles of Incorporation of the Surviving Bank in effect at the Effective Time shall (until further amended) continue to be the Articles of Incorporation of the Surviving Bank.

2.3 Bylaws of the Surviving Bank. The Bylaws of the Surviving Bank in effect at the Effective Time shall (until further amended) continue to be the Bylaws of the Surviving Bank.

2.4 Directors of the Surviving Bank. At the Effective Time, the directors of the Merging Bank immediately prior thereto shall cease to hold office, and each director of the Surviving Bank immediately prior thereto shall remain a director of the Surviving Bank and shall thereafter hold such office for the remainder of his or her term of office and until his or her successor has been elected and qualified, or as otherwise provided in the Articles of Incorporation or the Bylaws of the Surviving Bank or by the Code.

2.5 Executive Officers of the Surviving Bank. At the Effective Time, the executive officers of the Merging Bank immediately prior thereto shall cease to hold office, and each executive officer of the Surviving Bank immediately prior thereto shall remain an executive officer of the Surviving Bank, and each of the foregoing shall thereafter hold such office for the remainder of his or her term of office and until his or her successor has been elected or appointed and qualified, or as otherwise provided in the Articles of Incorporation or the Bylaws of the Surviving Bank or by the Code.

III.
SECURITIES

The shares of the capital stock of the Constituent Banks shall be converted as follows:

3.1 Stock of the Surviving Bank. At the Effective Time, each share of the common stock of the Surviving Bank issued and outstanding immediately prior to the Effective Time shall remain outstanding, shall be unaffected by the consummation of the Merger and shall continue to be held by Ameris.

3.2 Stock of the Merging Bank. At the Effective Time, each share of the common stock of the Merging Bank issued and outstanding immediately prior to the Effective Time shall, by virtue of the Merger and without any action by the holder thereof, be extinguished.

IV.
GENERAL

4.1 Approval of Shareholders and the Department. This Agreement is subject to approval by the shareholders of the Constituent Banks and by the Department.

4.2 Necessary Action. The directors and officers of the Constituent Banks shall carry out and consummate this Agreement and shall have the power to adopt all resolutions, execute and file all documents and take all other actions that they may deem necessary or desirable for the purpose of effecting the merger of the Constituent Banks in accordance with this Agreement and the Code.

4.3 Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, and it shall not be necessary in making proof of this Agreement or the terms hereof to produce or account for more than one of such counterparts. Executed counterparts may be delivered by facsimile or other electronic transmission.

4.4 Termination. This Agreement may be terminated at any time prior to consummation of the transactions contemplated by the Holding Company Agreement by written consent of the parties hereto, and this Agreement shall be automatically terminated upon termination of the Holding Company Agreement.

[Remainder of page intentionally left blank; signature page follows.]

IN WITNESS WHEREOF, each of the parties to this Agreement has caused this Agreement to be signed and delivered by its duly authorized officers, as of the date first written above.

ATTEST:

AMERIS BANK

Cara P. Hines
Secretary Asst. Corporate Secretary

By: Elmer W. Portman
Its: Chief Executive Officer

[CORPORATE SEAL]

ATTEST:

PROSPERITY BANK

Secretary

By: _____
Its: _____

[CORPORATE SEAL]

IN WITNESS WHEREOF, each of the parties to this Agreement has caused this Agreement to be signed and delivered by its duly authorized officers, as of the date first written above.

ATTEST:

AMERIS BANK

Secretary

By: _____
Its: _____

[CORPORATE SEAL]

ATTEST:

PROSPERITY BANK

Cheryl Reese
Secretary

By: Frank R. Baul
Its: Chairman of the Board

[CORPORATE SEAL]