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**MERGER OR SHARE EXCHANGE
AMERIS BANK**

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SECRETARY OF STATE
TALLAHASSEE, FLORIDA

**ARTICLES OF MERGER
OF
MERCHANTS AND SOUTHERN BANK
INTO
AMERIS BANK**

Pursuant to the provisions of Section 607.1105 of the Florida Business Corporation Act (the "Act"), Ameris Bank, a Georgia state-chartered bank, and Merchants and Southern Bank, a Florida state-chartered bank, 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 Merchants and Southern 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 Merchants and Southern Bank dated as of February 24, 2015 (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 11:59 p.m. EDT on May 22, 2015 in accordance with the provisions of Section 607.1105(b) of the Act.

FOURTH: The Merger Agreement was adopted by the board of directors and the sole shareholder of Ameris Bank on February 23, 2015 and by the board of directors and the sole shareholder of Merchants and Southern Bank on February 20, 2015.

FIFTH: The Articles of Incorporation of Ameris Bank shall serve as the Articles of Incorporation of the surviving corporation, until amended thereafter in accordance with applicable law.

SIXTH: The address of Ameris Bank is 24 Second Avenue SE, Moultrie, Georgia 31768.

SEVENTH: Ameris Bank is deemed to have appointed the Florida Secretary of State as its agent for service of process in a proceeding to enforce any obligation or the rights of dissenting shareholders of Merchants and Southern Bank.

EIGHTH: Ameris Bank has agreed to promptly pay to the dissenting shareholders of Merchants and Southern Bank the amount, if any to which they are entitled under Section 607.1302 of the Act.

[Signature page follows.]

5/22/2015 9:34:10 AM From: To: 8506176380(3/10)

IN WITNESS WHEREOF, the parties have caused these Articles of Merger to be executed effective as of this 22nd day of May, 2015.

AMERIS BANK

MERCHANTS AND SOUTHERN BANK

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

By: _____
G. T. Mallini
President

5/22/2015 9:34:10 AM From: To: 8506176380(4/10)

IN WITNESS WHEREOF, the parties have caused these Articles of Merger to be executed effective as of this 22 day of May, 2015.

AMERIS BANK

MERCHANTS AND SOUTHERN BANK

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

By: G. T. Mallini
G. T. Mallini
President

5/22/2015 9:34:10 AM From: To: 8506176380(5/10)

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 24th day of February, 2015, by and between Ameris Bank, a Georgia state-chartered bank (the "Surviving Bank"), and Merchants and Southern 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"), Merchants & Southern Banks of Florida, Incorporated, a Florida corporation and the sole shareholder of the Merging Bank ("Merchants"), and Dennis R. O'Neil, the sole shareholder of Merchants ("Seller"), have entered into that certain Stock Purchase Agreement dated as of January 28, 2015 (the "Stock Purchase Agreement"), pursuant to which Ameris would purchase from Seller all of the issued and outstanding capital stock of Merchants (the "Stock Purchase");

WHEREAS, contemporaneously with the execution hereof, Ameris and Merchants have entered into a Plan of Merger and Merger Agreement of even date herewith, pursuant to which Merchants would be merged with and into Ameris immediately upon, and subject to, the consummation of the Stock Purchase;

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 Stock Purchase (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. Articles of Merger evidencing the transactions contemplated herein shall be delivered to the Department for filing, subject to the consummation of the Stock Purchase in accordance with the terms and conditions of the Stock Purchase Agreement, pursuant to applicable provisions of the Code. The Merger shall be effective as of 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".

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 shareholder of the Merging Bank 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, including, without limitation, all applications and notices necessary to receive all regulatory approvals required for the consummation of the Merger, and take all other actions that they may deem necessary or desirable for the purpose of effecting the Merger 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 Stock Purchase Agreement by written consent of the parties hereto, and this Agreement shall be automatically terminated without further act or deed upon termination of the Stock Purchase Agreement.

4.5 Successors. This Agreement shall be binding on the successors of each Constituent Bank.

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

5/22/2015 9:34:10 AM From: To: 8506176380(9/10)

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.

AMERIS BANK

By: *Charles W. Horton*
Its: Chief Executive Officer

MERCHANTS AND SOUTHERN BANK

By: _____
Its: _____

5/22/2015 9:34:10 AM From: To: 8506176380(10/10)

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.

AMERIS BANK

By: _____
Its: _____

MERCHANTS AND SOUTHERN BANK

By: *G. J. Pullen*
Its: *President*