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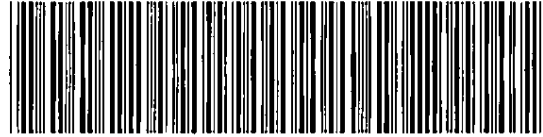
(Business Entity Name)

(Document Number)

Certified Copies _____ Certificates of Status _____

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EFFECTIVE DATE

10-31-2018

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SECRETARY OF STATE
FALL ADMINISTRATION

FILED

Merger

NOV 01 2018

LA BRITTON

TA



115 N CALHOUN ST., STE. 4
TALLAHASSEE, FL 32301
P: 866.625.0838
F: 866.625.0839
COGENCYGLOBAL.COM

Account#: 120000000088

Date: 10/31/2018

Name: Jennifer Bialowas

Reference #: 1008441

Entity Name: THE FIRST, A NATIONAL BANKING ASSOCIATION

- Articles of Incorporation/Authorization to Transact Business
- Amendment
- Change of Agent
- Reinstatement
- Conversion
- Merger
- Dissolution/Withdrawal
- Fictitious Name
- Other _____

Authorized Amount: 70.00

Signature:

EFFECTIVE DATE
10.31.2018!

**ARTICLES OF MERGER
OF
FARMERS & MERCHANTS BANK
WITH AND INTO
THE FIRST, A NATIONAL BANKING ASSOCIATION**

FILED
2018 OCT 31 AM 10:20
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

Pursuant to the provisions of the Florida Business Corporation Act (the "Act"). The First, A National Banking Association, and Farmers & Merchants Bank, a Florida banking corporation, do hereby adopt the following Articles of Merger for the purpose of merging Farmers & Merchants Bank with and into The First, A National Banking Association:

FIRST: The names of the corporations which are parties to the merger (the "Merger") contemplated by these Articles of Merger are The First, A National Banking Association ("The First") and Farmers & Merchants Bank. The surviving corporation in the Merger is The First.

SECOND: The plan of merger is set forth in the Bank Plan of Merger and Merger Agreement by and between The First and Farmers & Merchants Bank dated as of July 23, 2018 (the "Merger Agreement"). A copy of the Merger Agreement is attached hereto as Exhibit A and made a part hereof by reference as if fully set forth herein.

THIRD: The Merger shall become effective at 6:01 p.m., local time in Hattiesburg, Mississippi, on October 31, 2018 in accordance with the provisions of the Act.

FOURTH: The Merger Agreement was adopted by the sole shareholder of Farmers & Merchants Bank pursuant to the applicable provisions of the Act and the Florida Financial Institutions Codes on July 17, 2018. The Merger Agreement was adopted by the sole shareholder of The First on July 19, 2018.

FIFTH: The address of The First is 6480 U.S. Highway 98 West, Hattiesburg, MS 39404-5549.

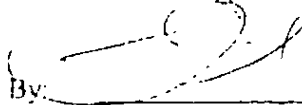
SIXTH: The First is deemed to have appointed the Secretary of State as its agent for service of process in a proceeding to enforce any obligation or the rights of dissenting shareholders of Farmers & Merchants Bank.

SEVENTH: The First has agreed to promptly pay to the dissenting shareholders of Farmers & Merchants Bank the amount, if any to which they are entitled under Section 607.1302 of the Act.

[Signature page follows]

IN WITNESS WHEREOF, the parties have caused these Articles of Merger to be executed as of this ____th day of October, 2018.

FARMERS & MERCHANTS BANK

By: 

Name: Ian C. Donkin
Title: President & CEO

THE FIRST, A NATIONAL ASSOCIATION

By: _____
Name: M. Ray Cole, Jr.
Title: President & CEO

IN WITNESS WHEREOF, the parties have caused these Articles of Merger to be executed as of this ____th day of October, 2018.

FARMERS & MERCHANTS BANK

By: _____
Name: Ian C. Donkin
Title: President & CEO

**THE FIRST, A NATIONAL BANKING
ASSOCIATION**

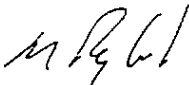
By:  _____
Name: M. Ray Cole, Jr.
Title: President & CEO

EXHIBIT A

**PLAN OF MERGER AND MERGER AGREEMENT
FARMERS & MERCHANTS BANK
with and into
THE FIRST, A NATIONAL ASSOCIATION
under the charter of
THE FIRST, A NATIONAL ASSOCIATION
under the title of
“THE FIRST, A NATIONAL ASSOCIATION”
 (“Resulting Bank”)**

THIS PLAN OF MERGER AND MERGER AGREEMENT (this “Agreement”) is made and entered into as of July 23, 2018, by and between The First, A National Banking Association (“The First”), a national banking association, with its main office located at 6480 U.S. Highway 98 West, Hattiesburg, MS 39404-5549, and Farmers & Merchants Bank, a Florida state-chartered bank, with its main office located at 200 East Washington Street, Monticello, FL 32344 (“FMB Bank”, together with The First, the “Banks”).

WHEREAS, at least a majority of the entire Board of Directors of The First has approved this Agreement and authorized its execution pursuant to the authority given by and in accordance with the provisions of The National Bank Act (the “Act”);

WHEREAS, at least a majority of the entire Board of Directors of FMB Bank has approved this Agreement and authorized its execution in accordance with Florida Statutes §658.42 and the Act;

WHEREAS, The First Bancshares, Inc. (“FBMS”), which owns all of the outstanding shares of The First, and FMB Banking Corporation (“FMB”), which owns all of the outstanding shares of FMB Bank, have entered into an Agreement and Plan of Merger (the “Holding Company Agreement”) which, among other things, contemplates the merger of FMB with and into FBMS, all subject to the terms and conditions of such Holding Company Agreement (the “Holding Company Merger”)

WHEREAS, FBMS, as the sole shareholder of The First, and FMB, as the sole shareholder of FMB Bank, have approved this Agreement; and

WHEREAS, each of the Banks is entering into this Agreement to provide for the merger of FMB Bank with and into The First, with The First being the surviving company of such merger transaction (the “Bank Merger”) subject to, and as soon as practicable following, the closing of the Holding Company Merger.

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

SECTION 1

Subject to the terms and conditions of this Agreement, at the Effective Time (as defined below) and pursuant to the Act, FMB Bank shall be merged with and into The First. The First shall continue its existence as the surviving company and Resulting Bank under the charter of the Resulting Bank and the separate corporate existence of FMB Bank shall cease. The closing of the Bank Merger shall become effective at the time specified in the certificate of merger issued by the Office of the Comptroller of the Currency (the "OCC") in connection with the Bank Merger (such time when the Bank Merger becomes effective, the "Effective Time").

SECTION 2

The name of the Resulting Bank shall be "The First, N.A." or such other name as such bank may adopt prior to the Effective Time. The Resulting Bank will exercise trust powers.

SECTION 3

The business of the Resulting Bank from and after the Effective Time shall be that of a national banking association. The business of the Resulting Bank shall be conducted from its main office which shall be located at 6480 U.S. Highway 98 West, Hattiesburg, MS 39404-5549, as well as at its legally established branches and at the banking offices of FMB Bank that are acquired in the Bank Merger (which such banking offices are set forth on Exhibit A to this Agreement and shall continue to conduct operations after the closing of the Bank Merger as branch offices of The First). The savings accounts of the Resulting Bank will be issued by the Resulting Bank in accordance with the Act.

SECTION 4

At the Effective Time, the amount of issued and outstanding capital stock of the Resulting Bank shall be the amount of capital stock of The First issued and outstanding immediately prior to Effective Time. Preferred stock shall not be issued by the Resulting Bank.

SECTION 5

All assets of FMB Bank and the Resulting Bank, as they exist at the Effective Time, shall pass to and vest in the Resulting Bank without any conveyance or other transfer; and the Resulting Bank shall be considered the same business and corporate entity as each constituent bank with all the rights, powers and duties of each constituent bank and the Resulting Bank shall be responsible for all the liabilities of every kind and description, of each of FMB Bank and the Resulting Bank existing as of the Effective Time, all in accordance with the provisions of the Act.

SECTION 6

The First and FMB Bank shall contribute to the Resulting Bank acceptable assets having a book value, over and above liability to its creditors, in such amounts as set forth on the books of The First and FMB Bank at the Effective Time.

SECTION 7

At the Effective Time, each outstanding share of common stock of FMB Bank shall be cancelled with no consideration being paid therefor.

Outstanding certificates representing shares of the common stock of FMB Bank shall, at the Effective Time, be cancelled.

SECTION 8

Upon the Effective Time, the then outstanding shares of The First's common stock shall continue to remain outstanding shares of The First's common stock, all of which shall continue to be owned by FBMS.

SECTION 9

The directors of the Resulting Bank following the Effective Time shall consist of those directors of The First as of the Effective Time, who shall serve until their respective successors are duly elected or appointed and qualified or until their earlier death, resignation or removal. The executive officers of the Resulting Bank following the Effective Time shall consist of those executive officers of The First as of the Effective Time, who shall serve until their respective successors are duly elected or appointed and qualified or until their earlier death, resignation or removal.

SECTION 10

This Agreement is also subject to the following terms and conditions:

- a) The Holding Company Merger shall have closed and become effective.
- b) The OCC shall have approved this Agreement and the Bank Merger and shall have issued all other necessary authorizations and approvals for the Bank Merger, and any statutory waiting period shall have expired.
- c) The Bank Merger may be abandoned at the election of The First at any time, whether before or after filings are made for regulatory approval of the Bank Merger.

SECTION 11

Each of the Banks hereby invites and authorizes the OCC to examine each of the Bank's records in connection with the Bank Merger.

SECTION 12

Effective as of the Effective Time, the articles of association and bylaws of the Resulting Bank shall consist of the articles of association and bylaws of the Resulting Bank as in effect immediately prior to the Effective Time.

SECTION 13

This Agreement shall terminate if and at the time of any termination of the Holding Company Agreement.

SECTION 14

This Agreement embodies the entire agreement and understanding of the Banks with respect to the transactions contemplated hereby, and supersedes all other prior commitments, arrangements or understandings, both oral and written, among the Banks with respect to the subject matter hereof.

The provisions of this Agreement are intended to be interpreted and construed in a manner so as to make such provisions valid, binding and enforceable. In the event that any provision of this Agreement is determined to be partially or wholly invalid, illegal or unenforceable, then such provision shall be deemed to be modified or restricted to the extent necessary to make such provision valid, binding and enforceable, or, if such provision cannot be modified or restricted in a manner so as to make such provision valid, binding and enforceable, then such provision shall be deemed to be excised from this Agreement and the validity, binding effect and enforceability of the remaining provisions of this Agreement shall not be affected or impaired in any manner.

No waiver, amendment, modification or change of any provision of this Agreement shall be effective unless and until made in writing and signed by the Banks. No waiver, forbearance or failure by any Bank of its rights to enforce any provision of this Agreement shall constitute a waiver or estoppel of such Bank's right to enforce any other provision of this Agreement or a continuing waiver by such Bank of compliance with any provision hereof.

Except to the extent federal law is applicable, this Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Mississippi without regard to principles of conflicts of laws.

This Agreement will be binding upon, inure to the benefit of, and be enforceable by, the Banks' respective successors and permitted assigns. Unless otherwise expressly stated herein, this Agreement shall not benefit or create any right of action in or on behalf of any person or entity other than the Banks.

This Agreement may be executed in counterparts (including by facsimile or optically-scanned electronic mail attachment), each of which shall be deemed to be original, but all of which together shall constitute one and the same instrument.

[Signatures on Following Page]

IN WITNESS WHEREOF, FMB Bank and The First have entered into this Agreement as of the date first set forth above.

FARMERS & MERCHANTS BANK

By: 

Name: Ian C. Donkin

Title: President & Chief Executive Officer

THE FIRST, A NATIONAL ASSOCIATION

By: _____

Name:

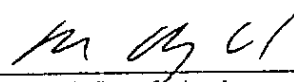
Title:

IN WITNESS WHEREOF, FMB Bank and The First have entered into this Agreement as of the date first set forth above.

FARMERS & MERCHANTS BANK

By: _____
Name: Ian C. Donkin
Title: President & Chief Executive Officer

THE FIRST, A NATIONAL ASSOCIATION

By:  _____
Name: M. Ray Cole, Jr.
Title: President and Chief Executive Officer