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**MERGER OR SHARE EXCHANGE
AMERIS BANCORP INC.**

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SECRETARY OF STATE
TALLAHASSEE, FLORIDA

**ARTICLES OF MERGER
OF
MERCHANTS & SOUTHERN BANKS OF FLORIDA, INCORPORATED
INTO
AMERIS BANCORP INC.
(a/k/a Ameris Bancorp)**

Pursuant to the provisions of Section 607.1105 of the Florida Business Corporation Act (the "Act"), Ameris Bancorp Inc. (a/k/a Ameris Bancorp) ("Ameris"), a Georgia corporation, and Merchants & Southern Banks of Florida, Incorporated, a Florida corporation ("Merchants"), do hereby adopt the following Articles of Merger:

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

SECOND: The Plan of Merger is set forth in the Agreement and Plan of Merger by and between Ameris and Merchants dated as of February 24, 2015. A copy of the Agreement and Plan of Merger is attached hereto and made a part hereof by reference as if fully set forth herein.

THIRD: The Merger shall become effective at 11:58 p.m. EDT on May 22, 2015 in accordance with the provisions of Section 607.1105(b) of the Act.

FOURTH: The Agreement and Plan of Merger was adopted by the board of directors of Ameris on February 23, 2015 and by the board of directors and the sole shareholder of Merchants on February 20, 2015. Ameris shareholder approval was not required.

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

SIXTH: The address of Ameris is 310 First Street SE, Moultrie, Georgia 31768.

SEVENTH: Ameris 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.

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


[Signature page follows.]

5/22/2015 9:39:08 AM From: To: 8506176380(3/10)

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

AMERIS BANCORP

**MERCHANTS & SOUTHERN BANKS OF
FLORIDA, INCORPORATED**

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

By: _____
G. T. Mallini
President

5/22/2015 9:39:08 AM From: To: 8506176380(4/10)

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

AMERIS BANCORP

**MERCHANTS & SOUTHERN BANKS OF
FLORIDA, INCORPORATED**

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

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

5/22/2015 9:39:08 AM From: To: 8506176380(5/10)

Agreement and Plan of Merger

(See attached.)

PLAN OF MERGER AND MERGER AGREEMENT

This 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 Bancorp, a Georgia corporation (the "Surviving Company"), and Merchants & Southern Banks of Florida, Incorporated, a Florida corporation (the "Merging Company") (the Merging Company and the Surviving Company are hereinafter collectively referred to as the "Constituent Companies").

RECITALS

WHEREAS, the Surviving Company, the Merging Company and Dennis R. O'Neil, the sole shareholder of the Merging Company ("Seller"), have entered into that certain Stock Purchase Agreement dated as of January 28, 2015 (the "Stock Purchase Agreement"), pursuant to which the Surviving Company would purchase from Seller all of the issued and outstanding capital stock of the Merging Company (the "Stock Purchase"); and

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

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 Company shall be merged with and into the Surviving Company, in accordance with the Georgia Business Corporation Code (the "GBCC") and the Florida Business Corporation Act (the "FBCA"). The Surviving Company shall survive the Merger, the separate existence of the Merging Company shall cease and the Merger shall in all respects have the effect provided for in the applicable provisions of the GBCC and the FBCA.

1.2 **Effective Time**. Articles of Merger evidencing the transactions contemplated herein shall be delivered to the Department of State of the State of Florida and the Secretary of State of the State of Georgia 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 FBCA and the GBCC. The Merger shall become effective at such time as the last of the Articles of Merger are so filed or such other time as may be specified in such Articles of Merger (the "Effective Time").

II.

NAME OF SURVIVING COMPANY; ARTICLES OF INCORPORATION; BYLAWS; DIRECTORS; OFFICERS

2.1 **Name of Surviving Company**. The name of the Surviving Company shall be "Ameris Bancorp".

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

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

2.4 Directors of the Surviving Company. At the Effective Time, the directors of the Merging Company immediately prior thereto shall cease to hold office, and each director of the Surviving Company immediately prior thereto shall remain a director of the Surviving Company 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 Company or by the GBCC.

2.5 Executive Officers of the Surviving Company. At the Effective Time, the executive officers of the Merging Company immediately prior thereto shall cease to hold office, and each executive officer of the Surviving Company immediately prior thereto shall remain an executive officer of the Surviving Company, 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 Company or by the GBCC.

III. SECURITIES

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

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

3.2 Stock of the Merging Company. At the Effective Time, each share of the common stock of the Merging Company 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. This Agreement is subject to approval by the shareholders of the Merging Company.

4.2 Necessary Action. The directors and officers of the Constituent Companies 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, the GBCC and the FBCA.

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 Company.

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

5/22/2015 9:39:08 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 BANCORP

By: *Edmund J. Hartman*
Its: President & CEO

**MERCHANTS & SOUTHERN BANKS
OF FLORIDA, INCORPORATED**

By: _____
Its: _____

5/22/2015 9:39:08 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 BANCORP

By: _____
Its: _____

**MERCHANTS & SOUTHERN BANKS
OF FLORIDA, INCORPORATED**

By: J. C. Mullins
Its: President