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MERGER OR SHARE EXCHANGE

BankTrust

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Help

Merger
Thurs
6-30-08

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2008 JUN 30 PM 12:00

SECRETARY OF STATE
TALLAHASSEE, FLORIDA

**ARTICLES OF MERGER
OF
BANKTRUST,
SANTA ROSA BEACH, FLORIDA
WITH AND INTO
BANKTRUST,
MOBILE, ALABAMA**

The undersigned corporations, BankTrust, Santa Rosa Beach, Florida ("BankTrust-FL"), and BankTrust, Mobile, Alabama ("BankTrust-AL"), file these Articles of Merger and certify that:

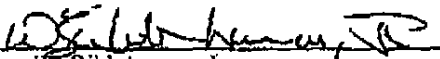
1. BankTrust-FL, a Florida banking corporation, is hereby merged with and into BankTrust-AL, an Alabama banking corporation, pursuant to an Agreement and Plan of Merger dated as of June 9, 2008 (the "Agreement"), a copy of which is attached hereto, and in accordance with the provisions of the Florida Business Corporation Act and the Alabama Business Corporation Act.
2. The surviving corporation is BankTrust-AL, an Alabama banking corporation.
3. The merger shall be effective at 12:00 p.m. Central Daylight Time on June 30, 2008.
4. The Agreement was approved by BankTrust-AL's Board of Directors on April 24, 2008, and by the sole shareholder of BankTrust-AL on April 23, 2008.
5. The Agreement was approved by BankTrust-FL's Board of Directors on April 17, 2008, and by the sole shareholder of BankTrust-FL on April 23, 2008.

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IN WITNESS WHEREOF, BankTrust-AL and BankTrust-FL have caused these Articles of Merger to be executed in their respective corporate names and on their behalf by the undersigned officers.

DATED: 6-30-08

BANKTRUST,
MOBILE, ALABAMA



By: W. Bibb Lamar, Jr.
Its: Chairman & Chief Executive Officer

DATED: 6-28-08

BANKTRUST,
SANTA ROSA BEACH, FLORIDA



By: Michael D. Fitzhugh
Its: President & Chief Executive Officer

ATTACHMENT TO ARTICLES OF MERGER

AGREEMENT AND PLAN OF MERGER

AGREEMENT AND PLAN OF MERGER

between

**BANKTRUST,
SANTA ROSA BEACH, FLORIDA**

and

**BANKTRUST,
MOBILE, ALABAMA**

THIS AGREEMENT AND PLAN OF MERGER ("Agreement") is dated as of the 9th day of June, 2008, between **BANKTRUST, SANTA ROSA BEACH, FLORIDA** ("BankTrust-FL"), a Florida state-chartered non-member banking corporation and wholly owned subsidiary of BancTrust Financial Group, Inc. ("BFG"), an Alabama corporation with its principal place of business in Mobile, Alabama, and **BANKTRUST, MOBILE, ALABAMA** ("BankTrust-AL"), an Alabama state-chartered non-member banking corporation and wholly owned subsidiary of BFG, and provides for the merger of BankTrust-FL with and into BankTrust-AL (the "Merger").

WHEREAS, BFG has determined that it would be desirable and the best interests of it and its bank subsidiaries to consolidate the operations of its bank subsidiaries by merging BankTrust-FL with and into BankTrust-AL; and

WHEREAS, for federal income tax purposes, it is intended that the Merger shall qualify as a "reorganization" within the meaning of Section 368(a) of the Internal Revenue Code; and

WHEREAS, the boards of directors of BankTrust-FL and BankTrust-AL have approved

the Merger and the terms of this Agreement and have authorized the execution thereof;

IT IS NOW, THEREFORE, AGREED, as follows:

1. NAME. The name of the bank resulting from the Merger shall be "BankTrust."
2. MERGER - TERMS AND CONDITIONS. The terms and conditions of the Merger are:

(a) Applicable Law. On the Effective Date, as defined in Section 5(h) hereof, BankTrust-FL shall be merged with and into BankTrust-AL (hereinafter referred to as the "Resulting Bank" whenever reference is made to it as of the time of the Merger or thereafter). The Merger shall be undertaken pursuant to the provisions of and with the effect provided in the Alabama Business Corporation Act and the Florida Business Corporation Act, as applicable. The offices and facilities of BankTrust-FL and BankTrust-AL shall become the offices and facilities of the Resulting Bank.

(b) Corporate Existence. On the Effective Date, the corporate existence of BankTrust-FL and BankTrust-AL, as provided by law, shall be merged into and continued in the Resulting Bank, and the Resulting Bank shall be deemed to be the same corporation as BankTrust-FL and BankTrust-AL. All rights, franchises, and interests of BankTrust-FL and BankTrust-AL, respectively, in and to every type of property (real, personal, and mixed) and choses in action shall be transferred to and vested in the Resulting Bank by virtue of the Merger without any deed or other transfer. The Resulting Bank, on the Effective Date, 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, transfer agent and registrar of stocks and bonds, guardian of estates, assignee, and receiver, and in every other fiduciary capacity and in every agency and capacity, in the same manner and to the same extent as such rights, franchises, and interests were held or enjoyed by BankTrust-FL and BankTrust-AL, respectively, on the Effective Date.

(c) Liabilities. Except as may be otherwise provided for herein, on the Effective Date, the Resulting Bank shall be liable for all liabilities of BankTrust-FL and of BankTrust-AL, and all deposits, debts, liabilities, obligations, and contracts of BankTrust-FL and BankTrust-AL, respectively, matured and unmatured, whether accrued, absolute, contingent or otherwise, and whether or not reflected or reserved against on balance sheets, books of account or records of BankTrust-FL or BankTrust-AL, and such liabilities shall be those of the Resulting Bank and shall not be released or impaired by the Merger; and all rights of creditors and other obligees and all liens on property of either BankTrust-FL or BankTrust-AL shall be preserved unimpaired.

3. CONVERSION OF SHARES.

(a) Conversion of BankTrust-FL Stock. On the Effective Date, each share of BankTrust-FL common stock outstanding shall be canceled.

(b) BankTrust-AL Stock. The shares of common stock of BankTrust-AL issued and outstanding immediately before the Effective Date (all of which are held by BFG) shall continue to be issued and outstanding shares of the Resulting Bank.

4. ARTICLES OF INCORPORATION AND BYLAWS. On the Effective Date, the articles of incorporation and bylaws of the Resulting Bank shall be the articles of incorporation and bylaws of BankTrust-AL as they exist immediately before the Effective Date.

5. ADDITIONAL TERMS OF MERGER.

(a) Resulting Bank's Officers and Board. The board of directors and the officers of the Resulting Bank on the Effective Date shall consist of those persons serving in such capacities of BankTrust-AL immediately before the Effective Date.

(b) Shareholder Approval. This Agreement shall be submitted to BFG, as the sole shareholder of both BankTrust-FL and BankTrust-AL, as promptly as practicable consistent with the satisfaction of the conditions set forth in the Agreement.

(c) Conditions to the Obligations of BankTrust-AL and BankTrust-FL. The consummation of this Agreement is conditioned on (i) notification to or approval of all appropriate regulatory authorities, including the expiration of any mandatory waiting periods, and (ii) approval of the shareholder of BankTrust-FL and BankTrust-AL.

(d) Termination. This Agreement may be terminated at any time prior to the Effective Date whether before or after action thereon by the shareholder of BankTrust-FL and BankTrust-AL for any reason and, in addition, by the mutual consent of the respective boards of directors of BankTrust-FL and BankTrust-AL. In the event of the termination and abandonment of this Agreement pursuant to the provisions of this Section, the same shall be of no further force or effect and there shall be no liability by reason of this Agreement or the termination thereof on the part of BankTrust-FL or BankTrust-AL, or their respective directors, officers, employees, agents, or stockholders.

(e) Further Acts. If, at any time after the Effective Date, the Resulting Bank shall consider or be advised that any further assignments or assurances in law or any other acts are necessary or desirable (i) to vest, perfect, confirm, or record, in the Resulting Bank, title to and possession of any property or right of BankTrust-FL or BankTrust-AL, acquired as a result of the Merger, or (ii) otherwise to carry out the purposes of this Agreement, BankTrust-FL and BankTrust-AL and their respective officers and directors shall execute and deliver all such proper deeds, assignments, and assurances in law and do all acts necessary or proper to vest, perfect, or confirm title to, and possession of, such property or rights in the Resulting Bank and otherwise to carry out the purposes of this Agreement; and the proper officers and directors of the Resulting Bank are fully authorized in the name of BankTrust-FL or BankTrust-AL, or otherwise, to take any and all such action.

(f) Trust Powers. The Resulting Bank shall have trust powers.

(g) Counterparts. This Agreement may be executed in a number of identical counterparts, each of which for all purposes is deemed an original, and all of which shall constitute collectively one (1) agreement.

(h) Closing Date and Effective Date. The "Closing Date" shall occur on such date upon which BankTrust-FL and BankTrust-AL may mutually agree as soon as practicable after the conditions precedent to the obligations to consummate under Section 5(c) hereof are satisfied. Subject to the terms of all requirements of law and the conditions specified in this Agreement, the Merger shall become effective on the date the articles of merger are filed with the Secretary of State of the State of Alabama or as otherwise specified therein (such time being herein called the "Effective Date").

(i) Entire Agreement. This Agreement contains the entire agreement between the parties hereto with respect to the matters described herein. This Agreement may be amended, modified, or supplemented only by an instrument in writing executed by the party against which enforcement of the amendment, modification, or supplement is sought.

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IN WITNESS WHEREOF, BankTrust-FL and BankTrust-AL have caused this Agreement to be executed by their duly authorized officers as of the date above first written.

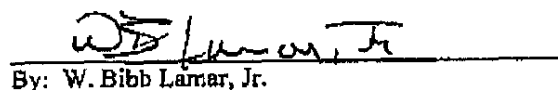
**BANKTRUST,
SANTA ROSA BEACH, FLORIDA**

 ✓

By: Michael D. Fitzhugh

Its: President & Chief Executive Officer

**BANKTRUST,
MOBILE, ALABAMA**



By: W. Bibb Lamar, Jr.

Its: Chairman & Chief Executive Officer