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MERGER OR SHARE EXCHANGE
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ARTICLES OF MERGER
OF
UNITED LEGACY BANK
WITH AND INTO
NATIONAL BANK OF COMMERCE

PO1000116809

Pursuant to the provisions of the Florida Business Corporation Act (the "Florida Act") and the National Bank Act, National Bank of Commerce, a national banking association, and United Legacy Bank, a Florida banking corporation, do hereby adopt the following Articles of Merger for the purpose of merging United Legacy Bank with and into National Bank of Commerce:

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

SECOND: The Plan of Merger is set forth in the Plan of Merger and Merger Agreement by and between National Bank of Commerce and United Legacy Bank dated as of June 19, 2014 (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 5:00 p.m., Eastern Time, on February 28, 2015, in accordance with the provisions of the Florida Act and the National Bank Act.

FOURTH: The Merger Agreement was adopted by the sole shareholder of United Legacy Bank pursuant to the applicable provisions of the Florida Act and the Florida Financial Institutions Codes on April 6, 2014. The Merger Agreement was adopted by the sole shareholder of National Bank of Commerce on June 19, 2014, pursuant to the applicable provisions of the National Bank Act.

FIFTH: The address of National Bank of Commerce is 813 Shades Creek Parkway, Suite 100, Birmingham, Alabama 35209.

SIXTH: National Bank of Commerce 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 United Legacy Bank.

SEVENTH: National Bank of Commerce has agreed to promptly pay to the dissenting shareholders of United Legacy Bank the amount, if any, to which they are entitled under Section 607.1302 of the Florida Act.

[Signature page follows]


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IN WITNESS WHEREOF, the parties have caused these Articles of Merger to be executed by a duly authorized officer.

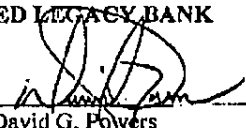
NATIONAL BANK OF COMMERCE

By:


Richard Murray, IV
President and Chief Executive Officer

UNITED LEGACY BANK

By:


David G. Powers
President and Chief Executive Officer

25/2015 14:35:19 From: To: 8506176380

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EXHIBIT A

MERGER AGREEMENT

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PLAN OF MERGER AND MERGER AGREEMENT

**UNITED LEGACY BANK
with and into
NATIONAL BANK OF COMMERCE
under the charter of
NATIONAL BANK OF COMMERCE
under the title of
"NATIONAL BANK OF COMMERCE"**

THIS PLAN OF MERGER AND MERGER AGREEMENT (this "**Agreement**") is made this 19th day of June, 2014, between National Bank of Commerce (hereinafter referred to as "**NBC**"), a national banking association, with its main office located at 813 Shades Creek Parkway, Suite 100, Birmingham, Alabama 35209; and United Legacy Bank (hereinafter referred to as "**United Legacy Bank**" and, together with NBC, the "**Banks**"), a Florida banking corporation, with its main office located at 425 U. S. Highway 17-92 South, Longwood, Florida 32750.

WHEREAS, at least a majority of the entire Board of Directors of NBC 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 United Legacy Bank has approved this Agreement and authorized its execution in accordance with Florida Statutes §658.41 and the Act;

WHEREAS, National Commerce Corporation, which owns all of the outstanding shares of NBC, and United Group Banking Company of Florida, Inc., which owns all of the outstanding shares of United Legacy Bank, have entered into an Agreement and Plan of Merger (the "**Plan of Merger**") which, among other things, contemplates the merger of United Group Banking Company of Florida, Inc. with and into National Commerce Corporation, all subject to the terms and conditions of such Plan of Merger (the "**BHC Merger**"); and

WHEREAS, each of the Banks is entering this Agreement to provide for the merger of United Legacy Bank with and into NBC, with NBC being the surviving association of such merger transaction (such surviving association is hereinafter referred to as the "**Resulting Bank**") subject to, and as soon as practicable following, the closing of the BHC 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 and the closing of the BHC Merger, at the Effective Time (as defined below) and pursuant to the Act, United Legacy Bank shall be merged with and into NBC (the "Merger"). Upon consummation of the Merger, NBC shall continue its existence as the surviving association and Resulting Bank under the charter of NBC as in effect immediately prior to the Effective Time, and the separate corporate existence of United Legacy Bank shall cease. The closing of the 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 Merger (such time when the Merger becomes effective, the "Effective Time").

SECTION 2

The name of the Resulting Bank shall be "National Bank of Commerce." The Resulting Bank will not exercise trust powers as of the Effective Time.

SECTION 3

The business of the Resulting Bank shall be that of a national banking association. This business initially shall be conducted by the Resulting Bank at its main office, which shall be located at 813 Shades Creek Parkway, Suite 100, Birmingham, Alabama 35209, as well as all of the banking offices of NBC and the banking offices of United Legacy Bank that are acquired in the 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 Merger as branch offices of the Resulting Bank). The savings accounts of the Resulting Bank will be issued by the Resulting Bank in accordance with the Act.

SECTION 4

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

SECTION 5

All assets of United Legacy Bank and NBC, 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 United Legacy Bank and NBC existing as of the Effective Time, all in accordance with the provisions of the Act.

SECTION 6

NBC and United Legacy 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 NBC and United Legacy Bank at the Effective Time.

SECTION 7

Upon the Effective Time, each outstanding share of capital stock of United Legacy Bank and all outstanding certificates representing such shares shall be cancelled with no consideration being paid therefor.

SECTION 8

Upon the Effective Time, the then-outstanding shares of common stock of NBC shall continue to remain outstanding shares of common stock of the Resulting Bank, all of which shall continue to be owned by National Commerce Corporation.

SECTION 9

NBC shall take any and all steps required under its Articles of Association and Bylaws to increase the size of the NBC board of directors as of the consummation of the BHC Merger and to appoint the United Legacy Bank Designee (as defined in the Plan of Merger), effective as of the consummation of the BHC Merger, to fill such vacancy. Thereafter, NBC or the Resulting Bank, as the case may be, shall include the United Legacy Bank Designee in its recommended slate of nominees for election as a director at each of its first and second annual meetings of stockholders following the consummation of the BHC Merger. Nothing in this Section 9 shall require NBC or the Resulting Bank to elect, vote in favor of, appoint, nominate or recommend the United Legacy Bank Designee for election to the board of directors of NBC or the Resulting Bank, as the case may be, if he or she shall become the subject of a Disqualification (as defined in the Plan of Merger). The directors of the Resulting Bank following the Effective Time shall consist of those directors of NBC as of the Effective Time (including the United Legacy Bank Designee), 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 NBC 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 has been approved by National Commerce Corporation, which owns all of the outstanding shares of NBC, and by United Group Banking Company of Florida, Inc., which owns all of the outstanding shares of United Legacy Bank.

SECTION 11

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

- (a) The BHC Merger shall have closed and become effective; and
- (b) The OCC shall have approved this Agreement and the Merger and shall have issued all other necessary authorizations and approvals for the Merger, and any statutory waiting period shall have expired.

SECTION 12

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

SECTION 13

Upon the Effective Time, the Articles of Association and Bylaws of the Resulting Bank shall consist of the Articles of Association and Bylaws of NBC as in effect immediately prior to the Effective Time.

SECTION 14

This Agreement shall terminate automatically and immediately upon any termination of the Plan of Merger prior to the Effective Time.

SECTION 15

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 hereto, this Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Delaware 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.

[Signature page follows.]

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IN WITNESS WHEREOF, the undersigned have signed this Plan of Merger and Merger Agreement effective as of the date and year first set forth above.

NATIONAL BANK OF COMMERCE

By: [Signature]

Its: Vice Chairman & CFO

UNITED LEGACY BANK

By: [Signature]

Its: President & CEO

EXHIBIT A

BANKING OFFICES OF THE RESULTING BANK¹

Main Office

813 Shades Creek Parkway, Suite 100
Birmingham, AL 35209

Branches

English Village Branch
1919 Cahaba Road
Birmingham, AL 35223

Inverness Branch
5 Inverness Center Parkway
Birmingham, AL 35242

Fairhope Branch
457 Magnolia Avenue
Fairhope, AL 36532

Gulf Shores Branch
1544 West 2nd Street, Suite 114
Gulf Shores, AL 36542

Huntsville Branch
415 Meridian Street
Huntsville, AL 35801

Madison Branch
8153 Highway 72 West
Madison, AL 35758

Opelika Branch
2443 Enterprise Drive
Opelika, AL 36801

Vero Beach Branch
2145 Indian River Boulevard, Suite A
Vero Beach, FL 32960

Kissimmee Korner's Branch
1631 N. John Young Parkway
Kissimmee, FL 34741

Longwood Branch
425 Highway 17-92 South
Longwood, FL 32750

Oviedo Branch
997 West Broadway Street
Oviedo, FL 32765

Winter Park Branch
401 South Semoran Boulevard
Winter Park, FL 32792

College Park Branch
3822 Edgewater Drive
Orlando, FL 32804

Winter Park Village Branch
1250 Lee Road
Winter Park, FL 32789

¹ Updated as of February 27, 2015, to reflect the opening of the Vero Beach branch of National Bank of Commerce and the Winter Park Village Branch of United Legacy Bank.