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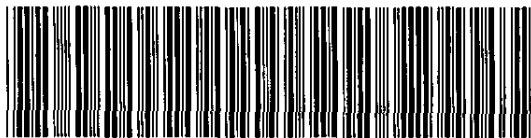
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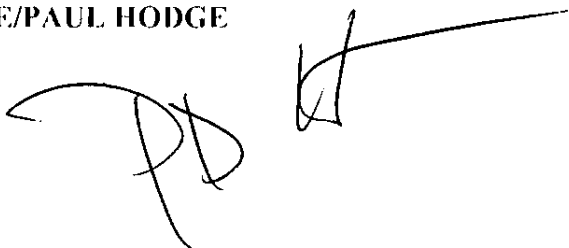
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ARTICLES OF MERGER

of

**PROBANK,
a Florida state-chartered bank**

with and into

**AMERICAN COMMERCE BANK, N.A.,
a national banking association**

Attached hereto as Exhibit A and by reference made a part hereof is the Agreement to Merge of ProBank, a Florida state-chartered bank, with and into American Commerce Bank, N.A., a national banking association (the "*Plan of Merger*"), duly approved and adopted by ProBank in accordance with Chapter 607, Florida Statutes and by American Commerce Bank, N.A. in accordance with applicable law.

ARTICLE ONE

The entities that are merging are American Commerce Bank, N.A., a national banking association, and ProBank, a Florida state-chartered bank. The surviving entity is American Commerce Bank, N.A.

ARTICLE TWO

The address of the principal office of American Commerce Bank, N.A. is 400 US Highway, 27 Bypass, Bremen, Georgia 30110.

ARTICLE THREE

The Plan of Merger was duly approved by the sole shareholder of ProBank on February 17, 2015, and the sole shareholder of American Commerce Bank, N.A. on February 17, 2015. Appraisal rights do not apply to this merger.

ARTICLE FOUR

These Articles of Merger, and the merger effected hereby, shall be effective at 5:00 p.m., Eastern Time, on May 29, 2015.

IN WITNESS WHEREOF, the undersigned banks have executed these Articles of Merger
this 29th day of May, 2015.

AMERICAN COMMERCE BANK, N.A.

By: 
Name: Larry R. Mathews
Title: President

PROBANK

By: _____
Name: Stephen R. Winn
Title: President

IN WITNESS WHEREOF, the undersigned banks have executed these Articles of Merger
this 29th day of May, 2015.

AMERICAN COMMERCE BANK, N.A.

By: _____
Name: Larry R. Mathews
Title: President

PROBANK


By:  _____
Name: Stephen R. Winn
Title: President

Exhibit A

**Plan of Merger
(see attached)**

AGREEMENT TO MERGE

between

PROBANK

and

AMERICAN COMMERCE BANK, NATIONAL ASSOCIATION

under the charter of

AMERICAN COMMERCE BANK, NATIONAL ASSOCIATION

This AGREEMENT TO MERGE (this "Agreement") is made and entered into as of the 20th day of February, 2015 between PROBANK, a Florida state-chartered bank, being headquartered at 536 N. Monroe Street, city of Tallahassee, county of Leon, in the State of Florida, and AMERICAN COMMERCE BANK, NATIONAL ASSOCIATION, (hereinafter referred to as "American Commerce Bank"), a national banking association organized under the laws of the United States, being headquartered at 400 US Highway, 27 Bypass, city of Bremen, county of Haralson, in the State of Georgia.

WHEREAS, ProFinancial Holdings, Inc. ("ProFinancial"), the parent company of ProBank, and American Commerce Bancshares, Inc. ("American Commerce"), the parent Company of American Commerce Bank, have entered into a Stock Purchase Agreement, dated February 20, 2015 (as such agreement may be subsequently amended or modified, the "Stock Purchase Agreement"), providing for the acquisition of 100% of the capital stock of ProBank by American Commerce from ProFinancial (the "Transaction");

WHEREAS, in connection with the Stock Purchase Agreement, this Agreement provides for the merger of ProBank into American Commerce Bank (the "Bank Merger"), promptly following the consummation of the Transaction;

WHEREAS, more than a majority of each of the respective boards of directors of ProBank and American Commerce Bank approved this Agreement and the transactions contemplated hereby, including the Bank Merger;

NOW, THEREFORE, ProBank and American Commerce Bank hereby agree as follows:

Section 1.

ProBank shall be merged into American Commerce Bank under the charter of the latter. American Commerce Bank shall be the receiving entity of the Bank Merger and shall continue its existence as a national banking association following the consummation of the Bank Merger (the "Surviving Association"). Upon consummation of the Bank Merger, the separate existence of ProBank shall cease.

Section 2.

The name of the Surviving Association shall be American Commerce Bank, National Association.

Section 3.

The business of the Surviving Association shall be that of a national banking association. This business shall be conducted by the Surviving Association at its main office which shall be located at 400 US Highway, 27 Bypass, Bremen, Georgia 30110, and at its legally established branches.

Section 4.

The amount of the capital stock that the Surviving Association shall be authorized to issue shall be 10,000,000 shares of common stock, \$5.00 par value per share, and at the time the Bank Merger shall become effective, the Surviving Association shall have 4,073,460 shares outstanding.

Section 5.

All assets of ProBank and American Commerce Bank as they exist at the effective time of the Bank Merger shall pass to and vest in the Surviving Association without any conveyance or other transfer. The Surviving Association shall be responsible for all of the liabilities of every kind and description existing as of the effective time of the Bank Merger.

Section 6.

Each share of capital stock of American Commerce Bank, par value \$5.00 per share, which is issued and outstanding immediately prior to the Bank Merger shall be unchanged and shall remain issued and outstanding and the holders of it shall retain their present rights.

Each share of capital stock of ProBank, par value \$5.00 per share, which is issued and outstanding immediately prior to the Bank Merger shall cease to exist and the certificates for such shares shall, as promptly as practicable thereafter, be cancelled and no payments made in consideration therefor.

Section 7.

Neither of the banks shall declare nor pay any dividend to its shareholders between the date of the agreement and the time at which the Bank Merger shall become effective, nor dispose of any of its assets in any other manner, except in the normal course of business and for adequate value.

Section 8.

The initial board of directors of the Surviving Bank will be comprised of those individuals serving as members of the board of directors of Buyer Bank immediately prior to the effective time of the Bank Merger. The initial officers of the Surviving Bank will be comprised of those individuals serving as officers of Buyer Bank immediately prior to the Effective Date.

Section 9.

Effective as of the effective time of the Bank Merger as specified in the merger approval to be issued by the Comptroller of the Currency, the Articles of Association and Bylaws of the Surviving Association shall be the present Articles of Association and Bylaws of American Commerce Bank, each as in effect immediately prior to the Bank Merger.

Section 10.

This Agreement shall terminate immediately and automatically without any further action on the part of ProBank or American Commerce Bank or any other person upon the termination of the Stock Purchase Agreement.

Section 11.

This Agreement shall be ratified and confirmed by the written consent of American Commerce as the sole shareholder of American Commerce Bank, and by the written consent of ProFinancial as the sole shareholder of ProBank, as required by applicable law; and the Bank Merger shall become effective at the time specified in a merger approval issued by the Comptroller of the Currency of the United States.

Section 13

The respective obligations of ProBank and American Commerce Bank under this Agreement shall be conditioned upon the prior consummation of the Transaction.

This Agreement may be executed in one or more counterparts, each of which shall be considered one and the same agreement and each of which shall be deemed an original.

SIGNATURE PAGE FOLLOWS

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to Merge to be executed and delivered by their officers thereunto duly authorized, and have caused this Agreement to Merge to be dated as of the date and year first above written.

AMERICAN COMMERCE BANK, NATIONAL ASSOCIATION

By: 
Larry R. Mathews, President

PROBANK

By: _____
Stephen R. Winn, President

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to Merge to be executed and delivered by their officers thereunto duly authorized, and have caused this Agreement to Merge to be dated as of the date and year first above written.

AMERICAN COMMERCE BANK, NATIONAL ASSOCIATION

By: _____
Larry R. Mathews, President

PROBANK

By: SRW
Stephen R. Winn, President