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Merge

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2018 MAR 30 PM 3:47

18 MAR 30 AM 10:02

CT Corp.

3458 Lakeshore Drive, Tallahassee, FL 32312
850-656-4724

Date: 3/30/2018

Acc#I20160000072



Name:	Sunshine Community Bank
Document #:	
Order #:	10907959

Certified Copy of Arts & Amend:	<input type="checkbox"/>		
Plain Copy:	<input type="checkbox"/>		
Certificate of Good Standing:	<input type="checkbox"/>		
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Apostille/Notarial Certification:	<input type="checkbox"/>	Country of Destination:	
		Number of Certs:	

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Amount: \$ 78.75

Thank you!

18 MAR 30 AM 10:01

**ARTICLES OF MERGER
OF
SUNSHINE COMMUNITY BANK
WITH AND INTO
THE FIRST, A NATIONAL BANKING ASSOCIATION**

Pursuant to the provisions of Section 607.1105 of the Florida Business Corporation Act (the "Act"), The First, A National Banking Association, and Sunshine Community Bank, a Florida banking corporation, do hereby adopt the following Articles of Merger for the purpose of merging Sunshine Community 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 Sunshine Community 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 Sunshine Community Bank dated as of December 6, 2017 (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 12:02 a.m., local time in Hattiesburg, Mississippi, on April 1, 2018 in accordance with the provisions of the Act.

FOURTH: The Merger Agreement was adopted by the sole shareholder of Sunshine Community Bank pursuant to the applicable provisions of the Act and the Florida Financial Institutions Codes on December 6, 2017. The Merger Agreement was adopted by the sole shareholder of The First on March 30, 2018.

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

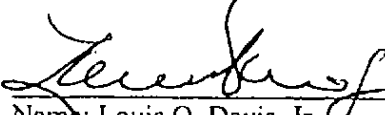
SIXTH: The First is deemed to have appointed the Secretary of State as its agent for service of process in a proceeding to enforce any obligation or the rights of dissenting shareholders of Sunshine Community Bank.

SEVENTH: The First has agreed to promptly pay to the dissenting shareholders of Sunshine Community 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 30th day of March, 2018.

SUNSHINE COMMUNITY BANK

By: 
Name: Louis O. Davis, Jr.
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 30th day of March, 2018.

SUNSHINE COMMUNITY BANK

By: _____
Name: Louis O. Davis, Jr.
Title: President & CEO

THE FIRST, A NATIONAL ASSOCIATION


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

EXHIBIT A

**PLAN OF MERGER AND MERGER AGREEMENT
SUNSHINE COMMUNITY 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 December 6, 2017, 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 Sunshine Community Bank, a Florida state-chartered bank, with its main office located at 1400 East Park Avenue Tallahassee, FL 32301 ("Sunshine Community 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 Sunshine Community 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 Sunshine Financial, Inc. ("SSNF"), which owns all of the outstanding shares of Sunshine Community Bank, have entered into an Agreement and Plan of Merger (the "Holding Company Agreement") which, among other things, contemplates the merger of SSNF 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 SSNF, as the sole shareholder of Sunshine Community Bank, have approved this Agreement; and

WHEREAS, each of the Banks is entering into this Agreement to provide for the merger of Sunshine Community 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, Sunshine Community 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 Sunshine Community 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 Sunshine Community 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 Sunshine Community 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 Sunshine Community 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 Sunshine Community 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 Sunshine Community Bank at the Effective Time.

SECTION 7

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

Outstanding certificates representing shares of the common stock of Sunshine Community 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.

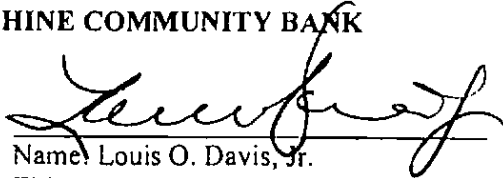
This Agreement may be executed in counterparts (including by facsimile or optically-scanned electronic mail attachment), each of which shall be deemed to be original, but all of which together shall constitute one and the same instrument.

[Signatures on Following Page]

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

SUNSHINE COMMUNITY BANK

By: _____



Name: Louis O. Davis, Jr.

Title: President and Chief Executive Officer

THE FIRST, A NATIONAL ASSOCIATION

By: _____

Name: _____

Title: _____

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

SUNSHINE COMMUNITY BANK

By: _____

Name: Louis O. Davis, Jr.

Title: President and Chief Executive Officer

THE FIRST, A NATIONAL ASSOCIATION

By: _____

Name: M. Ray Cole, Jr.

Title: President and Chief Executive Officer

Exhibit A
Banking Offices of the Resulting Bank

Branch Name	Branch Address
1400 East Park	1400 East Park Avenue, Leon County, Tallahassee, FL 32301
Tallahassee Branch	3266 Mahan Drive, Leon County, Tallahassee, FL, 32308
Thomasville Road Branch	3534 Thomasville Road, Suite A, Leon County, Tallahassee, FL 32309
Publix Lake Ella Plaza Branch	1700 North Monroe Street #10, Leon County, Tallahassee, FL 32301
Coolidge Court Branch	3641 Coolidge Court, Leon County, Tallahassee, FL 32311

FINANCIAL SERVICES COMMISSION OFFICE OF FINANCIAL REGULATION

Whereas, satisfactory evidence of compliance with all the requirements of the Laws of the State of Florida has been presented to this office. I, Drew J. Breakspear, As Commissioner of the Office of Financial Regulation, under and by virtue of the authority vested in me by the statutes of the State of Florida, Do Hereby Authorize:

SUNSHINE COMMUNITY BANK

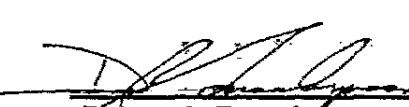
TALLAHASSEE, FLORIDA

TO TRANSACT A GENERAL BANKING BUSINESS

1220

Charter Number

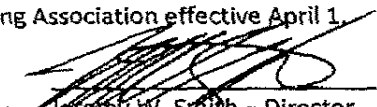
Signed and Sealed this 15th day of July 2016.


Drew J. Breakspear, Commissioner

Attest:


J. Martin Stubblefield, Director

Charter cancelled pursuant to Institution being merged into The First, a National Banking Association effective April 1, 2018.


Jeremy W. Smith - Director
OFR - DFI