

34-603

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STATE OF TENNESSEE
95 JUN -1 PM 2:49
RILEY DARNELL
SECRETARY OF STATE

STATE OF TENNESSEE
DEPARTMENT OF FINANCIAL INSTITUTIONS
CERTIFICATE OF MERGER

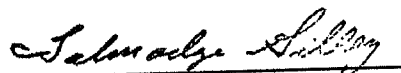
TO: Merger of the Picket County Bank and Trust Company, Byrdstown, Tennessee and the DeKalb County Bank & Trust Company, Alexandria, Tennessee, with and into the Citizens Bank, Cookeville, Tennessee.

WHEREAS, application was made to the Commissioner of Financial Institutions by the above named banks as required by Sections 45-2-1301 through 45-2-1306 of the Tennessee Code Annotated to merge the Picket County Bank and Trust Company, Byrdstown, Tennessee, and the DeKalb County Bank & Trust Company, Alexandria, Tennessee, with and into the Citizens Bank, Cookeville, Tennessee.

WHEREAS, a full investigation has been made, and it appears that the resulting state bank meets the requirements of state law as to the formation of a new state bank; the agreement and plan of merger provides an adequate capital structure including surplus, in relation to deposit liabilities of the resulting state bank and its other activities which are to continue or are to be undertaken; the agreement is fair; and the merger is not contrary to the public interest;

NOW, THEREFORE, all formalities having been complied with, I do by virtue of the authority vested in me, issue this Certificate of Merger to merge said banks and operate as the Citizens Bank, the charter of the Picket County Bank and Trust Company and DeKalb County Bank & Trust Company hereby being terminated, on the 1st day of June, 1995.

Given under my hand and seal of
office in Nashville, Tennessee this 1st
day of June, 1995.


Commissioner



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MERGER AGREEMENT

55 JUN -1 PM 2:49 Setting Forth the Plan of Merger

RILEY DARNELL
SECRETARY OF STATE

of

PICKETT COUNTY BANK AND TRUST COMPANY
(a Tennessee banking corporation)

and

DEKALB COUNTY BANK AND TRUST COMPANY
(a Tennessee banking corporation)

with and into

CITIZENS BANK, COOKEVILLE
(a Tennessee banking corporation)

THIS MERGER AGREEMENT ("Merger Agreement") is made and entered into as of the 10th day of February, 1995, by and between **UNION PLANTERS CORPORATION ("UPC")**, a corporation organized and existing under the laws of the State of Tennessee and having its principal offices at 7130 Goodlett Farms Parkway, Memphis, Shelby County, Tennessee 38018 and which is registered as a bank holding company under the Bank Holding Company Act of 1956, as amended; **PICKETT COUNTY BANK AND TRUST COMPANY ("Pickett")**, a banking corporation organized and existing under the laws of the State of Tennessee having its principal office located at Main Street, Byrdstown, Pickett County, Tennessee 38549, and a wholly-owned subsidiary of UPC; **CITIZENS BANK, COOKEVILLE ("CBC")**, a corporation organized and existing under the laws of the State of Tennessee and having its principal offices at 10 W. Broad Street, Cookeville, Putnam County, Tennessee 38501 and is a wholly-owned subsidiary of UPC; **SOUTHEASTERN BANCSHARES, INC. ("SBI")** a banking corporation organized and existing under the laws of the State of Tennessee and having its principal offices at Alexandria, Tennessee and which is registered as a bank holding company under the Bank Holding Company Act of 1956, and **DEKALB COUNTY BANK & TRUST COMPANY ("DeKalb")**, a banking corporation organized and existing under the laws of the State of Tennessee having its principal office located at Public Square, Alexandria, DeKalb County, Tennessee 37012, and a wholly owned subsidiary of SBI.

Preamble

WHEREAS, The Boards of Directors of UPC, Pickett, DeKalb, SBI and CBC, are each of the opinion that the interests of their respective institutions and their institutions' respective shareholders would best be served if Pickett and DeKalb were to be merged with and into CBC, which would survive the merger, on the terms and conditions provided in this Merger Agreement.

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NOW) THEREFORE, in consideration of the covenants and agreements of the Parties contained herein, the respective Boards of Directors of CBC, DeKalb, and Pickett hereby make, adopt and approve this Merger Agreement in order to set forth the terms and conditions for the merger of Pickett and DeKalb with and into CBC (the "Merger").

ARTICLE 1 DEFINITIONS

1.1 As used in this Merger Agreement and in any amendments hereto, the following terms shall have the following meanings respectively:

"BHCA" shall mean the Bank Holding Company Act of 1956, as amended.

"Continuing Bank" means the Merging Bank (as such term is defined in Section 45-2-1301 of the Tennessee Code), the Charter of which becomes the Charter of the Resulting Bank, CBC in the instant transaction.

"Effective Time of the Merger" shall mean the date and time at which the Merger becomes effective pursuant to the laws of the State of Tennessee as provided in Section 8.3 of this Merger Agreement.

"Common Stock" shall mean the \$5.00 par value common stock of CBC.

"FDIC" shall mean the Federal Deposit Insurance Corporation.

"Federal Reserve" shall mean the Board of Governors of the Federal Reserve System and those to which it has delegated certain authority including the Federal Reserve Bank of St. Louis.

"Merger" shall mean the merger of Pickett and DeKalb with and into CBC as provided in Section 3.1 of this Merger Agreement.

"Merger Agreement" shall mean this Merger Agreement providing the plan for merging Pickett and DeKalb with and into CBC, which would survive the Merger.

"Merging Banks" means DeKalb, CBC and Pickett, the parties to the Merger.

"Party" shall mean UPC, Pickett, CBC, SBI, or DeKalb, and "Parties" shall mean collectively UPC, Pickett, CBC, SBI, and DeKalb.

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"Regulatory Authorities" shall mean, collectively, the Federal Reserve, the FDIC, the TDFI and any other governmental or quasi-governmental entity which has, or may hereafter have jurisdiction over any of the transactions contemplated by this Merger Agreement.

"Resulting Bank" means the bank resulting from the consummation of the Merger, CBC in the instant transaction.

"TDFI" shall mean the Tennessee Department of Financial Institutions.

"Tennessee Code" shall mean the Tennessee Code Annotated, as amended.

"Tennessee Commissioner" shall mean the Commissioner of Financial Institutions of the State of Tennessee.

ARTICLE 2.

INFORMATION REQUIRED BY TENNESSEE CODE SECTION 45-2-1304

2.1 Information Concerning Merging Banks. The names of the three Merging Banks and the locations of the respective offices of each are as follows:

PICKETT COUNTY BANK & TRUST COMPANY

Main Office
 W. Main Street
 Byrdstown, Tennessee 37748

CITIZENS BANK, COOKEVILLE

Main Office
 10 West Broad Street
 Cookeville, TN 38503

322 Main Street
 Baxter, TN 38544

210 East Commercial Ave.
 Monterey, TN 38574

900 East 10th Street
 Cookeville, TN 38501

155 S. Jefferson Ave.
 Cookeville, TN 38501

167 W. Main St.
 Algood, TN 38506

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Willow Tree Shopping Center
South Willow Avenue
Cookeville, TN 38501

RILEY DARNELL
SECRETARY OF STATE
North Dixie Avenue
North Dixie and 8th St.
Cookeville, TN 38501

Perimeter Place
1255 East Spring Street
Cookeville, TN 38501

DEKALB COUNTY BANK & TRUST COMPANY

Main Office
Public Square
Alexandria, TN 37012

Dow and Main Streets
Celina, TN 38551

Highway 70
Dowelltown, TN 37059

West Broad Street
Smithville, TN

Short Mountain Street
Smithville, TN 37166

Congress Blvd. & East Broad Street (ATM)
Smithville, TN 37166

2.2 Information Concerning the Resulting Bank:

(A) Name. The name of the Resulting Bank shall be:
UNION PLANTERS BANK OF THE CUMBERLANDS

In connection with the Merger and prior to the Merger becoming effective, CBC will file Articles of Amendment to the Charter of CBC with the TDFI to change its name from CITIZENS BANK, COOKEVILLE to UNION PLANTERS BANK OF THE CUMBERLANDS to be effective immediately subsequent to the Effective Time of the Merger.

The banking offices of DeKalb, CBC and Pickett identified in Section 2.1 above shall continue to be the banking offices of the Resulting Bank and no additional offices are to be established at the Effective Time of the Merger incidental to consummation of the Merger.

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STATE OF TENNESSEE (B) Board of Directors. The names and residences of each director of the Resulting Bank to serve until the next meeting of stockholders at which directors are to be elected are as set forth on Exhibit A attached hereto.

RILEY DARNELL
SECRETARY OF STATE (C) Officers. The names and residences of each policy-making-level officer of the Resulting Bank are as set forth on Exhibit A attached hereto.

(D) Capitalization. The capital accounts of the Resulting Bank shall be approximately as follows:

Common Stock	\$ 2,025,000
Capital Surplus	11,924,000
Net unrealized loss -	
AFS Securities	(744,000)
Retained Earnings	4,600,000
Total Stockholders' Equity	\$17,805,000

The Resulting Bank shall have one class of equity securities consisting of 405,000 authorized shares of common stock having a par value of \$5.00 per share. Upon the Merger becoming effective, 405,000 shares of common stock will be issued and outstanding.

(E) No Preferred Shares. The Resulting Bank will have no class of preferred stock authorized.

(F) Charter and Bylaws. CBC is designated as the Continuing Bank. The Charter and Bylaws of CBC as in effect immediately prior to the Effective Time of the Merger shall become and be the Charter and Bylaws of the Resulting Bank at and after the Effective Time of the Merger.

ARTICLE 3 - TERMS OF THE MERGER

3.1 Consummation of the Merger. The Merger shall become effective and the separate corporate existence of Pickett and DeKalb shall cease upon the filing of this Merger Agreement in executed form with the Tennessee Commissioner in accordance with Section 45-2-1306 of the Tennessee Code, or at such later date and/or time as may be specified in this Merger Agreement, and which shall, upon becoming effective, have the effects set forth in this Merger Agreement and also in Sections 45-2-1306 and 45-2-1308 of the Tennessee Code. CBC, as the Resulting Bank, shall continue to exist and to be governed by the laws of the State of Tennessee. The Merger shall be consummated pursuant to the terms of this Merger Agreement which has been duly adopted by majorities of the members of the entire Boards of Directors of each of DeKalb, Pickett and CBC. UPC, as the sole shareholder of Pickett, DeKalb, CBC and SBI, and SBI as the sole shareholder of DeKalb, have each given their approval to the transactions contemplated by this Merger Agreement.

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STATE OF TENNESSEE Automatic Conversion of Shares at the Effective Time.

95 JUN -1 PM 1A) SEC. 15.000 Shares of CBC Common Stock Shall Remain Outstanding. At the Effective Time of the Merger, each of the 405,000 shares of CBC Common Stock issued and outstanding immediately prior to the Effective Time of the Merger shall continue to be and constitute all of the issued and outstanding Common Stock of CBC as the Resulting Bank as the entity surviving the Merger without any further action on the part of the holder thereof or of any other person.

(B) Conversion and Cancellation of Pickett and DeKalb Common Stock. Each share of Pickett and DeKalb Common Stock which shall be issued and outstanding immediately prior to the Effective Time of the Merger shall, thereupon and thereafter, by virtue of the Merger becoming effective and without any action on the part of the holder thereof or of any other person, be automatically cancelled and cease to be an issued and outstanding share of Pickett and DeKalb Common Stock.

3.3 The Consideration to Be Received by the CBC Record Holders. No consideration will be paid to UPC as the sole shareholder of Pickett, or to SBI as the sole shareholder of DeKalb in consideration of cancellation of the shares of Pickett and DeKalb Common Stock.

ARTICLE 4

APPROVALS OF THE TENNESSEE COMMISSIONER AND SHAREHOLDERS

4.1 Approvals. This Merger Agreement is subject to approval by the Commissioner of Financial Institutions of the State of Tennessee and the FDIC. The approval of UPC as sole shareholder of Pickett, CBC and SBI has already been given. The approval of SBI as the sole shareholder of DeKalb has already been given.

ARTICLE 5

DISPOSAL OF DISSENTERS' SHARES

5.1 Dissenting Shareholders. Because UPC is the sole shareholder of Pickett, CBC and SBI, and SBI is the sole shareholder of DeKalb, dissenters' rights as provided for in Section 45-2-1309 of the Tennessee Code, do not apply to the Merger.

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ARTICLE 6

95 JUN -1 PM 2:40 NON-CONFORMING ASSETS OR ACTIVITIES

RILEY GARNER
SECRETARY
DeKalb
No Non-conforming Assets or Activities. Pickett, CBC
and DeKalb do not now, nor will the Resulting Bank upon the
Merger becoming effective, hold any assets or engage in any
activity which is proscribed by applicable law for a Tennessee
chartered bank or a bank holding company registered under the
BHCA.

ARTICLE 7

EFFECTS OF THE MERGER

7.1 Business of CBC. The business of CBC as the Resulting Bank from and after the Effective Time of the Merger shall continue to be that of a Tennessee-chartered banking corporation.

7.2 Acquisition of Assets and Rights. At the Effective Time of the Merger, the separate existence and corporate organization of Pickett and DeKalb shall cease, and the Resulting Bank shall succeed to and shall have all of the rights, properties, privileges, immunities, and powers of DeKalb, Pickett and CBC accorded to it by the Tennessee Code. The Resulting Bank thereupon and thereafter shall possess all the rights, privileges, powers, immunities, and franchises of a public as well as a private nature, of Pickett, CBC and DeKalb. All assets and property, whether real, personal or mixed; and all debts due on whatever account, including without limiting the generality of the foregoing, shares or subscriptions to shares, all other choses in action, rights, and credits; and all and every other interest of, or owned by, or due to, or that would inure to either Pickett, CBC or DeKalb shall immediately by operation of law be taken or deemed to be transferred to and vested in the Resulting Bank without any further conveyance, transfer, act, or deed, and the title to any real estate or any interest therein vested in either Pickett, CBC or DeKalb prior to the Effective Time of the Merger shall not revert or be impaired in any way by reason of the Merger.

7.3 Assumption of Liabilities. At the Effective Time of the Merger, the Resulting Bank shall be deemed to be a continuation of the entity of each Merging Bank with the effect set forth in the Tennessee Code, and shall succeed to such rights and obligations and the duties and liabilities connected therewith, and shall thenceforth be responsible and liable for all the liabilities and obligations of the Merging Banks and any claim existing or any action or proceeding pending by or against Pickett, CBC or DeKalb may be prosecuted as if the Merger had not taken place. Neither the rights of creditors nor any liens upon

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the property of DeKalb, Pickett or CBC shall be impaired by the
95 MARCH 2 49

RILEY DARNELL
SECRETARY OF STATE

ARTICLE 8

EFFECTIVENESS

8.1 **Conditions Precedent.** Consummation of the Merger is conditioned upon the receipt of all requisite Governmental Approvals as set forth in this Merger Agreement. The Merger shall not be consummated unless and until approved as may be required by law or by the Federal Reserve, the FDIC, the TDFI or by such other Regulatory Authorities as may be required by law, nor shall the Merger be consummated prior to the expiration of all required waiting periods.

8.2 **Termination.** This Merger Agreement may be terminated at any time prior to the Effective Time of the Merger by the Parties.

8.3 **Effective Time of the Merger.** Subject to the satisfaction of all requirements of applicable laws and regulations and the terms and conditions set forth herein, the Merger contemplated by this Merger Agreement shall be and become effective at the time and on the date as this Merger Agreement shall be filed with the Tennessee Commissioner in accordance with Section 45-2-1306 of the Tennessee Code, or at such later time or date as may be set forth in the Merger Agreement or in an amendment to this Merger Agreement in accordance with Section 9.2 of this Merger Agreement to be the Effective Time of the Merger.

ARTICLE 9

AMENDMENTS AND WAIVERS

9.1 **Amendments.** To the extent permitted by law, this Merger Agreement may be amended unilaterally by UPC; provided, however, that no amendment to this Merger Agreement shall modify the requirements of regulatory approval as set forth in Section 4.1 of this Merger Agreement.

9.2 **Authority for Amendments and Waivers.** Prior to the Effective Time of the Merger, UPC, Pickett, CBC and DeKalb, acting through their respective Boards of Directors or chief executive officers or presidents or other authorized officers, shall have the right to amend this Merger Agreement to postpone the Effective Time of the Merger to a date and time subsequent to the time of filing of the Merger Agreement with the Tennessee Commissioner as permitted by Tennessee Code Section 45-2-1306, to waive any default in the performance of any term of this Merger Agreement by a party, to waive or extend the time for the compliance or fulfillment by a party of any and all of its

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 obligations under this Merger Agreement, and to waive any or all
 of the conditions precedent to the obligations of a party under
 this Merger Agreement, except any condition that, if not
 satisfied, would result in the violation of any law or applicable
 governmental regulation.
 SECRETARY OF STATE

ARTICLE 10

MISCELLANEOUS

10.1 Notices. All notices or other communications which are required or permitted hereunder shall be in writing and sufficient if delivered by hand, by facsimile transmission, or by registered or certified mail, postage pre-paid to the persons at the addresses set forth below (or at such other addresses or facsimile numbers as may hereafter be designated as provided below), and shall be deemed to have been delivered as of the date received by the Party to which, or to whom it is addressed:

UPC/SBI:

Union Planters Corporation
 7130 Goodlett Farms Parkway
 Memphis, Tennessee 38018
 Telecopy Number: (901) 383-2877
 Attention: Mr. Jackson W. Moore,
 President
 Gary A. Simanson, Esq.
 Associate General Counsel

DeKalb:

DeKalb County Bank & Trust Company
 Public Square
 P. O. Box 337
 Alexandria, Tennessee 37012
 Telecopy Number: (615) 529-2300
 Attention: Mr. Timothy J. Barnhill,
 President

Pickett:

Pickett County Bank and Trust Company
 W. Main Street
 P. O. Box 38
 Byrdstown, Tennessee 38549
 Telecopy Number: (615) 864-3723
 Attention: Mr. Jim Martin,
 President

CBC:

Citizens Bank, Cookeville
 10 West Broad Street
 Cookeville, Tennessee 38503
 Telecopy Number: (615) 526-4368
 Attention: Mr. Jim Martin

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or at such other address as shall be furnished in writing by any
96 of the Parties to the others by notice given as provided in this
Section 10.1.

RILEY DARNELL
SECRETARY
Governing Law. Except to the extent federal law shall
be controlling, this Merger Agreement shall be governed by and
construed and enforced in accordance with the laws of the State
of Tennessee disregarding, however, the Tennessee conflicts of
laws rules.

10.3 Captions. The Captions heading the Sections in this
Merger Agreement are for convenience only and shall not affect
the construction or interpretation of this Merger Agreement.

10.4 Counterparts. This Merger Agreement may be executed
in two or more counterparts, each of which shall be deemed an
original instrument, but all of which together shall constitute
one and the same instrument.

IN WITNESS WHEREOF, each of the Parties has caused this
Merger Agreement to be duly executed and delivered by their duly
authorized officers as of the date first above written.

UNION PLANTERS CORPORATION

By:

Jackson W. Moore
Jackson W. Moore
President

ATTEST:

Lynn L. Lanigan
Secretary, *note*

PICKETT COUNTY BANK AND TRUST
COMPANY

By:

Jim Martin
Jim Martin, President

ATTEST:

Don E. Crouch
Secretary

CITIZENS BANK, COOKEVILLE

By:

Jim Martin
Jim Martin, President

ATTEST:

Albath Smith
Secretary

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SOUTHEASTERN BANCSHARES, INC.

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RILEY DARNELL
SECRETARY OF STATE

ATTEST:

Lynn L. Lanigan
Lynn L. Lanigan,
Secretary

By:

Jackson W. Moore
Jackson W. Moore, Chairman and
President

DEKALB COUNTY BANK & TRUST COMPANY

By:

Timothy J. Barnhill
Timothy J. Barnhill, President

ATTEST:

Tom Wilay
Secretary

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DIRECTOR APPROVALS

95 JAN 1 1995
The undersigned directors of DEKALB COUNTY BANK & TRUST COMPANY,
CITIZENS BANK, COOKEVILLE and PICKETT COUNTY BANK AND TRUST
COMPANY, this 10th day of February, 1995, hereby certify their
approvals of the Merger of PICKETT COUNTY BANK AND TRUST COMPANY
and CITIZENS BANK, COOKEVILLE with and into DEKALB COUNTY BANK &
TRUST COMPANY as set forth in the foregoing Merger Agreement:

DIRECTORS OF:

PICKETT COUNTY BANK &
TRUST COMPANY
(5 in office)

Herbert Grace
Anthony J. Ball
William C. Church
M. D. Smith

CITIZENS BANK,
COOKEVILLE
(8 in office)

Sam W. Lefay
Sam H. Lefay
Robert E. Davis
William C. Church
Charles W. Kippen
Sam D. Smith

DEKALB COUNTY
BANK & TRUST CO.
(7 in office)

Sam W. Lefay
Robert E. Davis
Herbert Grace
Anthony J. Ball

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CERTIFICATES OF PRESIDENTS AND SECRETARYS OF MERGING BANKS

95 JAN 21 1995
The undersigned, being the Presidents and Secretarys of DEKALB COUNTY BANK & TRUST COMPANY, PICKETT COUNTY BANK AND TRUST COMPANY, and CITIZENS BANK, COOKEVILLE (the "Merging Banks"), do hereby certify that the within Merger Agreement has been duly approved by a majority of the entire Board of Directors of each of the Merging Banks and has been duly approved by the votes of the holders of more than two-thirds (2/3) of the outstanding shares of each of the Merging Banks pursuant to meetings called in accordance with their respective Bylaws and to Notice given by publication as required by Section 45-2-1305 of the Tennessee Code Annotated.

*Dekalb and Pickett: February 10
Citizens Bank, Cookeville, February 7, 1995.*

Witness our hands this _____ day of _____, 1995.

[Signature]
President, Dekalb Co.
Bank & Trust Company

[Signature]
President, Pickett Co.
Bank & Trust Company

[Signature]
President,
Citizens Bank,
Cookeville

[Signature]
Secretary, Dekalb Co.
Bank & Trust Company

[Signature]
Secretary, Pickett Co.
Bank & Trust Company

[Signature]
Secretary,
Citizens Bank,
Cookeville

STATE OF TENNESSEE
COUNTY OF PICKETT

Before me, a notary public of the State and County mentioned, personally appeared James T. Martin and Linda L. Crouch, with whom I am personally acquainted, and who, upon oath, acknowledged themselves to be respectively the President and Secretary of PICKETT COUNTY BANK AND TRUST COMPANY, the within named Merging Bank, a corporation, and that they, as such President and Secretary, executed the foregoing instrument for the purposes therein contained, by James T. Martin signing the name of the corporation by himself as President and by Linda L. Crouch attesting the execution thereof as Secretary.

Witness my hand and seal, at office in Byrdstown, Tennessee, this 10th day of February, 1995.

[Signature]
Notary Public

My commission expires: 6-24-96

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STATE OF TENNESSEE
COUNTY OF PUTNAM

Before me, a notary public of the State and County mentioned,
personally appeared James T. Martin and
Albert S. Smith, with whom I am personally
acquainted, and who, upon oath, acknowledged themselves to be
respectively the President and Secretary of CITIZENS BANK,
COOKEVILLE, the within named Merging Bank, a corporation, and
that they, as such President and Secretary, executed the
foregoing instrument for the purposes therein contained, by
James T. Martin signing the name of the corporation by
himself as President and by Albert S. Smith
attesting the execution thereof as Secretary.

Witness my hand and seal, at office in Cookeville, Tennessee,
this 10th day of February, 1995.

Elizabeth Brunard
Notary Public

My commission expires: 10-22-96

STATE OF TENNESSEE
COUNTY OF DEKALB

Before me, a notary public of the State and County mentioned,
personally appeared Timothy J. Barnhill and
Tom Wiley, with whom I am personally
acquainted, and who, upon oath, acknowledged themselves to be
respectively the President and Secretary of DEKALB COUNTY BANK &
TRUST COMPANY, the within named Merging Bank, a corporation, and
that they, as such President and Secretary, executed the
foregoing instrument for the purposes therein contained, by
Timothy J. Barnhill signing the name of the corporation by
himself as President and by Tom Wiley attesting
the execution thereof as Secretary.

Witness my hand and seal, at office in Alexandria, Tennessee,
this 7th day of Feb, 1995.

Miranda Harny
Notary Public

My commission expires: 5-26-97

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CERTIFICATE OF SOLE SHAREHOLDER

95 JUN -1 PM 2:49
The undersigned, being the duly appointed and authorized
President of Union Planters Corporation, hereby approves this
Merger Agreement on behalf of Union Planters Corporation, as sole
shareholder of Pickett County Bank and Trust Company, Citizens
Bank, Cookeville and Southeastern Bancshares, Inc.

Dated: February 10, 1995

UNION PLANTERS CORPORATION

By: Jackson W. Moore
Jackson W. Moore
Its: President

STATE OF TENNESSEE)
COUNTY OF SHELBY)

Before me, a notary public of the State and County mentioned,
personally appeared Jackson W. Moore, with whom I am personally
acquainted, and who, upon oath, acknowledged himself to be the
President of UNION PLANTERS CORPORATION, and that he, as such
President, executed the foregoing instrument for the purposes
therein contained, by Jackson W. Moore signing the name of the
corporation by himself as President.

Witness my hand and seal, at office in Memphis, Tennessee, this
10th day of February, 1995.

Kellie Hutton
Notary Public

My Commission Expires Dec. 21, 1996

My commission expires: _____

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CERTIFICATE OF SOLE SHAREHOLDER

95 JAN -1 PM 2:49
The undersigned, being the duly appointed and authorized Chairman
and President of Southeastern Bancshares, Inc., hereby approves
SECOND MERGER Agreement on behalf of Southeastern Bancshares, Inc.,
as sole shareholder of DeKalb County Bank & Trust Company.

Dated: February 10, 1995

SOUTHEASTERN BANCSHARES, INC.

By: Jackson W. Moore
Jackson W. Moore
Its: Chairman and President

STATE OF TENNESSEE)
COUNTY OF SHELBY)

Before me, a notary public of the State and County mentioned,
personally appeared Jackson W. Moore, with whom I am personally
acquainted, and who, upon oath, acknowledged himself to be the
Chairman and President of Southeastern Bancshares, Inc., and that
he, as such Chairman and President, executed the foregoing
instrument for the purposes therein contained, by Jackson W.
Moore signing the name of the corporation by himself as Chairman
and President.

Witness my hand and seal, at office in Memphis, Tennessee, this
10th day of February, 1995.

Keller J. Hall
Notary Public

My Commission Expires Dec. 21, 1998

My commission expires: _____

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RILEY DARNELL
SECRETARY OF STATE

EXHIBIT A TO MERGER AGREEMENT

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BOARD OF DIRECTORS OF
UNION PLANTERS BANK OF THE CUMBERLANDS

RILEY D. DWELL
SECRETARY
Gary W. Carwile
1249 Post Oak Road
Cookeville, TN 38501

Robert C. Davis
745 Clark Avenue
Cookeville, TN 38501

Dr. William C. Francis
734 Terrace Hill Road
Cookeville, TN 38501

Herbert Groce
Route 2, Box 75
Byrdstown, TN 38549

Charles W. Kibbons, Jr.
1090 Oaklawn Drive
Cookeville, TN 38501

L. W. Legge, Jr.
1330 Chattsworth Blvd.
Cookeville, TN 38501

James T. Martin, President/CEO
1430 Jamestown Court
Cookeville, TN 38501

Glenn H. Ramsey, Chairman
1033 Robin Lane
Cookeville, TN 38501

Gary D. Sasser
405 Concord Drive
Cookeville, TN 38501

Tom Wiley
106 Goodner Lane
Alexandria, TN 37012

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STATE OF TENNESSEEEXECUTIVE OFFICERS OF
95 JUN -1 UNION PLANTERS BANK OF THE CUMBERLANDSRILEY DADWELL
James S. Martin, President/Chief Executive Officer
1430 Jamestown Court
Cookeville, TN 38501Albert S. Smith, Cashier/Chief Financial Officer
485 Lone Oak Drive
Cookeville, TN 38501Samuel M. Lewallen, Jr., Senior Vice President/Senior Lender
1343 Whitaker Springs Road
Cookeville, TN 38506

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95 JUN -1 PM 2:30 JOINT SHAREHOLDER AND BOARD OF DIRECTORS RESOLUTION

WHEREAS, Union Planters Corporation ("UPC") is the sole shareholder of Southeastern Bancshares, Inc. ("SBI"); SBI is the sole shareholder of DeKalb County Bank & Trust Company ("DeKalb"); and UPC is the sole shareholder of Pickett County Bank & Trust Company ("Pickett") and of Citizens Bank, Cookeville ("CBC"); and

WHEREAS, CBC deems it to be in the best interest of CBC and the sole shareholder of CBC that Pickett and DeKalb be merged with and into CBC (the "Merger").

RESOLVED, that Jim Martin is hereby authorized, directed and empowered by the Board to undertake any and all discussions and negotiations necessary to execute and deliver the Merger Agreement which provides for the Merger of Pickett and DeKalb with and into CBC, as well as all other acts necessary by him in connection with the transaction and the execution and delivery of the Merger Agreement;

RESOLVED, that appropriate officers of CBC be, and they hereby are, authorized, empowered and directed on behalf of CBC to execute, seal, attest, acknowledge and deliver such documents, certificates, applications, notices and other instruments, and to take all steps they may deem necessary or appropriate for the consummation of the transactions contemplated by this resolution, including, but not limited to, the execution of any original, amended or restated agreement to effect the Merger, the execution and filing of Articles of Merger along with a Merger Agreement annexed hereto as Exhibit A with the appropriate authorities, and as they may deem necessary or appropriate to obtain all required approvals of regulatory authorities, and any third party consents, if any, to consummate the transactions contemplated by the Agreement;

RESOLVED, that the appropriate officers of CBC be, and they hereby are, authorized, empowered, and directed, in the name and on behalf of CBC to take such action as may be necessary or desirable to carry out the intents and purposes of the foregoing resolutions, and to the extent earlier accomplished, such actions are hereby adopted by CBC and approved, ratified and confirmed; and

RESOLVED, that the Chairman of the Board, the President, any Executive Vice President, and the Secretary of CBC are hereby designated as the appropriate officers of CBC for the purposes of carrying out the intents and purposes of the foregoing resolutions.

APPROVED AND ADOPTED THE 10th DAY OF February, 1995, BY A UNANIMOUS VOTE OF THE BOARD OF DIRECTORS OF CITIZENS BANK, COOKEVILLE AT A MEETING DULY CALLED AND HELD FOR SUCH PURPOSE.

IN WITNESS WHEREOF, I have hereunder set my hand on this the 10th day of February, 1995.

By: [Signature]
Its: President

SEAL

RECEIVED
STATE OF TENNESSEE
ACKNOWLEDGED AND AGREED TO THIS 10th DAY OF February, 1995, BY UNION PLANTERS
CORPORATION AS THE SOLE SHAREHOLDER OF CITIZENS BANK, COOKEVILLE BY ITS DULY APPOINTED
AND AUTHORIZED REPRESENTATIVES.

RILEY CARNELL
UNION PLANTERS CORPORATION

By: Jackson W. Moore
Jackson W. Moore
Its: President and Chief Operating Officer

NOTARY OR CORPORATE SEAL

STATE OF TENNESSEE, PICKETT COUNTY
The foregoing instrument and certificate were noted in
Note Book 14 Page 84 At 12:51 O'clock P M 7-6-95
and recorded in 144 Book 12 Page 105
State Tax Paid \$ --- Fee ---
Recording Fee 73.00 Total 73.00 Receipt No. 14285
R. M. Brown Register

STATE OF TENNESSEE, PICKETT COUNTY
The foregoing instrument and certificate were noted in
Note Book 14 Page 84 At 12:51 O'clock P M 7-6-95
and recorded in 144 Book 12 Page 105
State Tax Paid \$ --- Fee --- Recording Fee 73.00 Total 73.00
Witness My hand.
Receipt No. ---
Register Phyllis Stephens