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MERGER AGREEMENT

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Setting Forth the Plan of Merger
of

BANK OF TRENTON AND TRUST COMPANY
(a Tennessee banking corporation)

with and into

UNION PLANTERS BANK OF WEST TENNESSEE
(a Tennessee banking corporation)

THIS MERGER AGREEMENT ("Merger Agreement") is made and entered into as of the 15th day of September, 1994, 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; **BANK OF TRENTON AND TRUST COMPANY ("BTT")**, a banking corporation organized and existing under the laws of the State of Tennessee having its principal office located at 115 High Street (Post Office Drawer 87) Trenton, Gibson County, Tennessee 38382 and a wholly owned subsidiary of UPC; **UNION PLANTERS BANK OF WEST TENNESSEE ("UPBWT")**, a banking corporation organized and existing under the laws of the State of Tennessee having its principal office located at 1214 Main Street, (Post Office Box 308) Humboldt, Gibson County, Tennessee 38343 and a wholly-owned subsidiary of UPC.

Preamble

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

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

Received 5-2, 1995 at 2:45 PM
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Note Book 12 Page 207
O.R.B. VOL. BK 10 PAGE 449
MILDA PATTERSON, Register.
Rec# 7042 Deputy

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DAVEY DAVID
SECRETARY OF STATE

**ARTICLE I.
DEFINITIONS**

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, UPBWT 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 \$10 par value common stock of UPBWT.

"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 BTT with and into UPBWT as provided in Section 3.1 of this Merger Agreement.

"Merger Agreement" shall mean this Merger Agreement providing the plan for merging BTT with and into UPBWT, which would survive the Merger.

"Merging Banks" means BTT and UPBWT, the parties to the Merger.

"Party" shall mean UPC, BTT or UPBWT, and "Parties" shall mean collectively UPC, BTT, and UPBWT.

"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, UPBWT in the instant transaction.

SECRETARY OF STATE
"TDFI" shall mean the Tennessee Department of Financial Institutions.

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"Tennessee Code" shall mean the Tennessee Code Annotated, as amended.
SECRETARY OF STATE

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

ARTICLE II.

INFORMATION REQUIRED BY TENNESSEE CODE SECTION 45-2-1304

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

UNION PLANTERS BANK OF WEST TENNESSEE

Main Office
1214 Main Street
Humboldt, Gibson County, Tennessee 38343

Gibson Branch
2202 Gibson Square
Gibson, Tennessee 38338

Rutherford Branch
102 East Main Street
Rutherford, Tennessee 38369

Yorkville Branch
3 Nebo-Yorkville Rd.
Yorkville, Tennessee 38389

Three Way Branch
8 Mason Road
Humboldt, Tennessee 38343

Dyersburg Branch
1801 Hwy 51 By-Pass
Dyersburg, Tennessee 38024

Twenty Second Branch
801 N. 22nd Avenue
Humboldt, Tennessee 38343

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Union City Branch
15 Washington Avenue
Union City, Tennessee 38261

RILEY D. BARNES
SECRETARY
Martin Branch
115 Main Street
Martin, Tennessee 38237

Ripley Branch
292 S. Washington St.
Ripley, Tennessee 38063

Reelfoot Branch
703 Reelfoot
Union City, Tennessee 38261

East End Branch
2706 East End Dr.
Humboldt, Tennessee 38343

Plaza Branch
2110 Central Ave.
Humboldt, Tennessee 38343

BANK OF TRENTON AND TRUST COMPANY (One banking office)

Principal Office
115 High Street
Trenton, Gibson County, Tennessee 38382

2.2 Information Concerning the Resulting Bank:

(A) **Name.** The name of the Resulting Bank shall be:

UNION PLANTERS BANK OF WEST TENNESSEE

The banking offices of UPBWT and BTT 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.

(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 follows:

1. Jack Albright, Jr.
11 Winfield Pl.
Jackson, Tennessee 38305

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2. Fred Baier, Jr.
601 S. Trenton
Rutherford, Tennessee 38369
3. Felix R. Dowsley
2502 LeLatta Lane
Humboldt, Tennessee 38343
4. Thomas D. Dunlap
2700 Main Street
Humboldt, Tennessee 38343
5. W. Ralph Jones, III
2686 Main Street
Humboldt, Tennessee 38343
6. William Haynes
226 Tuckahoe
Jackson, Tennessee 38305
7. Harold W. McLeary, Jr.
2414 Main Street
Humboldt, Tennessee 38343
8. Clint O. Williams
P.O. Box 67
Fruitvale, Tennessee 38336
9. Charles Browning Singleton
715 High Street
Trenton, Tennessee 38382
10. Winter Wren Hodges
180 Old Dyer Trenton Rd.
Dyer, Tennessee 38330

(C) **Officers.** The names and residences of each policy-making-level officer of the Resulting Bank are as follows:

1. Clint O. Williams
236 Fruitvale Road
Fruitvale, Tennessee 38336
2. Sam Blackwell
65 Newt Blackwell Rd.
Humboldt, Tennessee 38343
3. Monte Jones
1003 Meadow Wood Circle
Humboldt, Tennessee 38343

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FILEY DARNELL
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4. Danny Smith
814 Mary Key Drive
Humboldt, Tennessee 38343
5. Dotty Jones
200 E. 10th Street
Trenton, Tennessee 38382
6. Kathy Bobbitt
199 Gibson Hwy.
Trenton, Tennessee 38382
7. James W. Hall
88 Dyersburg Hwy.
Trenton, Tennessee 38382

(D) Capitalization. The capital accounts of the Resulting Bank as set out in Exhibit B shall be approximately as follows:

Common Stock	\$ 400,000
Capital Surplus	\$10,872,000
Undivided Profits	\$ 6,459,000
Total Stockholders' Equity	\$17,731,000

The Resulting Bank shall have one class of equity securities consisting of 40,000 authorized shares of common stock having a par value of \$10 per share. Upon the Merger becoming effective, 40,000 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. UPBWT is designated as the Continuing Bank. The Charter and Bylaws of UPBWT 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 BTT 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. UPBWT, as the Resulting Bank, shall continue to exist and to be

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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 UPC, BTT and UPBWT. UPC as the sole shareholder of both BTT and UPBWT has given its approval to the transactions contemplated by this Merger Agreement.

3.2 Automatic Conversion of Shares at the Effective Time.

(a) **Shares of UPBWT Common Stock Shall Remain Outstanding.** At the Effective Time of the Merger, each of the 40,000 shares of UPBWT Common Stock issued and outstanding immediately prior to the Effective Time of the Merger shall continue to be the issued and outstanding Common Stock of UPBWT as the Resulting Bank without any further action on the part of the holder thereof or of any other person. Such 40,000 shares shall continue to constitute all of the issued and outstanding common stock of the Resulting Bank as the entity surviving the Merger, and the certificate evidencing and representing all of the shares of BTT Common Stock issued and outstanding immediately prior to the Effective Time of the Merger shall, without any further action, at and after the Effective Time of the Merger evidence and represent all of the issued and outstanding shares of common stock of the Resulting Bank at and after the Effective Time of the Merger and until such certificate shall have been surrendered for cancellation and a new certificate or certificates issued in substitution therefor.

(b) **Conversion and Cancellation of BTT Common Stock.** Each share of BTT 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 BTT Common Stock.

3.3 The Consideration to Be Received by the BTT Record Holders. No consideration will be paid to UPC as the sole BTT shareholder.

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 BTT and UPBWT has already been given.

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ARTICLE 5

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DISPOSAL OF DISSENTERS' SHARES

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

ARTICLE 6

NON-CONFORMING ASSETS OR ACTIVITIES

6.1 **No Non-conforming Assets or Activities.** UPBWT and BTT 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 UPBWT.** The business of UPBWT 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 BTT shall cease, and the Resulting Bank shall succeed to and shall have all of the rights, properties, privileges, immunities, and powers of both BTT and UPBWT 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 both UPBWT and BTT. 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 UPBWT or BTT 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 UPBWT or BTT 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

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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 UPBWT or BTT may be prosecuted as if the Merger had not taken place. Neither the rights of creditors nor any liens upon the property of BTT or UPBWT shall be impaired by the Merger.

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, UPBWT and BTT, acting through

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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 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.

**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:

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

BTT:

Bank of Trenton and Trust Company
Post Office Box Drawer 87
115 High Street
Trenton, Tennessee 38382
Telecopy Number: (901)-855-2324
Attention: Ms. Dotty Jones,
President

UPBWT:

Union Planters Bank of West Tennessee
P.O. Box 308
Humboldt, Tennessee 38343
Telecopy Number: (901)-784-2950
Attention: Mr. Clint Williams,
President

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

10.2 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.

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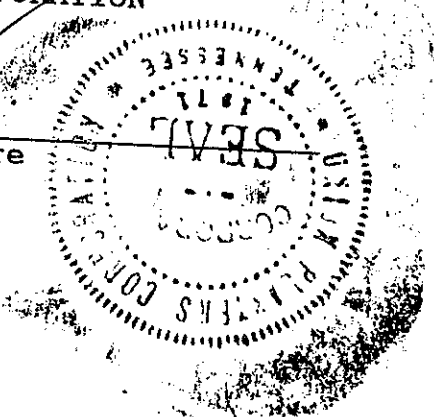
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FILEY DASHILL
SECRETARY OF STATE

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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
President



ATTEST: J. F. Springfield
Secretary

BANK OF TRENTON AND TRUST COMPANY

By: Dotty Jones
President

ATTEST: Alvie Shivers
Cashier

UNION PLANTERS BANK OF WEST TENNESSEE

By: Clint O. Williams
President

ATTEST: Jean Lesunberry
Cashier

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DIRECTOR APPROVALS

The undersigned directors of UNION PLANTERS BANK OF WEST TENNESSEE and BANK OF TRENTON AND TRUST COMPANY this 16 day of Sept, 1991, hereby certify their approvals of the Merger of BANK OF TRENTON AND TRUST COMPANY with and into UNION PLANTERS BANK OF WEST TENNESSEE as set forth in the foregoing Merger Agreement:

DIRECTORS OF:

UNION PLANTERS BANK OF WEST TENNESSEE

(7 in office)

Cliff O. Williams
David W. McKeown, Jr.
Thomas S. Dunlap
W. Ralph Jones III
John R. Dawsley
Paul Bauer

BANK OF TRENTON AND TRUST COMPANY

(7 in office)

W. E. Haynes, Jr.
George H. Rashburn
Rand C. Damm
AS Amalting
Walter A. Galloway, Jr.
Walter W. Foltz
Dolley M. Jones

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CERTIFICATE OF PRESIDENTS AND CASHIERS OF MERGING BANKS

The undersigned, ^{65 MAR 1 1994} being the Presidents and Cashiers of UNION PLANTERS BANK OF WEST TENNESSEE and of BANK OF TRENTON AND TRUST COMPANY (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.

Witness our hands this 16th day of September, 1994.

Cliff D. Williams

President, Union Planters Bank
of West Tennessee

Dotter M. Jones

President, Bank of Trenton and
Trust Company

Joan Lesauberry

Cashier, Union Planters Bank
of West Tennessee

Alvie Shivers

Cashier, Bank of Trenton and
Trust Company

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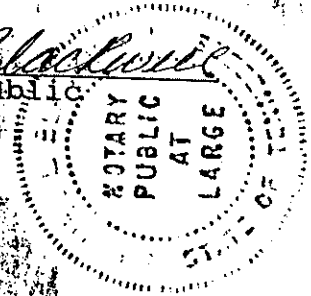
STATE OF TENNESSEE)
COUNTY OF GIBSON)

Before me, a notary public of the State and County mentioned, personally appeared Clint O. Williams and Jean Lessenberry, with whom I am personally acquainted, and who, upon oath, acknowledged themselves to be respectively the President and Cashier of UNION PLANTERS BANK OF WEST TENNESSEE, the within named Merging Bank, a corporation, and that they, as such President and Cashier, executed the foregoing instrument for the purposes therein contained, by Clint O. Williams signing the name of the corporation by himself as President and by Jean Lessenberry attesting the execution thereof as Cashier.

Witness my hand and seal, at office in Humboldt, Tennessee, this 16th day of September, 1994.

Samuel L. Blackwell
Notary Public

My commission expires: 5-12-96



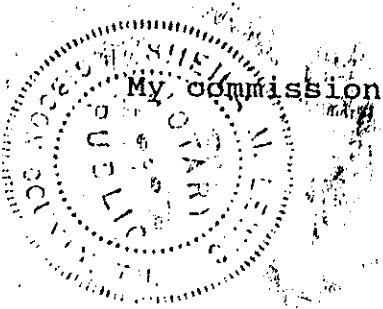
STATE OF TENNESSEE)
COUNTY OF GIBSON)

Before me, a notary public of the State and County mentioned, personally appeared Dotty Jones and Alice Shivers, with whom I am personally acquainted, and who, upon oath, acknowledged themselves to be respectively the President and Cashier of BANK OF TRENTON AND TRUST COMPANY, the within named Merging Bank, a corporation, and that they, as such President and Cashier, executed the foregoing instrument for the purposes therein contained, by Dotty Jones signing the name of the corporation by himself as President and by Alice Shivers attesting the execution thereof as Cashier.

Witness my hand and seal, at office in Trenton, Tennessee this 16th day of September, 1994.

Julia M. Lewis
Notary Public

My commission expires: 3-12-95



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CERTIFICATE OF SOLE SHAREHOLDER

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 UNION PLANTERS BANK OF WEST TENNESSEE and BANK OF TRENTON & TRUST COMPANY.

Dated: September 16, 1994

UNION PLANTERS CORPORATION

By: 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 and acquainted, and who, upon oath, acknowledged themselves to be respectively 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 16th day of September, 1994.

Lynn L. Lanigan
Notary Public

My commission expires: 2/13/96

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JOINT SHAREHOLDER AND BOARD OF DIRECTORS RESOLUTION

WHEREAS, Union Planters Corporation ("UPC") is the sole shareholder of Union Planters Bank of West Tennessee ("UPBWT") and the sole shareholder of Bank of Trenton and Trust Company ("BIT").

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

RESOLVED, that Clint O. Williams 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 BIT with and into UPBWT, as well as all other acts necessary by him in connection with the transaction and the execution and delivery of the Merger Agreement, including, but not limited to, restructuring the capital structure of UPBWT, in order to effect the Merger; and

RESOLVED, that appropriate officers of UPBWT be, and they hereby are, authorized, empowered and directed on behalf of UPBWT 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 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 thereto 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; and

RESOLVED, that the appropriate officers of UPBWT be, and they hereby are, authorized, empowered, and directed, in the name and on behalf of the UPBWT, 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 UPBWT and approved, ratified and confirmed; and

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

APPROVED AND ADOPTED THIS THE 27th DAY OF September, 1994, BY A UNANIMOUS VOTE OF THE BOARD OF DIRECTORS OF UNION PLANTERS BANK OF WEST TENNESSEE AT A MEETING DULY CALLED AND HELD FOR SUCH PURPOSE.

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IN WITNESS WHEREOF, I have hereunder set my hand on this the 27th day of September, 1942.

By: Samuel A. Blackwell
Its: Secretary

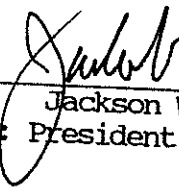
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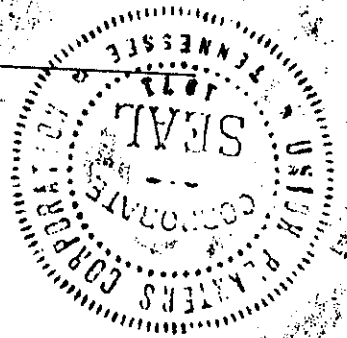
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ACKNOWLEDGED AND AGREED TO THIS 28th DAY OF September, 1994, BY UNION
PLANTERS CORPORATION AS THE SOLE SHAREHOLDER OF UNION PLANTERS BANK OF WEST
TENNESSEE BY ITS DULY APPOINTED AND AUTHORIZED REPRESENTATIVE.

WILEY DARNELL
SECRETARY
UNION PLANTERS CORPORATION

By: 
Jackson W. Moore
Its: President

NOTARY OR CORPORATE SEAL



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95 MAR - JOINT SHAREHOLDER AND BOARD OF DIRECTORS RESOLUTION

INLEY DARNELL
SECRETARY
WHEREAS, Union Planters Corporation ("UPC") is the sole shareholder of Union Planters Bank of West Tennessee ("UPBWT") and the sole shareholder of Bank of Trenton and Trust Company ("BIT").

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

RESOLVED, that Dotty M. Jones 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 BIT with and into UPBWT, as well as all other acts necessary by her in connection with the transaction and the execution and delivery of the Merger Agreement; and

RESOLVED, that appropriate officers of BIT be, and they hereby are, authorized, empowered and directed on behalf of BIT 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 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 thereto 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; and

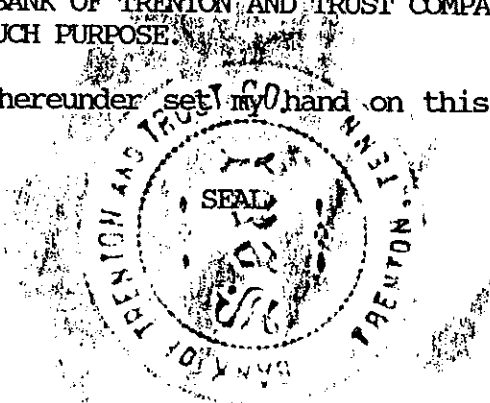
RESOLVED, that the appropriate officers of BIT be, and they hereby are, authorized, empowered, and directed, in the name and on behalf of BIT, to take such action as may be necessary or desirable to carry out the intents and purposes of the foregoing resolutions, and to the extent earlier accomplished,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

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

APPROVED AND ADOPTED THIS THE 31st DAY OF MARCH, 1995, BY A UNANIMOUS VOTE OF THE BOARD OF DIRECTORS OF BANK OF TRENTON AND TRUST COMPANY AT A MEETING DULY CALLED AND HELD FOR SUCH PURPOSE.

IN WITNESS WHEREOF, I have hereunder set my hand on this the ____ day of _____, 1995.

By: Dotty M. Jones
Its: President



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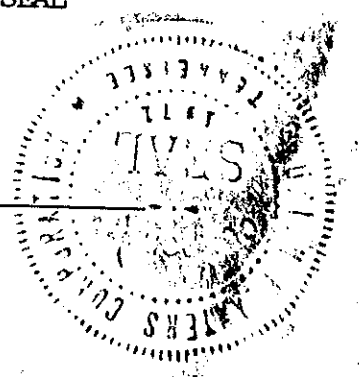
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ACKNOWLEDGED AND AGREED TO THIS 0th DAY OF February, 1995, BY UNION
PLANTERS CORPORATION AS THE SOLE SHAREHOLDER OF BANK OF TRENTON AND TRUST
COMPANY BY ITS DULY APPOINTED AND AUTHORIZED REPRESENTATIVE.

UNION PLANTERS CORPORATION

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

NOTARY OR CORPORATE SEAL



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FILED
SECRETARY OF STATE

1995 MAR 28

STATE OF TENNESSEE
DEPARTMENT OF FINANCIAL INSTITUTIONS
CERTIFICATE OF MERGER

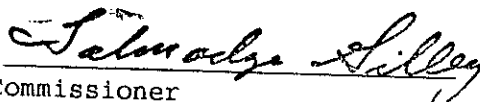
TO: Merger of the Bank of Trenton and Trust Company, Trenton, Tennessee, with and into the Union Planters Bank of West Tennessee, Humboldt, Tennessee

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 Bank of Trenton and Trust Company with and into the Union Planters Bank of West 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 Union Planters Bank of West Tennessee, the charter of the Bank of Trenton and Trust Company hereby being terminated, on the 1st day of March 1995.

Given under my hand and seal of office in Nashville, Tennessee this 28th day of February, 1995


Commissioner





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RILEY DARNELL
SECRETARY OF STATE
TALMADGE GILLEY, CFE
COMMISSIONER

STATE OF TENNESSEE
DEPARTMENT OF FINANCIAL INSTITUTIONS
FOURTH FLOOR, JOHN SEVIER BUILDING
500 CHARLOTTE AVENUE
NASHVILLE, TENNESSEE 37243-0705
(615) 741-2236 FAX (615) 741-2883

February 28, 1995

The Honorable Riley C. Darnell
Secretary of State
State Capitol
Nashville, TN 37219

Dear Mr. Darnell:

I have approved for registration and enclose to you a Certificate of Merger of the Bank of Trenton and Trust Company, Trenton, Tennessee, with and into the Union Planters Bank of West Tennessee, Humboldt, Tennessee.

Also enclosed is a check in the amount of \$100.00 for recording and filing fees.

Please return this document to my office for further processing.

Sincerely,

Talmadge Gilley
Talmadge Gilley, CFE
Commissioner

TG/PBR/SM

Enclosure

BANK DIVISION
BANKS, SAVINGS BANKS, TRUST COMPANIES
(615) 741-6013

CREDIT UNION DIVISION
(615) 741-5608

LEGAL DIVISION
CONSUMER COMPLAINTS
(615) 741-0346

COMPLIANCE DIVISION
LOAN COMPANIES, MORTGAGE COMPANIES, MONEY TRANSMITTERS
(615) 741-3186

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