

STATE OF TENNESSEE MERGER AGREEMENT

95 OCT 19 11 40 setting forth the Plan of Merger

RILEY DARNELL SECRETARY OF STATE

of THE COMMERCIAL BANK (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 31st day of July, 1995, by and between COMMERCIAL BANCORP, INC. ("CBI"), a corporation organized and existing under the laws of the State of Tennessee and having its principal offices at 7130 Goodlett Farms Parkway, Cordova, Shelby County, Tennessee 38018 and which is registered as a bank holding company under the Bank Holding Company Act of 1956, as amended; THE COMMERCIAL BANK ("TCB"), a Tennessee banking corporation organized and existing under the laws of the State of Tennessee having its principal office located at 224 7th Street, Obion, Obion County, Tennessee 38240, and a wholly owned subsidiary of CBI; UNION PLANTERS BANK OF WEST TENNESSEE ("UPBWT"), a Tennessee banking corporation organized and existing under the laws of the State of Tennessee having its principal office located at 1214 Main Street, Humboldt, Gibson County, Tennessee 38343, and a wholly-owned subsidiary of CBI.

Preamble

WHEREAS, The Boards of Directors of CBI, TCB, and UPBWT, are each of the opinion that the interests of their respective institutions and of CBI, as the sole shareholder of TCB and UPBWT, would best be served if TCB 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 CBI, TCB, and UPBWT hereby make, adopt and approve this Merger Agreement in order to set forth the terms and conditions for the merger of TCB with and into UPBWT (the "Merger").

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**ARTICLE 1  
DEFINITIONS**

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1.1 As used in this Merger Agreement and in any amendments hereto, the following terms shall have the following meanings  
SECRETARY OF STATE

**"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 shall become 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 shall become 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 \$10.00 par value common stock of UPBWT.

**"FDIC"** shall mean the Federal Deposit Insurance Corporation.

**"Merger"** shall mean the merger of TCB with and into UPBWT as provided in the Preamble and in Section 3.1 of this Merger Agreement.

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

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

**"Party"** shall mean CBI or TCB or UPBWT, and **"Parties"** shall mean collectively CBI, TCB, and UPBWT.

**"Regulatory Authorities"** shall mean, collectively, 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.

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

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amended.

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

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

RILEY DARNELL  
SECRETARY OF STATE

**ARTICLE 2  
INFORMATION REQUIRED BY TENNESSEE CODE ANNOTATED 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**

**OFFICES OTHER THAN "CBCTs" OR "ATMs"**

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

Fidelity Branch  
2706 East End Drive  
Humboldt, Gibson County, Tennessee 38343

Gibson Branch  
2202 Gibson Square  
Gibson, Gibson County, Tennessee 38338

Rutherford Branch  
102 East Main Street  
Rutherford, Gibson County, Tennessee 38369

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

Dyersburg Main Branch  
425 W. Court Street  
Dyersburg, Dyer County, Tennessee 38025

Dyersburg Bypass Branch  
580 Hwy. 51 By-Pass E.  
Dyersburg, Dyer County, Tennessee 38024

Union City Branch  
115 Washington Avenue  
Union City, Obion County, Tennessee 38261

Martin Branch

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115 Main Street  
Martin, Weakley County, Tennessee 38237

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RILEY DARR  
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Reelfoot Avenue Branch  
703 E. Reelfoot Avenue  
Union City, Obion County, Tennessee 38261

Ripley Main Street Branch  
139 N. Main Street  
Ripley, Lauderdale County, Tennessee 38063

Newbern Office  
105 N. Monroe Street  
Newbern, Dyer County, Tennessee 38059

Tiptonville Branch  
221 Church Street  
Tiptonville, Lake County, Tennessee 38079

Lake Branch  
Hwy 21 - Reelfoot Lake  
Tiptonville, Lake County, Tennessee 38079

Southside Branch  
720 Everett Street  
Tiptonville, Lake County, Tennessee 38079

Ridgeley Branch  
124 South Main Street  
Ridgeley, Lake County, Tennessee 38080

Dyersburg Branch  
213 Church Avenue North  
Dyersburg, Dyer County, Tennessee 38025

242 Lindell  
Martin, Weakley County, Tennessee 38237

University Branch  
396 University  
Martin, Weakley County, Tennessee 38237

Plaza Branch  
844 University  
Martin, Weakley County, Tennessee 38237

"CBCT" OR "ATM" BRANCHES:

Plaza Branch  
2110 Central Avenue

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Humboldt, Gibson County, Tennessee 38343

22nd Avenue Branch

801 N. 22nd Avenue

Humboldt, Gibson County, Tennessee 38343

Three Way Branch

8 Mason Road

Humboldt, Gibson County, Tennessee 38343

Dyersburg Bypass Branch

1801 Hwy. 51 By-Pass N.

Dyersburg, Dyer County, Tennessee 38024

Trenton Branch

Ingram's IGA Store

108 W. Armory Street

Trenton, Gibson County, Tennessee 38382

Ripley Peach Patch Office

282 South Washington

Ripley, Obion County, Tennessee 38063

University Center -- UT Martin

Martin, Weakley County, Tennessee 38237

**THE COMMERCIAL BANK**

**OFFICES OTHER THAN "CBCTs" OR "ATMs"**

The Commercial Bank

Main Office

224 7th Street

Obion, Tennessee 38240

Elbridge Branch

4370 Elbridge Obion Road

Obion, Tennessee 38240

**"CBCT" OR "ATM" BRANCHES:**

None.

**2.2 Information Concerning the Resulting Bank:**

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

**UNION PLANTERS BANK OF WEST TENNESSEE**

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All of the present banking offices of UPBWT and all of the present banking offices of TCB 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. All of the automated tellers or "CBCTs" of UPBWT and all of the present automated tellers or "CBCTs" of TCB identified in Section 2.1 above shall continue to be the automated tellers or "CBCTs" of the Resulting Bank. The Main Office of UPBWT identified in Section 2.1 shall continue to be the Main Office of the Resulting Bank.

(B) **Board of Directors.** The names and residences of each of the directors of the Resulting Bank are as follows:

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

Fred Baier, Jr.  
601 S. Trenton  
Rutherford, Tennessee 38369

Samuel L. Blackwell  
65 Newt Blackwell Rd.  
Humboldt, Tennessee 38343

Felix R. Dowsley  
2502 LeLatta Lane  
Humboldt, Tennessee 38343

Thomas D. Dunlap  
2700 Main Street  
Humboldt, Tennessee 38343

W. Ralph Jones III  
2686 Main Street  
Humboldt, Tennessee 38343

William Haynes  
226 Tuckahoe  
Jackson, Tennessee 38305

Harold W. McLeary, Jr.  
2414 Main Street  
Humboldt, Tennessee 38343

Clint O. Williams  
P. O. Box 67  
Fruitvale, Tennessee 38336

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STATE OF TENNESSEE Charles Browning Singleton  
715 High Street  
95 OCT 19 PM 1:40 Trenton, Tennessee 38382

RILEY DARNELL Winter Wren Hodges  
SECRETARY OF STATE 180 Old Dyer Trenton Rd.  
Dyer, Tennessee 38330

Percy E. Smith  
1031 Troy  
Dyersburg, TN 38024

Each of the above directors shall serve until their successors shall have been duly elected and qualified, they shall have been removed for cause or by reason of death or inability; provided, however, that nothing herein shall be deemed to restrict in any way the rights of the shareholders or directors of the Resulting Bank at any time after the Effective Time of the Bank Merger to nominate, elect, select or remove, as the case may be, such directors of the Resulting Bank as they shall see fit in the manner provided for in the Charter and the Bylaws of the Resulting Bank.

(C) **Officers.** The names and residences of those persons who shall be the policy-making-level "executive officers" of the Resulting Bank after consummation of the merger are as follows:

Clint O. Williams  
236 Fruitvale Road  
Fruitvale, Tennessee 38336

Sam Blackwell  
65 Newt Blackwell Rd.  
Humboldt, Tennessee 38343

Monte S. Jones  
1003 Meadow Wood Circle  
Humboldt, Tennessee 38343

Greg Hadaway  
7376 Hollorn Lane  
Memphis, Tennessee 38125

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

Common Stock	\$ 400,000
Capital Surplus	\$36,270,100
Net unrealized gain/(loss)	\$ 177,362
Available-for-Sale Securities	

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Retained Earnings	\$ 6,943,004
Total Stockholders' Equity	\$43,790,466

The Resulting Bank shall have one class of equity securities consisting of 40,000 authorized shares of common stock having a par value of \$1.00 per share. Upon the Merger becoming effective, the 40,000 shares of common stock of UPBWT which are presently issued and outstanding shall remain issued and outstanding shares of the Resulting Bank.

(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 TCB 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 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 CBI, TCB and UPBWT. CBI as the sole shareholder of both TCB 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 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 UPBWT



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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.

(b) **Conversion and Cancellation of TCB Common Stock.**  
Each share of TCB 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 without payment of consideration to CBI, the sole TCB 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 CBI as sole shareholder of TCB and UPBWT has already been given.

**ARTICLE 5  
DISPOSAL OF DISSENTERS' SHARES**

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

**ARTICLE 6  
NON-CONFORMING ASSETS OR ACTIVITIES**

6.1 **No Non-conforming Assets or Activities.** UPBWT and TCB do not now, nor will the Resulting Bank upon the Merger becoming effective, hold any assets or engage in any activity which is not allowed 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 TCB shall cease, and the Resulting Bank shall succeed to and shall

have stayed of the rights, properties, privileges, immunities, and powers for both TCB 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 TCB. All assets and properties, whether real, personal or mixed; and all debts due on 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 TCB 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 TCB prior to the Effective Time of the Merger shall not revert or be impaired in any way by reason of the Merger.

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 SECRETARY OF STATE

**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 UPBWT or TCB may be prosecuted as if the Merger had not taken place. Neither the rights of creditors nor any liens upon the property of TCB 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 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 consent of 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 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 this 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.

RILEY DARNELL  
SECRETARY OF STATE

**ARTICLE 9  
AMENDMENTS AND WAIVERS**

9.1 **Amendments.** To the extent permitted by law, this Merger Agreement may be amended unilaterally by CBI; 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, CBI, UPBWT and TCB, 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 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:

CBI: Commercial Bancorp Inc.  
7130 Goodlett Farms Parkway  
Cordova, Tennessee 38018  
Telecopy Number: (901)  
Attn: Jackson W. Moore  
Chairman and President

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SECRETARY OF STATE

The Commercial Bank  
Main Office  
224 7th Street  
Cobion, Tennessee 38079  
Telecopy Number: (901)  
Attn: Joel C. Pipkin  
President

UPBWT: Union Planters Bank of West Tennessee  
1214 Main Street  
Humboldt, Tennessee 38343  
Telecopy Number: (901)784-2905  
Attn: Clint O. Williams  
President and Chief Executive Officer

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.

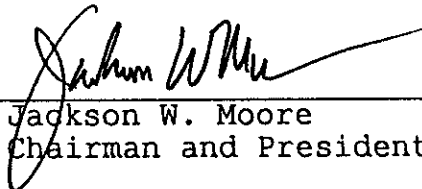
10.3 **Captions.** The Captions heading the Sections in this Merger Agreement are for convenience only and shall not affect the construction or interpretation of this Merger Agreement.

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.

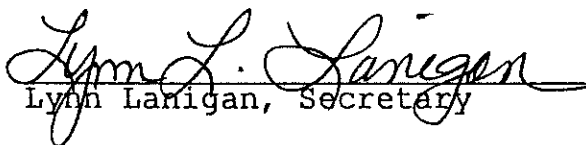
**IN WITNESS WHEREOF,** each of the Parties has caused this Merger Agreement to be duly executed and delivered by their duly authorized officers as of the date first above written.

COMMERCIAL BANCORP, INC.

By:

  
Jackson W. Moore  
Chairman and President

ATTEST:

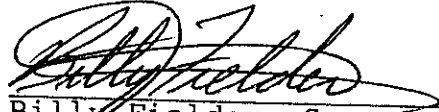
  
Lynn Lanigan, Secretary

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RILEY DARNELL  
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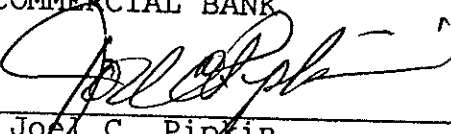
ATTEST:

  
Billy Fielder, Secretary

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THE COMMERCIAL BANK

By:

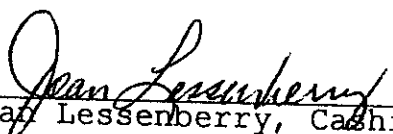
  
Joe C. Pipkin  
President

UNION PLANTERS BANK OF WEST TENNESSEE

By:

  
Clint O. Williams  
President and Chief Executive Officer

ATTEST:

  
Joan Lessenberry, Cashier

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DIRECTOR APPROVALS

The undersigned directors of UNION PLANTERS BANK OF WEST TENNESSEE and THE COMMERCIAL BANK, this 25<sup>th</sup> day of July, 1995, and this 31<sup>st</sup> day of July, 1995, respectively, hereby certify their approvals of the merger of THE COMMERCIAL BANK 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:

THE COMMERCIAL BANK

Fred Bauer  
Jack G. King  
W. W. McRae  
W. E. Hagyard Jr.  
Winter W. Hodges  
Ch. Singleton Jr.  
Thomas A. Danlap  
W. Ralph Jones III  
John P. Karsley  
Cliff D. Williams  
Samuel L. Blackwell

~~Billy Fielder~~  
Jackie Wells  
James A. Huey  
Paul Michael  
Frank Glavin  
Herman Denning  
Jack  
Melvin Ferguson

( \_\_\_\_\_ in office)

( \_\_\_\_\_ in office)


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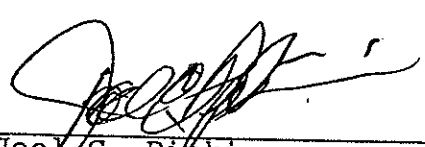
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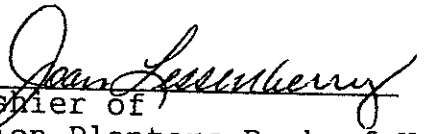
**CERTIFICATE OF  
PRESIDENT AND/OR CHAIRMAN AND SECRETARY AND/OR CASHIERS OF  
MERGING BANKS**

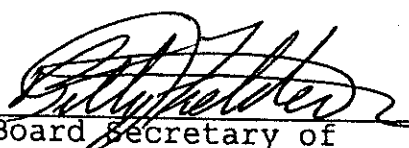
The undersigned, being the Presidents and/or Chairmen and Secretaries and/or Cashiers of UNION PLANTERS BANK OF WEST TENNESSEE and of THE COMMERCIAL BANK, (the "Merging Banks"), do hereby certify that the within Merger Agreement has been duly approved by a majority of the entire Board of Directors of 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 1<sup>st</sup> day of August, 1995.

  
Clint O. Williams  
President and CEO of  
Union Planters Bank of West  
Tennessee

  
Joel C. Pipkin  
President of  
The Commercial Bank

  
Joan L. Lumberry  
Cashier of  
Union Planters Bank of West  
Tennessee

  
Board Secretary of  
The Commercial Bank

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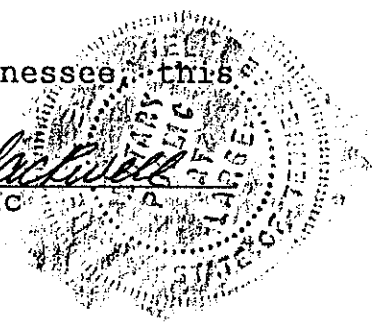
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Before me, a notary public of the State and County mentioned, personally appeared Clint O. Williams and Joan Lessenberry, with whom I am personally acquainted, and who, upon oath, acknowledged themselves to be respectively the President and CEO, and Cashier of UNION PLANTERS BANK OF WEST TENNESSEE, the within named Merging Bank, a corporation, and that they, as such President and CEO, 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 CEO, and by Joan Lessenberry signing the name of the corporation by herself as Cashier.

Witness my hand and seal, at office in Humboldt, Tennessee, this 25<sup>th</sup> day of July, 1995.

Samuel L. Blackwell  
Notary Public



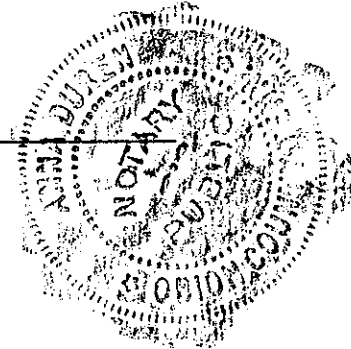
My commission expires: 5-12-96

STATE OF TENNESSEE)  
COUNTY OF OBION)

Before me, a notary public of the State and County mentioned, personally appeared Joel C. Pipkin and Billy Fielder, with whom I am personally acquainted, and who, upon oath, acknowledged themselves to be respectively the President and Board Secretary of THE COMMERCIAL BANK, the within named Merging Bank, a Tennessee banking corporation, and that they, as such President and Board Secretary executed the foregoing instrument for the purposes therein contained, by JOEL C. PIPKIN signing the name of the corporation by himself as President and by BILLY FIELDER signing the name of the corporation by himself as Board Secretary.

Witness my hand and seal, at office in Obion, Tennessee, this 1st day of AUGUST, 1995.

Anna Owen  
Notary Public



My commission expires: 5-20-96



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**CERTIFICATE OF SOLE SHAREHOLDER**

Commercial Bancorp, Inc. being the sole shareholder of both UNION PLANTERS BANK OF WEST TENNESSEE and THE COMMERCIAL BANK does hereby approve this Merger Agreement and does hereby appoint and authorize its officers, including but not limited to its President and Chief Executive Officer, to execute in its name and deliver on its behalf.

Dated: July 24, 1995

COMMERCIAL BANCORP, INC.

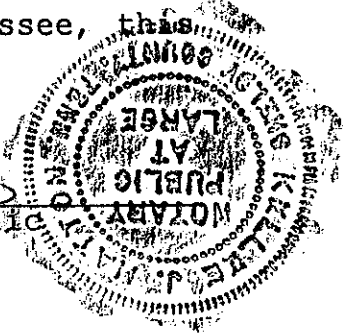
By: Jackson W. Moore  
Jackson W. Moore  
Chairman and President

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 COMMERCIAL BANCORP, 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 Cordova, Tennessee, this 24 day of July, 1995.

Kellee Patton  
Notary Public



My commission expires: My Commission Expires Dec. 21, 1998

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STATE OF TENNESSEE

95 OCT 19 PM 1:41

RILEY DARNELL  
SECRETARY OF STATE

EXHIBIT C

605

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STATE OF TENNESSEE

1995 OCT 19 PM 1:47

JOINT SHAREHOLDER AND BOARD OF DIRECTORS RESOLUTION  
OF UNION PLANTERS BANK OF WEST TENNESSEE

WHEREAS, RILEY DARNELL  
SECRETARY  
WHEREAS, Commercial Bancorp, Inc. ("CBI") is the sole shareholder of Union Planters Bank of West Tennessee ("UPBWT"), a Tennessee banking corporation, and is the sole shareholder of The Commercial Bank ("TCB"), a Tennessee banking corporation; and

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

RESOLVED, That the appropriate officers are 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 TCB with and into UPBWT, as well as all other acts necessary by them 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;

RESOLVED, That the 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 in this resolution, including, but not limited to, the execution of any original, amended or restated agreements to effect the Merger, the execution and filing of a Merger Agreement 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 UPBWT be, and they hereby are, authorized, empowered, and directed, in the name and on behalf of 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, Vice President, the Secretary, and any Assistant 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 25<sup>th</sup> day of July, 1995, 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.

IN WITNESS WHEREOF, I have hereunder set my hand on this the 25<sup>th</sup> day of July, 1995.

By: Cliff O Williams  
Its: President

SEAL



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ACKNOWLEDGED AND AGREED TO THIS 24TH DAY OF JULY, 1995, BY COMMERCIAL BANCORP, INC. AS THE ~~SOLE~~ SHAREHOLDER OF UNION PLANTERS BANK OF WEST TENNESSEE BY ITS DULY APPOINTED AND AUTHORIZED REPRESENTATIVE.

95 OCT 19 PM 1:41

COMMERCIAL BANCORP, INC.  
RILEY DARNELL  
SECRETARY OF STATE

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

SEAL

ACKNOWLEDGED AND AGREED TO THIS 24TH DAY OF JULY, 1995, BY UNION PLANTERS CORPORATION, AS THE SOLE SHAREHOLDER OF COMMERCIAL BANCORP, INC., BY ITS DULY APPOINTED AND AUTHORIZED REPRESENTATIVE.

UNION PLANTERS CORPORATION

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



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STATE OF TENNESSEE

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RILEY DARNELL  
SECRETARY OF STATE

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EXHIBIT B

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STATE OF TENNESSEE

JOINT SHAREHOLDER AND BOARD OF DIRECTORS RESOLUTION  
OF THE COMMERCIAL BANK

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WHEREAS, Commercial Bancorp, Inc. ("CBI") is the sole shareholder of Union Planters Bank of West Tennessee (UPBWT), a Tennessee banking corporation, and is the sole shareholder of The Commercial Bank ("TCB"), a Tennessee banking corporation; and

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

RESOLVED, That the requirement of Section 6.4 of that certain Agreement and Plan of Reorganization dated as of June 14, 1994, between Union Planters Corporation, CBI Acquisition Company, Inc., CBI and TCB that no action be taken for three years to merge TCB with UPC or any affiliate of UPC or to change the corporate name of TCB are hereby expressly waived by the Board of Directors;

RESOLVED, That the appropriate officers are 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 TCB with and into UPBWT, as well as all other acts necessary by them in connection with the transaction and the execution and delivery of the Merger Agreement, including, but not limited to, restructuring the capital structure of TCB, in order to effect the Merger;

RESOLVED, That the appropriate officers of TCB be, and they hereby are, authorized, empowered and directed on behalf of TCB 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 in this resolution, including, but not limited to, the execution of any original, amended or restated agreements to effect the Merger, the execution and filing of a Merger Agreement 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 TCB be, and they hereby are, authorized, empowered, and directed, in the name and on behalf of TCB, 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 TCB and approved, ratified and confirmed; and

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

Approved and adopted this the 31<sup>st</sup> day of July, 1995, by a <sup>majority</sup> ~~unanimous~~ vote of the Board of Directors of The Commercial Bank at a meeting duly called and held for such purpose.

IN WITNESS WHEREOF, I have hereunder set my hand on this the 31<sup>st</sup> day of July, 1995.

By: \_\_\_\_\_  
Its: President



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STATE OF TENNESSEE  
ACKNOWLEDGED AND AGREED TO THIS 24TH DAY OF JULY, 1995, BY COMMERCIAL BANCORP, INC. AS THE SOLE SHAREHOLDER OF THE COMMERCIAL BANK BY ITS DULY APPOINTED AND AUTHORIZED REPRESENTATIVE.

RILEY DARNELL  
SECRETARY OF STATE  
COMMERCIAL BANCORP, INC.

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

SEAL

ACKNOWLEDGED AND AGREED TO THIS 24TH DAY OF JULY, 1995, BY UNION PLANTERS CORPORATION, AS THE SOLE SHAREHOLDER OF COMMERCIAL BANCORP, INC., BY ITS DULY APPOINTED AND AUTHORIZED REPRESENTATIVE.

UNION PLANTERS CORPORATION

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



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