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## Section 1: DEFA14A (8-K MERGER AGREEMENT)

UNITED STATES  
SECURITIES AND EXCHANGE COMMISSION  
WASHINGTON, DC 20549

FORM 8-K  
CURRENT REPORT

Pursuant to Section 13 or 15(d) of the  
Securities Exchange Act of 1934

Date of report (Date of earliest event reported): **April 11, 2017 (April 10, 2017)**

**Bank of the Ozarks, Inc.**  
(Exact name of registrant as specified in its charter)

**Arkansas**  
(State or other jurisdiction of incorporation)

**0-22759**  
(Commission File Number)

**71-0556208**  
(IRS Employer Identification No.)

**17901 Chenal Parkway, Little Rock, Arkansas**  
(Address of principal executive offices)

**72223**  
(Zip Code)

**(501) 978-2265**  
(Registrant's telephone number, including area code)

**Not Applicable**  
(Former name or former address, if changed since last report)

Check the appropriate box below if the form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions (see General Instruction A.2.):

- Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)
- Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)
- Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))
- Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))

## **Item 1.01 Entry into a Material Definitive Agreement**

On April 10, 2017, Bank of the Ozarks, Inc., an Arkansas corporation (the “Company”), as part of an internal corporate reorganization, entered into an Agreement and Plan of Merger (the “Plan of Merger”) with its wholly-owned bank subsidiary, Bank of the Ozarks, an Arkansas banking corporation (the “Bank”). Under the terms of the Plan of Merger, the Company will be merged with and into the Bank (the “Reorganization”) with the Bank continuing as the surviving entity (the “Surviving Entity”).

At the effective time of the Reorganization, the outstanding shares of the Bank’s common stock will be cancelled and cease to exist, and the outstanding shares of the Company’s common stock, par value \$0.01 per share, will automatically be converted into an equivalent number of shares of the Surviving Entity’s common stock. As a result, the shares of capital stock of the Surviving Entity will be owned directly by the Company’s shareholders in the same proportion as their ownership of the Company’s capital stock immediately prior to the Reorganization. The Surviving Entity will assume the Company’s equity incentive plans, equity compensation plans, and other compensation plans, along with all options, unvested time-based and performance-based restricted stock, and any other equity or equity-based awards under such plans. Each equity award will be subject to the same terms and conditions that applied to the award immediately prior to the effective time of the Reorganization, including vesting schedules and other restrictions.

As an Arkansas state-chartered bank that is not a member of the Federal Reserve System, the Surviving Entity will continue to be subject to regulation and supervision by the Arkansas State Bank Department (“ASBD”) and the Federal Deposit Insurance Corporation (“FDIC”). The Company is currently subject to regulation and supervision by the Federal Reserve Board (“FRB”) as a bank holding company; following the Reorganization, the Surviving Entity will not be subject to the FRB’s regulation and supervision (except such regulations as are made applicable to the Surviving Entity by law and regulations of the FDIC).

Following the Reorganization, it is expected that the Surviving Entity will be a publicly-traded company listed on The NASDAQ Global Select Market (“NASDAQ”) under the same ticker symbol currently used by the Company, “OZRK.” The Surviving Entity’s common stock will be registered under the Securities Exchange Act of 1934, as amended (the “Exchange Act”), which vests the FDIC with the power to administer and enforce certain sections of the Exchange Act applicable to banks such as the Surviving Entity. Following the Reorganization, the Surviving Entity will no longer file periodic or current reports or other materials with the Securities and Exchange Commission (“SEC”) but will be required to file such periodic and current reports and other materials required under the Exchange Act with the FDIC. Among other things, the Surviving Entity will file annual, quarterly and current reports on Forms 10-K, 10-Q and 8-K with the FDIC and NASDAQ, and the Surviving Entity’s shareholders will be subject to the reporting requirements and prohibition on short-swing profits of Section 16 of the Exchange Act.

Pursuant to Section 3(a)(2) of the Securities Act of 1933, as amended (the “Securities Act”), securities issued by the Surviving Entity, including the common stock to be issued in connection with the Reorganization, are exempt from registration under the Securities Act.

The Surviving Entity will have the same board of directors following the Reorganization as the Company had immediately prior thereto, and the standing committees of the board of directors of the Surviving Entity and their composition will be the same as the Company immediately prior to the

Reorganization. Executive officers of the Company immediately prior to the Reorganization will hold substantially the same positions and titles with the Surviving Entity following the Reorganization.

It is intended that the Reorganization will be treated for U.S. federal income tax purposes as a reorganization within the meaning of Section 368(a) of the Internal Revenue Code of 1986, as amended, with the result that shareholders of the Company will not recognize gain or loss as a result of the Reorganization.

The Plan of Merger has been approved by the boards of directors of each of the Company and the Bank. In connection with the Reorganization, the Company will convene and hold a special meeting of its shareholders to consider and vote upon the Reorganization. The Reorganization is subject to various closing conditions including, among others, (i) approval by the holders of a majority of the outstanding shares of the Company's common stock entitled to vote on the Reorganization, (ii) receipt of all required regulatory approvals, including the approval of the FDIC, and (iii) approval for listing on NASDAQ of the Bank's common stock. In connection with the consummation of the Reorganization, the Company and the Bank will comply with any obligations to make filings with the SEC, the FDIC and NASDAQ under the Exchange Act and applicable rules.

The foregoing summary of the Reorganization and the terms and conditions of the Plan of Merger does not purport to be complete and is qualified in its entirety by reference to the complete text of the Plan of Merger. As such, the Plan of Merger, which is attached hereto as Exhibit 2.1, is incorporated herein by reference.

#### **Item 7.01 Regulation FD Disclosure**

Reference is made to the information set forth in response to Item 1.01, which information is incorporated herein by reference.

If the Reorganization is approved and effected, the bank holding company structure will be eliminated and the Bank will become the top-level company. The Company believes that the proposed Reorganization will further improve the combined entity's efficiency by eliminating redundant corporate infrastructure and activities as well as the associated supervision and oversight from the FRB applicable to registered bank holding companies.

#### **Additional Information**

This communication is being made in respect of the proposed reorganization transaction described above. In connection with the transaction, the Company will file with the SEC and mail to its shareholders a proxy statement. BEFORE MAKING ANY VOTING DECISION WITH RESPECT TO THE PROPOSED REORGANIZATION TRANSACTION, INVESTORS ARE URGED TO READ THE PROXY STATEMENT AND ANY OTHER RELEVANT DOCUMENTS CAREFULLY IN THEIR ENTIRETY WHEN THEY BECOME AVAILABLE BECAUSE THEY WILL CONTAIN IMPORTANT INFORMATION ABOUT THE PROPOSED TRANSACTION. The proxy statement, as well as other filings containing information about the Company and the Bank, will be available without charge at the SEC's internet website (<http://www.sec.gov>). Copies of the proxy statement can also be obtained, when available, without charge, from the Company's investor relations website at <http://ir.bankozarks.com>.

The Company and certain of its directors, executive officers and other members of management and employees may be deemed to be participants in the solicitation of proxies from the shareholders of the Company in respect of the proposed reorganization transaction. Certain information about the

directors and executive officers of the Company is set forth in its Annual Report on Form 10-K for the year ended December 31, 2016, which was filed with the SEC on March 1, 2017, and its proxy statement for its 2017 annual meeting of shareholders, which was filed with the SEC on March 13, 2017. Other information regarding the participants in the proxy solicitations and a description of their direct and indirect interests, by security holdings or otherwise, will be included in the proxy statement and other relevant documents filed with the SEC when they become available.

### **Caution about Forward-Looking Statements**

This communication contains certain forward-looking information about the Company and the Surviving Entity that is intended to be covered by the safe harbor for “forward-looking statements” provided by the Private Securities Litigation Reform Act of 1995. All statements other than statements of historical fact are forward-looking statements. In some cases, you can identify forward-looking statements by words such as “may,” “hope,” “will,” “should,” “expect,” “plan,” “anticipate,” “intend,” “believe,” “estimate,” “predict,” “potential,” “continue,” “could,” “future” or the negative of those terms or other words of similar meaning. These forward-looking statements include, without limitation, statements relating to the terms and closing of the proposed transaction between the Company and the Bank and the proposed impact of the reorganization on the Surviving Entity’s financial results. You should carefully read forward-looking statements, including statements that contain these words, because they discuss the future expectations or state other “forward-looking” information about the Company and the Surviving Entity. A number of important factors could cause actual results or events to differ materially from those indicated by such forward-looking statements, many of which are beyond the parties’ control, including the parties’ ability to consummate the transaction or satisfy the conditions to the completion of the transaction, including the receipt of shareholder approval, the receipt of regulatory approvals required for the transaction on the terms expected or on the anticipated schedule; the parties’ ability to meet expectations regarding the timing, completion and accounting and tax treatments of the transaction; the possibility that any of the anticipated benefits of the proposed reorganization will not be realized or will not be realized within the expected time period; the failure of the proposed reorganization to close for any other reason; the effect of the announcement of the reorganization on operating results; the possibility that the reorganization may be more expensive to complete than anticipated, including as a result of unexpected factors or events; general competitive, economic, political and market conditions and fluctuations; and the other factors described in the Company’s Annual Report on Form 10-K for the fiscal year ended December 31, 2016. The Company assumes no obligation to update the information in this communication, except as otherwise required by law. Readers are cautioned not to place undue reliance on these forward-looking statements, all of which speak only as of the date hereof.

### **Item 9.01 Financial Statements and Exhibits.**

(d) Exhibits:

<b>Exhibit No.</b>	<b>Document Description</b>
2.1	Agreement and Plan of Merger, dated as of April 10, 2017, by and between Bank of the Ozarks, Inc. and Bank of the Ozarks.

## **SIGNATURES**

Pursuant to the requirements of the Securities Exchange Act of 1934, the registrant has duly caused this report to be signed on its behalf by the undersigned hereunto duly authorized.

### **BANK OF THE OZARKS, INC.**

Date: April 10, 2017

By: /s/ Greg McKinney

Name: Greg McKinney

Title: Chief Financial Officer and Chief Accounting Officer

## EXHIBIT INDEX

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### Section 2: EX-2.1 (EX-2.1)

Exhibit 2.1

#### **AGREEMENT AND PLAN OF MERGER BY AND BETWEEN BANK OF THE OZARKS, INC. AND BANK OF THE OZARKS**

THIS AGREEMENT AND PLAN OF MERGER (this “Plan of Merger”) is made and entered into as of the 10th day of April, 2017, by and between Bank of the Ozarks, Inc. (“Company”), an Arkansas business corporation, and Bank of the Ozarks (“Bank”), an Arkansas banking corporation.

#### **PREAMBLE**

Each of the Boards of Directors of Company and Bank deems it advisable and in the best interest of each of their respective institutions and their respective shareholders for Company to be merged with and into Bank (the “Merger”) on the terms and conditions provided in this Plan of Merger. It is intended that the Merger for federal income tax purposes shall qualify as a “reorganization” within the meaning of Section 368(a) of the Internal Revenue Code.

NOW THEREFORE, in consideration of the covenants and agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Company and Bank hereby make, adopt and approve this Plan of Merger in order to set forth the terms and conditions of the Merger.

#### **ARTICLE ONE** **TERMS OF MERGER**

1.1 **Merger.** Subject to the terms and conditions of this Plan of Merger, at the time the Merger becomes effective under applicable law (the “Effective Time”), Company shall be merged with and into Bank in accordance with the provisions of and with the effect provided in Subchapter 11 of the Arkansas Business Corporation Act (the “Business Corporation Act”), particularly, Arkansas Code Annotated § 4-27-1101 and §§ 4-27-1106 – 4-27-1110, inclusive, and with the particular effect provided in Arkansas Code Annotated § 4-27-1110, and in accordance with the provisions of and with the effect provided in the Arkansas Banking Code of 1997, as amended (the “Banking Code”), particularly Arkansas Code Annotated § 23-48-503, as said section has been amended by Act 548 of the Acts of the 2017 General Assembly of Arkansas. Bank shall be the surviving entity resulting from the Merger (the “Surviving Entity”) and shall continue to be a state banking corporation governed by the laws of the state of Arkansas. Without limiting the generality of the foregoing and subject thereto, at the Effective Time, all the property, rights, privileges, immunities, powers, franchises and authority of Company and Bank shall vest in the Surviving Entity and all debts, liabilities and duties of Company and Bank shall become the debts, liabilities and duties of the Surviving Entity. The Merger shall be consummated pursuant to the terms of this Plan of Merger.

1.2 **Filing.** At a time mutually selected by Company and Bank, the parties will cause the Merger to be consummated by filing properly executed Articles of Merger (the “Articles of Merger”) with the Secretary of State of the state of Arkansas, in accordance with the Business Corporation Act, and the Arkansas Bank Commissioner, in accordance with the

Banking Code,

together with such other certificates, instruments and documents as are necessary to be filed in connection therewith under applicable law.

1.3 **Effective Time of the Merger.** The Merger shall become effective, and the Effective Time shall occur, upon the date and time as set forth in the Articles of Merger, or if not provided for therein, upon the acceptance of the Articles of Merger by the Secretary of State of the state of Arkansas and by the Arkansas Bank Commissioner.

1.4 **Business and Name of Surviving Entity.** The business of the Surviving Entity from and after the Effective Time shall be that of a state banking corporation organized under the laws of the state of Arkansas. The business of the Surviving Entity shall be conducted from its main office and at its legally established branches, which shall also include all branches, whether in operation or approved but unopened, and whether within or outside the state of Arkansas, at the Effective Time. The legal name of the Surviving Entity shall be "Bank of the Ozarks."

1.5 **Charter.** The Amended and Restated Articles of Incorporation of Bank in effect immediately prior to the Effective Time shall be the Articles of Incorporation of the Surviving Entity immediately following the Effective Time, until otherwise amended or repealed.

1.6 **Bylaws.** The Amended and Restated Bylaws of Bank in effect immediately prior to the Effective Time shall be the Bylaws of the Surviving Entity immediately following the Effective Time, until otherwise amended or repealed.

1.7 **Directors and Officers.**

(a) The directors of the Surviving Entity upon the Effective Time shall consist of the incumbent directors of Bank, who shall serve as directors of the Surviving Entity from and after the Effective Time in accordance with the Articles of Incorporation and Bylaws of the Surviving Entity.

(b) The officers of the Surviving Entity upon the Effective Time shall be the incumbent officers of Bank immediately prior to the Effective Time, who shall serve as officers of the Surviving Entity from and after the Effective Time in accordance with the bylaws of the Surviving Entity.

1.8 **Dissenters' Rights.** In accordance with § 4-27-1301 *et seq.* of the Business Corporation Act, and subject to compliance with the provisions thereof, holders of Company Common Stock shall be entitled to dissenters' rights in connection with the Merger.

1.9 **Additional Actions.** If, at any time after the Effective Time, the Surviving Entity shall consider or be advised that any further deeds, documents, assignments or assurances in law or any other acts are necessary or desirable to carry out the purposes of this Plan of Merger, Company shall be deemed to have granted to the Surviving Entity, an irrevocable power of attorney to execute and deliver, in such official corporate capacities, all such deeds, assignments or assurances in law or any other acts as are necessary or desirable to carry out the purposes of



this Plan of Merger, and the officers and directors of the Surviving Entity are authorized in the name of Company to take any and all such action.

## **ARTICLE TWO**

### **MANNER OF CONVERTING SHARES; ASSUMPTION OF EQUITY PLANS AND EQUITY AWARDS**

2.1 **Conversion of Shares.** At the Effective Time, by virtue of the Merger and without any action on the part of Company or Bank, or the holders of any of their securities, each of the following transactions shall be deemed to occur simultaneously:

(a) Each share of Company Common Stock, par value \$0.01, issued and outstanding immediately prior to the Effective Time, shall be converted into and thereafter represent, for all purposes, one validly issued, fully paid, and nonassessable share of the Surviving Entity's Common Stock, par value \$0.01, authorized pursuant to the Articles of Incorporation of the Surviving Entity. From and after the Effective Time, each stock certificate that immediately prior to the Effective Time represented shares of Company Common Stock shall, for all purposes, represent an equal number of shares of Common Stock of the Surviving Entity; provided, however, that from and after the Effective Time, the holders of such stock certificates shall be entitled to surrender such certificates to the Surviving Entity's transfer agent and to receive in exchange therefor new certificates evidencing such shares of the Surviving Entity's Common Stock or such shares of the Surviving Entity's Common Stock in book entry form.

(b) Each share of Bank Common Stock issued and outstanding immediately prior to the Effective Time shall be automatically cancelled and cease to exist, and no consideration shall be delivered in exchange therefor.

2.2 **Assumption of Equity Plans, Other Plans and Outstanding Equity Awards.**

(a) At the Effective Time, by operation of this Plan of Merger, Company shall assign to Bank, and Bank, as the Surviving Entity, shall assume and agree to perform, all obligations of Company pursuant to (i) the Equity Plans, (ii) the Other Plans (including awards thereunder) and (iii) the Equity Awards. Each Equity Award so assumed by Bank under this Plan of Merger will continue to have, and be subject to, the same terms and conditions as set forth in the applicable Equity Plan and any grant agreements thereunder in effect immediately prior to the Effective Time, including, without limitation, the performance goals, if any, as then in effect, vesting schedules (without acceleration thereof by virtue of the Merger or the transactions contemplated hereby) and per share exercise price, as applicable.

(b) At the Effective Time, the Equity Plans, the Other Plans, the Equity Awards and any grant agreements shall each automatically be deemed to be amended as necessary to provide that references to Company in such agreements shall be read to refer to Bank. Company and Bank agree that they will, at or promptly following the Effective Time, execute, acknowledge and deliver any and all instruments, agreements or documents necessary or desirable to effect or memorialize the assignments and assumptions contemplated by this Section 2.2.

(c) For purposes of this Section 2.2, the terms “Equity Plans,” “Other Plans” and “Equity Awards” shall have the meanings provided below:

(i) “Equity Plans” means all equity compensation plans and equity incentive plans of Company and any of its predecessors, which provide for the purchase, grant or issuance of Company Common Stock or awards convertible into or exchangeable for Company Common Stock.

(ii) “Other Plans” means all compensation, retirement, benefit, incentive or other similar plans, including for the avoidance of doubt, any deferred compensation or 401(k) plan, for directors, officers or employees of Company, other than the Equity Plans, and any employment, indemnification or similar agreement.

(iii) “Equity Awards” means all unvested time-based and performance-based restricted stock and restricted stock units, all options, stock appreciation rights, phantom units and any other equity or equity-based awards granted under the Equity Plans.

2.3 **Reservation of Shares.** At or prior to the Effective Time, Bank will reserve sufficient shares of Bank Common Stock to provide for the issuance of Bank Common Stock under the Equity Plans and each Equity Award.

### **ARTICLE THREE** **CONDITIONS OF MERGER**

3.1 **Conditions Precedent.** The obligations of the parties to this Plan of Merger to consummate the Merger and the transactions contemplated by this Plan of Merger shall be subject to fulfillment or waiver by the parties hereto at or prior to the Effective Time of each of the following conditions:

(a) No order, statute, rule, regulation, executive order, injunction, stay, decree, judgment or restraining order shall have been enacted, entered, promulgated or enforced by any court or governmental or regulatory authority or instrumentality which prohibits or makes illegal the consummation of the Merger or the transactions contemplated hereby.

(b) The Board of Directors of Company shall have received evidence in form and substance reasonably satisfactory to it that holders of Company Common Stock will not recognize gain or loss for United States federal income tax purposes as a result of the Merger.

(c) This Plan of Merger and the transactions contemplated hereby shall have received the requisite approval of the shareholders of Company.

(d) All regulatory approvals required to consummate the Merger in the manner contemplated herein shall have been obtained, including the approval for listing on The NASDAQ Global Select Market of the Bank Common Stock to be issued in the Merger, and

shall remain in full force and all statutory waiting periods in respect thereof shall have expired or been terminated.

(e) The Board of Directors of Company shall not have determined that the Merger is not in the best interests of Company or its shareholders.

(f) All third party consents and approvals required, or deemed by the Board of Directors of Company advisable, to be obtained under any material note, bond, mortgage, deed of trust, security interest, indenture, law, regulation, lease, license, contract, agreement, plan, instrument or obligation to which Company or any subsidiary or affiliate of Company is a party, or by which Company or any subsidiary or affiliate of Company, or any property of Company or any subsidiary or affiliate of Company, may be bound, in connection with the Merger and the transactions contemplated thereby, shall have been obtained by Company or its subsidiary or affiliate, as the case may be.

#### **ARTICLE FOUR** **COVENANTS**

4.1 **Equity Plans and Other Plans.** Company and Bank will take or cause to be taken all actions necessary or desirable in order for Bank to assume the Equity Plans and the Other Plans, each grant agreement entered into pursuant thereto, and each Equity Award granted thereunder, all to the extent deemed appropriate by Company and Bank and permitted under applicable law.

4.2 **Insurance.** Bank shall procure insurance or cause the assignment and assumption of the insurance policies of Company such that, upon consummation of the Merger, the Surviving Entity shall have insurance coverage that is substantially identical to the insurance coverage held by Company immediately prior to the Merger.

4.3 **Assumption of Agreements.** Company and Bank will take or cause to be taken all actions necessary or desirable in order for Bank to assume and perform the obligations of Company under all agreements of Company, all to the extent deemed appropriate by Company and Bank and permitted under applicable law.

4.4 **Tax Treatment.** The parties hereto acknowledge that the Merger is intended to constitute a tax-free reorganization pursuant to Section 368(a) of the Code, and shall file all tax returns consistent with such treatment. Each party hereto shall use its commercially reasonable efforts to cause the Merger to qualify, and will not knowingly take any actions or cause any actions to be taken which could reasonably be expected to prevent the Merger from qualifying, for such treatment.

#### **ARTICLE FIVE** **TERMINATION AND AMENDMENT**

5.1 **Termination.** Notwithstanding the approval of this Plan of Merger by the shareholders of Company and Bank, this Plan of Merger may be terminated and the Merger

abandoned at any time prior to the Effective Time by mutual consent of the Board of Directors of Company and the Board of Directors of Bank.

5.2 **Effect of Termination.** In the event of the termination and abandonment of this Plan of Merger pursuant to Section 5.1 immediately preceding, this Plan of Merger shall become void and have no effect.

5.3 **Amendment.** This Plan of Merger may be amended, modified or supplemented by written agreement of each party, authorized by resolutions adopted by the respective Boards of Directors of Company and Bank at any time prior to the Effective Time; provided, however, that no amendment of this Plan of Merger may be made after approval of this Plan of Merger by the shareholders of either Company or Bank, other than amendments which by law do not require further approval by the shareholders of Company or Bank, unless such amendment is approved by such shareholders.

5.4 **Other Obligations.** Company and Bank agree that all rights to indemnification and exculpation from liability for acts or omissions occurring at or prior to the Effective Time and rights to advancement of expenses relating thereto existing prior to the Effective Time in favor of current or former directors or officers of Company as provided in Company's Articles of Incorporation, Bylaws, under law or by any existing indemnification agreements or arrangements of Company shall survive the Merger and become the obligations of the Surviving Entity.

**ARTICLE SIX**  
**MISCELLANEOUS**

6.1 **Governing Law.** This Plan of Merger shall be governed by and construed in accordance with the internal substantive laws of the state of Arkansas without giving effect to any choice or conflict of law provision or rule that would cause the application of laws of any jurisdiction other than those of the state of Arkansas.

6.2 **Limitations on Rights of Parties.** Nothing expressed or implied in this Plan of Merger is intended to or shall be construed to confer upon or give any person, firm or corporation, other than the parties hereto and their respective successors and permitted assigns, any rights or remedies under or by reason of this Plan of Merger or any transaction contemplated hereby, other than in strict accordance with the provisions of Section 1.8 of this Plan of Merger.

6.3 **Counterparts.** This Plan of Merger may be executed in multiple counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Plan of Merger scanned and delivered by facsimile, electronic mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Plan of Merger.

[Signature Page Follows.]

IN WITNESS WHEREOF, Company and Bank have entered into this Plan of Merger as of the date first set forth above.

**BANK OF THE OZARKS, INC.**

an Arkansas business corporation

By: /s/Greg McKinney

Name:Greg McKinney

Title:Chief Financial Officer and Chief Accounting Officer

**BANK OF THE OZARKS**

an Arkansas state banking corporation

By: /s/Greg McKinney

Name:Greg McKinney

Title:Chief Financial Officer and Chief Accounting Officer

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