FEDERAL DEPOSIT INSURANCE CORPORATION
Washington, D.C. 20429

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): **June 26, 2017**

Bank of the Ozarks
(Exact name of registrant as specified in its charter)

Arkansas
(State or other jurisdiction of incorporation)

71-0130170
(IRS Employer Identification No.)

17901 Chenal Parkway, Little Rock, Arkansas	**72223**
(Address of principal executive offices)	(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))

Indicate by check mark whether the registrant is an emerging growth company as defined in Rule 405 of the Securities Act of 1933 (17 CFR §230.405) or Rule 12b-2 of the Securities Exchange Act of 1934 (17 CFR §240.12b-2).

Emerging growth company ☐

If an emerging growth company, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards provided pursuant to Section 13(a) of the Exchange Act. ☐

Explanatory Note

As further described below, on June 26, 2017, as the result of an internal reorganization designed to eliminate its bank holding company structure, Bank of the Ozarks, Inc., an Arkansas corporation (the "Predecessor"), merged with and into its wholly-owned subsidiary, Bank of the Ozarks, an Arkansas state banking corporation (the "Company"), with the Company continuing as the surviving corporation (the "Reorganization"). The Reorganization occurred pursuant to an Agreement and Plan of Merger, dated as of April 10, 2017 (the "Merger Agreement"), by and between the Company and the Predecessor, which was approved by the requisite shareholder vote at a special meeting of the shareholders of the Predecessor held on June 23, 2017.

This Current Report on Form 8-K is being filed for the purpose of establishing the Company as the successor issuer of the Predecessor pursuant to Rule 12g-3(a) under the Securities Exchange Act of 1934, as amended (the "Exchange Act"), and to disclose information required to be disclosed on Form 8-K with respect to the Predecessor prior to the Effective Time (as defined below) and the Company as of the Effective Time. Pursuant to Rule 12g-3(a) under the Exchange Act, the shares of common stock, par value $0.01 per share, of the Company ("Common Stock") are deemed registered under Section 12(b) of the Exchange Act. The form of stock certificate for the Common Stock is attached hereto as Exhibit 4.2.

Item 1.01 Entry into a Material Definitive Agreement.

Merger Agreement

On April 10, 2017, the Company and the Predecessor entered into the Merger Agreement, which provided for the Reorganization. A summary of the material terms of the Merger Agreement and the Reorganization can be found in the Predecessor's Current Report on Form 8-K filed with the Securities and Exchange Commission ("SEC") on April 11, 2017.

Supplemental Indentures

On June 26, 2017, in connection with the Reorganization, the Company entered into the following supplemental indentures (collectively, the "Supplemental Indentures"):

- Four Second Supplemental Indentures, each by and among the Predecessor, the Company and the trustee named therein, authorizing the Company to assume the Predecessor's indentures (which the Predecessor previously assumed in connection with its acquisition of Intervest Bancshares Corporation) governing four issues of trust preferred securities and related subordinated debentures in the aggregate outstanding principal amount of approximately $55 million.

- Four First Supplemental Indentures, each by and among the Predecessor, the Company and the trustee named therein, authorizing the Company to assume the Predecessor's indentures governing four issues of trust preferred securities and related subordinated debentures in the aggregate outstanding principal amount of approximately $63 million.

- A Second Supplemental Indenture by and among U.S. Bank National Association, the Predecessor and the Company, authorizing the Company to assume the Predecessor's obligations with respect to subordinated notes in the aggregate principal amount of approximately $225 million.

The description of the Merger Agreement, the Reorganization and the Supplemental Indentures

contained or referenced in this Item 1.01 does not purport to be complete and is subject to and qualified in its entirety by reference to the Merger Agreement, which is attached hereto as Exhibit 2.1, and the Supplemental Indentures, which are attached hereto as Exhibits 4.3, 4.4, 4.5, 4.6, 4.7, 4.8, 4.9, 4.10 and 4.11, and incorporated into this Item 1.01 by reference.

The information set forth in Items 2.01 and 3.03 of this Current Report on Form 8-K is incorporated into this Item 1.01 by reference.

Item 2.01 Completion of Acquisition or Disposition of Assets.

On June 26, 2017, the Company and the Predecessor completed the Reorganization. The Reorganization was consummated by the filing of articles of merger, effective as of 4:00 p.m., Central Time, on June 26, 2017 (the "Effective Time"), with the Arkansas State Bank Department (the "ASBD") and the Arkansas Secretary of State.

At the Effective Time, each share of common stock, par value $0.01, of the Predecessor ("Predecessor Common Stock") issued and outstanding immediately prior to the Reorganization automatically converted into one share of Common Stock having the same designations, rights, powers and preferences and the same qualifications, limitations and restrictions as the corresponding share of Predecessor Common Stock being converted. Accordingly, upon consummation of the Reorganization, the Predecessor's shareholders immediately prior to the consummation of the Reorganization became shareholders of the Company.

In connection with the Reorganization, as of the Effective Time, the Company also assumed all of the Predecessor's rights and obligations under each of its equity incentive plans, equity compensation plans, and other compensation plans, and any subplans, appendices or addendums thereto, including all rights and obligations with respect to the 2009 Amended and Restated Restricted Stock and Incentive Plan, Amended and Restated Stock Option Plan, Non-Employee Director Stock Plan, Non-Employee Director Stock Option Plan, 401(k) Plan, Supplemental Executive Retirement Plan and Deferred Compensation Plan (collectively, the "Compensation Plans"), and all issued and outstanding stock options to purchase shares of Predecessor Common Stock ("Stock Options"), unvested time-based and performance-based restricted Predecessor Common Stock, and any other equity or equity-based awards issued thereunder or granted by the Predecessor ("Other Equity Awards"). At the Effective Time, and subject to the same terms and conditions that applied immediately prior to the Effective Time, including vesting schedules and other restrictions: (i) each Stock Option was converted into an option to purchase a share of Common Stock at an exercise price per share equal to the exercise price per share of Predecessor Common Stock subject to such Stock Option immediately prior to the consummation of the Reorganization and (ii) each Other Equity Award was converted into a right to acquire or vest in the same number and type of equity interests of the Company as of the Predecessor immediately prior to the consummation of the Reorganization. Named executive officers and other officers participate in certain of the Compensation Plans. At the Effective Time, the Compensation Plans and award agreements governing the Stock Options and Other Equity Awards, and any provision of any other compensatory plan, agreement or arrangement providing for the grant or issuance of shares of Predecessor Common Stock were automatically deemed to be amended to the extent necessary or appropriate to provide that references to the Predecessor in such awards, documents and provisions will be read to refer to the Company and references to shares of Predecessor Common Stock in such awards, documents and provisions will be read to refer to shares of Common Stock.

Following consummation of the Reorganization, the executive officers and directors of the Company are the same individuals that served as the executive officers and directors of the Predecessor immediately prior to the Reorganization. Each director of the Company serves on the same board

committees that such director served on as a director of the Predecessor.

The conversion of Predecessor Common Stock to Common Stock occurred automatically without an exchange of stock certificates. As of the Effective Time, stock certificates that previously represented shares of Predecessor Common Stock now represent the same number of shares of Common Stock. Following consummation of the Reorganization, Common Stock is listed on the NASDAQ Global Select Market ("NASDAQ") and trades under the same ticker symbol as the Predecessor Common Stock, "OZRK," with the same CUSIP number as Predecessor Common Stock, and the Predecessor Common Stock has been delisted.

As an Arkansas state-chartered bank that is not a member of the Federal Reserve System, the Company will continue to be subject to regulation and supervision by the ASBD and the Federal Deposit Insurance Corporation ("FDIC"). The Predecessor, prior to the Effective Time, was subject to regulation and supervision by the Federal Reserve Board ("FRB") as a bank holding company; as of the Effective Time, the Company is not subject to the FRB's regulation and supervision (except such regulations as are made applicable to the Company by law and the regulations of the FDIC).

The Company's common stock is registered under 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 Company. The Company will not file periodic or current reports or other materials with the 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 Company will file annual, quarterly and current reports on Forms 10-K, 10-Q and 8-K with the FDIC and NASDAQ, and the Company's executive officers, directors and 10% or greater shareholders will continue to be subject to the reporting requirements and prohibition on short-swing profits of Section 16 of the Exchange Act, but such filings will now be made with the FDIC.

Pursuant to Section 3(a)(2) of the Securities Act of 1933, as amended (the "Securities Act"), securities issued by the Company, including the common stock that was issued in connection with the Reorganization, are exempt from registration under the Securities Act.

The foregoing summary of the Reorganization and the terms and conditions of the Merger Agreement does not purport to be complete and is qualified in its entirety by reference to the complete text of the Merger Agreement, which is attached hereto as Exhibit 2.1 and incorporated herein by reference. The information set forth in Item 1.01 under the heading "Merger Agreement" and Item 3.03 is incorporated into this Item 2.01 by reference.

Item 2.03 Creation of a Direct Financial Obligation or an Obligation under an Off-Balance Sheet Arrangement of a Registrant.

As a result of the Reorganization, as of the Effective Time, the Company assumed, by operation of law, all of the outstanding debts, liabilities, obligations and duties of the Predecessor, and such debts, liabilities, obligations and duties may be enforced against the Company to the same extent as if the Company had itself incurred or contracted all such debts, liabilities, obligations and duties, including but not limited to the Predecessor's outstanding trust preferred securities and related subordinated debentures in the aggregate principal amount of approximately $118 million and the Predecessor's subordinated notes in the aggregate principal amount of approximately $225 million.

For more information concerning these debts, liabilities, obligations and duties, see generally the Predecessor's Annual Report on Form 10-K for the year ended December 31, 2016, Quarterly Report on Form 10-Q for the quarter ended March 31, 2017, and Current Reports on Form 8-K filed prior to the date hereof. The information set forth in Items 1.01 and 2.01 is incorporated by reference into this Item 2.03.

Item 3.03 Material Modification of Rights of Security Holders.

As a result of the Reorganization, as of the Effective Time, the rights of the holders of Common Stock are governed by the Company's Amended and Restated Articles of Incorporation (the "Amended and Restated Articles") and the Company's Amended and Restated Bylaws ("Amended and Restated Bylaws"). The description of the Common Stock contained in this Item 3.03 does not purport to be complete and is qualified in its entirety by reference to (i) the description of the Common Stock contained in the "Description of Capital Stock" attached hereto as Exhibit 4.1 and incorporated herein by reference, (ii) the complete text of the Amended and Restated Articles and the Amended and Restated Bylaws, copies of which are attached hereto as Exhibits 3.1 and 3.2, respectively, and incorporated herein by reference, and (iii) applicable provisions of the Arkansas Banking Code and the Arkansas Business Corporation Act.

The information set forth in the Explanatory Note and Items 1.01 and 2.01 is incorporated by reference into this Item 3.03.

Item 5.02 Departure of Directors or Certain Officers; Election of Directors; Appointment of Certain Officers; Compensatory Arrangement of Certain Officers.

The information set forth in Item 2.01 above relating to the directors and executive officers of the Company and the Predecessor following the Reorganization is incorporated by reference into this Item 5.02.

Item 9.01 Financial Statements and Exhibits.

(d) Exhibits:

Exhibit No.	Document Description
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
3.1	Amended and Restated Articles of Incorporation of Bank of the Ozarks, effective as of April 10, 2017
3.2	Amended and Restated Bylaws of Bank of the Ozarks, effective as of April 10, 2017
4.1	Description of Capital Stock
4.2	Form of Common Stock Certificate
4.3	Second Supplemental Indenture, dated as of June 26, 2017, by and among U.S. Bank National Association, as Trustee, Bank of the Ozarks, Inc. and Bank of the Ozarks, relating to $225,000,000 of Fixed-to-Floating Rate Subordinated Notes due 2026
4.4	Second Supplemental Indenture, dated as of June 26, 2017, by and among U. S. Bank National Association, as Trustee, Bank of the Ozarks, Inc. and Bank of the Ozarks, relating to $15,464,000 of Fixed/Floating Rate Junior Subordinated Deferrable Interest Debentures due 2033 (Intervest Statutory Trust II)
4.5	Second Supplemental Indenture, dated as of June 26, 2017, by and among U. S. Bank National Association, as Trustee, Bank of the Ozarks, Inc. and Bank of the Ozarks relating to $15,464,000 of Fixed/Floating Rate Junior Subordinated Deferrable Interest Debentures due 2034 (Intervest Statutory Trust III)
4.6	Second Supplemental Indenture, dated as of June 26, 2017, by and among Wilmington Trust Company, as Trustee, Bank of the Ozarks, Inc. and Bank of the Ozarks relating to $15,464,000 of Fixed/Floating Rate Junior Subordinated Deferrable Interest Debentures due 2034 (Intervest Statutory Trust IV)

4.7	Second Supplemental Indenture, dated as of June 26, 2017, by and among Wilmington Trust Company, as Trustee, Bank of the Ozarks, Inc., Bank of the Ozarks relating to $10,310,000 of Fixed/Floating Rate Junior Subordinated Deferrable Interest Debentures due 2036 (Intervest Statutory Trust V)
4.8	First Supplemental Indenture, dated as of June 26, 2017, by and among U. S. Bank National Association, as Trustee, Bank of the Ozarks, Inc. and Bank of the Ozarks, relating to $14,433,000 of Floating Rate Junior Subordinated Deferrable Interest Debentures due 2033 (Ozark Capital Statutory Trust II)
4.9	First Supplemental Indenture, dated as of June 26, 2017, by and between Wilmington Trust Company, as Trustee, Bank of the Ozarks, Inc. and Bank of the Ozarks, relating to $14,433,000 of Floating Rate Junior Subordinated Deferrable Interest Debentures due 2033 (Ozark Capital Statutory Trust III)
4.10	First Supplemental Indenture, dated as of June 26, 2017, by and between Wilmington Trust Company, as Trustee, Bank of the Ozarks, Inc. and Bank of the Ozarks, relating to $15,464,000 of Floating Rate Junior Subordinated Debt Securities due 2034 (Ozark Capital Statutory Trust IV)
4.11	First Supplemental Indenture, dated as of June 26, 2017, by and between U. S. Bank National Association, as Trustee, Bank of the Ozarks, Inc. and Bank of the Ozarks, relating to $20,619,000 of Junior Subordinated Debt Securities due December 15, 2036 (Ozark Capital Statutory Trust V)
99.1	Press release issued by Bank of the Ozarks on June 26, 2017

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

Date: June 26, 2017

By: /s/ Greg McKinney
Name: Greg McKinney
Title: Chief Financial Officer and Chief Accounting Officer

EXHIBIT INDEX

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99.1	Press release issued by Bank of the Ozarks on June 26, 2017

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.

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

Exhibit 3.1

AMENDED AND RESTATED ARTICLES OF INCORPORATION OF BANK OF THE OZARKS

Bank of the Ozarks (the "Bank") is an Arkansas state bank chartered and existing under the laws of the State of Arkansas and subject to the provisions of the Arkansas Banking Code of 1997, as amended (the "Arkansas Banking Code"). These Amended and Restated Articles of Incorporation (the "Articles") have been duly adopted in accordance with Ark. Code Ann. § 23-48-307 and § 23-48-308 of the Arkansas Banking Code. The provisions of the Bank's original Articles of Agreement and Incorporation and any amendments thereto are hereby further amended and restated to read, in their entirety, as follows:

ARTICLE I
NAME; MAIN OFFICE

(a) The name of the Bank is Bank of the Ozarks.

(b) The main office of the Bank shall be in the City of Little Rock, County of Pulaski, State of Arkansas.

ARTICLE II
NATURE OF BUSINESS; EXISTENCE

(a) The Bank is organized pursuant to the provisions of the Arkansas Banking Code. The purposes for which the Bank is organized is to engage in and conduct all business and activities which are now or hereafter permitted to a state-chartered bank with full trust powers under the laws of the State of Arkansas, and the Bank shall have all powers necessary to conduct such business and engage in such activities, including, without limitation, the exercise of full trust powers and such other powers enumerated in the Arkansas Banking Code, and other Arkansas laws and regulations, now in effect and hereafter enacted or amended. Without limiting the generality of the foregoing sentence, the Bank shall be authorized to conduct or transact any or all lawful business not required to be stated in the Articles and to otherwise engage in any activities which are permissible for banking corporations, and to do all things incidental to any such business, and to do and perform all other things necessary or beneficial to the Bank or to the general public which the Board of Directors may from time to time determine should be done.

(b) The period of existence of the Bank shall be perpetual.

ARTICLE III
AUTHORIZED CAPITAL

(a) Capital Stock. The total amount of the authorized capital stock of the Bank is as follows:

SHARES	CLASS	PAR VALUE
300,000,000	Common	$.01
100,000,000	Preferred	$.01

Except to the extent required by governing law, rule or regulation, the shares of capital stock may be issued from time to time by the Board of Directors without further approval of shareholders. The Bank shall have the authority to purchase its capital stock out of funds lawfully available therefor.

(b) Common Stock. The Common Stock shall have the following rights, preferences, privileges and restrictions:

(i) Voting Rights. The holders of the Common Stock shall be entitled to vote on all matters any shareholder is entitled to vote upon pursuant to these Articles or by statute or constitutional provisions. Each share of Common Stock shall entitle the holder thereof to one (1) vote on each matter properly submitted to the shareholders for their vote, consent, waiver, release or other action. The holders of the Common Stock shall not be entitled to cumulate votes for the election of directors.

(ii) No Redemption or Conversion Rights. The Common Stock shall have no redemption or conversion rights or provisions.

(iii) Dividends. Subject to the rights of holders of Preferred Stock and all other classes of stock at the time outstanding having prior rights as to dividends, the holders of Common Stock shall be entitled to receive, when and as declared by the Board of Directors, out of assets of this Bank legally available therefor, such dividends, payable in cash, stock, or otherwise, as may be declared from time to time by the Board of Directors.

(iv) Liquidation. Subject to the rights of holders of Preferred Stock and all other classes of stock at the time outstanding having a preference in the distribution of assets of the Bank, upon the liquidation, dissolution, or winding up of the affairs of the Bank, whether voluntary or involuntary, holders of the Common Stock shall be entitled to receive the distribution of all remaining assets of the Bank pro rata according to the number of shares of Common Stock held by each.

(c) Preferred Stock. The Preferred Stock may be issued in one or more series. The Board of Directors of the Bank is hereby authorized to issue shares of Preferred Stock in such series and to fix from time to time before issuance the number of shares to be included in any such series and the designation, relative powers, preferences, and rights and qualifications, limitations, or restrictions of all shares of such series. The authority of the Board of Directors of the Bank with respect to each such series will include, without limiting the generality of the foregoing, the determination of any or all of the following: (i) the number of shares of any series and the designation to distinguish the shares of such series from the shares of all other series, if any; (ii) the voting powers, if any, applicable to such series and whether such voting powers are full or limited; (iii) the redemption provisions, if any, applicable to such series, including the redemption price or prices to be paid; (iv) whether dividends, if any, will be cumulative or non-cumulative, the dividend rate of such series, and the dates and preferences of dividends on such series; (v) the rights of such series upon the voluntary or involuntary dissolution of, or upon any distribution of the assets of, the Bank; (vi) the provisions, if any, pursuant to which the shares of such series are convertible into or exchangeable for, shares of any other class or classes or of any other series of the same or any other class or classes of stock, or any other security, of the Bank or any other corporation or other legal entity, and the price or prices or the rates of exchange applicable thereto; (vii) the right, if any, to subscribe for or to purchase any securities of the Bank or any other corporation or other legal entity; (viii) the provisions, if any, of a sinking fund applicable to such series; and (ix) any other relative, participating, optional, or special powers, preferences, rights, qualifications, limitations, or restriction thereof. The foregoing may be determined from time to time by the Board of Directors of the Bank and stated in a resolution or resolutions providing for the issuance of such Preferred Stock.

(d) Indebtedness. The Bank, at any time and from time to time, upon the approval of the Board of Directors and, if required by the Arkansas Banking Code, the approval of the Arkansas State

Bank Commissioner, may authorize and issue an unlimited amount of debt obligations, whether or not subordinated, without the approval of the shareholders.

(e) No Preemptive Rights. No holder of any of the shares of the capital stock of the Bank shall have any preemptive or preferential right to purchase or to subscribe for any unissued stock of any class, or any additional shares of any class, to be issued by reason of any increase of the authorized capital stock of the Bank of any class, or bonds, certificates of indebtedness, debentures, or other securities convertible into stock of the Bank or carrying any right to purchase stock of any class, but any such unissued stock, or such additional authorized issue of any stock, or of other securities convertible into stock or carrying any right to purchase stock, may be issued and disposed of, pursuant to resolutions of the Board of Directors, to such persons, firms, corporations, or associations and upon such terms as may be deemed advisable by the Board of Directors in the exercise of its discretion.

ARTICLE IV
DIRECTORS

(a) Except as set forth in these Articles, the number of directors of the Bank shall be fixed from time to time by resolution of the Board of Directors in accordance with the provisions set forth in the Bylaws and may be increased or decreased from time to time in the manner specified therein; provided, however, that at no time shall the Board of Directors consist of less than three (3) individuals. No director of the Bank need be a resident of the State of Arkansas or a shareholder.

(b) Except as otherwise required by law, a director may be removed only for cause, and then only by the affirmative vote of shareholders holding of record two-thirds (2/3) of the outstanding shares of the series and classes of stock of the Bank entitled to vote for the election of such director at a special meeting of such shareholders called for such purpose.

(c) A vacancy on the Board of Directors, including a vacancy created by an increase in the number of directors, shall be filled for the remainder of the term by the vote of a majority of directors then in office in accordance with the provisions set forth in the Bylaws.

ARTICLE V
DIRECTOR LIABILITY

To the maximum extent provided by law, no member of the Board of Directors shall be liable to the Bank or its shareholders for any monetary damages for breach of his or her duty as a director. Any repeal or modification of this ARTICLE V by the shareholders of the Bank shall not adversely affect any right or protection of a director of the Bank existing at the time of such repeal or modification with respect to acts or omissions occurring prior to such repeal or modification.

ARTICLE VI
INDEMNIFICATION

The Bank shall indemnify to the fullest extent permitted by law any person made or threatened to be made a party to an action or proceeding, whether criminal, civil, administrative or investigative (and whether or not an action by or in the right of the Bank), including but not limited to advancement of expenses as permitted by law, by reason of the fact that he or she, his or her testator or intestate is or was a director or officer of the Bank or any predecessor of the Bank, or serves or served at any other enterprise as a director or officer at the request of the Bank or any predecessor to the Bank.

ARTICLE VII
AMENDMENT OF ARTICLES OF INCORPORATION

The Bank reserves the right to amend, alter, change or repeal any provision contained in these Articles of Incorporation, in the manner now or hereafter prescribed by law, and all rights conferred upon shareholders herein are granted subject to this reservation. No amendment, addition, alteration, change or repeal of these Articles of Incorporation shall be made unless it is first approved by the Board of Directors of the Bank pursuant to a resolution adopted by the affirmative vote of a majority of the directors then in office, and, to the extent required by applicable law, thereafter approved by the holders of a majority (except as provided below) of the shares of the Bank entitled to vote generally in an election of directors, voting together as a single class, as well as such additional vote of the Preferred Stock as may be required by the provisions of any series thereof. Notwithstanding anything contained in these Articles of Incorporation to the contrary, the affirmative vote of the holders of at least two-thirds (2/3) of the outstanding shares of the Bank entitled to vote generally in an election of directors, voting together as a single class, as well as such additional vote of the Preferred Stock as may be required by the provisions of any series thereof, shall be required to amend, adopt, alter, change or repeal any provision of ARTICLE IV.

IN WITNESS WHEREOF, we have hereunto set our hands on this 10th day of April, 2017.

BANK OF THE OZARKS

By: /s/ Tim Hicks
Tim Hicks
Executive Vice President/Chief of Staff

Attest:

/s/ Helen Brown
Secretary

Exhibit 3.2

AMENDED AND RESTATED BYLAWS OF BANK OF THE OZARKS

(*Amended and Restated in Their Entirety as of April 10, 2017*)

ARTICLE I. OFFICES

SECTION 1. The main office of Bank of the Ozarks (referred to herein as the "Bank") shall be located in the City of Little Rock, Pulaski County, Arkansas.

SECTION 2. The Bank may have such other offices, either within or without the State of Arkansas, as the Board of Directors may designate or as the business of the Bank may require from time to time.

ARTICLE II. SHAREHOLDERS

SECTION 1. Annual Meeting. The annual meeting of the shareholders shall be held at such date and time as shall be designated from time to time by the Board of Directors and stated in the notice of the meeting for the purpose of electing directors and for the transaction of such other business as may properly come before the meeting pursuant to Section 14 of ARTICLE II hereof.

SECTION 2. Special Meetings.

(a) (i) Special meetings of the shareholders, for any purpose or purposes, may be called by the Chairman of the Board, Chief Executive Officer, the Board of Directors, or by a committee of the Board of Directors that has been duly designated by the Board of Directors, and (ii) a special meeting shall be called by the Chairman or Chief Executive Officer at the request of the holders of record of at least ten percent (10%) of all the votes entitled to be cast on any issue proposed to be considered at such special meeting, if such holders have signed, dated, and delivered to the Secretary of the Bank one or more written demands for the meeting (a "Special Meeting Request") describing the purpose or purposes for which it is to be held, and have otherwise satisfied the requirements of Section 2(b) of ARTICLE II.

(b) Shareholder Requested Special Meetings.

(i) To be valid, a Special Meeting Request must be signed and dated by shareholders of record (or their duly authorized agents) representing the required ownership percentage, and delivered to the Secretary of the Bank, and shall include: (A) a statement of the specific purpose(s) of the special meeting, the matter(s) proposed to be acted on at the special meeting and the reasons for conducting such business at the special meeting; (B) the name and address, as they appear on the Bank's books, of each shareholder of record signing such request, the date of each such shareholder's signature and the name and address of any beneficial owner on whose behalf such request is made; (C) the class and number of shares of the Bank that are owned of record or beneficially by each such shareholder and any such beneficial owner and documentary evidence of such record or beneficial ownership; (D) any option, warrant, convertible security, stock appreciation right, or similar right with an exercise or conversion privilege or a settlement payment or mechanism at a price related to any class or series of shares of the Bank or with a value derived in whole or in part from the value of any class or series of shares of the Bank that are owned of record or beneficially by each such shareholder and any such beneficial owner, and any other direct or indirect opportunity held by each such shareholder and any such beneficial owner to profit or share in any profit derived from any increase or decrease in the value of shares of the Bank; (E) any material interest of each shareholder or any such beneficial owner in the business proposed to be conducted at the special meeting; (F) a description of all arrangements or understandings between any signing shareholder, or any beneficial owner on whose behalf the request is made, and any other person regarding the special meeting

and the matters proposed to be acted on at the meeting (including any proxy, contract, relationship or other arrangement or understanding pursuant to which such signing shareholder has a right to vote any shares of any security of the Bank), which information shall be supplemented by such signing shareholder and beneficial owner, if any, not later than ten (10) days after the record date for the special meeting to disclose such ownership as of the record date; (G) a representation that the signing shareholders and such beneficial owners submitting the Special Meeting Request intend to appear in person or by proxy at the special meeting to present the proposal(s) or business to be brought before the special meeting; (H) if any shareholder submitting the Special Meeting Request intends to solicit proxies with respect to the shareholders' proposal(s) or business to be presented at the special meeting, a representation to that effect; and (I) all information relating to each shareholder signing the Special Meeting Request and such shareholder's nominee(s) for director (if applicable) that must be disclosed in solicitations for proxies for election of directors in an election contest (even if an election contest is not involved), or is otherwise required, in each case pursuant to Regulation 14A under the Securities Exchange Act of 1934, as amended, and the rules and regulations thereunder (as so amended and inclusive of such rules and regulations, the "Exchange Act").

(ii) In addition, a Special Meeting Request shall not be valid if (A) the Special Meeting Request relates to an item of business that is not a proper subject for shareholder action under applicable law; (B) the Special Meeting Request is received by the Bank during the period commencing ninety (90) days prior to the first anniversary of the date of the immediately preceding annual meeting and ending on the date of the next annual meeting; (C) an identical or substantially similar item (a "Similar Item") was presented at any meeting of shareholders held within one hundred and twenty (120) days prior to receipt by the Bank of the Special Meeting Request (and, for purposes of this clause (C), the election of directors shall be deemed a "Similar Item" with respect to all items of business involving the election or removal of directors); (D) a Similar Item is included in the Bank's notice as an item of business to be brought before a shareholders' meeting that has been called but not yet held; or (E) the Special Meeting Request was made in a manner that involved a violation of Regulation 14A under the Exchange Act or other applicable law.

(iii) Shareholders may revoke a Special Meeting Request at any time prior to the special meeting by written revocation to the Secretary; provided, however, that the Board of Directors shall have the discretion to determine whether or not to proceed with the special meeting. The failure of any requesting shareholder to appear at the special meeting or to send a qualified representative to the special meeting to present such matter(s) to be voted on at the special meeting also constitutes a revocation of such request. If there is more than one requesting shareholder and the revocation or deemed revocation by one or more requesting shareholders causes the remaining requesting shareholder to hold in the aggregate less than the requisite percentage ownership, the Board of Directors, in its discretion, may cancel the special meeting. If none of the requesting shareholder(s) appears or sends a qualified representative to the special meeting, the Bank need not present the matter(s) requested by the requesting shareholder(s) at the special meeting.

(iv) Business transacted at a special meeting demanded by shareholders shall be limited to the purpose or purposes stated in the Special Meeting Request for such special meeting; provided, however, that nothing herein shall prohibit the Board of Directors from submitting additional matters to shareholders at any such special meeting.

(v) The Board of Directors shall determine whether all requirements set forth in this Section 2(b) of ARTICLE II have been satisfied and such determination shall be binding on the Bank and its shareholders. If a Special Meeting Request is made that complies with this Section 2(b) of ARTICLE II and all other applicable sections of these Bylaws, the Board of Directors may (in lieu of calling the special meeting requested in such written demand) present a Similar Item for shareholder approval at any

other meeting of shareholders that is held within one hundred and twenty (120) days after the Bank receives such written demand.

SECTION 3. Place of Meeting. The Board of Directors may designate any place, either within or without the State of Arkansas, as the place of meeting for any annual or special meeting of the shareholders. If no designation is made, the place of meeting shall be the principal office of the Bank in the State of Arkansas.

SECTION 4. Notice of Meeting. Unless otherwise prescribed by applicable law, written notice stating the place, date and time of the meeting, and in case of a special meeting the purpose or purposes for which the meeting is called, shall be given either by mail or in person to each shareholder of record entitled to vote at such meeting, not less than sixty (60) days before the date of the meeting if a proposal to increase the authorized capital stock or bonded indebtedness of the Bank is to be submitted, and not less than ten (10) days before the date of the meeting, in all other cases. If mailed, such notice shall be deemed to have been given and delivered when deposited in the United States mail, postage prepaid, and addressed to the shareholder at the shareholder's address as it appears on the stock transfer books of the Bank.

SECTION 5. Date for Determination of Shareholders of Record. In order that the Bank may determine the shareholders (a) entitled to notice of or to vote at any meeting of shareholders or any adjournment thereof or to express consent to corporate action in writing without a meeting, (b) entitled to receive payment of any dividend or other distribution or allotment of any rights, (c) entitled to exercise any rights in respect of any change, conversion, or exchange of stock or (d) for the purpose of any other lawful action, the Board of Directors may fix, in advance, a record date, which shall not be more than seventy (70) days before the date of any such meeting or other action. If no record date is fixed: (i) the record date for determining shareholders entitled to notice of or to vote at a meeting of shareholders shall be at the close of business on the day next preceding the day on which notice is given or, if notice is waived, at the close of business on the day next preceding the day on which the meeting is held; and (ii) the record date for determining shareholders for any other purpose shall be at the close of business on the date on which the Board of Directors adopts a resolution relating thereto. A determination of shareholders of record entitled to notice of or to vote at a meeting of shareholders shall apply to any adjournment of the meeting; provided, however, the Board of Directors may fix a new record date for the adjourned meeting, which it must do if the meeting is adjourned to a date more than one hundred twenty (120) days after the date fixed for the original meeting.

SECTION 6. Voting Lists. The officer or agent having charge of stock transfer books for shares of all series and classes of stock of the Bank shall make, at least ten (10) days before each meeting of shareholders, a complete list of the shareholders of any series or class of stock entitled to vote on any matter to be acted upon at such meeting, or any adjournment thereof, arranged in alphabetical order, with the address of and the number of shares held by each, which list, for a period of ten (10) days prior to such meeting, shall be kept on file at the registered office of the Bank and shall be subject to inspection by any shareholder at any time during usual business hours. Such list shall also be produced and kept open at the time and place of the meeting and shall be subject to the inspection of any shareholder during the whole time of the meeting. The original stock transfer book shall be prima facie evidence as to whom are the shareholders of any series or class of stock entitled to examine such list or transfer books or to vote on any matter to be acted upon at any meeting of shareholders. Failure to comply with this Section 6 shall not affect the validity of any action taken at any such meeting.

SECTION 7. Quorum; Vote Required For Action. Unless otherwise provided by applicable law or regulation, a majority of the votes entitled to be cast on a matter by the shareholders of the Bank represented in person or by proxy shall constitute a quorum for purposes of such matter at any meeting of

shareholders. Unless otherwise provided by applicable law or regulation, the Bank's Articles of Incorporation (as the same may be amended or amended and restated from time to time, the "Articles of Incorporation") or these Bylaws, (a) a plurality of the votes cast at a meeting at which a quorum is present is required for an election of directors in which the number of nominees exceeds the number of open board seats (i.e., a contested election), and (b) a majority of the votes cast at a meeting at which a quorum is present is required for (i) an election of directors in which the number of nominees does not exceed the number of open board seats (i.e., an uncontested election) and (ii) every other question or matter (other than election of directors in a contested election) submitted to the shareholders at such meeting.

SECTION 8. Proxies. Each shareholder entitled to vote at a meeting of shareholders may authorize another person or persons to act for such shareholder by proxy, but no such proxy shall be voted or acted upon after eleven (11) months from its effective date, unless the proxy is coupled with an interest and expressly provides for a longer period. A duly executed proxy shall be revocable unless the appointment form conspicuously states that it is irrevocable and is coupled with an interest sufficient at law to support an irrevocable power. An irrevocable proxy is revoked when the interest with which it is coupled is extinguished. A shareholder may revoke any proxy which is not irrevocable by attending the meeting and voting in person or by filing with the Secretary of the Bank an instrument in writing revoking the proxy or another duly executed proxy bearing a later date. Proxies shall be dated and shall be filed with the Secretary of the Bank before or at the time of the meeting.

SECTION 9. Voting of Shares. Subject to the provisions of these Bylaws, and particularly Section 10, below, each outstanding share of any class or series of stock entitled to vote with respect to a particular matter shall be entitled to one vote upon such matter when submitted to a vote of shareholders.

SECTION 10. Voting of Shares by Certain Holders.

(a) Shares standing in the name of another corporation or entity may be voted by such officer, agent or proxy as the bylaws or other governing documents of such entity may prescribe, or, in the absence of such provision, as the governing body of such entity may determine.

(b) Shares held by an administrator, executor, guardian or conservator may be voted by such fiduciary, either in person or by proxy, without a transfer of such shares into the fiduciary's name. Shares standing in the name of a trustee may be voted by the trustee, either in person or by proxy.

(c) Shares standing in the name of a receiver may be voted by such receiver and shares held by or under the control of a receiver may be voted by such receiver without the transfer thereof into the receiver's name, if authority so to do is contained in an appropriate order of the court by which such receiver was appointed.

(d) A shareholder whose shares are pledged shall be entitled to vote such shares until the shares have been transferred into the name of the pledgee, and thereafter the pledgee shall be entitled to vote the shares so transferred.

(e) Shares of the Bank's own stock held as treasury shares or otherwise belonging to the Bank shall not be voted, directly or indirectly, at any meeting, and shall not be counted in determining the total number of outstanding shares at any given time.

SECTION 11. Action by Shareholders. Shareholder action on proposals to increase the capital stock or bonded indebtedness of the Bank may be taken without a meeting if one or more written consents, setting forth the action so taken, shall be signed by all of the shareholders of the Bank. Any other action required or permitted to be taken at a meeting of shareholders may be taken without a meeting if one or more written consents, setting forth the action so taken, shall be signed by the holders of outstanding shares having not less than the minimum number of votes that would be necessary to authorize or take

such action at a meeting at which all shares entitled to vote thereon were present and voted. All written consents executed by one or more shareholders shall be included in the minutes or otherwise filed with the corporate records. Prompt notice of the taking of the corporate action without a meeting by less than unanimous written consent shall be given to those shareholders who have not consented in writing. In addition, if by law notice of the proposed action must be given to non-voting shareholders and the action is to be taken by written consent of the voting shareholders, the Bank shall give its non-voting shareholders written notice of the proposed action at least ten (10) days before the action is taken.

SECTION 12. Adjournments. Any meeting of shareholders, annual or special, at which a quorum is present may adjourn from time to time to reconvene at the same or some other place, and notice need not be given of any such adjourned meeting if the time and place thereof are announced at the meeting at which the adjournment is taken. At the adjourned meeting the Bank may transact any business which might have been transacted at the original meeting. If the adjournment is for more than thirty (30) days, or if after the adjournment a new record date is fixed for the adjourned meeting, a notice of the adjourned meeting shall be given to each shareholder of record entitled to vote at the meeting in the manner provided in these Bylaws.

SECTION 13. Organization. Meetings of shareholders shall be presided over by the Chairman of the Board of Directors, the Chief Executive Officer, or the Vice Chairman, or in the absence of the foregoing persons by a presiding officer designated by the Board of Directors, or in the absence of such designation, by a presiding officer chosen at the meeting. The Secretary shall act as secretary of the meeting, but in the absence of the Secretary the presiding officer of the meeting may appoint any person to act as secretary of the meeting.

SECTION 14. Notice of Business to be Brought Before a Meeting.

(a) At an annual meeting of the shareholders, only such business shall be conducted as shall have been properly brought before the meeting. To be properly brought before an annual meeting, business must be (i) specified in the notice of meeting (or any supplement thereto) given by or at the direction of the Board of Directors, (ii) brought before the meeting by or at the direction of the Board of Directors, or (iii) otherwise properly brought before the meeting by a shareholder who (1) was a shareholder of record at the time of giving of notice provided for in this Bylaw and at the time of the annual meeting, (2) is entitled to vote at the meeting and (3) complies with the notice procedures set forth in this Bylaw as to such business or nomination. The foregoing clause (iii) shall be the exclusive means for a shareholder to make nominations or submit other business (other than matters properly brought under Rule 14a-8 under the Exchange Act and included in the Bank's notice of meeting) before an annual meeting of shareholders. Without qualification, for any nominations or any other business to be properly brought before an annual meeting by a shareholder pursuant to this Section 14(a)(iii), the shareholder must have given timely notice thereof in writing to the Secretary and such other business must otherwise be a proper matter for shareholder action. To be timely, a shareholder's notice must be delivered to or mailed and received at the principal office of the Bank, not less than ninety (90) days nor more than one hundred and twenty (120) days prior to the anniversary date of the immediately preceding annual meeting of shareholders; *provided, however*, that in the event that the annual meeting of shareholders is advanced more than thirty (30) days prior to such anniversary date or delayed more than seventy (70) days after such anniversary date then to be timely such notice must be received by the Bank no later than the later of seventy (70) days prior to the date of the meeting or the tenth (10th) day following the day on which public announcement of the date of the meeting was made. In no event shall the public announcement of an adjournment or postponement of an annual meeting commence a new time period (or extend any time period) for the giving of a shareholder's notice as described above.

(b) A shareholder's notice to the Secretary shall:

(i) set forth, as to the shareholder giving the notice and the beneficial owner, if any, on whose behalf the nomination or proposal is made (1) the name and address of such shareholder, as they appear on the Bank's books, and of such beneficial owner, if any, (2) (A) the class or series and number of shares of the Bank which are, directly or indirectly, owned beneficially and of record by such shareholder and such beneficial owner, (B) any option, warrant, convertible security, stock appreciation right, or similar right with an exercise or conversion privilege or a settlement payment or mechanism at a price related to any class or series of shares of the Bank or with a value derived in whole or in part from the value of any class or series of shares of the Bank, and any other direct or indirect opportunity to profit or share in any profit derived from any increase or decrease in the value of shares of the Bank, or (C) any proxy, contract, arrangement, understanding, or relationship pursuant to which such shareholder has a right to vote any shares of any security of the Bank (which information shall be supplemented by such shareholder and beneficial owner, if any, not later than ten (10) days after the record date for the meeting to disclose such ownership as of the record date), and (3) any other information relating to such shareholder and beneficial owner, if any, that would be required to be disclosed in a proxy statement or other filings required to be made in connection with solicitations of proxies for, as applicable, the proposal and/or for the election of directors in a contested election pursuant to Section 14 of the Exchange Act and the rules and regulations promulgated thereunder;

(ii) if the notice relates to any business other than a nomination of a director or directors that the shareholder proposes to bring before the meeting, set forth a brief description of the business desired to be brought before the meeting, the reasons for conducting such business at the meeting and any material interest of such shareholder and beneficial owner, if any, in such business; and

(iii) set forth, as to each person, if any, whom the shareholder proposes to nominate for election or reelection to the Board of Directors all information relating to such person that would be required to be disclosed in a proxy statement or other filings required to be made in connection with solicitations of proxies for election of directors in a contested election pursuant to Section 14 of the Exchange Act and the rules and regulations promulgated thereunder (including such person's written consent to being named in the proxy statement as a nominee and to serving as a director if elected).

(c) Notwithstanding anything in these Bylaws to the contrary, no business shall be conducted at an annual meeting except in accordance with the procedures set forth in this Section 14. The presiding officer of an annual meeting shall, if the facts warrant, determine and declare to the meeting that business was not properly brought before the meeting and in accordance with the provisions of this Section 14; if he or she should so determine, shall so declare to the meeting and any such business not properly brought before the meeting shall not be transacted.

(d) Nothing in this Section 14 shall be deemed to affect any rights of shareholders to request inclusion of proposals in the Bank's proxy statement pursuant to Rule 14a-8 under the Exchange Act.

(e) For purposes of these Bylaws, "public announcement" shall mean disclosure in a press release reported by a national news service or in a document publicly filed by the Bank with the Federal Deposit Insurance Corporation pursuant to Sections 13, 14 or 15(d) of the Exchange Act.

ARTICLE III. BOARD OF DIRECTORS

SECTION 1. General Powers. The business and affairs of the Bank shall be managed by its Board of Directors and in the management of the business and affairs of the Bank, the Board of Directors shall have, without limitation, all the powers accorded boards of directors by law and the powers accorded the Board of Directors in the Articles of Incorporation.

SECTION 2. Number Tenure and Qualifications. The Board of Directors of the Bank shall consist of not less than three (3) nor more than twenty (20) individuals, as the number is fixed from time to time by resolution of the Board of Directors. Each director shall hold office until the next annual meeting of shareholders and until his or her successor shall have been duly elected and qualified.

SECTION 3. Regular Meetings. A regular meeting of the Board of Directors may be held without other notice than this bylaw immediately before or after the annual meeting of shareholders. The Board of Directors may provide, by resolution, the time and place for the holding of additional regular meetings without other notice than such resolution.

SECTION 4. Special Meetings. Special meetings of the Board of Directors may be called by the Chairman of the Board or, upon the written request of a majority of the total number of directors then in office to the Secretary of the Bank.

SECTION 5. Place of Meetings. Regular meetings of the Board of Directors which coincide with meetings of the shareholders shall be held at the same place as the shareholders' meeting. Other meetings of the Board of Directors shall be held at such place as is designated in the notice of the meeting, either within or without the State of Arkansas.

SECTION 6. Notice. Notice of the date, time and place of any special meeting of the Board of Directors shall be given at least two (2) days prior to the meeting either personally, by telephone or by mail, electronic mail or by telecopy. Any director may waive notice of any meeting. The attendance by a director at a meeting shall constitute a waiver of notice of such meeting, unless the director at the beginning of the meeting (or promptly upon his or her arrival) objects to holding the meeting or the transaction of business at the meeting and does not thereafter vote for or assent to action taken at the meeting. Neither the business to be transacted at, nor the purpose of, any regular or special meeting of the Board of Directors need be specified in the notice or waiver of notice of such meeting.

SECTION 7. Quorum; Vote Required for Action. At all meetings of the Board of Directors or any committee designated by the Board of Directors, a majority of directors at a meeting of the Board of Directors or a majority of the members of a committee of the Board of Directors shall constitute a quorum for the transaction of business and the act of a majority of the directors present at any meeting at which there is a quorum shall be the act of the Board of Directors or committee as the case may be, except as may be otherwise specifically provided in these Bylaws, by statute or by the Articles of Incorporation. If a quorum shall not be present at any meeting of the Board of Directors or committee thereof, the directors present may adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present.

SECTION 8. Organization. Meetings of the Board of Directors shall be presided over by the Chairman of the Board, if any, or in the absence of the Chairman, by a Vice Chairman of the Board, if any, or in the absence of all of the foregoing, by a chairman chosen at the meeting. The Secretary of the Bank, who may or may not be a member of the Board, shall act as secretary at all meetings of the Board of Directors, but in the absence of the Secretary of the Bank, the chairman of the meeting may appoint any person to act as secretary of the meeting.

SECTION 9. Vacancies. Any vacancy occurring on the Board of Directors shall be filled by the affirmative vote of a majority of the remaining directors, though less than a quorum of the Board of Directors, unless otherwise provided by applicable law. A director elected to fill a vacancy shall be elected for the unexpired term of his or her predecessor in office and until the election of his or her successor. Any directorship to be filled by reason of an increase in the number of directors may be filled by election by the Board of Directors for a term of office continuing only until the next election of

directors by the shareholders. No decrease in the number of directors constituting the Board of Directors shall shorten the term of any incumbent director.

SECTION 10. Compensation. By resolution of the Board of Directors, or a committee thereof, each director may be paid his or her expenses, if any, of attendance at each meeting of the Board of Directors and may be paid a stated fee as director or a fixed sum for attendance at each meeting of the Board of Directors or both. No such payment shall preclude any director from serving the Bank in any other capacity and receiving compensation therefor.

SECTION 11. Presumption of Assent. A director of the Bank who is present at a meeting of the Board of Directors at which action on any corporate matter is taken shall be presumed to have assented to the action taken unless the director's dissent or abstention shall be entered in the minutes of the meeting, or unless the director (a) objects at the beginning of the meeting (or promptly upon his or her arrival) to the holding of the meeting or to the transaction of business at the meeting, or (b) delivers a written dissent or abstention to such action to the presiding officer of the meeting before the adjournment thereof or to the Secretary of the Bank immediately after the adjournment of the meeting. Such right to dissent or abstain shall not apply to a director who voted in favor of such action.

SECTION 12. Informal Action by Directors. Unless the Articles of Incorporation or these Bylaws otherwise expressly provide, any action required or permitted to be taken at any meeting of the Board of Directors, or of any committee thereof, may be taken without a meeting if all members of the Board or such committee thereof, as the case may be, consent in writing to the taking of such action without the necessity of a formal meeting, which writing may be delivered by electronic transmission, and the consents are filed with the minutes of the proceedings of the Board or such committee. The consents shall have the same force and effect as a unanimous vote at a meeting duly held. Action taken under this Section 12 is effective when the last director signs the consent, unless the consent specifies a different effective date.

SECTION 13. Committees. The Board of Directors may designate one or more Board committees, as may be deemed necessary or desirable by the Board of Directors, and shall authorize each to act on behalf of the Bank and Board of Directors to the extent and in the manner prescribed by the Board of Directors; *provided*, that such authority does not exceed the authority permitted by law or the Articles of Incorporation. Each such committee shall be established and its duties and authority prescribed by a duly adopted resolution of the Board of Directors. Each committee so established shall have no fewer than two (2) directors, the exact number to be established, from time to time, by the Board of Directors. The Board of Directors may designate non-directors to serve as members of any committee; *provided*, that at least two (2) directors shall serve on a committee and the act of a majority of the directors on a committee shall be required for any action taken by such committee. Any director may serve on as many committees as desired by the Board of Directors. The Board of Directors may designate one or more directors as alternate members of any committee, who may replace any absent or disqualified member at any meeting of any such committee. Any committee, to the extent allowed by law and provided in the resolution establishing such committee, shall have and may exercise all the powers and authority of the Board of Directors in the management of the business and affairs of the Bank. Each committee shall keep regular minutes and report to the Board of Directors when required. A committee may not, however:

(a) authorize distributions;

(b) approve or propose to shareholders actions for which shareholder approval is required by law;

(c) fill vacancies on the Board of Directors or on any of its committees;

(d) amend the Articles of Incorporation;

(e) adopt, amend, or repeal bylaws;

(f) approve a plan of merger not requiring shareholder approval;

(g) authorize or approve reacquisition of shares, except according to a formula or method prescribed by the Board of Directors; or

(h) authorize or approve the issuance or sale or contract for sale of shares, or determine the designation and relative rights, preferences, and limitations of a class or series of shares, except that the Board of Directors may authorize a committee (or a senior executive officer of the Bank) to do so within the limits specifically prescribed by the Board of Directors.

Each committee and each committee member, as a member of such committee, shall serve at the pleasure of the Board of Directors. Any act or authorization of any act by any committee, within the authority delegated above, shall be as effective for all purposes as the act or authorization of the Board of Directors; provided, that the designation of such committees and the delegation of authority to them shall not operate to relieve the Board of Directors of any responsibility imposed on it by law.

SECTION 14. Telephonic Meetings Permitted. Members of the Board of Directors, or any committee designated by the Board, may participate in a meeting of the Board of Directors or such committee by means of conference telephone or similar communications equipment through which all persons participating in the meeting can simultaneously hear each other, and participation in a meeting pursuant to this Section 14 shall constitute presence in person at such meeting.

SECTION 15. Resignation Policy. Any incumbent nominee for director who does not receive a majority of the votes cast in an uncontested election shall tender to the Board of Directors his or her resignation as a director, such resignation to be effective upon acceptance by the Board of Directors. For purposes of this policy, an "uncontested" election is one in which the number of nominees does not exceed the number of directors to be elected. The Nominating and Governance Committee will consider any resignation tendered under this policy and recommend to the Board of Directors whether to accept or reject it. The Board of Directors will act on the tendered resignation, taking into account such Committee's recommendation, and publicly disclose (by press release, a filing with the Federal Deposit Insurance Corporation or other broadly disseminated means of communication) its decision regarding the tendered resignation and, if rejected, its reasons for doing so, within 90 days following the certification of the election results. The Nominating and Governance Committee in making its recommendation, and the Board of Directors in making its decision, may consider any information it deems appropriate including without limitation any reasons given by shareholders for their withhold votes, the qualifications of the nominee and his or her contributions to the Board of Directors and the Bank.

SECTION 16. Proxies. Directors may not vote by proxy.

ARTICLE IV. OFFICERS

SECTION 1. Officers. The principal officers of the Bank shall be the Chief Executive Officer, one or more Presidents or Vice Presidents, the Chief Financial Officer, Secretary, one or more Assistant Secretaries and such other officers with such other titles as may be deemed appropriate. All such officers shall be appointed annually by or under the authority of the Board of Directors to serve for a term of one year and until their respective successors are appointed and qualified or until such officer's earlier death, resignation, retirement or removal, except that the Board of Directors may delegate the authority to appoint officers holding the position of Senior Executive Vice President and below in accordance with

procedures established or modified by the Board of Directors from time to time. Any number of offices may be held by the same person.

SECTION 2. Chairman of the Board. The Board of Directors may, in its discretion, elect a separate Chairman who shall be an officer of the Bank and shall have responsibility for presiding at all meetings of shareholders and the Board of Directors, executing certificates for shares of the Bank, and taking such other action on behalf of the Bank as shall be specifically authorized by the Board of Directors. Should the Board of Directors fail to elect a separate Chairman or in the absence or incapacity of the Chairman, the ranking executive officer of the Bank shall serve as Chairman.

SECTION 3. Chief Executive Officer. The Chief Executive Officer shall be the ranking executive officer of the Bank and, subject to the control of the Board of Directors, shall in general supervise and control all of the business and affairs of the Bank. The Chief Executive Officer may sign with the Secretary or any other proper officer of the Bank, thereunto authorized by the Board of Directors certificates for shares of the Bank, any deeds, mortgages, bonds, contracts, or other instruments which the Board of Directors has authorized to be executed, except in cases where the signing and execution thereof shall be expressly delegated by the Board of Directors or by these Bylaws to some other officer or agent of the Bank, or shall be required by law to be otherwise signed or executed; and in general shall perform all duties as may be prescribed by the Board of Directors from time to time. Except as otherwise provided by law or directed by the Board of Directors, the Chief Executive Officer may authorize one or more officers or agents of the Bank to sign, execute and acknowledge such documents or instruments in his or her place and stead.

SECTION 4. President. The President (or in the event there be more than one President, the Presidents in the order designated at the time of their election, or in the absence of any designation then in the order of their election) shall perform such duties as from time to time may be assigned to them by the Board of Directors or the Chief Executive Officer. The Board of Directors or the Chief Executive Officer may establish separate and distinct areas of responsibility for any President and may elect more than one President with different areas of responsibility. Any President may sign with the Secretary or any other proper officer of the Bank, thereunto authorized by the Board of Directors certificates for shares of the Bank, any deeds, mortgages, bonds, contracts, or other instruments which the Board of Directors has authorized to be executed, except in cases where the signing and execution thereof shall be expressly delegated by the Board of Directors or by these Bylaws to some other officer or agent of the Bank, or shall be required by law to be otherwise signed or executed.

SECTION 5. Chief Financial Officer. The Board of Directors shall elect a Chief Financial Officer, who shall be the principal financial officer of the Bank. The Chief Financial Officer or his or her designee shall also serve as treasurer of the Bank and shall (a) have charge and custody of and be responsible for all funds and securities of the Bank, (b) receive and give receipts for moneys due and payable to the Bank from any source whatsoever, and deposit all such moneys in the name of the Bank in such books, trust companies or other depositories as shall be selected in accordance with the provisions of ARTICLE V of these Bylaws, and (c) in general perform all of the duties incident to the office of Chief Financial Officer and perform such other duties and have such other powers as may from time to time be assigned to him or her by the Chief Executive Officer, President or by the Board of Directors.

SECTION 6. Vice Presidents. The Vice Presidents shall perform such duties as from time to time may be assigned to them by the Chief Executive Officer, the President (if there be more than one President, the President to whom they are subordinate) or the Board of Directors.

SECTION 7. The Secretary. The Secretary shall: (a) keep the minutes of the shareholders' and of the Board of Directors' meetings in one or more books provided for that purpose; (b) see that all notices

are duly given in accordance with the provisions of these Bylaws or as required by law; (c) be custodian of the corporate records and of the seal of the Bank and see that the seal of the Bank is affixed to all documents the execution of which on behalf of the Bank under its seal is duly authorized; (d) keep a register of the post office address of each shareholder which shall be furnished by the shareholder to the Secretary or to any registrar or transfer agent acting on behalf of the Bank; (e) sign with the Chairman, Chief Executive Officer, Chief Financial Officer or such other officer authorized by the Board of Directors certificates for shares of the Bank, the issuance of which shall have been authorized by resolution of the Board of Directors; (f) have general charge of the stock transfer books of the Bank; and (g) in general perform all duties incident to the office of Secretary and perform such other duties and have such other powers as from time to time may be assigned to the Secretary by the Chief Executive Officer, President or by the Board of Directors.

SECTION 8. Assistant Secretary. The Assistant Secretary, or if there be more than one, the Assistant Secretaries in the order determined by the Board of Directors (or if there be no such determination, then in the order of their election), shall, in the absence of the Secretary or in the event of his or her inability or refusal to act, perform the duties and exercise the powers of the Secretary and shall perform such other duties and have such other powers as shall be assigned to them by the Secretary or by the Chief Executive Officer, a President or the Board of Directors.

SECTION 9. Other Officers. Any other officer shall have such powers and perform such duties as may from time to time be granted or assigned to him or her by or under the authority of the Board of Directors or a committee thereof, or otherwise be in accordance with the direction of the Board of Directors.

SECTION 10. Bonds. The Board of Directors shall require bonds of the officers, in such sum and with such surety or sureties, as the Board of Directors shall deem proper and necessary to protect the funds of the Bank.

SECTION 11. Delegation of Authority to Hire, Discharge and Designate Duties. The Board of Directors from time to time may delegate to the Chairman, the Chief Executive Officer, any President or other officer or executive employee of the Bank, authority to hire and discharge and to fix and modify the title, duties and salary or other compensation of employees of the Bank under the jurisdiction of such person, and the Board of Directors may delegate to such officer or executive employee similar authority with respect to obtaining and retaining for the Bank the services of attorneys, accountants and other experts.

SECTION 12. Voting Shares in Other Entities. Unless otherwise directed by the Board of Directors, the Chief Executive Officer or any officer of the Bank authorized by the Chief Executive Officer shall have power to vote and otherwise act on behalf of the Bank, in person or by proxy, at any meeting of shareholders of or with respect to any action of shareholders of any other entity in which the Bank may hold securities and otherwise to exercise any and all rights and powers which this Bank may possess by reason of its ownership of securities in such other bank or other entity.

ARTICLE V
CONTRACTS, LOANS, CHECKS AND DEPOSITS

SECTION 1. Contracts. The Board of Directors may authorize any officer or officers, agent or agents, to enter into any contract or execute and deliver any instrument in the name of and on behalf of the Bank, and such authority may be general or confined to specific instances.

SECTION 2. Loans. No loans shall be contracted on behalf of the Bank and no evidences of indebtedness shall be issued in its name unless authorized by a resolution of the Board of Directors. Such authority may be general or confined to specific instances.

SECTION 3. Checks, Drafts, etc. All checks, drafts or other orders for the payment of money, notes or other evidences of indebtedness issued in the name of the Bank, shall be signed by such officer or officers, agent or agents of the Bank in such manner as shall from time to time be determined by resolution of the Board of Directors.

SECTION 4. Deposits. All funds of the Bank not otherwise employed shall be deposited from time to time to the credit of the Bank in such banks, trust companies or other depositories as the Board of Directors may select. Notwithstanding the foregoing, the Board of Directors may by resolution authorize an officer or officers of the Bank to designate any bank or banks or other depositories in which moneys of the Bank may be deposited, and to designate the persons who may sign checks or drafts on any particular account or accounts of the Bank, whether created by direct designation of the Board of Directors or by an authorized officer or officers as aforesaid.

ARTICLE VI. CERTIFICATES FOR SHARES, UNCERTIFICATED SHARES AND THE TRANSFER THEREOF

SECTION 1. Certificates for Shares. The shares of the Bank's stock may be certificated or uncertificated, as provided under Arkansas law, and shall be entered in the books of the Bank and registered as they are issued. Any certificates representing shares of stock shall be in such form as the Board of Directors shall prescribe, certifying the number and class (and the designation of the series, if any) of shares of the stock of the Bank owned by the shareholder. Any certificates issued to any shareholder of the Bank shall bear the name of the Bank and state that it is organized under the laws of the State of Arkansas, the name of the shareholder, the number and class (and the designation of the series, if any) of the shares represented, and the par value of the shares, or if the shares have no par value, a statement of such fact. Certificates shall be signed (a) by the Chairman, Chief Executive Officer, President, Chief Financial Officer or such other officer authorized by the Board of Directors and (b) by the Secretary or by an Assistant Secretary. All certificates for shares shall be consecutively numbered or otherwise identified. The name of the person to whom the shares represented thereby are issued, with the number of shares and date of issue, shall be entered on the stock transfer books of the Bank.

Within a reasonable time after the issuance or transfer of uncertificated stock, the Bank shall send or cause to be sent to the registered owner thereof a written notice that shall set forth the name of the Bank, that the Bank is organized under the laws of the State of Arkansas, the name of the shareholder, the number and class (and the designation of the series, if any) of the shares represented, the par value of the shares, or if the shares have no par value, a statement of such fact, and any restrictions on the transfer or registration of such shares of stock imposed by the Bank's Articles of Incorporation, these Bylaws, any agreement among shareholders or any agreement between shareholders and the Bank.

SECTION 2. Transfer of Shares. All certificates surrendered to the Bank for transfer shall be canceled and no new certificate or uncertificated share shall be issued until the former certificate for a like number of shares shall have been surrendered and canceled, except that in case of a lost, destroyed or mutilated certificate a new certificate or uncertificated share may be issued therefor upon such terms and indemnity to the Bank as these Bylaws or the Board of Directors may prescribe. Upon surrender to the Bank or the transfer agent of the Bank of a certificate for shares, duly endorsed or accompanied by proper evidence of succession, assignment or authority to transfer, it shall be the duty of the Bank to issue a new certificate or to evidence the issuance of uncertificated shares to the person entitled thereto, cancel the old certificate and record the transaction upon its books. Upon the receipt of proper transfer instructions from

the registered owner of uncertificated shares, such uncertificated shares shall be cancelled, issuance of new equivalent uncertificated shares or certificated shares shall be made to the shareholder entitled thereto and the transaction shall be recorded on the books of the Bank.

The Board of Directors may appoint a transfer agent and one or more co-transfer agents and registrar and one or more co-registrars and may make or authorize such agent to make all such rules and regulations deemed expedient concerning the issue, transfer and registration of shares of stock. If the Bank has a transfer agent or registrar acting on its behalf, the signature of any officer or representative thereof may be in facsimile.

SECTION 3. Lost, Destroyed or Mutilated Stock Certificates: Issuance of New Certificates. The Board of Directors may direct that (a) a new certificate or certificates or (b) uncertificated shares in place of any certificate or certificates previously issued by the Bank, be issued in place of any certificate or certificates theretofore issued by the Bank alleged to have been lost, stolen or destroyed, upon the making of an affidavit of that fact by the person claiming the certificate of stock to be lost, stolen or destroyed. When authorizing such issue of such (i) new certificate or certificates or (ii) uncertificated shares, the Board of Directors may, in its discretion and as a condition precedent to the issuance thereof, require the owner of such lost, stolen or destroyed certificate or certificates, or his, her or its legal representative, to advertise the same in such manner as it shall require and/or to give the Bank a bond in such sum as it may direct as indemnity against any claim that may be made against the Bank with respect to the certificate alleged to have been lost, stolen or destroyed.

SECTION 4. Classes of Stock Designation. If the Bank shall be authorized to issue more than one class of stock or more than one series of any class, the designations, preferences and relative, participating, optional or other special rights of each class of stock or series thereof and the qualifications, limitations or restrictions of such preferences or rights shall be set forth in full or summarized on the face or back of the certificate which the Bank shall issue to represent such class or series of stock; *provided, however*, except as otherwise provided by Arkansas law, in lieu of the foregoing requirements there may be set forth on the face or back of the certificate which the Bank shall issue to represent such class or series of stock a statement that the Bank will furnish without charge to each shareholder who so requests the designations, preferences and relative, participating, optional or other special rights of each class of stock or series thereof and the qualifications, limitations or restrictions of such preferences or rights.

ARTICLE VII. INDEMNIFICATION OF DIRECTORS, OFFICERS, EMPLOYEES AND AGENTS

SECTION 1. Right to Indemnification. The Bank shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative (other than an action by or in the right of the Bank) by reason of the fact that he or she is or was a director or officer of the Bank, or is or was serving at the request of the Bank as a director or officer of another bank or corporation, or as its representative in a partnership, joint venture, trust or other enterprise, against expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by him or her in connection with such action, suit or proceeding if he or she acted in good faith and in a manner he or she reasonably believed to be in or not opposed to the best interests of the Bank, and, with respect to any criminal action or proceeding, had no reasonable cause to believe his or her conduct was unlawful. The termination of any action, suit or proceeding, by judgment, order, settlement, conviction or upon a plea of nolo contendere or its equivalent, shall not, of itself, create a presumption that the person did not act in good faith and in a manner which he or she reasonably believed to be in or not opposed to the best

interests of the Bank, and, with respect to any criminal action or proceeding, had reasonable cause to believe that his or her conduct was unlawful.

SECTION 2. Derivative Proceedings. The Bank shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative, to procure a judgment in its favor by or in the right of the Bank, by reason of the fact that he or she is or was a director or officer of the Bank, or is or was serving at the request of the Bank as a director or officer of another bank or corporation, or as its representative in a partnership, joint venture, trust or other enterprise, against expenses (including attorneys' fees) actually and reasonably incurred by him or her in connection with the defense or settlement of such action, suit or proceeding, if he or she acted in good faith and in a manner he or she reasonably believed to be in or not opposed to the best interests of the Bank and except that no indemnification shall be made in respect of any claim, issue or matter as to which such person shall have been adjudged to be liable to the Bank, unless and only to the extent that the court in which such action or suit was brought shall determine upon application that, despite the adjudication of liability but in view of all circumstances of the case, such person is fairly and reasonably entitled to indemnity for such expenses which the court shall deem proper.

SECTION 3. Indemnification Right Enforceable as Contract. Such right of indemnification shall be a contract right that may be enforced in any lawful manner by such person, and the Bank may in the discretion of the Board of Directors enter into indemnification agreements with its directors and officers. Such right of indemnification shall not be exclusive of any other right which such director or officer may have or hereafter acquire and, without limiting the generality of such statement, he or she shall be entitled to his or her right of indemnification under any agreement, vote of shareholders, provision of law or otherwise, as well as his or her rights under this ARTICLE VII.

SECTION 4. Insurance. The Bank shall have power to purchase and maintain insurance on behalf of any person who is or was a director or officer of the Bank, or is or was serving at the request of the Bank as a director or officer of another bank or corporation or as its representative in a partnership, joint venture, trust or other enterprise, against any liability asserted against him or her and incurred by him or her in any such capacity or arising out of his or her status as such, whether or not the Bank would have the power to indemnify him or her against such liability under the provisions of this ARTICLE VII.

SECTION 5. Advancement of Expenses. Expenses (including attorneys' fees) incurred by a director or officer of the Bank in defending a civil or criminal action, suit or proceeding by reason of the fact that he or she is, or was, a director or officer of the Bank, or is or was serving at the Bank's request as a director or officer of another bank or corporation or as its representative in a partnership, joint venture, trust or other enterprise may be paid by the Bank in advance of the final disposition of such action, suit or proceeding upon receipt of an undertaking by or on behalf of the director or officer to repay such amount if it shall ultimately be determined that he or she is not entitled to be indemnified by the Bank as authorized in this ARTICLE VII.

SECTION 6. Severability. If any provision of this ARTICLE VII or the application thereof to any person or circumstance is adjudicated invalid, such invalidity shall not affect other provisions or applications of this ARTICLE VII which lawfully can be given without the invalid provision of this ARTICLE VII.

SECTION 7. Procedure for Approval of Indemnification. Any indemnification under this ARTICLE VII (unless ordered by a court) shall be made by the Bank only as authorized in the specific case upon a determination that indemnification of the director or officer is proper in the circumstances because he or she has met the applicable standard of conduct set forth in this ARTICLE VII. Such

determination shall be made: (i) by the Board of Directors by a majority vote of a quorum consisting of directors who were not parties to such action, suit or proceeding, or (ii) if such a quorum is not obtainable, or, even if obtainable, if a quorum of disinterested directors so directs, by independent legal counsel in a written opinion, or (iii) by the shareholders.

SECTION 8. Rights Under this Article VII Not Exclusive. The indemnification and advancement of expenses provided by this ARTICLE VII shall not be deemed exclusive of any other rights to which those seeking indemnification may be entitled under any Bylaw, agreement, vote of shareholders or disinterested directors or otherwise, both as to action in his or her official capacity and as to action in another capacity while holding such office, and shall continue as to a person who has ceased to be a director or officer and shall inure to the benefit of the heirs, executors and administrators of such a person.

SECTION 9. Indemnification Obligation Not Limited to Arkansas Proceedings. The powers and duties of the Bank to indemnify any person under this ARTICLE VII shall apply with equal force whether an action, suit or proceeding is threatened or commenced in this State or outside this State.

ARTICLE VIII. MISCELLANEOUS PROVISIONS

SECTION 1. Fiscal Year. The fiscal year of the Bank shall begin on the first day of January and end on the last day of December in each year.

SECTION 2. Dividends. The Board of Directors may from time to time declare, and the Bank may pay, dividends on its outstanding shares in the manner and upon the terms and conditions provided by law and its Articles of Incorporation. Dividends may be paid in cash, in property, or in shares of the capital stock, subject to the provisions of the Articles of Incorporation.

SECTION 3. Corporate Seal. The Board of Directors may provide a corporate seal which shall be circular in form and shall have inscribed thereon the name of the Bank, the state of incorporation and the words “Corporate Seal.” A corporate seal shall not be mandatory for the validity of any contract, instrument or other document properly executed by any authorized officer or officers of the Bank.

SECTION 4. Waiver of Notice. Any written waiver of notice, signed by the person entitled to notice, whether before or after the time stated therein, shall be deemed equivalent to notice. Attendance of a person at a meeting shall constitute a waiver of notice of such meeting, unless the person at the beginning of the meeting objects to holding the meeting or transacting business at the meeting. In addition, attendance of a person at a meeting shall constitute a waiver of objection to consideration of a particular matter at the meeting that is not within the purpose or purposes described in the meeting notice, unless the person objects to considering the matter when it is presented. All waivers of notice shall be filed with the minutes of the meeting.

SECTION 5. Interested Directors; Quorum. No contract or transaction between the Bank and one or more of its directors or officers, or between the Bank and any other bank, corporation, partnership, association, or other organization in which one or more of its directors or officers are directors or officers, or have a financial interest, shall be void or voidable solely for this reason, or solely because the director or officer is present at or participates in the meeting of the Board of Directors or committee thereof which authorizes the contract or transaction, or solely because such person’s votes are counted for such purposes, if: (a) the material facts regarding such person’s relationship or interest in the contract or transaction are disclosed or known to the Board of Directors or the committee, and the Board or committee in good faith authorizes the contract or transaction by the affirmative vote of a majority of the disinterested directors, even though the number of disinterested directors constitutes less than a quorum; or (b) the material facts as to such person’s relationship or interest in the contract or transaction are

disclosed or are known to the shareholders entitled to vote thereon, and the contract or transaction is specifically approved in good faith by a vote of the shareholders; or (c) the contract or transaction is fair to the Bank. If a majority of the disinterested directors vote to authorize, approve, or ratify the contract or transaction, such majority shall be deemed to constitute a quorum of directors present at a meeting of the Board of Directors for the purpose of taking action under this Section 5, notwithstanding the provisions of Section 7 of ARTICLE III of these Bylaws. If the contract or the transaction is submitted for approval by the shareholders, the shares owned by or voted under the control of an interested director or an interested Bank, partnership, association, or other organization in which one or more of the Bank's directors or officers are directors or officers, or have a financial interest, shall not be counted in the vote of shareholders. Such shares, however, shall be counted for voting purposes in determining whether the transaction or contract is approved if such transaction or contract is required to be approved by the shareholders under the Articles of Incorporation, the applicable rules of any national securities exchange on which such shares are listed for trading, or applicable law. A majority of the shares that are entitled to be counted in a vote on the transaction or contract under this Section 5 constitutes a quorum for the purpose of taking action under this Section 5.

SECTION 6. Form of Records. Any records maintained by the Bank in the regular course of its business, including a stock ledger, books of account, and minute books, may be kept on, or be in the form of, punch cards, magnetic tape, photographs, microphotographs, computer diskette or any other information storage device, provided that the records so kept can be converted into clearly legible form within a reasonable time. The Bank shall so convert any records so kept upon the request of any person entitled to inspect the same.

SECTION 7. Forum Selection. Unless the Bank consents in writing to the selection of an alternative forum, the sole and exclusive forum for (a) any derivative action or proceeding brought on behalf of the Bank, (b) any action asserting a claim of breach of a fiduciary duty owed by any director, officer or other employee of the Bank, to the Bank or the Bank's shareholders, (c) any action asserting a claim arising pursuant to any provision of Arkansas law, including but not limited to the Arkansas Banking Code of 1997, as amended, the Arkansas Business Corporation Act, as amended, the Amended and Restated Articles of Incorporation (including any amendments thereto containing a certificate of designations for any class or series of preferred stock) or these Bylaws, in each case, as amended from time to time, or (d) any action asserting a claim governed by the internal affairs doctrine shall be a state court located within the State of Arkansas (or, if no state court located within the State of Arkansas has jurisdiction, the federal district court for the Eastern District of Arkansas), in all cases subject to the court's having personal jurisdiction over the indispensable parties named as defendants. Any person or entity purchasing or otherwise acquiring any interest in shares of capital stock of the Bank shall be deemed to have notice of and consented to the provisions of this Section 7.

SECTION 8. Amendments of Bylaws. Subject to the laws of the State of Arkansas and the provisions of the Articles of Incorporation, these Bylaws may be altered, amended or repealed at any annual meeting of shareholders by a vote of the shareholders in accordance with ARTICLE II, provided that in the notice of such meeting, notice of such purpose shall be given. Subject to the laws of the State of Arkansas, the Articles of Incorporation and these Bylaws, the Board of Directors by a majority vote of the entire Board of Directors may amend these Bylaws, or waive any provisions hereof, or enact such other Bylaws as in their judgment may be advisable for the regulation of the conduct of the affairs of the Bank.

ADOPTED by the Board of Directors of the Bank effective as of the 10th day of April, 2017.

/s/ Helen W. Brown
Helen W. Brown, Secretary

Exhibit 4.1

DESCRIPTION OF CAPITAL STOCK

The following summarizes the material terms of the common stock of Bank of the Ozarks (the "Bank") as set forth in its Amended and Restated Articles of Incorporation, which are referred to as the "Articles of Incorporation," its Amended and Restated Bylaws, which are referred to as the "Bylaws," and applicable provisions of Arkansas law. Because this is only a summary, it may not contain all of the information that is important to you. For a complete description, you should refer to the Articles of Incorporation and Bylaws and any applicable provisions of Arkansas law.

General

Holders of common stock are entitled to one vote per share for all purposes. They are entitled to such dividends, if any, as may be declared by the Board of Directors (the "Board") in compliance with the provisions of the Arkansas Business Corporations Act (the "ABCA"), the Arkansas Banking Code, and the regulations of the appropriate regulatory authorities, and to receive the net assets of the corporation upon dissolution.

The Board may authorize the issuance of authorized but unissued shares of common stock without shareholder approval, unless such approval is required in a particular case by applicable laws or regulations or requirements of any national securities exchange on which such common stock is traded. The authorized but unissued shares of common stock are issuable from time to time for any corporate purpose, including, without limitation, stock splits, stock dividends, employee benefit and compensation plans, acquisitions, and public or private sales for cash as a means of raising capital. These shares could be used to dilute the stock ownership of persons seeking to obtain control of the Bank. In addition, the sale of a substantial number of shares of common stock to persons who have an understanding with the Bank concerning the voting of such shares, or the distribution or declaration of a common stock dividend to the Bank's shareholders, may have the effect of discouraging or increasing the cost of unsolicited attempts to acquire control of the Bank.

Holders of common stock do not have any preemptive, conversion or redemption rights. The outstanding shares of common stock are fully paid and non-assessable.

As permitted under Arkansas law, the Articles of Incorporation allow the Board to issue preferred stock from time to time in one or more series with such designations, powers, preferences and rights as the Board may from time to time determine. The Board can, without shareholder approval (but only with the approval of the ASBD), issue preferred stock with voting, dividend, liquidation and conversion rights that could dilute the voting strength of the common stock and may assist management in impeding an unfriendly takeover or attempted takeover. The Bank has no issued or outstanding preferred stock.

The approval of the Arkansas Bank Commissioner is required in order for the Bank to repurchase shares of its capital stock (other than payments to shareholders who have perfected dissenters' rights in connection with a transaction).

Directors and Absence of Cumulative Voting

Under Arkansas law, the number of directors may be fixed or changed by the shareholders or by the directors if so authorized by the articles of incorporation or bylaws. The Articles of Incorporation and Bylaws provide that the number of directors shall be fixed from time to time by resolution of the Board

and shall not be less than three (3) nor more than twenty (20). Cumulative voting is expressly prohibited by the Articles of Incorporation.

The Articles of Incorporation do not authorize the Board to divide the directors into staggered classes. Directors are elected by a plurality, in a contested election, or a majority, in an uncontested election, of the votes cast by the holders of shares entitled to vote in the election of directors at a meeting at which a quorum is present. A “plurality” means the individuals who receive the greatest number of votes cast “FOR” are elected as directors, and a “majority” means that the number of shares voted “FOR” an individual’s election exceeds the number of shares voted “AGAINST” that nominee’s election.

The Bylaws contain a resignation provision pursuant to which any nominee for director of the Bank who does not receive a majority of the votes cast in an uncontested election, must tender to the Board his or her resignation as a director, which will become effective upon acceptance by the Board. Within 90 days following the certification of the election results, the Board must publicly disclose its decision to either accept or reject the tendered resignation and, if rejected, its reasons for doing so.

The Articles of Incorporation provide generally that vacancies on the Board (including any vacancy resulting from an increase in the number of directors) shall be filled by the affirmative vote of a majority of the remaining directors for the unexpired term.

Removal of Directors

The Articles of Incorporation provide that a director may be removed only for cause, and then only by the affirmative vote of shareholders holding two-thirds of the outstanding shares entitled to vote in the election of such director, at a special meeting of shareholders called for such purpose.

Limitations on Director Liability

The Articles of Incorporation provide that a director will not be personally liable for monetary damages arising from his or her breach of fiduciary duty as a director. This provision, however, does not eliminate or limit the liability of the directors for (1) any breach of the director’s duty of loyalty to the Bank or its shareholders, (2) acts or omissions not in good faith or which involve intentional misconduct or a knowing violation of law, (3) liability under the ABCA for unlawful distributions, (4) any transaction from which the director received an improper personal benefit, or (5) any action, omission, transaction or breach of a director’s duty creating any third-party liability to any person or entity other than the Bank or its shareholders.

Indemnification

The ABCA permits a corporation to indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending, or completed action, suit, or proceeding, whether civil, criminal, administrative, or investigative (other than an action by or in the right of the corporation) by reason of the fact that he is or was a director, officer, employee, or agent of the corporation or is or was serving at the request of the corporation as a director, officer, employee, or agent of another corporation, partnership, joint venture, trust, or other enterprise, against expenses (including attorneys’ fees), judgments, fines, and amounts paid in settlement actually and reasonably incurred by him in connection with such action, suit, or proceeding if he acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the corporation, and, with respect to any criminal action or proceeding, had no reasonable cause to believe his conduct was unlawful.

Additionally, the ABCA permits a corporation to indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending, or completed action or suit by or in the right of the corporation to procure a judgment in its favor by reason of the fact that he is or was a director, officer, employee, or agent of the corporation, or is or was serving at the request of the corporation as a director, officer, employee, or agent of another corporation, partnership, joint venture, trust, or other enterprise against expenses (including attorneys' fees) actually and reasonably incurred by him in connection with the defense or settlement of such action or suit if he acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the corporation and except that no indemnification shall be made in respect of any claim, issue, or matter as to which such person shall have been adjudged to be liable to the corporation unless and only to the extent that the court of chancery or the court in which such action or suit was brought shall determine upon application that, despite the adjudication of liability but in view of all the circumstances of the case, such person is fairly and reasonably entitled to indemnity for such expenses which the court of chancery or such other court shall deem proper.

To the extent that a director, officer, employee or agent of a corporation has been successful on the merits regarding any such action, he or she shall be indemnified against expenses (including attorneys' fees) actually and reasonably incurred by him or her in connection therewith.

Unless ordered by a court, the determination of whether indemnification is proper in a specific case will be determined by (1) a majority vote of a quorum consisting of directors who were not party to such suit, (2) if such quorum is unobtainable and the board of directors so directs, by special legal counsel, or (3) by the shareholders.

The Arkansas State Bank Department (the "ASBD"), by order of the Arkansas Bank Commissioner, permits state-chartered banks to indemnify officers, directors and other persons to the maximum extent permitted by the ABCA; provided, that such power shall not be construed to allow indemnification of officers, directors or other persons against expenses, penalties or other payments incurred in an administrative proceeding or action instituted by an appropriate bank regulatory agency if the proceeding or action results in a final order assessing civil money penalties or requiring affirmative action by such individual or individuals in the form of payments to a state-chartered bank.

The Articles of Incorporation provide that the Bank shall indemnify any person who is or was serving as a director or officer of the Bank (or who was serving in such capacity for another corporation or entity at the request of the Bank) to the full extent permitted by the ABCA and the ASBD.

The rights of indemnification provided in the Articles of Incorporation are not exclusive of any other rights which may be available under the Bylaws, any insurance or other agreement, by vote of shareholders or directors (regardless of whether directors authorizing such indemnification are beneficiaries thereof) or otherwise. In addition, the Articles of Incorporation authorize the Bank to maintain insurance on behalf of any person who is or was a director or officer of the Bank, whether or not the Bank would have the power to provide indemnification to such person. These provisions are designed to reduce, in appropriate cases, the risks incident to serving in such capacities and to enable the Company and the Bank to attract and retain the best personnel available.

The Bank is party to indemnification agreements with its directors and executive officers.

Special Meetings of Shareholders

Special meetings of the shareholders may be called only by the chairman of the Board, the chief executive officer, the Board, or by a duly designated committee of the Board. At the request of holders of at least

ten percent (10%) of the shares entitled to vote, the chairman or the chief executive officer of the Bank shall call a special meeting of the shareholders.

In order to request a special meeting of the shareholders as described above, the requisite percentage of shareholders must deliver a special meeting request that includes, among other things, a statement of the purpose of the meeting and the matters proposed to be acted on, the name and address of each requesting shareholder and/or beneficial owner, evidence of the share ownership of such persons, a description of any material interest of such persons in the business proposed for the special meeting, a description of any arrangements between such persons and any other persons regarding the special meeting, a representation whether such persons will appear in person or by proxy at the special meeting to present the proposal(s), a representation whether such shareholders intend to solicit proxies with respect to the proposal(s), and information relating to each shareholder that is required pursuant to Regulation 14A of the Securities Exchange Act of 1934, as amended (the "Exchange Act"). In addition, the special meeting request must relate to an item of business that is a proper subject for shareholder action under law, it may not be received during the period commencing 90 days prior to the first anniversary of the date of the immediately preceding annual meeting and ending on the date of the next annual meeting, a similar item may not have been presented at any shareholder meeting held in the preceding 120 days or included in the Bank's notice to be brought before a called but not yet held shareholder meeting, and it may not violate Regulation 14A or other applicable law. In lieu of calling a special meeting requested by the shareholders, the Board may present a similar item for shareholder approval at any other shareholder meeting held within 120 days following the Bank's receipt of the special meeting request.

Shareholder Action by Written Consent

Shareholder action on a proposal to increase the capital stock or bonded indebtedness may be taken without a meeting if one or more written consents, setting forth the action so taken, shall be signed by all of the shareholders. Any other action required or permitted to be taken at a meeting of shareholders may be taken without a meeting if one or more written consents, setting forth the action so taken, shall be signed by the holders of outstanding shares having not less than the minimum number of votes that would be necessary to authorize or take such action at a meeting at which all shares entitled to vote thereon were present and voted.

Annual Meeting Shareholder Proposals and Advance Notice Requirement

The Bylaws provide that the only matters that may be transacted at an annual meeting of shareholders are those matters that are specified in the notice of the meeting, otherwise properly brought before the meeting by the Board, or otherwise brought before the annual meeting by a shareholder (i) who was a shareholder of record at the time of giving notice and at the time of the meeting, (ii) is entitled to vote at the meeting and (iii) who complies with the notice procedures in the Bylaws.

In addition to any other applicable requirements, for business to be properly brought before an annual meeting by a shareholder, such shareholder must have given timely notice of the matter in proper written form to the Bank's secretary.

To be timely, a shareholder's notice must be delivered to or mailed and received at the principal executive office of the Bank not less than 90 days nor more than 120 days prior to the anniversary date of the immediately preceding annual meeting of shareholders; provided, however, that in the event that the annual meeting of shareholders is advanced more than 30 days prior to such anniversary date or delayed more than 70 days after such anniversary date then to be timely such notice must be received by the Bank no later than the later of 70 days prior to the date of the meeting or the 10th day following the day on which public announcement of the date of the meeting was made.

To be in proper written form, a shareholder's notice to the secretary must set forth as to each matter such shareholder proposes to bring before the annual meeting: (i) a brief description of the business proposed to be brought before the annual meeting and the reasons for conducting such business at the annual meeting, (ii) the name and record address of such shareholder, (iii) the class or series and number of shares of capital stock which are owned beneficially or of record by such shareholder, and (iv) any other information relating to such shareholder and beneficial owner, if any, that would be required to be disclosed in a proxy statement or other filings required to be made in connection with solicitations of proxies for, as applicable, the proposal and/or for the election of directors in a contested election pursuant to Section 14 of the Exchange Act.

Amendment of Corporate Charter and Bylaws

Under the Arkansas Banking Code and the Bylaws, any amendment to the Articles of Incorporation must be approved first by the Board, and thereafter by a majority of each class of stock entitled to vote on the proposed amendment; provided, that the affirmative vote of the holders of at least two-thirds of the shares entitled to vote on the matter, voting together as a single class, as well as such additional vote of any preferred stock, if then issued and outstanding, as may be required by the provisions thereof, is required to amend charter provisions relating to the number, election and removal of directors. Any amendment to the Articles of Incorporation must also be approved by the Arkansas State Banking Board and the Arkansas Bank Commissioner.

The Bylaws may be amended by the Board or the shareholders. Amendment of the Bylaws by the Board requires the affirmative vote of a majority of the directors then in office. Shareholders can amend the Bylaws at an annual meeting at which a quorum is present. A shareholder amendment of the Bylaws requires the affirmative vote of a majority of the shares voted thereon.

Takeover Protection Statutes

Neither the ABCA nor the Arkansas Banking Code has a corporate takeover protection statute.

Shareholders' Rights to Examine Books and Records

Arkansas law provides a shareholder and his, her or its agent or attorney with a right to inspect (beginning two (2) business days after notice of a meeting is given) and copy the corporation's shareholder list. Arkansas law also permits any shareholder, on at least five (5) business days advance written demand to the corporation, to inspect (1) the articles of incorporation and bylaws of the corporation and all amendments thereto that are in effect, (2) board resolutions of the corporation relating to the creation or fixing the rights, preferences and limitations of any class of shares that are still outstanding, (3) minutes of shareholder meetings, records of actions taken by shareholders without a meeting and all written communications to shareholders, including financial statements furnished to shareholders, for the past three years, (4) the names and business addresses of the current directors and officers and (5) the most recent annual franchise tax report delivered to the Arkansas Secretary of State. In addition, a shareholder satisfying specified conditions is entitled to inspect (a) excerpts of minutes of any meeting of the board of directors and records of any actions of any committee of the board of directors and of actions taken by the board of directors without a meeting, (b) accounting records, (c) the record of shareholders, and (d) the shareholder list as described above, in each case if the demand is made in good faith and for a proper purpose, describes the purpose of the inspection and the desired records with reasonable particularity, and the desired records are directly connected to the purpose of such inspection.

Shareholder Rights Plan

The Bank does not have a shareholder rights plan in effect and has no present plans or agreements to adopt such a plan.

NUMBER

SHARES

BANK of the OZARKS

A BANKING CORPORATION

COMMON STOCK

INCORPORATED UNDER THE LAWS OF THE STATE OF ARKANSAS

SEE REVERSE FOR CERTAIN DEFINITIONS

CUSIP 063904 10 6

THIS CERTIFIES THAT

IS THE OWNER OF

SHARES OF THE COMMON STOCK, $.01 PAR VALUE, OF

BANK OF THE OZARKS

transferable on the books of the Corporation by the holder hereof, in person or by duly authorized attorney, upon surrender of this Certificate properly endorsed. This Certificate and the shares represented hereby are issued and shall be held subject to all the provisions of the Articles of Incorporation of the Corporation, and all amendments and restatements thereof, to all of which each holder by the acceptance hereof consents. This Certificate is not valid unless countersigned and registered by the Transfer Agent and Registrar.

WITNESS the facsimile seal of the Corporation and the facsimile signatures of its authorized officers.

Dated:

COUNTERSIGNED AND REGISTERED:
BANK OF THE OZARKS
(LITTLE ROCK, ARKANSAS)
TRANSFER AGENT AND REGISTRAR

BY

AUTHORIZED SIGNATURE

BANK OF THE OZARKS CORPORATE SEAL LITTLE ROCK, ARKANSAS

CHAIRMAN AND CHIEF EXECUTIVE OFFICER

SECRETARY

Exhibit 4.2

BANK of the OZARKS

THE CORPORATION WILL FURNISH TO ANY SHAREHOLDER, UPON REQUEST AND WITHOUT CHARGE, A FULL STATEMENT OF THE POWERS, DESIGNATIONS, PREFERENCES, LIMITATIONS, AND RELATIVE RIGHTS OF THE SHARES OF EACH CLASS OF STOCK OF THE CORPORATION AUTHORIZED TO BE ISSUED, SUCH REQUEST MAY BE MADE TO THE CORPORATION AT ITS PRINCIPAL PLACE OF BUSINESS, OR TO THE TRANSFER AGENT.

The following abbreviations, when used in the inscription on the face of this certificate, shall be construed as though they were written out in full according to applicable laws or regulations:

TEN COM — as tenants in common
TEN ENT — as tenants by the entireties
JT TEN — as joint tenants with right of survivorship and not as tenants in common

UNIF GIFT MIN ACT — _____ (Cust) Custodian _____ (Minor)
Under Uniform Gifts to Minors Act _____ (State)

Additional abbreviations may also be used though not in the above list.

For Value Received, _____ *hereby sell, assign and transfer unto*

PLEASE INSERT SOCIAL SECURITY OR OTHER IDENTIFYING NUMBER OF ASSIGNEE

_____

PLEASE PRINT OR TYPEWRITE NAME AND ADDRESS, INCLUDING POSTAL ZIP CODE OF ASSIGNEE

_____ *Shares of the Stock represented by the within Certificate, and do hereby irrevocably constitute and appoint* _____

_____ *Attorney to transfer the said stock on the books of the within named Corporation with full power of substitution in the premises.*

Dated _____

NOTICE: THE SIGNATURE(S) TO THIS ASSIGNMENT MUST CORRESPOND WITH THE NAME(S) AS WRITTEN UPON THE FACE OF THE CERTIFICATE IN EVERY PARTICULAR WITHOUT ALTERATION OR ENLARGEMENT OR ANY CHANGE WHATEVER.

X _____ (SIGNATURE)

X _____ (SIGNATURE)

THE SIGNATURE(S) SHOULD BE GUARANTEED BY AN ELIGIBLE GUARANTOR INSTITUTION (BANKS, STOCKBROKERS, SAVINGS AND LOAN ASSOCIATIONS AND CREDIT UNIONS WITH MEMBERSHIP IN AN APPROVED SIGNATURE GUARANTEE MEDALLION PROGRAM), PURSUANT TO S.E.C. RULE 17Ad-15.

SIGNATURE(S) GUARANTEED BY:

☐ ☐

Exhibit 4.3

SECOND SUPPLEMENTAL INDENTURE
(Fixed-to-Floating Rate Subordinated Notes due 2026)

THIS SECOND SUPPLEMENTAL INDENTURE (this "**Second Supplemental Indenture**") is dated as of June 26, 2017, by and among Bank of the Ozarks, Inc., an Arkansas corporation (the "**Company**"), and the "Company" under the Base Indenture (as hereinafter defined), as supplemented and amended by the First Supplemental Indenture dated as of June 23, 2016 (as hereinafter defined), Bank of the Ozarks, an Arkansas state banking corporation ("**Successor Company**"), and U.S. Bank National Association, a national banking association, the Trustee under the Base Indenture (herein, together with its successors in interest, the "**Trustee**").

RECITALS

WHEREAS, the Company and the Trustee have heretofore executed and delivered the Subordinated Indenture, dated as of June 23, 2016 (the "**Base Indenture**") and the First Supplemental Indenture, dated as of June 23, 2016 (the "**First Supplemental Indenture**;" and together with the Base Indenture, the "**Indenture**"), providing for the establishment from time to time of series of the Company's unsecured debt securities, which may be subordinated debentures, notes or other evidences of indebtedness (hereinafter called the "**Securities**") and the issuance from time to time of Securities under the Indenture;

WHEREAS, under and pursuant to the First Supplemental Indenture, the Company and the Trustee established a series of Securities under the Indenture known as the Company's "Fixed-to-Floating Rate Subordinated Notes due 2026" the ("**2026 Series**"), which established and set the form and terms of the notes of the 2026 Series (the "**Notes**"), and provided for the issuance of Notes in the aggregate principal amount of $225,000,000;

WHEREAS, Sections 5.01 and 5.02 of the Base Indenture provide that the Company and the Trustee may enter into a supplemental indenture to the Base Indenture to provide for and evidence the succession to the Company and assumption by another Person, including an entity organized and validly existing under the laws of the United States of America, any state thereof or the District of Columbia or any jurisdiction thereof, of all of the obligations of the Company on all of the Securities and under the Indenture and the performance of every other covenant of the Indenture on the part of the Company in the event the Company is merged into such other Person;

WHEREAS, Section 9.01 of the Base Indenture provides that the Company and the Trustee may amend or supplement the Indenture without notice to or the consent of any Holder to evidence the succession of another Person to the Company and the assumption by any such successor of the obligations and covenants of the Company contained in the Indenture and the Securities pursuant to the obligations set forth in Article 5 of the Base Indenture; and

WHEREAS, the Company has entered into an Agreement and Plan of Merger with the Successor Company, whereby the Company has been merged with and into the Successor Company, and the Company has requested that the Trustee execute and deliver this Second supplemental Indenture; all requirements necessary to make this Second Supplemental Indenture a valid, binding and enforceable agreement in accordance with its terms have been satisfied; and the execution and delivery of this Second Supplemental Indenture has been duly authorized in all respects.

NOW, THEREFORE, in consideration of the covenants and agreement set forth in the Indenture and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

ARTICLE 1
DEFINITIONS

Section 1.01 Relation to Indenture. This Second Supplemental Indenture constitutes an integral part of the Indenture.

Section 1.02 Definition of Terms. For all purposes of this Second Supplemental Indenture:

(a) capitalized terms used herein without definition shall have the meanings set forth in the Base Indenture, provided that if the definition of a capitalized term defined in this Second Supplemental Indenture conflicts with the definition of that capitalized term in the Base Indenture, the definition of that capitalized term in this Second Supplemental Indenture shall control for purposes of this Second Supplemental Indenture;

(b) a term defined anywhere in this Second Supplemental Indenture has the same meaning throughout;

(c) the singular includes the plural and vice versa;

(d) headings are for convenience of reference only and do not affect interpretation;

(e) unless otherwise specified or unless the context requires otherwise, (i) all references in this Second Supplemental Indenture to Sections refer to the corresponding Sections of this Second Supplemental Indenture and (ii) the terms "herein", "hereof", "hereunder" and any other word of similar import refer to this Second Supplemental Indenture;

(f) the word "including" (and with correlative meaning "include") means including without limiting the generality of any description preceding such term; and

(g) the terms "**Company**," "**Trustee**," "**Indenture**," "**Base Indenture**," "**Notes,**" "**Securities**," "**First Supplemental Indenture**" and "**Second Supplemental Indenture**" shall have the respective meanings set forth in the recitals to this Second Supplemental Indenture and the paragraph preceding such recitals.

ARTICLE 2
ASSUMPTION OF OBLIGATIONS

Section 2.01 Assumption of Obligations. Pursuant to, and in compliance and accordance with, Section 5.01 of the Base Indenture, the Successor Company, an entity organized and validly existing under the laws of the State of Arkansas, hereby expressly and unconditionally assumes all of the obligations of the Company on all of the Securities and under the Indenture and the performance of every other covenant of the Indenture on the part of the Company to be performed.

Section 2.02 Substitution of Successor Company. Pursuant to, and in compliance and accordance with, Section 5.02 of the Base Indenture, the Successor Company hereby succeeds to and is substituted for, and may exercise every right and power of, the Company under the Base Indenture with the same effect as of the Successor Company had been named as the Company therein.

ARTICLE 3
Representations and Warranties

Section 3.01 Representations and Warranties. The Successor Company represents and warrants that:

(a) it has all necessary power and authority to execute and deliver this Second Supplemental Indenture and to perform the covenants and obligations of the Indenture;

(b) it is the successor of the Company pursuant to a valid merger effected in accordance with applicable law;

(c) it is a state banking corporation organized and existing under the laws of the State of Arkansas;

(d) both immediately before and after giving effect to this Second Supplemental Indenture, no Event of Default, and no event which, after notice or lapse of time or both, would become an Event of Default, shall have occurred and is continuing; and

(e) this Second Supplemental Indenture is executed and delivered pursuant to Section 9.01(b) of the Indenture and does not require any notice to or the consent of any Holder.

ARTICLE 4
CONDITIONS OF EFFECTIVENESS

Section 4.01 Conditions of Effectiveness. This Second Supplemental Indenture shall become effective simultaneously with the effectiveness of the Merger; provided, however, that:

(a) the Trustee shall have executed a counterpart of this Second Supplemental Indenture and shall have received a counterpart of this Second Supplemental Indenture executed by the Company and the Successor Company.

(b) the Trustee shall have received an Officers' Certificate substantially in the form attached hereto as Exhibit A.

(c) the Trustee shall have received an Opinion of Counsel substantially in the form attached hereto as Exhibit B.

(d) the Successor Company shall have duly executed and filed with the Secretary of State of the State of Arkansas and the Bank Commissioner of the State of Arkansas Articles of Merger in connection with the Merger.

ARTICLE 5
MISCELLANEOUS

Section 5.01 References to the Indenture and the Notes. Upon the effectiveness of this Second Supplemental Indenture, each reference in the Indenture to "this Indenture," "hereunder," "herein" or words of like import, and any reference in the Notes to the Indenture, including each term defined by reference to the Indenture, shall mean and be a reference to the Indenture, as affected, amended and supplemented hereby.

Section 5.02 Ratification of Indenture. Upon the effectiveness of this Second Supplemental Indenture, the Indenture, as amended and supplemented hereby, shall remain in full force and effect and is in all respects ratified and confirmed, and this Second Supplemental Indenture shall be deemed part of the Indenture in the manner and to the extent herein and therein provided.

Section 5.03 Trustee Not Responsible for Recitals. The recitals contained herein shall be taken as statements of the Company and the Successor Company and not those of the Trustee, and the Trustee assumes no responsibility for the correctness thereof. The Trustee makes no representations as to the validity or sufficiency of this Second Supplemental Indenture.

Section 5.04 New York Law To Govern. THIS SECOND SUPPLEMENTAL INDENTURE SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.

Section 5.05 Counterparts. This Second Supplemental Indenture may be executed in any number of counterparts each of which shall be an original, but such counterparts shall together constitute one and the same instrument. The exchange of copies of this Second Supplemental Indenture and of signature pages by facsimile or electronic format (i.e., ".pdf" or" .tif") transmission shall constitute effective execution and delivery of this Second Supplemental Indenture as to the parties hereto and may be used in lieu of the original Second Supplemental Indenture for all purposes. Signatures of the parties hereto transmitted by facsimile or electronic format (i.e., ".pdf" or ".tif") shall be deemed to be their original signatures for all purposes.

Section 5.06 Benefits of Second Supplemental Indenture. Nothing in this Second Supplemental Indenture, express or implied, shall give to any Person, other than the parties to this Second Supplemental Indenture and the successors under this Second Supplemental Indenture and the Persons in whose names the Notes are registered on the Security Register from time to time, any benefit or any legal or equitable right, remedy or claim under this Second Supplemental Indenture.

Section 5.07 Conflict with Base Indenture. If any provision of this Second Supplemental Indenture is inconsistent with any provision of the Base Indenture, such provision of this Second Supplemental Indenture shall control.

[Signatures on following page]

IN WITNESS WHEREOF, the parties hereto have caused this Second Supplemental Indenture to be duly executed and effective as of the day and year first written above, by their respective officers thereunto duly authorized.

U. S. BANK NATIONAL ASSOCIATION

By: /s/ David Ferrell
Name: David Ferrell
Title: Vice President

BANK OF THE OZARKS

By: /s/ Greg McKinney
Name: Greg McKinney
Title: Chief Financial Officer

BANK OF THE OZARKS, INC.

By: /s/ Greg McKinney
Name: Greg McKinney
Title: Chief Financial Officer

Exhibit 4.4

SECOND SUPPLEMENTAL INDENTURE
(Intervest Statutory Trust II)

THIS SECOND SUPPLEMENTAL INDENTURE dated as of June 26, 2017 is by and between U. S. Bank National Association, a national banking association (herein, together with its successors-in-interest, the "Trustee"), Bank of the Ozarks, Inc., an Arkansas business corporation (the "First Successor Company") and Bank of the Ozarks, an Arkansas state banking corporation (the "Second Successor Company").

NOW, THEREFORE, in consideration of the premises and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the parties hereto, the Trustee, the First Successor Company and the Second Successor Company hereby agree as follows:

PRELIMINARY STATEMENTS

The First Successor Company is the surviving entity of the merger of Intervest Bancshares Corporation, a Delaware corporation (the "Initial Company," and the "Company" under that certain Indenture dated as of September 17, 2003 (the "Indenture"), pursuant to which the Initial Company issued U.S. $15,464,000 of its Fixed/Floating Rate Junior Subordinated Deferrable Interest Debentures due 2033 (the "Debentures")), with and into the First Successor Company.

The Trustee, the Initial Company and the First Successor Company, as successor-in-interest to the Initial Company, were parties to that certain First Supplemental Indenture dated as of February 10, 2015 (the "First Supplemental Indenture"). As permitted by the terms of the Indenture and the First Supplemental Indenture, the First Successor Company, simultaneously with the effectiveness of this Second Supplemental Indenture, shall merge (referred to herein and for purposes of Article IX of the Indenture as the "Merger") with and into the Second Successor Company, with the Second Successor Company as the surviving entity. The parties hereto are entering into this Second Supplemental Indenture pursuant to, and in accordance with, Section 9.1(a) of the Indenture.

Section 1. Definitions. All capitalized terms used herein which are defined in the Indenture, either directly or by reference therein, shall have the respective meanings assigned them in the Indenture except as otherwise provided herein or unless the context otherwise requires.

Section 2. Interpretation.

(a) In this Second Supplemental Indenture, unless a clear contrary intention appears:

(i) the singular number includes the plural number and vice versa;

(ii) reference to any gender includes the other gender;

(iii) the words "herein," "hereof" and "hereunder" and other words of similar import refer to this Second Supplemental Indenture as a whole and not to any particular Section or other subdivision;

(iv) reference to any person includes such Person's successors and assigns but, if applicable, only if such successors and assigns are permitted by this by this Second Supplemental Indenture, the First Supplemental Indenture or the Indenture, and reference to a Person in a particular capacity excludes such Person in any other capacity or individually provided that nothing in this clause (iv) is intended to authorize any assignment not otherwise permitted by this Second Supplemental Indenture, the First Supplemental Indenture or the Indenture;

(v) reference to any agreement, document or instrument means such agreement, document or instrument as amended, supplemented or modified and in effect from time to time in accordance with the terms thereof and, if applicable, the terms hereof, as well as any substitution or replacement therefor and reference to any note includes modifications thereof and any note issued in extension or renewal thereof or in substitution or replacement therefor;

(vi) reference to any Section means such Section of this Second Supplemental Indenture; and

(vii) the word "including" (and with correlative meaning "include") means including without limiting the generality of any description preceding such term.

(b) No provision in this Second Supplemental Indenture shall be interpreted or construed against any Person because that Person or its legal representative drafted such provision.

Section 3. Assumption of Obligations.

(a) Pursuant to, and in compliance and accordance with, Section 11.1 of the Indenture, the Second Successor Company hereby expressly and unconditionally assumes the due and punctual payment of the principal of (and premium, if any) and interest on, all of the Debentures in accordance with their terms, according to their tenor, and the due and punctual performance and observance of each and every covenant and condition of the Initial Company under the Indenture, all as if the Second Successor Company were the Initial Company thereunder.

(b) Pursuant to, and in compliance and accordance with, Section 11.2 of the Indenture, the Second Successor Company succeeds to, is substituted for, and may exercise every right and power of, the Initial Company under the Indenture with the same effect as if the Second Successor Company had originally been named in the Indenture as the Initial Company.

(c) The Second Successor Company also succeeds to, is substituted for, and may exercise every right and power of, the Initial Company under the Amended and Restated Declaration of Trust of the Trust, dated as of September 17, 2003 (the "Trust Agreement"), as Depositor (as defined in the Trust Agreement), with the same effect as if the Second Successor Company had originally been named in the Trust Agreement as the Initial Company.

(d) The Second Successor Company also succeeds to, and is substituted for, and may exercise every right and power of, the Initial Company under the Guarantee Agreement, dated as of September 17, 2003 (the "Guarantee Agreement"), as Guarantor (as defined in the Guarantee Agreement), with the same effect as if the Second Successor Company had originally been named in the Guarantee Agreement as the Initial Company.

Section 4. Representations and Warranties. The Second Successor Company represents and warrants that (a) it has all necessary power and authority to execute and deliver this Second Supplemental Indenture and to perform the covenants and obligations of the Indenture, (b) it is the successor of the First Successor Company pursuant to a valid merger effected in accordance with applicable law, (c) it is a state banking corporation organized and existing under the laws of the State of Arkansas, (d) both immediately before and after giving effect to this Second Supplemental Indenture, no Event of Default, and no event which, after notice or lapse of time or both, would become an Event of Default, shall have occurred and is continuing and (e) this Second Supplemental Indenture is executed and delivered pursuant to Section 9.01 of the Indenture and does not require the consent of the Securityholders.

Section 5. Conditions of Effectiveness. This Second Supplemental Indenture shall become effective simultaneously with the effectiveness of the Merger, provided, however, that:

(a) the Trustee shall have executed a counterpart of this Second Supplemental Indenture and shall have received a counterpart of this Second Supplemental Indenture executed by the First Successor Company and the Second Successor Company.

(b) the Trustee shall have received an Officers' Certificate substantially in the form attached hereto as Exhibit A.

(c) the Trustee shall have received an Opinion of Counsel substantially in the form attached hereto as Exhibit B.

(d) The Second Successor Company and the First Successor Company shall have duly executed and filed with the Secretary of State of the State of Arkansas and the Arkansas Bank Commissioner Articles of Merger in connection with the Merger.

Section 6. Reference to the Indenture.

(a) Upon the effectiveness of this Second Supplemental Indenture, each reference in the Indenture to "this Indenture," "hereunder," "herein" or words of like import shall mean and be a reference to the Indenture, as affected, amended and supplemented hereby.

(b) Upon the effectiveness of this Second Supplemental Indenture, each reference in the Debentures to the Indenture including each term defined by reference to the Indenture shall mean and be a reference to the Indenture or such term, as the case may be, as affected, amended and supplemented hereby.

(c) The Indenture, as amended and supplemented hereby, shall remain in full force and effect and is hereby ratified and confirmed.

Section 7. Addresses for Notices. All notices or other communications to be addressed to the Second Successor Company as contemplated by Section 14.4 of the Indenture shall be addressed to the Second Successor Company as follows:

Bank of the Ozarks
17901 Chenal Parkway
Little Rock, Arkansas 72223
Attention: Greg McKinney, Chief Financial Officer
Telephone: (501) 978-2378
Email: gmckinney@bankozarks.com

Section 8. Execution in Counterparts. This Second Supplemental Indenture may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed to be an original and all of which when taken together shall constitute but one and the same instrument.

Section 9. Governing Law; Binding Effect. This Second Supplemental Indenture shall be governed by and construed in accordance with the laws of the State of New York and shall be binding upon the parties hereto and their respective successors and assigns.

Section 10. The Trustee. The Trustee shall not be responsible in any manner whatsoever for or in respect of the validity or sufficiency of this Second Supplemental Indenture or the due execution thereof by the Company or the Successor Company. The recitals of fact contained herein shall be taken as the statements solely of the Company or the Successor Company, and the Trustee assumes no responsibility for the correctness thereof.

[Signatures on following page]

IN WITNESS WHEREOF, the parties hereto have caused this Second Supplemental Indenture to be duly executed and effective as of the day and year first written above, by their respective officers thereunto duly authorized.

U. S. BANK NATIONAL ASSOCIATION

By: /s/ Steven Gomes
Name: Steven Gomes
Title: Vice President

BANK OF THE OZARKS

By: /s/ Greg McKinney
Name: Greg McKinney
Title: Chief Financial Officer

BANK OF THE OZARKS, INC.

By: /s/ Greg McKinney
Name: Greg McKinney
Title: Chief Financial Officer

Exhibit 4.5

SECOND SUPPLEMENTAL INDENTURE
(Intervest Statutory Trust III)

THIS SECOND SUPPLEMENTAL INDENTURE dated as of June 26, 2017 is by and between U. S. Bank National Association, a national banking association (herein, together with its successors-in-interest, the "Trustee"), Bank of the Ozarks, Inc., an Arkansas business corporation (the "First Successor Company") and Bank of the Ozarks, an Arkansas state banking corporation (the "Second Successor Company").

NOW, THEREFORE, in consideration of the premises and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the parties hereto, the Trustee, the First Successor Company and the Second Successor Company hereby agree as follows:

PRELIMINARY STATEMENTS

The First Successor Company is the surviving entity of the merger of Intervest Bancshares Corporation, a Delaware corporation (the "Initial Company," and the "Company" under that certain Indenture dated as of March 17, 2004 (the "Indenture"), pursuant to which the Initial Company issued U.S. $15,000,000 of its Fixed/Floating Rate Junior Subordinated Deferrable Interest Debentures due 2034 (the "Debentures")), with and into the First Successor Company.

The Trustee, the Initial Company and the First Successor Company, as successor-in-interest to the Initial Company, were parties to that certain First Supplemental Indenture dated as of February 10, 2015 (the "First Supplemental Indenture"). As permitted by the terms of the Indenture and the First Supplemental Indenture, the First Successor Company, simultaneously with the effectiveness of this Second Supplemental Indenture, shall merge (referred to herein and for purposes of Article IX of the Indenture as the "Merger") with and into the Second Successor Company, with the Second Successor Company as the surviving entity. The parties hereto are entering into this Second Supplemental Indenture pursuant to, and in accordance with, Section 9.1(a) of the Indenture.

Section 1. Definitions. All capitalized terms used herein which are defined in the Indenture, either directly or by reference therein, shall have the respective meanings assigned them in the Indenture except as otherwise provided herein or unless the context otherwise requires.

Section 2. Interpretation.

(a) In this Second Supplemental Indenture, unless a clear contrary intention appears:

(i) the singular number includes the plural number and vice versa;

(ii) reference to any gender includes the other gender;

(iii) the words "herein," "hereof" and "hereunder" and other words of similar import refer to this Second Supplemental Indenture as a whole and not to any particular Section or other subdivision;

(iv) reference to any person includes such Person's successors and assigns but, if applicable, only if such successors and assigns are permitted by this by this Second Supplemental Indenture, the First Supplemental Indenture or the Indenture, and reference to a Person in a particular capacity excludes such Person in any other capacity or individually provided that nothing in this clause (iv) is intended to authorize any assignment not otherwise permitted by this Second Supplemental Indenture, the First Supplemental Indenture or the Indenture;

(v) reference to any agreement, document or instrument means such agreement, document or instrument as amended, supplemented or modified and in effect from time to time in accordance with the terms thereof and, if applicable, the terms hereof, as well as any substitution or replacement therefor and reference to any note includes modifications thereof and any note issued in extension or renewal thereof or in substitution or replacement therefor;

(vi) reference to any Section means such Section of this Second Supplemental Indenture; and

(vii) the word "including" (and with correlative meaning "include") means including without limiting the generality of any description preceding such term.

(b) No provision in this Second Supplemental Indenture shall be interpreted or construed against any Person because that Person or its legal representative drafted such provision.

Section 3. Assumption of Obligations.

(a) Pursuant to, and in compliance and accordance with, Section 11.1 of the Indenture, the Second Successor Company hereby expressly and unconditionally assumes the due and punctual payment of the principal of (and premium, if any) and interest on, all of the Debentures in accordance with their terms, and the due and punctual performance and observance of each and every covenant and condition of the Initial Company under the Indenture, all as if the Second Successor Company were the Initial Company thereunder.

(b) Pursuant to, and in compliance and accordance with, Section 11.2 of the Indenture, the Second Successor Company succeeds to, is substituted for, and may exercise every right and power of, the Initial Company under the Indenture with the same effect as if the Second Successor Company had originally been named in the Indenture as the Initial Company.

(c) The Second Successor Company also succeeds to, is substituted for, and may exercise every right and power of, the Initial Company under the Amended and Restated Declaration of Trust of the Trust, dated as of March 17, 2004 (the "Trust Agreement"), as Depositor (as defined in the Trust Agreement), with the same effect as if the Second Successor Company had originally been named in the Trust Agreement.

(d) The Second Successor Company also succeeds to, and is substituted for, and may exercise every right and power of, the Initial Company under the Guarantee Agreement, dated as of March 17, 2004 (the "Guarantee Agreement"), as Guarantor (as defined in the Guarantee Agreement), with the same effect as if the Second Successor Company had originally been named in the Guarantee Agreement.

Section 4. Representations and Warranties. The Second Successor Company represents and warrants that (a) it has all necessary power and authority to execute and deliver this Second Supplemental Indenture and to perform the covenants and obligations of the Indenture, (b) it is the successor of the First Successor Company pursuant to a valid merger effected in accordance with applicable law, (c) it is a state banking corporation organized and existing under the laws of the State of Arkansas, (d) both immediately before and after giving effect to this Second Supplemental Indenture, no Event of Default, and no event which, after notice or lapse of time or both, would become an Event of Default, shall have occurred and is continuing and (e) this Second Supplemental Indenture is executed and delivered pursuant to Section 9.1 of the Indenture and does not require the consent of the Securityholders.

Section 5. Conditions of Effectiveness. This Second Supplemental Indenture shall become effective simultaneously with the effectiveness of the Merger, provided, however, that:

(a) the Trustee shall have executed a counterpart of this Second Supplemental Indenture and shall have received a counterpart of this Second Supplemental Indenture executed by the First Successor Company and the Second Successor Company.

(b) the Trustee shall have received an Officers' Certificate substantially in the form attached hereto as Exhibit A.

(c) the Trustee shall have received an Opinion of Counsel substantially in the form attached hereto as Exhibit B.

(d) The Second Successor Company and the First Successor Company shall have duly executed and filed with the Secretary of State of the State of Arkansas and the Arkansas Bank Commissioner Articles of Merger in connection with the Merger.

Section 6. Reference to the Indenture.

(a) Upon the effectiveness of this Second Supplemental Indenture, each reference in the Indenture to "this Indenture," "hereunder," "herein" or words of like import shall mean and be a reference to the Indenture, as affected, amended and supplemented hereby.

(b) Upon the effectiveness of this Second Supplemental Indenture, each reference in the Debentures to the Indenture including each term defined by reference to the Indenture shall mean and be a reference to the Indenture or such term, as the case may be, as affected, amended and supplemented hereby.

(c) The Indenture, as amended and supplemented hereby, shall remain in full force and effect and is hereby ratified and confirmed.

Section 7. Addresses for Notices. All notices or other communications to be addressed to the Second Successor Company as contemplated by Section 14.4 of the Indenture shall be addressed to the Second Successor Company as follows:

Bank of the Ozarks
17901 Chenal Parkway
Little Rock, Arkansas 72223
Attention: Greg McKinney, Chief Financial Officer
Telephone: (501) 978-2378
Email: gmckinney@bankozarks.com

Section 8. Execution in Counterparts. This Second Supplemental Indenture may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed to be an original and all of which when taken together shall constitute but one and the same instrument.

Section 9. Governing Law; Binding Effect. This Second Supplemental Indenture shall be governed by and construed in accordance with the laws of the State of New York and shall be binding upon the parties hereto and their respective successors and assigns.

Section 10. The Trustee. The Trustee shall not be responsible in any manner whatsoever for or in respect of the validity or sufficiency of this Second Supplemental Indenture or the due execution thereof by the Company or the Successor Company. The recitals of fact contained herein shall be taken as the statements solely of the Company or the Successor Company, and the Trustee assumes no responsibility for the correctness thereof.

[Signatures on following page]

IN WITNESS WHEREOF, the parties hereto have caused this Second Supplemental Indenture to be duly executed and effective as of the day and year first written above, by their respective officers thereunto duly authorized.

U. S. BANK NATIONAL ASSOCIATION

By: /s/ Steven Gomes
Name: Steven Gomes
Title: Vice President

BANK OF THE OZARKS

By: /s/ Greg McKinney
Name: Greg McKinney
Title: Chief Financial Officer

BANK OF THE OZARKS, INC.

By: /s/ Greg McKinney
Name: Greg McKinney
Title: Chief Financial Officer

Exhibit 4.6

SECOND SUPPLEMENTAL INDENTURE
(Intervest Statutory Trust IV)

THIS SECOND SUPPLEMENTAL INDENTURE dated as of June 26, 2017 is by and among Wilmington Trust Company, a Delaware trust company (herein, together with its successors-in-interest, the "Trustee"), Bank of the Ozarks, Inc., an Arkansas corporation (the "First Successor Company") and Bank of the Ozarks, an Arkansas state banking corporation (the "Second Successor Company").

NOW, THEREFORE, in consideration of the premises and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the parties hereto, the Trustee, the First Successor Company and the Second Successor Company hereby agree as follows:

PRELIMINARY STATEMENTS

The First Successor Company is the surviving entity of the merger of Intervest Bancshares Corporation, a Delaware corporation (the "Initial Company," and the "Company" under that certain Indenture dated as of September 20, 2004 (the "Original Indenture"), pursuant to which the Initial Company issued U.S. $15,464,000 of its Fixed/Floating Rate Junior Subordinated Deferrable Interest Debentures due 2034 (the "Debentures")), with and into the First Successor Company.

The Trustee, the Initial Company and the First Successor Company, as successor-in-interest to the Initial Company, were parties to that certain First Supplemental Indenture dated as of February 10, 2015 (the "First Supplemental Indenture" and together with the Original Indenture, the "Indenture"). As permitted by the terms of the Indenture, the First Successor Company, simultaneously with the effectiveness of this Second Supplemental Indenture, shall merge (referred to herein and for purposes of Article XI of the Indenture as the "Merger") with and into the Second Successor Company, with the Second Successor Company as the surviving entity. The parties hereto are entering into this Second Supplemental Indenture pursuant to, and in accordance with, Section 9.1(a) of the Indenture.

Section 1. Definitions. All capitalized terms used herein which are defined in the Indenture, either directly or by reference therein, shall have the respective meanings assigned them in the Indenture except as otherwise provided herein or unless the context otherwise requires.

Section 2. Interpretation.

(a) In this Second Supplemental Indenture, unless a clear contrary intention appears:

(i) the singular number includes the plural number and vice versa;

(ii) reference to any gender includes the other gender;

(iii) the words "herein," "hereof" and "hereunder" and other words of similar import refer to this Second Supplemental Indenture as a whole and not to any particular Section or other subdivision;

(iv) reference to any person includes such Person's successors and assigns but, if applicable, only if such successors and assigns are permitted by this by this Second Supplemental Indenture, and reference to a Person in a particular capacity excludes such Person in any other capacity or individually provided that nothing in this clause (iv) is intended to authorize any assignment not otherwise permitted by this Second Supplemental Indenture or the Indenture;

(v) reference to any agreement, document or instrument means such agreement, document or instrument as amended, supplemented or modified and in effect from time to time in accordance with the terms thereof and, if applicable, the terms hereof, as well as any substitution or replacement therefor and reference to any note includes modifications thereof and any note issued in extension or renewal thereof or in substitution or replacement therefor;

(vi) reference to any Section means such Section of this Second Supplemental Indenture; and

(vii) the word "including" (and with correlative meaning "include") means including without limiting the generality of any description preceding such term.

(b) No provision in this Second Supplemental Indenture shall be interpreted or construed against any Person because that Person or its legal representative drafted such provision.

Section 3. Assumption of Obligations.

(a) Pursuant to, and in compliance and accordance with, Section 11.1 and Section 11.2 of the Indenture, the Second Successor Company hereby expressly and unconditionally assumes the due and punctual payment of the principal of (and premium, if any) and interest on all of the Debentures in accordance with their terms, according to their tenor, and the due and punctual performance and observance of all the covenants and conditions of the Indenture to be kept or performed by the Company under the Indenture.

(b) Pursuant to, and in compliance and accordance with, Section 11.2 of the Indenture, the Second Successor Company succeeds to, is substituted for, and may exercise every right and power of, the Company under the Indenture with the same effect as if the Second Successor Company had originally been named in the Indenture as the Company.

(c) The Second Successor Company also succeeds to, is substituted for, and may exercise every right and power of, the Company under the Amended and Restated Declaration of Trust of the Trust, dated as of September 20, 2004 (the "Trust Agreement"), as

Sponsor (as defined in the Trust Agreement), with the same effect as if the Second Successor Company had originally been named in the Trust Agreement as the Initial Company.

(d) The Second Successor Company also succeeds to, and is substituted for, and may exercise every right and power of, the Company under the Guarantee Agreement, dated as of September 20, 2004 (the "Guarantee Agreement"), as Guarantor (as defined in the Guarantee Agreement), with the same effect as if the Second Successor Company had originally been named in the Guarantee Agreement as the Company.

Section 4. Representations and Warranties. The Second Successor Company represents and warrants that (a) it has all necessary power and authority to execute and deliver this Second Supplemental Indenture and to perform the covenants and obligations of the Indenture, (b) it is the successor of the First Successor Company pursuant to a valid merger effected in accordance with applicable law, (c) it is a state banking corporation organized and existing under the laws of the State of Arkansas, (d) both immediately before and after giving effect to this Second Supplemental Indenture, no Event of Default, and no event which, after notice or lapse of time or both, would become an Event of Default, shall have occurred and is continuing and (e) this Second Supplemental Indenture is executed and delivered pursuant to Section 9.1(a) and Article XI of the Indenture and does not require the consent of the Securityholders.

Section 5. Conditions of Effectiveness. This Second Supplemental Indenture shall become effective simultaneously with the effectiveness of the Merger, provided, however, that:

(a) the Trustee shall have executed a counterpart of this Second Supplemental Indenture and shall have received a counterpart of this Second Supplemental Indenture executed by the First Successor Company and the Second Successor Company.

(b) the Trustee shall have received an Officers' Certificate substantially in the form attached hereto as Exhibit A stating that (i) this Second Supplemental Indenture complies with the requirements of Article IX of the Indenture; and (ii) in the opinion of the signers, all conditions precedent, if any, provided for in the Indenture relating to the Merger and this Second Supplemental Indenture have been complied with.

(c) the Trustee shall have received an Opinion of Counsel substantially in the form attached hereto as Exhibit B to the effect that (i) all conditions precedent provided for in the Indenture relating to the Merger and this Second Supplemental Indenture have been complied with; (ii) this Second Supplemental Indenture complies with the requirements of Article IX of the Indenture and is authorized or permitted by, and conforms to, the terms of Article IX of the Indenture; (iii) it is proper for the Trustee, under the provisions of Article IX of the Indenture, to join in the execution of this Second Supplemental Indenture; and (iv) the Merger and the assumption by the Successor Company under this Second Supplemental Indenture comply with the provisions of Article XI of the Indenture; and

(d) The Second Successor Company and the First Successor Company shall have duly executed and filed with the Secretary of State of the State of Arkansas and the Arkansas Bank Commissioner Articles of Merger in connection with the Merger.

Section 6. Reference to the Indenture.

(a) Upon the effectiveness of this Second Supplemental Indenture, each reference in the Indenture to "this Indenture," "hereunder," "herein" or words of like import shall mean and be a reference to the Indenture, as affected, amended and supplemented hereby.

(b) Upon the effectiveness of this Second Supplemental Indenture, each reference in the Debentures to the Indenture including each term defined by reference to the Indenture shall mean and be a reference to the Indenture or such term, as the case may be, as affected, amended and supplemented hereby.

(c) The Indenture, as amended and supplemented hereby, shall remain in full force and effect and is hereby ratified and confirmed.

Section 7. Addresses for Notices. All notices or other communications to be addressed to the Second Successor Company as contemplated by Section 14.4 of the Indenture shall be addressed to the Second Successor Company as follows:

Bank of the Ozarks
17901 Chenal Parkway
Little Rock, Arkansas 72223
Attention: Greg McKinney, Chief Financial Officer
Telephone: (501) 978-2378
Email: gmckinney@bankozarks.com

Section 8. Execution in Counterparts. This Second Supplemental Indenture may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed to be an original and all of which when taken together shall constitute but one and the same instrument.

Section 9. Governing Law; Binding Effect. This Second Supplemental Indenture shall be governed by and construed in accordance with the laws of the State of New York and shall be binding upon the parties hereto and their respective successors and assigns.

Section 10. The Trustee. The Trustee shall not be responsible in any manner whatsoever for or in respect of the validity or sufficiency of this Second Supplemental Indenture or the due execution thereof by the Company or the Successor Company. The recitals of fact contained herein shall be taken as the statements solely of the Company or the Successor Company, and the Trustee assumes no responsibility for the correctness thereof.

IN WITNESS WHEREOF, the parties hereto have caused this Second Supplemental Indenture to be duly executed and effective as of the day and year first written above, by their respective officers thereunto duly authorized.

WILMINGTON TRUST COMPANY, not in its individual capacity, but solely as Trustee

By: /s/ Michael Wass
Name: Michael Wass
Title: Vice President

BANK OF THE OZARKS

By: /s/ Greg McKinney
Name: Greg McKinney
Title: Chief Financial Officer

BANK OF THE OZARKS, INC.

By: /s/ Greg McKinney
Name: Greg McKinney
Title: Chief Financial Officer

Exhibit 4.7

SECOND SUPPLEMENTAL INDENTURE
(Intervest Statutory Trust V)

THIS SECOND SUPPLEMENTAL INDENTURE dated as of June 26, 2017 is by and among Wilmington Trust Company, a Delaware trust company (herein, together with its successors-in-interest, the "Trustee"), Bank of the Ozarks, Inc., an Arkansas corporation (the "First Successor Company") and Bank of the Ozarks, an Arkansas state banking corporation (the "Second Successor Company").

NOW, THEREFORE, in consideration of the premises and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the parties hereto, the Trustee, the First Successor Company and the Second Successor Company hereby agree as follows:

PRELIMINARY STATEMENTS

The First Successor Company is the surviving entity of the merger of Intervest Bancshares Corporation, a Delaware corporation (the "Initial Company," and the "Company" under that certain Indenture dated as of September 21, 2006 (the "Original Indenture"), pursuant to which the Initial Company issued U.S. $10,310,000 of its Fixed/Floating Rate Junior Subordinated Deferrable Interest Debentures due 2036 (the "Debentures")), with and into the First Successor Company.

The Trustee, the Initial Company and the First Successor Company, as successor-in-interest to the Initial Company, were parties to that certain First Supplemental Indenture dated as of February 10, 2015 (the "First Supplemental Indenture" and together with the Original Indenture, the "Indenture"). As permitted by the terms of the Indenture, the First Successor Company, simultaneously with the effectiveness of this Second Supplemental Indenture, shall merge (referred to herein and for purposes of Article XI of the Indenture as the "Merger") with and into the Second Successor Company, with the Second Successor Company as the surviving entity. The parties hereto are entering into this Second Supplemental Indenture pursuant to, and in accordance with, Section 9.1(a) of the Indenture.

Section 1. Definitions. All capitalized terms used herein which are defined in the Indenture, either directly or by reference therein, shall have the respective meanings assigned them in the Indenture except as otherwise provided herein or unless the context otherwise requires.

Section 2. Interpretation.

(a) In this Second Supplemental Indenture, unless a clear contrary intention appears:

(i) the singular number includes the plural number and vice versa;

(ii) reference to any gender includes the other gender;

(iii) the words "herein," "hereof" and "hereunder" and other words of similar import refer to this Second Supplemental Indenture as a whole and not to any particular Section or other subdivision;

(iv) reference to any person includes such Person's successors and assigns but, if applicable, only if such successors and assigns are permitted by this by this Second Supplemental Indenture, and reference to a Person in a particular capacity excludes such Person in any other capacity or individually provided that nothing in this clause (iv) is intended to authorize any assignment not otherwise permitted by this Second Supplemental Indenture or the Indenture;

(v) reference to any agreement, document or instrument means such agreement, document or instrument as amended, supplemented or modified and in effect from time to time in accordance with the terms thereof and, if applicable, the terms hereof, as well as any substitution or replacement therefor and reference to any note includes modifications thereof and any note issued in extension or renewal thereof or in substitution or replacement therefor;

(vi) reference to any Section means such Section of this Second Supplemental Indenture; and

(vii) the word "including" (and with correlative meaning "include") means including without limiting the generality of any description preceding such term.

(b) No provision in this Second Supplemental Indenture shall be interpreted or construed against any Person because that Person or its legal representative drafted such provision.

Section 3. Assumption of Obligations.

(a) Pursuant to, and in compliance and accordance with, Section 11.1 and Section 11.2 of the Indenture, the Second Successor Company hereby expressly and unconditionally assumes the due and punctual payment of the principal of (and premium, if any) and interest on all of the Debentures in accordance with their terms, according to their tenor, and the due and punctual performance and observance of all the covenants and conditions of the Indenture to be kept or performed by the Company under the Indenture.

(b) Pursuant to, and in compliance and accordance with, Section 11.2 of the Indenture, the Second Successor Company succeeds to, is substituted for, and may exercise every right and power of, the Company under the Indenture with the same effect as if the Second Successor Company had originally been named in the Indenture as the Company.

(c) The Second Successor Company also succeeds to, is substituted for, and may exercise every right and power of, the Company under the Amended and Restated Declaration of Trust of the Trust, dated as of September 21, 2006 (the "Trust Agreement"), as

Sponsor (as defined in the Trust Agreement), with the same effect as if the Second Successor Company had originally been named in the Trust Agreement as the Initial Company.

(d) The Second Successor Company also succeeds to, and is substituted for, and may exercise every right and power of, the Company under the Guarantee Agreement, dated as of September 21, 2006 (the "Guarantee Agreement"), as Guarantor (as defined in the Guarantee Agreement), with the same effect as if the Second Successor Company had originally been named in the Guarantee Agreement as the Company.

Section 4. Representations and Warranties. The Second Successor Company represents and warrants that (a) it has all necessary power and authority to execute and deliver this Second Supplemental Indenture and to perform the covenants and obligations of the Indenture, (b) it is the successor of the First Successor Company pursuant to a valid merger effected in accordance with applicable law, (c) it is a state banking corporation organized and existing under the laws of the State of Arkansas, (d) both immediately before and after giving effect to this Second Supplemental Indenture, no Event of Default, and no event which, after notice or lapse of time or both, would become an Event of Default, shall have occurred and is continuing and (e) this Second Supplemental Indenture is executed and delivered pursuant to Section 9.1(a) and Article XI of the Indenture and does not require the consent of the Securityholders.

Section 5. Conditions of Effectiveness. This Second Supplemental Indenture shall become effective simultaneously with the effectiveness of the Merger, provided, however, that:

(a) the Trustee shall have executed a counterpart of this Second Supplemental Indenture and shall have received a counterpart of this Second Supplemental Indenture executed by the First Successor Company and the Second Successor Company.

(b) the Trustee shall have received an Officers' Certificate substantially in the form attached hereto as Exhibit A stating that (i) this Second Supplemental Indenture complies with the requirements of Article IX of the Indenture; and (ii) in the opinion of the signers, all conditions precedent, if any, provided for in the Indenture relating to the Merger and this Second Supplemental Indenture have been complied with.

(c) the Trustee shall have received an Opinion of Counsel substantially in the form attached hereto as Exhibit B to the effect that (i) all conditions precedent provided for in the Indenture relating to the Merger and this Second Supplemental Indenture have been complied with; (ii) this Second Supplemental Indenture complies with the requirements of Article IX of the Indenture and is authorized or permitted by, and conforms to, the terms of Article IX of the Indenture; (iii) it is proper for the Trustee, under the provisions of Article IX of the Indenture, to join in the execution of this Second Supplemental Indenture; and (iv) the Merger and the assumption by the Successor Company under this Second Supplemental Indenture comply with the provisions of Article XI of the Indenture; and

(d) The Second Successor Company and the First Successor Company shall have duly executed and filed with the Secretary of State of the State of Arkansas and the Arkansas Bank Commissioner Articles of Merger in connection with the Merger.

Section 6. Reference to the Indenture.

(a) Upon the effectiveness of this Second Supplemental Indenture, each reference in the Indenture to "this Indenture," "hereunder," "herein" or words of like import shall mean and be a reference to the Indenture, as affected, amended and supplemented hereby.

(b) Upon the effectiveness of this Second Supplemental Indenture, each reference in the Debentures to the Indenture including each term defined by reference to the Indenture shall mean and be a reference to the Indenture or such term, as the case may be, as affected, amended and supplemented hereby.

(c) The Indenture, as amended and supplemented hereby, shall remain in full force and effect and is hereby ratified and confirmed.

Section 7. Addresses for Notices. All notices or other communications to be addressed to the Second Successor Company as contemplated by Section 14.4 of the Indenture shall be addressed to the Second Successor Company as follows:

Bank of the Ozarks
17901 Chenal Parkway
Little Rock, Arkansas 72223
Attention: Greg McKinney, Chief Financial Officer
Telephone: (501) 978-2378
Email: gmckinney@bankozarks.com

Section 8. Execution in Counterparts. This Second Supplemental Indenture may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed to be an original and all of which when taken together shall constitute but one and the same instrument.

Section 9. Governing Law; Binding Effect. This Second Supplemental Indenture shall be governed by and construed in accordance with the laws of the State of New York and shall be binding upon the parties hereto and their respective successors and assigns.

Section 10. The Trustee. The Trustee shall not be responsible in any manner whatsoever for or in respect of the validity or sufficiency of this Second Supplemental Indenture or the due execution thereof by the Company or the Successor Company. The recitals of fact contained herein shall be taken as the statements solely of the Company or the Successor Company, and the Trustee assumes no responsibility for the correctness thereof.

IN WITNESS WHEREOF, the parties hereto have caused this Second Supplemental Indenture to be duly executed and effective as of the day and year first written above, by their respective officers thereunto duly authorized.

WILMINGTON TRUST COMPANY, not in its individual capacity, but solely as Trustee

By: /s/ Michael Wass
Name: Michael Wass
Title: Vice President

BANK OF THE OZARKS

By: /s/ Greg McKinney
Name: Greg McKinney
Title: Chief Financial Officer

BANK OF THE OZARKS, INC.

By: /s/ Greg McKinney
Name: Greg McKinney
Title: Chief Financial Officer

Exhibit 4.8

FIRST SUPPLEMENTAL INDENTURE
(Ozark Capital Statutory Trust II)

THIS FIRST SUPPLEMENTAL INDENTURE dated as of June 26, 2017 is by and among U. S. Bank National Association, a national banking association (herein, together with its successors-in-interest, the "Trustee"), Bank of the Ozarks, an Arkansas state banking corporation (the "Successor Company") and Bank of the Ozarks, Inc., an Arkansas business corporation (the "Company"), and the "Company" under the Indenture (hereinafter defined).

NOW, THEREFORE, in consideration of the premises and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the parties hereto, the Trustee, the Company, and the Successor Company hereby agree as follows:

PRELIMINARY STATEMENTS

The Successor Company is the surviving entity of the merger of Bank of the Ozarks, Inc. (the "Company" under that certain Indenture dated as of September 29, 2003 (the "Indenture"), pursuant to which the Company issued U.S. $14,433,000 of its Floating Rate Junior Subordinated Deferrable Interest Debentures due 2033 (the "Debentures")), with and into the Successor Company.

As permitted by the terms of the Indenture, the Company, simultaneously with the effectiveness of this First Supplemental Indenture, shall merge (referred to herein and for purposes of Article IX of the Indenture as the "Merger") with and into the Successor Company, with the Successor Company as the surviving entity. The parties hereto are entering into this First Supplemental Indenture pursuant to, and in accordance with, Section 9.1(a) of the Indenture.

Section 1. Definitions. All capitalized terms used herein which are defined in the Indenture, either directly or by reference therein, shall have the respective meanings assigned them in the Indenture except as otherwise provided herein or unless the context otherwise requires.

Section 2. Interpretation.

(a) In this First Supplemental Indenture, unless a clear contrary intention appears:

(i) the singular number includes the plural number and vice versa;

(ii) reference to any gender includes the other gender;

(iii) the words "herein," "hereof" and "hereunder" and other words of similar import refer to this First Supplemental Indenture as a whole and not to any particular Section or other subdivision;

(iv) reference to any person includes such Person's successors and assigns but, if applicable, only if such successors and assigns are

permitted by this by this First Supplemental Indenture or the Indenture, and reference to a Person in a particular capacity excludes such Person in any other capacity or individually provided that nothing in this clause (iv) is intended to authorize any assignment not otherwise permitted by this First Supplemental Indenture or the Indenture;

(v) reference to any agreement, document or instrument means such agreement, document or instrument as amended, supplemented or modified and in effect from time to time in accordance with the terms thereof and, if applicable, the terms hereof, as well as any substitution or replacement therefor and reference to any note includes modifications thereof and any note issued in extension or renewal thereof or in substitution or replacement therefor;

(vi) reference to any Section means such Section of this First Supplemental Indenture; and

(vii) the word "including" (and with correlative meaning "include") means including without limiting the generality of any description preceding such term.

(b) No provision in this First Supplemental Indenture shall be interpreted or construed against any Person because that Person or its legal representative drafted such provision.

Section 3. Assumption of Obligations.

(a) Pursuant to, and in compliance and accordance with, Section 11.1 of the Indenture, the Successor Company hereby expressly and unconditionally assumes the due and punctual payment of the principal of (and premium, if any) and interest on all of the Debentures in accordance with their terms, according to their tenor, and the due and punctual performance and observance of all the covenants and conditions of the Indenture be kept and performed by the Company.

(b) Pursuant to, and in compliance and accordance with, Section 11.2 of the Indenture, the Successor Company shall succeed to and be substituted for the Company with the same effect as if the Successor Company had been named in the Indenture as the Company.

(c) The Successor Company shall also succeed to, be substituted for, and may exercise every right and power of, the Company under the Amended and Restated Declaration of Trust of the Trust, dated as of September 29, 2003 (the "Trust Agreement"), as Sponsor (as defined in the Trust Agreement), with the same effect as if the Successor Company had originally been named in the Trust Agreement as the Company.

(d) The Successor Company shall also succeed to, and be substituted for, and may exercise every right and power of, the Company under the Guarantee Agreement, dated as of September 29, 2003 (the "Guarantee Agreement"), as Guarantor (as defined in the Guarantee

Agreement), with the same effect as if the Successor Company had originally been named in the Guarantee Agreement as the Company.

Section 4. Representations and Warranties. The Successor Company represents and warrants that (a) it has all necessary power and authority to execute and deliver this First Supplemental Indenture and to perform the covenants and obligations of the Indenture, (b) it is the successor of the Company pursuant to a valid merger effected in accordance with applicable law, (c) it is a state banking corporation organized and existing under the laws of the State of Arkansas, (d) both immediately before and after giving effect to this First Supplemental Indenture, no Event of Default, and no event which, after notice or lapse of time or both, would become an Event of Default, shall have occurred and is continuing and (e) this First Supplemental Indenture is executed and delivered pursuant to Section 9.1 of the Indenture and does not require the consent of the holders of any of the outstanding Debentures.

Section 5. Conditions of Effectiveness. This First Supplemental Indenture shall become effective simultaneously with the effectiveness of the Merger, provided, however, that:

(a) the Trustee shall have executed a counterpart of this First Supplemental Indenture and shall have received a counterpart of this First Supplemental Indenture executed by the Successor Company.

(b) the Trustee shall have received an Officers' Certificate substantially in the form attached hereto as Exhibit A.

(c) the Trustee shall have received an Opinion of Counsel substantially in the form attached hereto as Exhibit B.

(d) The Successor Company shall have duly executed and filed with the Secretary of State of the State of Arkansas and the Bank Commissioner of the State of Arkansas Articles of Merger in connection with the Merger.

Section 6. Reference to the Indenture.

(a) Upon the effectiveness of this First Supplemental Indenture, each reference in the Indenture to "this Indenture," "hereunder," "herein" or words of like import shall mean and be a reference to the Indenture, as affected, amended and supplemented hereby.

(b) Upon the effectiveness of this First Supplemental Indenture, each reference in the Debentures to the Indenture including each term defined by reference to the Indenture shall mean and be a reference to the Indenture or such term, as the case may be, as affected, amended and supplemented hereby.

(c) The Indenture, as amended and supplemented hereby, shall remain in full force and effect and is hereby ratified and confirmed.

Section 7. Addresses for Notices. All notices or other communications to be addressed to the Successor Company as contemplated by Section 14.4 of the Indenture shall be addressed to the Successor Company as follows:

Bank of the Ozarks
17901 Chenal Parkway
Little Rock, Arkansas 72223
Attention: Greg McKinney, Chief Financial Officer
Telephone: (501) 978-2378

Section 8. Execution in Counterparts. This First Supplemental Indenture may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed to be an original and all of which when taken together shall constitute but one and the same instrument.

Section 9. Governing Law; Binding Effect. This First Supplemental Indenture shall be governed by and construed in accordance with the laws of the State of New York without regard to conflict of laws principles thereof, and shall be binding upon the parties hereto and their respective successors and assigns.

Section 10. The Trustee. The Trustee shall not be responsible in any manner whatsoever for or in respect of the validity or sufficiency of this First Supplemental Indenture or the due execution thereof by the Company or the Successor Company. The recitals of fact contained herein shall be taken as the statements solely of the Company or the Successor Company, and the Trustee assumes no responsibility for the correctness thereof.

[Signatures on following page]

IN WITNESS WHEREOF, the parties hereto have caused this First Supplemental Indenture to be duly executed and effective as of the day and year first written above, by their respective officers thereunto duly authorized.

U. S. BANK NATIONAL ASSOCIATION

By: /s/ Steven Gomes
Name: Steven Gomes
Title: Vice President

BANK OF THE OZARKS

By: /s/ Greg McKinney
Name: Greg McKinney
Title: Chief Financial Officer

BANK OF THE OZARKS, INC.

By: /s/ Greg McKinney
Name: Greg McKinney
Title: Chief Financial Officer

Exhibit 4.9

FIRST SUPPLEMENTAL INDENTURE
(Ozark Capital Statutory Trust III)

THIS FIRST SUPPLEMENTAL INDENTURE dated as of June 26, 2017 is by and among Wilmington Trust Company, a Delaware trust company (herein, together with its successors in interest, the "Trustee"), Bank of the Ozarks, an Arkansas state banking corporation (the "Successor Company") and Bank of the Ozarks, Inc., a bank holding company incorporated in Arkansas.

NOW, THEREFORE, in consideration of the premises and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the parties hereto, the Trustee, the Company, and the Successor Company hereby agree as follows:

PRELIMINARY STATEMENTS

The Successor Company is the surviving entity of the merger of Bank of the Ozarks, Inc. (the "Company" under that certain Indenture dated as of September 25, 2003 (the "Indenture"), pursuant to which the Company issued U.S. $14,433,000 of its Floating Rate Junior Subordinated Debt Securities due 2033 (the "Debt Securities")), with and into the Successor Company.

As permitted by the terms of the Indenture, the Company, simultaneously with the effectiveness of this First Supplemental Indenture, shall merge (referred to herein for purposes of Article XI of the Indenture as the "Merger") with and into the Successor Company, with the Successor Company as the surviving corporation. The parties hereto are entering into this First Supplemental Indenture pursuant to, and in accordance with, Articles IX and XI of the Indenture.

Section 1. Definitions. All capitalized terms used herein which are defined in the Indenture, either directly or by reference therein, shall have the respective meanings assigned them in the Indenture except as otherwise provided herein or unless the context otherwise requires.

Section 2. Interpretation.

(a) In this First Supplemental Indenture, unless a clear contrary intention appears:

(i) the singular number includes the plural number and vice versa;

(ii) reference to any gender includes the other gender;

(iii) the words "herein," "hereof" and "hereunder" and other words of similar import refer to this First Supplemental Indenture as a whole and not to any particular Section or other subdivision;

(iv) reference to any Person includes such Person's successors and assigns but, if applicable, only if such successors and assigns are permitted by this First Supplemental Indenture or the Indenture,

and reference to a Person in a particular capacity excludes such Person in any other capacity or individually provided that nothing in this clause (iv) is intended to authorize any assignment not otherwise permitted by this First Supplemental Indenture or the Indenture;

(v) reference to any agreement, document or instrument means such agreement, document or instrument as amended, supplemented or modified and in effect from time to time in accordance with the terms thereof and, if applicable, the terms hereof, as well as any substitution or replacement therefor and reference to any note includes modifications thereof and any note issued in extension or renewal thereof or in substitution or replacement therefor;

(vi) reference to any Section means such Section of this First Supplemental Indenture; and

(vii) the word "including" (and with correlative meaning "include") means including without limiting the generality of any description preceding such term.

(b) No provision in this First Supplemental Indenture shall be interpreted or construed against any Person because that Person or its legal representative drafted such provision.

Section 3. <u>Assumption of Obligations</u>.

(a) Pursuant to, and in compliance and accordance with, Section 11.01 and Section 11.02 of the Indenture, the Successor Company hereby expressly assumes the due and punctual payment of the principal of and premium, if any, and interest on all of the Debt Securities and the due and punctual performance and observance of all of the covenants and conditions of the Indenture to be performed or observed by the Company under the Indenture.

(b) Pursuant to, and in compliance and accordance with, Section 11.02 of the Indenture, the Successor Company succeeds to and is substituted for the Company under the Indenture, with the same effect as if the Successor Company had originally been named in the Indenture as the Company.

(c) The Successor Company also succeeds to, and is substituted for, the Company with the same effect as if the Successor Company had originally been named in (i) the Amended and Restated Declaration of Trust of the Trust, dated as of September 25, 2003 (the "Trust Agreement"), as Sponsor (as defined in the Trust Agreement), and (ii) the Guarantee Agreement, dated as of September 25, 2003 (the "Guarantee"), as Guarantor (as defined in the Guarantee).

Section 4. Representations and Warranties. The Successor Company represents and warrants that (a) it has all necessary power and authority to execute and deliver this First Supplemental Indenture and to perform the Indenture, (b) it is the successor of the Company pursuant to the Merger effected in accordance with applicable law, (c) it is a state banking corporation organized and existing under the laws of the State of Arkansas, (d) both immediately before and after giving effect to the Merger and this First Supplemental Indenture, no Default or Event of Default, and no event which, after notice or lapse of time or both, would become an Event of Default, has occurred and is continuing and (e) this First Supplemental Indenture is executed and delivered pursuant to Section 9.01(a) and Article XI of the Indenture and does not require the consent of the Securityholders.

Section 5. Conditions of Effectiveness. This First Supplemental Indenture shall become effective simultaneously with the effectiveness of the Merger, provided, however, that:

(a) the Trustee shall have executed a counterpart of this First Supplemental Indenture and shall have received one or more counterparts of this First Supplemental Indenture executed by the Company and the Successor Company.

(b) the Trustee shall have received an Officers' Certificate stating that (i) this First Supplemental Indenture complies with the requirements of Article IX of the Indenture; and (ii) in the opinion of the signers, all conditions precedent, if any, provided for in the Indenture relating to the Merger and this First Supplemental Indenture have been complied with;

(c) the Trustee shall have received an Opinion of Counsel to the effect that (i) all conditions precedent provided for in the Indenture relating to the Merger and this First Supplemental Indenture have been complied with; (ii) this First Supplemental Indenture is authorized or permitted by, and conforms to, the terms of Article IX of the Indenture; (iii) it is proper for the Trustee, under the provisions of Article IX of the Indenture, to join in the execution of this First Supplemental Indenture; and (iv) the Merger and the assumption by the Successor Company under this First Supplemental Indenture comply with the provisions of Article XI of the Indenture; and.

(d) The Successor Company and the Company shall have duly executed and filed with the Secretary of State of the State of Arkansas and the Bank Commissioner of the State of Arkansas Articles of Merger in connection with the Merger.

Section 6. Reference to the Indenture.

(a) Upon the effectiveness of this First Supplemental Indenture, each reference in the Indenture to "this Indenture," "hereunder," "herein" or words of like import shall mean and be a reference to the Indenture, as affected, amended and supplemented hereby.

(b) Upon the effectiveness of this First Supplemental Indenture, each reference in the Debt Securities to the Indenture including each term defined by reference to the Indenture shall mean and be a reference to the Indenture or such term, as the case may be, as affected, amended and supplemented hereby.

(c) The Indenture, as amended and supplemented hereby, shall remain in full force and effect and is hereby ratified and confirmed.

Section 7. Execution in Counterparts. This First Supplemental Indenture may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed to be an original and all of which when taken together shall constitute but one and the same instrument.

Section 8. Governing Law; Binding Effect. This First Supplemental Indenture shall be governed by and construed in accordance with the laws of the State of New York and shall be binding upon the parties hereto and their respective successors and assigns.

Section 9. The Trustee. The Trustee shall not be responsible in any manner whatsoever for or in respect of the validity or sufficiency of this First Supplemental Indenture or the due execution thereof by the Company or the Successor Company. The recitals of fact contained herein shall be taken as the statements solely of the Company or the Successor Company, and the Trustee assumes no responsibility for the correctness thereof.

[Signatures on following page]

IN WITNESS WHEREOF, the parties hereto have caused this First Supplemental Indenture to be duly executed as of the day and year first written above.

BANK OF THE OZARKS, INC.

By: /s Greg McKinney
Name: Greg McKinney
Title: Chief Financial Officer

BANK OF THE OZARKS

By: /s/ Greg McKinney
Name: Greg McKinney
Title: Chief Financial Officer

WILMINGTON TRUST COMPANY, not in its individual capacity, but solely as Trustee

By: /s/ Michael Wass
Name: Michael Wass
Title: Vice President

Exhibit 4.10

FIRST SUPPLEMENTAL INDENTURE
(Ozark Capital Statutory Trust IV)

THIS FIRST SUPPLEMENTAL INDENTURE dated as of June 26, 2017 is by and among Wilmington Trust Company, a Delaware trust company (herein, together with its successors in interest, the "Trustee"), Bank of the Ozarks, an Arkansas state banking corporation (the "Successor Company") and Bank of the Ozarks, Inc., a bank holding company incorporated in Arkansas.

NOW, THEREFORE, in consideration of the premises and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the parties hereto, the Trustee, the Company, and the Successor Company hereby agree as follows:

PRELIMINARY STATEMENTS

The Successor Company is the surviving entity of the merger of Bank of the Ozarks, Inc. (the "Company" under that certain Indenture dated as of September 28, 2004 (the "Indenture"), pursuant to which the Company issued U.S. $15,464,000 of its Floating Rate Junior Subordinated Debt Securities due 2034 (the "Debt Securities")), with and into the Successor Company.

As permitted by the terms of the Indenture, the Company, simultaneously with the effectiveness of this First Supplemental Indenture, shall merge (referred to herein for purposes of Article XI of the Indenture as the "Merger") with and into the Successor Company, with the Successor Company as the surviving corporation. The parties hereto are entering into this First Supplemental Indenture pursuant to, and in accordance with, Articles IX and XI of the Indenture.

Section 1. Definitions. All capitalized terms used herein which are defined in the Indenture, either directly or by reference therein, shall have the respective meanings assigned them in the Indenture except as otherwise provided herein or unless the context otherwise requires.

Section 2. Interpretation.

(a) In this First Supplemental Indenture, unless a clear contrary intention appears:

(i) the singular number includes the plural number and vice versa;

(ii) reference to any gender includes the other gender;

(iii) the words "herein," "hereof" and "hereunder" and other words of similar import refer to this First Supplemental Indenture as a whole and not to any particular Section or other subdivision;

(iv) reference to any Person includes such Person's successors and assigns but, if applicable, only if such successors and assigns are permitted by this First Supplemental Indenture or the Indenture,

and reference to a Person in a particular capacity excludes such Person in any other capacity or individually provided that nothing in this clause (iv) is intended to authorize any assignment not otherwise permitted by this First Supplemental Indenture or the Indenture;

(v) reference to any agreement, document or instrument means such agreement, document or instrument as amended, supplemented or modified and in effect from time to time in accordance with the terms thereof and, if applicable, the terms hereof, as well as any substitution or replacement therefor and reference to any note includes modifications thereof and any note issued in extension or renewal thereof or in substitution or replacement therefor;

(vi) reference to any Section means such Section of this First Supplemental Indenture; and

(vii) the word "including" (and with correlative meaning "include") means including without limiting the generality of any description preceding such term.

(b) No provision in this First Supplemental Indenture shall be interpreted or construed against any Person because that Person or its legal representative drafted such provision.

Section 3. Assumption of Obligations.

(a) Pursuant to, and in compliance and accordance with, Section 11.01 and Section 11.02 of the Indenture, the Successor Company hereby expressly assumes the due and punctual payment of the principal of and premium, if any, and interest on all of the Debt Securities and the due and punctual performance and observance of all of the covenants and conditions of the Indenture to be performed or observed by the Company under the Indenture.

(b) Pursuant to, and in compliance and accordance with, Section 11.02 of the Indenture, the Successor Company succeeds to and is substituted for the Company under the Indenture, with the same effect as if the Successor Company had originally been named in the Indenture as the Company.

(c) The Successor Company also succeeds to, and is substituted for, the Company with the same effect as if the Successor Company had originally been named in (i) the Amended and Restated Declaration of Trust of the Trust, dated as of September 28, 2004 (the "Trust Agreement"), as Sponsor (as defined in the Trust Agreement), and (ii) the Guarantee Agreement, dated as of September 28, 2004 (the "Guarantee"), as Guarantor (as defined in the Guarantee).

Section 4. Representations and Warranties. The Successor Company represents and warrants that (a) it has all necessary power and authority to execute and deliver this First Supplemental Indenture and to perform the Indenture, (b) it is the successor of the Company pursuant to the Merger effected in accordance with applicable law, (c) it is a state banking corporation organized and existing under the laws of the State of Arkansas, (d) both immediately before and after giving effect to the Merger and this First Supplemental Indenture, no Default or Event of Default, and no event which, after notice or lapse of time or both, would become an Event of Default, has occurred and is continuing and (e) this First Supplemental Indenture is executed and delivered pursuant to Section 9.01(a) and Article XI of the Indenture and does not require the consent of the Securityholders.

Section 5. Conditions of Effectiveness. This First Supplemental Indenture shall become effective simultaneously with the effectiveness of the Merger, provided, however, that:

(a) the Trustee shall have executed a counterpart of this First Supplemental Indenture and shall have received one or more counterparts of this First Supplemental Indenture executed by the Company and the Successor Company.

(b) the Trustee shall have received an Officers' Certificate stating that (i) this First Supplemental Indenture complies with the requirements of Article IX of the Indenture; and (ii) in the opinion of the signers, all conditions precedent, if any, provided for in the Indenture relating to the Merger and this First Supplemental Indenture have been complied with;

(c) the Trustee shall have received an Opinion of Counsel to the effect that (i) all conditions precedent provided for in the Indenture relating to the Merger and this First Supplemental Indenture have been complied with; (ii) this First Supplemental Indenture is authorized or permitted by, and conforms to, the terms of Article IX of the Indenture; (iii) it is proper for the Trustee, under the provisions of Article IX of the Indenture, to join in the execution of this First Supplemental Indenture; and (iv) the Merger and the assumption by the Successor Company under this First Supplemental Indenture comply with the provisions of Article XI of the Indenture; and.

(d) The Successor Company and the Company shall have duly executed and filed with the Secretary of State of the State of Arkansas and the Bank Commissioner of the State of Arkansas Articles of Merger in connection with the Merger.

Section 6. Reference to the Indenture.

(a) Upon the effectiveness of this First Supplemental Indenture, each reference in the Indenture to "this Indenture," "hereunder," "herein" or words of like import shall mean and be a reference to the Indenture, as affected, amended and supplemented hereby.

(b) Upon the effectiveness of this First Supplemental Indenture, each reference in the Debt Securities to the Indenture including each term defined by reference to the Indenture shall mean and be a reference to the Indenture or such term, as the case may be, as affected, amended and supplemented hereby.

(c) The Indenture, as amended and supplemented hereby, shall remain in full force and effect and is hereby ratified and confirmed.

Section 7. Execution in Counterparts. This First Supplemental Indenture may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed to be an original and all of which when taken together shall constitute but one and the same instrument.

Section 8. Governing Law; Binding Effect. This First Supplemental Indenture shall be governed by and construed in accordance with the laws of the State of New York and shall be binding upon the parties hereto and their respective successors and assigns.

Section 9. The Trustee. The Trustee shall not be responsible in any manner whatsoever for or in respect of the validity or sufficiency of this First Supplemental Indenture or the due execution thereof by the Company or the Successor Company. The recitals of fact contained herein shall be taken as the statements solely of the Company or the Successor Company, and the Trustee assumes no responsibility for the correctness thereof.

[Signatures on following page]

IN WITNESS WHEREOF, the parties hereto have caused this First Supplemental Indenture to be duly executed as of the day and year first written above.

BANK OF THE OZARKS, INC.

By: /s/ Greg McKinney
Name: Greg McKinney
Title: Chief Financial Officer

BANK OF THE OZARKS

By: /s/ Greg McKinney
Name: Greg McKinney
Title: Chief Financial Officer

WILMINGTON TRUST COMPANY, not in its individual capacity, but solely as Trustee

By: /s/ Michael Wass
Name: Michael Wass
Title: Vice President

Exhibit 4.11

FIRST SUPPLEMENTAL INDENTURE
(Ozark Capital Statutory Trust V)

THIS FIRST SUPPLEMENTAL INDENTURE dated as of June 26, 2017 is by and between U. S. Bank National Association, a national banking association and successor-in-interest to LaSalle Bank National Association, the initial Trustee (herein, together with its successors-in-interest, the "Trustee"), Bank of the Ozarks, an Arkansas state banking corporation (the "Successor Company") and Bank of the Ozarks, Inc., an Arkansas business corporation (the "Company"), and the "Company" under the Indenture (hereinafter defined).

NOW, THEREFORE, in consideration of the premises and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the parties hereto, the Trustee, the Company, and the Successor Company hereby agree as follows:

PRELIMINARY STATEMENTS

The Successor Company is the surviving entity of the merger of Bank of the Ozarks, Inc. (the "Company" under that certain Indenture dated as of September 29, 2006 (the "Indenture"), pursuant to which the Company issued U.S. $20,619,000 of its Junior Subordinated Debt Securities due December 15, 2036 (the "Debentures")), with and into the Successor Company.

As permitted by the terms of the Indenture, the Company, simultaneously with the effectiveness of this First Supplemental Indenture, shall merge (referred to herein and for purposes of Article IX of the Indenture as the "Merger") with and into the Successor Company, with the Successor Company as the surviving entity. The parties hereto are entering into this First Supplemental Indenture pursuant to, and in accordance with, Section 9.01(a) of the Indenture.

Section 1. Definitions. All capitalized terms used herein which are defined in the Indenture, either directly or by reference therein, shall have the respective meanings assigned them in the Indenture except as otherwise provided herein or unless the context otherwise requires.

Section 2. Interpretation.

(a) In this First Supplemental Indenture, unless a clear contrary intention appears:

(i) the singular number includes the plural number and vice versa;

(ii) reference to any gender includes the other gender;

(iii) the words "herein," "hereof" and "hereunder" and other words of similar import refer to this First Supplemental Indenture as a whole and not to any particular Section or other subdivision;

(iv) reference to any person includes such Person's successors and assigns but, if applicable, only if such successors and assigns are

permitted by this by this First Supplemental Indenture or the Indenture, and reference to a Person in a particular capacity excludes such Person in any other capacity or individually provided that nothing in this clause (iv) is intended to authorize any assignment not otherwise permitted by this First Supplemental Indenture or the Indenture;

(v) reference to any agreement, document or instrument means such agreement, document or instrument as amended, supplemented or modified and in effect from time to time in accordance with the terms thereof and, if applicable, the terms hereof, as well as any substitution or replacement therefor and reference to any note includes modifications thereof and any note issued in extension or renewal thereof or in substitution or replacement therefor;

(vi) reference to any Section means such Section of this First Supplemental Indenture; and

(vii) the word "including" (and with correlative meaning "include") means including without limiting the generality of any description preceding such term.

(b) No provision in this First Supplemental Indenture shall be interpreted or construed against any Person because that Person or its legal representative drafted such provision.

Section 3. Assumption of Obligations.

(a) Pursuant to, and in compliance and accordance with, Section 11.01 of the Indenture, the Successor Company hereby expressly and unconditionally assumes the due and punctual payment of the principal of and premium, if any, and interest on all of the Debt Securities and the due and punctual performance and observance of all the covenants and conditions of the Indenture be performed or observed by the Company.

(b) Pursuant to, and in compliance and accordance with, Section 11.02 of the Indenture, the Successor Company shall succeed to and be substituted for the Company, with the same effect as if the Successor Company had been named in the Indenture as the Company.

(c) The Successor Company shall also succeed to, be substituted for, and may exercise every right and power of, the Company under the Amended and Restated Declaration of Trust of the Trust, dated as of September 29, 2006 (the "Trust Agreement"), as Sponsor (as defined in the Trust Agreement), with the same effect as if the Successor Company had originally been named in the Trust Agreement as the Company.

(d) The Successor Company shall also succeed to, and be substituted for, and may exercise every right and power of, the Company under the Capital Securities Guarantee, dated as of September 29, 2006 (the "Guarantee Agreement"), as Guarantor (as defined in the

Guarantee Agreement), with the same effect as if the Successor Company had originally been named in the Guarantee Agreement as the Company.

Section 4. Representations and Warranties. The Successor Company represents and warrants that (a) it has all necessary power and authority to execute and deliver this First Supplemental Indenture and to perform the covenants and obligations of the Indenture, (b) it is the successor of the Company pursuant to a valid merger effected in accordance with applicable law, (c) it is a state banking corporation organized and existing under the laws of the State of Arkansas, (d) both immediately before and after giving effect to this First Supplemental Indenture, no Event of Default, and no event which, after notice or lapse of time or both, would become an Event of Default, shall have occurred and is continuing and (e) this First Supplemental Indenture is executed and delivered pursuant to Section 9.01 of the Indenture and does not require the consent of the holders of any of the outstanding Debentures.

Section 5. Conditions of Effectiveness. This First Supplemental Indenture shall become effective simultaneously with the effectiveness of the Merger, provided, however, that:

(a) the Trustee shall have executed a counterpart of this First Supplemental Indenture and shall have received a counterpart of this First Supplemental Indenture executed by the Successor Company.

(b) the Trustee shall have received an Officers' Certificate substantially in the form attached hereto as Exhibit A.

(c) the Trustee shall have received an Opinion of Counsel substantially in the form attached hereto as Exhibit B.

(d) The Successor Company shall have duly executed and filed with the Secretary of State of the State of Arkansas and the Bank Commissioner of the State of Arkansas Articles of Merger in connection with the Merger.

Section 6. Reference to the Indenture.

(a) Upon the effectiveness of this First Supplemental Indenture, each reference in the Indenture to "this Indenture," "hereunder," "herein" or words of like import shall mean and be a reference to the Indenture, as affected, amended and supplemented hereby.

(b) Upon the effectiveness of this First Supplemental Indenture, each reference in the Debentures to the Indenture including each term defined by reference to the Indenture shall mean and be a reference to the Indenture or such term, as the case may be, as affected, amended and supplemented hereby.

(c) The Indenture, as amended and supplemented hereby, shall remain in full force and effect and is hereby ratified and confirmed.

Section 7. Addresses for Notices. All notices or other communications to be addressed to the Successor Company as contemplated by Section 14.04 of the Indenture shall be addressed to the Successor Company as follows:

Bank of the Ozarks
17901 Chenal Parkway
Little Rock, Arkansas 72223
Attention: Greg McKinney, Chief Financial Officer
Telephone: (501) 978-2378

Section 8. Execution in Counterparts. This First Supplemental Indenture may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed to be an original and all of which when taken together shall constitute but one and the same instrument.

Section 9. Governing Law; Binding Effect. This First Supplemental Indenture shall be governed by and construed in accordance with the laws of the State of New York without regard to conflict of laws principles thereof, and shall be binding upon the parties hereto and their respective successors and assigns.

Section 10. The Trustee. The Trustee shall not be responsible in any manner whatsoever for or in respect of the validity or sufficiency of this First Supplemental Indenture or the due execution thereof by the Company or the Successor Company. The recitals of fact contained herein shall be taken as the statements solely of the Company or the Successor Company, and the Trustee assumes no responsibility for the correctness thereof.

[Signatures on following page]

IN WITNESS WHEREOF, the parties hereto have caused this First Supplemental Indenture to be duly executed and effective as of the day and year first written above, by their respective officers thereunto duly authorized.

U. S. BANK NATIONAL ASSOCIATION, AS SUCCESSOR-IN-INTEREST TO LASALLE BANK NATIONAL ASSOCIATION

By: /s/ Jared Hansen
Name: Jared Hansen
Title: Assistant Vice President

BANK OF THE OZARKS

By: /s/ Greg McKinney
Name: Greg McKinney
Title: Chief Financial Officer

BANK OF THE OZARKS, INC.

By: /s/ Greg McKinney
Name: Greg McKinney
Title: Chief Financial Officer

Exhibit 99.1

For Immediate Release
June 26, 2017

Media Contact: Susan Blair (501) 978-2217
Investor Contact: Tim Hicks (501) 978-2336

Bank of the Ozarks Completes Internal Reorganization

LITTLE ROCK, ARKANSAS–Bank of the Ozarks (the "Bank") (NASDAQ: OZRK) today announced the completion of its previously announced corporate reorganization in which Bank of the Ozarks, Inc., the Bank's parent holding company, was merged with and into the Bank, with the Bank continuing as the surviving corporation. The primary purpose of the reorganization is to create a more efficient corporate structure by eliminating the Bank's holding company. The business operations, directors and executive officers of the Bank will not change as a result of the reorganization.

Pursuant to this reorganization, the Bank replaced Bank of the Ozarks, Inc. as the publicly-traded entity and shareholders of Bank of the Ozarks, Inc. automatically became shareholders of the Bank, with the same number of shares and same ownership percentage of the Bank as they held in Bank of the Ozarks, Inc. immediately prior to the reorganization. The common stock of the Bank will trade on the NASDAQ Global Select Market under the same ticker symbol ("OZRK"), with the same CUSIP number (CUSIP #063904106), as previously used by Bank of the Ozarks, Inc.

In accordance with the Securities Exchange Act of 1934, as amended ("Exchange Act"), the Bank will file certain reports, proxy materials, information statements and other information required by the Exchange Act with the Federal Deposit Insurance Corporation ("FDIC"), copies of which can be inspected and copied at the public reference facilities maintained by the FDIC, at the Accounting and Securities Disclosure Section, Division of Risk Management Supervision, 550 17th Street, N.W., Washington, DC 20429. Certain financial and other information filed by the Bank with the FDIC will also be available electronically at the FDIC's website at http://www.fdic.gov. The Bank maintains the same investor relations website previously used by Bank of the Ozarks, Inc. at http://ir.bankozarks.com and will include the Bank's filings at that location.

ABOUT BANK OF THE OZARKS

Bank of the Ozarks, an Arkansas state chartered bank, conducts banking operations through 251 offices in Arkansas, Georgia, Florida, North Carolina, Texas, Alabama, South Carolina, New York and California. The Bank's shares trade on the NASDAQ Global Select Market under the symbol "OZRK." The Bank may be contacted at (501) 978-2265 or P. O. Box 8811, Little Rock, Arkansas 72231-8811.

CAUTION ABOUT FORWARD-LOOKING STATEMENTS

This release and certain other communications by the Bank contain statements that constitute "forward-looking statements" within the meaning of, and subject to the protections of, Section 27A of the Securities Act of 1933 and Section 21E of the Securities Exchange Act of 1934. Such statements,

including but not limited to those regarding the reorganization, are based on currently available information and are subject to various risks and uncertainties that could cause actual results to differ materially from the Bank's present expectations. Undue reliance should not be placed on such forward-looking statements, as such statements speak only as of the date on which they are made and the Bank undertakes no obligation to update such statements. Additional information regarding these and other risks is contained in Bank of the Ozarks, Inc.'s filings with the Securities and Exchange Commission and the Bank's filings with the FDIC.