
Section 1: 8-K (FORM 8-K)

UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
Washington, D.C. 20549

FORM 8-K

CURRENT REPORT
PURSUANT TO SECTION 13 OR 15(d) OF THE
SECURITIES EXCHANGE ACT OF 1934

Date of report (Date of earliest event reported): April 25, 2018

Ameris Bancorp

(Exact Name of Registrant as Specified in Charter)

Georgia 001-13901 58-1456434
(State or Other Jurisdiction of (Commission File Number) (IRS Employer Identification No.)
Incorporation)

310 First Street, S.E., Moultrie, Georgia 31768
(Address of Principal Executive Offices) (Zip Code)

Registrant's telephone number, including area code: (229) 890-1111

(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. below):

- 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 (§230.405 of this chapter) or Rule 12b-2 of the Securities Exchange Act of 1934 (§240.12b-2 of this chapter).

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.

Item 1.01 Entry into a Material Definitive Agreement.

On April 25, 2018, Ameris Bancorp (the “Company”) entered into a Fourth Amendment to Loan Agreement (the “Fourth Amendment”) with NexBank SSB (the “Lender”) providing for the amendment of that certain Loan Agreement dated as of August 28, 2013 between the Company and the Lender, as amended by that certain First Amendment to Loan Agreement dated September 26, 2014, that certain Limited Waiver and Second Amendment to Loan Agreement dated December 28, 2016 and that certain Third Amendment to Loan Agreement dated October 20, 2017, to increase the maximum aggregate principal amount of revolving loans that may be outstanding thereunder at any one time to \$100,000,000. In connection with entering into the Fourth Amendment, the Company issued to the Lender a Fourth Amended and Restated Revolving Promissory Note dated as of April 25, 2018 (the “Fourth A/R Note”).

The descriptions contained herein of the Fourth Amendment and the Fourth A/R Note do not purport to be complete and are qualified in their entirety by reference to the terms of such documents, each of which is attached hereto as an exhibit and incorporated herein by this reference.

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

The information provided under Item 1.01 of this Current Report on Form 8-K is incorporated herein by reference.

Item 9.01 Financial Statements and Exhibits.

(d) Exhibits.

[10.1 Fourth Amendment to Loan Agreement dated April 25, 2018 by and between Ameris Bancorp and NexBank SSB.](#)

[10.2 Fourth Amended and Restated Revolving Promissory Note dated April 25, 2018 issued by Ameris Bancorp to NexBank SSB.](#)

SIGNATURE

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

AMERIS BANCORP

By: /s/ Nicole S. Stokes
Nicole S. Stokes
Executive Vice President and Chief Financial
Officer

Date: April 25, 2018

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Section 2: EX-10.1 (EXHIBIT 10.1)

Exhibit 10.1

FOURTH AMENDMENT TO LOAN AGREEMENT

THIS FOURTH AMENDMENT TO LOAN AGREEMENT (this "*Amendment*") is entered into this 25th day of April, 2018 (the "*Effective Date*"), between AMERIS BANCORP, a Georgia corporation ("*Borrower*"), and NEXBANK SSB ("*Lender*").

RECITALS

A. Borrower and Lender are parties to that certain Loan Agreement dated as of August 28, 2013 (as heretofore amended and as it may be further amended, modified, supplemented, restated or amended and restated from time to time, the "*Loan Agreement*"). Unless otherwise indicated herein, all terms used with their initial letter capitalized are used herein with their meaning as defined in the Loan Agreement and all Section references are to Sections in the Loan Agreement.

B. Borrower has requested that Lender, and Lender has agreed to, amend the Loan Agreement and Note to increase the Commitment.

C. Borrower and Lender desire to amend the Loan Documents, subject to the terms, conditions, and representations set forth herein, as requested by Borrower.

D. Borrower and Lender agree to the other terms and provisions provided below, subject to the terms, conditions, and representations set forth herein.

NOW, THEREFORE, in consideration of these premises and other valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties hereto agree, as follows:

1. Amendments to Loan Agreement. Subject to the satisfaction of the conditions set forth herein, the Loan Agreement is amended as follows:

(a) Section A of the Recitals is hereby amended and restated in its entirety to read as follows:

A. Borrower has applied to Lender for a revolving loan in the amount of up to \$100,000,000, and Lender is willing to make the Loan on the terms and conditions hereinafter set forth.

(b) The following definition in *Section 2.1* of the Loan Agreement is hereby amended and restated in its entirety to read as follows:

Commitment: The obligation of Lender to make Revolving Credit Advances pursuant to Section 4.1 in an aggregate principal amount at any time outstanding up to but not exceeding \$100,000,000, subject, however, to termination pursuant to Article XVI.

(c) Section 4.1(e) of the Loan Agreement is hereby amended by deleting the first sentence thereof and replacing it with the following sentence:

Borrower shall give Lender notice of each Revolving Credit Advance by means of an Advance Request Form containing the information required therein and delivered (by hand or by mechanically confirmed facsimile) to Lender no later than 5:00 p.m. Dallas time on a Business Day that is at least one (1) Business Day prior to the day on which the Revolving Credit Advance is desired to be funded.

2. Conditions Precedent. Notwithstanding any contrary provision, this Amendment shall be effective upon the satisfaction of all of the following conditions precedent:

(a) Lender shall have received counterparts of this Amendment executed by Borrower, Lender, and each other party set forth on the signature pages hereto;

(b) Lender shall have received the Fourth Amended and Restated Revolving Promissory Note dated as of the Effective Date in the original principal amount of \$100,000,000 executed by Borrower and payable to the *order* of Lender (the "**Fourth Amended and Restated Note**");

(c) Lender shall have received satisfactory evidence that the representations and warranties contained in the Loan Agreement and in the other Loan Documents, after giving effect to the terms of this Amendment, shall be true and correct in all material respects on and as of the Effective Date and the date hereof to the same extent as though made on and as of each such date, except to the extent such representations and warranties specifically relate to an earlier date, in which case such representations and warranties shall have been true and correct in all material respects on and as of such earlier date;

(d) Lender shall have received satisfactory evidence that Borrower has paid the fees and expenses of counsel described in **Section 6** hereof and *Article VII* of the Loan Agreement;

(e) After giving effect to the terms of this Amendment, no Default or Event of Default shall have occurred and be continuing or shall result after giving effect to this Amendment or the Fourth Amended and Restated Note;

(f) Lender shall have received an officer's certificate, together with all attachments and exhibits thereto, duly executed and delivered by a duly authorized officer of the Borrower; and

(g) Lender shall have received such other instruments and documents incidental and appropriate to the transactions provided for herein as Lender or its counsel may reasonably request, and all such documents shall be in form and substance satisfactory to Lender (it being agreed that execution of this Amendment by Lender shall evidence that the foregoing conditions have been fulfilled).

3. Reaffirmation of Loan Documents and Liens. Except as amended and modified hereby, any and all of the terms and provisions of the Loan Agreement and the other Loan Documents shall remain in full force and effect and are hereby in all respects ratified and confirmed by Borrower. Borrower hereby agrees that, except as expressly provided in this Amendment, the amendments and modifications herein contained shall in no manner affect or impair the liabilities, duties and obligations of Borrower under the Loan Agreement and the other Loan Documents or the Liens securing the payment and performance thereof. Borrower further confirms that the liens and security interests in the Collateral created under the Loan Documents secure, among other indebtedness, Borrower's obligations under the Loan Documents, and all modifications, amendments, renewals, extensions, and restatements thereof.

4. Representations and Warranties. As a material inducement for Lender to enter into this Amendment, Borrower hereby represents and warrants to Lender (with the knowledge and intent that Lender is relying upon the same in consenting to this Amendment) that as of the Effective Date and the date hereof, and after giving effect to the transactions contemplated by this Amendment: (a) all representations and warranties in the Loan Agreement and in all other Loan Documents are true and correct in all material respects, as though made on each of the Effective Date and the date hereof, *except* to the extent that (i) any of them speak to a different specific date or may have otherwise been made inaccurate by the mere passage of time; or (ii) the facts or circumstances on which any of them were based have been changed by transactions or events not prohibited by the Loan Documents; (b) no Default or Event of Default exists under the Loan Documents or will exist after giving effect to this Amendment; (c) this Amendment has been duly authorized and approved by all necessary organizational action and requires the consent of no other Person, and is binding and enforceable against Borrower in accordance with its terms; and (d) the execution, delivery and performance of this Amendment in accordance with its terms, does not and will not, by the passage of time, the giving of notice, or otherwise: (i) require any governmental approval, *other than* such as have been obtained and are in full force and effect, or violate any applicable law relating to Borrower; (ii) conflict with, result in a breach of, or constitute a default under the Constituent Documents of Borrower thereof, or any indenture, agreement, or other instrument to which Borrower is a party or by which it or any of its properties may be bound; or (iii) result in or require the creation or imposition of any Lien upon or with respect to any property now owned or hereafter acquired by Borrower.
5. Costs and Expenses. Borrower agrees to pay promptly the reasonable fees and expenses of counsel to Lender for services rendered in connection with the preparation, negotiation, reproduction, execution and delivery of this Amendment and all related documents.
6. Miscellaneous.
 - (a) This Amendment and the Fourth Amended and Restated Note shall be deemed to constitute a Loan Document for all purposes and in all respects. Each reference in the Loan Agreement to “this Agreement,” “hereunder,” “hereof,” “herein” or words of like import, and each reference in the Loan Agreement or in any other Loan Document, or other agreements, documents or other instruments executed and delivered pursuant to the Loan Agreement to the “Loan Agreement”, shall mean and be a reference to the Loan Agreement as amended by this Amendment.
 - (b) The Loan Documents shall remain unchanged and in full force and effect, except as provided in this Amendment and the Fourth Amended and Restated Note, and are hereby ratified and confirmed. The execution, delivery, and effectiveness of this Amendment shall not, except as expressly provided herein, operate as a waiver of any right, power, or remedy of Lender under any Loan Document, nor constitute a waiver under any of the Loan Documents.
 - (c) All of the terms and provisions of this Amendment shall bind and inure to the benefit of the parties hereto and their respective successors and assigns.
 - (d) This Amendment may be executed in one or more counterparts and by different parties hereto in separate counterparts each of which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument; signature pages may be detached from multiple separate counterparts and attached to a single counterpart so that all signature pages are physically attached to the same document. Delivery of photocopies of the signature pages to this Amendment by facsimile or electronic mail shall be effective as delivery of manually executed counterparts of this Amendment.
 - (e) THIS AMENDMENT, THE LOAN AGREEMENT, THE FOURTH AMENDED AND RESTATED NOTE AND THE OTHER LOAN DOCUMENTS REPRESENT THE FINAL AGREEMENT BETWEEN THE PARTIES AND MAY NOT BE CONTRADICTED BY EVIDENCE OF PRIOR, CONTEMPORANEOUS OR ORAL AGREEMENTS OF THE PARTIES. THERE ARE NO UNWRITTEN ORAL AGREEMENTS BETWEEN THE PARTIES.
 - (f) The headings, captions and arrangements used in this Amendment are, unless specified otherwise, for convenience only and shall not be deemed to limit, amplify or modify the terms of this Amendment, nor affect the meaning thereof.

(g) Any provision of this Amendment held to be invalid, illegal or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such invalidity, illegality or unenforceability without affecting the validity, legality and enforceability of the remaining provisions hereof; and the invalidity of a particular provision in a particular jurisdiction shall not invalidate such provision in any other jurisdiction.

(h) This Amendment shall be construed in accordance with and governed by the laws of the State of Texas.

[Remainder of Page Intentionally Left Blank; Signature Pages Follow.]

IN WITNESS WHEREOF, the parties hereto have executed this Amendment in multiple counterparts to be effective as of date first set forth above.

BORROWER:

AMERIS BANCORP,
a Georgia corporation

By: /s/ Nicole S. Stokes

Name: Nicole S. Stokes

Title: EVP and Chief Financial Officer

Signature Page to Fourth Amendment

LENDER:

NEXBANK SSB

By: /s/ Rhett Miller
Rhett Miller, SVP and Chief Credit Officer

Signature Page to Fourth Amendment

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Section 3: EX-10.2 (EXHIBIT 10.2)

Exhibit 10.2

FOURTH AMENDED AND RESTATED REVOLVING PROMISSORY NOTE

U.S. \$100,000,000

April 25, 2018

FOR VALUE RECEIVED, AMERIS BANCORP, a Georgia corporation, having an address at 310 First Street, Moultrie, Georgia 31768 (“Maker”), hereby promises to pay to the order of NEXBANK SSB (“Payee”), at its address at 2515 McKinney Avenue, Suite 1100, Dallas, Texas 75201 or such other address as it may designate, the principal sum of ONE HUNDRED MILLION and NO/100 Dollars (\$100,000,000), or so much thereof as may be advanced by Payee from time to time hereunder to or for the benefit or account of Maker, and interest from the date hereof on the balance of principal from time to time outstanding, in United States currency, at the rates and at the times hereinafter described.

This Fourth Amended and Restated Revolving Promissory Note (this “Note”) is issued by Maker pursuant to that certain Loan Agreement, dated as of August 28, 2013 (as heretofore amended, as amended by that certain Fourth Amendment, dated as of the date hereof, and as may be further amended restated or modified, the “Loan Agreement”) entered into between Payee and Maker. This Note evidences the Loan (as defined in the Loan Agreement). Payment of this Note is governed by the Loan Agreement, the terms of which are incorporated herein by express reference as if fully set forth herein. Capitalized terms used and not otherwise defined herein shall have the meanings given to them in the Loan Agreement.

1. **Principal and Interest.**

(a) The maximum aggregate principal amount of this Note shall not exceed One Hundred Million Dollars (\$100,000,000). All principal, interest and other sums due under this Note shall be due and payable in full on the Maturity Date.

(b) Subject to Section 1(c) below, the unpaid principal amount of this Note shall bear interest at the Note Rate (the “Applicable Rate”), unless the Default Rate is applicable. Interest at the Applicable Rate (or Default Rate) shall be calculated for the actual number of days elapsed on the basis of a 360-day year, including the first date of the applicable period to, but not including, the date of repayment. The Loan shall bear interest at the Default Rate at any time at which an Event of Default shall exist.

(c) All accrued but unpaid interest on the principal balance of the Loan outstanding from time to time shall be payable on each Payment Date. The then outstanding principal balance of the Loan and all accrued but unpaid interest thereon shall be due and payable on the Maturity Date. Maker may from time to time during the term of the Loan Agreement borrow, partially or wholly repay its outstanding borrowings, and reborrow, subject to all of the limitations, terms and conditions of the Loan Agreement; *provided, however*, that the total outstanding borrowings under this Note shall not at any time exceed the Commitment. The unpaid principal balance of the Loan at any time shall be the total amount advanced hereunder by Payee less the amount of principal payments made hereon by or for Maker, which balance may be endorsed hereon from time to time by Payee or otherwise noted in Payee’s records, which notations shall be, absent manifest error, conclusive evidence of the amounts owing hereunder from time to time. All payments (whether of principal or of interest) shall be deemed credited to Maker’s account only if received by 2:00 p.m. Dallas time on a Business Day; otherwise, such payment shall be deemed received on the next Business Day.

2. **Maximum Lawful Rate.** It is the intent of Maker and Payee to conform to and contract in strict compliance with applicable usury law from time to time in effect. In no way, nor in any event or contingency (including but not limited to prepayment, default, demand for payment, or acceleration of the maturity of any obligation), shall the rate of interest taken, reserved, contacted for, charged or received under this Note and the other Loan Documents exceed the highest lawful interest rate permitted under applicable law. If Payee shall ever receive anything of value which is characterized as interest under applicable law and which would apart from this provision be in excess of the highest lawful interest rate permitted under applicable law, an amount equal to the amount which would have been excessive interest shall, without penalty, be applied to the reduction of the principal amount owing on the Loan in the inverse order of its maturity and not to the payment of interest, or refunded to the Maker or the other payor thereof if and to the extent such amount which would have been excessive exceeds such unpaid principal. All interest paid or agreed to be paid to the holder hereof shall, to the extent permitted by applicable law, be amortized, prorated, allocated and spread throughout the full stated term (including any renewal or extension) of the Loan so that the amount of interest on account of such obligation does not exceed the maximum permitted by applicable law. As used in this Section, the term "applicable law" shall mean the laws of the State of Texas or the federal laws of the United States, whichever laws allow the greater interest, as such laws now exist or may be changed or amended or come into effect in the future.

3. **Monthly Payments.** All payments on account of the indebtedness evidenced by this Note shall be made to Payee not later than 2:00 p.m. Dallas, Texas time on the day when due in lawful money of the United States and shall be first applied to late charges, costs of collection or enforcement and other similar amounts due, if any, under this Note and any of the other Loan Documents, then to interest due and payable hereunder and the remainder to principal due and payable hereunder.

4. **Maturity Date.** The indebtedness evidenced hereby shall mature on the Maturity Date, or as accelerated under the terms of the Loan Agreement. On the Maturity Date, the entire outstanding principal balance hereof, together with accrued and unpaid interest and all other sums evidenced by this Note, shall, if not sooner paid, become due and payable.

5. **General Provisions.**

(a) In the event (i) the principal balance hereof is not paid when due whether by acceleration or upon the Maturity Date or (ii) an Event of Default exists, then the principal balance hereof shall bear interest from and after the Default Rate. In addition, for any installment (exclusive of the payment due upon the Maturity Date) which is not paid by the tenth (10th) day following the due date thereof a late charge equal to five percent (5%) of the amount of such installment shall be due and payable to the holder of this Note on demand to cover the extra expense involved in handling delinquent payments.

(b) Maker agrees that the obligation evidenced by this Note is an exempt transaction under the Truth-in-Lending Act, 15 U.S.C. § 1601, et seq.

(c) This Note and all provisions hereof shall be binding upon Maker and all persons claiming under or through Maker, and shall inure to the benefit of Payee, together with its successors and assigns, including each owner and holder from time to time of this Note.

(d) Time is of the essence as to all dates set forth herein.

(e) To the fullest extent permitted by applicable law, Maker agrees that its liability shall not be in any manner affected by any indulgence, extension of time, renewal, waiver, or modification granted or consented to by Payee; and Maker consents to any indulgences and all extensions of time, renewals, waivers, or modifications that may be granted by Payee with respect to the payment or other provisions of this Note, and to any substitution, exchange or release of the collateral, or any part thereof, with or without substitution, and agrees to the addition or release of any makers, endorsers, guarantors, or sureties, all whether primarily or secondarily liable, without notice to Maker and without affecting its liability hereunder.

(f) To the fullest extent permitted by applicable Law, Maker hereby waives and renounces for itself, its successors and assigns, all rights to the benefits of any statute of limitations and any moratorium, reinstatement, marshaling, forbearance, valuation, stay, extension, redemption, appraisalment, or exemption and homestead laws now provided, or which may hereafter be provided, by the laws of the United States and of any state thereof against the enforcement and collection of the obligations evidenced by this Note.

(g) If this Note is placed in the hands of attorneys for collection or is collected through any legal proceedings, Maker promises and agrees to pay, in addition to the principal, interest and other sums due and payable hereon, all costs of collecting or attempting to collect this Note, including all reasonable attorneys' fees and disbursements.

(h) To the fullest extent permitted by applicable law, all parties now or hereafter liable with respect to this Note, whether Maker, principal, surety, guarantor, endorsee or otherwise hereby severally waive presentment for payment, demand, notice of nonpayment or dishonor, protest and notice of protest. No failure to accelerate the indebtedness evidenced hereby, acceptance of a past due installment following the expiration of any cure period provided by this Note, any Loan Document or applicable law, or indulgences granted from time to time shall be construed (i) as a novation of this Note or as a reinstatement of the indebtedness evidenced hereby or as a waiver of such right of acceleration or of the right of Payee thereafter to insist upon strict compliance with the terms of this Note, or (ii) to prevent the exercise of such right of acceleration or any other right granted hereunder or by the laws of the State. Maker hereby expressly waives the benefit of any statute or rule of law or equity now provided, or which may hereafter be provided, which would produce a result contrary to or in conflict with the foregoing.

(i) THIS NOTE SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF TEXAS AND ANY APPLICABLE LAWS OF THE UNITED STATES OF AMERICA.

(j) THIS NOTE AND THE OTHER LOAN DOCUMENTS REPRESENT THE FINAL AGREEMENT BETWEEN THE PARTIES AND MAY NOT BE CONTRADICTED BY EVIDENCE OF PRIOR, CONTEMPORANEOUS, OR SUBSEQUENT ORAL AGREEMENTS OF THE PARTIES. THERE ARE NO UNWRITTEN ORAL AGREEMENTS BETWEEN THE PARTIES.

This Note is an amendment, restatement, modification and continuation of the obligations outstanding under that certain Third Amended and Restated Revolving Promissory Note, dated September 26, 2017, made by Maker payable to the order of Payee in the original principal amount of \$30,000,000 (the "Prior Note"). This Note is given in renewal, rearrangement and substitution for, but not in the extinguishment or repayment of, the obligations outstanding under the Prior Note. This Note does not constitute a novation.

[Signature page follows.]

Maker has delivered this Note as of the day and year first set forth above.

MAKER:

AMERIS BANCORP

By: /s/ Dennis J. Zember Jr.

Name: Dennis J. Zember Jr.

Title: EVP and Chief Operating Officer

[Signature Page to Fourth Amended and Restated Revolving Promissory Note]