

UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
WASHINGTON, DC 20549

FORM S-8

REGISTRATION STATEMENT
UNDER
THE SECURITIES ACT OF 1933

SERVISFIRST BANCSHARES, INC.

(Exact name of registrant as specified in its charter)

Delaware

(State or other jurisdiction of
incorporation or organization)

850 Shades Creek Parkway, Suite 200
Birmingham, Alabama
(Address of Principal Executive Offices)

26-0734029

(I.R.S. Employer
Identification No.)

35209
(Zip Code)

ServisFirst Bancshares, Inc.
2009 Amended and Restated Stock Incentive Plan
(Full title of the plan)

Thomas A. Broughton, III
President and Chief Executive Officer
ServisFirst Bancshares, Inc.
850 Shades Creek Parkway, Suite 200
Birmingham, Alabama 35209

(Name and address of agent for service)

(205) 949-0302

(Telephone number, including area code, of agent for service)

With a copy to:

Laura P. Washburn
Bradley Arant Boult Cummings LLP
1819 5th Avenue North
Birmingham, Alabama 35203
(205) 521-8000

Indicate by check mark whether the registrant is a large accelerated filer, an accelerated filer, a non-accelerated filer, or a smaller reporting company. See the definitions of "large accelerated filer," "accelerated filer" and "smaller reporting company" in Rule 12b-2 of the Exchange Act. (check one):

Large accelerated filer Accelerated filer
Non-accelerated filer Smaller reporting company
(Do not check if a smaller reporting company)

CALCULATION OF REGISTRATION FEE

Title of Securities to be Registered	Amount to be Registered(1)	Proposed Maximum Offering Price per Share(1)(2)	Proposed Maximum Aggregate Offering Price(2)	Amount of Registration Fee(2)
Common Stock, \$0.001 par value (1)(2)	500,000 shares	\$ 86.48	\$ 43,240,000	\$ 5,569.32

- (1) In addition to the shares set forth in the table, pursuant to Rule 416(a) under the Securities Act of 1933, as amended (the "Securities Act"), this registration statement shall be deemed to cover an indeterminate number of shares of common stock issuable under the Plan to prevent dilution resulting from stock splits, stock dividends, recapitalizations or similar transactions effected without the receipt of consideration that results in an increase in the number of shares of the Registrant's outstanding Common Stock.
- (2) Estimated pursuant to Rule 457(c) and Rule 457(h) under the Securities Act solely for the purpose of computing the registration fee and based upon the average of the high and low prices per share of the Common Stock reported on The Nasdaq Global Market on June 13, 2014.

PART I

INTRODUCTION

This Registration Statement on Form S-8 is filed by ServisFirst Bancshares, Inc., a Delaware corporation (the “Registrant” or the “Company”), relating to an additional 500,000 shares of the Company’s Common Stock, par value \$0.001 per share (the “Common Stock”), to be issued under the Company’s 2009 Amended and Restated Stock Incentive Plan (the “2009 Plan”). The Company previously filed a Form S-8 (File No. 333-170507) registering 425,000 shares of Common Stock under the 2009 Plan on November 10, 2010 (the “Prior Registration Statement”).

As discussed more fully in the Company’s definitive proxy materials for the Company’s 2014 Annual Meeting of Stockholders, the 500,000 shares of Common Stock registered on this Form S-8 will be added to the reserve of shares available under the 2009 Plan pursuant to the amendment and restatement thereof.

This Registration Statement relates to securities of the same class as that to which the Prior Registration Statement relates, and is submitted in accordance with General Instruction E to Form S-8 regarding Registration of Additional Securities. Pursuant to Instruction E of Form S-8, the contents of the Prior Registration Statement are incorporated herein by reference and made part of this Registration Statement, except as amended hereby.

PART II

INFORMATION REQUIRED IN THE REGISTRATION STATEMENT

Item 3. Incorporation of Documents by Reference.

The Company hereby incorporates by reference into this Registration Statement the following documents previously filed with the Securities and Exchange Commission (the “Commission”) pursuant to the Securities Exchange Act of 1934, as amended (the “Exchange Act”):

- (1) The Company’s Annual Report on Form 10-K/A for the fiscal year ended December 31, 2013, filed with the Commission on March 17, 2014.
- (2) The Company’s Quarterly Report on Form 10-Q for the quarter ended March 31, 2014, filed with the Commission on April 25, 2014.
- (3) The Company’s Current Reports on Form 8-K filed with the Commission on March 20, 2014, April 4, 2014, April 28, 2014, May 14, 2014 and May 19, 2014.
- (4) The description of the Registrant’s Common Stock contained in the Registrant’s Registration Statement on Form 8-A (File No. 001-36452) filed with the Commission on May 9, 2014, pursuant to Section 12(b) of the Securities Exchange Act of 1934, as amended (the “Exchange Act”), including any amendment or report filed for the purpose of updating such description.

Notwithstanding the foregoing, the Company is not incorporating any document or information deemed to have been furnished and not filed in accordance with the Commission’s rules.

All documents subsequently filed by the Registrant pursuant to Sections 13(a), 13(c), 14 and 15(d) of the Exchange Act, prior to the filing of a post-effective amendment which indicates that all securities offered hereby have been sold or which deregisters all securities then remaining unsold, shall be deemed to be incorporated by reference in this Registration Statement and to be part hereof from the date of the filing of such documents. Any statement contained in a document incorporated or deemed to be incorporated by reference herein shall be deemed to be modified or superseded for the purposes of this Registration Statement to the extent that a statement contained herein or in any other subsequently filed document which also is or is deemed to be incorporated by reference herein modifies or supersedes such statement. Any statement so modified or superseded shall not be deemed, except as so modified or superseded, to constitute a part of this Registration Statement.

Item 6. Indemnification of Directors and Officers.

Under the provisions of Section 145 of the Delaware General Corporation Law, the Registrant may indemnify any present or former officer or director against expenses arising out of legal proceedings in which the director or officer becomes involved by reason of being a director or officer if the director or officer is successful in the defense of such proceedings. Section 145 also provides that the Registrant may indemnify a director or officer in connection with a proceeding in which he is not successful in defending if it is determined that he acted in good faith and in a manner reasonably believed to be in or not opposed to the best interests of the Registrant or, in the case of a criminal action, if it is determined that he had no reasonable cause to believe his conduct was unlawful. Liabilities for which a director or officer may be indemnified include amounts paid in satisfaction of settlements, judgments, fines and other expenses (including attorneys’ fees incurred in connection with such proceedings).

The Registrant's bylaws provide for indemnification of directors and officers of the registrant to the full extent permitted by applicable law. In accordance with the Delaware General Corporation Law, the Registrant's certificate of incorporation, as amended, contains a provision to limit the personal liability of the directors of the registrant for violations of their fiduciary duty. This provision eliminates each director's liability to the Registrant or its stockholders for monetary damages except (i) for breach of the director's duty of loyalty to the Registrant or its stockholders, (ii) for acts or omissions not in good faith or which involve intentional misconduct or a knowing violation of law, (iii) under Section 174 of the Delaware General Corporation Law providing for liability of directors for unlawful payment of dividends or unlawful stock purchases or redemptions or (iv) for any transaction from which a director derived an improper personal benefit. The effect of this provision is to eliminate the personal liability of directors for monetary damages for actions involving a breach of their fiduciary duty.

The above is a general summary of certain indemnity provisions of the Delaware General Corporation Law and is subject, in all cases, to the specific and detailed provisions of the sections referenced herein.

The Registrant maintains directors' and officers' liability insurance against any actual or alleged error, misstatement, misleading statement, act, omission, neglect or breach of duty by any director or officer of itself or any direct or indirect subsidiary, excluding certain matters including fraudulent, dishonest or criminal acts or self-dealing.

Insofar as indemnification for liabilities arising under the Securities Act of 1933 may be permitted to directors, officers or persons controlling us under any of the foregoing provisions, in the opinion of the Securities and Exchange Commission, that indemnification is against public policy as expressed in the Securities Act and is therefore unenforceable. Finally, the Registrant's ability to provide indemnification to its directors and officers is limited by federal banking laws and regulations, including, but not limited to, 12 U.S.C. 1828(k).

Item 8. Exhibits.

The following Exhibits are filed as a part of the Registration Statement:

- 4.1 Certificate of Incorporation of ServisFirst Bancshares, Inc., as amended (restated for Commission filing purposes only), incorporated by reference to Exhibit 3.01 to the Registrant's Quarterly Report on Form 10-Q filed on October 31, 2012.
- 4.2 Bylaws of ServisFirst Bancshares, Inc., as amended (restated for Commission filing purposes only), incorporated by reference to Exhibit 3.1 to the Registrant's Current Report on Form 8-K filed on April 4, 2014.
- 4.3 Form of Stock Option Award Agreement.
- 4.4 Form of Restricted Stock Award Agreement.
- 5.1 Opinion of Bradley Arant Boult Cummings LLP.
- 23.1 Consent of KPMG LLP.
- 23.2 Consent of Bradley Arant Boult Cummings LLP (contained in Exhibit 5.1).
- 24 Powers of Attorney (contained on signature page hereto).

/s/ Michael D. Fuller
Michael D. Fuller

Director

June 17, 2014

/s/ Hatton C.V. Smith
Hatton C.V. Smith

Director

June 17, 2014

INDEX TO EXHIBITS

<u>Exhibit Number</u>	<u>Description</u>
4.3	Form of Stock Option Award Agreement.
4.4	Form of Restricted Stock Award Agreement.
5.1	Opinion of Bradley Arant Boult Cummings LLP.
23.1	Consent of KPMG LLP.
24	Powers of Attorney (contained on signature page hereto).

**NONQUALIFIED STOCK OPTION AWARD
PURSUANT TO THE SERVISFIRST BANCSHARES, INC.
AMENDED AND RESTATED 2009 STOCK INCENTIVE PLAN**

THIS AWARD (the "Award") is made as of the Grant Date by ServisFirst Bancshares, Inc., a Delaware corporation, (the "Company") to the Optionee designated below pursuant to the ServisFirst Bancshares, Inc. Amended and Restated 2009 Stock Incentive Plan (the "Plan").

Upon and subject to the restrictions, terms and conditions set forth in the Plan, the Company hereby awards as of the Grant Date to Optionee a Nonqualified Stock Option (the "Option"), as described below, to purchase the Option shares. The Option is governed by the terms of this Award and the Plan.

- A. Optionee: _____.
 - B. Grant Date: _____.
 - C. Type of Option: Nonqualified Stock Option.
 - D. Option Shares: All or any part of _____ shares of the Company's \$.001 par value common stock (the "Common Stock"), subject to adjustment as provided in the Plan.
 - E. Exercise Price: \$ _____ per share, subject to adjustment as provided in the Plan. The Exercise Price is, in the judgment of the Committee, not less than 100% of the Fair Market Value of a share of Common Stock on the Grant Date.
 - F. Vesting Schedule: The Option shares shall become vested in accordance with Schedule 1 hereto.
 - G. Acceleration of Vesting: Unvested Options may become vested before the time at which such Options would normally become vested by the passage of time – that is, the vesting may accelerate. The instances in which Option shares accelerate are detailed in Schedule 1 hereto.
 - H. Option Period: The Option may be exercised only during the Option Period that commences on the Grant Date and ends, subject to earlier termination as provided in the Plan, on the tenth (10th) anniversary of the Grant Date. *Note that other limitations to exercising the Option, as described in the Plan, may apply.*
 - I. Exercise: Subject to the provisions of the Plan, the Option may be exercised with respect to all or a portion of the vested Option shares at any time during the Option Period by delivery to the Company, at its principal place of business, of:
 - a. a written notice of exercise in substantially the form attached hereto as Exhibit 1, which shall be actually delivered to the Company no earlier than thirty (30) days and no later than ten (10) days prior to the date upon which the Optionee desires to exercise all or any portion of the Option;
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- b. payment to the Company of the Exercise Price multiplied by the number of Option shares being purchased (the "Purchase Price"); and
 - c. if not delivered previously, a written Notice of Withholding Election in substantially the form attached hereto as Exhibit 2.
- J. Capitalized Terms. Capitalized terms not otherwise defined in this Award will have the meaning set forth in the Plan.

[Signature Page Follows]

IN WITNESS WHEREOF, the Company has executed and sealed this Award as of the Grant Date set forth above.

SERVISFIRST BANCSHARES, INC.

OPTIONEE

By: _____

Signature: _____

Its: _____

Name: _____

EXHIBIT 1
NOTICE OF EXERCISE OF
STOCK OPTION TO PURCHASE
COMMON STOCK OF
SERVISFIRST BANCSHARES, INC.

Name: _____
Address: _____
Date: _____

ServisFirst Bancshares, Inc.

Attn: Chief Executive Officer

Re: Exercise of Nonqualified Stock Option

Gentlemen:

Subject to acceptance hereof by ServisFirst Bancshares, Inc., a Delaware corporation, (the "Company") and pursuant to the provisions of the ServisFirst Bancshares, Inc. Amended and Restated 2009 Stock Incentive Plan (the "Plan"), I hereby give notice of my election to exercise options granted to me to purchase _____ shares of Common Stock of the Company under the Nonqualified Stock Option Award (the "Award") dated as of _____. The purchase shall take place as of _____ (the "Exercise Date").

On or before the Exercise Date, I will pay the applicable Purchase Price as follows:

- by delivery of cash or a certified check in the amount of \$_____ for the full Purchase Price payable to the order of ServisFirst Bancshares, Inc.
- by delivery of shares of the Common Stock of the Company owned by me and acceptable to the Committee having an aggregate Fair Market Value (valued at the date of exercise) that is equal to the Purchase Price.

The required federal, state and local income tax withholding obligations, if any, on the exercise of the Award shall also be paid on or before the Exercise Date in cash or with previously owned shares of Common Stock, as provided in the Award, or in the manner provided in the Withholding Election previously tendered or to be tendered to the Company no later than the Exercise Date.

As soon as the stock certificate is registered in my name, please deliver it to me at the above address.

Very truly yours,

Signature

Number of Shares Exercised: _____

Number of Shares Remaining: _____

Date: _____

AGREED TO AND ACCEPTED:

SERVISFIRST BANCSHARES, INC.

By: _____

Name: _____

Its: _____

EXHIBIT 2
NOTICE OF WITHHOLDING ELECTION
SERVISFIRST BANCSHARES, INC.

Name: _____
Address: _____
Date: _____

ServisFirst Bancshares, Inc.

Attn: Chief Executive Officer

RE: Withholding Election

This election relates to the Option identified in Paragraph 3 below. I hereby certify that:

1. My correct name and social security number and my current address are set forth at the end of this document.
2. I am (check one, whichever is applicable).
 - the original recipient of the Option.
 - the legal representative of the estate of the original recipient of the Option.
3. The Option to which this election relates was issued under the ServisFirst Bancshares, Inc. Amended and Restated 2009 Stock Incentive Plan (the "Plan") in the name of _____ for the purchase of a total of _____ shares of Common Stock of the Company. This election relates to shares of Common Stock issuable upon exercise of the Option, provided that the numbers set forth above shall be deemed changed as appropriate to reflect the applicable Plan provisions.
4. In connection with any exercise of the Option with respect to the Common Stock, I hereby elect:
 - to remit to the Company an amount, payable in cash or by check, sufficient to satisfy federal, state, and local, if any, taxes arising from the exercise.
 - to have certain of the shares issuable pursuant to the exercise withheld by the Company for the purpose of having the value of the shares applied to pay federal, state, and local, if any, taxes arising from the exercise.
 - to tender shares held by me for a period of at least six (6) months prior to the exercise of the Option for the purpose of having the value of the shares applied to pay such taxes.
5. The shares to be withheld or tendered, as applicable, shall have, as of the Tax Date, a Fair Market Value equal to the statutory tax withholding requirement under federal, state, and local law in connection with the exercise.

6. This Withholding Election is made no later than the Tax Date and is otherwise timely made pursuant to the Plan.
7. I understand that this Withholding Election may not be revised, amended or revoked by me.
8. I further understand that, if applicable, the Company shall withhold from the shares a whole number of shares having a value sufficient to pay federal, state and local, if any, taxes arising from the exercise.
9. The Plan has been made available to me by the Company. I have read and understand the Plan and I have no reason to believe that any of the conditions to the making of this Withholding Election have not been met.
10. Capitalized terms used in this Notice of Withholding Election without definition shall have the meanings given to them in the Plan.

Signature

Name (Printed)

Social Security Number

Address: _____

Date: _____

**SCHEDULE 1
VESTING SCHEDULE
NONQUALIFIED STOCK OPTION AWARD
ISSUED PURSUANT TO THE
SERVISFIRST BANCSHARES, INC.
AMENDED AND RESTATED 2009 STOCK INCENTIVE PLAN**

A. The Option shares shall become vested Option shares following completion of the years of service as an employee of the Company or any Subsidiary as indicated in the schedule below.

Number of Option Shares which are Vested Shares	Years of Service after the Grant Date
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B. Notwithstanding Part A, accelerated vesting may apply in the following circumstances:

Event	Condition for Acceleration	Effective Date of Acceleration
Death	If you die.	Death
Disability	If your employment is terminated due to your Disability as defined in the Plan.	Your termination date
Change in Control	A Change in Control, as defined by the Plan, occurs.	The date of the Change in Control

C. For purposes of the Vesting Schedule, Optionee shall be granted a year of service for each twelve-consecutive-month period following the Grant Date and during which Optionee continues, at all times, as an employee of the Company or any Subsidiary.

**SERVISFIRST BANCSHARES, INC.
AMENDED AND RESTATED 2009 STOCK INCENTIVE PLAN
RESTRICTED STOCK AWARD AGREEMENT**

THIS AGREEMENT is made and entered into effective as of _____ (the "Grant Date"), by and between ServisFirst Bancshares, Inc., a Delaware corporation (the "Company"), and _____ (the "Grantee").

W I T N E S S E T H:

WHEREAS, the Company maintains the ServisFirst Bancshares, Inc. Amended and Restated 2009 Stock Incentive Plan (the "Plan"), and the Grantee has been selected by the Compensation Committee to receive a grant of Restricted Stock under the Plan;

WHEREAS, all terms not defined herein shall have the meaning set forth in the Plan.

NOW, THEREFORE, IT IS AGREED, by and between the Company and the Grantee, as follows:

1. Award of Restricted Stock

1.1 The Company hereby grants to the Grantee as of the date of this Agreement an award of _____ (_____) shares of restricted Common Stock ("Restricted Stock"), for a purchase price of \$0.00, subject to, and in accordance with, the restrictions, terms and conditions set forth in this Agreement and in the Plan.

1.2 This Award is conditioned on the Grantee's execution of this Agreement and the delivery of the stock power described in Section 3 below. If such documentation is not executed by the Grantee and returned to the Company within one week of the Grant Date, it may be canceled by the Compensation Committee resulting in the immediate forfeiture of all Restricted Stock.

2. Restrictions; Vesting

2.1 Subject to Section 2.2 below if the Grantee remains employed by the Company, the Grantee shall become vested in the Restricted Stock as follows:

Date	Percent Vested	Cumulative Vesting
1 st Anniversary of Grant Date	%	%
2 nd Anniversary of Grant Date	%	%
3 rd Anniversary of Grant Date	%	%
4 th Anniversary of Grant Date	%	%
5 th Anniversary of Grant Date	%	%

2.2 In accordance with Section 10(c) of the Plan, in the event Grantee's employment terminates as a result of Grantee's death (other than as a result of suicide), Disability or Change in Control, Grantee shall become fully vested in the Restricted Stock. In the event Grantee's employment terminates for any other reason (including as a result of suicide), all unvested Restricted Stock shall be forfeited.

2.3 Notwithstanding the foregoing, in the event that the above vesting schedule results in the vesting of any fractional shares of Stock, such fractional shares shall not be deemed vested

hereunder but shall vest and become nonforfeitable when such fractional shares aggregate whole shares of Common Stock.

3. Certificates

Certificates evidencing the Restricted Stock shall be issued by the Company and shall be registered in the Grantee's name on the stock transfer books of the Company promptly after the date hereof, but such certificates shall remain in the physical custody of the Company or its designee at all times prior to the vesting of such Restricted Stock pursuant to Section 2. As a condition to the receipt of this Restricted Stock Award, the Grantee shall deliver to the Company a stock power, duly endorsed in blank, relating to the Restricted Stock. No certificates shall be issued for fractional shares of Common Stock.

4. Stock; Dividends; Voting

4.1 The Grantee shall be the record owner of the Restricted Stock until or unless such Restricted Stock is forfeited pursuant to Section 2.2 hereof, and as record owner shall be entitled to all rights of a common stockholder of the Company, including without limitation, voting rights with respect to the Restricted Stock (subject to any voting rights restrictions set forth in the Stock Transfer Agreement), and the Grantee shall receive, when paid, any dividends on all of the Restricted Stock granted hereunder as to which the Grantee is the record holder on the applicable record date; provided that the Restricted Stock shall be subject to the limitations on transfer and encumbrance set forth in Section 5.

4.2 In the event of any adjustments in outstanding shares of Common Stock as provided in Section 3 of the Plan, the number and class of shares of Restricted Stock or other securities to which the Grantee shall be entitled pursuant to this Agreement shall be appropriately adjusted or changed to reflect such change, provided that any such additional Restricted Stock or additional or different shares or securities shall remain subject to the restrictions in this Agreement.

4.3 The Grantee represents and warrants that he is acquiring the Restricted Stock under this Agreement for investment purposes only, and not with a view to distribution thereof. The Grantee is aware that the Restricted Stock may not be registered under the federal or any state securities laws and that, in addition to the other restrictions on the Restricted Stock, the Restricted Stock will not be able to be transferred unless an exemption from registration is available. By making this award of Restricted Stock, the Company is not undertaking any obligation to register the Restricted Stock under any federal or state securities laws.

5. Nontransferability

Unless the Compensation Committee specifically determines otherwise, this award of Restricted Stock is personal to the Grantee, and the Restricted Stock may not be sold, assigned, transferred, pledged or otherwise encumbered. Any such purported transfer or assignment shall be null and void.

6. No Right to Continued Employment

Nothing in this Agreement or the Plan shall be interpreted or construed to confer upon the Grantee any right with respect to continuance of employment by the Company, nor shall this Agreement or the Plan interfere in any way with the right of the Company to terminate at any time the Grantee's employment, subject to Grantee's rights under this Agreement.

7. Taxes and Withholding

7.1 The Grantee agrees that, no later than the first to occur of (i) the date as of which the restrictions on the Restricted Stock shall lapse with respect to all or any of the Restricted Stock covered by this Agreement or (ii) the date required by Section 7.2 below, the Grantee shall pay to the Company (in cash or to the extent permitted by the Compensation Committee, by tendering Common Stock held by the Grantee, including shares of Restricted Stock held in escrow that become vested, with a Fair Market Value on the date the Restricted Stock vests equal to the amount of the Grantee's statutory tax withholding liability, or to the extent permitted by the Compensation Committee, a combination thereof) any federal, state or local taxes of any kind required by law to be withheld, if any, with respect to the Restricted Stock for which the restrictions shall lapse. The Company shall, to the extent permitted by law, have the right to deduct from any payment of any kind otherwise due to the Grantee any federal, state or local taxes of any kind required by law to be withheld with respect to the shares of such Restricted Stock.

7.2 The Grantee may elect, within thirty (30) days of the Grant Date, to include in gross income for federal income tax purposes an amount equal to the Fair Market Value of the Restricted Stock less the amount, if any, paid by the Grantee (other than by prior services) for the Restricted Stock granted hereunder pursuant to Section 83(b) of the Code. In connection with any such Section 83(b) election, the Grantee shall pay to the Company, or make such other arrangements satisfactory to the Compensation Committee to pay to the Company based on the Fair Market Value of the Restricted Stock on the Grant Date, any federal, state or local taxes required by law to be withheld with respect to such Restricted Stock at the time of such election. If the Grantee fails to make such payments, the Company shall, to the extent permitted by law, have the right to deduct from any payment of any kind otherwise due to the Grantee any federal, state or local taxes required by law to be withheld with respect to such Restricted Stock.

8. Grantee Bound By The Plan

The Grantee hereby acknowledges receipt of a copy of the Plan and, except as otherwise provided herein, agrees to be bound by all the terms and provisions thereof.

9. Modification of Agreement

This Agreement may be modified, amended, suspended or terminated, and any terms or conditions may be waived, but only by a written instrument executed by the parties hereto.

10. Severability

Should any provision of this Agreement be held by a court of competent jurisdiction to be unenforceable or invalid for any reason, the remaining provisions of this Agreement shall not be affected by such holding and shall continue in full force in accordance with their terms.

11. Governing Law

The validity, interpretation, construction and performance of this Agreement shall be governed by the laws of the State of Delaware without giving effect to the conflicts of laws principles thereof.

12. Successors in Interest

This Agreement shall inure to the benefit of, and be binding upon, the Company and its successors and assigns, and upon any person acquiring, whether by merger, consolidation, reorganization, purchase of stock or assets, or otherwise, all or substantially all of the Company's assets and business. This Agreement shall inure to the benefit of the Grantee's legal representatives. All obligations imposed upon the Grantee and all rights granted to the Company under this Agreement shall be final, binding and conclusive upon the Grantee's heirs, executors, administrators and successors.

13. Resolution of Disputes

Any dispute or disagreement that may arise under, or as a result of, or in any way relate to the interpretation, construction or application of this Agreement shall be determined by the Compensation Committee. Any determination made hereunder shall be final, binding and conclusive on the Grantee and the Company for all purposes.

14. Securities Laws

Upon the vesting of any Restricted Stock, the Grantee will make or enter into such written representations, warranties and agreements as the Compensation Committee may reasonably request in order to comply with applicable securities law or with this Agreement. Grantee understands that Rule 144 promulgated under the Securities Act of 1933, as amended, may indefinitely restrict transfer of the Restricted Stock so long as Grantee remains an "affiliate" of the Company or if "current public information" (as defined in Rule 144) about the Company is not publicly available.

15. Restrictive Legends and Stop-Transfer Orders

15.1 Legends. To the extent that stock certificate(s) representing unvested Restricted Stock are issued in physical form rather than through book entry with the Company's transfer agent, Grantee understands and agrees that the Company will place the legends set forth below or similar legends on any stock certificate(s) evidencing the Restricted Stock, together with any other legends that may be required by federal or state securities laws, the Company's Certificate of Incorporation or Bylaws, any other agreement between Grantee and the Company or any agreement between Grantee and any third party:

THE SHARES REPRESENTED BY THIS CERTIFICATE ARE SUBJECT TO CERTAIN RESTRICTIONS ON PUBLIC RESALE AND TRANSFER, AS SET FORTH IN A RESTRICTED STOCK AWARD AGREEMENT BETWEEN THE ISSUER AND THE ORIGINAL HOLDER OF THESE SHARES. SUCH PUBLIC SALE AND TRANSFER RESTRICTIONS ARE BINDING ON TRANSFEREES OF THESE SHARES.

The above legend shall be removed at such time as the Restricted Stock in question is no longer subject to restrictions on public resale and transfer pursuant to this Agreement. Any legends required by applicable federal or state securities laws shall be removed at such time as such legends are no longer required. Any legends required by any stock transfer agreement, or any other agreement of similar nature, shall be removed at such time as such legends are no longer required.

15.2 Stop-Transfer Instructions. Grantee agrees that, to ensure compliance with the restrictions imposed by this Agreement, the Company may issue appropriate "stop-transfer" instructions to its transfer agent, if any, and if the Company transfers its own securities, it may make appropriate notations to the same effect in its own records.

15.3 Refusal to Transfer. The Company will not be required (i) to transfer on its books any shares of Restricted Stock that have been sold or otherwise transferred in violation of any of the provisions of this Agreement or (ii) to treat as owner of such shares, or to accord the right to vote or pay dividends to any purchaser or other transferee to whom such shares have been so transferred.

16. Signature in Counterparts

This Agreement may be signed in counterparts, each of which shall be an original, with the same effect as if the signatures thereto and hereto were upon the same instrument.

[Signature Page Follows.]

IN WITNESS WHEREOF, the parties have executed this Agreement effective as of the date first above written.

COMPANY:

SERVISFIRST BANCSHARES, INC.

By: _____

Its: _____

Date: _____

GRANTEE:

Date: _____



June 17, 2014

ServisFirst Bancshares, Inc.
850 Shades Crest Parkway, Suite 200
Birmingham, Alabama 35209

Re: ServisFirst Bancshares, Inc.
Registration Statement on Form S-8

Ladies and Gentlemen:

In our capacity as counsel for ServisFirst Bancshares, Inc., a Delaware corporation (the "Company"), we have examined the Registration Statement on Form S-8 (the "Registration Statement"), in form as proposed to be filed by the Company with the Securities and Exchange Commission under the provisions of the Securities Act of 1933, as amended (the "Securities Act"), in connection with the offering by the Company of up to 500,000 shares of the Company's Common Stock, par value \$0.001 per share (the "Shares"), issuable under the ServisFirst Bancshares, Inc. Amended and Restated 2009 Stock Incentive Plan (the "Plan").

We have examined the Plan and the originals, or photostatic or certified copies, of such records of the Company and certificates of officers of the Company and of public officials and such other documents as we have deemed relevant and necessary as the basis for the opinions set forth below. We have also made such other investigations as we have deemed relevant and necessary or appropriate in connection with the opinion hereinafter set forth. In our examination, we have assumed the genuineness of all signatures, the legal capacity and competency of all natural persons, the authenticity of all documents submitted to us as originals and the conformity to original documents of all documents submitted to us as copies. We have also assumed that there are no agreements or understandings between or among the Company and any participants in the Plan that would expand, modify or otherwise affect the terms of the Plan or the respective rights or obligations of the participants thereunder. Finally, we have assumed the accuracy of all other information provided to us by the Company during the course of our investigations, on which we have relied in issuing the opinion expressed below.

It is understood that this opinion is to be used only in connection with the offer and sale of the Shares while the Registration Statement is in effect.

Based upon the foregoing and in reliance thereon, we are of the opinion that the Shares to be issued by the Company under the Plan have been duly authorized for issuance and, when issued and delivered in accordance with the terms and conditions of the Plan, will be validly issued, fully paid and nonassessable.

We hereby consent to the filing of this opinion with the Securities and Exchange Commission as an Exhibit to the Registration Statement. In giving such consent, we do not hereby admit that we are in the category of persons whose consent is required under Section 7 of the Securities Act or the rules and regulations of the Securities and Exchange Commission.

Yours very truly,

/s/ Bradley Arant Boult Cummings LLP

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Consent of Independent Registered Public Accounting Firm

We consent to the incorporation by reference in the Registration Statement on Form S-8 pertaining to the ServisFirst Bancshares, Inc. 2009 Amended and Restated Stock Incentive Plan of our reports dated March 7, 2014, with respect to the consolidated balance sheets of ServisFirst Bancshares, Inc. and subsidiaries as of December 31, 2013 and 2012, and the related consolidated statements of income, comprehensive income, changes in stockholders' equity, and cash flows for each of the years in the three-year period ended December 31, 2013, and the effectiveness of internal control over financial reporting as of December 31, 2013, which reports appear in the Amendment No. 1 to the December 31, 2013 Annual Report on Form 10-K of ServisFirst Bancshares, Inc.

/s/ kpmg llp

Birmingham, Alabama
June 13, 2014
