

305557

(Requestor's Name)

(Address)

(Address)

(City/State/Zip/Phone #)

☐ PICK-UP

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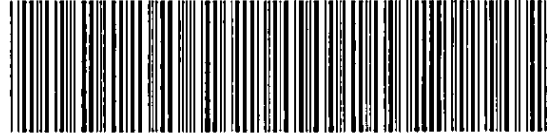
(Business Entity Name)

(Document Number)

Certified Copies _____ Certificates of Status _____

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TALLAHASSEE, FLORIDA

LTS
12-6-19

CORPORATION SERVICE COMPANY
1201 Hays Street
Tallahassee, FL 32301
Phone: 850-558-1500

ACCOUNT NO. : I20000000195

REFERENCE : 063113 4346135

AUTHORIZATION :

[Signature]

COST LIMIT : \$70.00 1

ORDER DATE : November 26, 2019

ORDER TIME : 10:31 AM

ORDER NO. : 063113-015

CUSTOMER NO: 4346135

ARTICLES OF MERGER

*

*****ATTENTION: LYN SHOFFSTALL*****
SUNTRUST BANK HOLDING COMPANY

*

INTO

BB&T CORPORATION

PLEASE RETURN THE FOLLOWING AS PROOF OF FILING:

CERTIFIED COPY

PLAIN STAMPED COPY

CONTACT PERSON: Kadesha Roberson

EXAMINER'S INITIALS: _____

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ARTICLES OF MERGER
(Profit Corporations)

CLERK OF CIRCUIT COURT
TALLAHASSEE, FLORIDA

The following articles of merger are submitted in accordance with the Florida Business Corporation Act; pursuant to section 607.1105, Florida Statutes.

First: The name and jurisdiction of each merging corporation:

<u>Name</u>	<u>Jurisdiction</u>	<u>Document Number</u> (if known/applicable)
BB&T Corporation	North Carolina	N/A
SunTrust Bank Holding Company	Florida	305557

Second: The Plan of Merger is attached.

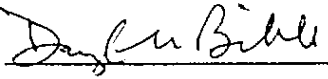
Third: The merger shall become effective on December 7, 2019 at 12:01 AM.

Fourth: The Plan of Merger was adopted by the board of directors of the surviving corporation on October 22, 2019 and shareholder approval was not required.

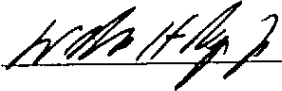
Fifth: The Plan of Merger was adopted by the sole shareholder of the merging corporation on September 25, 2019.

(Attach additional sheets if necessary)

Sixth: SIGNATURES FOR EACH CORPORATION

<u>Name of Corporation</u>	<u>Signature of an Officer or Director</u>	<u>Typed or Printed Name of Individual & Title</u>
<u>BB&T Corporation</u>	<u></u>	<u>Daryl N. Bible, Senior Executive Vice President and Chief Financial Officer</u>
<u>SunTrust Bank Holding Company</u>	<u></u>	<u></u>

Sixth: SIGNATURES FOR EACH CORPORATION

<u>Name of Corporation</u>	<u>Signature of an Officer or Director</u>	<u>Typed or Printed Name of Individual & Title</u>
BB&T Corporation		
SunTrust Bank Holding Company		William H. Rogers, Jr., Chairman and Chief Executive Officer

EXECUTION VERSION
FILED

19 DEC -6 AM 11:35

**AGREEMENT AND PLAN OF MERGER OF
BB&T CORPORATION
AND
SUNTRUST BANK HOLDING COMPANY**

TALLAHASSEE, FLORIDA

This Agreement and Plan of Merger (this "Agreement"), dated as of November 22, 2019, is made by and between BB&T Corporation, a North Carolina corporation ("BB&T"), and SunTrust Bank Holding Company, a Florida corporation ("SunTrust Holdco"). Each of BB&T and SunTrust Holdco may be referred to individually as a "Party," or together as the "Parties."

WITNESSETH:

WHEREAS, SunTrust Holdco is a Florida corporation, all the issued and outstanding capital stock of which is owned as of the date hereof by SunTrust Banks, Inc., a Georgia corporation ("SunTrust");

WHEREAS, SunTrust Bank is a Georgia-chartered bank ("SunTrust Bank"), all the issued and outstanding capital stock of which is owned as of the date hereof by SunTrust Holdco;

WHEREAS, BB&T and SunTrust have entered into an Agreement and Plan of Merger, dated as of February 7, 2019 and amended as of June 14, 2019 (as further amended and/or supplemented from time to time, the "Merger Agreement"), pursuant to which, subject to the terms and conditions thereof, SunTrust will merge with and into BB&T (the "Merger"), with BB&T continuing as the surviving entity (the "Surviving Entity");

WHEREAS, pursuant to the Merger Agreement and the Agreement and Plan of Merger, dated as of May 10, 2019, by and between Branch Banking and Trust Company, a North Carolina-chartered commercial bank ("Branch Bank") and SunTrust Bank, and subject to the terms and conditions thereof, following the Merger, SunTrust Bank will merge with and into Branch Bank (the "Bank Merger"), with Branch Bank continuing as the surviving entity;

WHEREAS, contingent upon the Merger, and prior to the Bank Merger, on the terms and subject to the conditions contained in this Agreement, the Parties intend to effect the merger of SunTrust Holdco with and into the Surviving Entity (the "Intermediate Merger"), with the Surviving Entity continuing as the surviving entity;

WHEREAS, the Board of Directors of BB&T and the Board of Directors of SunTrust Holdco have deemed the Intermediate Merger advisable, and have adopted and approved the execution and delivery of this Agreement and the transactions contemplated hereby; and

WHEREAS, acting by written consent, the sole shareholder of SunTrust Holdco has adopted this Agreement, the Intermediate Merger and the principal terms thereof.

NOW, THEREFORE, in consideration of the premises and of the mutual agreements herein contained, the Parties do hereby agree as follows:

ARTICLE I

INTERMEDIATE MERGER

Section 1.01 The Merger. Subject to the terms and conditions of this Agreement, at the Effective Time (as defined below), SunTrust Holdco shall be merged with and into the Surviving Entity pursuant to the provisions of, and with the effect provided in, applicable law. At the Effective Time, the separate existence of SunTrust Holdco shall cease, and the Surviving Entity, as the surviving entity in the Intermediate Merger (the "Surviving Holdco"), shall continue unaffected and unimpaired by the Intermediate Merger. All assets of SunTrust Holdco as they exist at the Effective Time of the Intermediate Merger shall pass to and vest in the Surviving Holdco without any conveyance or other transfer. The Surviving Holdco shall be responsible for all of the liabilities of every kind and description of each of the Parties existing as of the Effective Time of the Intermediate Merger.

Section 1.02 Closing. The closing of the Intermediate Merger will take place following the Merger and prior to the Bank Merger or at such other time and date as specified by the Parties, but in no case prior to the Merger or the date on which all of the conditions precedent to the consummation of the Intermediate Merger specified in this Agreement shall have been satisfied or duly waived by the Party entitled to satisfaction thereof, at such place as is agreed by the Parties.

Section 1.03 Effective Time. Subject to applicable law, the Intermediate Merger shall become effective as of the date and time specified in the Articles of Merger filed with the Secretary of State of the State of North Carolina and with the Secretary of State of the State of Florida (such date and time being herein referred to as the "Effective Time").

Section 1.04 Articles of Incorporation and Bylaws of the Surviving Holdco. The articles of incorporation and bylaws of the Surviving Entity in effect immediately prior to the Effective Time shall be the articles of incorporation and the bylaws of the Surviving Holdco, in each case until amended in accordance with applicable law and the terms thereof.

Section 1.05 Board of Directors and Officers of the Surviving Holdco. The directors and officers of the Surviving Entity as of immediately prior to the Effective Time shall be the directors and officers of the Surviving Holdco at the Effective Time.

Section 1.06 Tax Treatment. It is the intention of the Parties that the Intermediate Merger be treated for U.S. federal income tax purposes as a "reorganization" within the meaning of Section 368(a) of the Internal Revenue Code of 1986, as amended.

ARTICLE II

CONSIDERATION

Section 2.01 Effect on SunTrust Holdco Capital Stock. By virtue of the Intermediate Merger and without any action on the part of the holder of any capital stock of SunTrust Holdco, at the Effective Time, all shares of SunTrust Holdco capital stock issued and outstanding shall be

automatically cancelled and retired and shall cease to exist, and no cash, new shares of common stock, or other property shall be delivered in exchange therefor.

Section 2.02 Effect on Surviving Entity Capital Stock. Each share of Surviving Entity capital stock issued and outstanding immediately prior to the Effective Time shall remain issued and outstanding and unaffected by the Intermediate Merger.

ARTICLE III

COVENANTS

Section 3.01 During the period from the date of this Agreement and continuing until the Effective Time, subject to the provisions of the Merger Agreement, each of the Parties agrees to use all reasonable efforts to take, or cause to be taken, all actions and to do, or cause to be done, all things necessary, proper or advisable under applicable laws and regulations to consummate and make effective the transactions contemplated by this Agreement.

ARTICLE IV

CONDITIONS PRECEDENT

Section 4.01 The Intermediate Merger and the respective obligations of each Party to consummate the Intermediate Merger are subject to the fulfillment or written waiver of each of the following conditions prior to the Effective Time:

- a. The Merger shall have been consummated in accordance with the terms of the Merger Agreement.
- b. No order, injunction or decree issued by any court or governmental entity of competent jurisdiction or other legal restraint or prohibition preventing the consummation of the Intermediate Merger shall be in effect and no law, statute, rule, regulation, order, injunction or decree shall have been enacted, entered, promulgated or enforced by any governmental entity which prohibits or makes illegal consummation of the Intermediate Merger.

ARTICLE V

TERMINATION AND AMENDMENT

Section 5.01 Termination. This Agreement may be terminated at any time prior to the Effective Time by an instrument executed by each of the Parties. Notwithstanding the adoption of this Agreement by the sole shareholder of SunTrust Holdeo, this Agreement will terminate automatically prior to the Effective Time upon the termination of the Merger Agreement. In the event of termination of this Agreement as provided in this Section 5.01, this Agreement shall forthwith become void and have no effect.

Section 5.02 Amendment. This Agreement may not be amended, except by an instrument in writing signed on behalf of each of the Parties.

ARTICLE VI

GENERAL PROVISIONS

Section 6.01 Representations and Warranties. Each of the Parties represents and warrants that this Agreement has been duly authorized, executed and delivered by such Party and (assuming due authorization, execution and delivery by the other Party) constitutes a valid and binding obligation of such Party, enforceable against it in accordance with the terms hereof (except in all cases as such enforceability may be limited by bankruptcy, insolvency, moratorium, reorganization or similar laws of general applicability affecting the rights of creditors generally and the availability of equitable remedies).

Section 6.02 Nonsurvival of Agreements. None of the agreements in this Agreement or in any instrument delivered pursuant to this Agreement shall survive the Effective Time.

Section 6.03 Notices. All notices and other communications hereunder shall be in writing and shall be deemed given if delivered personally, by e-mail transmission (with confirmation), mailed by registered or certified mail (return receipt requested) or delivered by an express courier (with confirmation) to the parties at the following addresses (or at such other address for a party as shall be specified by like notice):

- (a) if to SunTrust Holdco, to:

SunTrust Banks, Inc.
303 Peachtree Street, N.E.
Atlanta, Georgia 30308
Attention: Ellen Fitzsimmons, General Counsel
E-mail: Ellen.Fitzsimmons@SunTrust.com

With a copy (which shall not constitute notice) to:

Sullivan & Cromwell LLP
125 Broad Street
New York, New York 10004
Attention: H. Rodgin Cohen
Mitchell S. Eitel
Email: cohenhr@sullerom.com
eitelm@sullerom.com

and

- (b) if to BB&T, to:

BB&T Corporation
200 West Second Street
Winston-Salem, North Carolina 27101
Attention: Robert J. Johnson Jr., Senior Executive Vice President,
General Counsel, Secretary and Chief Corporate

Governance Officer
E-mail: RJJohnson@BBandT.com

With a copy (which shall not constitute notice) to:

Wachtell, Lipton, Rosen & Katz
51 West 52nd Street
New York, NY 10019
Attention: Edward D. Herlihy
Matthew M. Guest
E-mail: EDHerlihy@wlrk.com
MGuest@wlrk.com

Section 6.04 Interpretation. The words "hereof," "herein" and "hereunder" and words of similar import when used in this Agreement shall refer to this Agreement as a whole and not to any particular provision of this Agreement, and section references are to this Agreement unless otherwise specified. The headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement.

Section 6.05 Counterparts. This Agreement may be executed in counterparts, all of which shall be considered one and the same agreement and shall become effective when counterparts have been signed by each of the Parties and delivered to the other Party, it being understood that all Parties need not sign the same counterpart.

Section 6.06 Entire Agreement. This Agreement constitutes the entire agreement between the Parties and supersedes all prior agreements and understandings, both written and oral, between the Parties with respect to the subject matter hereof.

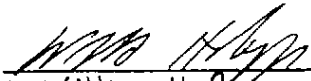
Section 6.07 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Delaware, without regard to any applicable conflicts of law principles.

Section 6.08 Assignment. Neither this Agreement nor any of the rights, interests or obligations may be assigned by any of the Parties and any attempted assignment in contravention of this Section 6.08 shall be null and void.

[Signature page follows]

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed in counterparts by their duly authorized officers and attested by their officers thereunto duly authorized, all as of the day and year first above written.

SUNTRUST BANK HOLDING COMPANY


By: William H. Rogers, Jr.
Title: Chairman and CEO

BB&T CORPORATION


By: Daryl N. Bible
Title: Senior Executive Vice President and Chief
Financial Officer

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed in counterparts by their duly authorized officers and attested by their officers thereunto duly authorized, all as of the day and year first above written.

SUNTRUST BANK HOLDING COMPANY

By:
Title:

BB&T CORPORATION



By: Daryl N. Bible
Title: Senior Executive Vice President and
Chief Financial Officer