

F00000003305

Pennington Law Firm
(Requestor's Name)

KAREN Botino
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(City, State, Zip) (Phone #)

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CORPORATION NAME(S) & DOCUMENT NUMBER(S) (if known):

1. _____
(Corporation Name) (Document #)
2. _____
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NEW FILINGS	
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<input type="checkbox"/>	Other

AMENDMENTS	
<input type="checkbox"/>	Amendment
<input type="checkbox"/>	Resignation of R.A., Officer/Director
<input type="checkbox"/>	Change of Registered Agent
<input type="checkbox"/>	Dissolution/Withdrawal
<input checked="" type="checkbox"/>	Merger

OTHER FILINGS	
<input type="checkbox"/>	Annual Report
<input type="checkbox"/>	Fictitious Name
<input type="checkbox"/>	Name Reservation

REGISTRATION/ QUALIFICATION	
<input type="checkbox"/>	Foreign
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TALLAHASSEE, FLORIDA

Merger 12-18-2000

Examiner's Initials LP

ARTICLES OF MERGER
Merger Sheet

MERGING:

FIRST BANK, a Florida corporation (Document #K40365)

INTO

SOUTHTRUST BANK, an Alabama entity, F00000003305

File date: December 15, 2000

Corporate Specialist: Louise Flemming-Jackson

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**ARTICLES OF MERGER
OF
FIRST BANK
WITH AND INTO
SOUTHTRUST BANK**

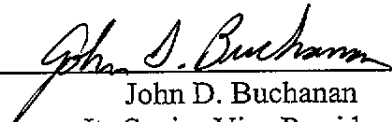
In accordance with the provisions of Sections 607.1105 and 607.1107 of the Florida General Corporation Act, SouthTrust Bank, an Alabama banking corporation ("SouthTrust Bank"), does hereby adopt and deliver for filing the following Articles of Merger for the purpose of merging First Bank, a Florida banking corporation ("First Bank"), with and into SouthTrust Bank:

1. The laws of the states of Alabama and Florida permit such merger.
2. The name of the surviving corporation is SouthTrust Bank, and it will be governed by the laws of the State of Alabama.
3. The Agreement and Plan of Merger attached hereto as Exhibit A and made a part hereof (the "Plan of Merger") was duly approved by the boards of directors and shareholders of each of SouthTrust Bank and First Bank. The date of the approval of the Plan of Merger by the Board of Directors and sole shareholder of SouthTrust Bank was October 2, 2000. The date of the approval of the Plan of Merger by the Board of Directors of First Bank was October 3, 2000, and the date of the approval of the Plan of Merger by the sole shareholder of First Bank was December 14, 2000.
4. First Bank has issued and outstanding 400,000 shares of common stock, par value \$5.00 per share, each of which was entitled to one vote with respect to the Plan of Merger. All 400,000 shares of common stock of First Bank were voted in favor of the Plan of Merger, no shares of common stock of First Bank were voted against the Plan of Merger, and no shares of common stock of First Bank abstained.
5. SouthTrust Bank has issued and outstanding 1,020,000 shares of common stock, par value \$8.83 per share, each of which was entitled to one vote with respect to the Plan of Merger. All 1,020,000 shares of common stock of SouthTrust Bank were voted in favor of the Plan of Merger, no shares of common stock of SouthTrust Bank were voted against the Plan of Merger, and no shares of common stock of SouthTrust Bank abstained.
6. The effective time and date of these Articles of Merger is 4:05 p.m. Birmingham, Alabama time, December 15, 2000.


[Signatures follow on next page.]

IN WITNESS WHEREOF, each of the undersigned corporations has duly caused these Articles of Merger to be executed by its duly authorized officer as of this 15th day of December, 2000.

SOUTHTRUST BANK

By: 
John D. Buchanan
Its Senior Vice President

FIRST BANK

By: 
F. C. Nixon
Its President

SUBSIDIARY BANKS AGREEMENT AND PLAN OF MERGER

THIS SUBSIDIARY BANKS AGREEMENT AND PLAN OF MERGER (the "Agreement") dated as of this 3rd day of October, 2000 between FIRST BANK, a Florida corporation (the "Target-Bank") and a wholly-owned subsidiary of FIRST BANK HOLDING COMPANY, a Florida corporation ("Target"), and SOUTHTRUST BANK, an Alabama banking corporation ("ST-Bank") and a wholly-owned subsidiary of SOUTHTRUST OF ALABAMA, INC., an Alabama corporation ("ST-Sub"), which is in turn a wholly-owned subsidiary of SOUTHTRUST CORPORATION, a Delaware corporation ("SouthTrust").

WITNESSETH:

WHEREAS, the Boards of Directors of ST-Sub, SouthTrust and the Target have approved, and deem it advisable and in the best interests of their respective shareholders to consummate, the transactions set forth in the Agreement and Plan of Merger dated as of September 28, 2000, among ST-Sub and the Target, and joined in by SouthTrust and by the Board of Directors of Target (the "Merger Agreement"), pursuant to which the Target will be merged with and into ST-Sub (the "Merger");

WHEREAS, the Boards of Directors of the Target-Bank and ST-Bank have approved, and deem it advisable to consummate, the transactions provided for herein pursuant to which the Target-Bank will merge with and into ST-Bank, subject to and as soon as practicable following the consummation of the Merger; and

WHEREAS, the parties to this Agreement contemplate that the transactions set forth herein shall qualify pursuant to Section 368 of the Internal Revenue Code of 1986, as amended (the "Code"), and that this Agreement constitutes a plan of reorganization pursuant to Section 368 of the Code.

NOW, THEREFORE, in consideration of the foregoing and the respective covenants and agreements set forth herein and in the Merger Agreement, the parties hereto agree as follows:

ARTICLE I THE MERGER

1.1 Merger. (a) Subject to the provisions hereof, Target-Bank shall be merged with and into ST-Bank (the "Subsidiary Merger") under the Articles of Incorporation of ST-Bank, and ST-Bank shall be the surviving corporation (sometimes hereinafter referred to as the "Corporation" when reference is made to it after the Effective Time of the Merger (as defined below)). The main office of Target-Bank is located at 1997 Capital Circle in Tallahassee, Florida and the main office of ST-Bank is located at 420 North 20th Street in Birmingham, Alabama. The name of the surviving corporation shall be SouthTrust Bank, and the business of the Corporation shall be that of an Alabama banking corporation, including, without limitation the exercise of trust powers. This business shall be conducted by the Corporation at its main office, which shall be located in

Birmingham, Alabama and at its legally established branches and trust service offices, the locations of which shall be the same as the existing branches and trust service offices of Target-Bank and ST-Bank.

(b) The Subsidiary Merger shall occur immediately following the consummation of the Merger (the "Effective Time of the Subsidiary Merger"), or at such other date and time as ST-Bank and Target-Bank may mutually designate; provided, however, that the Subsidiary Merger shall not occur and shall not be effective unless and until approved by the Board of Governors of the Federal Reserve System, the Alabama State Banking Department and the Comptroller of the State of Florida.

1.2 Effect of Merger. At the Effective Time of the Subsidiary Merger, Target-Bank shall be merged with and into ST-Bank and the separate existence of Target-Bank shall cease. All of the shares of capital stock of the Target-Bank issued and outstanding as of the Effective Time of the Subsidiary Merger, and all rights in respect thereof, shall be canceled. The shares of capital stock of ST-Bank outstanding immediately prior to consummation of the Subsidiary Merger shall constitute the only outstanding shares of capital stock of the Corporation following consummation of the Subsidiary Merger.

1.3 Conveyance. All assets of Target-Bank and ST-Bank as they exist at the Effective Time of the Subsidiary Merger shall pass to, and vest in, the Corporation without any conveyance or other transfer. The Corporation shall be responsible for all the liabilities of every kind and description of each of ST-Bank and Target-Bank existing as of the Effective Time of the Subsidiary Merger, including the liabilities arising from the operation of a trust department, and including the liabilities arising from the liquidation account of the Target-Bank.

1.4 Board of Directors and Officers; Articles of Incorporation; Bylaws. The present Board of Directors and Officers of ST-Bank shall continue to serve as the Board of Directors and Officers of the Corporation until the next annual meeting or until such time as their successors have been elected and have qualified. Effective as of the time this Merger shall become effective, the Articles of Incorporation and the Bylaws of the Corporation shall be the Articles of Incorporation and Bylaws of ST-Bank as in effect immediately prior to the Subsidiary Merger.

1.5 Savings Accounts. From and after the Effective Time of the Subsidiary Merger, savings accounts of the Corporation shall be issued in a manner consistent with the issuance of savings accounts by ST-Bank prior to the Effective Time of the Subsidiary Merger.

ARTICLE II CAPITALIZATION

2.1 Capitalization of Target-Bank and ST-Bank. As of June 30, 2000, the Target-Bank had a total capital of \$8,514,000, divided into 400,000 shares of common stock, each of \$5.00 par value, surplus of \$2,000,000, undivided profits, including capital reserves, of \$4,862,000, and unrealized losses on securities available for sale of \$(348,000). As of June 30, 2000, ST-Bank had total capital of \$3,303,077,600, divided into 1,020,000 shares of common stock, each of \$8.83 par value, surplus of \$1,760,236,000, undivided profits, including capital reserves, of \$1,665,644,000, and unrealized losses on securities available for sale of \$(131,809,000).

2.2 Capitalization of Corporation. The amount of capital stock of the Corporation shall be \$9,006,600, divided into 1,020,000 shares of Common Stock, each of \$8.83 par value.

ARTICLE III COVENANTS

3.1 Covenants of Target-Bank and ST-Bank. During the period from the date of this Agreement and continuing until the Effective Time of the Subsidiary Merger, each of the parties hereto agrees to observe and perform all agreements and covenants in the Merger Agreement that pertain or are applicable to Target-Bank and ST-Bank, respectively. Each of the parties hereto agrees to use all reasonable efforts to take, or cause to be taken, all action 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, subject to and in accordance with the applicable provisions of the Merger Agreement.

ARTICLE IV CONDITIONS PRECEDENT

4.1 Conditions to Each Party's Obligation to Effect the Subsidiary Merger. The respective obligations of each party to effect the Subsidiary Merger shall be subject to the satisfaction prior to the Effective Time of the Subsidiary Merger of the following conditions:

(a) Effective Time of the Merger. The Effective Time of the Merger (as defined in the Merger Agreement) shall have occurred.

(b) No Injunctions or Restraints; Illegality. No temporary restraining order, preliminary or permanent injunction or other order issued by any court of competent jurisdiction or other legal restraint or prohibition preventing the consummation of the Subsidiary Merger shall be in effect. There shall not be any action taken, or any statute, rule, regulation or order enacted, enforced or deemed applicable to the Subsidiary Merger, which makes the consummation of the Subsidiary Merger illegal as of the Effective Time of the Subsidiary Merger.

(c) Shareholder Approval. The sole shareholder of ST-Bank and the sole shareholder of the Target-Bank each shall have voted affirmatively to approve the Subsidiary Merger by not less than a majority of the outstanding voting stock of ST-Bank and the Target-Bank, respectively.

(d) Other Approvals. All requisite regulatory approvals relating to the Subsidiary Merger shall have been obtained and continue to be in full force and effect, and all waiting and notice periods under applicable law shall have expired.

ARTICLE V TERMINATION AND AMENDMENT

5.1 Termination. This Agreement shall be terminated immediately and without any action on the part of the Target-Bank or ST-Bank upon any termination of the Merger Agreement.

5.2 Effect of Termination. In the event of termination of this Agreement as provided in Section 5.1 hereof, this Agreement shall forthwith become void and there shall be no liability or obligation on the part of the Target-Bank or ST-Bank or their respective officers or directors.

5.3 Amendment. This Agreement may be amended by the parties hereto, by action taken or authorized by their respective Boards of Directors. This Agreement may not be amended except by an instrument in writing signed on behalf of each of the parties hereto.

ARTICLE VI GENERAL PROVISIONS

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

6.2 Notices. All notices and other communications hereunder shall be in writing and shall be deemed given if delivered personally, telecopied (with confirmation) or mailed by registered or certified mail (return receipt requested) to the Target-Bank or ST-Bank, respectively, at the addresses for notices to the Target or SouthTrust, respectively, as set forth in the Merger Agreement, with copies to the persons referred to therein.

6.3 Interpretation. When a reference is made in this Agreement to Sections, such reference shall be to a Section of this Agreement unless otherwise indicated. 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. Whenever the words "include," "includes" or "including" are used in this Agreement, they shall be deemed to be followed by the words "without limitation."

6.4 Counterparts. This Agreement may be executed in two counterparts, both of which shall be considered one and the same agreement and shall become effective when both counterparts have been signed by each of the parties and delivered to the other party, it being understood that both parties need not sign the same counterpart.

6.5 Entire Agreement. Except as otherwise set forth in the Merger Agreement, this Agreement (including the documents and the instruments referred to herein) constitutes the entire agreement and supersedes all prior agreements and understandings, both written and oral, among the parties with respect to the subject matter hereof. This Agreement shall be subject to the terms and conditions of the Merger Agreement.

6.6 Assignment. Neither this Agreement nor any of the rights, interests or obligations hereunder shall be assigned by any of the parties hereto (whether by operation of law or otherwise) without the prior written consent of the other party.

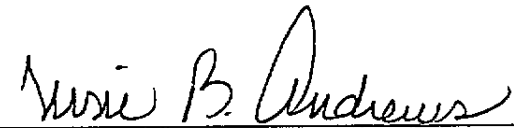
IN WITNESS WHEREOF, the signatures and seals of the Target-Bank and ST-Bank
this 3rd day of October, 2000, each set by its president or a vice president and attested
to by its cashier or secretary, pursuant to a resolution of its board of directors, acting by a majority.

FIRST BANK

By: _____


F. C. Nixon
Its President

Attest:

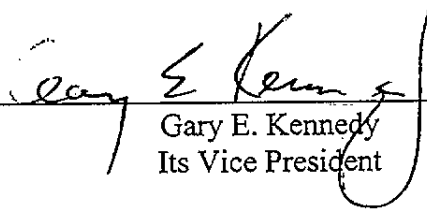


Cashier

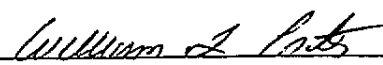
[Seal of Target-Bank]

SOUTHTRUST BANK

By: _____


Gary E. Kennedy
Its Vice President

Attest:



William L. Prater
Assistant Secretary

[Seal of ST-Bank]