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December 27, 2001

VIA FEDERAL EXPRESS

Florida Secretary of State
Division of Corporations
409 E. Gaines Street
Tallahassee, Florida 32399
Attention: Ms. Susan Payne

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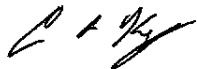
Re: Execution Copy of Articles of Merger

Dear Ms. Payne:

As we discussed earlier this month, please find enclosed an additional execution copy of the Articles of Merger of The Park Avenue Bank, a Georgia financial institution ("Park Avenue"), and Friendship Community Bank, a Florida financial institution ("Friendship"). Pursuant to the Merger, Friendship was merged with and into Park Avenue, with Park Avenue remaining in existence as the surviving financial institution in the Merger.

In addition, I have enclosed a check in the amount of \$78.75 in payment of the requisite filing fees. If you have any questions regarding the enclosed document, please call the undersigned at (404) 885-3309.

Very truly yours,



Eric A. Koontz

Enclosure

FILED
01 DEC 28 PM 2:02
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

merger
Spay
12/28/01

ARTICLES OF MERGER
Merger Sheet

MERGING:

FRIENDSHIP COMMUNITY BANK, a Florida corp., J83039

,

INTO

THE PARK AVENUE BANK, a Georgia entity, F01000003806

File date: December 28, 2001

Corporate Specialist: Susan Payne

FILED

01 DEC 28 PM 2:02

**ARTICLES OF MERGER
OF
FRIENDSHIP COMMUNITY BANK, a Florida Financial Institution
WITH AND INTO
THE PARK AVENUE BANK, a Georgia Financial Institution**

SECRETARY OF STATE
TALLAHASSEE, FLORIDA

Pursuant to the provisions of Section 658.2953 of the Florida Banking Code, the provisions of Section 607.1101 *et seq.* of the Florida Business Corporation Act, and the provisions of Section 7-1-530 *et seq.* of the Financial Institutions Code of Georgia, the undersigned corporations adopt the following Articles of Merger:

I.

The parties to that certain Agreement and Plan of Merger (the "Plan of Merger"), dated as of March 23, 2001, attached hereto as Exhibit A (the "Plan of Merger"), are The Park Avenue Bank, a Georgia financial institution ("Park Avenue"), Friendship Community Bank, a Florida financial institution ("Friendship"), and PAB Bankshares, Inc., a Georgia corporation (the "Holding Company," and together with Park Avenue and Friendship, the "Parties"). Pursuant to the Plan of Merger, Friendship shall merge with and into Park Avenue.

II.

The street address and county of the location of the main office and registered office of Park Avenue is 3102 North Oak Street Extension, Valdosta, Georgia, Lowndes County. The name, street address and county of the registered agent of Park Avenue is William S. Cowart, 3102 North Oak Street Extension, Valdosta, Georgia, Lowndes County. The street address and county of the location of the main office and registered office of Friendship is 8375 Southwest State Road, 200, Ocala, Florida, Marion County. The name, street address and county of the registered agent of Friendship is John C. Gibson, 8375 Southwest State Road, 200, Ocala, Florida, Marion County.

III.

The Plan of Merger was duly approved by the Board of Directors of Park Avenue and was duly approved and consented to in writing by the Holding Company, the sole shareholder of Park Avenue, on March 12, 2001. The Plan of Merger was duly approved by the Board of Directors of Friendship and was duly approved and consented to in writing by the Holding Company, the sole shareholder of Friendship, on March 12, 2001.

IV.

The merger shall become effective at 11:59 p.m. on June 22, 2001.

V.

The name of the resulting bank is "The Park Avenue Bank," a Georgia financial institution.

VI.

The names and addresses of the first directors of the resulting bank immediately following the merger will be as follows:

David Brown
3102 North Oak Street Extension
Valdosta, GA 31602

Thompson J. Kurrie, Jr.
3102 North Oak Street Extension
Valdosta, GA 31602

Walter W. Carroll, II
3102 North Oak Street Extension
Valdosta, GA 31602

Dr. Richard Nijem
3102 North Oak Street Extension
Valdosta, GA 31602

R. Ray Chitty
3102 North Oak Street Extension
Valdosta, GA 31602

J. Ferrell Scruggs, Jr.
3102 North Oak Street Extension
Valdosta, GA 31602

William S. Cowart
3102 North Oak Street Extension
Valdosta, GA 31602

Kenneth Scruggs
3102 North Oak Street Extension
Valdosta, GA 31602

James L. Dewar, Jr.
3102 North Oak Street Extension
Valdosta, GA 31602

Joe P. Singletary, III
3102 North Oak Street Extension
Valdosta, GA 31602

James L. Dewar, Sr.
3102 North Oak Street Extension
Valdosta, GA 31602

Charles O. Templeton
3102 North Oak Street Extension
Valdosta, GA 31602

James W. Godbee, Jr.
3102 North Oak Street Extension
Valdosta, GA 31602

Lavelle Webb
3102 North Oak Street Extension
Valdosta, GA 31602

Mike Godwin
3102 North Oak Street Extension
Valdosta, GA 31602

VII.

Pursuant to the provisions of Section 7-1-532 of the Financial Institutions Code of Georgia, Park Avenue certifies that a notice regarding the filing of these Articles of Merger has been mailed to the official organ of the county where the main office of Park Avenue and Friendship are located. Enclosed therewith is a request by Park Avenue that the notice of the filing of these Articles of Merger be published once a week for two consecutive weeks commencing within ten days after receipt of the notice by the official organ.

IN WITNESS WHEREOF, the undersigned financial institutions and corporation have executed these Articles of Merger, attested by their duly authorized officers, effective as of the date first above written.

[BANK SEAL]


THE PARK AVENUE BANK,
a Georgia financial institution


By: 
William S. Cowart, President

By: 
Nita Brantley, Secretary

[BANK SEAL]

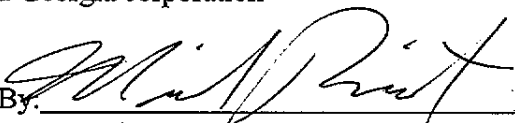
FRIENDSHIP COMMUNITY BANK,
a Florida financial institution

By: 
John C. Gibson, President

By: 
Michelle Bailey, Secretary

[CORPORATE SEAL]

PAB BANKSHARES, INC.
a Georgia corporation

By: 
Michael E. Ricketson, Chief Operating Officer

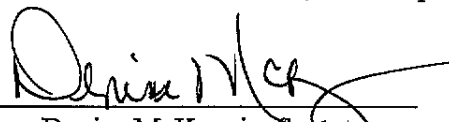
By: 
Denise McKenzie, Secretary

EXHIBIT A

(Agreement and Plan of Merger)

AGREEMENT AND PLAN OF MERGER

THIS AGREEMENT AND PLAN OF MERGER (the "Agreement") is entered into as of the 23rd day of March, 2001, by and among PAB BANKSHARES, INC., a corporation organized under the laws of the State of Georgia (the "Holding Company"), THE PARK AVENUE BANK, a Georgia financial institution and wholly owned subsidiary of the Holding Company ("Park Avenue"), and FRIENDSHIP COMMUNITY BANK, a Florida financial institution and wholly owned subsidiary of the Holding Company.

WITNESSETH:

WHEREAS, Park Avenue is a financial institution duly organized and existing under the laws of the State of Georgia, having its registered office at 3102 North Oak Street Extension, Valdosta, Georgia, Lowndes County; and

WHEREAS, Park Avenue has authorized capital stock consisting of 50,000 shares, \$10.00 par value per share, of which 50,000 shares have been duly issued and are outstanding (the "Park Avenue Common Stock"), and all of which are held by the Holding Company as of the date of this Agreement; and

WHEREAS, Friendship is a financial institution duly organized and existing under the laws of the State of Florida, having its registered office at 8375 Southwest State Road 200, Ocala, Florida, Marion County; and

WHEREAS, Friendship has authorized capital stock consisting of 1,000,000 shares, \$5.00 par value per share, of which 414,000 shares have been duly issued and are outstanding (the "Friendship Common Stock"), and all of which are held by the Holding Company as of the date of this Agreement; and

WHEREAS, the Boards of Directors of each of Park Avenue and Friendship (collectively, the "Constituent Banks") have deemed it advisable to merge Friendship with and into Park Avenue (the "Merger") and, by resolutions duly adopted, have approved the Merger on the terms and conditions hereinafter set forth in accordance with the laws of the State of Georgia which permit such a Merger and have directed that the Agreement be submitted to the respective shareholders of Park Avenue and Friendship; and

WHEREAS, the Holding Company is the sole shareholder of Park Avenue and Friendship and believes it is in the best interest of each of them to enter into the Merger, and the Board of Directors of the Holding Company, by resolutions duly adopted, has approved the Merger, and the Holding Company has agreed to be bound thereby;

NOW, THEREFORE, in consideration of the premises and of the mutual agreements, covenants and conditions hereinafter contained, and for the purpose of stating the method, terms and conditions of the Merger, the manner of carrying the same into effect and such other details and provisions as are deemed desirable, the parties hereto have agreed and do hereby agree, subject to the terms and conditions hereinafter set forth, as follows:

ARTICLE I

Subject to the terms and upon satisfaction of all requirements of law and the conditions specified in this Agreement, including receipt of the approval of the Georgia Department of Banking and Finance, the Federal Deposit Insurance Corporation and any other state or federal regulatory agency, the Merger shall become effective on the date that the Secretary of State of Georgia shall issue a certificate of merger with respect thereto in accordance with the provisions of Section 7-1-536 of the Financial Institutions Code of Georgia (the "Effective Date"), at which time the separate existence of Friendship shall cease and Friendship shall be merged, pursuant to Sections 7-1-530 et

seq. of the Financial Institutions Code of Georgia (the "FICG") and Sections 607.1101 et. seq. of the Florida Business Corporation Act (the "FBCA") with and into Park Avenue, which shall continue its corporate existence and be the financial institution surviving the Merger (the "Resulting Bank"). The Merger shall become effective upon the Effective Date pursuant to Section 7-1-536 of the FICG and Section 607.1105 of the FBCA.

ARTICLE II

The name of the Resulting Bank shall be "The Park Avenue Bank," a Georgia financial institution.

ARTICLE III

The Resulting Bank shall be governed by the laws of the State of Georgia. On the Effective Date, the existing Articles of Incorporation of Park Avenue shall be the Articles of Incorporation of the Resulting Bank until further amended in the manner provided by law. The purposes and powers of the Resulting Bank shall be as set forth in the currently existing Articles of Incorporation of Park Avenue until further amended in the manner provided by law.

ARTICLE IV

On the Effective Date, the existing Bylaws of Park Avenue shall be the Bylaws of the Resulting Bank, until the same shall thereafter be altered, amended or repealed in accordance with applicable law, the Articles of Incorporation and said Bylaws.

ARTICLE V

On the Effective Date, the persons who are the directors and the officers of Park Avenue immediately prior to the Effective Date shall be the directors and officers of the Resulting Bank and shall serve until their respective successors are elected or appointed pursuant to the Bylaws of the

Resulting Bank. If on the Effective Date a vacancy exists, it may thereafter be filled in the manner provided by the Bylaws of the Resulting Bank.

ARTICLE VI

The manner of carrying into effect the Merger provided in this Agreement shall be as follows:

Prior to the Merger, all outstanding shares of Friendship Common Stock are owned by the Holding Company. On the Effective Date, each share of Friendship Common Stock issued and outstanding shall be retired, canceled and extinguished.

ARTICLE VII

On the Effective Date, all of the assets, liabilities, equity, reserves and accounts of Friendship shall be transferred by Friendship to Park Avenue. From time to time as and when requested by the Resulting Bank, or by its successors or assigns, Friendship shall execute and deliver or cause to be executed and delivered all such other instruments and shall take or cause to be taken all such further or other actions as the Resulting Bank, or its successors or assigns, may deem necessary or desirable in order to vest in and confirm to the Resulting Bank and its successors and assigns title to and possession of all the property, rights, trusts, privileges, powers, duties, obligations, licenses and franchises of Friendship and otherwise to carry out the intent and purposes of this Agreement.

ARTICLE VIII

On the Effective Date, the assets, liabilities, equity, reserves and accounts of the Constituent Banks shall be recorded on the books of the Resulting Bank at the amounts at which they, respectively, shall then be carried on the books of said Constituent Banks, subject to such adjustments or eliminations of intercompany items as may be appropriate in giving effect to the Merger.

ARTICLE IX

Notwithstanding anything herein or elsewhere to the contrary, this Agreement may be terminated and abandoned by Friendship, Park Avenue and the Holding Company by appropriate resolution of any of their Boards of Directors at any time prior to the Effective Date of the Merger.

ARTICLE X

At any time before or after approval and adoption by the respective shareholders of Park Avenue and Friendship, this Agreement may be modified, amended or supplemented by additional agreements, articles or certificates as may be determined in the judgment of the respective Boards of Directors of the parties hereto to be necessary, desirable or expedient to further the purposes of this Agreement, to clarify the intention of the parties, to add to or modify the covenants, terms or conditions contained herein or to effectuate or facilitate any governmental approval of the Merger or this Agreement, or otherwise to effectuate or facilitate the consummation of the transactions contemplated hereby.

ARTICLE XI

This Agreement may be executed simultaneously in any number of counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.

IN WITNESS WHEREOF, each of the Constituent Banks and the Holding Company have caused this Agreement to be signed in its corporate name by its duly authorized officers all as of the date first above written.

THE PARK AVENUE BANK

By: William S. Cowart
William S. Cowart, President

Attest: Nita Brantley
Nita Brantley, Secretary

[BANK SEAL]

FRIENDSHIP COMMUNITY BANK


By: John C. Gibson
John C. Gibson, President

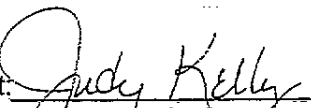
Attest: Michelle Bailey
Michelle Bailey, Secretary

[BANK SEAL]

[Signatures Continued from Preceding Page]

PAB BANKSHARES, INC.

By: 
R. Bradford Burnette, President and
Chief Executive Officer

Judy Kelly Attest:  *SVP*
~~Denise McKenzie, Secretary~~
Asst.
[CORPORATE SEAL]