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Merger
C.COULLETTE

JUN 01 2010

EXAMINER



CORPORATION SERVICE COMPANY

ACCOUNT NO. : I20000000195

REFERENCE : 390534 4305966

AUTHORIZATION :

[Handwritten signature]

COST LIMIT : \$ 78.75

ORDER DATE : May 20, 2010

ORDER TIME : 8:18 AM

ORDER NO. : 390534-045

CUSTOMER NO: 4305966

ARTICLES OF MERGER

SYNOVUS BANK

INTO

COLUMBUS BANK AND TRUST
COMPANY

PLEASE RETURN THE FOLLOWING AS PROOF OF FILING:

XXX CERTIFIED COPY
 PLAIN STAMPED COPY

CONTACT PERSON: Matthew Young

EXAMINER'S INITIALS: _____

**ARTICLES OF MERGER
OF
SYNOVUS BANK
(a Florida corporation)
WITH AND INTO
COLUMBUS BANK AND TRUST COMPANY
(a Georgia corporation)**

Pursuant to the provisions of Section 607.1105 of the Florida Business Corporation Act (the "Act"), the undersigned corporations hereby execute the following Articles of Merger:

1. The Agreement and Plan of Merger is attached hereto as Exhibit A and is incorporated herein by reference.
2. The merger shall be effective at 12:01 a.m. EDT on June 1, 2010.
3. The Agreement and Plan of Merger was adopted by the board of directors of Synovus Bank on March 3, 2010, by the sole shareholder of Synovus Bank on May 17, 2010, by the board of directors of Columbus Bank and Trust Company on March 15, 2010, and by the sole shareholder of Columbus Bank and Trust Company on May 17, 2010.

[Signatures on following page]

10 JUN - 1 PM 12:10
SECRETARY OF STATE
DIVISION OF CORPORATIONS

IN WITNESS WHEREOF, the undersigned corporations have caused these Articles of Merger to be executed by their duly authorized officers this 18th day of May, 2010.

SYNOVUS BANK

By: 

Name: DAVID W. DUNBAR

Title: CHAIRMAN : CEO

COLUMBUS BANK AND TRUST COMPANY

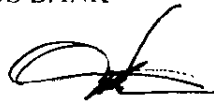
By: _____

Name: _____

Title: _____

IN WITNESS WHEREOF, the undersigned corporations have caused these Articles of Merger to be executed by their duly authorized officers this 18th day of May, 2010.

SYNOVUS BANK

By: 
Name: DAVID W. DUNBAR
Title: CHAIRMAN & CEO

COLUMBUS BANK AND TRUST COMPANY

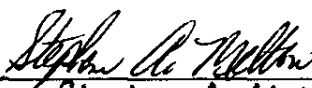
By: 
Name: Stephen A. Melton
Title: CEO

EXHIBIT A
AGREEMENT AND PLAN OF MERGER

**AGREEMENT AND
PLAN OF MERGER**

of

SYNOVUS BANK

with and into

COLUMBUS BANK AND TRUST COMPANY

THIS AGREEMENT AND PLAN OF MERGER (the "Plan of Merger") is made and entered into as of this 18th day of March, 2010 by and between Columbus Bank and Trust Company ("Surviving Bank"), a Georgia state-chartered bank and Synovus Bank, a Florida state-chartered bank ("Merging Bank"). Each of Surviving Bank and Merging Bank is a wholly owned subsidiary of Synovus Financial Corp., a Georgia corporation and a bank holding company ("Synovus"), and each acting pursuant to a duly authorized resolution or written consent of its board of directors pursuant to the authority given by and in accordance with the provisions of Section 7-1-530 of the Financial Institutions Code of Georgia and Section 658.2953 of (7)(a) of the Florida Interstate Branching Act, as applicable, and Section 18(c) of the Federal Deposit Insurance Act, as amended (12 U.S.C. 1828(c)), witnessed as follows:

**ARTICLE 1
TERMS OF MERGER**

1.1 Merger. Subject to the terms and conditions of this Plan of Merger, Merging Bank will merge with and into Surviving Bank (the "Merger"). Surviving Bank shall be the surviving bank of the Merger and shall continue to be governed by the laws of the state of Georgia and applicable federal law. Immediately after the consummation of the Merger, Synovus intends to amend the articles of incorporation of Surviving Bank to change the name to "Synovus Bank." The business of Surviving Bank shall be that of a Georgia banking corporation. This business shall be conducted by Surviving Bank at its main office located at 1148 Broadway, Columbus, Georgia, and at the legally established branches and offices of Merging Bank and Surviving Bank.

1.2 Effective Date. This Plan of Merger has been approved and confirmed by the written consent of Synovus, the sole shareholder of each of the merging banks, and the Merger shall become effective at the time specified in a merger approval to be issued by the Federal Deposit Insurance Corporation and the Georgia Department of Banking and Finance (the "Effective Date").

1.3 Articles of Incorporation. The articles of incorporation of Surviving Bank in effect immediately prior to the Effective Date shall be the articles of incorporation of Surviving Bank following the Merger until otherwise amended or repealed.

1.4 **Bylaws.** The bylaws of Surviving Bank in effect immediately prior to the Effective Date shall be the bylaws of Surviving Bank following the Merger until otherwise amended or repealed.

1.5 **Directors and Officers.** Those individuals set forth on Annex A shall serve as directors of Surviving Bank from and after the Effective Date in accordance with applicable laws and the bylaws of Surviving Bank. Annex A also sets forth those individuals, together with their corresponding titles, who shall serve as officers of Surviving Bank from and after the Effective Date in accordance with applicable laws and the bylaws of Surviving Bank.

1.6 **Assumption of Rights.** At the Effective Date, the separate existence and corporate organization of Merging Bank shall be merged into and continued in Surviving Bank. Without limiting the generality of foregoing, and subject thereto, at the Effective Date and thereafter, all rights, privileges, franchises, and interests of both Surviving Bank and Merging Bank in and to every type of property (real, personal and mixed), all debts due on whatever account, and all other choses in action and all and every other interest of or belonging to Merging Bank shall be transferred to and vested in Surviving Bank by virtue of the Merger without any further deed or transfer; and the title to real estate, or any interest therein, vested in Merging Bank shall not revert or in any way be impaired by reason of the Merger. Surviving Bank, upon consummation of the Merger and without any order or other action on the part of any court or otherwise, shall hold and enjoy all rights of property, franchises, and interests, including appointments, designations, and nominations, and all other rights and interests as trustee, executor, administrator, registrar of stocks and bonds, guardian of estates, assignee, and receiver, and in every other fiduciary capacity, in the same manner and to the same extent as such rights, franchises, and interests were held or enjoyed by either Surviving Bank or Merging Bank at the Effective Date.

1.7 **Assumption of Liabilities.** All liabilities and obligations of both Surviving Bank and Merging Bank of every kind and description shall be assumed by Surviving Bank and Surviving Bank shall be bound thereby in the same manner and to the same extent that Surviving Bank and Merging Bank were so bound at the Effective Date.

1.8 **Offices and Branches.** Following the Merger, the main office of Surviving Bank will remain the main office of Surviving Bank and the main office and all other branches of Merging Bank shall become branch offices of Surviving Bank. All other branches and offices of Surviving Bank that exist or have been applied for shall be branch offices of Surviving Bank.

ARTICLE 2

MANNER OF CONVERTING SHARES

Subject to the provisions of this Article 2, at the Effective Date, by virtue of the Merger and without any action on the part of Surviving Bank, Merging Bank or the

shareholder of either of the foregoing, the shares of the constituent corporations shall be converted as follows:

(a) Each share of Surviving Bank capital stock issued and outstanding immediately prior to the Effective Date shall remain issued and outstanding from and after the Effective Date; and

(b) Each share of Merging Bank capital stock issued and outstanding immediately prior to the Effective Date shall cease to be outstanding and shall be cancelled.

ARTICLE 3

TERMINATION

This Plan of Merger may be terminated for any reason by the mutual consent of the board of directors of Merging Bank and Surviving Bank; provided, however, that if the Merger has not occurred by September 1, 2010, this Plan of Merger will terminate automatically on such date, unless extended by the mutual consent of the board of directors of Merging Bank and Surviving Bank. This Plan of Merger may also be terminated by either Merging Bank or Surviving Bank if any governmental entity that must grant a requisite regulatory approval has denied approval of the Merger and such denial has become final and nonappealable, or any governmental entity of competent jurisdiction has issued a final and nonappealable order, injunction or decree permanently enjoining or otherwise prohibiting or making illegal the consummation of the transactions contemplated by this Plan of Merger.

ARTICLE 4

MISCELLANEOUS

4.1 Amendment. To the extent permitted by law, this Plan of Merger may be amended by subsequent written instrument upon the approval of the boards of directors of each of the parties hereto and upon execution of such instrument by the duly authorized officers of each of the parties.

4.2 Governing Law. This Plan of Merger shall be governed by and construed with the laws of the State of Georgia, without reference to its conflicts of laws provisions and except to the extent that federal law applies to the consummation of the Merger.

4.3 Headings. The headings in this Plan of Merger are for convenience only and shall not affect the construction or interpretation of this Plan of Merger.

4.4 Counterparts. This Plan of Merger may be executed (by facsimile or otherwise) by any one or more of the parties in any number of counterparts, each of which shall be deemed to be an original, but all such counterparts shall together constitute one and the same instrument.

4.5 Further Assurances. Each party to this Plan of Merger agrees to do such things as may be reasonably requested by the other party in order to more effectively consummate or document the transactions contemplated by this Plan of Merger.

[Signatures appear on following page]

IN WITNESS WHEREOF, each party hereto has executed this Plan of Merger, all as of the day and year first written above.

**COLUMBUS BANK AND TRUST
COMPANY**

By: Stephen A. Melton

Name: Stephen A. Melton

Title: CEO

Attest:

[Signature]
Secretary

SYNOVUS BANK

By: [Signature]

Name: DAVID W. DUNEAR

Title: CHAIRMAN AND CEO

Attest:

Cathy Swanson
Secretary

ANNEX A

DIRECTORS AND OFFICERS OF SURVIVING BANK

Directors:

Daniel P. Amos	Mason H. Lampton
Richard E. Anthony	Elizabeth C. Ogie
James H. Blanchard	H. Lynn Page
Richard Y. Bradley	J. Neal Purcell
Frank W. Brumley	Kessel D. Stelling, Jr.
Elizabeth W. Camp	Melvin T. Stith
Gardiner W. Garrard, Jr.	Philip W. Tomlinson
T. Michael Goodrich	William B. Turner, Jr.
V. Nathaniel Hansford	James D. Yancey

Officers:

<u>Name</u>	<u>Title</u>
Richard Anthony	Chairman and Chief Executive Officer
Kessel Stelling	President and Chief Operating Officer
Tommy Prescott	Chief Financial Officer
Lee Lee James	Chief Administrative Officer
Mark Holladay	Chief Risk Officer
Samuel F. Hatcher	General Counsel and Secretary
Kevin Howard	Chief Credit Officer
D. Copeland	Chief Banking Officer
Leila Carr	Chief Retail Officer
Liliana McDaniel	Chief Accounting Officer