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MERGER OR SHARE EXCHANGE

The South Financial Group Foundation

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OK MEX

ARTICLES OF MERGER**OF****CNB Florida Foundation, Inc.**
(a Florida nonprofit corporation)**INTO****The South Financial Group Foundation**
(a South Carolina nonprofit corporation)**FILED**
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TALLAHASSEE, FLORIDA

The following Articles of Merger are submitted in accordance with the Florida Not For Profit Corporation Act, pursuant to sections 617.1105 and 617.1107.

FIRST: The name and jurisdiction of the surviving corporation is:

The South Financial Group Foundation, a South Carolina nonprofit corporation (the "Surviving Corporation")

SECOND: The name and jurisdiction of the merging corporation is:

CNB Florida Foundation, Inc., a Florida nonprofit corporation (the "Merging Corporation")

THIRD: The Agreement and Plan of Merger is attached as Exhibit A.

FOURTH: The effective date of the merger is the date these Articles of Merger are filed with the Department of State.

FIFTH: There are no members or members entitled to vote on the Agreement and Plan of Merger. The Agreement and Plan of Merger was adopted by unanimous written consent of the Board of Directors of the Merging Corporation on September 28, 2005.

SIXTH: There are no members or members entitled to vote on the Agreement and Plan of Merger. The Agreement and Plan of Merger was adopted by unanimous written consent of the Board of Directors of the Surviving Corporation on September 28, 2005.

SEVENTH: Surviving Corporation hereby: (a) agrees that it may be served with process in the State of Florida on Andrew B. Cheney, 1560 North Orange Avenue, Suite 300, Winter Park, Florida 32789 in any proceeding for the enforcement of any obligation of the undersigned Merging Corporation; and (b) irrevocably appoints the Department of State of Florida as its agent to accept service of process in any such proceeding.

IN WITNESS WHEREOF, the Surviving Corporation and the Merging Corporation have caused these Articles of Merger to be signed by their respective duly authorized officers.

CNB Florida Foundation, Inc.,
a Florida nonprofit corporation

By: 

Name: G. Thomas Frankland
Title: President

The South Financial Group Foundation,
a South Carolina nonprofit corporation

By: 

Name: Betty Stall
Title: Authorized Board Member

Exhibit A
Agreement and Plan of Merger

AGREEMENT AND PLAN OF MERGER

This Agreement and Plan of Merger (this "Agreement") is entered into as of September 28, 2005 by and between The South Financial Group Foundation, a South Carolina nonprofit corporation ("SFGF," or the "Surviving Corporation") and CNB Florida Foundation, Inc., a Florida nonprofit corporation ("CNB," or the "Merging Corporation").

WHEREAS, SFGF is a non profit corporation duly organized and existing under the laws of the State of South Carolina, pursuant to Articles of Incorporation filed in the office of the Secretary of State of the State of South Carolina on January 8, 1999;

WHEREAS, SFGF is organized and operated exclusively for charitable purposes within the meaning of Section 501(c)(3) of the Internal Revenue Code of 1986, as amended (the "Code");

WHEREAS, CNB is a nonprofit corporation duly organized and existing under the laws of the State of Florida, pursuant to Articles of Incorporation filed in the office of the Secretary of State of the State of Florida on June 11, 2004;

WHEREAS, CNB is organized and operated exclusively for charitable purposes within the meaning of Section 501(c)(3) of the Code;

WHEREAS, CNB and SFGF have no members; and

WHEREAS, the respective Boards of Directors of CNB and SFGF have determined that it is advisable that CNB be merged with and into SFGF, with SFGF surviving (the "Merger") on the terms and conditions hereinafter set forth, and they, by resolutions duly adopted, have approved this Agreement.

NOW, THEREFORE, in consideration of the foregoing and of the mutual covenants herein contained, the parties hereby agree as follows:

1. Merger. In accordance with the provisions of the South Carolina Nonprofit Corporation Act and the Florida Not For Profit Corporation Act, CNB shall be merged with and into SFGF, and SFGF, as the Surviving Corporation, shall continue to exist under the laws of the State of South Carolina.

2. Effective Time of Merger. The Merger shall not become effective until, and shall be effective when, the last of the following actions shall have been completed:

(a) Articles of Merger shall have been filed with and accepted by the Secretary of State of the State of South Carolina pursuant to Section 33-31-1104 of the South Carolina Nonprofit Corporation Act.

(b) Articles of Merger shall have been filed with and accepted by the Department of State of the State of Florida pursuant to Sections 617.1105 and 617.1107 of the Florida Not For Profit Corporation Act.

(c) The time when the merger shall become effective shall be called the "Effective Time".

3. Governing Documents.

(a) The Articles of Incorporation of SFGF as in effect immediately prior to the Effective Time shall be the Articles of Incorporation of the Surviving Corporation without change or amendment until thereafter amended in accordance with the provisions thereof and applicable law.

(b) The Bylaws of SFGF as in effect immediately prior to the Effective Time shall be the Bylaws of the Surviving Corporation without change or amendment until thereafter amended in accordance with the provisions thereof and applicable law.

4. Officers and Directors. The persons who are officers and directors of SFGF immediately prior to the Effective Time shall, after the Effective Time, be the officers and directors of the Surviving Corporation, without change until their successors have been duly elected and qualified.

5. Effect of Merger. At and after the Effective Time, the Merger shall have the effects set forth in section 33-31-1105 of the South Carolina Nonprofit Corporation Act of 1994, as amended and section 617.1106 of the Florida Not For Profit Corporation Act, as amended. Without limiting the generality of the foregoing, and subject thereto, at the Effective Time, all of the property, rights, privileges, and powers of the CNB and SFGF shall vest in the Surviving Corporation, and all debts, liabilities and duties of CNB and SFGF shall become the debts, liabilities, and duties of the Surviving Corporation.

6. Representations and Warranties of SFGF.

(a) Organization. SFGF is a nonprofit corporation duly organized, validly existing and in good standing under the laws of the State of South Carolina.

(b) Authorization. SFGF has full right, power, and authority to enter into this Agreement and each agreement, document, and instrument to be executed and delivered by it pursuant to or as contemplated by this Agreement and to carry out the transactions contemplated hereby.

7. Representations and Warranties of CNB.

(a) Organization. CNB is a nonprofit corporation duly organized, validly existing and in good standing under the laws of the State of Florida.

(b) Authorization. CNB has full right, power, and authority to enter into this Agreement and each agreement, document, and instrument to be executed and delivered by it pursuant to or as contemplated by this Agreement and to carry out the transactions contemplated hereby.

8. Further Assurances. CNB and SFGF agree to execute any and all documents, and to perform such other acts which may be necessary or expedient to further the purposes of this Agreement.

9. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of South Carolina without regard to its conflict of laws rules and principles, except to the extent that the laws of the State of Florida are mandatorily applicable to the Merger.

10. Amendment. This Agreement may be amended, modified or supplemented by written agreement of the parties hereto at any time prior to the Effective Time with respect to any of the terms contained herein.

11. Deferral or Abandonment. At any time prior to the Effective Time, this Agreement may be terminated and the Merger may be abandoned or the time of consummation of the Merger may be deferred for a reasonable time by the Board of Directors of either CNB or SFGF, if circumstances arise which, in the opinion of the Board of Directors of CNB or SFGF, make the Merger inadvisable or such deferral of the time of consummation advisable.

12. Counterparts. This Agreement may be executed in any number of counterparts each of which when taken alone shall constitute an original instrument and when taken together shall constitute but one and the same Agreement.

[Signatures on Next Page]

IN WITNESS WHEREOF, CNB and SFGF have caused this Agreement to be signed by their respective duly authorized officers and delivered as of the date first set forth above.

SURVIVING CORPORATION:

The South Financial Group
Foundation, a South Carolina
nonprofit corporation

By: *Betty Stall*

Name: Betty Stall
Title: Authorized Board Member

MERGING CORPORATION:

CNB Florida Foundation, Inc., a
Florida nonprofit corporation

By: *G. Thomas Frankland*

Name: G. Thomas Frankland
Title: President