

N50067

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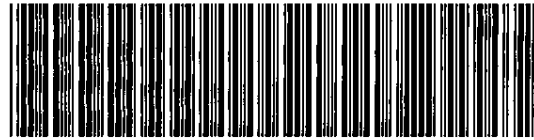
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Merger

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1-5-11

SECRETARY OF STATE
TALAMON STATE

10 DEC 27 AM 10:46

FILED

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** BOARD CERTIFIED CIVIL TRIAL LAWYER
◊ ALSO ADMITTED IN GA
◻ BOARD CERTIFIED REAL ESTATE LAWYER

December 23, 2010

Department of State
Division of Corporations
Corporate Filings
P.O. Box 6327
Tallahassee, FL 32314

- RE: 1. Florida Blood Services, Inc. – Not-for-profit corporation
 2. Southeastern Community Blood Services Organization, Inc. – Not-
 for-profit corporation

Dear Sir or Madam:

Enclosed please find Articles of Merger for the referenced non-for-profit corporations. A check in the amount of \$70 is enclosed for filing the Articles of Merger. An additional check in the amount of \$8.75 for a certified copy of the Articles is also enclosed. Please call my assistant, Cindy Johnson at (850) 701-4351, if you have questions or need anything in addition to the enclosures to this letter.

Very truly yours,


Catherine B. Chapman

CBC/cj

Enclosures (as described above)

FILED
10 DEC 27 AM 10:46
SECRETARY OF STATE
TALLAHASSEE FLORIDA

**ARTICLES OF MERGER
(Not for Profit Corporation)**

These Articles of Merger are submitted in accordance with the Florida Not For Profit Corporation Act, pursuant to section 617.1105, Florida Statutes:

ARTICLE I

The name and jurisdiction of the Surviving corporation is:

<u>Name</u>	<u>Jurisdiction</u>	<u>Document Number</u>
Florida Blood Services, Inc.	Florida	N50067

ARTICLE II

The name and jurisdiction of the Merging corporation is:

<u>Name</u>	<u>Jurisdiction</u>	<u>Document Number</u>
Southeastern Community Blood Services Organization, Inc.	Florida	N09000001616

ARTICLE III

The Plan and Agreement of Merger is Attached.

ARTICLE IV

The merger shall become effective on the filing of these Articles of Merger with the Florida Department of State.

**ARTICLE V
Adoption of merger by Surviving Corporation**

The plan of merger was adopted by the members of the Surviving corporation on the 16th day of December, 2010. The vote was unanimous.

ARTICLE VI
Adoption of merger by Merging Corporation

The plan of merger was adopted by the members of the Merging corporation on the 7th day of December, 2010. The vote was unanimous.

IN WITNESS WHEREOF, the undersigned have executed these Articles of Merger on the date designated below.

Florida Blood Services Inc.

By: Donald Dodley
Its: President/CEO

12/21/2010
Date

Southeastern Community Blood Services
Organization, Inc.

By: Joseph Santos
Its: Secretary/Treasurer

12/20/2010
Date

PLAN AND AGREEMENT OF MERGER
OF
SOUTHEASTERN COMMUNITY BLOOD SERVICES ORGANIZATION, INC.
AND
FLORIDA BLOOD SERVICES, INC.

This Plan and Agreement of Merger (the "Plan of Merger"), dated as of the 20th day of December, 2010 is entered into by and between Southeastern Community Blood Services Organization, Inc., a Florida not-for-profit corporation ("SCBSO" or "Merging Corporation") and Florida Blood Services, Inc., a Florida not-for-profit corporation ("FBS" or "Surviving Corporation"), with respect to the merger of SCBSO with and into FBS. SCBSO and FBS are sometimes referred to herein as a "Party" or collectively as the "Parties."

WITNESSETH:

WHEREAS, FBS and SCBSO deem it advisable and in their respective best interests to merge SCBSO with and into FBS (the "Merger"), pursuant to the applicable provisions of Florida law.

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements contained herein, being duly adopted and entered into by FBS and SCBSO, this Plan of Merger and the terms and conditions thereof and the mode of carrying the same into effect, together with any provisions required or permitted to be set forth therein, are hereby determined and agreed upon as hereinafter set forth.

ARTICLE I

Merger of SCBSO with and into FBS

1.1 **Merger**. Subject to the provisions of this Plan of Merger, at the Effective Time (as hereinafter defined) of the Merger, SCBSO shall be merged with and into FBS, and FBS shall be the surviving corporation and shall continue to exist under its current name of Florida Blood Services, Inc. under the applicable provisions of Florida law. The separate corporate existence of SCBSO shall cease at the Effective Time of the Merger in accordance with the provisions of Florida law. At the Effective Time of the Merger, the title to all property owned by Merging Corporation, as more particularly described in Exhibit A, shall immediately and automatically, by operation of law, become the property of Surviving Corporation without reversion or impairment, and all debts, liabilities and obligations of Merging Corporation, as more particularly described in Exhibit A, shall become those of Surviving Corporation and shall not be released or impaired by the Merger.

Surviving Corporation shall succeed in all respects to all of the rights and obligations of Merging Corporation. All rights of creditors and other obligees, and all liens on property of Merging Corporation shall be preserved unimpaired.

1.2 Articles of Incorporation and Bylaws. The Articles of Incorporation and Bylaws of Surviving Corporation in effect immediately prior to the Effective Time of the Merger shall not be changed by the merger and shall continue to be its Articles of Incorporation subsequent to the merger and such Articles of Incorporation and Bylaws shall continue in full force and effect until further altered, amended or repealed in compliance with applicable law.

1.3 Name of Surviving Corporation. At the Effective Time of the Merger and pursuant to this Plan of Merger, the corporate name of Surviving Corporation shall continue to be "Florida Blood Services, Inc."

1.4 Taking of Necessary Action. Prior to the Effective Time of the Merger, Merging Corporation and Surviving Corporation, respectively, shall take all such actions as may be necessary, appropriate or desirable to effect the Merger, including but not limited to obtaining all approvals required by the laws of the State of Florida and filing or causing to be filed and/or recorded any document or documents prescribed by the laws of the State of Florida. If at any time or times after the Effective Time of the Merger any further action is necessary or desirable to carry out the purposes of this Plan of Merger and to vest Surviving Corporation with full title to all properties, assets, rights and approvals of Merging Corporation, the officers and directors of Surviving Corporation shall take all such necessary action.

1.5 Directors, Officers and Community Advisory Board.

- (a) Directors. All persons who, as of the Effective Date of the Plan of Merger, are directors of FBS shall continue to serve as directors of the Surviving Corporation until their successors have been duly elected or appointed and qualified, or until their tenure otherwise terminates in accordance with the Bylaws of the Surviving Corporation.
- (b) All persons who, as of the Effective Date of this Plan of Merger, are officers of Surviving Corporation shall remain as officers of Surviving Corporation until their successors have been duly elected or appointed and qualified or their tenure is otherwise terminated in accordance with the Bylaws of Surviving Corporation.

1.6 Authorization. The officers of Merging Corporation and Surviving Corporation, respectively, have been authorized to execute Articles of Merger on behalf of said corporations, respectively, in conformity with the provisions of Florida law; and the officers of Merging Corporation and the officers of Surviving Corporation are hereby authorized, empowered and directed to do any and all acts and things and to make, execute, deliver, file and/or record any and all instruments, papers and documents which shall be or become necessary, proper or convenient to carry out or put into effect any of the provisions of this Plan of Merger or the Merger herein provided for.

1.7 Closing. The Closing contemplated by this Plan of Merger ("Closing") will be held at such time and on such date as shall be determined by the Parties (the "Closing Date"), at the offices of FBS, unless another place or time is agreed to by the Parties. In no event shall the Closing Date be later than the 31st day of December, 2010.

ARTICLE II

Representations and Warranties of SCBSO

SCBSO hereby represents and warrants to FBS, which representations and warranties shall be true and correct on the date hereof, and on the Closing Date, as if then restated, as follows:

2.1 Organization, Qualification and Authority. SCBSO is a not-for-profit corporation duly organized, validly existing with an active status under the laws of the State of Florida. SCBSO is a tax-exempt organization within the meaning of Section 501(c)(3) of the Internal Revenue Code, and its exempt status has not been challenged by the Internal Revenue Services. The nature of SCBSO's business does not require it to be licensed or qualified to do business as a foreign corporation in any jurisdiction. SCBSO has full right, power and authority (i) to own, lease and operate its assets as presently owned, leased and operated and to carry on its business as it is now being conducted, (ii) to enter into and perform its obligations under this Plan of Merger without the consent, approval or authorization of, or obligation to notify, any person, entity or governmental agency, and (iii) to execute, deliver and carry out the terms of this Plan of Merger and all documents and agreements necessary to give effect to the provisions of this Plan of Merger and to consummate the transactions contemplated on the part of Southeastern. The execution, delivery and consummation of this Plan of Merger and all other agreements and documents executed in connection herewith by SCBSO have been duly authorized by all necessary action on the part of SCBSO. No other action on the part of SCBSO or any other person or entity is necessary to authorize the execution, delivery and consummation of this Plan of Merger and all other agreements and documents executed in connection herewith. This Plan of Merger and all other agreements and documents executed in connection herewith by SCBSO, upon due execution and delivery thereof, shall constitute valid and binding obligations of SCBSO, enforceable against SCBSO in accordance with their respective terms.

2.2 Absence of Default. To the best knowledge of SCBSO, the execution, delivery and consummation of this Plan of Merger and all other agreements and documents executed in connection herewith by SCBSO will not constitute a violation of, or be in conflict with, and will not, with or without the giving of notice or the passage of time, or both, result in a breach of, constitute a default under or create (or cause the acceleration of the maturity of) any debt, indenture, obligation or liability for which SCBSO or its assets is bound, or result in the creation or imposition of any security interest, lien, charge or other encumbrance upon any of such SCBSO assets under: (a) any term or provision of the Articles of Incorporation or Bylaws of SCBSO (b) any material contract, lease, purchase order, agreement, indenture, mortgage, pledge, assignment, permit, license, approval or other commitment to which SCBSO is a party or by which SCBSO is bound; (c) any judgment, decree, order, regulation or rule of any court or regulatory authority; or (d) any law,

statute, rule, regulation, order, writ, injunction, judgment or decree of any court or governmental authority or arbitration tribunal to which Southeastern is subject.

2.3 No Survival of Representations and Warranties. The representations and warranties of SCBSO do not survive closing.

ARTICLE III

Representation and Warranties of FBS

FBS represents and warrants to SCBSO, which representations and warranties shall be true and correct on the date hereof, and on the Closing Date, as if then restated, as follows:

3.1 Organization, Qualification and Authority. FBS is a not-for-profit corporation duly organized, validly existing with an active status under the laws of the State of Florida. FBS is a tax-exempt organization within the meaning of Section 501(c)(3) of the Internal Revenue Code, and its exempt status has not been challenged by the Internal Revenue Service. The nature of FBS's business does not require it to be licensed or qualified to do business as a foreign corporation in any jurisdiction. FBS has the full right, power and authority (i) to own, lease and operate its properties as presently owned, leased and operated and to carry on its business as it is now being conducted, (ii) to enter into and perform its obligations under this Plan of Merger without the consent, approval or authorization of, or obligation to notify, any person, entity or governmental agency, and (iii) to execute, deliver and carry out the terms of this Plan of Merger and all documents and agreements necessary to give effect to the provisions of this Plan of Merger and to consummate the transactions contemplated on the part of FBS. The execution, delivery and consummation of this Plan of Merger and all other agreements and documents executed in connection herewith by FBS have been duly authorized by all necessary action on the part of FBS. Subject to third party consents and approvals referenced in this Plan of Merger, no other action on the part of FBS or any other person or entity is necessary to authorize the execution, delivery and consummation of this Plan of Merger and all other agreements and documents executed in connection herewith. This Plan of Merger and all other agreements and documents executed in connection herewith by FBS, upon due execution and delivery thereof, shall constitute valid binding obligations of FBS, enforceable against FBS in accordance with their respective terms.

3.2 Absence of Default. The execution, delivery and consummation of this Plan of Merger and all other agreements and documents executed in connection herewith by FBS will not constitute a violation of, be in conflict with or, and will not with or without the giving of notice or the passage of time or both, result in a breach of, constitute a default under or create (or cause the acceleration of the maturity of) any debt, indenture, obligation or liability for which FBS or its assets is bound, or result in the creation or imposition of any security interest, lien, charge or other encumbrance upon any of the assets of FBS under: (a) any term or provision of the Articles of Incorporation or Bylaws of FBS; (b) any material contract, lease, agreement, indenture, mortgage, pledge, assignment, permit, license, approval or other commitment to which FBS is a party or by which FBS is bound; (c) any judgment, decree, order, regulation or rule of any court or regulatory

authority; or (d) any law, statute, rule, regulation, order, writ, injunction, judgment or decree of any court or governmental authority or arbitration tribunal to which FBS is subject.

ARTICLE IV

Covenants of Parties Pending the Effective Time

4.1 Preservation of Business and Assets. From the date hereof until the Effective Time, each Party shall use its reasonable commercial efforts and shall do or cause to be done all such acts and things as may be necessary to preserve, protect and maintain intact its assets and operations as a going concern consistent with prior practices and not other than in the ordinary course of business. Each Party shall use its best efforts to obtain all approvals, consents and documents called for by this Plan of Merger. From the date hereof until the Effective Time, each Party shall use its reasonable commercial efforts to facilitate the consummation of the transactions contemplated by this Plan of Merger. Other than in the ordinary course of business or as otherwise contemplated by this Plan of Merger, or permitted by applicable laws or regulations, neither party shall sell, discard, dispose of or move any of its assets prior to the Effective Time without the prior written consent of the other party.

4.2 Absence of Material Change. From the date hereof through the Effective Time, except as otherwise expressly provided herein, neither party shall make or authorize any material change in its business and operations, or enter jointly or separately enter into any other significant contract or commitment or any other transaction with respect thereto without the prior written consent of the other Party, which shall not be unreasonably withheld.

4.3 Access to Books and Records. From the date hereof through the Effective Time, each Party shall give the other Party and its counsel, accountants and other representatives reasonable access during normal business hours and upon reasonable notice to the offices, properties, books, contracts, commitments, records and affairs of such Party and shall furnish a copy of all documents and information concerning its properties and affairs as the other Party may reasonably request.

4.4 Good Faith. The Parties shall act in good faith and use their reasonable commercial efforts to satisfy all conditions to their respective obligations to close.

4.5 Preserve Accuracy of Representations and Warranties. The Parties shall refrain from taking any action which would render any representations and warranties contained in Articles II and III hereof inaccurate as of the Closing. The Parties will promptly notify each other of any lawsuits, claims, administrative actions, investigations, or other proceedings asserted or commenced against them, their directors, officers or affiliates, or the consummation of the transactions contemplated by this Plan of Merger. The Parties shall promptly notify each other of any facts or circumstances which any Party gains knowledge of, and which cause, or through the passage of time may cause, any of the representations and warranties to be untrue or misleading at any time from the date hereof to the Closing Date.

4.6 Maintain Books and Accounting Practices. From the date hereof until the Closing Date, each of the Parties shall maintain, and shall cause its books of account in the usual, regular and ordinary manner, on a basis consistent with prior years, and shall make no change in its accounting methods or practices.

4.7 Performance. Southeastern and FBS shall take appropriate steps to satisfy its respective obligations and the conditions to Closing.

ARTICLE V

Effective Time of the Merger

The Parties shall execute and file appropriate Articles of Merger and such other or further documents as may be necessary or desirable in connection therewith, with the Secretary of the State of Florida in accordance with applicable laws. The Merger shall be effective upon the later of filing of the Articles of Merger by the Florida Department of State or 12:01 a.m. on the 31st day of December, 2010 (the "Effective Time").

ARTICLE VI

Conditions To Parties' Obligations

The obligation of each of the Parties to effect each transaction contemplated hereby shall be subject to the fulfillment as of the Closing Date of each of the following conditions:

6.1 Representations; Warranties; Covenants. The representations and warranties contained in this Plan of Merger shall be true in all material respects when made, and on and as of the Closing Date; the other Party shall have complied with, carried out and performed all covenants and agreements required to be complied with, carried out and performed by them under this Plan of Merger; and each Party shall have delivered to the other Party a Certificate executed by an executive officer of each such Party confirming the foregoing.

6.2 No Material Adverse Change. Except as otherwise expressly provided herein, there shall have been no material adverse change in the results of operation, financial condition or business of either SCBSO or FBS, and neither SCBSO nor FBS shall have suffered any material change, loss or damage to its facilities or assets, whether or not covered by insurance.

6.3 Corporate Approvals. All required corporate approvals of each of the Parties to this Plan of Merger and the transactions provided for herein shall have been secured.

6.4 Absence of Actions or Proceedings. No suit, proceeding or other action before any court or any other governmental agency or body shall have been instituted or threatened to restrain or prohibit the transactions provided for herein, and no governmental agency or body shall have taken any other action or made any request of any Party as a result of which the other Party reasonably and in good faith deems it to be inadvisable to proceed with the transactions provided for herein.

6.5 Certificate of Secretaries. SCBSO and FBS shall have exchanged certificates from their respective corporate secretaries certifying with respect to copies of resolutions adopted by the respective board of directors of the Parties authorizing the consummation of the transactions contemplated by this Plan of Merger and related documents, and certifying as to the incumbency and genuineness of the signature of each officer thereof executing this Plan of Merger and any other documents delivered in connection herewith.

6.6 Active Status Certificates. SCBSO and FBS shall have exchanged copies of Active Status, all certified or issued by the Florida Secretary of State within thirty (30) days preceding the Closing Date.

ARTICLE VII

Termination And Abandonment

7.1 Termination. Notwithstanding anything to the contrary contained in this Plan of Merger, this plan of merger may be terminated and abandoned by the Directors of the Board of Directors of Surviving Corporation or Directors of the Board of Directors of Merging Corporation at any time before the filing of the Articles of Merger.

7.2 Procedure for Termination. The Party terminating this Plan of Merger pursuant to Section 7.1 shall give written notice thereof to the other Party, whereupon Plan of Merger shall terminate and the transactions contemplated herein shall be abandoned without further action by any Party.

ARTICLE VIII

Miscellaneous

8.1 Applicable Law. This Plan of Merger shall be governed by and construed in accordance with the laws of the State of Florida.

8.2 Counterparts. This Plan of Merger may be executed in any number of counterparts, each of which when so executed shall be deemed an original, but all of which counterparts together shall constitute the same instrument.

8.3 Consent to Service of Process. Surviving Corporation does hereby agree that it may be served with process in the State of Florida in any proceeding for enforcement of any obligation of Surviving Corporation arising from the Merger herein provided for.

8.4 Assignment. This Plan of Merger and the right, title and interest hereunder may not be assigned without the prior written consent of the other Party. Even where such consent is obtained, no such assignment by a Party to this Plan of Merger of its right, title and interest hereunder shall relieve such Party of its obligations hereunder unless the other Party otherwise agrees.

8.5 Cooperation; Further Assurances. Each Party agrees to cooperate fully with the other Party to carry out the transactions provided for in this Plan of Merger, will use its best efforts to cause satisfaction of the conditions to consummation of the transactions provided for in this Plan of Merger, and will refrain from any actions inconsistent with this Plan of Merger. Each Party shall, upon request of the other Party, at any time and from time to time, execute, acknowledge, deliver and perform all such further acts, deeds and instruments of further assurance as may be reasonably deemed necessary or advisable to carry out the provisions and intent of this Plan of Merger.

8.6 Binding Effect. The provisions of this Plan of Merger shall extend to, bind and inure to the benefit of the Parties and their respective successors and permitted assigns. Notwithstanding anything stated to the contrary in this Plan of Merger, this Plan of Merger is intended solely for the benefit of the Parties and is not intended to, and shall in no way create enforceable third party beneficiary rights.

8.7 Construction. This Plan of Merger shall be construed without regard to any presumption or rule requiring construction against the Party causing this Plan of Merger to be drafted. All terms and words used in this Plan of Merger, regardless of the number or gender in which they are used, shall be deemed to and shall include any other number or gender as the context may require.

8.8 Entire Plan of Merger/Amendment. This Plan of Merger and any supplemental or amending agreements to be entered into prior to the Closing shall constitute the entire agreement of the Parties and supersede all negotiations, preliminary agreements and prior or contemporaneous discussions and understandings of the Parties in connection with the subject matter hereof. The Parties specifically acknowledge that in entering into and executing this Plan of Merger, the Parties rely solely upon the representations, warranties, covenants and agreements contained herein and no others. No changes in or additions to this Plan of Merger shall be recognized unless and until made in writing and signed by both Parties.

8.9 Waiver. Any Party may waive the benefit of a term or condition of this Plan of Merger and such waiver shall not be deemed to constitute the waiver of another breach of the same, or any other, term or condition.

8.10 Headings. The headings in this Plan of Merger are for reference purposes only and shall not affect the meaning or interpretation of any provision of this Plan of Merger.

8.11 Notices. All notices, demands and requests required to be given or which may be given shall be in writing and shall be deemed to have been properly given (i) if delivered personally, on the date of such delivery, (ii) if sent by United States registered or certified mail, return receipt requested, postage prepaid, on the date of delivery as evidenced by such receipt, or (iii) upon delivery by Federal Express or a similar overnight courier service which provides evidence of delivery, on the date of delivery as so evidenced, if addressed as follows:

If to Southeastern:

Southeastern Community Blood Services Organization, Inc.
Attention: President of the Board of Directors
1731 Riggins Road
Tallahassee, FL 32308

With a copy to:

M. Julian Proctor, Jr., Esq.
Ausley & McMullen, P.A.
227 South Calhoun Street
Tallahassee, FL 32302

and

Thomas J. Guilday, Esq.
Guilday, Tucker, Schwartz & Simpson, P.A.
1983 Centre Pointe Blvd., Suite 200
Tallahassee, FL 32308

If to FBS:

Florida Blood Services, Inc.
Attention, Donald D. Doddridge, C.E.O.
10100 Ninth Street North
St. Petersburg, FL 33716

With a copy to:

Emil C. Marquardt, Jr., Esq.
MacFarlane Ferguson & McMullen
625 Court Street, Suite 200
Clearwater, FL 33756

8.12 Fees and Expenses. Except as otherwise expressly provided herein, the fees and expenses incurred by each Party in connection with the transactions contemplated hereby shall be borne by that Party.

8.13 Knowledge Standard. As used in this Plan of Merger, references similar to "to the knowledge of" and "to the best knowledge of" any Party hereto shall refer only to the knowledge of any officer or director of such Party.

IN WITNESS WHEREOF, the parties hereto, intending to be legally bound, have caused this Plan of Merger to be executed by their respective duly authorized officers as of the date first above written.

SOUTHEASTERN COMMUNITY BLOOD
SERVICES ORGANIZATION, INC.

By: *Jeanne Dariotis*
Jeanne Dariotis

FLORIDA BLOOD SERVICES, INC.

By: *Donald D. Doddrige*
Donald D. Doddrige, C.E.O.

EXHIBIT A

Assets of the Southeastern Community Blood Services Organization, Inc.

Commercial Real Estate and Building located at 1731 Riggins Road, Tallahassee, Leon County, Florida

Commercial Real Estate and Building located at 2503 Commercial Park Drive, Marianna, Jackson County, Florida

Cash, certificate of deposits and certificates of deposits account registry service set forth below:

Capital City Bank Group:

Farmers & Merchants Bank

All cash, including any accumulated interest, from the following checking account:

Capital City Bank Group