

P02000133006

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MERGER OR SHARE EXCHANGE

Colonial Bank, N.A.

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Merger
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FLORIDA DEPARTMENT OF STATE

Glenda E. Hood
Secretary of State

August 9, 2004

PREMIER SERVICE CORPORATION
5830 142ND AVE NORTH
CLEARWATER, FL 33760SUBJECT: PREMIER SERVICE CORPORATION
REF: P02000133006

We received your electronically transmitted document. However, the document has not been filed. Please make the following corrections and refile the complete document, including the electronic filing cover sheet.

The articles of merger must contain the provisions of the plan of merger or the plan of merger must be attached.

The name of the person signing the document must be typed or printed beneath or opposite the signature.

Please return your document, along with a copy of this letter, within 60 days or your filing will be considered abandoned.

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Darlene Connell
Document SpecialistFAX Aud. #: H04000162589
Letter Number: 004A00049232

ARTICLES OF MERGER**OF****PREMIER SERVICE CORPORATION,
CLEARWATER, FLORIDA****EFFECTIVE DATE**
08/13/04**AND****COLONIAL BANK, N.A., MONTGOMERY, ALABAMA**

The undersigned corporations, Premier Service Corporation, Clearwater, Florida, and Colonial Bank, N.A., Montgomery, Alabama, file these Articles of Merger and certify that:

1. Premier Service Corporation, a Florida Corporation, is hereby merged with and into Colonial Bank, N.A., a national banking association, pursuant to an Agreement and Plan of Merger dated as of June 28, 2004, (the "Agreement") a copy of which is attached as Exhibit A, and in accordance with the provisions of the Florida Business Corporation Act.
2. The surviving corporation is Colonial Bank, N.A., a national banking association.
3. The merger shall be effective at 8:00 p.m., Central Standard Time, on August 13, 2004.
4. The Agreement was approved by the Board of Directors of Colonial Bank, N.A. on June 28, 2004, and was approved by the sole shareholder of Colonial Bank, N.A. on June 28, 2004.
5. The Agreement was approved by the Board of Directors of Premier Service Corporation on June 28, 2004, and was approved by the sole shareholder on June 28, 2004.

SECRETARY OF STATE
NOT A HASSELED FILING**04 AUG -6 PM 4:16****FILED**

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CT CORPORATION

P.05

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PREMIER SERVICE CORPORATION
CLEARWATER, FLORIDA

By: ERM FUP

Lee R. Martino
Executive Vice President

COLONIAL BANK, N.A.
MONTGOMERY, ALABAMA

By: _____

PREMIER SERVICE CORPORATION
CLEARWATER, FLORIDA

By: _____

COLONIAL BANK, N.A.
MONTGOMERY, ALABAMA

By: Sarah H. Moore
EVP & CFO

Sarah H. Moore
Executive Vice President and Chief Financial Officer

AUG-06-2004 16:51

CT CORPORATION

P.05

EXHIBIT A

PLAN AND AGREEMENT OF MERGER

between

PREMIER SERVICE CORPORATION

and

COLONIAL BANK, N.A.

This Plan and Agreement of Merger is dated as of the 28th day of June, 2004, between Premier Service Corporation ("Service"), a Florida corporation and wholly-owned subsidiary of The Colonial BancGroup, Inc. ("BancGroup"), a Delaware corporation with its principal place of business in Montgomery, Alabama, and Colonial Bank, N.A. ("Colonial"), a national banking association and wholly-owned subsidiary of BancGroup, and provides for the merger of Service with and into Colonial ("Merger").

WHEREAS, Service was formerly a subsidiary of P.C.B. Bancorp, Inc. ("Bancorp"), which was merged with and into BancGroup on May 18, 2004, pursuant to an agreement between Bancorp and BancGroup dated as of December 23, 2003 ("Merger Agreement"); and

WHEREAS, BancGroup wishes to consolidate its subsidiaries by merging Service with and into Colonial; and

WHEREAS, the boards of directors of Service and Colonial have approved this Plan and Agreement of Merger (the "Agreement") and have authorized the execution hereof;

IT IS THEREFORE AGREED, as follows:

1. NAME. The name of the corporation resulting from the Merger shall be "Colonial Bank, N.A."

2. MERGER--TERMS AND CONDITIONS. The terms and conditions of the Merger are:

(a) Applicable Law. On the Effective Date, as defined in Section 5(h) hereof, Service shall be merged with and into Colonial (herein referred to as the "Resulting Corporation" whenever reference is made to it as of the time of merger or thereafter). The Merger shall be undertaken pursuant to the provisions of and with the effect provided in the National Bank Act, the Bank Merger Act, and the Florida Business Corporation Act, as applicable. The offices and facilities of Service and of Colonial shall become the offices and facilities of the Resulting Corporation.

(b) Corporate Existence. On the Effective Date, the corporate existence of Service and of Colonial shall, as provided by law, be merged into and continued in the Resulting Corporation, and the Resulting Corporation shall be deemed to be the same corporation as Service and Colonial. All rights, franchises and interests of Service and Colonial, respectively, in and to every type of property (real, personal and mixed) and choses in action shall be transferred to and vested in the Resulting Corporation by virtue of the

Merger without any deed or other transfer. The Resulting Corporation, on the Effective Date, 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, transfer agent and registrar of stocks and bonds, guardian of estates, assignee, and receiver and in every other fiduciary capacity and in every agency, and capacity, in the same manner and to the same extent as such rights, franchises and interests were held or enjoyed by Service and Colonial, respectively, on the Effective Date.

(c) Liabilities. Except as may be otherwise provided for herein, the Resulting Corporation on the Effective Date shall be liable for all liabilities of Service and of Colonial and all deposits, debts, liabilities, obligations and contracts of Service and of Colonial, respectively, matured and unmatured, whether accrued, absolute, contingent or otherwise, and whether or not reflected or reserved against on balance sheets, books of account or records of Service or of Colonial, and such liabilities shall be those of the Resulting Corporation and shall not be released or impaired by the Merger; and all rights of creditors and other obligees and all liens on property of either Service or Colonial shall be preserved unimpaired.

3. CONVERSION OF SHARES.

(a) Conversion of Service Stock. On the Effective Date, each share of Service common stock outstanding shall be canceled.

(b) Colonial Stock. The shares of common stock of Colonial issued and outstanding immediately before the Effective Date (all of which are held by BancGroup) shall continue to be issued and outstanding shares of the Resulting Corporation.

4. ARTICLES OF INCORPORATION AND BYLAWS. On the Effective Date, the articles of incorporation and bylaws of the Resulting Corporation shall be the articles of incorporation and bylaws of Colonial as they exist immediately before the Effective Date.

5. ADDITIONAL TERMS OF MERGER.

(a) Resulting Corporation's Officers and Board. The board of directors and the officers of the Resulting Corporation on the Effective Date shall consist of those persons serving in such capacities of Colonial immediately before the Effective Date.

(b) Shareholder Approval. This Agreement shall be submitted to the shareholder of Service and Colonial as promptly as practicable consistent with the satisfaction of the conditions set forth in the Agreement.

(c) Conditions to the Obligations of Colonial and Service. The consummation of this Agreement is conditioned on (i) notification to or approval of all appropriate regulatory authorities including the expiration of any mandatory waiting periods and (ii) approval of the shareholder of Colonial and Service.

(d) Termination. This Agreement may be terminated at any time prior to the Effective Date whether before or after action thereon by the shareholder of Service and Colonial, by the mutual consent of the respective boards of directors of Service and Colonial. In the event of the termination and abandonment of this Agreement pursuant to the provisions of this Section, the same shall be of no further force or effect and there shall be no liability by reason of this Agreement or the termination thereof on the part of Service or Colonial or their respective directors, officers, employees, agents or stockholders.

(e) Further Acts. If, at any time after the Effective Date, the Resulting Corporation shall consider or be advised that any further assignments or assurances in law or any other acts are necessary or desirable (i) to vest, perfect, confirm or record, in the Resulting Corporation, title to and possession of any property or right of Service or Colonial, acquired as a result of the Merger, or (ii) otherwise to carry out the purposes of this Agreement, Service or Colonial and its officers and directors shall execute and deliver all such proper deeds, assignments and assurances in law and do all acts necessary or proper to vest, perfect or confirm title to, and possession of, such property or rights in the Resulting Corporation and otherwise to carry out the purposes of this Agreement; and the proper officers and directors of the Resulting Corporation are fully authorized in the name of Service or Colonial, or otherwise, to take any and all such action.

(f) Trust Powers. The Resulting Corporation shall have trust powers.

(c) Counterparts. This Agreement may be executed in a number of identical counterparts, each of which for all purposes is deemed an original, and all of which shall constitute collectively one (1) agreement.

(b) Closing Date and Effective Date. The "Closing Date" shall occur on such date upon which Service and Colonial may mutually agree as soon as practicable after the conditions precedent to the obligations to consummate under Section 5(c) are satisfied. Subject to the terms of all requirements of law and the conditions specified in this Agreement, the Merger shall become effective on: (i) the date of the filing of Articles of Merger with the Secretary of State of the State of Florida or as otherwise specified in such Articles of Merger and (ii) the date the merger is certified by the Office of the Comptroller of the Currency (such time being herein called the "Effective Date").

(i) Entire Agreement. This Agreement contains the entire agreement between the parties hereto with respect to the matters described herein. This Agreement may be amended, modified or supplemented only by an instrument in writing executed by the party against which enforcement of the amendment, modification or supplement is sought.

IN WITNESS WHEREOF, Service and Colonial have caused this Agreement to be executed by their duly authorized officers and their corporate seals to be hereunto affixed.

ATTEST:

PREMIER SERVICE CORPORATION

BY:

Dorothy Dawn MacKeeman

ITS:

Senior Vice President

Dorothy Dawn MacKeeman

[SEAL]

BY:

Lee K. Martino

ITS:

Executive V.P.

ATTEST:

COLONIAL BANK, N.A.

BY:

ITS:

BY:

ITS:

[SEAL]

IN WITNESS WHEREOF, Service and Colonial have caused this Agreement to be executed by their duly authorized officers and their corporate seals to be hereunto affixed.

ATTEST:

PREMIER SERVICE CORPORATION

BY: _____

BY: _____

ITS: _____

ITS: _____

[SEAL]

ATTEST:

COLONIAL BANK, N.A.

BY: _____

BY: H. Flake Oakley W. Flake Oakley

ITS: _____

ITS: President

[SEAL]