

P95000077142

(Requestor's Name)

(Address)

(Address)

(City/State/Zip/Phone #)

☐

PICK-UP

☐

WAIT

☐

MAIL

(Business Entity Name)

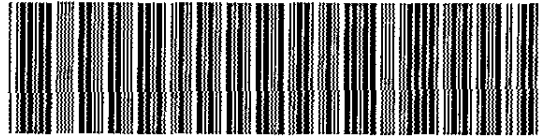
(Document Number)

Certified Copies \_\_\_\_\_

Certificates of Status \_\_\_\_\_

Special Instructions to Filing Officer:

Office Use Only



300014402103

03/31/03--01038--009 \*\*35.00

04/01/03--01002--002 \*\*25.00

RECEIVED  
STATE  
CORPORATIONS  
TALLAHASSEE, FLORIDA

03 MAR 31 PM 12:48

RECEIVED

STATE  
CORPORATIONS  
TALLAHASSEE, FLORIDA

2003 MAR 31 PM 2:20

FILED

APR 3 2003

ARTICLES OF MERGER  
Merger Sheet

-----  
MERGING:

SOUTHEAST FIDELITY CORPORATION A FLORIDA ENTITY, #P95000077142

INTO

**BB&T/SEFCO, LLC A NORTH CAROLINA,** entity not qualified in Florida.

File date:

Corporate Specialist: Joey Bryan

CT CORPORATION

March 31, 2003

Secretary of State, Florida  
409 East Gaines Street  
Tallahassee FL 32399

Re: Order #: 5817768 SO  
Customer Reference 1: 22836.60.5  
Customer Reference 2:

Dear Secretary of State, Florida:

Please file the attached:

Southeast Fidelity Corporation (FL)  
Merger (Discontinuing Company)  
Florida

Enclosed please find a check for the requisite fees. Please return evidence of filing(s) to my attention.

If for any reason the enclosed cannot be filed upon receipt, please contact me immediately at (850) 222-1092. Thank you very much for your help.

Sincerely,

Brigham Weir  
Fulfillment Specialist  
Brigham\_Weir@cch-lis.com

660 East Jefferson Street  
Tallahassee, FL 32301  
Tel. 850 222 1092  
Fax 850 222 7615

FILED  
2003 MAR 31 PM 2:20  
BRIGHAM WEIR CORPORATION  
TALLAHASSEE, FLORIDA

## ARTICLES OF MERGER

The following articles of merger are being submitted in accordance with section(s) 607.1109, 608.4382, and/or 620.203, Florida Statutes.

**FIRST:** The exact name, street address of its principal office, jurisdiction, and entity type for each merging party are as follows:

<u>Name and Street Address</u>	<u>Jurisdiction</u>	<u>Entity Type</u>
Southeast Fidelity Corporation 2928 Wellington Circle, Suite 101 Tallahassee, Florida 32312	Florida	Corporation

Florida Document/Registration Number: P95000077142    FEIN Number: 593342197

Principal office, jurisdiction, and entity type of the surviving party are as follows:

<u>Name and Street Address</u>	<u>Jurisdiction</u>	<u>Entity Type</u>
BB&T/SEFCO, LLC 200 West Second Street Winston-Salem, North Carolina 27101	North Carolina	Limited Liability Company

Florida Document/Registration Number: N/A    FEI Number: N/A

**THIRD:** The attached Plan of Merger meets the requirements of section(s) 607.1108, 608.438, 617.1103, and/or 620.201, Florida Statutes, and was approved by each domestic corporation, limited liability company, partnership and/or limited partnership that is a party to the merger in accordance with Chapter(s) 607, 617, 608, and/or 620, Florida Statutes.

**FOURTH:** If applicable, the attached Plan of Merger was approved by the other business entity(ies) that is/are party(ies) to the merger in accordance with the respective laws of all applicable jurisdictions.

**FIFTH:** If not incorporated, organized, or otherwise formed under the laws of the state of Florida, the surviving entity hereby appoints the Florida Secretary of State as its agent for substitute service of process pursuant to Chapter 48, Florida Statutes, in any proceeding to enforce any obligation or rights of any dissenting shareholders, partners, and/or members of each domestic corporation, partnership, limited partnership and/or limited liability company that is a party to the merger.

**SIXTH:** If not incorporated, organized, or otherwise formed under the laws of the state of Florida, the surviving entity agrees to pay the dissenting shareholders, partners, and/or members

FILED  
2003 MAR 31 PM 2:20  
SOUTHEAST FIDELITY CORPORATION  
TALLAHASSEE, FLORIDA

of each domestic corporation, partnership, limited partnership and/or limited liability company that is a party to the merger the amount, if any, to which they are entitled under section(s) 607.1302, 620.205, and/or 608.4384, Florida Statutes.

**SEVENTH:** If applicable, the surviving entity has obtained the written consent of each shareholder, member or person that as a result of the merger is now a general partner of the surviving entity pursuant to section(s) 607.1108(5), 608.4381(2), and/or 620.202(2), Florida Statutes.

**EIGHTH:** The merger is permitted under the respective laws of all applicable jurisdictions and is not prohibited by the agreement of any partnership or limited partnership or the regulations or articles of organization of any limited liability company that is a party to the merger.

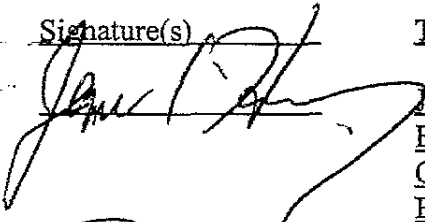

**NINTH:** The merger shall become effective as of:

11:59 p.m. on March 31, 2003.

**TENTH:** The Articles of Merger comply and were executed in accordance with the laws of each party's applicable jurisdiction.

**ELEVENTH: SIGNATURE(S) FOR EACH PARTY:**

*(Note: Please see instructions for required signatures.)*

<u>Name of Entity</u>	<u>Signature(s)</u>	<u>Typed or Printed Name of Individual</u>
BB&T/SEFCO, LLC		<u>Jerone C. Herring</u> <u>Executive Vice President, General</u> <u>Counsel and Secretary</u> <u>BB&amp;T Corporation (as member)</u>
Southeastern Fidelity Corporation		<u>James R. Sweat, III</u> <u>President</u>

FILED  
2003 MAR 31 PM 2:20  
DIVISION OF CORPORATIONS  
TALLAHASSEE, FLORIDA

**PLAN OF MERGER  
OF  
SOUTHEAST FIDELITY CORPORATION  
INTO  
BB&T/SEFCO, LLC**

FILED  
2003 MAR 31 PM 2:20  
JULIEN CORPORATION  
TALLAHASSEE, FLORIDA

Section 1. Business Entities Proposing to Merge and Surviving Entity. Southeast Fidelity Corporation, a Florida corporation ("SEFCO"), shall be merged (the "Merger") into BB&T/SEFCO, LLC, a North Carolina limited liability company, pursuant to the terms and conditions of this Plan of Merger (the "Plan of Merger"), of the Agreement and Plan of Reorganization, dated as of November 22, 2002 (the "Reorganization Agreement"), by and among BB&T Corporation, a North Carolina corporation ("BB&T"), SEFCO and James R. Sweat, III, as sole shareholder of SEFCO (the "Shareholder"), and of those certain letter agreements by and among BB&T, SEFCO and the Shareholder dated as of February 21, 2003 and February 28, 2003, amending certain provisions of the Reorganization Agreement, including substituting BB&T/SEFCO, LLC, a wholly owned subsidiary of BB&T, for BB&T as the constituent and surviving business entity in the Merger (the Agreement and Plan of Reorganization, as amended, referred to herein as the "Merger Agreement"). The effective time for the Merger (the "Effective Time") shall be set forth in the Articles of Merger to be filed with the Secretary of State of North Carolina and the Department of State of Florida. BB&T/SEFCO, LLC shall continue as the surviving business entity (the "Surviving Entity") in the Merger, and the separate corporate existence of SEFCO shall cease.

Section 2. Effects of the Merger. The Merger shall have the effects set forth in Section 57C-9A-23 of the North Carolina Limited Liability Company Act (the "NCLLCA") and in Section 607.11101 of the Florida Business Corporation Act (the "FBCA").

Section 3. Conversion of Shares.

(a) At the Effective Time, by virtue of the Merger and without any action on the part of SEFCO or the Shareholder, all of the shares of SEFCO common stock, \$1.00 par value per share ("SEFCO Common Stock") issued and outstanding immediately prior to the Effective Time shall be converted into and shall represent the right to receive the Merger Consideration (as defined in Section 4), subject to prior surrender of the certificates representing the shares of SEFCO Common Stock (as provided in Section 3(d)), and subject to provisions for distribution thereof in Section 3(d)(ii).

(b) Each share of the common stock of BB&T, par value \$5.00 per share ("BB&T Common Stock") issued and outstanding immediately prior to the Effective Time shall continue to be issued and outstanding.

(c) Until surrendered, each outstanding certificate that prior to the Effective Time represented one or more shares of SEFCO Common Stock shall be deemed upon the Effective Time for all purposes to represent only the right to receive the Merger Consideration. No interest will be paid or accrued on the Merger Consideration. Any certificate for shares of SEFCO Common Stock that has been lost or destroyed shall be deemed to be surrendered upon

receipt by BB&T of evidence of ownership of the shares represented thereby and a personal agreement of indemnification as required by BB&T, in each case in form and substance reasonably satisfactory to BB&T. After the Effective Time, no transfer of the shares of SEFCO Common Stock shall be made on the stock transfer books of BB&T.

(d) As of the Effective Time, the Shareholder shall surrender the certificates that immediately prior to the Effective Time, represented any shares of SEFCO Common Stock in exchange for the right to receive the Merger Consideration. Upon surrender of such certificates, duly endorsed or with a stock power endorsed in blank attached thereto, and such other documents as may be reasonably requested by BB&T, BB&T shall cause the Merger Consideration to be distributed as follows:

(i) An amount equal to \$100,000 (based on the Assumed Value), in the form of shares of BB&T Common Stock to the nearest whole share, shall be distributed by BB&T to the Escrow Agent named in the Escrow Agreement, to be administered pursuant to the terms of the Escrow Agreement (the "Escrow Fund"). The Shareholder shall provide BB&T with a stock power executed in blank to be attached to the certificate representing ownership of the shares of BB&T Common Stock transferable to the Escrow Fund.

(ii) The remainder of the Merger Consideration shall be distributed to the Shareholder (after applying (i) preceding).

Section 4. Merger Consideration. As used herein, the term "Merger Consideration" shall mean the portion of a whole share of BB&T Common Stock, to be exchanged for each share of SEFCO Common Stock issued and outstanding as of the Effective Time, plus cash (without interest) as and to the extent provided in paragraph (c) of this Section 4, determined as follows:

(a) The number of shares of BB&T Stock issued in exchange for all of the shares of SEFCO Common Stock (the "Exchange Shares") shall be determined by dividing \$2,500,000 (subject to adjustment as provided in paragraph (b) following) by \$36.625 (the "Assumed Value"). The number of Exchange Shares shall be rounded to the nearest whole share, and the number of shares of BB&T Common Stock to be issued in exchange for each issued and outstanding share of SEFCO Common Stock shall be determined by dividing the total number of Exchange Shares by the total number of shares of SEFCO Common Stock issued and outstanding at the Effective Time.

(b) Notwithstanding paragraph (a) preceding, in the event that the annualized Revenue of SEFCO for the three month period ending with the month prior to the Closing Date shall be less than \$2 million, the \$2.5 million amount in paragraph (a) shall be reduced by multiplying such amount by a fraction, the numerator of which is the actual annualized Revenue for such three month period and the denominator of which is \$2 million. As used in this paragraph (b) and in paragraph (c) following, the term "Revenue" shall mean the total of interest income and non-interest income which is earned in the ordinary course of business and is generally expected to recur at levels comparable to those earned in the past. In addition, the \$2.5 million amount as adjusted

FILED  
2003 MAR 31 PM 2:24  
JULY OF CORPORATIONS  
TALLAHASSEE, FLORIDA

as provided in the foregoing provisions of this paragraph (b) shall be further adjusted by subtracting therefrom the excess, if any, by which the sum of all dividends and other distributions and payments to or for the benefit of the Shareholder or any member of his family in 2002 and 2003 (if applicable) prior to the Closing (other than reasonable salary, bonus and benefits to the Shareholder consistent with past practice) exceeds the amount reasonably necessary to enable the Shareholder to pay applicable federal, state and local income taxes on earnings of SEFCO for 2002 and 2003 (if applicable) prior to the Closing (the "Shareholder Tax Obligations"). At least five days prior to the Closing Date, the Shareholder shall provide to BB&T a schedule showing the amount of taxable income of SEFCO for 2002 and 2003 (if applicable) prior to the Closing Date, the Shareholder's anticipated income tax liability with respect thereto for each such year, and the amount of dividends paid to the Shareholder with respect to each such year. The Merger Consideration as provided in paragraph (a) preceding as adjusted as provided in this paragraph (b) is referred to herein as the "Closing Merger Consideration."

(c) In addition to the Closing Merger Consideration, the Shareholder shall be entitled to receive additional Merger Consideration determined as of the close of each of the three twelve-calendar-month periods commencing with the first day of the calendar month coincident with or next following the Closing Date equal in amount to 20% of Revenue for each such twelve-month period, subject to the following limitations: (i) no additional Merger Consideration shall be earned with respect to any such twelve-month period unless Revenue for such period exceeds \$2,250,000; and (ii) in no event shall the additional Merger Consideration with respect to any such twelve-month period exceed \$556,333 and in no event shall the cumulative amount of additional Merger Consideration for all three twelve-month periods exceed \$1,669,000, and any amounts which would have been payable in excess of either of such amounts shall be disregarded; provided, that in the event the \$2.5 million amount in paragraph (a) above shall be reduced by application of paragraph (b), both of the amounts in this part (ii) shall be reduced by the same percentage as the percentage reduction of the \$2.5 million amount. For the purpose of this paragraph (c), Revenue shall be determined with reference to the SEFCO business unit as operated following the Merger. Such additional Merger Consideration, if any, for each twelve-month period shall be payable in cash by BB&T to the Shareholder no later than 90 days following the close of such period. Any amounts of additional Merger Consideration otherwise payable to the Shareholder shall be subject to offset by BB&T for any indemnity claims by BB&T against the Shareholder as provided in the Merger Agreement.

Section 5. Manager of the Surviving Entity. The name and business address of the manager of the Surviving Entity is as follows: Clark Starnes, BB&T/SEFCO, LLC, 200 West Second Street, Winston-Salem, North Carolina 27101.

Section 6. Amendment. This Plan of Merger may be amended or supplemented at any time in writing by mutual agreement of the Surviving Entity and SEFCO.

Section 7. Defined Terms. Terms defined in the Merger Agreement shall have the same meaning when used herein unless otherwise defined herein.