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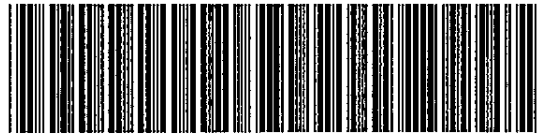
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EXPIRATION DATE
02-27-06

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**ARTICLES OF MERGER
OF SYNOVUS BANK OF TAMPA BAY
AND GIANTS PROPERTY, INC.**

I.

These Articles of Merger are filed in connection with the merger of Giants Property, Inc., a corporation organized and existing under Florida law, with and into Synovus Bank of Tampa Bay, a banking corporation organized and existing under Florida law. The surviving entity of the merger is Synovus Bank of Tampa Bay.

II.

The executed Agreement and Plan of Merger is attached hereto as Exhibit A.

III.

The Agreement and Plan of Merger was adopted by the Board of Directors of Synovus Bank of Tampa Bay on February 21, 2006.

IV.

The Agreement and Plan of Merger was not required to be approved by the shareholders of Synovus Bank of Tampa Bay or Giants Property, Inc.

V.

The merger of Giants Property, Inc. with and into Synovus Bank of Tampa Bay shall be effective after the close of business on February 27, 2006.

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EFFECTIVE DATE
02-27-06

FILED
2006 FEB 24 PM 2:12
TALLAHASSEE, FLORIDA

IN WITNESS WHEREOF, Synovus Bank of Tampa Bay has caused these Articles to be executed under its corporate seal, by its duly authorized corporate officer, as of this 21st day of February, 2006.

SYNOVUS BANK OF TAMPA BAY

A handwritten signature in black ink, appearing to read 'David Dunbar', is written over a horizontal line.

Name: David Dunbar

Title: Chief Executive Officer

EXHIBIT A

**AGREEMENT AND PLAN OF MERGER
GIANTS PROPERTY, INC.
WITH AND INTO SYNOVUS BANK OF TAMPA BAY**

This Plan of Merger of Giants Property, Inc., a corporation organized and existing under the laws of the State of Florida ("Giants"), with and into Synovus Bank of Tampa Bay, a banking corporation organized and existing under the laws of the State of Florida ("Synovus Tampa Bay"), is made on this 14 day of February, 2006 (the "Plan") pursuant to Section 607.1104 of the Florida Business Corporation Act (the "Act"). Giants and Synovus Tampa Bay are hereinafter sometimes together referred to as the "Constituent Corporations."

WITNESSETH

WHEREAS, Section 607.1104 of the Act authorizes the merger of a parent corporation owning at least 80 percent (80%) of the outstanding shares of each class of a subsidiary corporation with the subsidiary without shareholder approval; and

WHEREAS, Giants is a wholly-owned subsidiary of Synovus Tampa Bay; and

WHEREAS, Synovus Tampa Bay deems it advisable and for the benefit of each of the Constituent Corporations that they merge; and

WHEREAS, the Board of Directors of Synovus Tampa Bay has approved this Plan and the merger contemplated herein;

NOW, THEREFORE, BE IT RESOLVED THAT, the terms and conditions of the Merger and the mode of carrying the same into effect are and shall be as follows:

1. On the Effective Date, Giants shall be merged with and into Synovus Tampa Bay (Synovus Tampa Bay being hereinafter sometimes called the "Surviving Corporation"), the corporate existence of the Surviving Corporation shall be continued, and thereafter the individual existence of Giants shall cease (the "Merger").

2. The Merger herein contemplated shall be effective after the close of business on February 17, 2006 (the "Effective Date").

3. The terms and conditions of the Merger are as follows:

(a) Upon the Effective Date of the Merger, each issued and outstanding share of common stock of Giants shall be canceled and retired and all certificates representing such shares shall be canceled and no cash or securities or other property shall be issued in respect thereof.

(b) Each share of common stock of Synovus Tampa Bay issued and outstanding prior to the Effective Date shall, on and after the Effective Date, continue unchanged and

shall continue to evidence one share of common stock of the Surviving Corporation.

(c) Upon the Effective Date, the separate existence of Giants shall cease, and in accordance with the terms of this Plan, the title to any real estate and other property vested in Giants is vested in the Surviving Corporation without reversion or impairment; the Surviving Corporation shall have all the liabilities of each of the Constituent Corporations; and any proceeding pending against any Constituent Corporation may be continued as if the Merger did not occur or the Surviving Corporation may be substituted in its place.

4. If at any time the Surviving Corporation shall consider or be advised that any further assignments or assurances in law or any things are necessary or desirable to vest in said corporation, according to the terms hereof, the title to any property or rights of Giants, the last acting officers of Giants, or the corresponding officers of the Surviving Corporation, shall and will execute and make all such proper assignments and assurances and do all things necessary or proper to vest title in such property or rights in the Surviving Corporation, and otherwise to carry out the purposes of this Plan.

5. The directors and officers of the Surviving Corporation shall continue in office until they resign or until their successors are elected and qualified.

6. From and after the Effective Date, the Articles of Incorporation of Giants shall be deemed repealed, and the Surviving Corporation shall continue to be governed by its existing Articles of Incorporation under the laws of the State of Florida until such Articles of Incorporation is altered, amended, or repealed as provided by law.

7. From and after the Effective Date, the bylaws of Giants shall be deemed repealed, and the bylaws of the Surviving Corporation shall continue in effect until the same shall be altered, amended, or repealed as therein provided or as provided by law.

8. The shareholders of Giants who, except for the applicability of Section 607.1104 of the Act, would be entitled to vote and who dissent from the Merger pursuant to Section 607.1321 of the Act may be entitled, if they comply with the provisions of the Act regarding appraisal rights, to be paid the fair value of their shares.

IN WITNESS WHEREOF, the undersigned duly authorized officer of Synovus Tampa Bay has herewith caused this Agreement to be executed as of this 21st day of February, 2006.

SYNOVUS BANK OF TAMPA BAY



Name: David Dunbar

Its: Chief Executive Officer