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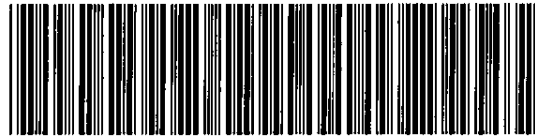
(Business Entity Name)

(Document Number)

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08 APR 28 PM 2:40
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

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merger N/C

SP 4/28

**INTEROFFICE
COMMUNICATION**



**OFFICE OF FINANCIAL
REGULATION**

DATE: April 25, 2008

TO: Karon Beyer, Chief
Department of State
Division of Corporations

FROM: Bruce Ricca, Office of Financial Regulation

SUBJECT: Merger of First Florida Bank with and into Synovus Bank of Tampa Bay
and under the title of Synovus Bank

Please file the attached "Merger Documents" for the above-referenced institutions, using April 28, 2008, as the effective date for the merger.

Please make the following distribution of certified copies for each merger:

- (1) One copy to: Bruce Ricca
Office of Financial Regulation
200 East Gaines Street
Fletcher Building, Sixth Floor
Tallahassee, Florida 32399-0371
- (2) Two copies to: Ms. Cathi C. Wilkinson
2940 Kerry Forest Parkway, Suite 103
Tallahassee, Florida 32309-6899
- (3) One copy to: Mr. Tim Hubby
(uncertified) Federal Deposit Insurance Corporation
10 Tenth Street, N. E.
Suite 800
Atlanta, Georgia 30309-3906

Also attached is a check that represents payment of the filing fees, charter tax and certified copies. If you have any questions, please call 410-9528.

OFFICE OF FINANCIAL REGULATION



Having been approved by the Commissioner of the Office of Financial Regulation on April 24, 2008, to merge First Florida Bank, Naples, Collier County, Florida, and Synovus Bank of Tampa Bay, St. Petersburg, Pinellas County, Florida, and being satisfied that the conditions of approval have been met, I hereby approve for filing with the Department of State, the attached "Agreement and Plan of Merger" which contains the Articles of Incorporation of Synovus Bank of Tampa Bay, to do business under the title of Synovus Bank (the resulting bank), so that effective on April, 28 2008, they shall read as stated herein.

Signed on this 24TH day of
April 2008.

Linda B. Charity
Director, Division of Financial Institutions

PLAN AND AGREEMENT OF MERGER

FILED

08 APR 28 PM 2:10

SECRETARY OF STATE
TALLAHASSEE, FLORIDA

THIS PLAN and AGREEMENT OF MERGER is entered into this 21 day of February, 2008, by and between First Florida Bank, a Florida banking corporation ("First Florida"), Synovus Bank of Tampa Bay, a Florida banking corporation ("SBTB") and Synovus Financial Corp., a Georgia corporation and registered multibank holding company ("Synovus Financial").

WHEREAS, Synovus Financial owns one hundred percent (100%) of the outstanding shares of stock of each of First Florida and SBTB; and

WHEREAS, a majority of the Board of Directors of First Florida and a majority of the Board of Directors of SBTB have determined that it is in the best interest of First Florida and SBTB respectively, for First Florida to merge with and into SBTB, under the charter of SBTB and with the new name Synovus Bank; and

WHEREAS, a majority of the Board of Directors of Synovus Financial has authorized this Agreement and has agreed that Synovus Financial shall join in and be bound by it.

NOW, THEREFORE, in consideration of the premises, the mutual promises set forth herein, Ten and No/100 Dollars (10.00) and other valuable consideration, the receipt and sufficiency of which are hereby conclusively acknowledged, First Florida, SBTB and Synovus Financial hereby make this Agreement and prescribe the terms and conditions of the merger, and the manner of carrying the merger into effect as follows:

ARTICLE I
DEFINITIONS

1.1 "Effective Date" shall mean the date of consummation of the Merger.

1.2 "FDIC" shall mean the Federal Deposit Insurance Corporation of the United States.

1.3 "First Florida" shall mean First Florida Bank, a banking corporation duly organized under the laws of the State of Florida, Charter No. 35105, having its principal offices at 8850 Tamiami Trail North, Naples, Florida 34108. As of December 31, 2007, First Florida had capital accounts of \$86,959,000, divided into 600,000 shares of Capital Stock, each with a par value of \$5.00 per share, Surplus of \$100,335,000, and Retained Earnings and accumulated other comprehensive income of (\$16,376,000).

1.4 "First Florida Stock" shall mean the shares of Five and No/100 Dollars (\$5.00) par value common stock of First Florida. No other classes of stock or securities or rights to acquire stock or securities of First Florida are authorized or issued.

1.5 "OFR" shall mean the Florida Department of Financial Services, Office of Financial Regulation.

1.6 "Merger" shall mean the business combination of First Florida with and into SBTB, as hereinafter fully described, pursuant to which SBTB shall be the surviving corporation, thereafter continuing to operate as a wholly owned subsidiary of Synovus Financial.

1.7 "Resulting Bank" shall mean SBTB, the organization which will survive the Merger and continue operation under the name Synovus Bank pursuant to amended Articles of Incorporation and its current By-Laws and charter, with capital, surplus and undivided profits equal to its capital, surplus, and undivided profits and the capital, surplus and divided profits of First Florida immediately prior to the Merger.

1.8 "SBTB" shall mean Synovus Bank of Tampa Bay, a banking association duly organized under the laws of the State of Florida, having its principal offices at 12450 Roosevelt Boulevard, St. Petersburg, Florida 33701, Charter No. 34172. As of December 31, 2007, SBTB had capital accounts of \$223,569,000, divided into 537,600 shares of Capital Stock, each with a par value of \$5.00 per share, Surplus of \$202,267,000, and Retained Earnings and other accumulated comprehensive income of \$18,614,000.

1.9 "SBTB Stock" shall mean the shares of Five and No/100 Dollars (\$5.00) par value common stock of SBTB. No other classes of stock or securities or rights to acquire stock or securities of SBTB are authorized or issued.

1.10 "Synovus Financial" shall mean Synovus Financial Corp., a business corporation duly organized under the laws of the State of Georgia, registered with the Federal Reserve as a multibank holding company having its principal offices at 1111 Bay Avenue, Suite 500, Columbus, Georgia 31901.

ARTICLE II
MERGER

2.1 Resulting Bank. Upon the Effective Date, First Florida shall merge with and into SBTB in accordance with the applicable laws of the State of Florida. SBTB shall be the Resulting Bank and shall operate as such under the Amended Articles of Incorporation attached hereto as Exhibit "A", pursuant to the provisions of, and with the effect provided in, Section 658.41(2), Florida Statutes (2007).

2.2 Assets. Upon the Effective Date, the separate corporate existence of First Florida will cease. All rights, franchises and interests of First Florida in and to every type of property (whether real, personal, tangible, intangible, or mixed) and choses in action shall be transferred to and vested in SBTB by virtue of the Merger without the need for any deed or other action or document of transfer.

2.3 Liabilities. Upon the Effective Date, SBTB shall be liable for all liabilities of First Florida and all debts, liabilities, obligations, and contracts of First Florida, matured or unmatured, whether accrued, absolute, contingent or otherwise, and whether or not reflected or reserved against on any balance sheets, books of account, or records of First Florida, as the case may be, shall be those of SBTB, and shall not be released or impaired by the Merger. All rights of creditors and other obligees

and all liens on property of First Florida shall be preserved unimpaired.

ARTICLE III
TRANSFERS OF STOCK

3.1 Cancellation of First Florida Stock. Upon the Effective Date, all outstanding certificates representing shares of First Florida Stock shall be canceled and surrendered. Thereafter the amount representing the capital stock of First Florida immediately prior to the Merger shall be added to Surplus of the Resulting Bank.

3.2 Consent by Shareholder; Dissent. Synovus Financial, as the sole shareholder of all of the outstanding shares of the SBTB Stock and the First Florida Stock, consents to the Merger by its execution hereof. Synovus Financial shall vote all of the outstanding shares of First Florida Stock in favor of the Merger, and it shall not dissent from the plan of merger with respect to any of its shares of First Florida Stock.

ARTICLE IV
OTHER CORPORATE CHANGES

4.1 Resulting Bank. Upon the Effective Date, the capital and surplus of the Resulting Bank shall be the combined capital and surplus of SBTB and First Florida and immediately prior to the Merger. Based on September 30, 2007, figures, the capital accounts of the Resulting Bank shall be as follows: Common Stock of \$2,688,000; Surplus of \$305,602,000; and Undivided Profits of

\$2,238,000, adjusted, however, for normal earnings and expenses between December 31, 2007, and the Effective Date. The Resulting Bank shall operate as a wholly owned subsidiary of Synovus Financial.

ARTICLE V
OPERATIONS

5.1 Board of Directors. Upon the Effective Date, the Board of Directors of SBTB shall consist of all the persons whose names and current addresses are set forth below:

<u>Director</u>	<u>Address</u>
Robert J. Banks	516 Lakeview Road, Villa III Clearwater, FL 33756
Stewart Bitterman	784 MacEwan Drive Osprey, FL 34229
Christopher A. Braun	3411 N. Tamiami Trail Naples, FL 34103
James J. Crandall	6430 Plantation Park Court Ft. Myers, FL 33966
David W. Dunbar	Post Office Box 30707 Tampa, FL 33630-3707
Donald F. Garrett	4933 N. Tamiami Trail, Ste. 300 Naples, FL 34103
Donald F. Kaltenbach	2803 Fruitville Road Sarasota, FL 34237
Woodrow J. Latvala	2050 Tall Pines Dr., Ste. A Largo, FL 33771
Linda Roberts Lehtomaa	10501 FGCU Blvd. S. Ft. Myers, FL 33965
Hugh E. McGuire	21555 County Road 675 Myakka City, FL 34251

Shane Alan McIntosh	36-9 th Street S., #4 Naples, FL 34102
David F. Nelson	3483 Alternate 19 Palm Harbor, FL 34683
John B. Norrie	14805 49 th St. N. Clearwater, FL 33762
Frank P. Orlando	1971 Dory Court Naples, FL 34102
Ronald R. Petrini	2310 Starkey Road Largo, FL 33771
Neil W. Savage	Post Office Box 30707 Tampa, FL 33630-3707
Daniel R. Schmitt	17935 US Highway 19 Hudson, FL 34667
Robert B. Spence	250 Belcher Road, Ste. 100 Clearwater, FL 33765
John B. Wier, Jr.	4450 60 th Avenue, N. St. Petersburg, FL 33714
Harold J. Winner	Post Office Box 30707 Tampa, FL 33630-3707

5.2 Executive Officers. Upon the Effective Date, the executive officers of SBTB shall consist of the persons whose names and current addresses are set forth below:

Stanley B. Andrzejewski, EVP
8850 Tamiami Trail North
Naples, FL 34108

L. Thomas Baker, EVP
Post Office Box 30707
Tampa, FL 33630-3707

Susan L. Blackburn, EVP
Post Office Box 30707
Tampa, FL 33630-3707

Dominic DiMaio, City President/Southwest Florida
16451 Healthpark Commons Drive
Ft. Myers, FL 33908

David W. Dunbar, CEO
Post Office Box 30707
Tampa, FL 33630-3707

Cathy P. Swanson, EVP
Post Office Box 30707
Tampa, FL 33630-3707

Harold J. Winner, President
Post Office Box 30707
Tampa, FL 33630-3707

R. Scott Zykoski, EVP
Post Office Box 30707
Tampa, FL 33630-3707

ARTICLE VI
CONDITIONS, EFFECTIVE DATE AND TERMINATION

6.1 Conditions. Effectuation of the Merger as provided for herein is conditioned upon:

6.1.1 Ratification and confirmation of the Plan and Agreement of Merger by the Board of Directors of SBTB and First Florida, respectively, and by the Board of Directors of Synovus Financial, as required by law and the constituents' respective Articles of Incorporation and By-Laws of SBTB and First Florida; and

6.1.2 Procurement of all other consents and approvals, and satisfaction of all other requirements prescribed by law which are necessary for consummation of the Merger, including but not limited to approvals of the Merger application by the OFR,

FDIC and any other approvals required to be obtained from any other State or Federal regulatory body.

6.2 Certificate and Effective Date. Subject to the terms and upon satisfaction of all requirements of law and the conditions specified in this Agreement, including, among other conditions, receipt of the approval of the OFR and FDIC as referred to in Section 6.1.2 of this Agreement, the Merger shall become effective at the time specified in the orders to be issued by the OFR and FDIC approving the Merger.

6.3 Termination. This Merger Agreement may be terminated by Synovus Financial, by written notice delivered to SBTB and First Florida, such notice being authorized and approved by resolution adopted by the Board of Directors of Synovus Financial, if:

6.3.1 The Merger is deemed to be unwise in the opinion of the Board of Directors of Synovus Financial, for any reason; or

6.3.2 There shall be threatened, instituted or pending any action or proceeding before any court, governmental agency or other tribunal challenging the Merger or otherwise challenging matters directly or indirectly relating to the Merger which shall make consummation of the Merger inadvisable in the opinion of the Board of Directors of Synovus Financial; or

6.3.3 Any action, consent or approval, governmental or otherwise which is, or in the opinion of counsel for Synovus

Financial, may be necessary to permit or enable SBTB, upon and after the Merger, to conduct all or any part of the business and activities of SBTB and First Florida up to the time of the Merger, in the manner in which such activities are then conducted, shall not have been obtained; or

6.3.4 There shall have been any action taken by any governmental agency rendering the Merger illegal, or alleging violation of any statute, regulation, rule or order; or

6.3.5 There shall not have been obtained a ruling from the Internal Revenue Service or an opinion of counsel, satisfactory in form and substance to Synovus Financial to the effect that under the Internal Revenue Code of 1986, as amended, neither gain nor loss will be recognized for federal income tax purposes by SBTB, First Florida or Synovus Financial, by virtue of Synovus Financial's receipt of SBTB Stock in return for First Florida Stock by reason of the transactions contemplated herein, or as to such further matters relating to the tax consequences of the transactions contemplated hereby, as Synovus Financial, or its counsel may deem advisable; or

6.3.6 Any changes shall occur or be threatened in the business, financial condition, operations, or results of operations of SBTB or First Florida which, in the sole judgment of Synovus Financial, is or may be materially adverse, or Synovus Financial shall have become aware of any existing facts which, in the sole

discretion of Synovus Financial, have or may have material adverse significance with respect to the value of the stock of any of SBTB and First Florida; or

6.3.7 Any State or Federal statute, rule or regulation shall have been proposed or enacted, which in the sole judgment of Synovus Financial, would or might prohibit, restrict or delay consummation of the Merger; or

6.3.8 For any other reason consummation of the Merger is inadvisable in the opinion of the Board of Directors of Synovus Financial.

6.4 Release. Upon termination by written notice, as provided in Section 6.3, this Agreement shall be void and of no further force and effect, and there shall be no liability by reason of this Agreement or the termination thereof on the part of any of Synovus Financial, SBTB or First Florida, or the directors, officers, employees, agents or stockholders of any of them, and all such parties shall be released from all such liability.

ARTICLE VII CONDUCT PENDING MERGER

7.1 Operations. After the date hereof and prior to the Effective Date, SBTB and First Florida shall operate in the same manner as they are currently operating, and none of them shall:

7.1.1 Make any change in its Articles of Incorporation or Bylaws;

7.1.2 Issue any stock or securities or grant any options or rights to acquire stock or securities;

7.1.3 Make any commitments, or enter into any contracts which are not to be fully performed within six months except in the ordinary course of business;

7.1.4 Incur or assume any liability or obligation except in the ordinary course of business;

7.1.5 Make any change on any bonus, group insurance, pension, profit sharing, deferred compensation or other benefit plan;

7.1.6 Dispose of any assets other than in the ordinary course of business;

7.1.7 Directly or indirectly agree to take any of the foregoing actions; or

7.1.8 Otherwise take any action which might have any material adverse effect on its financial condition or operations.

ARTICLE VII MISCELLANEOUS

8.1 Waivers and Amendments. Any term or condition of this Agreement may be waived at any time by the party entitled to the benefit thereof if such waiver is in writing and, when applicable, if authorized by the Board of Directors of such party. This Agreement may be amended at any time if such amendment is in writing and is approved by the Board of Directors of each of the parties hereto.

8.2 Entire Agreement. This Agreement contains the entire agreement between the parties hereto, with respect to this Agreement and any related transactions, and supersedes all prior arrangements or understandings, whether oral or written, among the parties with respect thereto.

8.3 Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original instrument, but all such counterparts together shall constitute a single agreement.

8.4 Cooperation. The parties to this Agreement are aware that consummation of this transaction may require the execution of additional documents and cooperation in other matters regarding obtaining the necessary approvals. All parties shall proceed expeditiously and cooperate fully in the procurement of such approvals and in the performance of such other actions and the satisfaction of such other requirements as may be necessary or expedient for the consummation of the Merger. Such additional documents as may be required shall be consistent with this Agreement, and shall contain only such additional terms and conditions as are requested or required by regulatory authorities.

8.5 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida, except to the extent that Federal law may preempt any of the terms,

conditions or provisions hereof, in which event Federal law will govern the terms of this Agreement.

8.6 Notices. All notices which are required to be given or may be given to the parties pursuant to the terms of the Agreement shall be sufficient in all respects if given by prepaid telex or telegram or in writing and delivered personally or by prepaid express mail or courier, as follows:

Synovus Financial:	1111 Bay Avenue, Suite 500 Columbus, GA 31901
SBTB:	12450 Roosevelt Boulevard St. Petersburg, FL 33701
First Florida:	8850 Tamiami Trail North Naples, FL 34108

IN WITNESS WHEREOF, SBTB, First Florida and Synovus Financial have caused this Agreement to be executed by their duly authorized officers and as of the date first above written.

SYNOVUS BANK OF TAMPA BAY

By:  _____

Its: CEO _____

FIRST FLORIDA BANK

By:  _____

Its: City President/Southwest Florida _____

SYNOVUS FINANCIAL CORP

By: 

Its: SRVP Deputy General Counsel

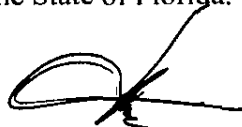
As sole shareholder of Synovus Bank
of Tampa Bay and First Florida Bank

ARTICLES OF AMENDMENT
TO
ARTICLES OF INCORPORATION
OF
SYNOVUS BANK OF TAMPA BAY

The undersigned officers of Synovus Bank of Tampa Bay, Palm Harbor, Florida do hereby certify that on the 20th day of February, 2008, Synovus Financial Corp. ("Synovus"), the holder of 100% of its outstanding capital stock, acted by written consent in lieu of a meeting and approved an amendment to Article I of the Articles of Incorporation as set out herein, in compliance with Sections 607.0704 and 607.1006, Florida Statutes, and with the Articles of Incorporation and Bylaws of said corporation. Synovus, in its capacity as sole shareholder, approved the amendment changing the name of the corporation to SYNOVUS BANK and amending Article I of the Articles of Incorporation so that, effective APRIL 28, 2008, at 8:01 p.m. Eastern Time, in lieu of its present language, it shall read:

ARTICLE I

The name of the corporation shall be SYNOVUS BANK and its principal business address shall be 12450 Roosevelt Blvd., Suite 400, St. Petersburg, FL 33716, in the City of St. Petersburg, in the County of Pinellas, and in the State of Florida.



DAVID W. DUNBAR
Chief Executive Officer

(Corporate Seal)



Secretary

Approved by the Office of Financial Regulation this 24TH day of APRIL, 2008.



Director, Financial Institutions

State of Florida



Department of State

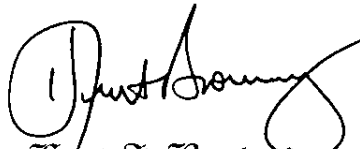
I certify the attached is a true and correct copy of the Articles of Incorporation, as amended to date, of SYNOVUS BANK OF TAMPA BAY, a corporation organized under the laws of the State of Florida, as shown by the records of this office.

The document number of this corporation is P95000091593.

Given under my hand and the
Great Seal of the State of Florida
at Tallahassee, the Capitol, this the
Eighteenth day of April, 2008



CR2EO22 (01-07)


Kurt S. Browning
Secretary of State

**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
WILMINGTON, 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 21st 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

ARTICLES OF AMENDMENT
TO
ARTICLES OF INCORPORATION
OF
PEOPLES BANK

FILED
05 JUL 22 AM 10:32
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

The undersigned officers of Peoples Bank, Palm Harbor, Florida, do hereby certify that on the 30th day of June, 2005, Synovus Financial Corp. ("Synovus"), the holder of 100% of its outstanding capital stock, acted by written consent in lieu of a meeting and approved an amendment to Article I of the Articles of Incorporation as set out herein, in compliance with Sections 607.0704 and 607.1006, Florida Statutes, and with the Articles of Incorporation and Bylaws of said corporation. Synovus, in its capacity as sole shareholder, approved the amendment changing the name of the corporation to SYNOVUS BANK OF TAMPA BAY and amending Article I of the Articles of Incorporation so that, effective July 22, 2005 at 8:01 p.m. Eastern Time, in lieu of its present language, it shall read:

ARTICLE I

The name of the corporation shall be SYNOVUS BANK OF TAMPA BAY and its initial place of business shall be 32845 U.S. Highway 19, in the City of Palm Harbor, in the County of Pinellas, and in the State of Florida.



David W. Dunbar
Chairman and CEO

(Corporate Seal)



Wayne Bard
Secretary

Approved by the Office of Financial Regulation this 12th day of July, 2005.



Director, Financial Institutions

FILED

97 MAR 27 AM 9:39

ARTICLES OF AMENDMENT
OF
PEOPLES BANK

SECRETARY OF STATE
TALLAHASSEE, FLORIDA

The undersigned corporation (the "Corporation"), in accordance with the Florida General Corporation Act and its Articles of Incorporation, hereby adopts the following Articles of Amendment:

1. Corporation Name: The name of the Corporation is : Peoples Bank.
2. Amendments:
 - A. The text of Article III is deleted in its entirety and the following language substituted therefor:


ARTICLE III

The total number of authorized shares to be issued by the corporation shall be 1,000,000. Such shares shall be of a single class and shall have a par value of \$5.00 per share.

3. Adoption: This Amendment was recommended to the holders of common stock (only class authorized and outstanding) by resolution of the board of directors adopted December 19, 1996, and was presented at its annual meeting of stockholders held on March 20, 1997, notice thereof having been given pursuant to section 607.0705 of the Florida Statutes. The resolution was adopted by a majority of the votes entitled to be cast, a quorum being present and such majority being sufficient for approval pursuant to the By-Laws of the corporation.
4. Effective Date: This Amendment shall become effective upon filing with the Florida Secretary of State.

IN WITNESS WHEREOF, the undersigned have executed and signed these Articles of Amendment on behalf of the Corporation this 21st day of March, 1997.

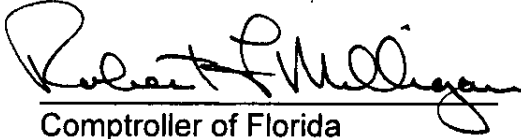
PEOPLES BANK

By: 
David W. Dunbar
Chairman/Chief Executive Officer

ATTEST:


Wayne B. Bard, Secretary

Approved by the Department of Banking and Finance this 27th day
of March, 1997.


Comptroller of Florida

**ARTICLES OF INCORPORATION OF
PEOPLES BANK**

FILED
95 DEC -1 PM 2:30
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

The undersigned, acting as directors(s) for the purpose of forming a corporation under and by virtue of the Laws of the State of Florida, adopt(s) the following Articles of Incorporation.

ARTICLE I

The name of the corporation shall be PEOPLES BANK and its initial place of business shall be at 32845 U. S. Highway 19, Palm Harbor the County of PINELLAS and the State of Florida.

ARTICLE II

The general nature of the business to be transferred by this corporation shall be: That of a general commercial banking business with all the rights, powers, and privileges granted and conferred by the Florida Financial Institutions Codes, regulating the organization, powers, and management of banking corporations.

ARTICLE III

The total number of authorized shares to be issued by the corporation shall be 475,000. Such shares shall be of a single class and shall have a par value of \$5.00 per share. The corporation shall begin business with at least \$2,150,000 in paid-in capital to be divided into 430,000 shares. The amount of paid-in surplus with which the corporation will begin business will not be less than \$1,000,000 and the amount of undivided profits, not less than \$950,000 all of which (capital stock, surplus, and undivided profits) shall be paid in cash.

ARTICLE IV

The term for which said corporation shall exist shall be perpetual unless terminated pursuant to the Florida Financial Institutions Codes.

ARTICLE V

The number of directors shall not be fewer than five (5). A majority of the full board of directors may, at any time during the years following the annual meeting of shareholders in which such action has

been authorized, increase the number of directors by not more than two(2) and appoint persons to fill resulting vacancies. The names and street addresses of the first directors of the corporation are:

DIRECTORS' NAMES

STREET ADDRESS

David L. Brandon

681 Tomoka Drive
Palm Harbor, FL 34683

David W. Dunbar

1614 Santa Barbara Drive
Dunedin, FL 34698

Frederick E. Fisher

1019 Royal Troon Court
Tarpon Springs, FL 34689

Donald F. Kaltenbach

8445 Cessna Drive
New Port Richey, FL 34654

Glen L. Keys

1418 Circle Drive
Tarpon Springs, FL 34689

Woodrow J. Latvala

109 Phillips Way
Palm Harbor, FL 34683

Daniel R. Schmitt

6205 Roxboro Street
Spring Hill, FL 34606

Robert B. Spence

1746 Bel Keene Drive
Clearwater, FL 34616

In witness of the foregoing, the undersigned director(s) have executed these Articles of Incorporation this 21 day of NOVEMBER, A.D. 1995.

NAME

STREET ADDRESS

David L. Brandon

681 Tomoka Drive
Palm Harbor, FL 34683

David W. Dunbar

1614 Santa Barbara Drive
Dunedin, FL 34698

Frederick E. Fisher

1019 Royal Troon Court
Tarpon Springs, FL 34689

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Tarpon Springs, FL 34689

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109 Phillips Way
Palm Harbor, FL 34683

Daniel R. Schmitt

6205 Roxboro Street
Spring Hill, FL 34606

Robert B. Spence

1746 Bel Keene Drive
Clearwater, FL 34616

STATE OF FLORIDA
COUNTY OF PASCO

The foregoing instrument was acknowledged before me this 6th day of November, 1995, by DONALD F. KALTENBACH who is personally known to me or who has produced the following form of identification: personal knowledge, and who did/did not take an oath.

Loretta M. O'Connor
NOTARY PUBLIC-STATE OF FLORIDA

Notary Name: LORETTA M. O'CONNOR

My Commission Number: _____

STATE OF Florida
COUNTY OF Pinellas

The foregoing instrument was acknowledged before me this 8th day of November, 1995, by David W. Dunbar, who is personally known to me or who has produced the following form of identification: _____, and who did/did not take an oath.

Patricia C. Renwick
NOTARY PUBLIC-STATE OF Florida

Notary Name: Patricia C. Renwick

My Commission Number: CC474538



PATRICIA C RENWICK
My Commission CC474538
Expires Jul. 20, 1999
Bonded by ANB
800-852-5878

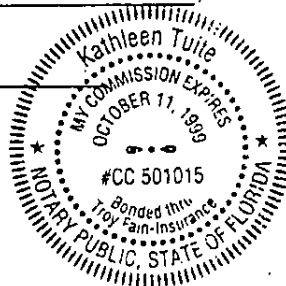
STATE OF Florida
COUNTY OF Pinellas

The foregoing instrument was acknowledged before me this 8th day of November, 1995, by David W. Dunbar, who is personally known to me or who has produced the following form of identification: _____, and who did/did not take an oath.

NOTARY PUBLIC-STATE OF Florida

Notary Name: Kathleen Tuile

My Commission Number: 501015



STATE OF Florida
COUNTY OF Pinellas

The foregoing instrument was acknowledged before me this 17th day of November, 1995, by Robert D. Spence, who is personally known to me or who has produced the following form of identification: _____, and who did/did not take an oath.

Lucy C. Diaz
NOTARY PUBLIC-STATE OF Florida

Notary Name: Lucy C. Diaz

My Commission Number: 198909



OFFICIAL SEAL
LUCY C. DIAZ
My Commission Expires
JULY 11, 1999
Notary No. CC 198909

STATE OF Florida
COUNTY OF Pinellas

The foregoing instrument was acknowledged before me this 21st day of November, 1995, by Daniel R. Schmitt, who is personally known to me or who has produced the following form of identification: 5530-77637-267 FL DL, and who did/did not take an oath.

Patricia C. Renwick
NOTARY PUBLIC-STATE OF Florida

Notary Name: Patricia C. Renwick

My Commission Number: CC 474538



PATRICIA C RENWICK
My Commission CC474538
Expires Jul. 20, 1999
Bonded by ANB
800-852-5878

STATE OF Florida
COUNTY OF Pinellas

The foregoing instrument was acknowledged before me this 21st day of November, 1995, by Frederick E. Fisher, who is personally known to me or who has produced the following form of identification: personally known to me, and who did/did not take an oath.

Patricia C. Renwick
NOTARY PUBLIC-STATE OF Florida

Notary Name: PATRICIA C. Renwick

My Commission Number: CC 474538



PATRICIA C RENWICK
My Commission CC474538
Expires Jul. 20, 1999
Bonded by ANB
800-852-5878

STATE OF Florida
COUNTY OF Pinellas

The foregoing instrument was acknowledged before me this 21st day of November, 1995, by Glen L. Keys, who is personally known to me or who has produced the following form of identification: FL Drivers License, and who did/did not take an oath.

Patricia C. Renwick
NOTARY PUBLIC-STATE OF Florida

Notary Name: Patricia C. Renwick

My Commission Number: CC 474538



PATRICIA C RENWICK
My Commission CC474538
Expires Jul. 20, 1999
Bonded by ANB
800-852-5878

STATE OF Florida
COUNTY OF Monroe

The foregoing instrument was acknowledged before me this 14 day of November, 1995, by Wendee S. Latvala, who is personally known to me or who has produced the following form of identification: personally known, and who did/did not take an oath.

Patricia C. Renwick
NOTARY PUBLIC-STATE OF Florida

Notary Name: Patricia C. Renwick

My Commission Number: CC474538



PATRICIA C RENWICK
My Commission CC474538
Expires Jul. 20, 1999
Bonded by ANB
800-052-5678

Approved by the Department of Banking and Finance this 1st day of December, 1995.

Tallahassee, Florida

Robert H. Milligan
ROBERT MILLIGAN

Comptroller of Florida and Head of the
Department of Banking and Finance

FILED
95 DEC -1 PM 2:30
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

OFFICER'S CERTIFICATE

The undersigned hereby certifies as follows:

1. The undersigned is the duly appointed and acting Senior Vice President and Deputy General Counsel of Synovus Financial Corp.
2. The following is a true, accurate and compared transcript of resolutions duly, validly and lawfully adopted effective as of the 20th day of February, 2008, by written action of Synovus Financial Corp.:

The undersigned, Synovus Financial Corp., a Georgia corporation, being the sole shareholder (the "Shareholder") of Synovus Bank Tampa Bay and First Florida Bank, hereby adopts the following resolutions by written consent in lieu of a meeting:

WHEREAS, Synovus Bank Tampa Bay ("SBTB") and First Florida Bank ("First Florida") are affiliated entities under the ultimate common control of Shareholder; and

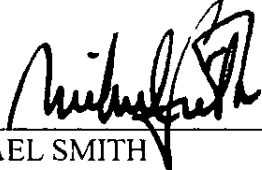
WHEREAS, the Board of Directors of SBTB and of First Florida have each recommended to the Shareholder a proposal for SBTB and First Florida to enter into a Plan and Agreement of Merger substantially in the form attached hereto as Exhibit A (the "Merger Agreement"), pursuant to which SBTB would be the surviving entity; and

NOW, THEREFORE, BE IT RESOLVED, that the Shareholder approves the Merger; and it is

FURTHER RESOLVED, that the officers of SBTB and of First Florida are hereby authorized to execute the Merger Agreement; to execute and file for all necessary regulatory approvals of the Merger, including without limitation, applications with the State of Florida Department of Financial Services and the Federal Deposit Insurance Corporation; to execute and file Articles of Merger with the Secretary of State of Florida with respect to the same; and to execute such other documents and perform such other actions as may be necessary to consummate the transactions contemplated by the Merger Agreement.

3. The foregoing resolutions have not been rescinded, modified or repealed in any manner, are not in conflict with any agreement of the Company and are in full force and effect as of the date of this Certificate.

IN WITNESS WHEREOF, the undersigned has executed this Certificate pursuant to due authorization, all as of this 17th day of April, 2008.

A handwritten signature in black ink, appearing to read "Michael Smith", is written over a horizontal line.

MICHAEL SMITH
Sr. Vice President and Deputy General Counsel
Synovus Financial Corp.