

P94000032586

FLORIDA FILING & SEARCH SERVICES, INC.
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DATE: NOVEMBER 30, 1998

ACCOUNT NO: FCA000000015

AUTHORIZATION: ABBIE/PAUL HODGE

Abbie Hodge

FILED
98 NOV 30 PM 3:50
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

TYPE OF FILING:
ARTICLES OF MERGER

700002698057--6

CORPORATE NAMES:
CFH ACQUISITION COMPANY, INC.
CAPITAL FACTORS HOLDING, INC.

SPECIAL INSTRUCTIONS:

CERTIFIED COPY

COST:

~~1170.75~~

80.75

RECEIVED
98 NOV 30 PM 3:42
DEPARTMENT OF CORPORATION

See 12/1

ARTICLES OF MERGER
Merger Sheet

MERGING:

CFH ACQUISITION COMPANY, INC., a Florida corporation, P98000098970

INTO

CAPITAL FACTORS HOLDING, INC., a Florida corporation, P94000032586

File date: November 30, 1998

Corporate Specialist: Teresa Brown

Account number: FCA000000015

Account charged: 78.75

**ARTICLES OF MERGER
OF
CFH ACQUISITION COMPANY, INC.
WITH AND INTO
CAPITAL FACTORS HOLDING, INC.**

FILED
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SECRETARY OF STATE
TALLAHASSEE, FLORIDA


Pursuant to Section 607.1105 of the Florida Business Corporation Act (the "FBCA"), CFH Acquisition Company, Inc. ("Acquisition Company"), a corporation organized and existing under the laws of the State of Florida and a wholly-owned subsidiary of Union Planters Bank, National Association ("UPBNA"), and Capital Factors Holding, Inc. ("CFH"), a corporation organized and existing under the laws of the State of Florida, and a 92.27% owned subsidiary of Acquisition Company hereby execute the following Articles of Merger:

1. The Plan of Merger, providing for the merger of Acquisition Company with and into CFH (the "Merger"), is set forth as Appendix A to these Articles of Merger. The Plan of Merger was adopted by the boards of directors of Acquisition Company and CFH on November 24, 1998 and October 16, 1998, respectively.
2. CFH shall be the surviving corporation resulting from the Merger and shall continue to be a corporation organized and existing under the laws of the State of Florida and a wholly-owned subsidiary of UPBNA.
3. No vote of the shareholders of Acquisition Company or CFH was required for consummation of the Merger, in accordance with Section 607.1104 of the FBCA.
4. Each of the undersigned officers of Acquisition Company and CFH acknowledges and certifies that he or she has read the information contained herein and the same is true and correct to the best of the undersigned's knowledge and belief.
5. The Merger is to become effective at 5:00 P.M. Eastern Time on November 30, 1998.
6. These Articles of Merger may be executed in two or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument.


IN WITNESS WHEREOF, each of the undersigned corporations has caused these Articles of Merger to be executed in its name by its duly authorized officer and attested by its secretary or assistant secretary as of this 24th day of November, 1998.

ATTEST:

CFH ACQUISITION COMPANY, INC.



By: E. James House, Jr.
Its: Secretary



By: M. Kirk Walters
Its: Vice President

ATTEST:

CAPITAL FACTORS HOLDING, INC.

By: Dennis McDermott
Its: Executive Vice President
and Chief Financial Officer

By: John W. Kiefer
Its: President and Chief Executive Officer

IN WITNESS WHEREOF, each of the undersigned corporations has caused these Articles of Merger to be executed in its name by its duly authorized officer and attested by its secretary or assistant secretary as of this 24th day of November, 1998.

ATTEST:


CFH ACQUISITION COMPANY, INC.

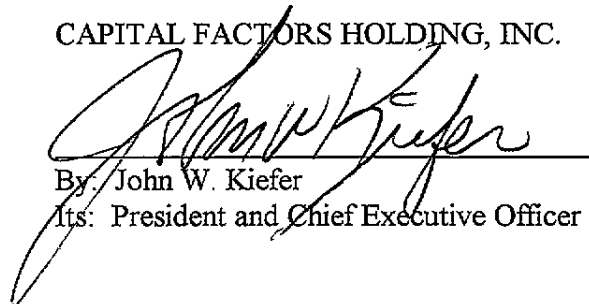
By: E. James House, Jr.
Its: Secretary

By: M. Kirk Walters
Its: Vice President

ATTEST:

CAPITAL FACTORS HOLDING, INC.


By: Dennis McDermott
Its: Executive Vice President
and Chief Financial Officer


By: John W. Kiefer
Its: President and Chief Executive Officer

APPENDIX A

PLAN OF MERGER
OF
CFH ACQUISITION COMPANY, INC.
WITH AND INTO
CAPITAL FACTORS HOLDING, INC.

Pursuant to this Plan of Merger ("Plan of Merger") **CFH Acquisition Company, Inc.**, a corporation organized and existing under the laws of the State of Florida ("Merger Sub"), will be merged with and into **Capital Factors Holding, Inc.**, a corporation organized and existing under the laws of the State of Florida ("CFH").

ARTICLE 1
DEFINITIONS

Except as otherwise provided herein, the capitalized terms set forth below shall have the following meanings:

1.1 "Articles of Merger" shall mean the Articles of Merger to be executed by Merger Sub and CFH and filed with the Secretary of State of the State of Florida relating to the merger of Merger Sub with and into UPC^{as} as contemplated by Section 2.1 of this Plan of Merger.

1.2 "Cash Payment Amount" shall mean an amount in cash equal to \$17.50.

1.3 "CFH Common Stock" shall mean the \$.01 par value common stock of CFH.

1.4 "Closing" shall mean the Closing of the transactions contemplated hereby, as described in Section 2.2 of this Plan of Merger.

1.5 "Effective Time" shall have the meaning ascribed to it in Section 2.3 of this Plan of Merger.

1.6 "FBCA" shall mean the Florida Business Corporation Act.

1.7 "Law" shall mean any code, law, ordinance, regulation, reporting or licensing requirement, rule, or statute applicable to a person or its assets, liabilities, or

business, including those promulgated, interpreted, or enforced by any federal or state regulatory agencies having jurisdiction over a person or its subsidiaries.

1.8 “**Merger**” shall have the meaning ascribed to it in Section 2.1 of this Plan of Merger.

1.9 “**Merger Agreement**” shall mean that certain Agreement and Plan of Reorganization by and between UPBNA and CFH.

1.10 “**Merger Sub Common Stock**” shall mean the \$1.00 par value common stock of Merger Sub.

1.11 “**Surviving Corporation**” shall refer to CFH as the surviving corporation resulting from the Merger.

1.12 “**UPBNA**” shall mean Union Planters Bank, National Association.

1.13 “**UPBNA Common Stock**” shall mean the \$10.00 par value common stock of UPBNA.

ARTICLE 2

TRANSACTIONS AND TERMS OF MERGER

2.1 **Merger.** Subject to the terms and conditions of this Agreement, at the Effective Time, Merger Sub shall be merged with and into CFH in accordance with the provisions of Section 607.1104 of the FBCA (the “Merger”) and with the effect provided for in Section 607.1106 of the FBCA. CFH shall be the Surviving Corporation of the Merger and shall continue to be governed by the Laws of the State of Florida. The Merger shall be consummated pursuant to the terms of the Merger Agreement, which has been approved and adopted by the Boards of Directors of CFH and UPBNA, and this Plan of Merger, which has been approved and adopted by the Boards of Directors of CFH and Merger Sub.

2.2 **Time and Place of Closing.** The Closing will take place at 9:00 A.M. Central Time on the date that the Effective Time occurs (or the immediately preceding day if the Effective Time is earlier than 9:00 A.M. Central Time), or at such other time as the Parties, acting through their duly authorized officers, may mutually agree. The place of Closing shall be at the offices of UPBNA, in Memphis, Tennessee, or such other place as may be mutually agreed upon by the parties to the Merger Agreement.

2.3 **Effective Time.** The Merger and other transactions contemplated by the Merger Agreement and this Plan of Merger shall become effective on the date and at the time the Florida Articles of Merger reflecting the Merger shall become effective with the Secretary of State of the State of Florida (the “Effective Time”).

ARTICLE 3
TERMS OF MERGER

3.1 Articles of Incorporation. The Articles of Incorporation of CFH in effect immediately prior to the Effective Time shall be the Articles of Incorporation of the Surviving Corporation after the Effective Time until otherwise amended or repealed.

3.2 Bylaws. The Bylaws of CFH in effect immediately prior to the Effective Time shall be the Bylaws of the Surviving Corporation after the Effective Time until otherwise amended or repealed.

3.3 Directors and Officers. The directors of Merger Sub in office immediately prior to the Effective Time, together with such additional persons as may thereafter be elected, shall serve as the directors of the Surviving Corporation from and after the Effective Time in accordance with the Bylaws of the Surviving Corporation. The officers of CFH in office immediately prior to the Effective Time, together with such additional persons as may thereafter be elected, shall serve as the officers of the Surviving Corporation from and after the Effective Time in accordance with the Bylaws of the Surviving Corporation.

ARTICLE 4
MANNER OF CONVERTING SHARES

4.1 Conversion of Shares. Subject to the provisions of Article 3 of the Merger Agreement, at the Effective Time, by virtue of the Merger and without any action on the part of the holders thereof, the shares of the constituent corporations shall be converted as follows:

(a) Each share of UPBNA Common Stock issued and outstanding immediately prior to the Effective Time shall remain issued and outstanding from and after the Effective Time.

(b) Each share of Merger Sub Common Stock issued and outstanding at the Effective Time shall be converted into and exchanged for one share of CFH Common Stock.

(c) Each share of CFH Common Stock (excluding shares held by CFH or any of its Subsidiaries or by UPBNA or any of its Subsidiaries, in each case other than in a fiduciary capacity or as a result of debts previously contracted) issued and outstanding immediately prior to the Effective Time shall be cancelled and converted into the right to receive in consideration thereof a cash payment from UPBNA in the amount of the Cash Payment Amount.

4.2 **Shares Held by CFH or UPBNA.** Each of the shares of CFH Common Stock held by CFH or any of its Subsidiaries or, UPBNA, or any of its Subsidiaries, in each case other than in a fiduciary capacity or as a result of debts previously contracted, shall be canceled and retired at the Effective Time and no consideration shall be issued in exchange therefor.

ARTICLE 5 MISCELLANEOUS

5.1 **Conditions Precedent.** Consummation of the Merger by Merger Sub shall be conditioned on the satisfaction of, or waiver by UPBNA of the conditions precedent to the Merger set forth in Sections 9.1 and 9.2 of the Merger Agreement. Consummation of the Merger by CFH shall be conditioned on the satisfaction of, or waiver by CFH of, the conditions precedent to the Merger set forth in Sections 9.1 and 9.3 of the Merger Agreement.

5.2 **Termination.** This Plan of Merger may be terminated at any time prior to the Effective Time by the parties hereto as provided in Article 10 of the Merger Agreement.

5.3 **Counterparts.** This Agreement may be executed in counterparts, each of which shall be an original; but all of such counterparts together shall constitute one and the same instrument.

IN WITNESS WHEREOF, each of the parties has caused this Plan of Merger to be executed on its behalf and attested by officers thereunto duly authorized all as of the 24th day of November, 1998.

CFH ACQUISITION COMPANY, INC.

By: M. Kirk Walters
M. Kirk Walters
Vice President

ATTEST: E. James House, Jr.
E. James House, Jr.
Secretary

CAPITAL FACTORS HOLDING, INC.

[CORPORATE SEAL]

By: _____
John W. Kiefer
President and Chief Executive Officer

ATTEST: _____
Dennis A. McDermott
Executive Vice President and
Chief Financial Officer

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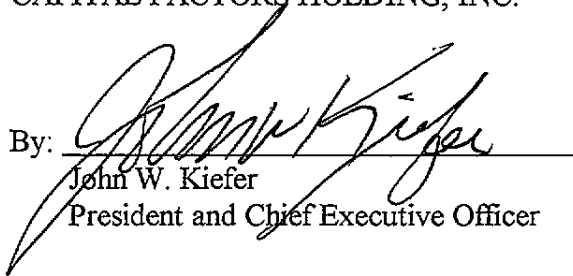
CFH ACQUISITION COMPANY, INC.

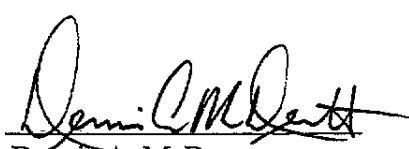
By: _____
M. Kirk Walters
Vice President

ATTEST: _____
E. James House, Jr.
Secretary

CAPITAL FACTORS HOLDING, INC.

[CORPORATE SEAL]

By: 
John W. Kiefer
President and Chief Executive Officer

ATTEST: 
Dennis A. McDermott
Executive Vice President and
Chief Financial Officer