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DATE: JULY 15, 1999
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AUTHORIZATION: ABBIE/PAUL HODGE

TYPE OF FILING
ARTICLES OF MERGER

EFFECTIVE DATE
7/16/99

merger

300002932583--1

CORPORATE NAME

REPUBLIC ACQUISITION CORP
INTO
REPUBLIC BANKING CORPORATION OF FLORIDA

FILED
99 JUL 15 PM 4:26
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

SPECIAL INSTRUCTIONS:

PLEASE RETURN 1 CERTIFIED COPY

COST: 78.75

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ARTICLES OF MERGER
Merger Sheet

MERGING:

REPUBLIC ACQUISITION CORPORATION, a Florida corporation
P99000057958

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INTO

REPUBLIC BANKING CORPORATION OF FLORIDA, a Florida corporation,
371018

File date: July 15, 1999, effective July 16, 1999

Corporate Specialist: Annette Ramsey

Account number: FCA000000015

Account charged: 78.75

EFFECTIVE DATE
7/16/99

FILED
99 JUL 15 PM 4:26
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

ARTICLES OF MERGER
OF
REPUBLIC ACQUISITION CORPORATION
WITH AND INTO
REPUBLIC BANKING CORPORATION OF FLORIDA

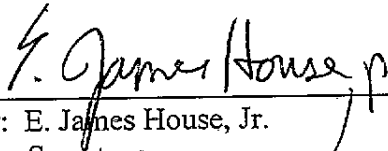
Pursuant to Section 607.1105 of the Florida Business Corporation Act (the "FBCA"), Republic Acquisition Corporation ("RAC"), a corporation organized and existing under the laws of the State of Florida and a wholly-owned subsidiary of Union Planters Bank, National Association ("UPBNA"), and Republic Banking Corporation of Florida ("Republic"), a corporation organized and existing under the laws of the State of Florida, hereby execute the following Articles of Merger:

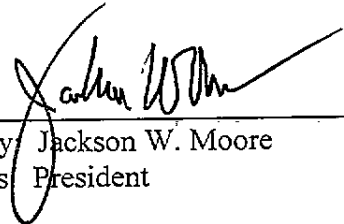
1. The Plan of Merger, providing for the merger of RAC with and into Republic (the "Merger"), is set forth as Appendix A to these Articles of Merger.
2. The Merger is to become effective at 2:01 P.M. Eastern Time on July 16, 1999.
3. The Plan of Merger was adopted by the shareholders of Republic at a meeting, duly called and convened on June 23, 1999 and by the sole shareholder of RAC by written consent dated July 6, 1999.
4. Republic 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.
5. Each of the undersigned officers of RAC and Republic 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.
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 6th day of July, 1999.

ATTEST:

REPUBLIC ACQUISITION CORPORATION


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


By: Jackson W. Moore
Its: President

ATTEST:

REPUBLIC BANKING CORPORATION OF
FLORIDA

By: Belen Rodriguez
Its: Assistant Secretary

By: Oscar Bustillo, Jr.
Its: President and Chief Executive Officer

ATTEST:


REPUBLIC ACQUISITION CORPORATION

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

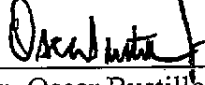
By: Jackson W. Moore
Its: President

ATTEST:

REPUBLIC BANKING CORPORATION OF
FLORIDA



By: Belen Rodriguez
Its: Assistant Secretary



By: Oscar Bustillo, Jr.
Its: President and Chief Executive Officer

APPENDIX A

PLAN OF MERGER
OF
REPUBLIC ACQUISITION CORPORATION
INTO AND WITH
REPUBLIC BANKING CORPORATION OF FLORIDA

Pursuant to this Plan of Merger ("Plan of Merger"), dated as of this 6th day of July, 1999, **Republic Acquisition Corporation** ("RAC"), a corporation organized and existing under the laws of the State of Florida and a newly-formed, wholly-owned subsidiary of **Union Planters Bank, National Association** ("UPBNA"), a national banking association, shall be merged with and into **Republic Banking Corporation of Florida** ("Republic"), a corporation organized and existing under the laws of the State of Florida.

ARTICLE 1
DEFINITIONS

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

1.1 "Effective Time" shall mean the date and time on which the Merger becomes effective pursuant to the Laws of the State of Florida as defined in Section 2.2 of this Plan of Merger.

1.2 "Exchange Agent" shall mean the exchange agent selected by UPBNA.

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

1.4 "Florida Articles of Merger" shall mean the Articles of Merger to be executed by Republic and RAC and filed with the Secretary of State of the State of Florida relating to the Merger as contemplated by Section 2.1 of this Plan of Merger.

1.5 "Law" shall have the meaning set forth in the Merger Agreement.

1.6 "Merger" shall mean the merger of RAC into and with Republic as provided in Section 2.1 of this Plan of Merger.

1.7 "Merger Agreement" shall mean the Agreement and Plan of Reorganization, dated as of February 22, 1999, as amended and restated as of March 31, 1999, by and between Republic and UPBNA.

1.8 "RAC Common Stock" shall mean the \$1.00 par value common stock of RAC.

1.9 "Republic Common Stock" shall mean the \$.01 par value common stock of Republic.

1.10 "Republic Subsidiaries" shall mean the Subsidiaries of Republic, which shall include such Subsidiaries described in Section 5.4 of the Merger Agreement and any corporation, bank, or other organization acquired as a Subsidiary of Republic in the future and owned by Republic at the Effective Time.

1.11 "Subsidiaries" shall mean all those corporations, banks, associations, or other entities of which the entity in question owns or controls 10% or more of the outstanding equity securities either directly or through an unbroken chain of entities as to each of which 10% or more of the outstanding equity securities is owned directly or indirectly by its parent; provided, there shall not be included any such entity acquired through foreclosure or any such entity the equity securities of which are owned or controlled in a fiduciary capacity.

1.12 "Surviving Corporation" shall refer to Republic as the surviving corporation resulting from the Merger.

ARTICLE 2 TERMS OF MERGER

2.1 **Merger.** Subject to the terms and conditions set forth in this Plan of Merger, at the Effective Time, RAC shall be merged with and into Republic in accordance with the provisions of Sections 607.1101 of the FBCA and with the effect provided in Sections 607.1106 of the FBCA. Republic shall be the Surviving Corporation of the Merger and shall continue to be governed by the Laws of the State of Florida.

2.2 **Effective Time.** The Merger and the other transactions contemplated by 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.

2.3 **Articles of Incorporation.** The Articles of Incorporation (the "Articles") of Republic in effect immediately prior to the Effective Time, shall be the Articles of the Surviving Corporation until otherwise amended or repealed.

2.4 **Bylaws.** The Bylaws (the "Bylaws") of Republic in effect immediately prior to the Effective Time shall be the Bylaws of the Surviving Corporation until otherwise amended or repealed.

2.5 **Directors and Officers.** The directors of RAC 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 RAC 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 3 **MANNER OF CONVERTING SHARES**

3.1 Conversion of Shares. Subject to the provisions of this Article 3, at the Effective Time, by virtue of the Merger and without any action on the part of RAC, Republic, or the shareholders of either of the foregoing, the shares of the constituent corporations shall be converted as follows:

(a) Each share of RAC Common Stock issued and outstanding immediately prior to the Effective Time shall cease to be outstanding and shall be converted to and exchanged for one share of Republic Common Stock.

(b) Each share of Republic Common Stock (excluding shares held by Republic, any Republic Subsidiary, or RAC, 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 cease to be outstanding and shall be converted into the right to receive from UPBNA a check in the amount of \$19.25 (without interest) (the "Cash Payment Amount").

3.2 Anti-Dilution Provisions. In the event Republic changes the number of shares of Republic Common Stock issued and outstanding prior to the Effective Time as a result of a stock split, stock dividend, or similar recapitalization with respect to such stock and the record date therefor (in the case of a stock dividend) or the effective date thereof (in the case of a stock split or similar recapitalization for which a record date is not established) shall be prior to the Effective Time, the Cash Payment Amount shall be proportionately adjusted.

3.3 Shares Held by Republic or RAC. Each of the shares of Republic Common Stock held by Republic, any Republic Subsidiary, or RAC, 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 4 **DELIVERY OF CONSIDERATION**

4.1 Exchange Procedures. Promptly after the Effective Time, UPBNA shall cause the Exchange Agent to mail to the former shareholders of Republic appropriate transmittal materials (which shall specify that delivery shall be effected, and risk of loss and title to the certificates theretofore representing shares of Republic Common Stock shall pass, only upon proper

delivery of such certificates to the Exchange Agent). Republic shall have the right to review the transmittal materials. After the Effective Time, each holder of shares of Republic Common Stock (other than shares to be canceled pursuant to Section 3.3 of this Plan of Merger) issued and outstanding at the Effective Time shall surrender the certificate or certificates representing such shares to the Exchange Agent and shall promptly upon surrender thereof receive in exchange therefor the consideration (without interest) provided in Section 3.1 of this Plan of Merger, together with all undelivered dividends or distributions in respect of such shares (without interest thereon) pursuant to Section 4.2 of this Plan of Merger. UPBNA shall not be obligated to deliver the consideration to which any former holder of Republic Common Stock is entitled as a result of the Merger until such holder surrenders such holder's certificate or certificates representing the shares of Republic Common Stock for exchange as provided in this Section 4.1. The certificate or certificates of Republic Common Stock so surrendered shall be duly endorsed as the Exchange Agent may require. Any other provision of this Plan of Merger notwithstanding, neither UPBNA, Republic, nor the Exchange Agent shall be liable to a holder of Republic Common Stock for any amounts paid or property delivered in good faith to a public official pursuant to any applicable abandoned property Law.

4.2 Rights of Former Republic Shareholders. At the Effective Time, the stock transfer books of Republic shall be closed as to holders of Republic Common Stock immediately prior to the Effective Time and no transfer of Republic Common Stock by any such holder shall thereafter be made or recognized. Until surrendered for exchange in accordance with the provisions of Section 4.1 of this Plan of Merger, each certificate theretofore representing shares of Republic Common Stock (other than shares to be canceled pursuant to Section 3.3 of this Plan of Merger) shall from and after the Effective Time represent for all purposes only the right to receive the consideration (without interest) provided in Section 3.1 of this Plan of Merger in exchange therefor, subject, however, to the Surviving Corporation's obligation to pay any dividends or make any other distributions with a record date prior to the Effective Time which have been declared or made by Republic in respect of such shares of Republic Common Stock and in accordance with the terms of this Agreement and which remain unpaid at the Effective Time. In the event any Republic Common Stock certificate shall have been lost, stolen, or destroyed, upon the making of an affidavit of that fact by the person claiming such certificate to be lost, stolen, or destroyed and, if required by UPBNA, the posting by such person of a bond in such amount as UPBNA may reasonably direct as indemnity against any claim that may be made against it with respect to such certificate, the Exchange Agent shall issue in exchange for such lost, stolen, or destroyed certificate the consideration provided in Section 3.1 of this Plan of Merger.

ARTICLE 5

MISCELLANEOUS

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

ARTICLE 5
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5.1 Conditions Precedent. Consummation of the Merger by RAC 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 Republic shall be conditioned on the satisfaction of, or waiver by Republic of, the conditions precedent to the Merger set forth in Sections 9.1 and 9.3 of the Merger Agreement.

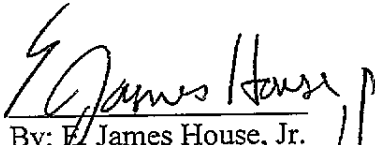
5.2 Termination. This Plan of Merger may be terminated at any time prior to the Effective Time by the parties hereto as provided in Article 10 of the Merger Agreement.


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, the parties have caused their duly authorized officers to execute this Agreement as of the date first above written.

REPUBLIC ACQUISITION CORPORATION

ATTEST:


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


By: Jackson W. Moore
Its: President

REPUBLIC BANKING CORPORATION OF FLORIDA

ATTEST:

By: Belen Rodriguez
Its: Assistant Secretary

By: Oscar Bustillo, Jr.
Its: President and Chief Executive Officer

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.

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