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F32444

DECEMBER 31, 1997

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98 JAN 2 PM 2:10
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

NAME: CAPITAL BANCORP INTO UNION PLANTERS
HOLDING CORPORATION

ACCOUNT #: FCA000000015

AUTHORIZATION: PAUL HODGE

TYPE OF FILING: ARTICLES OF MERGER

COST:

\$ 70.00

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97 DEC 31 PM 2:11
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

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Document	DOH
Examiner	DOH
Updater	DOH
Update	DOH
Verifier	DOH
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W.P. Verifier	DOH

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97 DEC 31 PM 2:29
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

F32444

ARTICLES OF MERGER
Merger Sheet

MERGING:

CAPITAL BANCORP, a Florida corporation F32444
,

INTO

UNION PLANTERS HOLDING CORPORATION, a Tennessee corporation not
qualified in Florida.

File date: December 31, 1997

Corporate Specialist: Annette Hogan

Account number: FCA000000015

Account charged: 70.00

**ARTICLES OF MERGER
OF
CAPITAL BANCORP
WITH AND INTO
UNION PLANTERS HOLDING CORPORATION**

FILED
97 DEC 31 PM 2:11
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

Pursuant to Section 607.1105 of the Florida Business Corporation Act, Union Planters Holding Corporation ("UPHC"), a corporation organized and existing under the laws of the State of Tennessee and a wholly-owned subsidiary of Union Planters Corporation, and Capital Bancorp ("Capital"), 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 dated December 1, 1997 (the "Plan of Merger"), providing for the merger of Capital with and into UPHC (the "Merger"), is set forth as Appendix A to these Articles of Merger. The Plan of Merger was adopted by the board of directors of UPHC on December 10, 1997, and by the board of directors of Capital on August 6 and August 12, 1997.

2. UPHC 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 Tennessee.

3. The Plan of Merger was approved by the requisite vote of the stockholders of Capital at a meeting duly called and convened on November 24, 1997. In accordance with the applicable provisions of the Tennessee Business Corporation Act, the approval of the Plan of Merger by the sole stockholder of UPHC was not required for consummation of the Merger.


4. The Merger is to become effective at 10:00 P.M. Central Standard Time on December 31, 1997.

5. Each of the undersigned officers of UPHC and Capital 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 31st day of December, 1997.

ATTEST:


By: Timothy E. Kish
Its: Senior Vice President,
General Counsel and
Corporate Secretary
ATTEST:

CAPITAL BANCORP


By: Daniel M. Holtz
Its: Chairman of the Board, Chief Executive
Officer and President

UNION PLANTERS HOLDING CORPORATION

By:
Its:

By:
Its:

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 31st day of December, 1997.

ATTEST:

CAPITAL BANCORP

By: _____
Its: _____

By: _____
Its: _____

ATTEST:

UNION PLANTERS HOLDING CORPORATION

Lynn L. Lurigan
By: _____
Its: _____

William W. Mann
By: _____
Its: _____

APPENDIX A

PLAN OF MERGER
OF
CAPITAL BANCORP
INTO AND WITH
UNION PLANTERS HOLDING CORPORATION

Pursuant to this Plan of Merger ("Plan of Merger"), dated as of this 1st day of December, 1997, **Capital Bancorp** ("Capital"), a corporation organized and existing under the laws of the State of Florida, shall be merged into and with **Union Planters Holding Corporation** ("UPHC"), a corporation organized and existing under the laws of the State of Tennessee and a wholly-owned subsidiary of **Union Planters Corporation**, a corporation organized and existing under the laws of the State of Tennessee ("UPC").

ARTICLE 1
DEFINITIONS

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

1.1 **"Capital Common Stock"** shall mean the \$1.00 par value common stock of Capital.

1.2 **"Capital Companies"** shall mean, collectively, Capital and all Capital Subsidiaries.

1.3 **"Capital Stock Plans"** shall mean the existing stock option and other stock-based compensation plans of Capital.

1.4 **"Capital Subsidiaries"** shall mean the Subsidiaries of Capital, 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 Capital in the future and owned by Capital at the Effective Time.

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

1.6 **"Exchange Agent"** shall mean the exchange agent selected by UPC.

1.7 **"FBCA"** shall mean the Florida Business Corporation Act.

1.8 **"Florida Articles of Merger"** shall mean the Articles of Merger to be executed by Capital and UPHC 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.

1.9 **"Internal Revenue Code"** shall mean the Internal Revenue Code of 1986, as amended, and the rules and regulations promulgated thereunder.

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

1.11 **"Merger"** shall mean the merger of Capital into and with UPHC as provided in Section 2.1 of this Plan of Merger.

1.12 **"Merger Agreement"** shall mean the Amended and Restated Agreement and Plan of Merger, dated as of August 12, 1997, by and between UPC and Capital.

1.13 **"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.

1.14 **"Surviving Corporation"** shall refer to UPHC as the surviving corporation resulting from the Merger.

1.15 **"TBCA"** shall mean the Tennessee Business Corporation Act.

1.16 **"Tennessee Articles of Merger"** shall mean the Articles of Merger to be executed by UPHC and filed with the Secretary of State of Tennessee, relating to the Merger as contemplated by Section 2.1 of this Plan of Merger.

1.17 **"UPC Common Stock"** shall mean the \$5.00 par value common stock of UPC.

1.18 **"UPC Companies"** shall mean, collectively, UPC and all UPC Subsidiaries.

1.19 **"UPC Capital Stock"** shall mean, collectively, the UPC Common Stock, the UPC Preferred Stock, and any other class or series of capital stock of UPC.

1.20 **"UPC Preferred Stock"** shall mean the no par value preferred stock of UPC and shall include the (i) Series A Preferred Stock and (ii) Series E, 8% Cumulative, Convertible Preferred Stock, of UPC.

1.21 **"UPC Rights"** shall mean the preferred stock purchase rights issued pursuant to the UPC rights agreement.

1.22 **"UPC Rights Agreement"** shall mean that certain Rights Agreement, dated January 19, 1989, between UPC and UPNB, as Rights Agent.

1.23 **"UPHC Common Stock"** shall mean the \$1.00 par value common stock of UPHC.

1.24 **"UPNB"** shall mean Union Planters National Bank, a wholly-owned subsidiary of UPC.

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, Capital shall be merged into and with UPHC in accordance with the provisions of Section 607.1107 of the FBCA and 48-21-109 of the TBCA and with the effect provided in Section 607.1106 of the FBCA and 48-21-108 of TBCA. UPHC shall be the Surviving Corporation of the Merger and shall continue to be governed by the Laws of the State of Tennessee.

2.2 **Effective Time.** The 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 and the Tennessee Articles of Merger shall become effective with the Secretary of State of the State of Tennessee.

2.3 **Charter.** The Charter of UPHC (the "Charter"), as in effect immediately prior to the Effective Time, shall remain in full force and effect following the Effective Time as the Charter of the Surviving Corporation until otherwise amended or repealed as provided by Law or by such Charter.

2.4 **Bylaws.** The Bylaws of UPHC (the "Bylaws"), as in effect immediately prior to the Effective Time, shall continue in full force and effect as the Bylaws of the Surviving Corporation until otherwise amended or repealed as provided by Law or by such Bylaws.

2.5 **Directors and Officers.** The directors of UPHC 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 UPHC 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 UPC, UPHC, Capital, or the shareholders of either of the foregoing, the shares of the constituent corporations shall be converted as follows:

(a) Each share of UPC Capital Stock, including any associated UPC Rights, issued and outstanding immediately prior to the Effective Time shall remain issued and outstanding from and after the Effective Time.

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

(c) Each share of Capital Common Stock (excluding shares held by any Capital Company or any UPC Company, in each case other than in a fiduciary capacity or as a result of debts previously contracted) issued and outstanding at the Effective Time shall cease to be outstanding and shall be converted into and exchanged for the right to receive .8525 shares of UPC Common Stock (as subject to possible adjustment as set forth in Section 10.1(g) of the Merger Agreement, the "Exchange Ratio"). Pursuant to the UPC Rights Agreement, each share of UPC Common Stock issued in connection with the Merger upon conversion of Capital Common Stock shall be accompanied by a UPC Right.

3.2 Anti-Dilution Provisions. In the event UPC changes the number of shares of UPC 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 Exchange Ratio shall be proportionately adjusted.

3.3 Shares Held by Capital or UPC. Each of the shares of Capital Common Stock held by any Capital Company or by any UPC Company, 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.

3.4 Fractional Shares. Notwithstanding any other provision of this Plan of Merger, each holder of shares of Capital Common Stock exchanged pursuant to the Merger who would otherwise have been entitled to receive a fraction of a share of UPC Common Stock (after taking into account all certificates delivered by such holder) shall receive, in lieu thereof, cash (without interest) in an amount equal to such fractional part of a share of UPC Common Stock multiplied by the closing price of such common stock on the NYSE-Composite Transactions List (as reported by *The Wall Street Journal* or, if not reported thereby, any other authoritative source

selected by UPC) on the last trading day preceding the Effective Time. No such holder will be entitled to dividends, voting rights, or any other rights as a shareholder in respect of any fractional shares.

3.5 Conversion of Stock Options.

(a) At the Effective Time, each option to purchase or other right with respect to shares of Capital Common Stock pursuant to stock options, stock appreciation rights or other rights, including stock awards ("Capital Options") granted by Capital under the Capital Stock Plans, which are outstanding at the Effective Time, whether or not exercisable, shall be converted into and become rights with respect to UPC Common Stock, and UPC shall assume each Capital Option, in accordance with the terms of the Capital Stock Plan and stock option or other agreement by which it is evidenced, except that from and after the Effective Time, (i) UPC and its Salary and Benefits Committee shall be substituted for Capital and the Committee of Capital's Board of Directors (including, if applicable, the entire Board of Directors of Capital) administering such Capital Stock Plan, (ii) each Capital Option assumed by UPC may be exercised solely for shares of UPC Common Stock (or cash in the case of stock appreciation rights), (iii) the number of shares of UPC Common Stock subject to such Capital Option shall be equal to the number of shares of Capital Common Stock subject to such Capital Option immediately prior to the Effective Time multiplied by the Exchange Ratio and rounding down to the nearest whole share, and (iv) the per share exercise price under each such Capital Option shall be adjusted by dividing the per share exercise price under each such Capital Option by the Exchange Ratio and rounding up to the nearest cent. Notwithstanding the clauses (iii) and (iv) of the first sentence of this Section 3.5, each Capital Option which is an "incentive stock option" shall be adjusted as required by Section 424 of the Internal Revenue Code, and the regulations promulgated thereunder, so as not to constitute a modification, extension or renewal of the option, within the meaning of Section 424(h) of the Internal Revenue Code. UPC and Capital agree to take all necessary steps to effectuate the foregoing provisions of this Section 3.5.

(b) As soon as practicable after the Effective Time, UPC shall deliver to the participants in each Capital Stock Plan an appropriate notice setting forth such participant's rights pursuant thereto and the grants subject to such Capital Stock Plan shall continue in effect on the same terms and conditions (subject to the adjustments required by Section 3.5(a) after giving effect to the Merger), and UPC shall comply with the terms of each Capital Stock Plan to ensure, to the extent required by, and subject to the provisions of, such Capital Stock Plan, that Capital Options which qualified as incentive stock options prior to the Effective Time continue to qualify as incentive stock options after the Effective Time. Within 30 days after the Effective Time, UPC shall file a registration statement on Form S-8, with respect to the shares of UPC Common Stock subject to such options and shall use its reasonable efforts to maintain the effectiveness of such registration statements (and maintain the current status of the prospectus or prospectuses contained therein) for so long as such options remain outstanding.

(c) Without limiting the foregoing, and provided that the right contained in this paragraph (c) is not inconsistent with any of the conditions contained in Article 9 hereof, each holder of a Capital Option that is not an "incentive stock option", whether or not then vested,

shall have the right to elect to convert, at the Effective Time, all or a portion of his or her Capital Options which are not "incentive stock options" and which have not expired prior to the Effective Time into the right to receive such number of shares (rounded to the nearest whole share) of UPC Common Stock as are equal in value (determined by valuing each share of UPC Common Stock at the Average Closing Price (as defined in Section 10.1(g) of the Merger Agreement) to the excess of (i) the product of the number of shares of Capital Common Stock subject to such option times the Exchange Ratio times the Average Closing Price of the UPC Common Stock over (ii) the product of (A) the exercise price per share of Capital Common Stock subject to such option and (B) the number of shares of Capital Common Stock subject to such option. The foregoing right shall be exercised by delivery to UPC of written notice of election (specifying the number of Capital Options covered by such election) by the holder of such Capital Option not later than two business days prior to the Effective Time.

(d) All contractual restrictions or limitations on transfer with respect to Capital Common Stock awarded under the Capital Stock Plans or any other plan, program, or Contract of Capital or any of the Capital Subsidiaries, to the extent that such restrictions or limitations shall not have already lapsed (whether as a result of the Merger or otherwise), and except as otherwise expressly provided in such plan, program, or contract, shall remain in full force and effect with respect to shares of UPC Common Stock into which such restricted stock is converted pursuant to Section 3.1 of this Plan of Merger.

ARTICLE 4 **DELIVERY OF CONSIDERATION**

4.1 Exchange Procedures. Promptly after the Effective Time, UPC and Capital shall cause the Exchange Agent to mail to the former shareholders of Capital appropriate transmittal materials (which shall specify that delivery shall be effected, and risk of loss and title to the certificates theretofore representing shares of Capital Common Stock shall pass, only upon proper delivery of such certificates to the Exchange Agent). Capital shall have the right to review the transmittal materials. The Exchange Agent may establish reasonable and customary rules and procedures in connection with its duties. After the Effective Time, each holder of shares of Capital 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 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. To the extent required by Section 3.4 of this Plan of Merger, each holder of shares of Capital Common Stock issued and outstanding at the Effective Time also shall receive, upon surrender of the certificate or certificates representing such shares, cash in lieu of any fractional share of UPC Common Stock to which such holder may be otherwise entitled (without interest). UPC shall not be obligated to deliver the consideration to which any former holder of Capital Common Stock is entitled as a result of the Merger until such holder surrenders such holder's certificate or certificates representing the shares of Capital Common Stock for exchange as provided in this Section 4.1. The certificate or certificates of Capital Common Stock so surrendered shall be duly endorsed as the Exchange Agent may

require. Any other provision of this Plan of Merger notwithstanding, neither the Surviving Corporation nor the Exchange Agent shall be liable to a holder of Capital 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 Capital Shareholders. At the Effective Time, the stock transfer books of Capital shall be closed as to holders of Capital Common Stock immediately prior to the Effective Time and no transfer of Capital 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 Capital 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 provided in Sections 3.1 and 3.4 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 Capital in respect of such shares of Capital Common Stock in accordance with the terms of this Plan of Merger and which remain unpaid at the Effective Time. Whenever a dividend or other distribution is declared by UPC on the UPC Common Stock, the record date for which is at or after the Effective Time, the declaration shall include dividends or other distributions on all shares issuable pursuant to this Plan of Merger, but beginning 30 days after the Effective Time no dividend or other distribution payable to the holders of record of UPC Common Stock as of any time subsequent to the Effective Time shall be delivered to the holder of any certificate representing shares of Capital Common Stock issued and outstanding at the Effective Time until such holder surrenders such certificate for exchange as provided in Section 4.1 of this Plan of Merger. However, upon surrender of such Capital Common Stock certificate, both the UPC Common Stock certificate (together with all such undelivered dividends or other distributions without interest) and any undelivered dividends and cash payments to be paid for fractional share interests (without interest) shall be delivered and paid with respect to each share represented by such certificate. In the event any Capital 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 UPC, the posting by such person of a bond in such amount as UPC 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 shares of UPC Common Stock and cash in lieu of fractional shares deliverable in respect thereof pursuant to this Plan of Merger.

ARTICLE 5

MISCELLANEOUS

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

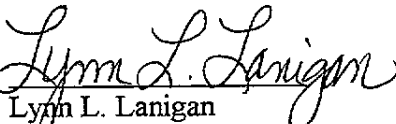
5.2 **Termination.** This Plan of Merger may be terminated at any time prior to the Effective Time by the parties hereto as provided in Article 10 of the Merger Agreement.

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.

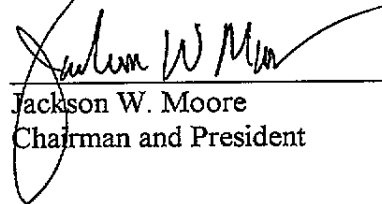
IN WITNESS WHEREOF, the parties have caused their duly authorized officers to execute this Agreement as of the date first above written.

UNION PLANTERS HOLDING CORPORATION.

ATTEST:


Lynn L. Lanigan
Secretary

By:


Jackson W. Moore
Chairman and President

CAPITAL BANCORP

ATTEST:

Timothy E. Kish
Corporate Secretary

By:

Daniel M. Holtz
Chairman of the Board, President and
Chief Executive Officer

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Timothy E. Kish
Corporate Secretary

CAPITAL BANCORP
By: Daniel M. Holtz
Daniel M. Holtz
Chairman of the Board, President and
Chief Executive Officer