

G25493

Akerman, Senteff & Edison

Russell T. Kamradt

Requestor's Name

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Address

West Palm Beach, FL 33401

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600002477746--2

Office Use Only 01001--025

****122.50 ****122.50

CORPORATION NAME(S) & DOCUMENT NUMBER(S), (if known):

1. _____ (Corporation Name) _____ (Document #)
2. _____ (Corporation Name) _____ (Document #)
3. _____ (Corporation Name) _____ (Document #)
4. _____ (Corporation Name) _____ (Document #)

☐ Walk in

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NEW FILINGS	
<input type="checkbox"/>	Profit
<input type="checkbox"/>	NonProfit
<input type="checkbox"/>	Limited Liability
<input type="checkbox"/>	Domestication
<input type="checkbox"/>	Other

AMENDMENTS	
<input type="checkbox"/>	Amendment
<input type="checkbox"/>	Resignation of R.A., Officer/ Director
<input type="checkbox"/>	Change of Registered Agent
<input type="checkbox"/>	Dissolution/Withdrawal
<input type="checkbox"/>	Merger

EFFECTIVE DATE

4-1-98

CORP MER merger

FILED

98 MAR 31 PM 2:53

SECRETARY OF STATE
TALLAHASSEE, FLORIDA

LFS

4-1-98

OTHER FILINGS	
<input type="checkbox"/>	Annual Report
<input type="checkbox"/>	Fictitious Name
<input type="checkbox"/>	Name Reservation

REGISTRATION/ QUALIFICATION	
<input type="checkbox"/>	Foreign
<input type="checkbox"/>	Limited Partnership
<input type="checkbox"/>	Reinstatement
<input type="checkbox"/>	Trademark
<input type="checkbox"/>	Other

FILING 70.00

R. AGENT

CERT. COPY 52.50

CUS

OVERPAYMENT

TOTAL 122.50

Mr. Kamradt authorized
to add shareholder
approval

Examiner's Initials

LFS

ARTICLES OF MERGER
Merger Sheet

MERGING:

AMERIBANK BANCSHARES, INC., a Florida corporation (Document #G25493)

INTO

WACHOVIA CORPORATION. a North Carolina corporation not qualified in
Florida

File date: March 31, 1998, effective April 1, 1998

Corporate Specialist: Louise Flemming-Jackson

EFFECTIVE DATE

4-1-98

ARTICLES OF MERGER
OF
AMERIBANK BANCSHARES, INC.
(a Florida corporation)
INTO
WACHOVIA CORPORATION
(A North Carolina corporation)

FILED
98 MAR 31 PM 2:53
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

Pursuant to Section 607.1101 of the Florida Business Corporation Act (the "Florida Act"), Ameribank Bancshares, Inc., a Florida corporation ("Ameribank") and Wachovia Corporation, a North Carolina corporation ("Wachovia"), adopt the following Articles of Merger for the purpose of merging Ameribank into Wachovia, the latter of which is to survive the merger, effective as of 12:01 A.M., April 1, 1998.

ARTICLE I

That certain Plan of Merger (the "Plan"), dated as of November 17, 1997, as amended, by and among Ameribank and Wachovia, a copy of which is attached to and made a part of this instrument, was duly adopted and approved by a majority of the shareholders of Ameribank on March 25, 1998, at a duly called and convened meeting of the shareholders of Ameribank. The number of votes cast by the shareholders was sufficient for approval.

ARTICLE II

The Plan was duly adopted and approved by the Board of Directors of Wachovia on November 17, 1997 and did not require the approval of the shareholders of Wachovia.

ARTICLE III

The Plan, as amended, shall be effective as of 12:01 a.m., April 1, 1998.

IN WITNESS WHEREOF, the parties hereto have caused these Articles of Merger to be duly executed by their respective authorized officers.

AMERIBANK BANCSHARES, INC.

By: 
David L. Cory, President

WACHOVIA CORPORATION

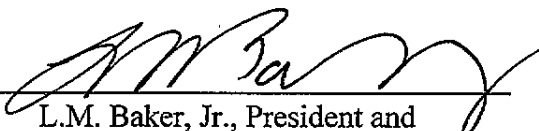
By: 
L.M. Baker, Jr., President and
Chief Executive Officer

EXHIBIT A

PLAN OF MERGER

PLAN OF MERGER, (this "*Plan*") of Ameribank Bancshares, Inc. ("*Ameribank*") and Wachovia Corporation ("*Wachovia*").

**ARTICLE I
DEFINITIONS**

1.1. *Certain Definitions.* The following terms are used in this Agreement with the meanings set forth below:

"*Effective Date*" means the effective date of the Merger.

"*Effective Time*" means the effective time of the Merger.

"*FBCA*" means the Florida Business Corporation Act.

"*Merger Agreement*" means the Agreement and Plan of Merger by and among Ameribank, Wachovia and American Bank of Hollywood dated as of November 17, 1997.

"*NCBCA*" means the North Carolina Business Corporation Act.

"*NYSE*" means the New York Stock Exchange, Inc.

"*Treasury Stock*" Shall mean shares of Ameribank Stock held by Ameribank or any of its Subsidiaries or by Wachovia or any of its Subsidiaries, in each case other than in a fiduciary capacity or as a result of debts previously contracted in good faith.

"*Ameribank Common Stock*" means the common stock, par value \$5.00 per share, of Ameribank.

"*Wachovia Common Stock*" means the common stock, par value \$5.00 per share, of Wachovia.

"*Wachovia Preferred Stock*" means the preferred stock, par value \$5.00 per share, of Wachovia.

"*Wachovia Stock*" means, collectively, Wachovia Common Stock and Wachovia Preferred Stock.

ARTICLE II TERMS OF THE MERGER

2.1. *The Merger.* At the Effective Time, Ameribank shall merge with and into Wachovia (the "*Merger*"), the separate corporate existence of Ameribank shall cease and Wachovia shall survive and continue to exist as a North Carolina corporation (Wachovia, as the surviving corporation in the Merger, sometimes being referred to herein as the "*Surviving Corporation*").

2.2. *Effect of the Merger.* The Merger shall become effective upon the occurrence of the filing in the office of the Florida Department of State of articles of merger in accordance with Section 607.1105 of the FBCA and the filing in the Office of the Secretary of State and the State of North Carolina (the "*North Carolina Secretary*") of articles of merger in accordance with Section 55-11-05 of the NCBCA or such later date and time as may be set forth in such articles. The Merger shall have the effects prescribed in the NCBCA and the FBCA.

2.3. *Articles of Incorporation and By-Laws.* The articles of incorporation and by-laws of Wachovia immediately after the Merger shall be those of Wachovia immediately prior to the Effective Time.

2.4. *Directors and Officers of Wachovia.* The directors and officers of Wachovia immediately after the Merger shall be the directors and officers of Wachovia immediately prior to the Effective Time.

ARTICLE III MANNER AND BASIS OF CONVERTING SHARES

3.1. *Merger Consideration.* At the Effective Time, automatically by virtue of the Merger and without any action on the part of any Person:

(a) *Outstanding Ameribank Common Stock.* Each share, excluding Treasury Stock, of Ameribank Common Stock issued and outstanding immediately prior to the Effective Time shall become and be converted into the number of shares of Wachovia Common Stock equal to the Exchange Ratio, which shall be 3.5019 shares of Wachovia Common Stock for each share of Ameribank Common Stock.

In the Event Wachovia changes (or establishes a record date for changing) the number of shares of Wachovia Common Stock issued and outstanding prior to the Effective Date as

a result of a stock split, stock dividend, recapitalization or similar transaction with respect to the outstanding Wachovia Common Stock and the record date therefor shall be prior to the Effective Date, the Exchange Ratio and the calculation thereof shall be proportionately adjusted.

(b) *Outstanding Wachovia Stock.* Each share of Wachovia Stock issued and outstanding immediately prior to the Effective Time shall remain issued and outstanding and unaffected by the Merger.

(c) *Treasury Shares.* Each share of Ameribank Stock held as Treasury Stock immediately prior to the Effective Time shall be canceled and retired at the Effective Time and no consideration shall be issued in exchange therefor.

3.2. *Rights as Stockholders; Stock Transfers.* At the Effective Time, holders of Ameribank Stock shall cease to be, and have no rights as, stockholders of Ameribank, other than to receive any dividend or other distribution with respect to consideration provided hereto. After the Effective Time, there shall be no transfers on the stock transfer books of Ameribank or the Surviving Corporation of shares of Ameribank Stock.

3.3. *Fractional Shares.* Notwithstanding any other provision hereof, no fractional shares of Wachovia Common Stock and no certificates or scrip therefor, or other evidence of ownership thereof, will be issued in the Merger; instead, Wachovia shall pay to each holder of Ameribank Common Stock who would otherwise be entitled to a fractional share of Wachovia Common Stock (after taking into account all Old Certificates (as defined below) delivered by such holder) an amount in cash (without interest) determined by multiplying such fraction by the Wachovia Average Stock Price.

3.4. *Exchange Procedures.* (a) As promptly as practicable but in no event later than 20 days after the Effective Date, Wachovia shall send or cause to be sent to each former holder of record of shares of Ameribank Common Stock immediately prior to the Effective Time transmittal materials for use in exchanging such stockholder's certificates, formerly representing shares of Ameribank Common Stock ("Old Certificates"). Wachovia shall cause the certificates representing the shares of Wachovia Common Stock ("New Certificates") into which shares of a stockholder's Ameribank Common Stock are converted on the Effective Date and/or any check in respect of any fractional share interests or dividends or distributions which such person shall be entitled to receive to be delivered to such stockholder upon delivery to the Exchange Agent of Old Certificates representing such shares of Ameribank Common Stock (or indemnity reasonably satisfactory to Wachovia and the Exchange Agent, if any of such certificates are lost, stolen or destroyed) owned by such stockholder. No interest will be paid on any such cash to be paid in lieu of fractional share interests or in respect of dividends or distributions which any such person shall be entitled to receive upon such delivery.

(b) Notwithstanding the foregoing, neither the Exchange Agent nor Wachovia or Ameribank Bank shall be liable to any former holder of Ameribank Stock for any amount properly delivered to a public official pursuant to applicable abandoned property, escheat or similar laws.

(c) At the election of Wachovia, no dividends or other distributions with respect to Wachovia Common Stock with a record date occurring after the Effective Time shall be paid to the holder of any unsurrendered Old Certificate representing shares of Ameribank Common Stock converted in the Merger into the right to receive shares of such Wachovia Common Stock until the holder thereof shall be entitled to receive New Certificates in exchange therefor, and no such shares of Ameribank Common Stock shall be eligible to vote until the holder of Old Certificates is entitled to receive New Certificates. After becoming so entitled, the record holder thereof also shall be entitled to receive any such dividends or other distributions, without any interest thereon, which theretofore had become payable with respect to shares of Wachovia Common Stock such holder had the right to receive upon surrender of the Old Certificate.

ARTICLE VI

Conditions to the Merger

4.1. Consummation of the Merger is conditioned upon the following:

(a) Approval of the Merger Agreement and this Plan by the requisite vote of the stockholders of Ameribank;

(b) Receipt of required regulatory approvals;

(c) Absence of governmental action prohibiting consummation;

(d) An effective Registration Statement or an exemption from registration under the Securities Act of 1933 and no orders or other action suspending such effectiveness;

(e) Receipt of all required permits and authorizations under state securities laws;

(f) Approval of the shares of Wachovia Common Stock issued in the Merger for listing on the New York Stock Exchange;

(g) All representations and warranties made by Wachovia and Ameribank are true and correct as of the Effective Time and receipt by Wachovia and Ameribank of

appropriate officers' certificates to such effect as provided in and subject to the standards set forth in the Merger Agreement;

(h) Performance in all material respects of all required obligations by Wachovia and Ameribank as provided in the Merger Agreement and receipt by Wachovia and Ameribank of appropriate officers' certificates to such effect; and

ARTICLE V

Termination

5.1 This Plan may be terminated prior to the Effective Time as provided in Article VIII of the Merger Agreement.

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