

OCT. 19. 2004 1:26 PM

CORPORATION SVC

NO. 792 P. 1

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Florida Department of State
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DIVISION OF CORPORATIONS

MERGER OR SHARE EXCHANGE
BANC OF AMERICA INVESTMENT SERVICES, INC.

Certificate of Status	0
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SECRETARY OF STATE
TALLAHASSEE, FLORIDA

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STATE OF FLORIDA
ARTICLES OF MERGER

The following Articles of Merger are submitted by Banc of America Investment Services, Inc. ("BAI") and Quick & Reilly, Inc. ("Q&R") in accordance with Section 607.1105 of the Florida Business Corporation Act (the "Act") for the purpose of merging Q&R with and into BAI.

- FIRST:** BAI, a Florida corporation, is the surviving entity.
- SECOND:** Q&R, a New York corporation, is the merging entity.
- THIRD:** The Plan of Merger is attached as Exhibit A hereto.
- FOURTH:** The Merger shall become effective on October 20, 2004.
- FIFTH:** The Plan of Merger was adopted by Bank of America, N.A. as the sole shareholder of BAI by written consent in accordance with Section 607.0704 and Section 607.1103 of the Act on October 15, 2004.
- SIXTH:** The Plan of Merger was adopted by Quick & Reilly/Fleet Securities, Inc. as the sole shareholder of Q&R by written consent in accordance with Section 615 and Section 903 of the New York Business Corporation Law on September 1, 2004.

EFFECTIVE DATE
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CORPORATION SVC CO

NO. 792 P. 3

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IN WITNESS WHEREOF, these Articles of Merger have been executed on behalf of the parties hereto as of October 15, 2004.

**BANC OF AMERICA INVESTMENT
SERVICES, INC.**

By: 

Name: Ronald J. Newth

Title: Chief Administrative Officer

QUICK & REILLY, INC.

By: _____

Name: Stanley Gregor

Title: President

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CORPORATION SVC CO

NO. 792 P. 4

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IN WITNESS WHEREOF, these Articles of Merger have been executed on behalf of the parties hereto as of October 15, 2004.

**BANC OF AMERICA INVESTMENT
SERVICES, INC.**

By: _____
Name: Ronald J. Newth
Title: Senior Vice President

QUICK & REILLY, INC.

By:  _____
Name: Stanley Gregor
Title: President

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CORPORATION SVC CO

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Exhibit A
Plan of Merger

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PLAN OF MERGER

THIS AGREEMENT AND PLAN OF MERGER, dated as of October 15, 2004 (this "Plan of Merger"), is between QUICK & REILLY, INC., a New York corporation ("Q&R"), and BANC OF AMERICA INVESTMENT SERVICES, INC., a Florida corporation ("BAI").

WITNESSETH:

WHEREAS, Q&R, which was formed under the name "Vernon, Reilly & Quick, Inc.," is a wholly owned subsidiary of Quick & Reilly/Fleet Securities, Inc. ("Q&R/FSI"); and

WHEREAS, BAI, which was formed under the name "Pan American Brokerage Service, Inc.," is a wholly owned subsidiary of Bank of America, N.A. ("BANA"); and

WHEREAS, Q&R is authorized to issue a total of 25,000 shares of capital stock, consisting of 5,000 shares of Class A common stock, par value \$1.00 per share (the "Q&R Class A Stock"), and of 20,000 shares of Class B non-voting common stock, par value \$1.00 per share (the "Q&R Class B Stock," and together with the Q&R Class A Stock, the "Q&R Stock"), of which, as of the date hereof, 588 shares of Q&R Class A Stock are issued and outstanding and 15,933 shares of Q&R Class B Stock are issued or outstanding; and

WHEREAS, BAI is authorized to issue a total of 1,000 shares of capital stock, consisting of 1,000 shares of common stock, par value \$20 per share (the "BAI Stock"), of which, as of the date hereof, 1000 shares of BAI Stock are issued and outstanding; and

WHEREAS, the Board of Directors of each of Q&R and BAI, have approved and deem it advisable that BAI and Q&R, respectively, consummate the Merger (as defined below); and

WHEREAS, immediately prior to the Merger Q&R/FSI will merge with and into NB Holdings, Inc., a Delaware corporation ("NB Holdings") and NB Holdings will contribute to BANA all of the Q&R Stock.

NOW, THEREFORE, in consideration of the mutual agreements contained in this Plan of Merger, the parties to this Plan of Merger hereby agree that Q&R shall be merged (the "Merger") with and into BAI in accordance with applicable federal and state laws and upon the terms and subject to the conditions set forth as follows:

1. The Merger. At such time agreed between Q&R and BAI, a certificate of merger evidencing the Merger shall be filed with the Office of the Secretary of State of the State of New York pursuant to the New York Business Corporation Law and articles of merger evidencing the Merger, together with the Plan of Merger, shall be filed with the Office of the Department of State of Florida pursuant to the Florida Business Corporation Act. The certificate of Merger and the articles of Merger shall each specify that the Merger shall become effective on the date and at the time of filing or at such later date and time as specified therein (the "Effective Time"). At the Effective Time, Q&R shall be merged with and into BAI and BAI shall continue as the surviving corporation and its name shall remain "Banc of America Investment Services, Inc.

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2. Articles of Incorporation and By-laws. The Articles of Incorporation and By-laws of BAI in effect immediately prior to the Effective Time shall be and remain the Articles of Incorporation and By-laws, respectively, of BAI, as the surviving corporation, after the Effective Time, until amended as provided by law.

3. Officers and Directors. From and after the Effective Time and until they shall have resigned or shall have been legally removed or until their respective successors shall have been elected or appointed and qualified, (a) those persons who are the officers of BAI immediately prior to the Effective Time shall be the officers of BAI and (b) those persons listed on Exhibit A hereto shall be the directors of BAI.

4. Effect of the Merger.

4.1 All assets, rights, privileges, immunities, powers, franchises and interests of Q&R in and to every type of property (real, personal and mixed) and choses in action, as they exist as of the Effective Time, shall pass and be transferred to and vest in BAI, as the surviving corporation, by virtue of the Merger at the Effective Time without any deed, conveyance or other transfer, and all such interests of BAI as they exist as of the Effective Time shall remain with BAI upon consummation of the Merger. The corporate existence of BAI shall continue unaffected and unimpaired upon consummation of the Merger and the separate corporate existence of Q&R shall cease at and as of the Effective Time.

4.2 From and after the Effective Time, BAI, as the surviving corporation, shall be responsible and liable for all of the liabilities and obligations of BAI and Q&R existing as of the Effective Time. Any claim existing or action or proceeding pending by or against BAI or Q&R at the Effective Time may, thereafter, be prosecuted by or against BAI, as the surviving corporation, as if the Merger had not taken place or, in connection with any such action or proceeding to which Q&R is a party, BAI, as the surviving corporation, may be substituted in place of Q&R. Neither the rights of creditors nor any liens upon the property of either BAI or Q&R shall be impaired by reason of the Merger.

5. Effect of Merger on Outstanding Shares.

5.1 BAI. Each share of BAI Stock issued and outstanding immediately prior to the Effective Time shall continue to be issued and outstanding from and after the Effective Time.

5.2 Q&R. At the Effective Time, by virtue of the Merger and without any action on the part of the holder of the shares of Q&R Stock, each share of Q&R Stock issued and outstanding immediately prior to the effective time of the Merger shall be cancelled and no consideration shall be issued or paid with respect thereto.

6. Further Assurances. From time to time after the Effective Time, as and when requested by BAI, and to the extent permitted by law, the former officers and directors of Q&R and BAI shall execute and deliver such assignments, deeds and other instruments and shall take or cause to be taken such further or other action as shall be necessary in order to consummate the Merger, vest or perfect in or to confirm of record or otherwise to BAI, as the surviving corporation, title to, and possession of, all of the assets, rights, privileges, immunities, powers,

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franchises and interests of Q&R and BAI in and to every type of property (real, personal and mixed) and choses in action, and otherwise to carry out the purposes of this Plan of Merger, and the proper officers and directors of BAI, as the surviving corporation, are fully authorized to take any and all such action in the name of Q&R or BAI or otherwise.

7. Termination and Amendment. Prior to the Effective Time, this Plan of Merger may be terminated or amended by the mutual consent of the Boards of Directors of Q&R and BAI.

8. Counterparts. This Plan of Merger may be signed in any number of counterparts, each of which shall be deemed an original, and all of which shall be deemed but one and the same instrument.

9. Governing Law. This Plan of Merger shall be governed by and construed in accordance with the laws of the State of New York without giving effect to any choice of law or conflict of law provision or rule (whether of the State of New York or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the State of New York.

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IN WITNESS WHEREOF, the parties have duly executed this Plan of Merger as of the date first written above.

BANC OF AMERICA INVESTMENT
SERVICES, INC.

By 

Name: Ronald J. Newth

Title: Chief Administrative Officer

QUICK & REILLY, INC.

By _____

Name: Stanley Gregor

Title: President

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CORPORATION SVC CO

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IN WITNESS WHEREOF, the parties have duly executed this Plan of Merger as of the date first written above.

BANC OF AMERICA INVESTMENT
SERVICES, INC.

By _____
Name: Ronald J. Newth
Title: Senior Vice President

QUICK & REILLY INC.

By 
Name: Stanley Gregor
Title: President

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CORPORATION SVC CO

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Exhibit A

Directors of Banc of America Investment Services, Inc. following the Merger

1. Jeff Graves
2. Robert S. Hull
3. Ronald J. Newth
4. Alan Rappaport
5. Michael H. Santo
6. John Bahnken

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PLAN OF MERGER

THIS AGREEMENT AND PLAN OF MERGER, dated as of October 15, 2004 (this "Plan of Merger"), is between QUICK & REILLY, INC., a New York corporation ("Q&R"), and BANC OF AMERICA INVESTMENT SERVICES, INC., a Florida corporation ("BAI").

WITNESSETH:

WHEREAS, Q&R, which was formed under the name "Vernon, Reilly & Quick, Inc.," is a wholly owned subsidiary of Quick & Reilly/Fleet Securities, Inc. ("Q&R/FSI"); and

WHEREAS, BAI, which was formed under the name "Pan American Brokerage Service, Inc.," is a wholly owned subsidiary of Bank of America, N.A. ("BANA"); and

WHEREAS, Q&R is authorized to issue a total of 25,000 shares of capital stock, consisting of 5,000 shares of Class A common stock, par value \$1.00 per share (the "Q&R Class A Stock"), and of 20,000 shares of Class B non-voting common stock, par value \$1.00 per share (the "Q&R Class B Stock," and together with the Q&R Class A Stock, the "Q&R Stock"), of which, as of the date hereof, 588 shares of Q&R Class A Stock are issued and outstanding and 15,933 shares of Q&R Class B Stock are issued or outstanding; and

WHEREAS, BAI is authorized to issue a total of 1,000 shares of capital stock, consisting of 1,000 shares of common stock, par value \$20 per share (the "BAI Stock"), of which, as of the date hereof, 1000 shares of BAI Stock are issued and outstanding; and

WHEREAS, the Board of Directors of each of Q&R and BAI, have approved and deem it advisable that BAI and Q&R, respectively, consummate the Merger (as defined below); and

WHEREAS, immediately prior to the Merger Q&R/FSI will merge with and into NB Holdings, Inc., a Delaware corporation ("NB Holdings") and NB Holdings will contribute to BANA all of the Q&R Stock.

NOW, THEREFORE, in consideration of the mutual agreements contained in this Plan of Merger, the parties to this Plan of Merger hereby agree that Q&R shall be merged (the "Merger") with and into BAI in accordance with applicable federal and state laws and upon the terms and subject to the conditions set forth as follows:

1. The Merger. At such time agreed between Q&R and BAI, a certificate of merger evidencing the Merger shall be filed with the Office of the Secretary of State of the State of New York pursuant to the New York Business Corporation Law and articles of merger evidencing the Merger, together with the Plan of Merger, shall be filed with the Office of the Department of State of Florida pursuant to the Florida Business Corporation Act. The certificate of Merger and the articles of Merger shall each specify that the Merger shall become effective on the date and at the time of filing or at such later date and time as specified therein (the "Effective Time"). At the Effective Time, Q&R shall be merged with and into BAI and BAI shall continue as the surviving corporation and its name shall remain "Banc of America Investment Services, Inc."

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2. Articles of Incorporation and By-laws. The Articles of Incorporation and By-laws of BAI in effect immediately prior to the Effective Time shall be and remain the Articles of Incorporation and By-laws, respectively, of BAI, as the surviving corporation, after the Effective Time, until amended as provided by law.

3. Officers and Directors. From and after the Effective Time and until they shall have resigned or shall have been legally removed or until their respective successors shall have been elected or appointed and qualified, (a) those persons who are the officers of BAI immediately prior to the Effective Time shall be the officers of BAI and (b) those persons listed on Exhibit A hereto shall be the directors of BAI.

4. Effect of the Merger.

4.1 All assets, rights, privileges, immunities, powers, franchises and interests of Q&R in and to every type of property (real, personal and mixed) and choses in action, as they exist as of the Effective Time, shall pass and be transferred to and vest in BAI, as the surviving corporation, by virtue of the Merger at the Effective Time without any deed, conveyance or other transfer, and all such interests of BAI as they exist as of the Effective Time shall remain with BAI upon consummation of the Merger. The corporate existence of BAI shall continue unaffected and unimpaired upon consummation of the Merger and the separate corporate existence of Q&R shall cease at and as of the Effective Time.

4.2 From and after the Effective Time, BAI, as the surviving corporation, shall be responsible and liable for all of the liabilities and obligations of BAI and Q&R existing as of the Effective Time. Any claim existing or action or proceeding pending by or against BAI or Q&R at the Effective Time may, thereafter, be prosecuted by or against BAI, as the surviving corporation, as if the Merger had not taken place or, in connection with any such action or proceeding to which Q&R is a party, BAI, as the surviving corporation, may be substituted in place of Q&R. Neither the rights of creditors nor any liens upon the property of either BAI or Q&R shall be impaired by reason of the Merger.

5. Effect of Merger on Outstanding Shares.

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5.2 Q&R. At the Effective Time, by virtue of the Merger and without any action on the part of the holder of the shares of Q&R Stock, each share of Q&R Stock issued and outstanding immediately prior to the effective time of the Merger shall be cancelled and no consideration shall be issued or paid with respect thereto.

6. Further Assurances. From time to time after the Effective Time, as and when requested by BAI, and to the extent permitted by law, the former officers and directors of Q&R and BAI shall execute and deliver such assignments, deeds and other instruments and shall take or cause to be taken such further or other action as shall be necessary in order to consummate the Merger, vest or perfect in or to confirm of record or otherwise to BAI, as the surviving corporation, title to, and possession of, all of the assets, rights, privileges, immunities, powers,

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franchises and interests of Q&R and BAI in and to every type of property (real, personal and mixed) and choses in action, and otherwise to carry out the purposes of this Plan of Merger, and the proper officers and directors of BAI, as the surviving corporation, are fully authorized to take any and all such action in the name of Q&R or BAI or otherwise.

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9. Governing Law. This Plan of Merger shall be governed by and construed in accordance with the laws of the State of New York without giving effect to any choice of law or conflict of law provision or rule (whether of the State of New York or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the State of New York.


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IN WITNESS WHEREOF, the parties have duly executed this Plan of Merger as of the date first written above.

BANC OF AMERICA INVESTMENT
SERVICES, INC.

By 
Name: Ronald J. Newth
Title: Chief Administrative Officer

QUICK & REILLY, INC.

By _____
Name: Stanley Gregor
Title: President

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SERVICES, INC.

By _____
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Title: Senior Vice President

QUICK & REILLY INC.

By  _____
Name: Stanley Gregor
Title: President

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Exhibit A

Directors of Banc of America Investment Services, Inc. following the Merger

1. Jeff Graves
2. Robert S. Hull
3. Ronald J. Newth
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