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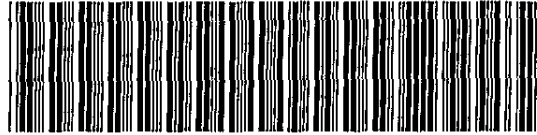
(Business Entity Name)

(Document Number)

Certified Copies _____ Certificates of Status _____

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SECURITY STATE
TALLAHASSEE, FLORIDA

10/28/04
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Gold Banc

11301 Nall Avenue
Leawood, KS 66211
Telephone: 913.451.8050
Fax: 913.451.8004

October 19, 2004

Florida Division of Corporations
Attn: Susan Payne
P.O. Box 6327
Tallahassee, Florida 32314

Re: Certificate of Merger

Dear Susan:

Per your request I have enclosed the following information:

- the \$35.00 filing fee
- a copy of the Certificate of Merger of Gold Bank, a Florida Banking Corporation with and into Gold Bank, a Kansas Banking Corporation
- the Agreement and Plan of Reorganization

Please contact me if you require anything further at 913.323.1513, or markkitchin@goldbanc.com. Thank you for your time and assistance.

Respectfully yours,


Mark Kitchin
Staff Attorney

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04 OCT 25 AM 11:13

SECRETARY OF STATE
TALLAHASSEE, FLORIDA

CERTIFICATE OF MERGER

OF

GOLD BANK, A FLORIDA BANKING CORPORATION

WITH AND INTO

GOLD BANK, A KANSAS BANKING CORPORATION

Gold Bank, a Florida banking corporation ("Gold Bank Florida"), is hereby merged with and into Gold Bank, a Kansas banking corporation ("Gold Bank Kansas"), and Gold Bank Kansas DOES HEREBY CERTIFY:

FIRST: That the Bank Merger Agreement, dated March 24, 2004 (the "Merger Agreement"), has been approved, adopted, certified, executed and acknowledged by each of the constituent corporations in accordance with K.S.A. § 17-6702.

SECOND: That the name of the surviving Kansas banking corporation is Gold Bank.

THIRD: That the Articles of Incorporation of the surviving bank shall be its articles of incorporation.

FOURTH: That the executed Merger Agreement is on file at the principal place of business of the surviving bank located at: 11301 Nall Avenue, Leawood, Kansas 66211.

FIFTH: That a copy of the Merger Agreement will be furnished by the surviving corporation, on request and without cost, to any stockholder of Gold Bank Florida or Gold Bank Kansas.

SIXTH: That the authorized capital stock of Gold Bank Florida is 4,000,000 shares.

SEVENTH: That this certificate of merger and the merger provided for in the Merger Agreement shall become effective as of the close of business on August 31, 2004.

SECRETARY OF STATE
FILED

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IN WITNESS WHEREOF, said Gold Bank, a Kansas banking corporation, has caused this certificate to be signed by Malcolm M. Aslin, its President and attested by Rick Tremblay, its Secretary, this 24th day of March, 2004.

Dated: March 24, 2004.

GOLD BANK, a Kansas banking corporation

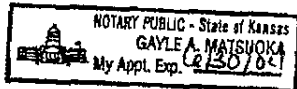
By: Malcolm M. Aslin
Name: Malcolm M. Aslin
Title: President

Attest:

Rick Tremblay
Name: Rick Tremblay
Title: Secretary

STATE OF KANSAS)
) SS:
COUNTY OF JOHNSON)

BE IT REMEMBERED, that before me Gayle A. Matsuoka, a Notary Public in and for the county and state aforesaid, came Malcolm M. Aslin, the President of Gold Bank, a banking corporation organized under the laws of the State of Kansas, personally known to me to be the same person who executed the foregoing certificate, and duly acknowledged the execution of the same as his act and deed and as the act and deed of the corporation as of the 24th day of March, 2004.



(SEAL)

Commission expires: _____

Gayle A. Matsuoka
Notary Public

APPROVED

Judi L. R.
DEPUTY BANK COMMISSIONER

DATE

8-30-04

AGREEMENT AND PLAN OF REORGANIZATION

THIS AGREEMENT AND PLAN OF REORGANIZATION (this "Agreement"), dated as of March 22, 2004, is made by and among **GBC FLORIDA, INC.**, a bank holding company organized under the laws of the State of Kansas ("GBC Florida"), and **GBC KANSAS, INC.**, a bank holding company organized under the laws of the State of Kansas ("GBC Kansas").

RECITALS

A. GBC Florida and GBC Kansas are wholly-owned subsidiaries of Gold Banc Corporation, Inc., a Kansas corporation ("Gold Banc").

B. This Agreement is to coincide with, and be a part of, the transactions involving Gold Banc and Silver Acquisition Corp., a Delaware corporation ("Silver Acquisition"), and SAC Acquisition Corp., a Delaware corporation and a wholly-owned subsidiary of Silver Acquisition ("SAC"), pursuant to an Agreement and Plan of Merger, dated as of February 24, 2004, wherein (i) SAC will merge with and into Gold Banc and (ii) Gold Banc will immediately merge with and into Silver Acquisition with Silver Acquisition being the surviving corporation.

C. The Boards of Directors of GBC Florida and GBC Kansas have approved and deem it advisable and in the best interests of their respective companies and shareholders that GBC Florida merge with and into GBC Kansas in the manner hereinafter set forth (the "Merger").

D. Gold Bank Florida, a Florida banking corporation ("Gold Bank Florida"), is a wholly-owned subsidiary of GBC Florida.

E. Gold Bank Kansas, a Kansas banking corporation, ("Gold Bank Kansas"), is a wholly owned subsidiary of GBC Kansas.

F. In connection herewith, Gold Bank Florida and Gold Bank Kansas will enter into a Bank Merger Agreement, substantially in the form attached hereto as Exhibit A (the "Bank Merger Agreement") pursuant to which Gold Bank Florida will be merged into Gold Bank Kansas (the "Bank Merger").

G. The parties desire to make certain representations, warranties and agreements in connection with the Merger and the Bank Merger.

AGREEMENT

ACCORDINGLY, in consideration of the premises, the mutual covenants and agreements set forth herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

ARTICLE I SEQUENCE OF EVENTS

Section 1.1 Step One – Merger of GBC Florida into GBC Kansas

(a) On the Closing Date, GBC Florida will merge with and into GBC Kansas, upon the terms and conditions set forth in Article II hereof.

(b) It is the intent of the parties hereto that the Merger be treated for federal income tax purposes as a tax-free reorganization pursuant to Section 368(a)(1)(A) of the Internal Revenue Code.

Section 1.2 Step Two – Merger of Gold Bank Florida into Gold Bank Kansas.

On the Closing Date, after the merger of GBC Florida into GBC Kansas, Gold Bank Florida will merge with and into Gold Bank Kansas, upon the terms and conditions set forth in the Bank Merger Agreement.

Section 1.3 Closing Date. Subject to the prior receipt of all required regulatory approvals, the closing date for the Merger shall be August 2, 2004, or such other date as the parties hereto may mutually agree (the "Closing Date"). The closing shall take place at the offices of Gold Banc, 11301 Nall Avenue, Leawood, Kansas 66211.

ARTICLE II HOLDING COMPANY MERGER

Section 2.1 The Merger. At the Effective Time (as hereinafter defined), in accordance with the provisions of this Agreement, GBC Florida shall merge with and into GBC Kansas under the Articles of Incorporation of GBC Kansas, pursuant to the provisions of, and with the effect provided in Section 17-6701 of the Kansas Corporation Code ("KSA"). Upon the Effective Time, the name of the corporation (sometimes hereinafter referred to as the "Continuing Corporation" whenever reference is made to it as of the Effective Time or thereafter) shall continue to be "GBC Kansas, Inc." The business of the Continuing Corporation shall be that of a bank holding company. The principal office of GBC Kansas shall become the principal office of the Continuing Corporation.

Section 2.2 Effective Time of Merger. The Merger shall become effective on the date that appropriate certificates of merger and other required documentation are executed by GBC Florida and GBC Kansas and filed with the Kansas Secretary of State (the "Effective Time"). Subject to receipt of all required approvals and to the filing of such certificates of merger and other documentation, the Effective Time shall take place as of the opening of business on the Closing Date.

Section 2.3 Effect of Merger. From and after the Effective Time, the Merger shall have the effects on GBC Florida and GBC Kansas, and on their respective assets and liabilities, as set forth in Section 17-6709 of the KSA.

Section 2.4 *Certificate of Incorporation and Bylaws.* At the Effective Time, the Articles of Incorporation of GBC Kansas in effect immediately prior to the Effective Time shall continue in full force and effect as the Articles of Incorporation of the Continuing Corporation, until amended as provided by law. The Bylaws of GBC Kansas in effect immediately prior to the Effective Time shall become and continue to be the Bylaws of the Continuing Corporation, until amended as provided by law.

Section 2.5 *Directors and Officers.*

(a) The directors of the Continuing Corporation shall be the following individuals:

Malcolm M. Aslin

Rick J. Tremblay

each of whom, subject to the Bylaws of the Continuing Corporation and applicable laws and regulations, shall hold his or her directorship until the next annual meeting of the stockholders of the Continuing Corporation subsequent to the Effective Time.

(b) The executive officers of the Continuing Corporation shall be the following individuals:

Name:

Title:

Malcolm M. Aslin

Chairman & President

Lee Derr

Vice President & Secretary

Rick Tremblay

Vice President & Treasurer

each of whom, subject to the Bylaws of the Continuing Corporation and applicable laws and regulations, shall hold his or her respective office until the next annual meeting of the board of directors of the Continuing Corporation subsequent to the Effective Time.

Section 2.6 *Shareholder Approval.* The Merger shall be approved by Gold Banc, the sole shareholder of each of GBC Florida and GBC Kansas.

Section 2.7 *Taking of Necessary Action.* GBC Florida and GBC Kansas shall take all such action as may be necessary or appropriate in order to effect the Merger contemplated by this Agreement. If at any time after the Effective Time any further action is necessary or desirable to carry out the purposes of this Agreement or to vest the Continuing Corporation with full right, title and interest to all assets, rights, approvals, immunities and franchises of GBC Florida, the former officers and directors of GBC Florida may take all such lawful and necessary actions on behalf of such corporation.

ARTICLE III CAPITAL STOCK

Section 3.1 *Capital Stock.*

(a) GBC Florida has authorized capital stock of \$1,000,000, divided into 1,000,000 shares of common stock, with a par value of one dollar (\$1.00) per share, of which 1,000 shares are issued and outstanding (the "GBC Florida Common Stock").

(b) GBC Kansas has authorized capital stock of \$1,000,000, divided into 1,000,000 shares of common stock, with a par value of one dollar (\$1.00) per share, of which 1,000 shares are issued and outstanding (the "GBC Kansas Common Stock").

ARTICLE IV CONVERSION, EXCHANGE AND CANCELLATION OF SHARES

Section 4.1 *Cancellation and Continuation of Shares.* At the Effective Time, by virtue of the Merger and without any action on the part of any holder thereof:

(a) Each share of GBC Florida Common Stock issued and outstanding immediately prior to the Effective Time shall be canceled by operation of state law.

(b) Each share of GBC Kansas Common Stock issued and outstanding immediately prior to the Effective Time shall remain outstanding and unchanged after the Merger.

(c) *Surrender of Certificates.* After the Effective Time, GBC Kansas shall have authority to act and shall act as exchange agent (the "Exchange Agent") in effecting the surrender and cancellation, pursuant to Section 4.1, of the stock certificates which, immediately prior to the Effective Time, represented shares of the GBC Florida Common Stock. Each stock certificate representing shares of GBC Florida Common Stock shall be surrendered to the Exchange Agent on or after the Closing Date and such surrendered stock certificate shall be canceled by the Exchange Agent.

Section 4.2 *Closing of the Transfer Books.* At the Effective Time, the stock transfer book(s) of GBC Florida shall be closed and no transfer of GBC Florida Common Stock shall thereafter be made.

ARTICLE V COVENANTS

Section 5.1 *Covenants of the Parties.* Each of the parties hereto agrees to use all reasonable efforts to take, or cause to be taken, all action and to do, or cause to be done, all things necessary, proper or advisable under applicable laws to consummate and make effective the Merger and the other transactions contemplated by this Agreement.

ARTICLE VI
CONDITIONS OF HOLDING COMPANY MERGER

Section 6.1 *Conditions to Each Party's Obligation to Effect the Merger.* The respective obligations of each party to effect the Merger shall be subject to the satisfaction prior to the Closing Date of the following conditions:

(a) *Stockholder Approval.* This Agreement and the Merger shall have been duly approved, ratified and confirmed by the required vote of Gold Banc, the sole stockholder of each of GBC Florida and GBC Kansas.

(b) *Regulatory Approvals.* All required federal and state regulatory approvals of the Merger shall have been obtained and shall continue to be in full force and effect, and all applicable waiting periods shall have expired.

(c) *Third Party Consents.* All consents and approvals of and notices to non-governmental third parties that are necessary to consummate the Merger shall have been filed and/or obtained and shall continue to be in full force and effect.

(d) *No Injunctions or Restraints; Illegality.* No order, injunction or decree issued by any court or agency of competent jurisdiction or other legal restraint or prohibition preventing the consummation of the Merger shall be in effect.

ARTICLE VII
TERMINATION AND AMENDMENT

Section 7.1 *Termination.* At any time prior to the Effective Time, this Agreement and the transactions contemplated herein may be terminated by mutual consent of the parties hereto.

Section 7.2 *Effect of Termination.* In the event of termination of this Agreement as provided in Section 7.1 hereof, this Agreement shall forthwith become void and there shall be no liability or obligation under this Agreement on the part of any of the parties hereto.

ARTICLE VIII
MISCELLANEOUS

Section 8.1 *Amendment.* This Agreement may be amended by the parties hereto, by action taken or authorized by their respective boards of directors and approval by their respective shareholders. This Agreement may not be amended except by instrument in writing signed on behalf of each of the parties hereto.

Section 8.2 *Notices.* All notices and other communications hereunder shall be in writing and shall be deemed given if delivered personally, telecopied (with confirmation) or

mailed by registered or certified mail (return receipt requested) to a party hereto, at the address of each party's principal office.

Section 8.3 *Counterparts*. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which together shall constitute one agreement which is binding upon all the parties hereto, notwithstanding that all parties are not signatories to the same counterpart. This Agreement may be executed by facsimile signatures which shall be deemed to have the same force and effect as original signatures.

Section 8.4 *Entire Agreement*. Except as otherwise set forth in this Agreement (including the documents and the instruments referred to herein), this Agreement constitutes the entire agreement, and supersedes all prior agreements and understandings, both written and oral, among the parties with respect to the subject matter hereof.

Section 8.5 *Governing Law*. This Agreement shall be governed and construed in accordance with the laws of the State of Kansas without regard to any applicable conflicts of law.

[signature page follows]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered as of the date and year first above written.

GBC FLORIDA, INC.

By: Malcolm M. Aslin
Name: Malcolm M. Aslin
Title: President

ATTEST:

Rick Tremblay
Name: Rick Tremblay
Title: Vice President & Treasurer

GBC KANSAS, INC.

By: Malcolm M. Aslin
Name: Malcolm M. Aslin
Title: President

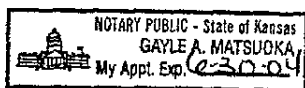
ATTEST:

Rick Tremblay
Name: Rick Tremblay
Title: Vice President & Treasurer

STATE OF Kansas)
COUNTY OF Johnson) ss.

ON THIS 22nd day of March, 2004, before me the undersigned, a Notary Public in and for the County and the aforesaid, came Malcolm M. Aslin, President of GBC Florida, Inc., a Kansas corporation, and Rick Tremblay, Vice President and Treasurer of GBC Florida, who are personally known to me to be such persons, and who are personally known to me to be the same persons who executed the within instrument on behalf of said corporation, and such persons duly acknowledged the execution of the same to be the act and deed of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year last above written.



Gayle A. Matsuoka
NOTARY PUBLIC

My appointment expires:
