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Division of Corporations
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MERGER OR SHARE EXCHANGE

GOLD RE HOLDINGS-III, LLC

Certificate of Status	0
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Page Count	13
Estimated Charge	\$105.00

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ARTICLES OF MERGER

The following articles of merger are being submitted in accordance with section(s) 607.1109, 608.4382, and/or 620.203, Florida Statutes.

FIRST: The exact name, street address of its principal office, jurisdiction, and entity type for each merging party are as follows:

<u>Name and Street Address</u>	<u>Jurisdiction</u>	<u>Entity Type</u>
1. Gold RE Holdings-III, LLC 4602 Cortez Road West Bradenton, FL 34210	Florida	LLC

Florida Document/Registration Number: L02000017277 FEI Number: 28-0053655

2. _____

Florida Document/Registration Number: _____ FEI Number: _____

3. _____

Florida Document/Registration Number: _____ FEI Number: _____

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SECOND: The exact name, street address of its principal office, jurisdiction, and entity type of the surviving party are as follows:

<u>Name and Street Address</u>	<u>Jurisdiction</u>	<u>Entity Type</u>
Gold RE Holdings-I, LLC	Delaware	LLC
4305 Frederick Boulevard		
St. Joseph, MO		

Florida Document/Registration Number: _____ FEI Number: _____

THIRD: The attached Plan of Merger meets the requirements of section(s) 607.1108, 608.438, 617.1103, and/or 620.201, Florida Statutes, and was approved by each domestic corporation, limited liability company, partnership and/or limited partnership that is a party to the merger in accordance with Chapter(s) 607, 617, 608, and/or 620, Florida Statutes.

FOURTH: If applicable, the attached Plan of Merger was approved by the other business entity(ies) that is/are party(ies) to the merger in accordance with the respective laws of all applicable jurisdictions.

FIFTH: If not incorporated, organized, or otherwise formed under the laws of the state of Florida, the surviving entity hereby appoints the Florida Secretary of State as its agent for substitute service of process pursuant to Chapter 48, Florida Statutes, in any proceeding to enforce any obligation or rights of any dissenting shareholders, partners, and/or members of each domestic corporation, partnership, limited partnership and/or limited liability company that is a party to the merger.

SIXTH: If not incorporated, organized, or otherwise formed under the laws of the state of Florida, the surviving entity agrees to pay the dissenting shareholders, partners, and/or members of each domestic corporation, partnership, limited partnership and/or limited liability company that is a party to the merger the amount, if any, to which they are entitled under section(s) 607.1302, 620.205, and/or 608.4384, Florida Statutes.

SEVENTH: If applicable, the surviving entity has obtained the written consent of each shareholder, member or person that as a result of the merger is now a general partner of the surviving entity pursuant to section(s) 607.1108(5), 608.4381(2), and/or 620.202(2), Florida Statutes.

EIGHTH: The merger is permitted under the respective laws of all applicable jurisdictions and is not prohibited by the agreement of any partnership or limited partnership or the regulations or articles of organization of any limited liability company that is a party to the merger.

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AGREEMENT AND PLAN OF MERGER

This Agreement and Plan of Merger (this "Agreement"), dated as of August 31, 2004, is made by and between GOLD RE HOLDINGS-III, LLC, a Florida limited liability company with its principal office at 4502 Cortez Road West, Bradenton, Florida ("Gold RE Holdings-III"), and GOLD RE HOLDINGS-I, LLC, a Delaware limited liability company with its principal office at 4305 Frederick Boulevard, St. Joseph, Missouri ("Gold RE Holdings-I").

RECITALS

A. The managers of Gold RE Holdings-III and the managers of Gold RE Holdings-I deem it advisable for the general welfare and advantage of each constituent entity and their respective members to merge Gold RE Holdings-III with and into Gold RE Holdings-I (the "Merger") pursuant to this Agreement and the applicable provisions of the Delaware Limited Liability Company Act (the "Delaware LLC Act") and the Florida Limited Liability Company Act (the "Florida LLC Act" and together with the Delaware LLC Act, the "Acts").

B. Gold RE Holdings-III is a subsidiary of Gold IHC-III, LLC, a Nevada limited liability company ("Gold IHC-III") and Gold RE Holdings-I is a subsidiary of Gold IHC-I, LLC, a Delaware limited liability company ("Gold IHC-I").

C. Gold IHC-III is a subsidiary of Gold Bank, a Florida banking corporation ("Gold Bank-FL"), which is a subsidiary of GBC Florida, Inc., a Kansas corporation ("GBC Florida"). Gold IHC-I is a subsidiary of Gold Bank, a Kansas banking corporation ("Gold Bank-KS"), which is a subsidiary of GBC Kansas, Inc., a Kansas corporation ("GBC Kansas").

D. The Merger is the last of a series of four mergers, which will be consummated in the following order on August 31, 2004: (1) GBC Florida will merge with and into GBC Kansas, (2) Gold Bank-FL will merge with and into Gold Bank-KS, (3) Gold IHC-III will merge with and into Gold IHC-I, and (4) Gold RE Holdings-III will merge with and into Gold RE Holdings-I.

E. The managers of Gold RE Holdings-III, and the managers of Gold RE Holdings-I, have duly adopted this Agreement in accordance with the Acts.

F. Gold RE Holdings-III, by its Articles of Organization which were filed in the office of the Secretary of State of Florida on July 10, 2002, has one common member, Gold IHC-III.

G. Gold RE Holdings-I, by its Certificate of Formation, which was filed in the office of the Secretary of State of Delaware on May 14, 1999 has one common member, Gold IHC-I.

H. The Merger has been approved by Gold IHC-III, the sole common member of Gold RE Holdings-III and by Gold IHC-I, the sole common member of Gold RE Holdings-I.

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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 Merger of Gold RE Holdings-III into Gold RE Holdings-I.

(a) On the Closing Date, Gold RE Holdings-III will merge with and into Gold RE Holdings-I, upon the terms and conditions set forth in Article II hereof, and Gold RE Holdings-I will be the survivor of the Merger.

(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 Closing Date. The closing date for the Merger shall be August 31, 2004, or such other date as the parties hereto may mutually agree (the "Closing Date"). The closing shall take place at 11301 Nall Avenue, Leawood, Kansas 66211.

ARTICLE II HOLDING COMPANY MERGER

Section 2.1 The Merger. At the Effective Time (as hereinafter defined), Gold RE Holdings-III shall merge with and into Gold RE Holdings-I under the Certificate of Formation of Gold RE Holdings-I, pursuant to the provisions of, and with the effect provided in Section 18-209 of the Delaware LLC Act. At the Effective Time, the name of the corporation (sometimes hereinafter referred to as the "Surviving Entity" whenever reference is made to it as of the Effective Time or thereafter) shall continue to be "Gold RE Holdings-I, LLC." The principal office of Gold RE Holdings-I shall become the principal office of the Surviving Entity.

Section 2.2 Effective Time of Merger. The Merger shall become effective on the date and time specified in the certificate of merger executed by Gold RE Holdings-I and filed with the Delaware Secretary of State (the "Effective Time"). Subject to receipt of all required approvals and to the filing of such certificate of merger and other documentation, the Effective Time shall be 10:00 p.m. on the Closing Date.

Section 2.3 Effect of Merger. From and after the Effective Time, the Merger shall have the effects on Gold RE Holdings-III and Gold RE Holdings-I, and on their respective assets and liabilities, as set forth in Section 18-209 of the Delaware LLC Act.

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Section 2.4 Certificate of Formation and Limited Liability Company Agreement.

At the Effective Time, the Certificate of Formation of Gold RE Holdings-I in effect immediately prior to the Effective Time shall continue in full force and effect as the Certificate of Formation of the Surviving Entity, until amended as provided by law. The Limited Liability Company Agreement of Gold RE Holdings-I in effect immediately prior to the Effective Time shall become and continue to be the Limited Liability Company Agreement of the Surviving Entity, until amended as provided by law.

Section 2.5 Managers and Officers.

(a) The managers of the Surviving Entity shall be the following individuals:

Richard Viar

Lee Keith

Robin Bear

Pamela Bernelson

each of whom shall hold his or her position subject to the Limited Liability Company Agreement of the Surviving Entity and applicable laws and regulations. The business address of each of the managers is 11301 Nall Avenue, Leawood, Kansas 66211.

(b) The executive officers of the Surviving Entity shall be the following individuals:

<u>Name:</u>	<u>Title:</u>
<u>Richard Viar</u>	<u>Chairman & President</u>
<u>Lee Keith</u>	<u>Vice President & Treasurer</u>
<u>Robin Bear</u>	<u>Secretary</u>

each of whom, subject to the Limited Liability Company Agreement of the Surviving Entity and applicable laws and regulations, shall hold his or her respective office until the next annual meeting of the managers of the Surviving Entity subsequent to the Effective Time.

Section 2.6 Member Approval. The Merger shall be approved by Gold IHC as the sole common member of Gold RE Holdings-I and by Gold IHC-III as the sole common member of Gold RE Holdings-III.

Section 2.7 Taking of Necessary Action. Gold RE Holdings-III and Gold RE Holdings-I 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

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Surviving Entity with full right, title and interest to all assets, rights, approvals, immunities and franchises of Gold RE Holdings-III, the former officers and managers of Gold RE Holdings-III may take all such lawful and necessary actions on behalf of such corporation.

ARTICLE III CAPITAL STOCK; MEMBERSHIP INTERESTS

Section 3.1 Capital Stock; Membership Interests.

- (a) Gold IHC-III owns 100% of the common membership and 85% of the preferred membership interest of Gold RE Holdings-III.
- (b) Gold IHC-I owns 100% of the common membership interest and 85% of the preferred membership interest of Gold RE Holdings-I.

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 common membership interest of Gold RE Holdings-III issued and outstanding immediately prior to the Effective Time shall be canceled by operation of state law.
- (b) Each preferred membership interest of Gold RE Holdings-III issued and outstanding immediately prior to the Effective Time, by virtue of the Merger and without any action on the part of the holders thereof, shall automatically be cancelled and extinguished and converted into the right to receive the sum of \$500 per 0.1% preferred membership interest of Gold RE Holdings-III (the "Merger Consideration").
- (c) Each membership interest of Gold RE Holdings-I issued and outstanding immediately prior to the Effective Time shall remain outstanding after the Merger.

Section 4.2 Surrender of Certificates. After the Effective Time, Gold RE Holdings-I 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 membership interests of Gold RE Holdings-III and payment of the Merger Consideration to the holders of preferred membership interests of Gold RE Holdings-III. Each certificate representing membership interests of Gold RE Holdings-III shall be surrendered to the Exchange Agent on or after the Closing Date and such surrendered certificate shall be canceled by the Exchange Agent.

Section 4.3 Closing of the Transfer Books. At the Effective Time, the transfer book(s) of Gold RE Holdings-III shall be closed and no transfer of Gold RE Holdings-III membership interests shall thereafter be made.

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ARTICLE V COVENANTS

Section 5.1 Covenants of the Parties. Each of the parties shall 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 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 and Member Approval. This Agreement and the Merger shall have been duly approved, ratified and confirmed by the required vote of Gold IHC-I, as the sole common member of Gold RE Holdings-I and by Gold IHC-III as the sole common member of Gold RE Holdings-III.

(b) 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.

(c) 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

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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 Delaware without regard to any applicable conflicts of law.

[signature page follows]

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

GOLD RE HOLDINGS-III, LLC

By: 

Name: Jerry Neff

Title: President and Manager

GOLD RE HOLDINGS-I, LLC

By: _____

Name: Richard Viar

Title: President and Manager

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

GOLD RE HOLDINGS-III, LLC

By: _____

Name: Jerry Neff

Title: President and Manager

GOLD RE HOLDINGS-I, LLC

By: _____

Name: Richard Vlat

Title: President and Manager

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