

Division of Corporations

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P95000051203

Florida Department of State

Division of Corporations

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Katherine Harris, Secretary of State

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DIVISION OF CORPORATIONS

MERGER OR SHARE EXCHANGE

GOLD BANC ACQUISITION CORPORATION XI, INC.

SECRETARY OF STATE
TALLAHASSEE FLORIDA

00 MAR 20 PM 4:40

FILED

Certificate of Status	1
Certified Copy	1
Page Count	10
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Merger

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ARTICLES OF MERGER
Merger Sheet

MERGING:

AMERICAN BANCSHARES, INC., a Florida corporation, P95000051203

INTO

GOLD BANC ACQUISITION CORPORATION XI, INC., a Kansas corporation
not qualified in Florida

File date: March 20, 2000

Corporate Specialist: Darlene Connell



FLORIDA DEPARTMENT OF STATE

Katherine Harris
Secretary of State

March 21, 2000

AMERICAN BANCSHARES, INC.
P.O. BOX 14940
ACCOUNTING
BRADENTON, FL 34280-4940SUBJECT: AMERICAN BANCSHARES, INC. and GOLD BANC ACQUISITION
CORPORATION XI, INC.
REF: P95000051203

We received your electronically transmitted document. However, the document has not been filed. Please make the following corrections and refax the complete document, including the electronic filing cover sheet.

The current name of the entity is as referenced above. Please correct your document accordingly.

The date is incomplete on the signature page of the Articles of Merger.

Please return your document, along with a copy of this letter, within 60 days or your filing will be considered abandoned.

If you have any questions concerning the filing of your document, please call (850) 487-6906.

Darlene Connell
Corporate SpecialistFAX Aud. #: H00000012501
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**ARTICLES OF MERGER OF
AMERICAN BANCSHARES, INC.
(a Florida corporation)
WITH AND INTO
GOLD BANC ACQUISITION CORPORATION XI, INC.
(a Kansas corporation)**

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00 MAR 20 PM 4:40
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

The following articles of merger are submitted in accordance with the Florida Business Corporation Act, pursuant to Sections 607.1105 and 607.1107.

First: The name and state of incorporation of the surviving corporation is:

<u>Name</u>	<u>State of Incorporation</u>
Gold Banc Acquisition Corporation XI, Inc.	Kansas

Second: The names and states of incorporation of the corporations which are parties to this merger are:

<u>Name</u>	<u>State of Incorporation</u>
Gold Banc Acquisition Corporation XI, Inc.	Kansas
American Bancshares, Inc.	Florida

Third: The Plan of Merger is attached hereto as Exhibit A.

Fourth: These Articles of Merger and Plan of Merger shall become effective on the later of compliance with the laws of the State of Florida and those of the State of Kansas.

Fifth: Pursuant to Kansas law, the Board of Directors of Gold Banc Acquisition Corporation XI, Inc. approved the merger and recommended approval of the Merger to the sole stockholder. The sole stockholder approved the Plan of Merger by written consent on March 13, 2000.

Sixth: In accordance with Florida law, the Board of Directors of American Bancshares, Inc. approved and adopted the Plan of Merger and voted to submit the Plan of Merger to a vote of American Bancshares, Inc.'s shareholders with a unanimous recommendation that the Plan of Merger be approved. The Plan of Merger, having been so submitted to the shareholders of American Bancshares, Inc., was adopted by the shareholders of American Bancshares, Inc. at a special shareholders' meeting on March 13, 2000, called for that purpose.

[SIGNATURES ON NEXT PAGE.]

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Richard A. Denmon, Esq.

Carlton Fields, P.O. Box 3239, Tampa, FL 33601

Ph: 813-223-7000; Fax: 813-229-4133

Fla. Bar No.: 848190

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Dated this 21st day of March, 2000.

GOLD BANC ACQUISITION CORPORATION
XI, INC.

By: Malcolm M. Aslin
Malcolm M. Aslin,
President

AMERICAN BANCSHARES, INC.

By: Jerry L. Neff
Jerry L. Neff,
President and Chief Executive Officer

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EXHIBIT A

**PLAN OF MERGER OF
AMERICAN BANCSHARES, INC.
(a Florida corporation)
WITH AND INTO
GOLD BANC ACQUISITION CORPORATION XI, INC.
(a Kansas corporation)**

This Plan of Merger ("Plan of Merger"), effective as of January 24, 2000, describes the merger ("Merger") of American Bancshares, Inc., a Florida corporation ("American") with and into Gold Banc Acquisition Corporation XI, Inc. ("Acquisition Subsidiary"), a Kansas corporation and wholly-owned subsidiary of Gold Banc Corporation, Inc., a Kansas corporation ("Gold Banc").

PREAMBLE

The respective Boards of Directors of American, Acquisition Subsidiary and Gold Banc deem the Merger, under and pursuant to the terms and conditions herein set forth or referred to, desirable and in the best interests their respective corporations and shareholders, and the respective Boards of Directors of American, Acquisitions Subsidiary and Gold Banc have adopted resolutions approving and adopting the Agreement and Plan of Reorganization, dated as of September 6, 1999, as amended January 24, 2000, by and among American, Acquisition Subsidiary and Gold Banc ("Merger Agreement") providing for all of the terms of the Merger.

The Merger Agreement and this Plan of Merger providing for the Merger have been approved by the Board of Directors of each of the parties thereto, and have been submitted by each party's respective shareholders for approval.

In consideration of the premises and mutual agreements herein contained, the parties do hereby agree that the Plan of Merger shall be as follows:

First: The name and state of incorporation of the surviving corporation is:

<u>Name</u>	<u>State of Incorporation</u>
Gold Banc Acquisition Corporation XI, Inc.	Kansas

Second: The names and states of incorporation of the corporations which are parties to this merger are:

<u>Name</u>	<u>State of Incorporation</u>
Gold Banc Acquisition Corporation XI, Inc.	Kansas
American Bancshares, Inc.	Florida

Third: The terms of the Merger are as follows:

Section 1. *The Merger.* Upon the terms and subject to the conditions of this Plan of Merger and in accordance with the Kansas General Corporation Code ("KGCC")

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and the Florida Business Corporation Act ("FBCA"), at the Effective Time (as defined below), American shall be merged with and into Acquisition and the separate existence and corporate organization of American shall thereupon cease and American and Acquisition Subsidiary shall thereupon be a single corporation. Acquisition Subsidiary shall be the surviving corporation in the Merger (the "Surviving Corporation") and the separate corporate existence of Acquisition Subsidiary shall continue unaffected and unimpaired by the Merger.

Section 2. *Effective Time of American Merger.* On the Closing Date (as hereinafter defined), officers of American and Acquisition Subsidiary shall execute and acknowledge appropriate certificates or articles of merger that shall be filed with the Kansas Secretary of State and the Florida Secretary of State in accordance with the KGCC and the FBCA. The Merger and the other transactions contemplated by this Plan of Merger shall become effective on the date that such certificates or articles of merger have been filed with the Kansas Secretary of State and the Florida Secretary of State in accordance with the KGCC and the FBCA (the "Effective Time"). The Closing Date shall be on a day occurring not later than ten (10) days nor earlier than five (5) days after the Determination Date at 10:00 a.m. at the office of the counsel of Gold Banc or on such other date and at such other place and time as the parties hereto may mutually agree. The Determination Date means the date on which the last of the following occurs: (i) effective date (including the expiration of any applicable waiting period by Law) of the last required Consent or Order of any Governmental Entity having authority over and approving or exempting the Merger, and (ii) the date on which the stockholders of both American and Gold Banc have both approved this Plan of Merger.

Section 3. *Articles of Incorporation, Bylaws, Directors and Officers.*

(a) The Articles of Incorporation and Bylaws of Acquisition Subsidiary as in effect immediately prior to the Effective Time shall be and remain the Articles of Incorporation and Bylaws of the Surviving Corporation from and after the Effective Time until amended as provided by Law, except that the name of the Surviving Corporation shall be changed to "GBC Florida, Inc." at the Effective Time.

(b) The officers and directors of Acquisition Subsidiary shall continue as the officers and directors of the Surviving Corporation from and after the Effective Time, subject to the Bylaws of the Surviving Corporation and applicable Laws.

Section 4. *Effect of American Merger.* From and after the Effective Time, the Merger shall have the effects on American and Acquisition Subsidiary set forth in Section 607.1106 of the FBCA and Section 17-6709 of the KGCC.

Fourth: The manner and basis of converting the shares of each corporation into shares, obligations, or other securities of the surviving corporation or any other corporation or, in whole or in part, into cash or other property and the manner and basis of converting rights to acquire shares of each corporation into rights to acquire shares, obligations, or other securities of the

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surviving or any other corporation or, in whole or in part, into cash or other property are as follows:

Section 1. *Effect of Merger on American Common Stock.* At the Effective Time, by virtue of the Merger and without any action on the part of any holder thereof:

(a) Each share of American common stock, \$1.175 par value per share ("American Common Stock") that is either authorized but unissued or held in the treasury of American, if any, or held by American or any subsidiary of American other than as trustee, fiduciary, nominee or some similar capacity or for debts previously contracted shall be canceled and retired and shall cease to exist from and after the Effective Time, and no cash or other consideration shall be delivered in exchange therefor.

(b) Each outstanding share of American Common Stock issued and outstanding at the Effective Time shall cease to be outstanding and shall be converted into and exchanged for the number of shares (the "Exchange Ratio") of Gold Banc common stock, \$1.00 par value per share ("Gold Banc Common Stock") determined by dividing \$18.18 by the Average Gold Banc Stock Price, with the Exchange Ratio being rounded to four decimal places. Average Gold Banc Stock Price means the average of the closing sales price of Gold Banc Common Stock as reported by the Nasdaq National Market System on each of the ten consecutive trading days immediately preceding the third trading day prior to the Determination Date. Notwithstanding the foregoing, (i) if the Average Gold Banc Stock Price is greater than \$13.75, then the Exchange Ratio shall be \$18.18 divided by \$13.75 and (ii) if the Average Gold Banc Stock Price is less than \$11.00, then the Exchange Ratio shall be \$18.18 divided by \$11.00, in either case rounded to four decimal places. Fractions of shares determined pursuant to this Section 1(b) shall be rounded to three decimal places.

Section 2. *Exchange of Certificates.*

(a) Gold Banc, on behalf of Acquisition Subsidiary, shall make available to American Stock Transfer and Trust Co., which is hereby designated as the exchange agent (the "Exchange Agents"), on or prior to the Closing Date, such number of shares of Gold Banc Common Stock (and cash in lieu of fractional shares) as shall be issuable or deliverable to the holders of American Common Stock in accordance with Section 1 hereof. As soon as practicable after the Effective Time, Gold Banc, on behalf of the Exchange Agents, shall mail to each holder of record of a certificate that immediately prior to the Closing Date represented outstanding shares of American Common Stock (i) a form letter of transmittal and (ii) instructions for effecting the surrender of certificates of American Common Stock for exchange into certificates of Gold Banc Common Stock. The Gold Banc Common Stock into which the American Common Stock is being converted in accordance with Section 1(b) hereof shall be delivered to each stockholder of American as set forth in a letter of transmittal

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(b) Notwithstanding any other provision herein, no fractional shares of Gold Banc Common Stock and no certificates or scrip therefor or other evidence of ownership thereof will be issued. All fractional shares of Gold Banc Common Stock to which a holder of American Common Stock would otherwise be entitled to under Section 1 hereof shall be aggregated. If a fractional share results from such aggregation, such stockholder shall be entitled, after the Effective Time and upon the surrender of such stockholder's certificate or certificates representing shares of American Common Stock, to receive from the Exchange Agents an amount in cash in lieu of such fractional share equal to the product of such fraction and the Average Gold Banc Stock Price. Gold Banc, on behalf of Acquisition Subsidiary, shall make available to the Exchange Agents, as required from time to time, any cash necessary for this purpose.

Section 3. *Closing of American Transfer Books.* At the Effective Time, the stock transfer books of American shall be closed and no transfer of American Common Stock shall thereafter be made.

Section 4. *Voting and Dividends.*

(a) Until sixty (60) days after the Effective Time, former shareholders of American shall be entitled to vote at any meeting of the stockholders of Gold Banc the number of shares of Gold Banc Common Stock into which their shares of the American Common Stock are converted, regardless of whether such holders have exchanged their certificates representing American Common Stock for certificates representing Gold Banc Common Stock in accordance with the provisions of this Plan of Merger.

(b) No dividends or other distributions that are declared after the Effective Time with respect to Gold Banc Common Stock payable to holders of record thereof after the Effective Time shall be paid to American stockholders entitled to receive certificates representing Gold Banc Common Stock until such stockholders surrender to the Exchange Agent their certificates representing American Common Stock. Upon such surrender, there shall be paid to the stockholder in whose name the certificates representing such Gold Banc Common Stock shall be issued any dividends which shall have become payable with respect to such Gold Banc Common Stock between the Effective Time and the time of such surrender, without interest. After such surrender there shall also be paid to the stockholder in whose name the certificates representing such Gold Banc Common Stock shall be issued any dividend on such Gold Banc Common Stock that shall have (i) a record date subsequent to the Effective Time and prior to such surrender and (ii) a payment date after such surrender, and such payment shall be made on such payment date. In no event shall the stockholders entitled to receive such dividends be entitled to receive interest on such dividends.

Section 5. *Adjustments.* If at any time during the period between the date hereof and the Effective Time, any change in the number of outstanding shares of Gold Banc Common Stock is effected by reason of any reclassification, recapitalization, stock split or combination, exchange or readjustment of shares, or any stock dividend thereon

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with a record date (in the case of a stock dividend) or the effective date thereof (in the case of a stock split or combination, or similar recapitalization for which a record date is not established) during such period, the Exchange Ratio shall be proportionately adjusted on a pro rata basis so as to prevent the dilutive effect of such transaction on a percentage ownership basis.

Section 6. *Assumption of American Stock Options.*

(a) At the Effective Time, each award, option, or other right to purchase or acquire American Common Stock pursuant to any American stock options granted and under any American stock option or incentive plans ("American Stock Plan") or arrangement of American which are outstanding at the Effective Time ("American Stock Option"), whether or not vested or exercisable, without any action on the part of the holder thereof, shall be converted into and become rights with respect to Gold Banc Common Stock, and Gold Banc shall assume each American Stock Option, in accordance with the terms of the American Stock Plan under which it was granted and the stock option agreement or award by which it is evidenced, except that from and after the Effective Time (i) Gold Banc and its compensation committee shall be substituted for American and the committee of American's Board of Directors (including, if applicable, the entire Board of Directors of American) administering such American Plan, (ii) each American Stock Option assumed by Gold Banc may be exercised solely for Gold Banc Common Stock (or cash in the case of stock appreciation rights), (iii) the number of Gold Banc Common Stock subject to such American Stock Options shall be equal to the number of Gold Banc Common Stock subject to such American Stock Option immediately prior to the Effective Time multiplied by the Exchange Ratio, and (iv) the per share exercise price (or similar threshold price, in the case of stock awards) under each such American Stock Option shall be adjusted by dividing the per share exercise (or threshold) price under each such American Stock Option by the Exchange Ratio and rounding up to the nearest cent. Notwithstanding the provisions of clause (iii) of the preceding sentence, Gold Banc shall not be obligated to issue any fraction of a share of Gold Banc Common Stock upon exercise of such American Stock Option and any fraction of a share of Gold Banc Common Stock that otherwise would be subject to a converted such American Stock Option shall represent the right to receive a cash payment equal to the product of such fraction and the difference between the market price of one share of Gold Banc Common Stock and the per share exercise price of such right. In addition, notwithstanding the provisions of clauses (iii) and (iv) of the first sentence of this Section 6(a), each such American Stock 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. Gold Banc agrees to take all necessary steps to effectuate the foregoing provisions of this Section 6.

(b) As soon as practicable after the Effective Time, Gold Banc shall deliver to the participants in each American Stock Plan an appropriate notice

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setting forth such participant's rights pursuant thereto and the grants pursuant to such American Stock Plan shall continue in effect on the same terms and conditions (subject to the adjustments required by Section 6(a) of this Plan of Merger after giving effect to the Merger), and Gold Banc shall comply with the terms of each American Stock Plan to ensure, to the extent required by, and subject to the provisions of, such American Stock Plan, that the such American Stock Option which qualified as incentive stock options prior to the Effective Time continue to qualify as incentive stock options after the Effective Time. At or prior to the Effective Time, Gold Banc shall take all corporate action necessary to reserve for issuance sufficient shares of Gold Banc Common Stock for delivery upon exercise of such American Stock Option assumed by Gold Banc in accordance with this Section 6. As soon as practicable after the Effective Time, Gold Banc shall file with the Securities and Exchange Commission a registration statement on Form S-3 or Form S-8, as the case may be (or any successor or other appropriate form), with respect to the shares of Gold Banc Common Stock subject to such options and shall use its reasonable efforts to obtain and maintain the effectiveness of such registration statement (and maintain the current status of the prospectus or prospectuses contained therein) for so long as such options remain outstanding. With respect to those individuals who subsequent to the Merger will be subject to the reporting requirements under Section 16(a) of the Securities Exchange Act of 1934 ("Exchange Act"), where applicable, Gold Banc shall administer the American Stock Plans assumed pursuant to this Section 6 in a manner that complies with Rule 16b-3 promulgated under the Exchange Act.

(c) All restrictions or limitations on transfer with respect to the American Common Stock awarded under the American stock plans, to the extent that such restrictions or limitations shall not have already lapsed, and except as otherwise expressly provided in such plan, program, or arrangement, shall remain in full force and effect with respect to Gold Banc Common Stock into which such restricted stock is converted pursuant to Article 4, Section 1 of this Plan of Merger.

(d) Except as contemplated by this Plan of Merger, American will not, after the date hereof, without the written consent of Gold Banc, amend any outstanding such American Stock Option or other options or rights to purchase shares of American Common Stock.

(e) Neither American's Board of Directors nor any committee thereof shall authorize any cash payment in connection with any outstanding American Stock Option, and each member of each committee empowered to act with respect to any stock option plan shall have resigned.

Fifth: The parties hereto agree that consummation of the Merger is expressly conditioned upon:

(i) the approval of the shareholders of American, Acquisition Subsidiary and Gold Banc

(ii) the receipt of the required regulatory approval; and

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(iii) the satisfaction, unless duly waived, of all the conditions set forth in the Merger Agreement, which conditions are incorporated herein by reference to the Merger Agreement.

Sixth: This Plan of Merger may be terminated as follows:

Anything contained in the Plan of Merger to the contrary notwithstanding, and notwithstanding the adoption hereof by the shareholders of American, Acquisition Subsidiary and Gold Banc, this Plan of Merger may be terminated and the Merger abandoned as provided in the Merger Agreement.

Seventh: Amendment, Notice, Governing Law, and Counterpart provisions are as follows:

Section 1. *Amendment.* This Plan of Merger may be amended or supplemented at any time by mutual agreement of American, Acquisition Subsidiary and Gold Banc. Any such amendment or supplement must be in writing and approved by their respective Boards of Directors and shall be subject to the proviso in Section 12.1 of the Merger Agreement.

Section 2. *Notice.* Any notice or other communication required or permitted under this Plan of Merger shall be given, and shall be effective, in accordance with the provisions of the Merger Agreement.

Section 3. *Governing Law.* This Plan of Merger shall be governed by and construed in accordance with the laws of the State of Florida, except to the extent that Kansas corporate law applies to the provisions hereof relating to the Merger.

Section 4. *Counterparts.* This Plan of Merger may be executed in two or more identical counterparts, each of which when executed and delivered by the parties hereto shall be an original, but all of which together shall constitute a single agreement.

[SIGNATURES ON NEXT PAGE]

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IN WITNESS WHEREOF, American and Acquisition Subsidiary have caused this Plan of Merger to be executed by their duly authorized officers and their corporate seals to be hereunto affixed as of the date first above written.

ATTEST:

GOLD BANC ACQUISITION CORPORATION
XI, INC.By: Keith E. BoucheyKeith E. Bouchey
SecretaryBy: Malcolm M. AslinMalcolm M. Aslin
President

[CORPORATE SEAL]

ATTEST:

AMERICAN BANCSHARES, INC.

By: Brian M. WattersonBrian M. Watterson
SecretaryBy: Jerry L. NeffJerry L. Neff
President and Chief Executive Officer

[CORPORATE SEAL]

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