

CERTIFICATE

KNOW ALL PERSONS BY THESE PRESENTS:

That the undersigned does hereby certify that the undersigned is the Director and President of Cathay Bank, a corporation duly organized and existing under and by virtue of the laws of the State of California; that the attached By-Laws of said corporation were duly adopted as such by the Board of Directors of said corporation; and that the said By-Laws continues to be in full force and effect.

Dated: July 31, 2015

(SEAL)

Pin Tai

Director and President

419038



STATE OF CALIFORNIA) SECURITY AND COUNTY OF SAN FRANCISCO)

I, WILLIAM J. MURPHY, Superintendent of Banks of the State of California, hereby approve the attached Articles of Incorporation of CATHAY BANK OF LOS ANGELES, a proposed California corporation.

Said Ar icles of Incorporation were executed by the incorporators on June 29, 1961.

This approval is issued to comply with the requirements of Section 400 of the Eanking Law and Section 309 of the California Corporations Code and is not to be considered in any manner as a license to engage in the banking business in the State of California.

Given under my hand and official seal this 5th day of July, 1961.

WILLIAM J. MURPH Superintendent of Banks

Restriction of right to amend articles Yes No.

ARTICLES OF INCORPORATION OF CATHAY BANK OF LOS ANGELES

NAME

One: The name of this corporation is:

CATHAY BANK OF LOS ANGELES

PURPOSES

Two: The purposes for which this corporation is formed are:

- (a) The primary business in which the corporation is intended to initially engage is the business of banking.
- (b) To engage and transact the business of a savings bank as defined and provided for in the Financial Code of the State of California.
- (c) To engage and transact the business of a commercial bank as defined and provided for in the Financial Code of the State of California.
- (d) To engage in and transact the business of renting safe deposit boxes and receiving personal property for safe-keeping and storage on the banking premises as provided for under the Financial Code of the State of California.
- (e) To establish and maintain a branch office or offices as provided for under the Financial Code of the State of California.
- (f) To do all acts and things that a banking corporation, having a commercial department, savings department, or safe deposit department, or either or any of said departments, may lawfully do; and in general to do every act and thing necessary, suitable or proper to accomplish and carry out the objectives and purposes expedient or useful for the protection or advantages of the corporation or the business conducted or to be conducted by it.

PRINCIPAL COPIGE

Three: The County in the State of California where the principal office for the transaction of business of this corporation is to be located is the County of Los Angeles.

AUTHORIZED STOCK

Four: This corporation is authorized to issue only one class of shares of stock, the total number of shares shall be 50,000; the aggregate per value of said shares shall be \$1,000,000.00; and the par value of each of said shares shall be \$20.00.

The common shares of the corporation shall be subject to assessment by the board of directors upon order of the Superintendent of Banks of the State of California for the purpose of restoring an impairment or reduction of capital in the manner provided by the Banking Law of California.

DIRECTORS

Five:

- The number of directors of this corporation shall (a) be not less than seven or more than ten, the exact number of directors within the limits of such stated minimum and such stated maximum shall be fixed by a by-law or an amendment thereto duly adopted by the shareholders or by the board of directors, except that the number of directors who are to be appointed to act as first directors of this corporation shall be seven. However, in any event, a by-law or an amendment thereto duly adopted by the shareholders of this corporation may, in conformity with Section 301 (d) of the Corporation Code of the State of California, provide that the number of cirectors shall not be less than a stated minimum, which in no case shall be less than seven nor more than a stated maximum, which in no case shall exceed such stated minimum by more than three; the exact member of directors within the limits of such stated minimum and such stated maximum shall be fixed by a by-law or an emendment thereto duly adopted by the shareholders or by the board of directors.
- (b) The names and addresses of the persons who are appointed to act as the first directors are:

Home

Gerald Thomas Deal

Address

2238 North Edgement, Los Angeles 27, California.

Name

Address

F. Chow Chan

1129 Coronado Terrace, Los Angeles 26, California

Lun Hong Quan

1600 N. Boylston Street, Los Angeles 12, California

John Francis Varela

1052 West Sixth Street, Los Angeles 17, California

T. Y. Kwong, M.D.

2434 Moreno Drive, Los Angeles 39, California

George T. M. Ching

444 Market Street, San Francisco, California

John Raymond Mac Faden

417 South Hill Street, Los Angeles 13, California

IN WITNESS WHEREOF, for the purpose of forming this corporation under the laws of the State of California, the undersigned, constituting the incorporators of this corporation, including the persons named hereinabove as the first directors of this corporation, have executed these Articles of Incorporation this Tathday of _______, 1961.

Gerald Thomas Deal

Chow Chan

Jun 1467

No. Constanting

I. Iwong, M.D.

STATE OF THE

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STATE OF CALIFORNIA County of Los Angeles

On this 29th day of June, 1961, before me, Dwain Tarbet, a notar; public in and for the County of Los Angeles, State of California, personally appeared GERALD THOMAS DEAL, F. CHOW CHAN, LUN HONG QUAN, JOHN FRANCIS VARELA, T. Y. KWONG, M.D., GEORGE T. M. CHING and JOHN RAYMOND MacFADEN, known to me to be the persons whose names are subscribed to the within instrument, and acknowledged to me that they executed the same.

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

(Seel)

Notar Public in County and State

CERTIFICATE OF AMENDMENT OF ARTICLES

OF INCORPORATION

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CATHAY BANK OF LOS ANGELES

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Day Start

The undersigned, George T. M. Ching and John F. Varela, hereby do certify that they now are, and during all of the times mentioned herein have been, the president and secretary, respectively, of Cathay Bank of Los Angeles, a California corporation, and further, they do hereby certify as follows:

1. That at a special meeting of the Board of Directors held on the 11th day of March, 1915, at (1916) ek p.m. at 425 Gin Ling Way, in the City of Los Angeles, State of California, the said Board duly adopted the following resolution:

RESOLVED: That-for the purpose of effecting a stock split, the first paragraph of Article Four of the Articles of Incorporation of the Cathay Bank of Los Angeles, he, and it hereby is, amended to read as follows:

"This corporation is authorized to issue only one class of shares of stock, the total number of shares shall be 100,000; the aggregate par value of said shares shall be \$1,000,000.00; and the par value of each of said shares shall be \$10.00; in conformity with this Article, each of the shares heretofore issued by this corporation shall be split into two shares, each having a par value of \$10.00."

2. That at a regular meeting of the shareholders of the corporation held on the 15th day of March, 1965, at 3 o'clock p.m. at 425 Gin Ling Way, in the City of Los Angeles, State of California, the amendment to the Articles of

Incorporation was adopted, ratified and approved by a resolution identical in form to the directors' resolution hereinabove set forth.

- 3. That the number of shares voting in favor of the resolution was 15,617 shares.
- 4. That the number of shares entitled to vote on or consent to the amondment is 20,000 shares.

IN WITNESS WHEREOF, the undersigned have executed this Cartificate of Amendment this '5th lay of March, 1955.

George T. M. Ching (President)

This Varela (Secretary)

To age T. M. Ching and John F. Varma, the President and Secretary, respectively, if Cathay Bank of Les Angeles, a Celifornia corporation, each says:

I declare under penalty of perjury that the foregoing is true and correct of my own knowledge.

Executed on this 15th day of March, 1965, at Los Angeles, California.

George T. M. Ching (Presiden

John E. Varela

- 2 -

STATE OF CALIFORNIA

CITY AND COUNTY OF SAN FRANCISCO

STATE OF CALIFORNIA

STATE OF CALIFORNIA

STATE OF CALIFORNIA

I, JOHN A. O'KANE, Superintendent of Banks of the State of California, hereby approve the attached Certificate of Amendment of Articles of Incorporation of CATHAY HANK OF LOS ANGELES, a California corporation, wherein Article Four of said Articles is amended.

Said Certificate of Amendment amends Article Four of the Articles of Incorporation of said Corporation to provide for an authorized capital of one million dollars (\$1,000,000.00) consisting of one hundred thousand (100,000) shares at a par value of ten dollars (\$10.00) each.

Said Cortificate of Amendment was executed by the President and Secretary of CATHAY BANK OF LOS ANGELES on March 15, 1965, and was duly admowledged by said President and said Secretary on March 19, 1965.

Given under my hand and official seal thin f3r! day of March, 1965.

John AO'Kane JOHN A. O'KANE

Superintendent of Banks

AGG. PV CHGD. FROM: \$1,000,000.00 to \$2,000,000.00

FILED In the office of the Socretary of State of the State of California

APPROVED

JUL 23 1971

DONALD E. PEARSON Superintendent of Banks State of California By John H Shenura John H. Sherman Chief Deputy

CERTIFICATE OF ABBUDMENT OF ARTICLES OF INCORPORATION OF CATHAY BANK OF LOS ANGELES

_AUG 1 3 1971 EDMUND G. BROWN IT, Speciesary of State Deputy

GEORGE T. M. CHING and G. A. SCHNIEDERS certify:

- 1. That they are the President and the Secretary, respectively, of CATHAY BANK OF LOS ANGELES, a California corporation.
- 2. That at a meeting of the Board of Directors of said corporation, duly held at Los Angeles, California, on July 15, 1971, the following resolution was adopted:

RESOLVED: That the first paragraph of Article Four of the Articles of Incorporation of the Cathay Bank of Los Angeles be, and it hereby is, amended to read as follows:

"This Corporation is authorized to issue only one class of shares of stock, the total number of shares shall be 200,000; the aggregate par value of said shares shall be \$2,000,000.00; and the par value of each of said shares shall be \$10.00."

- 3. That at a meeting of the shareholders of said corporation, duly held at Los Angeles, California, on the 13th day of March, 1971, a resolution was adopted, which resolution is identical in form to the Directors' resolution set forth in paragraph 2 above.
- 4. That the number of shares which voted affirmatively for the adoption of said resolution is 80,387, and that the total number of shares entitled to vote on or consent to said amendment is 100,000 shares.

George T. M. Ching, President.

G. A. Schnleders, Secretary

Each of the undersigned declares under penalty of perjury

that the matters set forth in the foregoing certificate are true and correct. Executed at Los Angeles, California, on July 15th, 1971.

George T. M. Ching, President

G. A. Schnieders, Secretary.

APPROVED

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FILED
In the office of the Becretary of State

of the State of California

DEC 1 9 1972

DONALD E. PEARSON Superintendent of Banks State of California CERTIFICATE OF AMENDMENT
OF

ARTICLES OF INCORPORATION

CATHAY BANK OF LOS ANGELES

JAN 5 1973 EDMUND G. BROWN Jr., Secretary of State

Deputy

GEORGE T.M. CHING and G.A. SCHNIEDERS CERTIFY:

- 1. That they are the President and the Secretary, respectively, of CATHAY BANK OF LOS ANGELES, a California corporation.
- 2. That at a meeting of the Board of Directors of said corporation, duly held at Los Angeles, California on March 17, 1966, the following resolution was adopted:

RESOLVED: That Article Five of the Articles of Incorporation of the Cathay Bank of Los Angeles be, and it hereby is, amended to read as follows:

"The corporate powers of this corporation shall be vested in and conducted and controlled by a board of not less than ten (10), nor more than twelve (12) directors. Within these limits, the number of directors of this corporation may, from time to time, be fixed by a by-law or amendment thereto duly adopted by the shareholders or by the Board of Directors. The number of Directors of this corporation is presently fixed at ten (10). Each of the Directors of this corporation shall be a shareholder as required by the laws of the State of California."

- 3. That at a meeting of the shareholders of said corporation, duly held at Los Angeles, California, on the 21st day of March, 1966, a resolution was adopted, which resolution is identical in form to the Directors' resolution set forth in paragraph 2 above.
- 4. That the number of shares which voted affirmatively for the adoption of said resolution is 45,682 and that the total number of shares entitled to vote on or consent to said amendment is 60,550 shares.

George T.M. Ching, President

M & BUTCHELLE

Each of the undersigned declares under penalty of perjury that the matters set forth in the foregoing certificate are true and correct. Executed at Los Angeles, California on December 8, 1972.

George T.M. Ching, President

In my Colour

G.A. Schnieders, Secretary

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APPROVED

JUL 5 1973

DONALD E. PEARSON Superintendent of Banks

State of Colifornia

By John H Sherwan

CERTIFICATE OF AMENDMENT

OF

ARTICLES OF INCORPORATION

OF

CATHAY BANK OF LOS ANGELES

FILED In the office of the Secretary of State of the State of California

JUL 2 0 1973

EDMUND GOROWN In, Secretary of State benevered very Deputy

GEORGE T. M. CHING and G. A. SCHNIEDERS CERTIFY:

- 1. That they are the President and the Secretary, respectively, of CATHAY BANK OF LOS ANGELES, a California corporation.
- That at a meeting of the Board of Directors of said corporation, duly held at Los Angeles, California on March 15, 1973, the following resolution was adopted:

"RESOLVED, that the first paragraph of Article Four of the Articles of Incorporation is hereby amended to read in full as follows:

'FOUR: This corporation is authorized to issue only one class of shares of stock, the total number of which shall be 600,000. The aggregate par valu of all of said shares shall be \$3,000,000, and the par value of each such share shall be \$5. On the effective date of this Article as amended, each share of \$10 par value stock outstanding immediately prior to the effective date of this Article as amended is, by reason of the filing of this amendment by the Secretary of State of the State of California, split, converted, and reconstituted into two (2) shares of \$5 par value stock.'"

3. That the shareholders have adopted said amendment by written consent. That the wording of the amended Article, as set forth in the shareholders' written consent, is the same as that set forth in the directors' resolution in Paragraph 2 above.

4. That the number of shares represented by written consent is 74,036. That the total number of shares entitled to vote on or consent to the amendment is 100,000 shares.

George T. M. Ching, President

G. A. Schnieders, Secretary

Each of the undersigned declares under penalty of perjury that the matters set forth in the foregoing certificate are true and correct. Executed at Los Angeles, California on June 27, 1973.

George T. M. Ching, President

G. A. Schnieders, Secretary

name chg. to: CATHAY BANK

419088

A248535

ENDORSED APPROVED

MAY 13 1982

Richard M. Dominguez

Superintendent of Banks State of California AMENDED AND RESTATED
ARTICLES OF INCORPORATION

CATHAY BANK OF LOS ANGELES

In the office of the Secretary of Section of the State of Collegenia

MAY 1 8 1982

MARSH FONG EU, Storotory of Sight

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Council

George T. M. Ching and Wilbur K. Woo certify that:

- They are the duly elected and acting president and secretary, respectively, of said corporation.
- 2. The Articles of Incorporation of said corporation shall be amended and restated to read in full as follows:

AMENDED AND RESTATED
ARTICLES OF INCORPORATION
OF
CATHY BANK

I

The name of the corporation is CATHAY BANK.

II

The purpose of this corporation is to engage in commercial banking business and any lawful activities which are not, by applicable laws or regulations, prohibited to a commercial bank.

III

This corporation is authorized to issue only one class of shares of stock, the total number of which shall be 5,000,000.

The shares of capital stock of the corporation shall be subject to assessment by the Board of Directors upon order of the Superintendent of Banks of the State of California for the purpose of correcting an impairment of contributed capital in the manner provided by the Banking Law of California.

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Any of the following actions shall require the prior approval (by vote or written consent) of the shareholders entitled to exercise not less than two-thirds (2/3) of the voting power of this corporation, notwithstanding that applicable law would otherwise permit such actions with approval of a lesser percent:

- (1) The sale, lease, conveyance, exchange, transfer or other disposition of all of or substantially all of the assets of the corporation (unless the percent required for approval may not be increased by reason of the provisions of the California Corporations Code); or
- (2) A reorganization of the corporation as that term is defined in the California Corporations Code.

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This corporation hereby elects to be governed by all of the provisions of the California General Corporation Law as in effect on and after January 1, 1977 not otherwise applicable to it.

- 3. The foregoing amendment has been approved by the Board of Directors of said corporation.
- 4. The foregoing amendment has been approved by the required vote of the shareholders of said corporation in accordance with Section 902 of the California General Corporation Law; the total number of outstanding shares entitled to vote with respect to the foregoing amendment was 483,866 capital shares; and the number of shares voting in favor of

kanalinaan isku paarangis and parahgamban dikanii maga isti manarang kalina naga masalim isku mili salih menalih m

the foregoing amendment equalled or exceeded the vote required, such required vote being a majority of the outstanding shares of capital stock.

IN WITNESS WHEREOF, the undersigned have executed this Certificate on April 27, 1982.

George T. M. Ching, President

Wilbur K. Woo! Secretary

Each of the undersigned declares under penalty of perjury that the matters set forth in the foregoing Certificate are true of his own knowledge. Executed at Los Angeles, California on April 27, 1982.

George T. M. Ching

Wilbur K. Woo

APPROVED

JUL 19 1983

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A268695

FILED

in the office of the Secretary of State of the State of California

JUL 29 1983

MAHCH FUNG EU, Speciatary of State

Deputy

LOUIS CARTER Superintendent of Banks

State of California VV

Coursel

OF_CATHAY BANK

CERTIFICATE OF AMENDMENT OF

ARTICLES OF INCORPORATION

George T. M. Ching and Kenneth Stangl certify that:

- They are the duly elected and acting president and chief financial officers respectively, of said corporation.
- The Articles of Incorporation of said corporation shall be amended by revising Article III to read as follows:

"III

This corporation is authorized to issue only one class of shares of stock. The total number of shares which this corporation is authorized to issue is 5,000,000.

The shares of capital stock of the corporation shall be subject to assessment by the board of directors upon order of the Superintendent of Banks of the State of California for the purpose of correcting an impairment of contributed capital in the manner promised by the banking law of California,

Upon the amendment of this article to read as hereinabove set forth, each share of common stock outstanding

shall be split into five (5) shares of common stock as of such date."

The foregoing amendment has been approved by the board of directors of said corporation.

4. The foregoing amendemnt is one which may be adopted with the approval of the board of directors alone because the corporation has but one class of shares of stock and the amendment does no more than effect a stock split as permitted by Section 902(c) of the California General Corporation Law.

In witness whereof, the undersigned who executed this certificate on July $\underline{6th}$, 1983.

GEORGE T. M. CHING

1

KENNETH STANGL

Each of the undersigned declares under penalty of perjury that the matters set forth in the foregoing certificate are true of his own knowledge.

Executed at Los Angeles , California on July 6th , 1983.

GEORGE T. M. CHING

KENNETH STANGL

ENDORSED APPROVED

FILED

in the effice of the Secretary of State

OCT 22 1986

JOUIS CARTER superintendent of Banks State of California

419088

OCT 27 1986

Dunson Cheng and Wilbur Woo certify that:

- 1. They are the duly elected President and Secretary, respectively, of said corporation.
- 2. The Articles of Incorporation of said corporation shall be amended by revising Article III to read as follows:

TII

This corporation is authorized to issue only one class of shares of stock. The total number of shares which this corporation is authorized to issue is 10,000,000.

The shares of capital stock of the corporation shall be subject to assessment by the board of directors upon order of the Superintendent of Banks of the State of California for the purpose of correcting an impairment of contributed capital in the manner provided by the banking law of California."

- The foregoing amendment has been approved by the Board of Directors of said corporation.
- The foregoing amendment has been approved by the required vote of the shareholders of said corporation in accordance with Section 902 of the California General Corpora-The total number of outstanding shares entitled to vote with respect to the foregoing amendment was 2,693,189 The number of shares voting in favor of the capital charco. foregoing amendment equalled or exceeded the vote required;

such required vote being a majority of the outstanding shares of capital stock.

IN WITHESS WEEREOF, the undersigned have executed this Certificate on October 14, 1986.

Dunson Chang

WILDUF VCO

Each of the undersigned declares under penalty of perjury under the laws of the State of California that the matters set forth in the foregoing Certificate are true of his own knowledge. Executed at Los Angeles, California on October 14, 1986.

Dunson Cheng

William Woo

A351161

FILED
In the affice of the Secretary of State
of the State of California

MAY 2 3 1988

APPROYED

MAY 1 7 1988

HOWARD GOULD

CERTIFICATE OF AMENDMENT OF ARTICLES OF INCORPORATION OF CATHAY BANK MARCH FONG EU, Secretary of State

Superintendent of Banks State of California By

Dunson Cheng and Wilbur Woo certify that:

Thomas M. Loughvan 1. They are the duly elected President and Secretary, Counsel respectively, of said corporation.

- 2. The Articles of Incorporation of said corporation shall be amended as follows:
 - a. By revising Article III to read as follows:

This corporation is authorized to issue only one class of shares of stock designated as "Common Stock."

The total number of shares which this corporation is authorized to issue is 20,000,000.

"III

The shares of capital stock of the corporation shall be subject to assessment by the board of directors upon order of the Superintendent of Banks of the State of California for the purpose of correcting an impairment of contributed capital in the manner provided by the banking law of California."

b. To add the following as Articles VI and VII:

"VI

The liability of the directors of the corporation for monetary damages shall be eliminated to the fullest extent permissible under California law.

VII

The corporation is authorized to provide indemnification of agents (as defined in Section 317 of the Corporations Code) for breach of duty to the corporation and its stockholders through bylaw provisions or through agreements with the agents, or both, in excess of the indemnification otherwise permitted by Section 317 of the Corporations Code, subject to the limits on such excess indemnification set forth in Section 204 of the Corporations Code."

- 3. The foregoing amendment has been approved by the Board of Directors of said corporation.
- 4. The foregoing amendment has been approved by the required vote of the shareholders of said corporation in accordance with Section 902 of the California General Corporation Law. The total number of outstanding shares entitled to vote with respect to the foregoing amendment was 3,236,958 capital shares. The number of shares voting in favor of the foregoing amendment equalled or exceeded the vote required; such required vote being a majority of the outstanding shares of capital stock.

IN WITNESS WHEREOF, the undersigned have executed this Certificate on April 20, 1988.

Dunson/Cheng

Wilbur Woo

Each of the undersigned declares under penalty of penjury under the laws of the State of California that the matters set forth in the foregoing Certificate are true of his own knowledge. Executed at Los Angeles, California on April 20, 1988.

unsch Cheng

Wilbur Woo

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In the office of the Secretary of Store
of the Store of California

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DEC 10 1990

AGREEMENT OF REORGANIZATION AND MERGEARCH FONG EU, Secretary of State

This Agreement of Reorganization and Merger (the "Agreement") is dated as of May 21, 1990 and is made among Cathay Bank, a California bank (the "Bank"), Cathay Bancorp, Inc., a Delaware corporation ("Bancorp") and Cathay Bancorp Subsidiary, Inc., a California corporation ("Bancorp Subsidiary").

KECITALS

- A. The Bank is a commercial bank organized under the laws of the State of California, with its principal office at 777 North Broadway, Los Angeles, California 90012. The Bank was incorporated in 1961. As of the date hereof, the authorized capital stock of the Bank consists of 20,000,000 shares of common stock, no par value ("Bank Stock"), of which 6,052,531 shares are issued and outstanding. It is anticipated that, on the Effective Date (as defined below), the Bank will have no more than 7,000,000 shares of Bank Stock outstanding.
- B. Bancorp is a corporation organized under the laws of the State of Delaware, with its principal office at 777 North Broadway, Los Angeles, California 90012. Bancorp was incorporated on March 1, 1990. As of the date hereof, the authorized capital stock of Bancorp consists of 25,000,000 shares of common stock, \$.01 par value ("Bancorp Common Stock"), none of which has been issued or is outstanding, and 10,000,000 shares of preferred stock, \$.01 par value ("Bancorp Preferred Stock"), none of which has been issued or is outstanding.
- C. Bancorp Subsidiary is a corporation organized under the laws of the State of California, with its principal office at 777 North Broadway, Los Angeles, California 90012. Bancorp Subsidiary was incorporated on May 18, 1990. As of the date hereof, the authorized capital stock of Bancorp Subsidiary consists of 20,000,000 shares of common stock, no par value ("Bancorp Subsidiary Stock"), of which there are 100 shares issued and outstanding. All of the outstanding shares of Bancorp Subsidiary Stock are held by Bancorp.
- D. The Board of Directors of the Bank has determined that it is in the best interest of the Bank and its shareholders for the Bank to be reorganized as a wholly-owned subsidiary of a Delaware holding company. Accordingly, the Bank has caused Bancorp to be organized for the purpose of becoming the holding company of the Bank. It is intended that the reorganization be accomplished by merging Bancorp Subsidiary into the Bank, so that as part of the merger (a) all of the outstanding shares of Bank Stock will be automatically converted into and become rights to receive shares of Bancorp Common Stock, and (b) Bancorp will become sole shareholder of the Bank.
- E. The parties intend by this Agreement to set forth the terms and conditions of a "reorganization" under Sections 368(a)(1)(A) and 368(a)(2)(E) of the Internal Revenue Code of 1986.

AGREEMENT

NOW, THEREFORE, the parties he eto, intending to be legally bound hereby, agree as follows:

ARTICLE I

Merger of Bancorp Subsidiary into Bank and Related Matters

- 1.1 General. On the Effective Date, Bancorp Subsidiary and the Bank shall be merged, with Bancorp Subsidiary as the disappearing corporation and the Bank as the surviving corporation (the "Surviving Corporation") and a subsidiary of Bancorp. Following the Effective Date, the name of the Surviving Corporation shall continue to be "Cathay Bank."
- 1.2 Effective Date. The merger of Bancorp Subsidiary into the Bank (the "Merger") shall become effective at the close of business on the day on which an executed original of this Agreement shall have been filed with the California Secretary of State in accordance with Section 1103 of the California General Corporation Law (the "Effective Date").
- 1.3 Governing Documents. On the Effective Date, (i) the Surviving Corporation's Articles of Incorporation shall be and remain the Articles of Incorporation of the Bank as in effect immediately prior to the Effective Date; (ii) the Surviving Corporation's Bylaws shall be and remain the Bylaws of the Bank as in effect immediately prior to the Effective Date; (iii) the Surviving Corporation's certificate of authority issued by the California Superintendent of Banks shall be the certificate of authority of the Bank as in effect immediately prior to the Effective Date; and (iv) the Surviving Corporation's deposit insurance coverage by the Federal Deposit Insurance Corporation (the "FDIC") shall be and remain the deposit insurance coverage of the Bank by the FDIC as in effect immediately prior to the Effective Date.
- 1.4 Management. On the Effective Date, the directors and officers of the Surviving Corporation shall be the directors and officers of the Bank immediately prior to the Effective Date. Directors of the Surviving Corporatior shall serve until the next annual meeting of shareholders of the Surviving Corporation or until such time as their successors are elected and have qualified.

1.5 Effect of Merger. On the Effective Date:

- (a) the separate existence of Bancorp Subsidiary shall cease, and all assets and property (real, personal and mixed, tangible and intangible, choses in action, rights and credits) then owned by Bancorp Subsidiary, or which would inure to it, shall immediately and automatically, by operation of law and without any conveyance, transfer or further action, become the property of the Surviving Corporation, and the Surviving Corporation shall succeed to all debts, liabilities and obligations of Bancorp Subsidiary.
- (b) the existence of the Bank as the Surviving Corporation shall continue unaffected and unimpaired by the Merger, with all the rights, privileges, immunities and powers and subject to all the duties and liabilities of a California bank organized under California law.

(c) and thereafter, and subject to the actions of the Board of Directors of the Bank, the business presently conducted by the Bank (whether directly or through its subsidiaries) will continue to be conducted by the Surviving Corporation, as a wholly-owned subsidiary of Bancorp. The home office and branch offices of the Surviving Corporation in existence immediately prior to the Effective Date shall continue to be the home office and branch offices, respectively, of the Surviving Corporation from and after the Effective Date.

ARTICLEII

Conversion of Stock

- 2.1 The manner and basis of converting the common stock of the parties of this Agreement shall be as follows:
 - (a) On the Effective Date, each share of Bank Stock issued and outstanding immediately prior to the Effective Date ("Old Bank Stock") shall, by virtue of the Merger and without any action on the part of the holder thereof, be converted into and become a right to receive one fully paid and nonassessable share of Bancorp Common Stock. From and after the Effective Date, each certificate which, prior to the Effective Date, represented shares of Old Bank Stock shall represent the right to receive an equal number of shares of Bancorp Common Stock on the basis hereinbefore set forth.
 - (b) On the Effective Date, each share of Bancorp Subsidiary Stock issued and outstanding immediately prior to the Effective Date shall, by virtue of the Merger and without any action on the part of the holder thereof, be converted into and become one fully paid and nonassessable share of Bank Stock ("New Bank Stock"), and shall not be further converted into shares of Bancorp, so that from and after the Effective Date, all of the issued and outstanding shares of New Bank Stock shall be held by Bancorp. From and after the Effective Date, each certificate (if any) which, prior to the Effective Date, represented shares of Bancorp Subsidiary shall represent an equal number of shares of New Bank Stock on the basis hereinabove set forth.
 - (c) All shares of Bancorp Common Stock to be issued pursuant to this Article II upon exchange of certificates formerly representing Old Bank Stock shall be deemed to have been issued in full satisfaction of all rights pertaining to shares of Old Bank Stock.
 - (d) On the Effective Date, the holders of certificates formerly representing shares of Old Bank Stock outstanding on the Effective Date shall cease to have any rights with respect to Old Bank Stock, and their sole rights shall be to receive shares of Bancorp Common Stock on the basis set forth herein.
- 2.2 Preferred Stock. Neither the conversion of capital stock provided for in this Article II nor any other provision contained in this Agreement shall create any right on behalf of any person to acquire shares of the Bancorp Preferred Stock or any interest therein.

ARTICLE III

Conditions Procedent

The Agreement and the Merger shall not become effective unless all of the following shall have first occurred:

- 3.1 The Agreement shall have been approved by the Boards of Directors of each of the Bank, Bancorp and Bancorp Subsidiary, as required by law.
- 3.2 The Agreement shall have been approved by the shareholders of the Bank, Bancorp and Bancorp Subsidiary, as required by law.
- 3.3 An application for approval to acquire control of the Bank by Bancorp required by Sections 701 and 702 of the California Banking Law, together with a copy of this Agreement, shall have been received by the Superintendent of Banks, and the Superintendent of Banks shall have approved such acquisition and this Agreement.
- 3.4 Any approvals required by the Board of Governors of the Federal Reserve System or the FDIC, as the case may be, shall have been received and any waiting periods imposed by applicable law shall have expired.
- 3.5 The Bancorp Common Stock shall have been qualified for quotation on the NASDAQ National Market System.
- 3.6 The Bank shall have received a favorable opinion from its counsel, satisfactory in form and substance to the Bank, with respect to the federal income tax consequences of the Agreement and the transactions contemplated hereby.
- 3.7 The shares of Bancorp Common Stock to be issued to the holders of Old Bank Stock pursuant to the Agreement shall have been registered or qualified for such issuance to the extent required under the Securities Act of 1933, as amended, and all applicable state securities laws.
- 3.8 The Bank, Bancorp and Bancorp Subsidiary shall have obtained all other consents, permissions and approvals and taken all actions required by law or agreement, or deemed necessary by any of them, prior to the consummation of the Merger.

ARTICLE IV

Termination

- 4.1 This Agreement may be terminated, and the Merger need not be consummated, at the election of any party hereto at any time before the Effective Date in the event that:
 - (a) Any action, suit, proceeding or claim relating to this Agreement has been instituted, made or threatened, if such action, suit or proceeding makes consummation of the transactions contemplated by this Agreement inadvisable in the opinion of the Board of Directors of the Bank, Bancorp or Bank Subsidiary; or

(b) For any other reason consummation of the transactions contemplated by the Agreement is inadvisable in the opinion of the Board of Directors of the Bank, Bancorp or Bank Subsidiary.

Such termination shall occur upon written notice by the terminating party to the other parties, and shall be authorized or approved by the Board of Directors of the party giving notice. Upon the giving of such notice, the Agreement shall be terminated and there shall be no liability hereunder or on account of such termination on the part of the Boak, Bancarp, Boak Subsidiary or the directors, officers, employees, agents or abancholders of any of them. In the event of abandonment of the Agreement, the Boak shall pay the face and expenses incurred in connection with the Agreement and the proposed holding company formation.

ARTICLEV

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- 5.1 Amendment of Plan. The Agreement may be amended or modified in writing at any time by mutual agreement of the Boards of Directors of Bancorp, the Bank and Bank Subsidiary, except that before the consummation of the Merger this Agreement may not be amended or modified in any material manner without the affirmative vote of the holders of a two-thirds' majority of the shares of Bank Common Stock.
- 5.2 Employee Benefit Plans. Upon consummation of the Merger as contemplated by this Agreement, the Bank's existing Employee Stock Ownership Plan and Trust (the "ESOPT") shall, by operation of law, become the ESOPT of Bancorp. On or after the Effective Date, the parties hereto shall amend the ESOPT to (i) make the ESOPT available to eligible officers and employees of both Bancorp and the Bank, as selected pursuant to the ESOPT, (ii) cause all references to Bank Stock in the ESOPT to be changed to references to Bancorp Common Stock and (iii) make such other changes as are necessary or appropriate to reflect the consummation of the Merger. All other employee benefit plans of the Bank shall be unaffected by the Merger, except that on or after the Effective Date the parties hereto shall cause any such plan containing any reference to Bank Stock to be amended so that such reference is to Bancorp Common Stock.
- 5.3 Dividend Reinvestment Plan. Upon consummation of the Merger as contemplated by this Agreement, the Bank's existing Dividend Reinvestment Plan shall be terminated and be replaced by Bancorp's Dividend Reinvestment Plan.

- 5.4 Governing Law. The Agreement shall be governed by and construed in accordance with the laws of the State of California.
- 5.5 Countemparts. The Agreement may be executed in multiple 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 instrument. In making proof of the Agreement, it shall not be necessary to produce or account for more than one such counterpart.

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

CATHAK HANK

By:

Inson K. Cheng

n h

Wilbur K. Woo

Secretary

CATHAK BANOPEP, INC.

Bv:

Denson K. Cheng

President

By:

Wilbur K. Woo

Secretary

CATHAY BANCORP SUBSIDIARY, INC.

By:

Dunson K. Cheng

President

By:

Wilbur K. Woo

Secretary

OFFICERS' CERTIFICATE OF CATHAY BANK a California corporation

Dunson K. Cheng and Wilbur K. Woo certify that:

- 1. They are the President and the Secretary, respectively, of Cathay Bank, a California corporation (the "Corporation").
- 2. The Corporation has only one class of shares, and the total number of outstanding shares is 6,148,412.
- 3. The Agreement of Reorganization and Merger in the form attached to this Certificate was duly approved by the Corporation by the vote of 4,747,277 shares of common stock of the Corporation, which equaled or exceeded the vote required, the vote required being a majority of the outstanding shares of common stock of the Corporation, or greater than 50%.

We further declare under penalty of perjury under the laws of the State of California that the matters set forth in this Certificate are true and correct of our own knowledge.

Date: December 6, 1990

Secretary

Dunson Presiden

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OFFICERS' CERTIFICATE OF CATHAY BANCORP SUBSIDIARY, INC. a California corporation

Dunson K. Cheng and Wilbur K. Woo certify that:

- 1. They are the President and the Secretary, respectively, of Cathay Bancorp Subsidiary, a California corporation (the "Corporation").
- 2. The Corporation has only one class of shares and the total number of outstanding shares is 100.
- 3. The Agreement of Reorganization and Merger in the form attached to this Certificate was duly approved by the Corporation by the vote of 100 shares of common stock of the Corporation, which equaled or exceeded the vote required, the vote required being a majority of the outstanding shares of the Corporation, or greater than 50%.
- 4. Equity securities of the Corporation's parent corporation, Cathay Bancorp, Inc., a corporation organized under the laws of the State of Delaware, are to be issued pursuant to the Agreement of Reorganization and Merger, and no vote of the shareholders of the parent corporation was required.

We further declare under penalty of perjury under the laws of the State of California that the matters set forth in this Certificate are true and correct of our own knowledge.

Date: December 6, 1990

Dunsde K. Cheng President

A E COACCUEC

Wilbur K. Woo

Secretary

OFFICERS' CERTIFICATE OF CATHAY BANCORP, INC. a Delaware corporation

Dunson K. Cheng and Wilbur K. Woo certify that:

- 1. They are the President and the Secretary, respectively, of Cathay Bancorp, Inc., a Deleware corporation (the "Corporation").
- 2. The Agreement of Reorganization and Merger in the form attached to this Certificate was duly approved on behalf of the Corporation by its board of directors.
- 3. No shares have been assued.

We further declare under penalty of perjury under the laws of the State of California that the matters set forth in this Certificate are true and correct of our own knowledge.

Date: December 6, 1990

Dunsdi K. Cheng President

Wilbur K. Woo

Secretary

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APPROVED
(November 13, 1996
(CORRAD W. HEWITT
Superintendent of Banks
State of California

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MERGER AGREEMENT

KENNETH SAYRE-PETERSON

Conech Sound-K

Senior Counsel

THIS IS A MERGER AGREEMENT (this "Merger Agreement") dated as of November 12, 1996 by and among CATHAY BANCORP, INC., a Delaware corporation ("Bancorp"), CATHAY BANK, a California state banking corporation ("CB"), with its principal place of business at 777 North Broadway, Los Angeles, California 90012, and FIRST PUBLIC SAVINGS BANK, F.S.B., a United States federal stock savings bank ("FPSB"), with its principal place of business at 977 North Broadway, Los Angeles, California 90012.

RECITALS

WHEREAS, Bancorp, CB and FPSB have entered into an Agreement and Plan of Merger (the "Agreement"), dated as of May 30, 1996, providing for the merger of FPSB into CB on the terms and conditions provided in the Agreement and this Merger Agreement and in accordance with Sections 4880 through 4891 of the California Financial Code and 12 C.F.R. Sections 303.3, 552.13 and 563.22 (the "Merger");

WHEREAS, FPSB has authorized capital stock of 10,000,000 shares of common stock, \$1.00 par value per share ("FPSB Stock"), of which at the date hereof 4,000,000 shares are outstanding; and

WHEREAS, CB has authorized capital stock of 20,000,000 shares of common stock, no par value per share, of which on October 31, 1996, 6,149,173 shares were outstanding;

WHEREAS, Bancorp has authorized capital stock of 25,000,000 shares of common stock, \$0.01 par value per share ("Bancorp Stock"), of which on October 31, 1996, 7,970,826 shares were outstanding, and 10,000,000 shares of preferred stock, \$0.01 par value per share, of which at the date hereof no shares are outstanding; and

WHEREAS, the directors, or a majority of them, of each constituent entity, respectively, deem it advisable and in the best interests of the respective constituent banks and their respective shareholders or shareholder that the Merger be so consummated.

NOW, THEREFORE, Bancorp, CB and FPSB, in consideration of the premises and of the mutual covenants and agreements contained therein and herein and of the benefits to accrue to them, hereby agree that the constituent banks be merged into a single bank which shall be CB and hereby agree, prescribe and set forth (among other provisions) the terms and conditions of the Merger, the mode of carrying the same into effect and the manner and basis of converting the shares of each constituent bank as follows:

ARTICLE I

MERGER

- 1.1 FPSB shall be merged into CB in accordance with the applicable provisions of Sections 4880 through 4891 of the California Financial Code and 12 C.F.R. Sections 552.13 and 563.22 upon the filing of this Merger Agreement with the Superintendent, after approval by the California State Superintendent of Banks (the "Superintendent") and certification by the California Secretary of State. The Merger shall be effective, subject to the completion of the above filings, at 12:01 AM, MONDAY, NOVEMBER 18, 1996 (the "Effective Time"). At the Effective Time, the separate existence of FPSB shall cease except to the extent provided by law in the case of a corporation after its merger into another corporation and CB shall continue under the laws of California as the surviving bank (the "surviving bank").
 - 1.2 The name of the surviving bank shall be "Cathay Bank."
- 1.3 The home office of the surviving bank shall be 777 North Broadway, Los Angeles, California 90012.
- 1.4 There shall be no change in the basis upon which savings accounts are issued by the surviving bank.

ARTICLE II

ARTICLES OF INCORPORATION AND BYLAWS OF SURVIVING BANK

- 2.1 The Articles of Incorporation of CB as in effect immediately before the Effective Time shall continue in full force and effect as the Articles of Incorporation of the surviving bank until thereafter duly amended.
- 2.2 The Bylaws of CB as in effect immediately before the Effective Time shall continue in full force and effect as the Bylaws of the surviving bank until thereafter duly amended.

ARTICLE III

BOARD OF DIRECTORS AND OFFICERS OF SURVIVING BANK

- 3.1 All directors of CB serving immediately before the Effective Time shall continue to serve for the terms to which they were elected before the Effective Time.
- 3.2 All officers of CB serving immediately before the Effective Time shall continue to serve for the terms to which they were elected before the Effective Time.

ARTICLE IV

MANNER OF CONVERTING SHARES OF STOCK OF CONSTITUENT BANKS

4.1 Consideration.

- (a) Right to Receive Cash. As of the Effective Time, each share of FPSB Stock that the holder thereof has elected to be converted into the right to receive cash and that is outstanding immediately before the Effective Time shall, by virtue of the Merger and without any action on the part of the holder hereof, be converted into the right to receive \$7.90, subject to Section 4.1(c).
- (b) Right to Receive Bancorp Stock. As of the Effective Time, each share of PPSB Stock that the holder thereof has elected to be converted into the right to receive Bancorp Stock and that is outstanding immediately before the Effective Time shall, by virtue of the Merger and without any action on the part of the holder thereof, be converted into the right to receive 0.44405392 share of Bancorp Stock, subject to Section 4.1(c).
- (c) Allocation. If the total number of shares of Bancorp Stock that would be issued in the Merger upon conversion of FPSB Stock, for which holders thereof have elected to receive Bancorp Stock, is more than 905,870 shares of Bancorp Stock, then those shares of Bancorp Stock shall be allocated according to the procedures in the Agreement (with the balance paid in cash). If the total amount of cash that would be paid in the Merger upon conversion of FPSB Stock, for which holders thereof have elected to receive cash, is more than \$15,484,000, then that cash shall be allocated according to the procedures in the Agreement (with the balance paid in Bancorp Stock).
- (d) Each holder of shares of FPSB Stock issued and outstanding at the Hffective Time also shall receive, upon surrender of the certificate or certificates representing such shares, cash in lieu of any fractional shares of Bancorp Stock to which such holder

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would otherwise be entitled. Bancorp shall not be obligated to deliver the consideration to which any former holder of FPSB Stock is entitled as a result of the Merger until such holder surrenders that holder's certificate or certificates representing shares of FPSB Stock for exchange as provided in this Section 4.1.

4.2 A "Dissenter" is a Shareholder who is entitled to dissent from corporate action under 12 C.F.R. Section 552.14 and who exercises that right when and in the manner required by that regulation. Each outstanding share of FPSB Stock that is held by a Dissenter (a "Dissenting Share") shall be converted into the right to receive payment pursuant to 12 C.F.R. Section 552.14.

ARTICLE V

SUBMISSION TO SHAREHOLDERS AND EFFECTIVENESS

- 5.1 This Merger Agreement shall be submitted for consideration and vote by the shareholders of each constituent bank as required by the California Financial Code and the regulations of the OTS. If adopted by the requisite votes of the shareholders of each constituent bank, this Merger Agreement shall be delivered to the Superintendent, the California Secretary of State and the OTS for filing. The officers of the constituent bank shall execute all such other documents and shall take all such other actions as may be necessary to effect the Merger in accordance with this Merger Agreement.
- 5.2 A notice shall have been filed with 3 1000 pursuant to 12 C.F.R. Section 563.22(b) before the Effective Time.

ARTICLE VI

TRANSFER OF ASSETS AND LIABILITIES

6.1 Upon and after the Effective Time, the surviving bank shall possess all the rights, privileges, powers and franchises, of a public as well as of a private nature, and be subject to all the restrictions, disabilities and duties, of the constituent banks; and all the rights, privileges powers and franchises of the constituent banks, and all property, real, personal and mixed, and all debts due to either constituent bank on whatever account, as well for stock subscriptions as all other things in action or belonging to each constituent bank shall be vested in the surviving bank; and all property, rights, privileges, powers and franchises, and all and every other interest, shall be thereafter as effectually the property of the surviving bank as they were constituent banks, and the title to any real estate vested by deed or otherwise in either constituent bank shall not revert or be in any way impaired by

reason of the Merger; but all rights of creditors and all liens upon any property of either constituent bank shall be preserved unimpaired, and all debts, liabilities and duties of the constituent banks shall thenceforth attach to the surviving bank, and may be enforced against it to the same extent as if said debts, liabilities and duties had been incurred or contracted by it.

6.2 If at any time after the Effective Time the surviving bank shall consider or be advised that any further deeds, assignments or assurances in law or any other things are necessary, desirable or proper to vest, perfect or confirm, of record or otherwise, in the surviving bank, the title to any property or rights of the constituent banks acquired or to be acquired by reason of, or as a result of, the Merger, the constituent banks agree that the surviving bank and its proper officers and directors shall execute and deliver all such property, deeds, assignments and assurances in law and do all things necessary, desirable or proper to vest, perfect or confirm title to such property or rights in the surviving bank and otherwise to carry out the purposes of this Merger Agreement, and that the proper officers and directors of the constituent banks and the proper officers and directors of the surviving bank are fully authorized in the name of the constituent banks or otherwise to take any and all such action.

ARTICLE VII

TERMINATION OF AGREEMENT AND ABANDONMENT OF MERGER

- 7.1 This Merger Agreement and the Merger contemplated hereby may be terminated and abandoned, as provided in the Agreement, at any time before this Merger Agreement has been filed as provided herein, whether before or after approval of this Merger Agreement by the shareholders of FPSB or CB, or both of them, and shall automatically terminate without further action by either of the parties hereto if the Agreement is terminated in accordance with its terms.
- 7.2 At any time before the filing of this Merger Agreement as provided herein, the parties hereto may, by written agreement approved by their Boards of Directors, and with any required shareholder approval, (i) extend the time for the performance of any of the obligations or other acts of the parties hereto, (ii) waive compliance with any of the conditions, covenants or agreements contained in this Merger Agreement or (iii) amend or modify any of the provisions of this Merger Agreement.
- 7.3 If for any reason this Merger Agreement ceases to be binding upon the constituent banks because of termination as provided herein or otherwise, it shall thereafter be void without further action by the shareholders of either constituent bank.

ARTICLE VIII

MISCELLANEOUS

- 8.1 This Merger Agreement may be executed in several counterparts, each of which shall be deemed an original, but all of which counterparts collectively shall constitute one instrument representing the Merger Agreement.
- 8.2 Except as otherwise provided in this Merger Agreement, nothing herein expressed or implied is intended, or shall be construed, to confer upon or give any person, firm or bank, other than the constituent banks and their respective security holders and their successors and assigns, any rights or remedies under or by reason of this Merger Agreement.
- 8.3 This Merger Agreement and the legal relations between the parties shall be governed by and construed in accordance with the internal laws of the State of California without taking into account provisions regarding choice of law, except to the extent certain matters may be governed as a matter of law by the law of the State of Delaware (as the state of incorporation of Bancorp).

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IN WITNESS WHEREOF, Bancorp, CB and FPSB have caused this Merger Agreement to be signed as of the date first above written.

CATHAY BANCORP,, INC.

By:

Dunson K. Cheng

President and Chairman of the Board of Directors

By:

Authory M.

Assistant Secretary

FIRST PUBLIC SAVINGS BANK, F.S.B.

By:

Jack C. Lee Chairman of the Board of Directors

By:

Assistant Secretary

CATHAY BANK

By:

Dunson K. Cheng

President and Chairman of the

Board of Directors

Ey:

Anthony M. Tang

Assistant Secretary

CERTIFICATE OF APPROVAL OF MERGER AGREEMENT

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The undersigned hereby certify that:

- 1. They are the President and Chairman of the Board of Directors, and the Assistant Secretary, respectively, of Cathay Bank, a California state banking corporation (the "Bank").
- 2. The total number of outstanding shares of the Bank entitled to vote with respect to the attached Merger Agreement was six million, one hundred forty-nine thousand, one hundred seventy-three (6,149,173) shares of Common Stock.
- 3. The Merger Agreement in the form attached was duly approved by the Board of Directors of the Bank and by the unanimous written consent of shares of Common Stock which equalled or exceeded the vote required.
- 4. The required vote was a majority of the outstanding shares of Common Stock.
- 5. No approval of the shareholders of the parent corporation of the Bark is required to approve the Merger Agreement.

We further declare under penalty of perjury under the laws of the State of California that the matters set forth in this Certificate are true and correct of our own knowledge.

DATED:

November 12, 1996.

President and Chairman

of the Board of Directors

Anthony M. Tang

Assistant Secretary

CERTIFICATE OF APPROVAL OF MERGER AGREEMENT

The undersigned hereby certify that:

- 1. They are the Chairman of the Board of Director and Assistant Secretary, respectively, of First Public Savings Bank, F.S.B., and Assistant Secretary, respectively, of First Public Savings Bank, F.S.B., and Assistant Secretary, respectively, of First Public Savings Bank, F.S.B., and Assistant Secretary, respectively, of First Public Savings Bank, F.S.B., and Assistant Secretary, respectively, of First Public Savings Bank, F.S.B., and Assistant Secretary, respectively, of First Public Savings Bank, F.S.B., and Assistant Secretary, respectively, of First Public Savings Bank, F.S.B., and Assistant Secretary, respectively, of First Public Savings Bank, F.S.B., and Bank, F.
- 2. The number of outstanding shares of FPSB entitled to vote with respect to the attached Merger Agreement was four million (4,000,000) shares of Common Stock.
- 3. The Merger Agreement in the form attached was duly approved by the Board of Directors of FPSB and by the vote of the shares of Common Stock of FPSB, which vote equalled or exceeded the vote required.
- 4. The percentage vote required is two-thirds of the outstanding shares or at least two million, six hundred sixty-six thousand, six hundred sixty seven (2,666,667) shares of Common Stock.

We further declare under penalty of perjury under the laws of the State of California that the matters set forth in this Certificate are true and correct of our own knowledge.

DATED: November 12, 1996.

Jack C. Lee

Chairman of the Board of Directors

Poy F. Wong

Assistant Secretary

STATE BANKING DEPARTMENTIVE U BO1 K STREET, SUITE 2124 JACRAMENTO, CAL SACRAMENTO, CA 95814 SECRETARY OF STATE (916) 323-7016

THE REPORT OF THE PERSON NAMED IN

FAX (916) 324-2011

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November 19, 1996

The Honorable Bill Jones Secretary of State 1500 11th Street Sacramento, CA 91814

Cathav Bank -- Merger of First Public Savings Bank, F.S.B. Firm

With and Into Cathay Bank

Dear Mr. Jones:

This is in reference to the merger of First Public Savings Bank, F.S.B., and Cathay Bank.

On November 13, 1996, in accordance with Financial Code Section 4887, the Superintendent of Banks approved the Merger Agreement dated as of November 12, 1996, and the approval of the Superintendent was endorsed on the Merger Agreement. On November 13, 1996, the Merger Agreement with the Superintendent's approval endorsed thereon vas filed with you. Finally, a copy of the Merger Agreement certified by you was filed with the Superintendent effective 12:01 a.m., November 18, 1996. At that time, pursuant to Financial Code Section 4887, the merger became effective for all purposes.

If you require any additional information regarding this matter, please do not hesitate to contact us.

Very truly yours,

CONRAD W. HEWITT Superintendent of Banks

KENNETH SAYRE-PETERSON

Senior Counsel

KSP:pjp

David A. Hearth, Esq.

Federal Deposit Insurance Corporation, San Francisco

Federal Reserve Bank, San Francisco State Banking Department, Los Angeles

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APPROVED December 11, 2000

DONALD R. MEYER

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FILED In the office of the Secretary of State of the State of Colifornia

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Senior COMSEAGREEMENT AND PLAN OF MERGER (the "Merger Agreement"), is made and entered into on the 9th day of December, 2000, by and between CATHAY BANK, a California state chartered bank whose principal office is located in Los Angeles, California ("Cathay Bank"), and KERMIT STATE BANK, a Texas chartered state banking association whose principal office is located in Houston, Texas ("KSB") (herein sometimes collectively referred to as the "Banks").

WITNESSETH:

WHEREAS, Cathay Bank is a California state bank duly organized and existing under the laws of the State of California with authorized capital stock consisting of 20,000,000 shares of common stock, no par value (the "Cathay Bank Stock"), of which 6,149,173 shares are validly issued and outstanding;

WHEREAS, KSB is a Texas state bank duly organized and existing under the laws of the State of Texas, with an authorized capital stock consisting of 250 shares of common stock, par value \$4,000 per share (the "KSB Bank Stock"), of which 250 shares are validly issued and outstanding: and

WHEREAS, a majority of the Boards of Directors of each of Cathay Bank and KSB, pursuant to the authority given by and in accordance with the provisions of the California Finance Code and the Texas Finance Code, have approved this Merger Agreement, pursuant to which KSB shall be merged with and into Cathay Bank (the "Merger"), and have authorized the execution hereof; and

WHEREAS, as and when required by the provisions of this Merger Agreement, all such action as may be necessary or appropriate shall be taken by Cathay Bank and KSB in order to consummate the Merger.

NOW, THEREFORE, in consideration of the premises, Cathay Bank and KSB hereby agree that KSB shall be merged with and into Cathay Bank on the following terms and conditions:

- 1. Merger of the Banks. At the Effective Time (as defined in Section 12 of this Merger Agreement), KSB shall be merged with and into Cathay Bank pursuant to the provisions of Section 4880 of the California Finance Code and Section 32.301 of the Texas Finance Code.
- Effects of the Merger. The Merger shall have the effects set forth in Section 4880 of 2. the California Finance Code and Section 32.301 of the Texas Finance Code, At the Effective Time. the corporate existence of KSB shall be merged into and continued in Cathay Bank, as the bank surviving the Merger (the "Surviving Bank"), and the Surviving Bank shall be deemed to be the same corporation as Cathay Bank. The name of the Surviving Bank shall be "Cathay Bank." The existing office of Cathay Bank located at 777 North Broadway, Los Angeles, California, shall be the main office of the Surviving Bank, and the existing offices and facilities of Cathay Bank and KSB in mediately preceding the Merger will become offices and facilities of the Surviving Bank following the Merger. At the Effective Time, all rights, franchises and interests of Cathay Bank and KSB in and to every type of property (real, personal and mixed) and choses in action shall be transferred to and vested in the Surviving Bank by virtue of the Merger without any deed or other transfer. At the

Effective Time, the Surviving Bank, without any order or other action on the part of any court or otherwise, shall hold and enjoy all rights of property, franchises and interests, including appointments, designations and nominations and all other rights and interests as trustee, executor, administrator, registrar of stocks and bonds, guardian of estates, assignee, receiver and in every other fiduciary capacity, in the same manner and to the same extent as such rights, franchises and interests were held or enjoyed by Cathay Bank and KSB, respectively, at the Effective Time. At the Effective Time, the Surviving Bank shall be liable for all liabilities of Cathay Bank and KSB, respectively; and all deposits, debts, liabilities, obligations and contracts of Cathay Bank and KSB, respectively, matured or unmatured, whether accrued, absolute, contingent or otherwise, and whether or not reflected or reserved against on balance sheets, books of account or records of Cathay Bank or KSB, as the case may be, including all liabilities of Cathay Bank and KSB for taxes, whether existing at the Effective Time or arising as a result of or pursuant to the Merger, shall be those of the Surviving Bank and shall not be released or impaired by the Merger; and all rights of creditors and other obligees and all liens on property of either Cathay Bank or KSB shall be preserved unimpaired.

- 3. Articles of Incorporation and Bylaws. At the Effective Time, the Articles of Incorporation and Bylaws of Cathay Bank shall continue in effect as the Articles of Incorporation and Bylaws of the Surviving Bank until the same shall be amended and changed as provided by law.
- Directors and Executive Officers of the Surviving Bank. At the Effective Time, the directors and executive officers of the Surviving Bank shall be the directors and executive officers of Cathay Bank immediately preceding the Merger, and each of such persons shall hold office from the Effective Time until their respective successors are duly elected or appointed and qualified in the manner provided in the Articles of Incorporation and Bylaws of the Surviving Bank or as otherwise provided by law.
- 5. Conversion of Cathay Bank and Kermit Bank Stock. At the Effective Time, by virtue of this Merger Agreement and without any further action on the part of any holder, all shares of Cathay Bank Stock issued and outstanding at the Effective Time shall remain issued and outstanding and unchanged and all shares of KSB Bank Stock issued and outstanding at the Effective Time shall be cancelled without consideration. As a result, the Surviving Bank shall have authorized capital stock consisting of 20,000,000 shares of common stock, no par value, 6,149,173 shares of which shall be issued and outstanding.
- 6. <u>Stock Transfer Books</u>. The stock transfer books of KSB shall be closed as of the Effective Time, and no transfer of record of any of the shares of KSB Bank Stock shall take place thereafter.
- 7. Shareholder Approval. This Merger Agreement shall be submitted to the sole shareholder of each of the Banks for approval by written consent. Upon approval by the sole shareholder of each of the Banks, this Merger Agreement shall be made effective as soon as practicable thereafter as provided in Section 12 hereof.
- 8. Conditions to Consummation of the Merger. All obligations of the parties under this Merger Agreement are subject to the receipt of all consents, orders and regulatory approvals and satisfaction of all other requirements prescribed by law that are necessary for the consummation of the Merger, including, without limitation, shareholder approval and the approval of the appropriate regulatory authorities.

- 9. <u>Termination</u>. At any time prior to filing, this Merger Agreement may be terminated and abandoned at any time prior to or on the Closing Date (as defined in Section 12 of this Merger Agreement), whether before or after action thereon by the sole shareholder of each of Cathay Bank and KSB, by the mutual consent in writing of each of Cathay Bank and KSB.
- 10. <u>Effect of Termination</u>. In the event of the termination and abandonment of this Merger Agreement pursuant to the provisions of Section 9, this Merger Agreement shall be of no further force or effect and there shall be no liability by reason of this Merger Agreement or the termination thereof on the part of either Cathay Bank or KSB or the directors, officers, employees, agents or stockholders of either of them.
- Maiver, Amendment and Modification. Any of the terms or conditions of this Merger Agreement may be waived at any time, whether before or after action thereon by the sole shareholder of Cathay Bank and KSB, by the party that is entitled to the benefits thereof. This Merger Agreement may be modified or amended at any time, whether before or after action thereon by the sole shareholder of Cathay Bank and KSB, by Cathay Bank and KSB. Any waiver, modification or amendment of this Merger Agreement shall be in writing and require prior approval.
- 12. Closing Date and Effective Time. The "Closing Date" shall be the last to occur of (i) the first business day after the receipt of all necessary regulatory approvals and expiration of any mandatory waiting periods; or (ii) such later date upon which Cathay Bank and KSB may mutually agree. Simultaneous with the filing of the Merger Agreement with the California Department of Financial Institutions, the Articles of Merger will be filed with the Texas Department of Banking. Subject to the terms, and upon satisfaction on or before the Closing Date of all requirements of law, and the conditions specified in this Merger Agreement, the Merger shall become effective upon filing with California Department of Financial Institutions, such time being herein called the "Effective Time."
- Agreement may be executed in multiple counterparts, each of which shall be deemed an original, and all counterparts hereof so executed by the parties hereto, whether or not such counterpart shall bear the execution of each of the parties hereto, shall be deemed to be, and shall be construed as, one and the same Merger Agreement. A telecopy or facsimile transmission of a signed counterpart of this Merger Agreement shall be sufficient to bind the party or parties whose signature(s) appear thereon.
- 14. Governing Law. THIS MERGER AGREEMENT SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAWS OF THE STATE OF CALIFORNIA.
- 15. Further Assurances. Each party hereto agrees from time to time, as and when requested by the other party hereto, or by its successors or assigns, to execute and deliver, or cause to be executed and delivered, all such deeds and instruments and to take or cause to be taken such further or other acts, either before or after the Effective Time, as may be deemed necessary or desirable in order to vest in and confirm to the Surviving Bank title to and possession of any assets of Catha. Bank or KSB acquired or to be acquired by reason of or as a result of the Merger and otherwise to carry out the intent and purposes hereof, and the officers and directors of the parties hereto are fully authorized in the name of their respective corporate names to take any and all such actions.

- 16. <u>Assignment</u>. This Merger Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns, but no party to this Merger Agreement shall assign this Merger Agreement, by operation of law or otherwise, in whole or in part, without the prior written consent of the other parties. Any assignment made or attempted in violation of this Section 16 shall be void and of no effect.
- 17. Severability. In the event that any provision of this Merger Agreement is held to be illegal, invalid or unenforceable under present or future laws, then (a) such provision shall be fully severable and this Merger Agreement shall be construed and enforced as if such illegal, invalid or unenforceable provision were not a part hereof; (b) the remaining provisions of this Merger Agreement shall remain in full force and effect and shall not be affected by such illegal, invalid or unenforceable provision or by its severance from this Merger Agreement; and (c) there shall be added automatically as a part of this Merger Agreement a provision as similar in terms to such illegal, invalid or unenforceable provision as may be possible and still be legal, valid and enforceable.
- 18. Specific Performance. Each of the parties hereto acknowledges that the other parties would be irreparably damaged and would not have an adequate remedy at law for money damages in the event that any of the covenants contained in this Merger Agreement were not performed in accordance with its terms or otherwise were materially breached. Each of the parties hereto therefore agrees that, without the necessity of proving actual damages or posting bond or other security, the other party shall be entitled to temporary and/or permanent injunction or injunctions to prevent breaches of such performance and to specific enforcement of such covenants in addition to any other remedy to which they may be entitled, at law or in equity.
- 19. <u>Rules of Construction</u>. Descriptive headings as to the contents of particular sections are for convenience only and shall not control or affect the meaning, construction or interpretation of any provision of this Merger Agreement. Each use herein of the masculine, neuter or feminine gender shall be deemed to include the other genders. Each use herein of the plural shall include the singular and vice versa, in each case as the context requires or as it is otherwise appropriate. The word "or" is used in the inclusive sense.
- 20. Articles, Sections, Exhibits and Schedules. All articles and sections referred to herein are articles and sections, respectively, of this Merger Agreement and all exhibits referred to herein are exhibits attached to this Merger Agreement. Any and all schedules, exhibits, annexes, statements, reports, certificates or other documents or instruments referred to herein or attached hereto are and shall be incorporated herein by reference hereto as though fully set forth herein verbatim.
- 21. Binding Effect. All of the terms, covenants, representations, warranties and conditions of this Merger Agreement shall be binding upon, and inure to the benefit of and be enforceable by, the parties hereto and their respective successors, representatives and permitted assigns. Nothing expressed or referred to herein is intended or shall be construed to give any person other than the parties hereto any legal or equitable right, remedy or claim under or in respect of this Merger Agreement, or any provision herein contained, it being the intention of the parties hereto that this Merger Agreement, the assumption of obligations and statements of responsibilities hereunder, and all other conditions and provisions hereof are for the sole benefit of the parties to this Merger Agreement and for the benefit of no other person. Nothing in this Merger Agreement shall act to relieve or discharge the obligation or liability of any third party to any party to this Merger Agreement, nor shall

any provision give any third party any right of subrogation or action over or against any party to this Merger Agreement.

[Signature Pages Follow]

IN WITNESS WHEREOF, Cathay Bank and KSB have caused this Merger Agreement to be executed by their duly authorized officers as of the date first above written, and the officers of each such bank have hereunto subscribed their names.

CATHAY B

Wilbur K. Woo, Secretary

Dungon Cheng, President

STATE OF CALIFORNIA

COUNTY OF LOS ANGELES

I hereby certify that on this 07 day of DEC, 2000, before me, a notary public, in and for LOS ANGELES County, California, personally came Dunson Cheng, the person named in the foregoing agreement and by virtue and in pursuance of the authority therein conferred upon him, acknowledged the agreement to be the act and deed of CATHAY BANK and desired that the same might be recorded as such.

WITNESS my hand and notary seal this day and year aforesaid.

WINSOME MAN YEE TONG
Commission # 1235140
Notary Public - California
Los Angeles County
My Comm. Expires Sep 20, 2003

(Signature of Notary

KERMIT STATE

By:

Wilbur K. Woo, Secretary

Dunson Cheng, President

STATE OF CALIFORNIA

COUNTY OF LOS ANGELES

I hereby certify that on this <u>07</u> day of <u>DEC</u> , 2000, before me, a notary public, in and for the <u>LOS ANGELES</u> County, California, personally came Dunson Cheng, the person named in the foregoing agreement and by virtue and in pursuance of the authority therein conferred upon him, acknowledged the agreement to be the act and deed of KERMIT STATE BANK and desired that the same might be recorded as such.

WITNESS my hand and notary seal this day and year aforesaid

WINSOME MAN YEE TONG
Commission # 1235140
Notary Public - California
Los Angeles County
My Comm. Expires Sep 20, 2003

(Signature of Notary)

KERMIT STATE BANK

OFFICERS' CERTIFICATE OF APPROVAL OF AGREEMENT AND PLAN OF MERGER

Dunson Cheng and Wilbur K. Woo, certify that:

- 1. They are the President and Secretary, respectively, of Kermit State Bank, a banking association organized under the laws of the State of Texas of ("Kermit");
- 2. Kermit has only one class of shares authorized, common stock, and the total number of outstanding shares is 250;
- 3. The principal terms of the Agreement and Plan of Merger between Kermit and Cathay Bank, a California state bank, in the form attached hereto, were duly approved by the Board of Directors and sole shareholder of Kermit; and
- 4. The percentage shareholder vote required to approve the Agreement and Plan of Merger was more than fifty percent (50%). The number of shares voting in favor of the Agreement and Plan of Merger was 250 shares, or one hundred percent (100%) of the total shares entitled to vote, which exceeded the vote required.

We further declare under penalty of perjury under the laws of the State of California that the matters set forth in this certificate are true and correct of our own knowledge.

Executed at Los Angeles, California,

on

December 9, 2000.

Dunson Cheng, President

Wilbur K. Woo, Secretary

CATHAY BANK

OFFICERS' CERTIFICATE OF APPROVAL OF AGREEMENT AND PLAN OF MERGER

Dunson Che Wilbur K. Woo, certify that:

- 1. They are the President and Secretary, respectively, of Cathay Bank, a state bank organized under the laws of the State of California ("Cathay");
- 2. Cathay has only one class of shares authorized, common stock, and the total number of outstanding shares is 6,149,173;
- 3. The principal terms of the Agreement and Plan of Merger between Cathay and Kermit State Bank, a Texas banking association, in the form attached hereto, were duly approved by the Board of Directors and sole shareholder of Cathay; and
- 4. The percentage shareholder vote required to approve the Agreement and Plan of Merger was more than fifty percent (50%). The number of shares voting in favor of the Agreement and Plan of Merger was 6,149,173 shares, or one hundred percent (100%) of the total shares entitled to vote, which exceeded the vote required.

We further declare under penalty of perjury under the laws of the State of California that the matters set forth in this certificate are true and correct of our own knowledge.

Executed at Los Angeles, Culifornia,

on

December 9, 2000.

Dunson Cheng, President

Wilbur K. Woo, Secretary

C0419088

GRAY DAVIS, Governor MARIA CONTRERAS-SWEET, Secretary

DEPARTMENT OF FINANCIAL INSTITUTIONS

111 PINE STREET, SUITE 1100 SAN FRANCISCO, CA. 94111-5613 (415) 263-8555



December 13, 2000

Bill Jones Secretary of State 1500 11th Street Sacramento, CA 95814

Re: Cathay Bank - Merger of Kermit State Bank (Texas)

Dear Mr. Jones:

This is in reference to the merger of Cathay Bank and Kermit State Bank (Texas).

On November 21, 2000, in accordance with Financial Code § 4887(a), the Commissioner of Financial Institutions approved the Agreement of Merger relating to the referenced transaction and the Commissioner's approval was endorsed on the Agreement of Merger on December 11, 2000. On December 11, 2000, the Agreement of Merger with the Commissioner's approval endorsed thereon was filed with you. Finally, a copy of the Agreement of Merger certified by you was filed with the Commissioner at approximately 9:00 a.m., December 11, 2000. At that time, pursuant to Financial Code § 4887(b), the merger became effective for all purposes.

If you require any additional information regarding this matter, please contact me at (415) 263-8514.

Very truly yours,

DONALD R. MEYER
Commissioner of Financial Institutions

Βv

JAMES M. PATTEN Staff Counsel

cc: Federal Reserve Bank, San Francisco

Federal Deposit Insurance Corporation, San Francisco

APPROVED
October 17, 2003
DONALD R MEYER
Commissioner of Financial Institutions

A0603001

in the office of the Secretary of State of the State of California

OCT 2 0 2003 KM

KENNETH SAYRE-PETERSON Senior Counsel

BANK MERGER AGREEMENT

KEVIN SHELLEY, Secretary of Stat

This Bani Merger Agreement (this "Merger Agreement") is entered into as of October 20, 2003 by and between Cathay Bank, a California banking corporation ("Cathay Bank"), and General Bank, a California banking corporation ("General Bank"), as follows:

Section 1. Outstanding Shares.

- (a) Cathay Bank is a California banking corporation authorized by the California Department of Financial Institutions. Cathay Bank has 20,000,000 authorized shares of no par value common stock, of which 6,149,173 are outstanding. Cathay Bank has no outstanding shares of preferred stock, options or warrants. All of the issued and outstanding shares of Cathay Bank common stock are owned by Cathay Bancorp, Inc., a Delaware corporation.
- (b) General Bank is a California banking corporation authorized by the California Department of Financial Institutions. General Bank has 4,000,000 authorized shares of common stock, of which 1,387,000 are outstanding. General Bank has no outstanding options or varrants. All of the issued and outstanding shares of General Bank common stock are owned by GBC Bancorp, a Californ a corporation.

Section 2. The Merger.

General Bank shall be merged with and into Cathay Bank (the "Merger"). Cathay Bank shall be the surviving corporation (the "Surviving Corporation") in the Merger, and the separate corporate existence of General Bank shall cease from and after the consummation of the Merger.

Section 3. Stock.

At the Effective Time (as defined below), the outstanding shares of General Bank shall be canceled without consideration and no shares of Cathay Bank shall be issued in exchange therefor. The Merger shall have no effect on the shares of Cathay Bank.

Section 4. Articles of Incorporation and Bylaws.

- (a) From and after the Effective Time, the articles of incorporation of Cathay Bank as in effect immediately prior to the Effective Time shall be the articles of incorporation of the Surviving Corporation until the same are amended as provided by law. It is the intention of the parties that the Merger will be treated as a tax free reorganization pursuant to Section 368 of the Internal Revenue Code of 1986, as amended.
- (b) From and after the Effective Time, the bylaws of Cathay Bank as in effect immediately prior to the Effective Time shall be the bylaws of the Surviving Corporation until the same are amended as provided by law.

Section 5. Effect of Merger.

The effect of the Merger shall be as prescribed by law. The Merger shall be effective (the interive Time") as of the day and time at which this Merger Agreement, bearing the endorsement of approval of the California Commissioner of Financial Institutions, and appropriate officers' certificates of its approval and adoption shall have been filed with the Secretary of State of the State of California in accordance with Section 1103 of the General Corporation Law of the State of California and a copy of this Merger Agreement certified by the Secretary of State has been filed with the California Commissioner of Financial Institutions in accordance with Section 4887 of the California Financial Code.

Section 6. Officers and Directors.

- (a) The officers of Cathay Bank immediately prior to the Effective Time shall be the officers of the Surviving Corporation until their successors shall have been duly elected or appointed and qualified or until their earlier death, resignation or removal; provided that the Chariman, President and Chief Executive Officer of General Bank shall be appointed as the Executive Vice Chairman and Chief Operating Officer of the Surviving Corporation at the Effective Time; provided further, that an Office of the President/CFO shall be established from and after the Effective Time, which shall be occupied by two members, the Executive Vice Chairman and Chief Operating Officer of the Surviving Corporation and the Chariman and President/CFO of the Surviving Corporation.
- (b) The directors of Cathay Bank immediately prior to the Effective Time shall be the directors of the Surviving Corporation; provided, that the Chairman, President and Chief Executive Officer of General Bank and two other directors of General Bank or GBC Bancorp designated by Cathay Bank shall, at the Effective Time, also be appointed to serve as directors of the Surviving Corporation from and after the Effective Time and until the earlier of their death, resignation or removal, or until their respective successors shall be duly elected and qualified; provided further, that the Chariman, President and Chief Executive Officer shall be appointed as Executive Vice Chairman of the Board of Directors of the Surviving Corporation.

Section 7. Acts of Merging Corporation.

General Bank, as the merging corporation, shall from time to time, as and when requested by the Surviving Corporation, execute and deliver all such documents and instruments and take all such action necessary or desirable to evidence or carry out the Merger.

Section 8. Termination.

The obligations of the parties to effect the Merger shall be subject to all the terms and conditions contained in the Agreement and Plan of Merger, dated as of May 6, 2003, among Cathay Bancorp, Inc., Cathay Bank, GBC Bancorp and General Bank (the "Plan"). This Merger Agreement shall terminate forthwith in the event that the Plan shall be terminated as therein provided.

Section 9. Counterparts.

This Merger Agreement 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.

IN WITNESS WHEREOF: the parties have executed this Merger Agreement as of the date first written above.

GENERAL DAINS
By Peter Wu
Chairman, President and Chief Executive
Officer
By Ming Lin Chen
Ming Lin Chen
Corporate Secretary
CATHAY BANK
Ву
Dunson K. Cheng
Chairman and President
By
Michael M.Y. Chang
Corporate Secretary

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

GENERAL BANK

OFFICERS' CERTIFICATE

Dunson K. Cheng and Michael M.Y. Chang hereby certify that:

- 1. They are the Chairman, President and Chief Executive Officer and the Corporate Secretary, respectively, of Cathay Bank, a banking corporation organized under the laws of the State of California.
- 2. The Bank Merger Agreement in the form attached was duly approved by the Board of Directors and the sole shareholder of the corporation.
- 3. The shareholder approval was by the holder of 100% of the outstanding shares, which equaled or exceeded the vote required. The percentage vote required was 100% of the outstanding shares.
- 4. Cathay Bank is authorized to issue one class of shares. common stock. As present only common shares are issued and outstanding, and the number of common shares outstanding is 6,149,173.

We further declare under penalty of perjury under the laws of the State of California that the matters set forth in this certificate are true and correct of our own knowledge.

Date: October 20, 2003

Dunson & Cheng Chairman and President

Corporate Secretary

OFFICERS' CERTIFICATE

Peter Wu and Ming Lin Chen hereby certify that:

- 1. They are the, President and Chief Executive Officer and the Corporate Secretary, respectively, of General Bank, a banking corporation organized under the laws of the State of California.
- 2. The Bank Merger Agreement in the form attached was duly approved by the Board of Directors and shareholders of the corporation.
- 3. The shareholder approval was by the holders of 100% of the outstanding shares, which equaled or exceeded the vote required. The percentage vote required was 100% of the outstanding shares.
- 4. General Bank is authorized to issue one class of shares: common stock.

 At present only co non shares are issued and outstanding, and the number of common shares outstanding is 1,387,000.

We further declare under penalty of perjury under the laws of the State of California that the matters set forth in this certificate are true and correct of our own knowledge.

Date: October 20, 2003

Peter Wu

Chairman, President and Chief Executive Officer

Ming Lin Chen

Corporate Secretary

DEPARTMENT OF FINANCIAL INSTITUTIONS

1810 --13TH STREET SACRAMENTO, CA 95814 (916) 323-7015 FAX (916) 324-2011 http://www.dfi.ca.gov



October 21, 2003

The Honorable Kevin Shelley Secretary of State 1500 11th Street Sacramento, CA 95814

acramento, CA 95814

Cathay Bank - Merger of General Bank with and into Cathay Bank

Dear Mr. Shelley:

On October 17, 2003, in accordance with Financial Code section 4887(a), the Commissioner of Financial Institutions ("Commissioner") approved the Bank Merger Agreement dated as of October 20, 2003 (the "Agreement"), and the Commissioner's approval was endorsed on the Agreement. On October 20, 2003, the Agreement with the Commissioner's approval endorsed thereon was filed with you. Finally, a copy of the Agreement certified by you was filed with the Commissioner at 8:59 p.m., October 20, 2003. At that time, pursuant to Financial Code section 4887(b), the merger became effective for all purposes.

If you require any additional information regarding this matter, please give me a call.

DONALD R. MEYER

Commissioner of Financial Institutions

By Kemeth Lane Alt

KENNETH SAYRE-PETERSON

Senior Counsel

KSP56:pjp

cc: Maureen A. Young, Esq.

Federal Deposit Insurance Corporation, San Francisco Department of Financial Institutions, Los Angeles Department of Financial Institutions, San Francisco APPROVED
February 24, 2005
HOWARD GOULD
Commissioner of Financial Institutions

By / comet Dage

10624587

04/9088 CERTIFICATE OF AMENDMENT

In the office of the Secretary of State of the State of California

KENNETH SAYRE-PETERSON Assistant General Counsel OF
ARTICLES OF INCORPORATION
OF
CATHAY BANK

MAR 0 1 2005

Dunson K. Cheng and Michael M.Y. Chang certify that:

- 1. They are the President and Secretary, respectively, of CATHAY BANK, a California corporation.
- 2. Article III of the Articles of Incorporation is hereby amended in its entirety to read as follows:

"[]]

This corporation is authorized to issue only two classes of shares of stock; the total number of shares which the corporation is authorized to issue is 21,000,000, consisting of 20,000,000 shares of common stock and 1,000,000 shares of preferred stock. The preferred stock shall be divided into (i) 500,000 shares of adjustable rate Noncumulative Preferred Stock, Series A (the "Series A Preferred Shares") with rights, preferences, privileges and restrictions thereof as set forth in this Article III and (ii) 500,000 shares of preferred stock with rights, preferences, privileges and restrictions as set forth in Section (D) of this Article III.

Unless otherwise specified in these Articles or required by law, all matters requiring shareholder action including amendments to these Articles must be approved by shareholders owning a majority voting interest in the outstanding voting stock.

Unless otherwise specified in these Articles or required by law, all shares of voting stock shall be voted together as a class, on any matter requiring shareholder approval. Unless otherwise specified in these Articles or required by law, if a proposed amendment would affect two or more classes or series in the same or substantially similar way, all the classes or series so affected, must vote together as a single voting group on the proposed amendment.

A. Common Stock.

The shares of common stock shall be subject to the following rights, preferences, privileges and restrictions:

- (a) each holder of common stock shall have one vote for each share of common stock held by him on all matters voted upon by the holders of common stock of this corporation, except as otherwise required by law;
- (b) subject to the preferential rights, if any, applicable to shares of preferred stock of this corporation and subject to applicable requirements, if any, with respect to the setting aside of sums for purchase, retirement or sinking funds for preferred stock, the holders of common stock shall be entitled to receive, to the extent permitted by law, such dividends as may be declared from time to time by the Board of Directors; and

in the event of the voluntary or involuntary liquidation, dissolution, distribution of (c) assets or winding up of the corporation, after distribution in full of the preferential amounts, if any, to be distributed to the holders of the preferred stock of this corporation, holders of common stock shall be entitled to receive all of the remaining assets of the corporation of whatever kind available for distribution to shareholders ratably in proportion to the number of shares of common stock held by them respectively. The Board of Directors may distribute in kind to the holders of common stock such remaining assets of the corporation, or may sell, transfer, or otherwise dispose of all or any part of such remaining assets to any corporation, association, trust or other entity, or person or any combination thereof, and may sell all or any part of the consideration so received and distribute any balance thereof in kind to holders of common stock. Neither the voluntary sale, conveyance exchange or transfer of all or substantially all of the assets or property of the corporation nor the merger or consolidation of the corporation into or with any other corporation shall be deemed to be a voluntary or involuntary liquidation, dissolution or winding up of the corporation for the purposes of this paragraph.

B. Series A Preferred Stock.

The 500,000 Series A Preferred Shares, shall have a stated value and liquidation preference of One Hundred Dollars (\$100.00) per share and upon issuance shall be subject to the following rights, preferences, privileges and restrictions.

(a) Dividends and Distributions.

Dividends on the Series A Preferred Shares are noncumulative. There is no obligation of the Board of Directors to pay dividends on the Series A Preferred shares for any dividend period. Subject to the rights of the holders of any other class or series of shares ranking prior and superior to, or on a par with, the Series A Preferred Shares with respect to dividends, the holder of record of each Series A Preferred Share, or fraction thereof, in preference to the holders of any other class or series of shares of the corporation, shall be entitled to receive, when, as and if declared by the Board of Directors out of funds legally available to the extent such funds are available for the purpose, non-cumulative quarterly dividends payable in eash on or prior to the last day of March, June, September and December as applicable, in each year (each such date being referred to in this Section B(a)(i) as a "Quarterly Dividend Payment Date"), commencing on the first Quarterly Dividend Payment Date after the first issuance of such Series A Preferred Share, or fraction thereof, at an adjustable rate, which shall initially be 7.0% per annum of the stated value of One Hundred Dollars (\$100.00) per share, subject to adjustment as hereinafter provided. In addition to the foregoing, with respect to the first dividend period following the date of issuance of the Series A Preferred Shares, the dividend on the Series A Preferred Shares shall include any declared, accrued and unpaid dividends for such dividend period on the Series A Preferred Shares (the "REIT Series A Preferred Shares") of Cathay Real Estate Investment Trust, a Maryland real estate investment trust (the "REIT") organized pursuant to the Declaration of Trust, as amended by the Articles of Amendment and Restatement (the "Declaration of Trust"). The amount of the dividend payable for any quarterly dividend period will be computed on the basis of a 360-day year of twelve 30-day months, with each quarterly dividend period being comprised of three 30-day months and the dividend accruing from the first day of such quarterly dividend period. For any period shorter than a full quarterly dividend

period for which dividends are computed, the amount of the dividend payable will be computed on the basis of the actual number of days elapsed in such period of three 30-day months.

- (ii) The Board of Directors shall declare a dividend or distribution on the Series A Preferred Shares as provided in paragraph (i) of this Section B(a) immediately before it declares any dividend or distribution on the common stock (other than a dividend payable in common stock or any other class or series of stock ranking junior to the Series A Preferred Shares); provided, however, that dividends shall be non-cumulative. Accordingly, if the Board of Directors fails to declare a dividend on the Series A Preferred Shares for a quarterly dividend period, or declares only a partial dividend, then the holders of Series A Preferred Shares will have no right to receive full dividend on such shares for that quarter, and the corporation will have no obligation to pay a full dividend for that quarter, whether or not dividends are declared and paid for any future quarter with respect to either the Series A Preferred Shares or the common stock. The Series A Preferred Shares shall not participate in dividends with the common stock. The Board of Directors may fix a record date for the determination of holders of Series A Preferred Shares entitled to receive payment of a dividend or distribution declared thereon, which record date shall be not more than 60 days prior to the date fixed for the payment thereof.
- (iii) If any Series A Preferred Shares remain then outstanding, then on December 19, 2013 (the "Initial Dividend Adjustment Date"), and on each tenth (10th) anniversary of the Initial Dividend Adjustment Date (each a "Subsequent Dividend Adjustment Date" and together with the Initial Dividend Adjustment Date, the "Dividend Adjustment Dates"), the annual dividend rate on the Series A Preferred Shares will be adjusted, and from and after such Dividend Adjustment Date through and including the day immediately preceding the next following Dividend Adjustment Date, the annual dividend rate on the Series A Preferred Shares shall be equal to the yield per annum, as of the Dividend Adjustment Date on which the adjustment is made, on U.S. Government Treasury Bills selected in good faith by the corporation, maturing approximately ten (10) years after the Dividend Adjustment Date on which the adjustment is made, plus two and one-half percent (2-1/2%) per annum, of the One Hundred Dollar (\$100.00) Liquidation Preference per share of Series A Preferred Share.

(b) Voting Rights.

- (i) Holders of Series A Preferred Shares shall not have any voting rights, except as set forth in paragraph (ii) below and unless otherwise required by law.
- shall then be required by law, as long as any Series A Preferred Shares remain outstanding then, the written consent of the holders of then outstanding Series A Preferred Shares having not less than a majority of the votes entitled to be cast by holders of the Series A Preferred Shares, or the affirmative vote of at least a majority of the votes entitled to be cast by the holders of the then outstanding Series A Preferred Shares at a meeting duly held for that purpose, will be necessary to repeal, amend or otherwise change any of the provisions of these Articles applicable to the Series A Preferred Shares in any manner which materially and adversely affects the preferences, voting powers, dividend rights or other rights and privileges of the Series A Preferred Shares or the holders thereof; provided, however, that any increase in the amount of the authorized preferred stock or the creation or issuance of any class or series of preferred stock or the increase in the authorized Series A Preferred Shares or the preferred stock of any other series, in each case ranking on a parity with or junior to the Series A Preferred Shares, shall not be deemed to

materially adversely affect such preferences, voting powers, dividend rights or other rights and privileges of the Series A Preferred Shares; and further provided that holders of Series A Preferred Shares will not have any voting rights with respect to, and the consent of the holders of the Series A Preferred Shares will not be required for, the taking of any extraordinary corporate action, including any merger or consolidation involving the corporation or any sale of all or substantially all of the assets of the corporation, unless such consent is required by California law.

(c) Certain Restrictions.

- (i) Unless full dividends on the Series A Preferred Shares have been or contemporaneously are declared and paid or declared and a sum sufficient for the payment thereof has been set apart for payment for the then current dividend period, the corporation shall not:
- (A) declare or pay dividends on, or make any other distributions with respect to, any capital stock ranking junior (either as to dividends or upon liquidation, dissolution or winding up) to the Series A Preferred Shares (other than dividends or distributions paid in shares of common stock or any other class or series of stock ranking junior to the Series A Preferred Shares):
- (B) declare or pay dividends on, or make any other distributions with respect to any shares of capital stock ranking on a parity (either as to dividends or upon liquidation, dissolution or winding up) with the Series A Preferred Shares, except dividends paid ratably on the Series A Preferred Shares and all such parity capital stock on which dividends are payable or in arrears in proportion to the total amounts to which the holders of all such shares are then entitled:
- (C) redeem or purchase or otherwise acquire for consideration shares of capital stock ranking junior (either as to dividends or upon liquidation, dissolution or winding up) to the Series A Preferred Shares, provided that the corporation may at any time redeem, purchase or otherwise acquire any such junior capital stock in exchange for shares of the corporation ranking junior (either as to dividends or upon dissolution, liquidation or winding up) to the Series A Preferred Shares; or
- (D) redeem or purchase or otherwise acquire for consideration any Series A Preferred Shares, or any shares of capital stock ranking on a parity with the Series A Preferred Shares, except in accordance with a purchase offer made in writing or by publication (as determined by the Board of Directors) to all Non-Affiliated Holders (as hereinafter defined) of such shares upon such terms as the Board of Directors, after consideration of the respective annual dividend rates and other relative rights and preferences of the respective series and classes, shall determine in good faith will result in fair and equitable treatment among the respective series or classes.
- (ii) The corporation shall not permit any subsidiary of the corporation to purchase or otherwise acquire for consideration, directly or indirectly, any capital stock of the corporation unless the corporation could, under paragraph (i) of this Section B(c), purchase or otherwise acquire such capital stock at such time and in such manner.
- (iii) For purposes of this Section B, the term "Non-Affiliated Holders" shall mean all

holders of record of outstanding Series A Preferred Shares, except the corporation, Cathay Bancorp, a Delaware corporation ("Cathay Bancorp"), and any directly or indirectly owned subsidiary of the corporation or Cathay Bancorp, or with respect to any of the foregoing, any of their successors.

(d) Reacquired Shares.

Any Series A Preferred Shares purchased or otherwise acquired by the corporation in any manner whatsoever shall upon their acquisition by the corporation become authorized but unissued unclassified preferred stock and may subsequently be classified and issued by the corporation.

(e) Liquidation, Dissolution or Winding Up.

- Upon any liquidation, dissolution or winding up of the corporation, no distribution shall be made to: (1) the holders of capital stock ranking junior (either as to dividends or upon liquidation, dissolution or winding up) to the Series A Preferred Shares unless, prior thereto, the holders of Series A Preferred Shares shall have received the sum of One Hundred Dollars (\$100.00) per share plus any declared and unpaid dividends; or (2) the holders of capital stock ranking on a parity (either as to dividends or upon liquidation, dissolution or winding up) with the Series A Preferred Shares, except distributions made ratably on the Series A Preferred Shares and all such parity capital stock in proportion to the total amounts to which the holders of all such shares of capital stock are entitled upon such liquidation, dissolution or winding up. After payment of the full amount of the Liquidation Preference plus declared and unpaid dividends to which they are entitled, the holders of Series A Preferred Shares will not be entitled to further participation in any distribution of assets of the corporation.
- Neither the voluntary sale, conveyance, exchange or transfer (for eash, securities or other consideration) of all or substantially all of the property and assets of the corporation, nor the merger or consolidation of the corporation with any one or more corporations or other entities, shall be deemed a voluntary or involuntary dissolution, liquidation or winding up of the corporation, unless such voluntary sale, conveyance or exchange shall be in connection with a plan of liquidation, dissolution or winding up of the corporation,

(1)Consolidation, Merger or Other.

In the event the corporation shall enter into any consolidation, merger, combination or other transaction in which the common stock are exchanged for or changed into other stock or securities, cash and/or any other property, or otherwise changed, then in any such event the Series A Preferred Shares shall at the same time be similarly exchanged for or changed as follows:

- if the shares of common stock are exchanged for or changed into other (i) stock or securities or otherwise changed, the Series A Preferred Shares shall be exchanged for or changed into other shares of preferred stock having substantially the same terms and rights as the Series A Preferred Shares, including with respect to distributions, voting rights and rights upon liquidation, dissolution and winding up; or
- (ii) if the shares of common stock are exchanged for or changed into cash and/or other preferred, or if the corporation so determines in its sole discretion, the Series A Preferred Shares will be exchanged for or changed into cash and/or other property having a value and the second of the control of the second of the second

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per share, as determined by the corporation, equal to One Hundred Dollars (\$100.00), plus the amount of any declared and unpaid dividends.

(g) Redemption.

The Series A Preferred Shares may be redeemed by the corporation any time after December 19, 2008 (subject to any required approval of the Federal Deposit Insurance Corporation, the California Department of Financial Institutions or other appropriate bank regulatory agency) for a redemption price equal to One Hundred Dollars (\$100.00) per share plus any declared and unpaid dividends.

(i) Rank.

The Series A Preferred Shares shall rank, with respect to the payment of dividends and the distribution of assets, senior to the common stock.

(k) <u>Issuance Only Upon Automatic Exchange.</u>

- (i) Each Series A Preferred Share shall only be issued in the event of an Automatic Exchange (as defined in Section 2(h) of Article VI of the Declaration of Trust) of the REIT Series Δ Preferred Shares into Series Δ Preferred Shares, in accordance with the terms of the Declaration of Trust.
- (ii) Upon an Exchange Event (as defined in Section 2(h) of Article VI of the Declaration of Trust), the corporation shall be unconditionally obligated to issue to each holder of REIT Series Δ Preferred Shares a certificate representing one Series Δ Preferred Share in exchange for each REIT Series Δ Preferred Share.

C. <u>Procedure for Redemption of the Series A Preferred Shares.</u>

If Series \wedge Preferred Shares are to be redeemed, the Board of Directors shall following procedures for the redemption.

(a) Notice of Redemption.

Upon any proposed redemption of the Series A Preferred Shares pursuant to and consistent with the rights and restrictions of Section B of this Article, notice of such redemption (a "Notice of Redemption") shall be mailed by first-class mail, postage prepaid, not less than 30 days nor more than 60 days prior to the date on which the Series A Preferred Shares are to be redeemed, as determined by the Board of Directors subject to the provisions of the Series A Preferred Shares (the "Redemption Date"), to the holders of record of the shares to be redeemed at their respective addresses as they shall appear in the records of the corporation; provided, however, that failure to give such notice or any defect therein or in the mailing thereof shall not affect the validity of the proceeding for the redemption of any shares so to be redeemed except as to the holder to whom the corporation has failed to give such notice or except as to the holder to whom notice was defective. Each such notice shall state: (A) the Redemption Date; (B) the Redemption Price; (C) the place or places where certificates for such shares are to be surrendered for payment of the Redemption Price; and (D) the CUSIP number of the shares being redeemed.

- Termination of Rights. If a Notice of Redemption shall have been given as aforesaid and the corporation shall have deposited on or before the Redemption Date a sum sufficient to redeem the Series A Preferred Shares as to which a Notice of Redemption has been given in trust with the transfer agent (to be identified and designated by the corporation at such time, or if no such transfer agent is identified and designated, then the transfer agent shall be Cathay Bank) with irrevocable instructions and authority to pay the Redemption Price to the holders thereof, or if no such deposit is made, then upon the Redemption Date (unless the corporation shall default in making payment of the Redemption Price), all rights of the holders thereof as holders of the capital stock of the corporation by reason of the ownership of such shares (except their right to receive the Redemption Price thereof without interest) shall cease and terminate, and such shares shall no longer be deemed outstanding for any purpose. The corporation shall be entitled to receive, from time to time, from the transfer agent the interest, if any, earned on such moneys deposited with it, and the holders of any shares so redeemed shall have no claim to any such interest. In case the holder of any shares of Series A Preferred Shares so called for redemption shall not claim the Redemption Price for its shares within six months after the related Redemption Date, the transfer agent shall, upon demand, pay over to the corporation such amount remaining on deposit, and the transfer agent shall thereupon be relieved of all responsibility to the holder of such shares, and h holder shall look only to the corporation for payment thereof.
- (c) <u>Deposit of Funds</u>. Not later than 2:00 p.m. Los Angeles Time, on the business day immediately preceding the Redemption Date, the corporation shall irrevocably deposit with the transfer agent sufficient funds for the payment of the Redemption Price for the shares to be redeemed on the Redemption Date and shall give the transfer agent irrevocable instructions to apply such funds, and, if applicable and so specified in the instructions, the income and proceeds therefrom, to the payment of such Redemption Price. The corporation may direct the transfer agent to invest any such available funds, provided, that the proceeds of any such investment will be available to the transfer agent in cash or cash equivalents at the opening of business on such Redemption Date.

(d) Right to Purchase.

Except as otherwise expressly set forth in Sections B of this Article, nothing contained in these Articles shall limit any legal right of the corporation to purchase or otherwise acquire any Series A Preferred Shares at any price, whether higher or lower than the Redemption Price, in private negotiated transactions, the over-the-counter market or otherwise.

(e) <u>Partial Redemption</u>. If the corporation shall not have funds legally available for the redemption of all Series A Preferred Shares on any Redemption Date, the corporation shall redeem on the Redemption Date only the number of Series A Preferred Shares as it shall have legally available funds to redeem, as determined in an equitable manner, and the remainder of the Series A Preferred Shares shall be redeemed, at the option of the corporation, on the earliest practicable date next following the day on which the corporation shall first have funds legally available for the redemption of such shares.

D. Preferred Stock.

The preferred stock may be divided into such number of series as the Board of Directors may determine and the Board of Directors may alter the rights, preferences, privileges and restrictions granted to or imposed upon any wholly unissued series of preferred stock, and

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may fix the number of shares of any series of preferred stock and the designation of any such series. The Board of Directors, within the limits and restrictions stated in any resolution or resolutions of the Board of Directors originally fixing the number of shares consisting such series, may increase or decrease (but not below the number of shares of such series then outstanding) the number of shares of any series subsequent to the issue of shares of that series."

[Renainder of page left intentionally blank; the signature page follows]

- 3. The amendments herein set forth have been duly approved by the Board of Directors.
- 4. The amendments herein set forth have been duly approved by the required vote of shareholders in accordance with Sections 902 and 903 of the California Corporations Code. The corporation has one class of shares of capital stock with 6.149,173 shares outstanding. The number of shares voting in favor of the amendment equals 100% of the outstanding shares. The number of shares voting in favor of the amendment equaled or exceeded the vote required.

We further declare under penalty of perjury under the laws of the State of California that the matters set forth in this Certificate are true and correct of our own knowledge.

Executed this 3rd day of February, 2005 at Los Angeles, California.

Dunson K. L'heng. Presiden

Michael M.Y. Chang, Secretary

In the Office of the Secretary of State of the State of California

MAY 1 5 2006

PLAN AND AGREEMENT OF MERGER

THIS PLAN AND AGREEMENT OF MERGER, dated as of May 15, 2006 (this "Merger Agreement"), is made and entered into by and among Great Eastern Bank, a New York state-chartered bank ("GEB"), Cathay Bank, a California state-chartered bank ("Buyer"), and Cathay General Bancorp, a Delaware corporation registered under the Bank Holding Company Act of 1956, as amended, and the parent of Buyer ("Cathay").

- A. The Boards of Directors of GEB and Buyer have approved and deemed it advisable and in the best interests of GEB and Buyer and their respective shareholders that GEB and Buyer consummate the business transaction provided for herein, in which GEB would merge with and into Buyer (the "Merger").
- B. GEB, Buyer and Cathay have entered into an Agreement and Plan of Merger dated as of February 16, 2006 (the "Agreement"), providing, among other things, for the execution and filing of this Merger Agreement and the commummation of the Merger.

In consideration of the promises and mutual agreements contained in this Merger Agreement and the Agreement, the parties to this Merger Agreement hereby agree that GEB shall be merged with and into Buyer in accordance with the provisions of the laws of the State of California and the State of New York, and upon the terms and subject to the conditions set forth as follows:

١. The Merger

- The Merger shall be pursuant to the provisions of, and with the effect provided in, the California General Corporation Law and the New York Banking Law, and the Merger shall become effective at 8:59 p.m. Pacific Time on May 15, 2006 (the "Effective Time of the Merger").
- At the Effective Time of the Merger, GEB shall be merged with (b) Acting Commissioner and into Buyer, and Buyer shall be the surviving corporation (the "Surviving Corporation"). Buyer shall thereupon succeed, without other transfer, to all rights and properties, and shall be subject to all the debts and liabilities, of GEB, and the separate existence of Buyer as a California corporation, with all of its purposes, objects, rights, powers, privileges, liabilities, obligations and franchises, shall continue unaffected and unimpaired by the Merger.

2. Corporate Governance.

(a) From and after the Effective Time of the Merger and until thereafter amended as provided by law, (i) the Articles of Incorporation of Buyer as in effect immediately prior to the Effective Time of the Merger shall be and continue to be the Articles of Incorporation of the Surviving Corporation; and (ii) the Bylaws of Buyer as in effect immediately prior to the Effective Time of the Merger shall be and continue to be the Bylaws of the Surviving Corporation.

APPROVED

May 9, 2006

BRIAN YUEN

of Financial Institutions

PAUL CRAYTON

Staff Counsel

- (b) At the Effective Time of the Merger, the directors and officers of the Surviving Corporation shall be those persons who are the directors and officers of Buyer at the Effective 1 ime of the Merger, and they shall continue to hold office from and after the Effective Time of the Merger until they shall have resigned or shall have been legally removed or until their respective successors shall have been elected and qualified.
- (c) The Surviving Corporation intends to continue to operate the following offices of GEB, which constitute all of the offices of GEB, for the foreseeable future following the Effective Time:

Address Owned/Leased

Midtown Manhattan Main Office (New York County)

Owned

235 Fifth Avenue

New York, NY 10016

Flushing (Queens County) Owned

41-48 Main Street

Flushing, NY 11354

Flushing North (Queens County)

Leased

36-54 Main Street

Flushing, NY 11355

Chinatown (New York County)

Leased

16-18 East Broadway

New York, NY 10002

Brooklyn (Kings County)

Leased

55-01 Highth Avenue

Brooklyn, NY 11220

3. Effect of Merger on Outstanding Shares.

In and by virtue of the Merger and at the Effective Time of the Merger, the shares of the common stock of Buyer ("Buyer Stock") and the shares of the capital stock of GEB ("GEB Stock") outstanding at the Effective Time of the Merger shall be affected as follows:

- (a) Effect on Buyer Stock. Each share of Buyer Stock issued and outstanding immediately prior to the Effective Time of the Merger shall remain unchanged.
 - (b) Effect on GEB Stock.

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(i) Each share of GEB Stock issued and outstanding immediately prior to the Effective Time of the Merger (other than (A) any such shares held directly or indirectly by GEB or Cathay (except for Trust Account Shares and DPC Shares) and (B) any such shares which are outstanding immediately prior to the Effective Time of the Merger and as to which shareholders have given notice of their intention to assert dissenters rights in accordance with Section

- 6022 of the New York Banking Law, Chapter 2 of the New York State Consolidated Laws) shall be converted into the right to receive \$58,44 in cash; and
- (ii) each share of GEB Stock that are owned directly or indirectly by GEB or Cathay (other than shares of GEB Stock (A) held directly or indirectly in trust accounts, managed accounts and the like or otherwise held in a fiduciary capacity for the benefit of third parties (any such shares and shares of GEB Stock which are similarly held being referred to herein as "Trust Account Shares") or (B) in respect of a debt previously contracted (any such shares of GEB Stock, being referred to herein as "DPC Shares")) shall be cuncelled and shall cease to exist and no cash or other consideration shall be delivered in exchange therefor.

4. General Provisions.

- (a) Amendment. This Merger Agreement may not be amended except by an instrument in writing signed on behalf of each of the parties hereto.
- (b) Successors and Assigns. This Merger Agreement shall be binding upon and enforceable by the parties hereto and their respective successors, assigns and transferees, but this Merger Agreement may not be assigned by any party hereto without the written consent of the other.
- (e) Governing Law. This Merger Agreement has been executed in the State of California, and the laws of the State of California shall govern the validity and interpretation hereof and the performance by the parties hereto, without giving effect to any choice or conflict of law provision or rule

fremainder of page intentionally left blank]

IN WITNESS WHEREOF, the parties have duly executed this Plan and Merger Agreement as of the date first written above. GREATLEAS By: Nanze: Dunson K. Cheng Title President Name: Michael M. Y. Chang Title: Secretary CATHAY BASIK By:_ Name: Dunson K. Cheng l'itle: Chairman and President Name: Michael M.Y. Chang Title: Secretary AL BANCORP By: Name: Dunson K. Cheng Title: Chairman and President Name: Michael M.Y. Chang Title: Secretary

CERTIFICATE OF APPROVAL OF PLAN AND AGREEMENT OF MERGER

Dunson K. Cheng and Michael M.Y. Chang certify that:

- 1. They are the Chairman and President and the Secretary, respectively, of Cathay Bank, a California corporation (the "Corporation").
- 2. The Plan and Agreement of Merger in the form attached hereto was duly approved by the Board of Directors of the Corporation by a majority vote of all the members thereof.
- 3. No vote of the shareholders of the Corporation was required pursuant to California Corporations Code Section 1201.
- 4. No vote of the shareholders of Cathay General Bancorp, the parent of the Corporation, was required.

We further declare under penalty of perjury under the laws of the State of California and under the laws of the State of New York that the matters set forth in this certificate are true and correct of our own knowledge.

Dated: May 15 th . 2006

Name: Dunson K. Cheng Title: Chairman and President

Name: Michael M.Y. Chang

Title: Secretary

CERTIFICATE OF APPROVAL OF PLAN AND AGREEMENT OF MERGER

Dunson K. Cheng and Michael M. Y. Chang certify that:

- 1. They are the President and the Secretary, respectively, of Great Eastern Bank, a New York corporation (the "Corporation").
- 2. The Plan and Agreement of Merger in the form attached hereto was duly approved by the Board of Directors of the Corporation by a majority vote of all the members thereof.
- 3. The Plan and Agreement of Merger was submitted to the stockholders of the Corporation at a meeting thereof held upon notice of at least fifteen days, specifying the time, place and object of such meeting and addressed to each stockholder at the address appearing upon the books of the Corporation and published at least once a week for two successive weeks in one newspaper in each county in which any of the merging corporations has its principal place of business.
- 4. Such Plan and Agreement of Merger was approved at such meeting by stockholders owning at least two-thirds in amount of the stock of the Corporation. The number of shares voting in favor of the merger equaled or exceeded the vote required. The percentage vote required was more than 66.67%.
- 5. There is one (1) class of voting stock, and the number of shares of such class outstanding is 1.728.333.

We further declare under penalty of perjury under the laws of the State of California and under the laws of the State of New York that the matters set forth in this certificate are true and correct of our own knowledge.

Dated: May 1546 , 2006

Name: Michael M. Y. Chang

Namel Dunson K. Cheng

Title: VPresident

Title: Secretary

DEPARTMENT OF FINANCIAL INSTITUTIONS

BRIAN YUEN, ACTING COMMISSIONER 111 PINE STREET, SUITE 1100 SAN FRANCISCO, CA 94111-5613 (415) 263-8555 http://www.dli.ca.gov



May 17, 2006

The Honorable Bruce McPherson Secretary of State 1500 11th Street Sacramento, CA 95814

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Re: Cathay Bank — Merger of Great Eastern Bank

Dear Mr. McPherson:

This is in reference to the merger of Cathay Bank and Great Eastern Bank.

On May 9, 2006, in accordance with Financial Code Section 4887(a), the Commissioner of Financial Institutions approved the Plan and Agreement of Merger relating to the referenced transaction, and the Commissioner's approval was endorsed on the Plan and Agreement of Merger. On May 15, 2006, the Plan and Agreement of Merger with the Commissioner's approval endorsed thereon was filed with you. Finally, a copy of the Plan and Agreement of Merger certified by you was filed with the Commissioner as of 8:59 p.m., May 15, 2006. At that time, pursuant to Financial Code Section 4887(b), the merger became effective for all purposes.

If you require any additional information regarding this matter, please contact me at (415) 263-8541.

Very truly yours,

PAULT. CRAYTON

Staff Counsel

PTC:acp

: Maureen A. Young, Bingham McCutchen, LLP

Federal Deposit Insurance Corporation, San Francisco

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APPROVED October 16, 2006

MICHAEL A. KELLEY Acting Commissioner of Financial Institutions

By Carris Ol Pader by of

JAMES M. PATTEN Senior Counsel

OF

NEW ASIA BANK WITH AND INTO CATHAY BANK

OOT 1 7 2006

This AGREEMENT OF MERGER is entered into on October 6, 2006 by and between CATHAY BANK 1 California banking corporation (herein "Surviving Corporation") and NEW ASIA BANK, an Illinois state-chartered commercial bank (herein "Terminating Corporation") as approved by the Board of Directors of each of said corporations:

FIRST: Terminating Corporation shall be merged with and into Surviving Corporation. The laws of the jurisdiction of incorporation of the Terminating Corporation permit the merger of a business corporation of said jurisdiction with and into a business corporation of another jurisdiction.

The separate existence of the Terminating Corporation shall cease upon SECOND: the effective date of the merger in accordance with the provisions of the laws of the jurisdiction of incorporation of said corporation.

The Surviving Corporation shall continue its existence under its present THIRD: name pursuant to the provisions of the General Corporation Law of the State of California.

The Articles of Incorporation of the Surviving Corporation upon the FOURTH: effective date of the merger in the State of California shall be the Articles of Incorporation of said Surviving Corporation and shall continue in full force and effect until amended and changed in the manner prescribed by the provisions of the General Corporation Law of the State of California.

The bylaws of the Surviving Corporation upon the effective date of the merger in the State of California shall be the bylaws of said Surviving Corporation and aball continue in full force and effect until changed, altered or generaled as therein movided and in the manner prescribed by the provisions of the General Corporation Law of the Earls of Calif

SIXTH: The directors and officers in office of the Surviving Corporation upon the effective date of the merger in the State of California shall continue to be the members of the Board of Directors and the officers of the Surviving Corporation, all of whom shall hold their directorships and offices until the election, choice, and qualification of their respective successors or until their tenure is otherwise terminated in accordance with the bylaws of the Surviving Corporation.

SEVENTH: Each issued share of the Terminating Corporation shall, upon the complete effective date of the merger, be cancelled without consideration. The issued shares of the Surviving Corporation shall not be converted or exchanged in any manner or any consideration be paid therefor, but each said share which is issued as of the complete effective date of the merger shall continue to represent one issued share of the Surviving Corporation.

EIGHTH: In the event that the merger herein provided for shall have been fully authorized in accordance with the provisions of the laws of the jurisdiction of incorporation of the Terminating Corporation and in accordance with the provisions of the Corporation Law of the State of California, the Terminating Corporation and the Surviving pration hereby agree that they will cause to be executed and filed and/or recorded any document or documents prescribed by the laws of the State of Illinois and of the State of California, and that they will cause to be performed all necessary acts therein and elsewhere to effectuate the merger.

NINTH: The Board of Directors and the proper officers of the Terminating Corporation and of the Surviving Corporation, respectively, are hereby authorized, empowered and directed to do any and all acts and things, and to make, execute, deliver, file, and/or record any and all instruments, papers and documents which shall be or become necessary, proper or convenient to carry out or put into effect any of the provisions of this Agreement of Merger or of the Merger herein provided for.

TENTH: October 18, 2006.	The effective date and ti	me of	the merger shall be 10:01 a.m., EDT on
Executed on this 6	day of October, 2006		
		САТН	IAY BANK
		By:	Dunson K. Cheng, President
			V
		By: Ñ	Aichael M.Y. Chang, Secretary
Executed on this 16 h	lay of October, 2006		
)	۷EW /	ASIA BANK
	1	3у: <u>В</u>	enjamin W. Wong, Chairman of the Board
	*	3y: <u> </u>	dward C. Sevik, Chief Financial Officer

October 18, 2006.	he effective date and	time of the merger shall be 10:01 a.m., EDT on
Executed on this 6	ay of October, 2006	
		CATHAY BANK
		By: Dunson K. Cheng, President
		By: M.Y. Chang. Secretar.
Executed on this Let do	ny of October, 2006	
		NEW ASIA BANK By: Bujanin W. Wong, Chairman of the Board
		By: Edward C. Sevik, Chief Financial Officer

CERTIFICATE OF APPROVAL OF AGREEMENT OF MERGER OF <u>CATHAY BANK</u>

Dunson K. Cheng and Michael M.Y. Chang state and certify that:

- 1. They are the President and Secretary, respectively of CATHAY BANK, a California corporation (the "Corporation").
- 2. The Agreement of Merger in the form attached was duly approved by the Board of Directors and shareholders of the Corporation.
- 3. There are two classes of shares, but only one class of shares, Common Stock, is outstanding and the total number of outstanding shares of Common Stock is 6,149,173.
- 4. Shareholder approval was by the affirmative vote of sole shareholder of 100% of the outstanding shares of the Corporation.
- 5. The principal terms of the Agreement of Merger in the form attached were approved by the Corporation by a vote of the number of shares which equaled or exceeded the vote required.

On the date set forth below, in the City of Los Angeles in the State of California, each of the undersigned does hereby declare under the penalty of perjury that he signed the foregoing certificate in the official capacity set forth beneath his signature, and that the statements set forth in said certificate are true of his own knowledge.

Signed on October 6, 2006

Dunson K. Cheng, President

Michael M.Y. Chang, Secretary

CERTIFICATE OF APPROVAL OF AGREEMENT OF MERGER OF NEW ASIA BANK

Benjamin W. Wong and Edward C. Sevik state and certify that:

- 1. They are the Chairman of the Board and Chief Financial Officer, respectively of NEW ASIA BANK, an Illinois corporation (the "Corporation").
- 2. The Agreement of Merger in the form attached was duly approved by the Board of Directors and shareholders of the Corporation.
- 3. There is only one class of shares and the total number of outstanding shares is 354,884 of Common Stock.
- 4. Shareholder approval was by the affirmative vote of the sole shareholder of 100% of the outstanding shares of the Corporation.
- 5. The principal terms of the Agreement of Merger in the form attached were approved by the Corporation by a vote of the number of shares which equaled or exceeded the vote required.

On the date set forth below, in the City of Chicago in the State of Illinois, each hereby declare under the penalty of perjury that he signed the foregoing certificate in the official capacity set forth beneath his signature, and that the statements set forth in said certificate are true of his own knowledge.

Signed on October 16, 2006

Benjamin W. Wong, Chairman of the Board

Edward C. Sevik, Chief Financial Officer

DEPARTMENT OF FINANCIAL INSTITUTIONS

MICHAEL A. KELLEY, ACTING COMMISSIONET 111 PINE STREET, SPITE 1100 SAN FRANCISCO, CA 94111-5613 (415) 263-8555 http://www.dfi.ca.gov

October 18, 2006

Bruce McPherson Secretary of State 1500 11th Street Sacramento, CA 95814

Re: Cathay Bank - Merger of New Asia Bank

Dear Mr. McPherson:

This is in reference to the merger of Cathay Bank and New Asia Bank.

On October 8, 2006, in accordance with Financial Code Section 4887(a), the Commissioner of Financial Institutions approved the Agreement of Merger relating to the referenced transaction and the Commissioner's approval was endorsed on the Agreement of Merger on October 16, 2006. On October 17, 2006, the Agreement of Merger with the Commissioner's approval endorsed thereon was filed with you. Finally, a copy of the Agreement of Merger certified by you was filed with the Commissioner at approximately 7:01 a.m., October 18, 2006. At that time, pursuant to Financial Code Section 4887(b), the merger became effective for all purposes.

If you require any additional information regarding this matter, please contact me at (415) 263-8514.

JAMES M. PATTEN

Senior Counsel

JMP;acp

Sincerely,

cc: Federal Reserve Bank, San Francisco

Federal Deposit Insurance Corporation, San Francisco

APPROVED March 29, 2007 MICHAEL A KELLEY Commissioner of Financial Institutions

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MAR 3 0 2007

KENNETH SAYRE-PETERSON Assistant General Counsel

AGREEMENT OF MERGER

OF

UNITED HERITAGE BANK WITH AND INTO

CATHAY BANK

This AGREEMENT OF MERGER is entered into on March $\stackrel{5}{\cancel{50}}$, 2007 by and between CATHAY BANK, a California banking corporation (I erein "Surviving Corporation") and UNITED HERITAGE BANK, a New Jersey state-chartered commercial bank (herein "Terminating Corporation") as approved by the Board of Directors of each of said corporations:

Cathay Interim Bank ("CIB"), a wholly-owned subsidiary of the parent of FIRST: Surviving Corporation, Cathay General Bancorp ("CGB"), shall be merged with and into Terminating Corporation (the "Interim Merger"), immediately followed by the merger of Terminating Corporation with and into Surviving Corporation (the "Merger"). The laws of the jurisdiction of incorporation of the Terminating Corporation permit the merger of a business corporation of said jurisdiction with and into a business corporation of another jurisdiction.

The separate existence of the Terminating Corporation shall cease upon SECOND: the effective date of the Merger in accordance with the provisions of the laws of the jurisdiction of incorporation of said corporation.

The Surviving Corporation shall continue its existence under its present THIRD: name pursuant to the provisions of the General Corporation Law of the State of California.

The Articles of Incorporation of the Surviving Corporation upon the FOURTH: effective date of the Merger in the State of California shall be the Articles of Incorporation of said Surviving Corporation and shall continue in full force and effect until amended and changed in the manner prescribed by the provisions of the General Corporation Law of the State of California.

The bylaws of the Surviving Corporation upon the effective date of the FIFTH: Merger in the State of California shall be the bylaws of said Surviving Corporation and shall continue in full force and effect until changed, altered or amended as therein provided and in the manner prescribed by the provisions of the General Corporation Law of the State of California.

California Merger - Foreign into Domestic Corporation - 1

SIXTH: The directors and officers in office of the Surviving Corporation upon the effective date of the Merger in the State of California shall continue to be the members of the Board of Directors and the officers of the Surviving Corporation, all of whom shall hold their directorships and offices until the election, choice, and qualification of their respective successors or until their tenure is otherwise terminated in accordance with the bylaws of the Surviving Corporation.

SEVENTH: Each issued share of the Terminating Corporation shall, upon the effective date and time of the Merger (the "Effective Time"), by virtue of this Agreement of Merger, without any action on the part of the holder thereof, be cancelled without consideration and cease to exist.

EIGHTH: In the event that the Merger herein provided for shall have been fully authorized in accordance with the provisions of the laws of the jurisdiction of incorporation of the Terminating Corporation and in accordance with the provisions of the General Corporation Law of the State of California, the Terminating Corporation and the Surviving Corporation hereby agree that they will cause to be executed and filed and/or recorded any document or documents prescribed by the laws of the State of New Jersey and of the State of California, and that they will cause to be performed all necessary acts therein and elsewhere to effectuate the Interim Merger and the Merger.

NINTH: The Board of Directors and the proper officers of the Terminating Corporation and of the Surviving Corporation, respectively, are hereby authorized, empowered and directed to do any and all acts and things, and to make, execute, deliver, file, and/or record any and all instruments, papers and documents which shall be or become necessary, proper or convenient to carry out or put into effect any of the provisions of this Agreement of Merger or of the Merger herein provided for.

TENTH: The effective date and time of the Merger shall be as prescribed by law.

Executed on this 334 day of March, 2007

CATHAY BANK

By:

Dunson K. Cheng, Presiden

Bv:

Michael M.Y. Chang, Secretary

Executed on this 3th day of March, 2007

UNITED HERTTAGE BANK

Bv:

Dunson K. Cheng, Chief Executive Officer

By

Perry Oei, Secretary

CERTIFICATE OF APPROVAL OF AGREEMENT OF MERGER OF CATHAY BANK

Dunson K. Cheng and Michael M.Y. Chang state and certify that:

- 1. They are the President and Secretary, respectively of CATHAY BANK, a California corporation (the "Corporation").
- 2. The Agreement of Merger in the form attached was duly approved by the Board of Directors and shareholders of the Corporation.
- 3. There are two classes of shares, but only one class of shares, Common Stock, is outstanding and the total number of outstanding shares of Common Stock is 6,149,173.
- 4. Shareholder approval was by the affirmative vote of the sole shareholder of 100% of the outstanding shares of the Corporation.
- 5. The principal terms of the Agreement of Merger in the form attached were approved by the Corporation by a vote of the number of shares which equaled or exceeded the vote required.

On the date set forth below, in the City of Los Angeles in the State of California, each of the undersigned does hereby declare under the penalty of perjury that he signed the foregoing certificate in the official capacity set forth beneath his signature, and that the statements set forth in said certificate are true of his own knowledge.

Signed on March 20, 2007

Dunson K. Cheng, Presiden

Michael M.Y. Chang, Secretary

CERTIFICATE OF APPROVAL OF AGREEMENT OF MERGER OF UNITED HERITAGE BANK

Dunson K. Cheng and Perry Oei state and certify that:

- 1. They are the Chief Executive Officer and Secretary, respectively of UNITED HERITAGE BANK, a New Jersey corporation (the "Corporation").
- 2. The Agreement of Merger in the form attached was duly approved by the Board of Directors and shareholders of the Corporation.
- 3. There is only one class of shares and the total number of outstanding shares is 1,000,000 of Common Stock.
- 4. Shareholder approval was by the affirmative vote to the sole shareholder of 100% of the outstanding shares of the Corporation.
- 5. The principal terms of the Agreement of Merger in the form attached were approved by the Corporation by a vote of the number of shares which equaled or exceeded the vote required.

On the date set forth below, in the City of Los Angeles in the State of California, each hereby declare under the penalty of perjury that he signed the foregoing certificate in the official capacity set forth beneath his signature, and that the statements set forth in said certificate are true of his own knowledge.

Signed on March <u>30</u>, 2007

Dunson K/ Cheng, Chief Excentive Officer

Perry Oci, Secretary

APPROVED September 26, 2013 JAN LYNN OWEN

Department of Business Oversight

TONY LEHITONEN Senior Counsel

CERTIFICATE OF AMENDMENT OF-ARTICLES OF INCORPORATION of

State of California CATHAY BANK

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Dunson Cheng and Perry Oei certify that:

- 1. They are the President and the Secretary, respectively, of Cathay Bank, a California corporation.
- 2. The first paragraph of Article III of the Articles of Incorporation of this corporation is amended to read as follows:

"This corporation is authorized to issue only two classes of shares of stock; the total number of shares which the corporation is authorized to issue is 2,000,000, consisting of 1,000,000 shares of common stock and 1,000,000 shares of preferred stock. The preferred stock shall be divided into (i) 500,000 shares of adjustable rate Noncumulative Preferred Stock, Series A (the "Series A Preferred Shares") with rights, preferences, privileges and restrictions thereof as set forth in this Article III and (ii) 500,000 shares of preferred stock with rights, preferences, privileges and restrictions as set forth in Section (D) of this Article III."

- 3. The foregoing amendment of the Articles of Incorporation has been duly approved by the board of directors.
- 4. The foregoing amendment of Articles of Incorporation has been duly approved by the required vote of shareholders in accordance with Section 902, California Corporations Code. The corporation has one class of shares of stock outstanding. The total number of outstanding shares of the corporation is 100. The number of shares voting in favor of the amendment equaled or exceeded the vote required. The percentage vote required was more than 50%.

We further declare under penalty of perjury under the laws of the State of California that the matters set forth in this certificate are true and correct of our own knowledge.

DATE: September 19, 2013

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I hereby certify that the foregoing transcript of S1 page(s) a full, true and correct copy of the original record in the custody of the Celifornia Secretary of State's office.

DEC 0 9 2013

Date:

DEBRA BOWEN, Secretary of State