



568240

JACK BECK CORPORATION

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CGCO56700

December 10, 1996

Florida Department of State
Division of Corporations
P.O. Box 6327
Tallahassee, Florida 32314

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To whom it may concern,

Enclosed please find original documents entitled PLAN OF MERGER and ARTICLES OF MERGER. These documents memorialize a transaction concerning Northbeck, Inc., an Indiana corporation and Jack Beck Corporation, a Florida corporation. Jack Beck Corporation is the Surviving Corporation.

You will also find our check in the amount of seventy dollars (\$70.00) which represents the filing fee required.

Kindly review and return approved copies. Should you have any questions or concerns, please contact me at (800) 569-3090.

Your anticipated cooperation is greatly appreciated.

Sincerely,

Steve Goot
Vice President

568240

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12-13-96

SECRETARY OF STATE
TALLAHASSEE, FLORIDA

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APPROVED
AND
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ARTICLES OF MERGER
Merger Sheet

MERGING: -----

NORTHBECK, INC., a non qualified Indiana corporation

INTO

JACK BECK CORPORATION, a Florida corporation, 568240.

File date: December 13, 1996

Corporate Specialist: Carol Mustain

PLAN OF MERGER

This Agreement of Merger dated as of November 20, 1996 between Northbeck, Inc., having been incorporated in the State of Indiana on September 14, 1992 and Jack Beck Corporation, having been incorporated in the State of Florida on April 10, 1978.

1. **Merger of Northbeck, Inc. into Jack Beck Corporation.** Upon the effective date, Northbeck, Inc. shall be merged with and into Jack Beck Corporation and the separate existence of Northbeck, Inc. shall cease. Jack Beck Corporation shall continue its corporate existence under the laws of the State of Florida and through the directors and officers of Jack Beck Corporation.
2. **Certificate of Incorporation and Bylaws.** The Certificate of Incorporation of Northbeck, Inc. shall be the Certificate of Incorporation of Jack Beck Corporation upon the effective date, until the same shall be altered, amended or repealed in the manner prescribed by law, and the terms and provisions thereof are hereby incorporated in this agreement with the same force and effect as though herein set forth in full.
3. **Status and Conversion of Shares.** Upon the effective date, each issued and outstanding share of Northbeck, Inc. Common Stock, having no par value, all of which is owned by Jack Beck Corporation, shall cease to exist.
4. **Stockholders Approval.** This agreement shall be submitted for approval to the stockholders of Northbeck, Inc. and Jack Beck Corporation, respectively, at meeting thereof held on or prior to December 15, 1996, called and held separately in accordance with the laws of Indiana and Florida, respectively, and if approval by such stockholders by the votes required by law, then Articles of Merger, reflecting this agreement, in the form required under Indiana law shall be delivered to the Indiana Secretary of State and Florida Department of State, Division of Corporations.
5. **Further Assurance.** Before January 1, 1997, Northbeck, Inc. and Jack Beck Corporation shall, subject to the terms and conditions of this Agreement, take all such action as shall be necessary and appropriate in order to effectuate this merger. In case, at any time after January 1, 1997, presumed effective date, any further action or instruments of conveyance are necessary or desirable in order to vest in and confirm to Jack Beck Corporation full title to and possession of all the properties, assets, rights, privileges and franchises of Northbeck, Inc., then the persons who were officers and directors of Northbeck, Inc. as the effective date shall as such officers and directors that all such action and execute and deliver all such instruments as necessary or desirable.
6. **Representations and Warranties by Northbeck, Inc.**
 - a.) Northbeck, Inc. represents and warrants that it is a corporation duly organized, validly existing and in good standing under the laws of the State of Indiana and has corporate power to carry on its business as it is now being conducted. Northbeck, Inc. has

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authorized capital stock consisting of 1,000 shares of no par value common stock. The number of shares issued and outstanding is 1,000 shares.

- b.) At the meeting of the Northbeck, Inc. stockholders called to vote upon this agreement, the stockholders entitled to vote thereon will be the holders of all shares of common stock outstanding. The copies of Northbeck, Inc. Articles of Incorporation and bylaws which have been delivered to Jack Beck Corporation are complete and correct.
- c.) The consummation of the transactions contemplated by this Agreement will not result in any breach or violation of, or default under, any judgment, decree, mortgage, agreement, indenture or other instrument applicable to Northbeck, Inc.
- d.) The execution, delivery and performance of this Agreement by Northbeck, Inc. have been duly approved by Northbeck, Inc. Board of Directors, subject to approval by holders of common stock in the manner required by Indiana law.
- e.) Full disclosure of Northbeck, Inc. financial records and reports have been provided to Jack Beck Corporation. There has not been any material or adverse change in Northbeck, Inc. financial condition, assets, liabilities or business (other than changes in the ordinary course of business).
- f.) Northbeck, Inc., has delivered accurate lists of real property owned; outstanding leases, and negotiated contracts concerning same; all policies of insurance in force covering their respective properties, building, equipment, furniture, fixtures and operations; the name of any bank in which Northbeck, Inc. has an account, nature and character of any law suits, if any.

7. Representations and Warranties by Jack Beck Corporation.

- a.) Jack Beck Corporation represents and warrants that it is a corporation duly organized, validly existing and in good standing under the laws of the State of Florida and has corporate power to carry on its business as it is now being conducted. Jack Beck Corporation has authorized capital stock consisting of 1,000 shares of no par value common stock. The number of shares issued and outstanding is 500 shares, and 500 shares are held as treasury stock.
- b.) At the meeting of the Jack Beck Corporation stockholders called to vote upon this Agreement, the stockholders entitled to vote thereon will be the holders of all shares of common stock outstanding.
- c.) The execution, delivery and performance of this Agreement by Jack Beck Corporation has been duly approved by Jack Beck Corporation Board of Directors, subject to approval by holders of common stock in the manner required by Florida law.
- d.) Full disclosure of Jack Beck Corporation financial records and reports have been provided to Northbeck, Inc. There has not been any material or adverse change in Jack Beck Corporation financial condition, assets, liabilities or business (other than changes in the ordinary course of business).

- 8. Conduct of Business Pending Effective Date.** Northbeck, Inc. and Jack Beck Corporation agree that they shall respectively be allowed to conduct business in their ordinary course without limitation and that full disclosure shall be provided as to any matters which may effect the financial condition of Northbeck, Inc. from the date of this agreement to the effective date of the merger.

9. **Certain Effects of Merger.** On the effective date, all the rights, privileges, powers and franchises of Northbeck, Inc. shall be possessed by Jack Beck Corporation, subject to the restrictions, disabilities and duties of Northbeck, Inc. and all the rights, privileges, powers and franchises of Northbeck, Inc. and all property, real, personal and mixed and all debts due to Northbeck, Inc. on whatever account, shall be vested in Jack Beck Corporation, and all property, rights, privileges, powers and franchises and all and every other interest shall thereafter be as effectually the property of Jack Beck Corporation as they were of Northbeck, Inc., and the title to any real estate vested by deed or otherwise under the laws of Indiana or any other jurisdiction shall not revert or be in any way be impaired by reason of the merger herein provided for; but all rights of creditors and all liens upon any property of Northbeck, Inc. shall be preserved unimpaired, and all debts, liabilities and duties of Northbeck, Inc. shall upon the effective date attach to Jack Beck Corporation and may be enforced against it to the same extent as if such debts, liabilities and duties had been incurred or contracted by it.

10. **Entire Agreement.** This agreement embodies the entire agreement between the parties and there have been and are no agreements, representation or warranties between the parties other than those set forth herein or therein provided for. Either party may waive any inaccuracies in the representations and warranties by the other and compliance by the other with any of the conditions herein.

11. **General.** This agreement may be executed simultaneously in two or more counterparts, each of which shall be deemed to be an original, but all of which taken together shall constitute one and the same instrument.

In witness thereof, the undersigned parties hereto have duly executed this Agreement as of the date first above written.

Jack Beck Corporation

by: Patrick W. McKernan Patrick McKernan, President

Attest by: Jenny McKernan Jenny McKernan, Secretary

Northbeck, Inc.

by: Patrick W. McKernan Patrick McKernan, President

Attest by: Stephen Goot Stephen Goot, Secretary