

J 89 739

ARTICLES OF MERGER  
Merger Sheet

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MERGING:

TAMPA MGPC, INC., a FL corp., H91811  
TAMPA CASTLE MGPC, INC., a FL corp., H91809  
ORLANDO MGPC, INC., a FL corp., J89739  
ORLANDO CASTLE MGPC, INC., a FL corp., H91833  
MIAMI CASTLE MGPC, INC., a FL corp., H91838

100002731401--1

INTO

**AUSTIN MGPC, INC.**, a Delaware corporation not qualified in Florida.

File date: December 30, 1998, effective December 31, 1998

Corporate Specialist: Susan Payne

Account number: 072100000032

Account charged: 210.00



THE UNITED STATES  
CORPORATION  
COMPANY

ACCOUNT NO. : 072100000032

REFERENCE : 080168 4331602

AUTHORIZATION :

*Patricia Piquero*

COST LIMIT : \$ 210.00

ORDER DATE : December 28, 1998

ORDER TIME : 1:52 PM

ORDER NO. : 080168-015

CUSTOMER NO: 4331602

000002727010--7

CUSTOMER: Robin L. Bennett, Legal Asst  
Munsch Hardt Kopf & Harr, P.c.  
4000 Fountain Place  
1445 Ross Avenue  
Dallas, TX 75202-2790

ARTICLES OF MERGER

EFFECTIVE DATE

12/31/98

TAMPA MGPC, INC-TAMPA CASTLE MG

INTO

AUSTIN MGPC, INC.

FILED  
SECRETARY OF STATE  
DIVISION OF CORPORATIONS  
98 DEC 30 PM 3:51

PLEASE RETURN THE FOLLOWING AS PROOF OF FILING:

       CERTIFIED COPY  
XX        PLAIN STAMPED COPY

CONTACT PERSON: Cassandra Lamm

EXAMINER'S INITIALS:

*merger*

*Sp*

*12/31/98*

**ARTICLES OF MERGER**  
**OF**  
**TAMPA MGPC, INC., TAMPA CASTLE MGPC, INC.**  
**ORLANDO MGPC, INC., ORLANDO CASTLE MGPC, INC.**  
**MIAMI CASTLE MGPC, INC.**  
**AND**  
**AUSTIN MGPC, INC.**  
**dated as of December 23, 1998**

FILED  
SECRETARY OF STATE  
DIVISION OF CORPORATIONS

98 DEC 30 PM 3:51

**EFFECTIVE DATE**  
12/31/98

To the Department of State  
State of Florida

Pursuant to the provisions of the Florida Business Corporation Act, the domestic business corporations and the foreign business corporation herein named do hereby submit the following articles of merger.

1. Annexed hereto and made a part hereof is the Agreement and Plan of Merger (the "Plan of Merger") for merging each of Tampa MGPC, Inc. ("Tampa MGPC"), Tampa Castle MGPC, Inc. ("Tampa Castle"), Orlando MGPC, Inc. ("Orlando MGPC"), Orlando Castle MGPC, Inc. ("Orlando Castle") and Miami Castle MGPC, Inc. ("Miami Castle") with and into Austin MGPC, Inc. (the "Surviving Corporation").

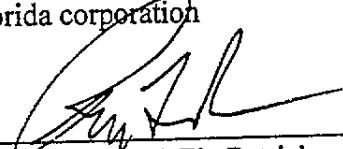
2. The shareholders of Tampa MGPC, Tampa Castle, Orlando MGPC, Orlando Castle and Miami Castle entitled to vote on the Plan of Merger approved and adopted the Plan of Merger by written consent given by them on December 23, 1998, in accordance with the provisions of Section 607.0704 of the Florida Business Corporation Act.

3. The Merger of Tampa MGPC, Tampa Castle, Orlando MGPC, Orlando Castle and Miami Castle with and into the Surviving Corporation is permitted by the laws of the State of Texas, the jurisdiction of organization of the Surviving Corporation, and has been authorized in compliance with such laws. The date of approval and adoption of the Plan of Merger by the shareholders of the Surviving Corporation was December 23, 1998.

4. The effective time and date of the Merger in the State of Florida shall be 1:01 p.m. Eastern time on December 31, 1998.

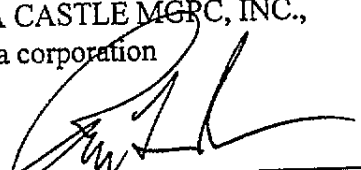
[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

TAMPA MGPC, INC.,  
a Florida corporation

By: 

Name: Richard M. FitzPatrick  
Capacity: Vice President

TAMPA CASTLE MGPC, INC.,  
a Florida corporation

By: 

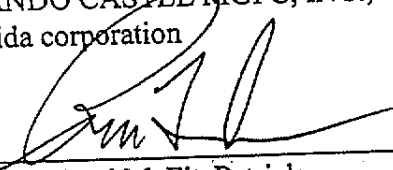
Name: Richard M. FitzPatrick  
Capacity: Vice President

ORLANDO MGPC, INC.,  
a Florida corporation

By: 

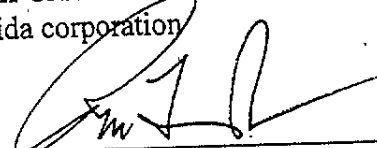
Name: Richard M. FitzPatrick  
Capacity: Vice President

ORLANDO CASTLE MGPC, INC.,  
a Florida corporation

By: 

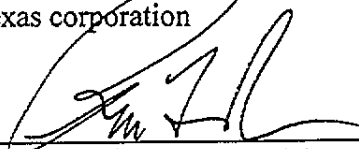
Name: Richard M. FitzPatrick  
Capacity: Vice President

MIAMI CASTLE MGPC, INC.,  
a Florida corporation

By: 

Name: Richard M. FitzPatrick  
Capacity: Vice President

AUSTIN MGPC, INC.,  
a Texas corporation

By: 

Name: Richard M. FitzPatrick

Capacity: Vice President

## AGREEMENT AND PLAN OF MERGER

THIS AGREEMENT AND PLAN OF MERGER (this "Agreement"), dated as of December 15, 1998, is executed by Amusement Co., Inc., a Delaware corporation ("Amusement Co."), Amusement Co. Partners, Inc., a Delaware corporation ("Amusement Partners"), Cincinnati MGPC, Inc., an Ohio corporation ("Cincinnati MGPC"), Columbus MGPC, Inc., an Ohio corporation ("Columbus MGPC"), Dallas MGPC, Inc., a Texas corporation ("Dallas MGPC"), Denver MGPC, Inc., a Colorado corporation ("Denver MGPC"), FG of Regency, Inc., a Georgia corporation ("FG"), Houston II MGPC, Inc., a Texas corporation ("Houston MGPC"), Houston Castle MGPC, Inc., a Texas corporation ("Houston Castle"), Lenexa MGPC, Inc., a Kansas corporation ("Lenexa MGPC"), Miami Castle MGPC, Inc., a Florida corporation ("Miami Castle"), Mount Laurel MGPC, Inc., a New Jersey corporation ("Mount Laurel MGPC"), Mountasia Partners I, Inc., a Georgia corporation ("Mountasia Partners"), Mountasia-MEI Manufacturing Company, Inc., a Georgia corporation ("Manufacturing"), Orlando MGPC, Inc., a Florida corporation ("Orlando MGPC"), Orlando Castle MGPC, Inc., a Florida corporation ("Orlando Castle"), Tampa MGPC, Inc., a Florida corporation ("Tampa MGPC"), Tampa Castle MGPC, Inc., a Florida corporation ("Tampa Castle"), Tempe MGPC, Inc., an Arizona corporation ("Tempe MGPC") (collectively, the foregoing corporations are the "Non-Surviving Corporations"), and Austin MGPC, Inc., a Texas corporation, (the "Surviving Corporation").

### RECITALS:

The respective Boards of Directors and shareholders of the Surviving Corporation and each Non-Surviving Corporation deem it advisable for each Non-Surviving Corporation to merge with and into the Surviving Corporation as authorized by the applicable provisions of the Arizona Revised Statutes Annotated ("ARSA"), the Colorado Business Corporation Act ("CBCA"), the Delaware General Corporation Law ("DCGL"), the Florida Business Corporation Act ("FBCA"), the Georgia Business Corporation Code ("GBCC"), the Kansas General Corporation Code ("KGCC"), the applicable provisions of the Revised Statutes of Ohio ("RSO"), the New Jersey Business Corporation Act ("NJBCA"), and the Texas Business Corporation Act ("TBCA") on the terms set forth herein.

### AGREEMENT:

NOW, THEREFORE, in consideration of the promises and the mutual agreements, covenants and provisions herein contained, the parties hereto agree as follows:

### ARTICLE I

#### The Merger

1.1 Merger. At the Effective Time (as defined in Section 1.2), each Non-Surviving Corporation shall be merged with and into the Surviving Corporation, the separate existence of such Non-Surviving Corporation shall cease, and the Surviving Corporation, as the surviving corporation of the Merger, shall continue to exist by virtue of and shall be governed by the laws of the State of Texas.

1.2 Effective Time of Merger. A Certificate of Merger or Articles of Merger shall be filed with the Secretary of State of the States of, as appropriate, Arizona, Colorado, Delaware, Florida, Georgia, Kansas, Ohio, New Jersey or Texas, which certificate or articles shall set forth the information required by, and otherwise in compliance with, the (i) ARSA, (ii) CGCL, (iii) DCGL, (iv) FBCA, (v) GBCC, (vi) KGCC, (vii) NJBCA, (viii) RSO, or (ix) TBCA, and the merger of the Non-Surviving Corporations with and into the Surviving Corporation shall become effective on December 31, 1998, at 12:01 p.m. Central Time (the "Effective Time").

1.3 Effect of Merger. At the Effective Time of each Merger, the Surviving Corporation will, without further action, as provided by the laws of, as applicable, the States of Arizona, Colorado, Delaware, Florida, Georgia, Kansas, New Jersey, Ohio and Texas, succeed to and possess all the rights, privileges, and powers, of a public as well as of a private nature, of the Non-Surviving Corporations; and all property, real, personal and mixed, and all debts due on whatsoever account, including subscriptions to shares, and all other causes in action, and all and every other interest, of or belonging to or due to such Non-Surviving Corporation, shall be deemed to be vested in the Surviving Corporation without further act or deed; and the title to any real estate, or any interest therein, vested in such Surviving Corporation or in the Non-Surviving Corporations shall not revert or be in any way impaired by reason of the Merger. Such vesting in the Surviving Corporation shall be deemed to occur by operation of law and no consent to or approval of any other person shall be required in connection with any such transfer or vesting unless such consent or approval is specifically required in the event of merger by law or express provision in any contract, agreement, decree, order or other instrument to which the Surviving Corporation or any Non-Surviving Corporation is a party or by which any of them is bound.

The Surviving Corporation shall thenceforth be responsible and liable for all debts, liabilities and duties of the Non-Surviving Corporations, which may be enforced against the Surviving Corporation to the same extent as if said debts, liabilities and duties had been incurred or contracted by it. Neither the rights of creditors nor any liens upon the property of the Surviving Corporation or the Non-Surviving Corporations shall be impaired by the Merger. Any claim existing or action or proceeding pending by or against the Surviving Corporation or any Non-Surviving Corporation at the Effective Time of the Merger may be prosecuted or continued as if the Merger had not taken place, or the Surviving Corporation may be substituted into the action or proceeding, as appropriate.

1.4 Articles of Incorporation. The Articles of Incorporation of the Surviving Corporation as in effect at the Effective Time shall be and remain the Articles of Incorporation of the Surviving Corporation until the same shall be amended as provided by law. No changes are to be effected to the Articles of Incorporation of the Surviving Corporation as a result of the Merger.

1.5 Bylaws. The Bylaws (the "Bylaws") of the Surviving Corporation as in effect at the Effective Time shall be and remain the Bylaws of the Surviving Corporation until the same shall thereafter be amended or repealed in accordance with law, the Surviving Corporation's Articles of Incorporation, or such Bylaws.

1.6 Officers. The officers of the Surviving Corporation who are serving as such at the Effective Time of the Merger to which the Surviving Corporation is subject shall be and remain the

officers of the Surviving Corporation from and after the Effective Time, each such individual to serve until his or her successor has been duly elected or appointed and qualified or until his or her earlier death, resignation or removal in accordance with applicable law, the Surviving Corporation's Articles of Incorporation or its Bylaws.

1.7 Directors. The directors of the Surviving Corporation who are serving as such immediately prior to the Effective Time shall be and remain the directors of the Surviving Corporation from and after the Effective Time, each such individual to serve until his or her successor has been duly elected or appointed and qualified or until his or her earlier death, resignation or removal in accordance with applicable law, the Surviving Corporation's Articles of Incorporation or its Bylaws.

## ARTICLE II

### Conversion of Shares in the Mergers

2.1 By virtue of the Merger and without any action on the part of any person, at the Effective Time:

(A) Surviving Corporation. Each share of common stock of the Surviving Corporation, no par value per share, issued and outstanding immediately prior to the Effective Time shall remain outstanding.

(B) Non-Surviving Corporation. Each share of common stock of each Non-Surviving Corporation, par value per share as set forth on Exhibit A attached hereto and made a part hereof, issued and outstanding or held in treasury immediately prior to the Effective Time shall be canceled without payment of any consideration therefor, and shall cease to exist and be outstanding.

## ARTICLE III

### Miscellaneous and Special Provisions

3.1 Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which collectively shall constitute one and the same instrument.

3.2 Governing Law. This Agreement shall be governed by, and construed in accordance with, the laws of the State of Texas, except to the extent that the laws of the States of Arizona, Colorado, Delaware, Florida, Georgia, Kansas, New Jersey, and Ohio apply by their terms.

3.3 Section Headings. The section headings contained in this Agreement are inserted for convenience of reference only and shall not affect the meaning or interpretation of this Agreement.



3.4 Termination. This Agreement may be terminated at any time before the Effective Time pursuant to Section 1.2 hereof by appropriate resolution of the Board of Directors of the Surviving Corporation for any reason which it deems appropriate.

3.5 Consent to Suit

The Surviving Corporation hereby consents to be sued and served with process in the State of Ohio and hereby irrevocably appoints the Secretary of State of the State of Ohio as its agent to accept service of process in any proceeding in the State of Ohio to enforce against the Surviving Corporation any obligation of any Non-Surviving Corporation formed under the laws of the State of Ohio (each an "Ohio Non-Surviving Corporation"), or to enforce the right of a dissenting shareholder, if any, of any Ohio Non-Surviving Corporation.

3.6 Principal Office. The location of the principal office of the Surviving Corporation in the State of Texas, under the laws of which jurisdiction the Surviving Corporation exists is as follows: 717 N. Harwood Ave., Suite 1650, Dallas, Texas 75201.

3.7 Submission to Shareholders. This Agreement shall be submitted to the shareholders of the Non-Surviving Corporations and the Surviving Corporation for their approval or rejection in the manner prescribed by the applicable provisions of the (i) ARSA, (ii) CGCL, (iii) DCGL, (iv) FBCA, (v) GBCC, (vi) KGCC, (vii) NJBCA, (viii) RSO, and (ix) TBCA, and the merger of the Non-Surviving Corporations with and into the Surviving Corporation shall be authorized in the manner prescribed by the laws of the State of Texas, the jurisdiction of organization of the Surviving Corporation.

3.8 Filing of Documentation. In the event that this Agreement shall have been approved by the shareholders entitled to vote of the Non-Surviving Corporations in the manner prescribed by the applicable provisions of the (i) ARSA, (ii) CGCL, (iii) DCGL, (iv) FBCA, (v) GBCC, (vi) KGCC, (vii) NJBCA, (viii) RSO, and (ix) TBCA, and in the event that the Merger shall have been duly authorized in compliance with the laws of the State of Texas, the Non-Surviving Corporations and the Surviving Corporation hereby stipulate that they will cause to be executed and filed and/or recorded any document or documents prescribed by the laws of the States of Arizona, Colorado, Delaware, Florida, Georgia, Kansas, New Jersey, Ohio and Texas, and that they will cause to be performed all necessary acts therein and elsewhere to effectuate the Merger.

3.9 Authorization. The Board of Directors and the proper officers of the Non-Surviving Corporations and the Surviving Corporation are hereby authorized, empowered and directed to do any and all acts and things, and to make, execute, deliver, file and 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 and the Merger herein provided for.

3.10 Amendment.

To the extent permitted by law, this Agreement may be amended or supplemented, to the extent it affects a Non-Surviving Corporation formed under and governed by the laws of the State

of Arizona ("Arizona Non-Surviving Corporation") or relates to a Merger involving such Arizona Non-Surviving Corporation, (a) at any time before the Effective Time of the Merger, by action taken by the Board of Directors of the Surviving Corporation and the Board of Directors of the Arizona Non-Surviving Corporation affected by such amendment or supplement and (b) at any time after such Effective Time, by action taken by the Board of Directors of the Surviving Corporation of the Merger.

To the extent permitted by law, this Agreement may be amended or supplemented, to the extent it affects a Non-Surviving Corporation formed under and governed by the laws of the State of Colorado ("Colorado Non-Surviving Corporation") or relates to a Merger involving such Colorado Non-Surviving Corporation, (a) at any time before the Effective Time of the Merger to which such Colorado Non-Surviving Corporation is subject, by action taken by the Board of Directors of the Surviving Corporation and the Board of Directors of the Delaware Non-Surviving Corporation affected by such amendment or supplement and (b) at any time after such Effective Time, by action taken by the Board of Directors of the Surviving Corporation of the Merger.

To the extent permitted by law, this Agreement may be amended or supplemented, to the extent it affects a Non-Surviving Corporation formed under and governed by the laws of the State of Delaware ("Delaware Non-Surviving Corporation") or relates to a Merger involving such Delaware Non-Surviving Corporation, (a) at any time before the Effective Time of the Merger to which such Delaware Non-Surviving Corporation is subject, by action taken by the Board of Directors of the Surviving Corporation and the Board of Directors of the Delaware Non-Surviving Corporation affected by such amendment or supplement and (b) at any time after such Effective Time, by action taken by the Board of Directors of the Surviving Corporation of the Merger.

To the extent permitted by law, this Agreement may be amended or supplemented, to the extent it affects a Non-Surviving Corporation formed under and governed by the laws of the State of Florida ("Florida Non-Surviving Corporation") or relates to a Merger involving such Florida Non-Surviving Corporation, (a) at any time before the Effective Time of the Merger to which such Florida Non-Surviving Corporation is subject, by action taken by the Board of Directors of the Surviving Corporation and the Board of Directors of the Florida Non-Surviving Corporation affected by such amendment or supplement and (b) at any time after such Effective Time, by action taken by the Board of Directors of the Surviving Corporation of the Merger.

To the extent permitted by law, this Agreement may be amended or supplemented, to the extent it affects a Non-Surviving Corporation formed under and governed by the laws of the State of Georgia ("Georgia Non-Surviving Corporation") or relates to a Merger involving such Georgia Non-Surviving Corporation, (a) at any time before the Effective Time of the Merger to which such Georgia Non-Surviving Corporation is subject, by action taken by the Board of Directors of the Surviving Corporation and the Board of Directors of the Georgia Non-Surviving Corporation affected by such amendment or supplement and (b) at any time after such Effective Time, by action taken by the Board of Directors of the Surviving Corporation of the Merger.

To the extent permitted by law, this Agreement may be amended or supplemented, to the extent it affects a Non-Surviving Corporation formed under and governed by the laws of the State

of Kansas ("Kansas Non-Surviving Corporation") or relates to a Merger involving such Kansas Non-Surviving Corporation, (a) at any time before the Effective Time of the Merger to which such Kansas Non-Surviving Corporation is subject, by action taken by the Board of Directors of the Surviving Corporation and the Board of Directors of the Kansas Non-Surviving Corporation affected by such amendment or supplement and (b) at any time after such Effective Time, by action taken by the Board of Directors of the Surviving Corporation of the Merger.

To the extent permitted by law, this Agreement may be amended or supplemented, to the extent it affects a Non-Surviving Corporation formed under and governed by the laws of the State of New Jersey ("New Jersey Non-Surviving Corporation") or relates to a Merger involving such New Jersey Non-Surviving Corporation, (a) at any time before the Effective Time of the Merger to which such New Jersey Non-Surviving Corporation is subject, by action taken by the Board of Directors of the Surviving Corporation and the Board of Directors of the New Jersey Non-Surviving Corporation affected by such amendment or supplement and (b) at any time after such Effective Time, by action taken by the Board of Directors of the Surviving Corporation of the Merger.

To the extent permitted by law, this Agreement may be amended or supplemented, to the extent it affects a Non-Surviving Corporation formed under and governed by the laws of the State of Ohio ("Ohio Non-Surviving Corporation") or relates to a Merger involving such Ohio Non-Surviving Corporation, (a) at any time before the Effective Time of the Merger to which such Ohio Non-Surviving Corporation is subject, by action taken by the Board of Directors of the Surviving Corporation and the Board of Directors of the Ohio Non-Surviving Corporation affected by such amendment or supplement and (b) at any time after such Effective Time, by action taken by the Board of Directors of the Surviving Corporation of the Merger.

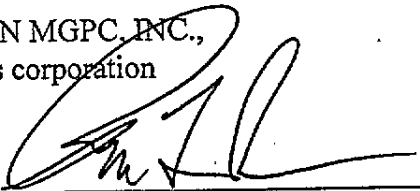
To the extent permitted by law, this Agreement may be amended or supplemented, to the extent it affects a Non-Surviving Corporation formed under and governed by the laws of the State of Texas ("Texas Non-Surviving Corporation") or relates to a Merger involving such Texas Non-Surviving Corporation, (a) at any time before the Effective Time of the Merger to which such Texas Non-Surviving Corporation is subject, by action taken by the Board of Directors of the Surviving Corporation and the Board of Directors of the Texas Non-Surviving Corporation affected by such amendment or supplement and (b) at any time after such Effective Time, by action taken by the Board of Directors of the Surviving Corporation of the Merger.

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IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date first above written.

**SURVIVING CORPORATION**

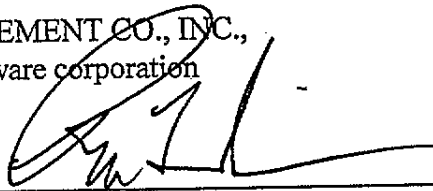
AUSTIN MGPC, INC.,  
a Texas corporation

By: 

Name: Richard M. FitzPatrick  
Title: Vice President

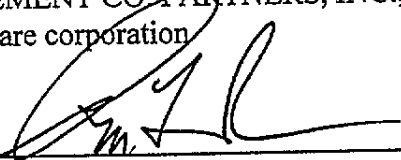
**NON-SURVIVING CORPORATIONS**

AMUSEMENT CO., INC.,  
a Delaware corporation

By: 

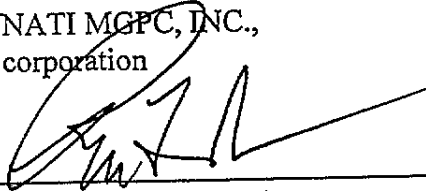
Name: Richard M. FitzPatrick  
Title: Vice President

AMUSEMENT CO. PARTNERS, INC.,  
a Delaware corporation

By: 

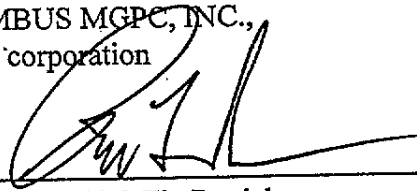
Name: Richard M. FitzPatrick  
Title: Vice President

CINCINNATI MGPC, INC.,  
an Ohio corporation

By: 

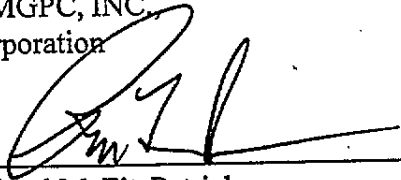
Name: Richard M. FitzPatrick  
Title: Vice President

COLUMBUS MGPC, INC.,  
an Ohio corporation

By: 

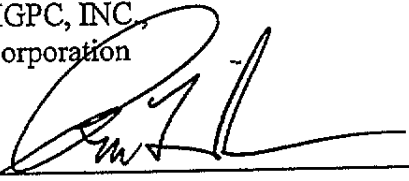
Name: Richard M. FitzPatrick  
Title: Vice President

DALLAS MGPC, INC.,  
a Texas corporation

By: 

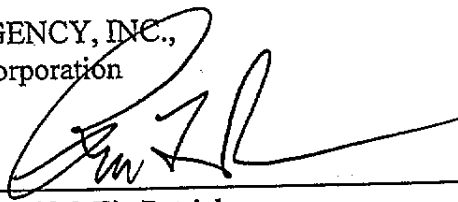
Name: Richard M. FitzPatrick  
Title: Vice President

DENVER MGPC, INC.,  
a Colorado corporation

By: 

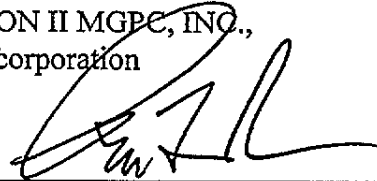
Name: Richard M. FitzPatrick  
Title: Vice President

FG OF REGENCY, INC.,  
a Georgia corporation

By: 

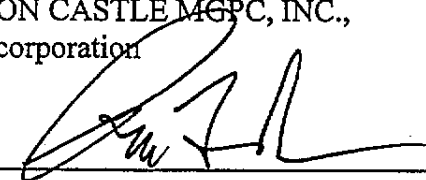
Name: Richard M. FitzPatrick  
Title: Vice President

HOUSTON II MGPC, INC.,  
a Texas corporation

By: 

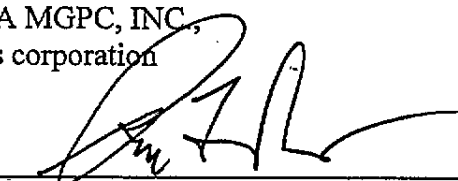
Name: Richard M. FitzPatrick  
Title: Vice President

HOUSTON CASTLE MGPC, INC.,  
a Texas corporation

By: 

Name: Richard M. FitzPatrick  
Title: Vice President

LENEXA MGPC, INC.,  
a Kansas corporation

By: 

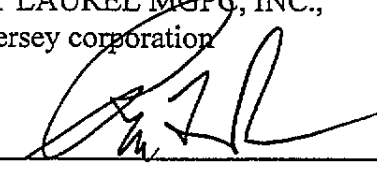
Name: Richard M. FitzPatrick  
Title: Vice President

MIAMI CASTLE MGPC, INC.,  
a Florida corporation

By: 

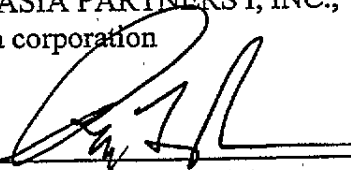
Name: Richard M. FitzPatrick  
Title: Vice President

MOUNT LAUREL MGPC, INC.,  
a New Jersey corporation

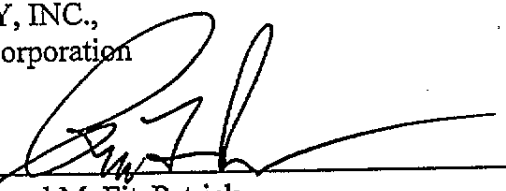
By: 

Name: Richard M. FitzPatrick  
Title: Vice President

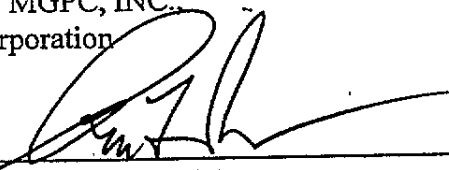
MOUNTASIA PARTNERS I, INC.,  
a Georgia corporation

By:   
Name: Richard M. FitzPatrick  
Title: Vice President

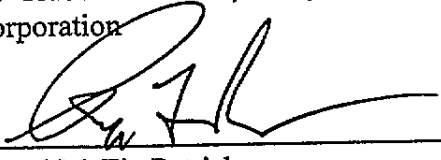
MOUNTASIA-MEI MANUFACTURING  
COMPANY, INC.,  
a Georgia corporation

By:   
Name: Richard M. FitzPatrick  
Title: Vice President

ORLANDO MGPC, INC.,  
a Florida corporation

By:   
Name: Richard M. FitzPatrick  
Title: Vice President

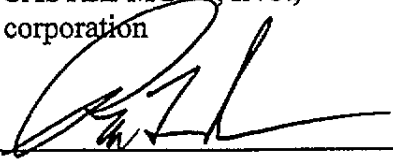
ORLANDO CASTLE MGPC, INC.,  
a Florida corporation

By:   
Name: Richard M. FitzPatrick  
Title: Vice President

TAMPA MGPC, INC.,  
a Florida corporation

By:   
Name: Richard M. FitzPatrick  
Title: Vice President

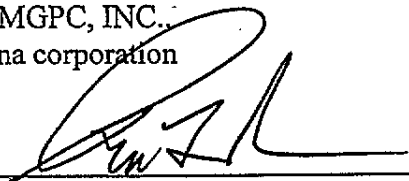
TAMPA CASTLE MGPC, INC.,  
a Florida corporation

By: 

Name: Richard M. FitzPatrick

Title: Vice President

TEMPE MGPC, INC.,  
an Arizona corporation

By: 

Name: Richard M. FitzPatrick

Title: Vice President

P:\357693\CORP\MERGER\MRGAGT7.WPD  
1 RKB:bjw 12/16/98



Exhibit "A"

Non-Surviving Corporations  
and Shares Outstanding for Each  
(as of Effective Time)

| <u>Non-Surviving Corporation</u> | <u>Outstanding Shares/Par Value</u> |
|----------------------------------|-------------------------------------|
| AMUSEMENT CO., INC.              | 100/\$0.10                          |
| AMUSEMENT CO. PARTNERS, INC.     | 900/\$0.10                          |
| CINCINNATI MGPC, INC.            | 100/None                            |
| COLUMBUS MGPC, INC.              | 100/None                            |
| DALLAS MGPC, INC.                | 1,000/None                          |
| DENVER MGPC, INC.                | 1,000/None                          |
| FG OF REGENCY, INC.              | 100/\$0.01                          |
| HOUSTON II MGPC, INC.            | 1,000/None                          |
| HOUSTON CASTLE MGPC, INC.        | 1,000/None                          |
| LENEXA MGPC, INC.                | 1,000/None                          |
| MIAMI CASTLE MGPC, INC.          | 10/None                             |
| MOUNT LAUREL MGPC, INC.          | 200/None                            |
| MOUNTASIA PARTNERS I, INC.       | 100/None                            |

Non-Surviving CorporationOutstanding Shares/Par ValueMOUNTASIA-MEI MANUFACTURING  
COMPANY, INC.

100/None

ORLANDO MGPC, INC.

10/None

ORLANDO CASTLE MGPC, INC.

10/None

TAMPA MGPC, INC.

10/None

TAMPA CASTLE MGPC, INC.

10/None

TEMPE MGPC, INC.

1,000/None