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**MERGER OR SHARE EXCHANGE**

**The Gary Dean Beck Family Foundation, Inc.**

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**Articles of Merger  
 of  
 The Gary Dean Beck Family Foundation, Inc.,  
*a Missouri nonprofit Corporation*  
 and  
 The Gary Dean Beck Family Foundation, Inc.  
*a Florida not-for-profit Corporation***

*Pursuant to §617.1105 of the Florida Statutes and the provisions of the Missouri Nonprofit Corporation Act, The Gary Dean Beck Family Foundation, Inc., a Missouri nonprofit corporation ("Beck Foundation Missouri"), and The Gary Dean Beck Family Foundation, Inc., a Florida not-for-profit corporation ("Beck Foundation Florida"), jointly and severally adopt the following Articles of Merger for the purpose of merging Beck Foundation Missouri with and into Beck Foundation Florida (the "Merger").*

FIRST: The name, jurisdiction and document number of the surviving corporation is:

<u>Name</u>	<u>Jurisdiction</u>	<u>Document Number</u>
The Gary Dean Beck Family Foundation, Inc., a Florida not-for-profit Corporation	Florida	N14000011154

SECOND: The name, jurisdiction and document number of the merging corporation is

<u>Name</u>	<u>Jurisdiction</u>	<u>Document Number</u>
The Gary Dean Beck Family Foundation, Inc., a Missouri nonprofit Corporation	Missouri	N00065582

THIRD: The Agreement and Plan of Merger adopted by the unanimous written consent of all of the Directors of the foregoing merging corporations is attached as Exhibit A to these Articles of Merger.

FOURTH: The Merger shall be effective on the 10th day of December, 2014.

FIFTH: The Adoption of the Plan of Merger by the merging corporation, Beck Foundation Missouri was adopted by unanimous written consent of all four (4) of the incumbent directors representing all of the directors of the merging corporation, all four (4) voting for the merger on the 10<sup>th</sup> of December, 2014. The corporation has no members.

SIXTH: The Adoption of the Plan of Merger by the surviving corporation, Beck Foundation Florida was adopted by unanimous written consent of all four (4) of the incumbent directors representing all of the directors of the surviving corporation, all four (4) voting for the merger on the 10<sup>th</sup> of December, 2014. The corporation has no members.

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SEVENTH: The persons signing these Articles of Merger have been delegated the requisite corporate authority to execute and file these articles on behalf of their respective corporations.

EIGHTH: The Articles of Incorporation of Beck Foundation Florida, the surviving corporation, shall be the Articles of Incorporation presently on file with the State of Florida, and the bylaws of Beck Foundation Florida, the surviving corporation, shall be the bylaws for the Corporation.

IN WITNESS WHEREOF, these Articles of Merger have been executed on behalf of the parties hereto as of the 10<sup>th</sup> day of ~~November~~, 2014.  
*December*

THE GARY DEAN BECK FAMILY  
FOUNDATION, INC.,  
a Florida not-for-profit corporation

By: 

Gary Dean Beck, President

THE GARY DEAN BECK FAMILY  
FOUNDATION, INC.,  
a Missouri nonprofit corporation

By: 

Gary Dean Beck, President

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**Agreement and Plan of Merger**  
**of**  
**The Gary Dean Beck Family Foundation, Inc.,**  
*a Missouri nonprofit Corporation*  
**and**  
**The Gary Dean Beck Family Foundation, Inc.**  
*a Florida not-for-profit Corporation*

This Agreement and Plan of Merger ("Agreement") is entered into by and among THE GARY DEAN BECK FAMILY FOUNDATION, INC., a Florida not-for-profit corporation whose business address is 750 Riviera Drive, Naples, FL 34103 ("Beck Foundation Florida" or "Surviving Corporation"), the Directors of Beck Foundation Florida, to wit, Gary Dean Beck, Susan Beck, Sean Dean Beck and Kyle Beck ("Beck Foundation Florida Directors"), THE GARY DEAN BECK FAMILY FOUNDATION, INC., a Missouri nonprofit corporation whose business address is 750 Riviera Drive, Naples, FL 34103 ("Beck Foundation Missouri" or "Merging Corporation") and the Directors of Beck Foundation Missouri, to wit: Gary Dean Beck, Susan Beck, Sean Dean Beck and Kyle Beck ("Beck Foundation Missouri Directors") all on this 10<sup>th</sup> of December, 2014.

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**RECITALS**

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WHEREAS, the parties to this Agreement desire that Beck Foundation Florida enter into a statutory merger with Beck Foundation Missouri in order to relocate Beck Foundation Missouri to Florida, said merger to be accomplished through a transfer of the assets from Beck Foundation Missouri to Beck Foundation Florida on the Effective Date as described below; and

WHEREAS, the Board of Directors of each of the Merging Corporations deems it advisable that the Merging Corporation be merged into the Surviving Corporation on the terms and conditions set forth below, in accordance with the applicable provisions of the Florida Statutes and Missouri Statutes, which permit such merger and the Board of Directors of the Merging Corporation and Surviving Corporation have approved this Plan and Agreement of Merger as required by applicable law.

NOW, THEREFORE, in consideration of the agreements, covenants and provisions set out below, the Surviving Corporation and the Merging Corporation, by and through their undersigned Directors, do hereby agree as follows:

**ARTICLE 1**  
**MERGER OF CORPORATIONS,**  
**IDENTIFICATION OF ENTITIES AND EFFECTIVE DATE**

Subject to the terms and conditions contained herein, the Beck Foundation Missouri Directors shall cause the transfer of the assets of Beck Foundation Missouri to Beck Foundation Florida by such instruments and documentation as shall be necessary to accomplish that task on the effective date of the merger. Following the transfer of assets Beck Foundation Missouri will cease its corporate existence in accordance with the Articles of Merger.

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1.1 The Surviving Corporation and the Merging Corporation shall be merged into a single Corporation, in accordance with applicable provisions of the laws of the State of Florida by the Merging Corporation merging into the Surviving Corporation, which shall be the Surviving Corporation.

The exact name and jurisdiction of the Surviving Corporation is as follows:

<u>Name</u>	<u>Jurisdiction</u>	<u>Document Number</u>
The Gary Dean Beck Family Foundation, Inc., a Florida not-for-profit Corporation	Florida	N14000011154

SECOND: The name, jurisdiction and document number of the merging corporation is

<u>Name</u>	<u>Jurisdiction</u>	<u>Document Number</u>
The Gary Dean Beck Family Foundation, Inc., a Missouri nonprofit Corporation	Missouri	N00065582

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1.2 Upon the merger becoming effective under the laws of the State of Florida (hereinafter referred to as the "Effective Date") the two merged corporations shall be a single corporation, which shall be the Surviving Corporation, and the separate existence of the Merging Corporation shall cease, except to the extent, if any, provided by the laws of the State of Florida.

## **ARTICLE 2**

### **TERMS AND CONDITIONS OF MERGER**

The terms and conditions of the Merger, in addition to those set forth elsewhere in this Plan and Agreement of Merger, are as follows:

2.1 Upon the Effective Date, the following events shall occur:

2.1.1 The Merging Corporation and the Surviving Corporation shall be a single corporation, which shall be The Gary Dean Beck Family Foundation, Inc., a Florida not-for-profit corporation.

2.1.2 Beck Foundation Missouri as the Merging Corporation shall cease to exist as a separate entity.

2.1.3 The bylaws of the Merging Corporation, as they existed immediately before the effective date of merger shall be the bylaws of the surviving Corporation until amended as provided therein.

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2.1.4 The persons who will serve on the Board of Directors and as the officers of the Surviving Corporation shall be the same persons who served as directors and officers of the Merging Corporation immediately before the effective date of the merger.

2.1.5 The Surviving Corporation shall thereupon possess all the rights, privileges, of the Merging Corporation; and all property, real and personal, and all debts due on whatever account, and every other interest belonging to or due to each of the Merging Corporation, shall be vested in the Surviving Corporation without further act or deed.

2.1.6 The Surviving Corporation shall be responsible and liable for all of the debts, liabilities and obligations of the Merging Corporation; and all existing or pending claims, actions or proceedings by or against the Merging Corporation may be prosecuted to judgment as if the merger had not taken place, or the Surviving Corporation may be substituted in the place of the Merging Corporation, and neither the rights of creditors nor any liens upon the property of the Merging Corporation shall be impaired by the merger

2.2 The Surviving Corporation hereby agrees that it may be served with process in the State of Florida in any proceeding for the enforcement of any obligation of either Merging Corporation, including those arising from the merger, and hereby irrevocably appoints the Secretary of State of the State of Florida as its agent to accept service of process in any such suit or other proceedings, and further agrees that service of any such process may be made by providing the Secretary of State of the State of Florida with duplicate copies of such process; and the Surviving Corporation authorizes the aforesaid Secretary of State to send such process to it by registered mail directed to its registered office at:

750 Riviera Drive  
Naples, FL 34103

2.3 The Articles of Incorporation set forth in Exhibit A attached hereto shall constitute the Articles of Incorporation of the Surviving Corporation and said Articles of Incorporation are and are made a part of this Plan and Agreement of Merger.

### **ARTICLE 3**

#### **PAYMENT OF EXPENSES OF MERGER**

The Surviving Corporation shall pay all expenses incurred for the purpose of bringing both this Plan and Agreement of Merger and the merger herein described into effect.

### **ARTICLE 4**

#### **REQUEST FOR ADDITIONAL DOCUMENTATION**

If the Surviving Corporation shall have reason to request any further assignments, conveyances or other transfers that it is advised by counsel are necessary to vest in the Surviving Corporation title to any property or rights of either of the Merging Corporations, the officers and directors of the Merging Corporation shall execute any assignment, conveyance, deed or other documents advisable or necessary in order to vest, perfect or confirm, of record or otherwise, in the Surviving Corporation the title to and possession of all property, interests, assets, rights,

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privileges, immunities, powers, franchises and authority of the Merging Corporation, and otherwise to carry out the purposes of this Plan and Agreement of Merger.

**ARTICLE 5**  
**MISCELLANEOUS**

5.1 Governing Law. All rights and obligations under this Plan of Agreement of Merger shall be governed by and construed in accordance with the laws of the state of Florida, without regard to principles of conflicts of laws.

5.2 Counterparts. In order to facilitate filing and recording processes this Plan and Agreement of Merger may be executed in any number of counterparts, each of which shall be deemed to be an original.

5.3 Amendment and Modification. Beck Foundation Missouri and Beck Foundation Florida may amend, modify and supplement this Agreement, and any of the terms, covenants, representations, warranties or conditions hereof may be waived, only by a written instrument executed on behalf of all of the parties hereto or, in the case of a waiver, by the party waiving compliance.

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5.4 Notice. All notices, requests, demands and other communications hereunder shall be given in writing and shall be: (a) personally delivered; (b) sent by telecopier, facsimile transmission or other electronic means of transmitting written documents; or (c) sent to the parties at their respective addresses indicated herein by registered or certified U.S. mail, return receipt requested and postage prepaid, or by private overnight mail courier service. The respective addresses to be used for all such notices, demands or requests are as follows:

If to Beck Foundation Florida:      The Gary Dean Beck Family Foundation, Inc.  
Attn: Gary Dean Beck  
750 Riviera Dr.  
Naples, Florida 34103

If to Beck Foundation Missouri:      The Gary Dean Beck Family Foundation, Inc.  
Attn: Gary Dean Beck  
750 Riviera Dr.  
Naples, Florida 34103

with a copy to:      Salvatori, Wood, Buckel,  
Carmichael & Lottes  
Attn: Robert M. Buckel, Esq.  
9132 Strada Place, Fourth Floor  
Naples, Florida 34108

The Barklage Law Firm, LLC  
c/o Thomas John Barklage, Esq.  
223 North Third Street  
St. Charles, MO 63301

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If personally delivered, such communication shall be deemed delivered upon actual receipt; if electronically transmitted pursuant to this paragraph, such communication shall be deemed delivered the next Business Day after transmission (and sender shall bear the burden of proof of delivery); if sent by overnight courier pursuant to this paragraph, such communication shall be deemed delivered upon receipt; and if sent by U.S. mail pursuant to this paragraph, such communication shall be deemed delivered as of the date of delivery indicated on the receipt issued by the relevant postal service, or, if the addressee fails or refuses to accept delivery, as of the date of such failure or refusal. Delivery to the Company Representative shall constitute delivery to all Company Directors. Any Person may change its address for the purposes of this Agreement by giving notice thereof in accordance with this Section.

5.5 Entire Agreement; Binding Effect. This Agreement embodies the entire agreement between the parties hereto with respect to the transactions contemplated herein, and there have been and are no agreements, representations or warranties between the parties other than those set forth or provided for herein or executed contemporaneously or in connection herewith. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective legal representatives, successors and permitted assigns.

5.6 Headings. The headings in this Agreement are inserted for convenience only and shall not constitute a part hereof.

5.7 Construction. Where any group or category of items or matters is defined collectively in the plural number, any item or matter within such definition may be referred to using such defined term in the singular number.

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

THE GARY DEAN BECK FAMILY  
FOUNDATION, INC.,  
a Missouri nonprofit corporation

By: 

Gary Dean Beck, President/Director

THE GARY DEAN BECK FAMILY  
FOUNDATION, INC.,  
a Florida not-for-profit corporation

By: 

Gary Dean Beck, President/Director

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