



This instrument was prepared

by Joseph T. Ritchey
2112 Arlington Avenue South
Birmingham, Alabama 35205

STATE OF ALABAMA)

JEFFERSON COUNTY)

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AGREEMENT AND ARTICLES OF MERGER, dated this 7th day of February, 1991, made by and between NKD, INC., GA, INC., G.K.S., INC., and RICHEY'S BARBECUE, INC., corporations organized and existing under the laws of the State of Alabama (hereinafter referred to as the "Merging Corporations"), LOBSTER HOUSE, INC., a corporation organized and existing under the laws of the State of Alabama (hereinafter referred to as the "Surviving Corporation") and NANCY K. DRAKOS, KIKI DRAKOS KARTOS, GEORGE DRAKOS, NKD, INC., and G.K.S., INC. (the "Shareholders");

WITNESSETH:

WHEREAS, the Board of Directors of each of said corporations parties hereto, in consideration of the mutual agreements of each corporation as set forth herein, does deem it advisable, and generally for the welfare of each of said corporations and their respective shareholders, that the aforesaid Merging Corporations merge themselves into the aforesaid Surviving Corporation, as authorized by the Alabama Business Corporation Act, under and pursuant to the terms and conditions hereinafter set forth;

NOW, THEREFORE, the corporations parties to this agreement, by and between their respective Boards of Directors, in consideration of the mutual covenants, agreements and provisions hereinafter contained, have agreed and do agree each with the other that the Merging Corporations merge themselves into the Surviving Corporation, pursuant to the

Phyllis B. Coggin
Sirote & Permutt, P.C.
P. O. Box 55727

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applicable provisions of the Alabama Business Corporation Act, and do hereby agree upon and prescribe the terms and conditions of said merger and of carrying the same into effect, as follows:

1. PLAN OF MERGER. Effective upon issuance of the Certificate of Merger by the Secretary of State of Alabama, the Merging Corporations hereby merge themselves into the Surviving Corporation, and the Surviving Corporation shall be the surviving corporation resulting from said merger.

Until altered, amended or repealed, as therein provided, the By-Laws of the Surviving Corporation in effect as of the date of this Agreement and Articles of Merger, shall continue to be the By-Laws of the Surviving Corporation.

The principal office of the Surviving Corporation shall be the principal office of the Surviving Corporation as of the date of this Agreement and Articles of Merger.

The Surviving Corporation shall pay all the expenses of carrying this Agreement and Articles of Merger into effect and of accomplishing the merger.

Upon the date when this Agreement and Articles of Merger shall become effective, the separate existence of the Merging Corporations shall cease, and the Merging Corporations shall be merged into the Surviving Corporation, which shall possess all of the rights, privileges, powers and franchises, and be subject to all of the restrictions, liabilities and duties of each of the corporations parties to this Agreement, and all and singular, the rights, privileges, powers and franchises of each of said corporations, and all property, real, personal and mixed, and all debts

due to each of said corporations shall be vested in the Surviving Corporation; and all property, rights and privileges, powers and franchises, and all and every other interest, shall thereafter be as effectively the property of the Surviving Corporation as they were of the respective constituent corporations, and the title to any real estate, whether by deed or otherwise, vested in any of said corporations parties hereto, shall not revert or be in any way impaired by reason of this merger, provided that all the rights of creditors and all liens upon the property of any of the corporations parties hereto shall be preserved unimpaired, and all debts, liabilities and duties of the Merging Corporations shall forthwith attach to the said Surviving Corporation and may be enforced against it to the same extent as if said debts, liabilities and duties had been incurred or contracted by it.

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If, at any time, the Surviving Corporation shall consider or be advised that any further actions are necessary or desirable to vest in said Surviving Corporation, according to the terms hereof, the title to any property or rights of the said Merging Corporations, the proper officers and directors of said Surviving Corporation shall and will execute and make all such proper assignments and assurances, and do all things necessary or proper to vest title in such property or rights in the Surviving Corporation, and otherwise to carry out the purposes of this Agreement and Articles of Merger.

The Surviving Corporation shall be governed by the laws of the State of Alabama.

The manner of converting the outstanding capital shares of the Merging Corporations into the shares or securities of the Surviving Corporation shall be as follows:

1.1 Immediately prior to the filing and recording of this Agreement, the holders and owners of all of the issued and outstanding common capital shares of each of the corporations parties to this Agreement were as follows:

THE MERGING CORPORATIONS:

NKD, INC.

<u>Shareholder</u>	<u>No. of Shares</u>
Nancy K. Drakos	1,000
Kiki Drakos Kartos	1,000
George Drakos	1,000

GA, INC.

<u>Shareholder</u>	<u>No. of Shares</u>
Nancy K. Drakos	400
Kiki Drakos Kartos	200
George Drakos	400

G.K.S., INC.

<u>Shareholder</u>	<u>No. of Shares</u>
NKD, Inc.	900

RICHEY'S BARBECUE, INC.

<u>Shareholder</u>	<u>No. of Shares</u>
Nancy K. Drakos	200
Kiki Drakos Kartos	100
George Drakos	100

THE SURVIVING CORPORATION:

LOBSTER HOUSE, INC.

<u>Shareholder</u>	<u>No. of Shares</u>
G.K.S., Inc.	150

1.2 Forthwith upon the effective date of the merger, all of the shares of common capital stock of the Merging Corporations shall be cancelled.

1.3 Forthwith upon the effective date of the merger all of the common capital stock of the Surviving Corporation shall be cancelled, and the issued and outstanding shares in the Surviving Corporation shall be held as follows:

<u>Name of Shareholder</u>	<u>No. of Shares</u>
Nancy Drakos	50
Kiki Drakos Kartos	50
George Drakos	50
TOTAL	150

The following sets forth the Board of Directors of the Surviving Corporation after the effective date of the merger who shall hold office until their successors are duly elected and qualified:

Name

Nancy K. Drakos
Kiki Drakos Kartos
George Drakos

The following sets forth the officers of the Surviving Corporation after the effective date of the merger who shall hold office until their successors are duly elected and qualified:

Name

Office

George Drakos	President
Nancy K. Drakos	Vice President
Kiki Drakos Kartos	Sec./Treas.

The Articles of Incorporation of the Surviving Corporation upon the effective date of this merger shall continue to be the Articles of Incorporation heretofore filed by the Surviving Corporation; however, ARTICLE I of said Articles of Incorporation shall be deleted in its entirety, and there shall be substituted in lieu and instead thereof the following:

"Article I

The name of the Corporation shall be Drakos Holding Corporation"

2. OUTSTANDING SHARES. Pursuant to the Articles of Incorporation of the Merging Corporations and the Surviving Corporation, the following common shares are authorized, having the following par value per share; and there are presently outstanding the following common shares, which represent the only shares of each of the corporations which are now outstanding:

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MERGING CORPORATIONS

NKD, INC.

<u>CLASS</u>	<u>AUTHORIZED SHARES</u>	<u>PAR VALUE PER SHARE</u>	<u>SHARES OUTSTANDING</u>
Common	30,000	\$1.00	3,000

GA, INC.

<u>CLASS</u>	<u>AUTHORIZED SHARES</u>	<u>PAR VALUE PER SHARE</u>	<u>SHARES OUTSTANDING</u>
Common	30,000	\$1.00	1,000

G.K.S., INC.

<u>CLASS</u>	<u>AUTHORIZED SHARES</u>	<u>PAR VALUE PER SHARE</u>	<u>SHARES OUTSTANDING</u>
Common	1,000	\$10.00	900

RICHEY'S BARBECUE, INC.

<u>CLASS</u>	<u>AUTHORIZED SHARES</u>	<u>PAR VALUE PER SHARE</u>	<u>SHARES OUTSTANDING</u>
Common	400	\$1.00	400

SURVIVING CORPORATION

LOBSTER HOUSE, INC.

<u>CLASS</u>	<u>AUTHORIZED SHARES</u>	<u>PAR VALUE PER SHARE</u>	<u>SHARES OUTSTANDING</u>
Common	150	\$10.00	150

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3. VOTING OF SHARES. The Articles of Merger contained in this Agreement, after having been first duly approved unanimously by the Board of Directors of the Merging Corporations and the Board of Directors of the Surviving Corporation, were submitted to and duly approved by the written consent of the Shareholders of the Merging Corporations and by unanimous vote of the shareholders of the Surviving Corporation required to vote thereon at a meeting duly called and held.

4. FILING DATE OF ARTICLES (CERTIFICATE) OF INCORPORATION. The Articles (Certificate) of Incorporation of each of the Merging Corporations were filed in the following Counties of Alabama on the following dates:

<u>NAME</u>	<u>COUNTY</u>	<u>DATE</u>
NKD, Inc.	Jefferson	April 25, 1986
GA, Inc.	Jefferson	October 31, 1986
G.K.S., Inc.	Jefferson	September 5, 1985
Richey's Barbecue, Inc.	Shelby	July 31, 1990

The Articles (Certificate) of Incorporation of the Surviving Corporation were filed in Jefferson County, Alabama on December 28, 1983.

5. TERMINATION. This Agreement and Articles of Merger may be terminated by the Board of Directors of either corporation a party hereto at any time prior to the filing of this Agreement with the Secretary of State of Alabama.

6. REPRESENTATIONS AND WARRANTIES.

6.1 The Merging Corporations, individually and collectively, hereby represent and warrant the following:

(a) That each of the Merging Corporations are duly organized, validly existing and in good standing under the laws of Alabama

and have the corporate power and authority to own or lease their properties and to carry on their business as and in the places where such properties are now owned, leased or operated or such business is now conducted.

(b) The execution, delivery and performance of this Agreement by all of the parties have and the consummation by them of the transaction contemplated herein has been duly and effectively approved by all necessary corporate action on the part of each party and constitutes the legal, valid and binding obligation of the parties enforceable in accordance with its terms.

(c) All shares of the stock being cancelled in accordance with this agreement are free and clear of all liens, charges and encumbrances and are not subject to any restrictions with respect to their transferability.

(d) The shares of stock listed in Section 1.1 are all of the shares of stock issued and outstanding in each of the Merging Corporations.

6.2 The Merging Corporations, the Surviving Corporation and the Shareholders individually and collectively, hereby represent and warrant the following:

(a) The fair market value of the Surviving Corporation stock and any other consideration received by each of the Merging Corporation Shareholders will be approximately equal to the fair market value of the Merging Corporation stock surrendered in the exchange.

(b) There is no plan or intention by the Shareholders of any of the Merging Corporations who own one percent or

more of any of the Merging Corporations' stock, and to the best of the knowledge of the management of the Merging Corporations, there is no plan or intention on the part of the remaining Shareholders of the Merging Corporations to sell, exchange or otherwise dispose of a number of shares of the Surviving Corporation's stock in the transaction, which when added to any shares in the Merging Corporations that have been redeemed as part of this overall transaction, would reduce the Merging Corporation Shareholders' ownership of the Surviving Corporation's stock to a number of shares having a value, as of the date of this transaction, of less than fifty percent of the value of all of the formerly outstanding stock of the Merging Corporations as of the same date. For purposes of this representation, shares of the Merging Corporations and shares of the Surviving Corporation held by the Merging Corporation Shareholders and otherwise sold, redeemed, or disposed of prior or subsequent to the transaction will be considered in making this representation.

(c) Other than the redemption occurring prior to the transaction, the Surviving Corporation has no plan or intention to reacquire any of its stock issued in the transaction.

(d) The Surviving Corporation has no plan or intention to sell or otherwise dispose of any of the assets of the Merging Corporations acquired in the transaction, except for dispositions made in the ordinary course of business or transfers described in Section 368(a)(2)(C) of the Internal Revenue Code.

(e) The liabilities of the Merging Corporations assumed by the Surviving Corporation and the liabilities to which the

transferred assets of the Merging Corporations are, subject were incurred by the Merging Corporations in the ordinary course of their businesses.

(f) Following the transaction, the Surviving Corporation will continue the historic business of the Merging Corporations.

(g) The Surviving Corporation, the Merging Corporations, and the Shareholders of the Merging Corporations will pay their respective expenses, if any, incurred in connection with the transaction.

(h) There is no intercorporate indebtedness existing between the Merging Corporations and the Surviving Corporation that was issued, acquired, or will be settled at a discount.

(i) No two parties to the transaction are Investment Companies as defined in Section 368(a)(2)(F)(iii) and (iv) of the Internal Revenue Code.

(j) The Merging Corporations are not under the jurisdiction of a court in a Title 11 or similar case within the meaning of Section 368(a)(3)(A) of the Internal Revenue Code.

(k) The fair market value of the assets of the Merging Corporations being transferred to the Surviving Corporation will equal or exceed the sum of the liabilities assumed by the Surviving Corporation plus the amount of liabilities, if any, to which the transferred assets are subject.

IN WITNESS WHEREOF, the parties to this Agreement and Articles of Merger, pursuant to the authority duly given by the respective Boards of Directors, have caused these presents to be executed by their

Presidents, and attested by their Secretaries, and the corporate seals
affixed on this the 7th day of February, 1991.

NKD, INC.

By George Drakos
George Drakos
Its President

Kiki Drakos Kartos
Kiki Drakos Kartos
Its Secretary who by this
signature also attests

(CORPORATE SEAL)

GA, INC.

By George Drakos
George Drakos
Its President

Kiki Drakos Kartos
Kiki Drakos Kartos
Its Secretary who by this
signature also attests

(CORPORATE SEAL)

(CORPORATE SEAL)

G.K.S., INC.

By

George Drakos
George Drakos
Its President

Kiki Drakos Kartos
Kiki Drakos Kartos
Its Secretary who by this
signature also attests

RICHEY'S BARBECUE, INC.

By

George Drakos
George Drakos
Its President

Kiki Drakos Kartos
Kiki Drakos Kartos
Its Secretary who by this
signature also attests

(CORPORATE SEAL)

(the "Merging Corporations")

LOBSTER HOUSE, INC.

By

George Drakos
George Drakos
Its President

Kiki Drakos Kartos
Kiki Drakos Kartos
Its Secretary who by this
signature also attests

(CORPORATE SEAL)

(the "Surviving Corporation")

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(CORPORATE SEAL)

Ref: PBC/1145334

Nancy K. Drakos
Nancy K. Drakos

Kiki Drakos Kartos
Kiki Drakos Kartos

George Drakos
George Drakos

NKD, INC.

By George Drakos
George Drakos
Its President

Kiki Drakos Kartos
Kiki Drakos Kartos
Its Secretary who by this
signature also attests

G.K.S., INC.

By George Drakos
George Drakos
Its President

Kiki D. Kartos
Kiki Drakos Kartos
Its Secretary who by this
signature also attests

(the "Shareholders")

VERIFICATION OF MERGING CORPORATIONS

We, the undersigned, as Presidents of NKD, INC., GA, INC., G.K.S., INC., and RICHEY'S BARBECUE, INC., all Alabama corporations (the "Merging Corporations"), do hereby verify that the above and foregoing instrument represents the Agreement and Articles of Merger between the Merging Corporations and LOBSTER HOUSE, INC., an Alabama corporation, duly approved and adopted by the unanimous consent of the Directors and the Shareholders of the Merging Corporations.

This 7th day of February, 1991.

NKD, INC.

George Drakos
George Drakos, President

GA, INC.

George Drakos
George Drakos, President

G.K.S., INC.

George Drakos
George Drakos, President

RICHEY'S BARBECUE, INC.

George Drakos
George Drakos, President

Sworn to and subscribed before me on this 7th day of

February, 1991.

Phyllis B. Boggin
Notary Public
My commission expires: 10-28-94

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STATE OF ALABAMA

I, Billy Joe Camp, Secretary of State of the State of Alabama, having custody of the Great and Principal Seal of said State, do hereby certify that

duplicate originals of Articles of Merger merging NKD, Inc., GA, Inc., G.K.S., Inc. and Richey's Barbecue, Inc. into Lobster House, Inc., all Alabama corporations, changing its name to Drakos Holding Corporation, duly signed and verified pursuant to the provisions of Section 10-2A-143, Code of Alabama, 1975, have been received in this office and are found to conform to law. Accordingly the undersigned, as such Secretary of State, and by virtue of the authority vested in him by law, hereby issues this Certificate of Merger merging NKD, Inc., GA, Inc., G.K.S., Inc. and Richey's Barbecue, Inc. into Lobster House, Inc. changing its name to Drakos Holding Corporation and attaches hereto a duplicate original of the Articles of Merger.

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In Testimony Whereof, I have hereunto set my hand and affixed the Great Seal of the State, at the Capitol, in the City of Montgomery, on this day.
February 11, 1991

Date

A handwritten signature in dark ink, appearing to read "Billy Joe Camp", written over a horizontal line.

Billy Joe Camp

Secretary of State

VERIFICATION OF SURVIVING CORPORATION

I, the undersigned, as President of LOBSTER HOUSE, INC., an Alabama corporation (the "Surviving Corporation"), do hereby verify that the above and foregoing instrument represents the Agreement and Articles of Merger between the Surviving Corporation and NKD, INC., GA, INC., G.K.S., Inc. and RICHEY'S BARBECUE, INC., all Alabama corporations, duly approved and adopted unanimously by written consent of the Directors and at a meeting of the Shareholders of the Surviving Corporation.

This 7th day of February, 1991.

George Drakos
George Drakos
Its President

Sworn to and subscribed before me on this 7th day of February, 1991.

Phyllis B. Boggs
Notary Public

My commission expires
10-28-94

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State of Alabama
Secretary of State
I hereby certify that this is a
true and correct copy of the
document filed in this office
on _____
DATE _____
Secretary of State

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Please Return To *Charles C. Caper*
Shreve, Louisiana
2222 Arlington Avenue So.
Birmingham, Alabama 35205

Rec 25.00
Fut 3.00
28.00

STATE OF ALABAMA
I HEREBY CERTIFY THIS
INSTRUMENT IS FILED
1991 FEB 14 AM 9:14
Thomas A. Henderson
JUDGE OF PROBATE

Secretary of State
State of Alabama
I hereby certify that this is a
true and complete copy of the
document filed in this office
on *February 11, 1991*
DATE *2-11-91*
Billy Joe Camp
Secretary of State