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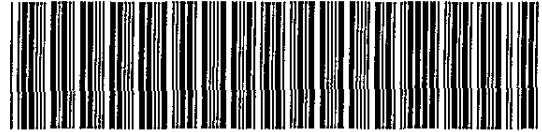
(Business Entity Name)

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SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

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SP  
merger



CONSECO.

CONSECO SERVICES, L.L.C.  
11815 N. Pennsylvania Street  
P.O. Box 1911  
Carmel, Indiana 46082-1911

December 18, 2003

***VIA OVERNIGHT MAIL***

Department of State  
Division of Corporations  
409 East Gaines Street  
Tallahassee, FL 32399

Re: NAL Financial Group, Inc.  
NAL Acceptance Corporation  
NAL Mortgage Corporation

Dear Sir/Madam:

Enclosed for filing please find an original and one copy of Articles of Merger merging NAL Acceptance Corporation and NAL Mortgage Corporation into NAL Financial Group, Inc. Also enclosed is a check made payable to the Florida Department of State the amount of \$105.00 (\$35.00 for each company) to cover the fee for this filing.

Please return a file-marked copy to me in the self-addressed, stamped envelope enclosed for your convenience, at the following address:

Kathy Hancock, J-1023  
Conseco Companies  
11825 N. Pennsylvania Street  
Carmel, IN 46032

Thank you very much for your assistance. If you have any questions, please call me.

Sincerely,

*Kathy Hancock*

Kathy Hancock  
Corporate Paralegal  
1-800-888-4918, ext. 4028  
(317) 817-4028 Fax: (317) 817-5828  
e-mail: [kathy\\_hancock@conseco.com](mailto:kathy_hancock@conseco.com)

Enclosures



CONSECO.

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e-mail: [kathy\\_hancock@conseco.com](mailto:kathy_hancock@conseco.com)

Enclosures

**TRANSMITTAL LETTER**

**TO:** Amendment Section  
Division of Corporations

**SUBJECT:** NAL Financial Group, Inc.  
(Name of surviving corporation)

The enclosed merger and fee are submitted for filing.

Please return all correspondence concerning this matter to the following:

Kathy Hancock  
(Name of person)

Conseco Services, LLC  
(Name of firm/company)

11815 North Pennsylvania Street, J-1023  
(Address)

Carmel, Indiana 46032  
(City/state and zip code)

For further information concerning this matter, please call:

Kathy Hancock at ( 317 817-4028 )  
(Name of person) (Area code & daytime telephone number)

Certified copy (optional) \$8.75 (plus \$1 per page for each page over 8, not to exceed a maximum of \$52.50; please send an additional copy of your document if a certified copy is requested)

**Mailing Address:**  
Amendment Section  
Division of Corporations  
P.O. Box 6327  
Tallahassee, FL 32314

**Street Address:**  
Amendment Section  
Division of Corporations  
409 E. Gaines St.  
Tallahassee, FL 32399



**Seventh: SIGNATURES FOR EACH CORPORATION**

<u>Name of Corporation</u>	<u>Signature</u>	<u>Typed or Printed Name of Individual &amp; Title</u>
NAL Financial Group, Inc. _____	<i>Richard R. Dykhouse</i> _____	Richard R. Dykhouse, Secretary _____
NAL Acceptance Corporation _____	<i>Richard R. Dykhouse</i> _____	Richard R. Dykhouse, Secretary _____
NAL Mortgage Corporation _____	<i>Richard R. Dykhouse</i> _____	Richard R. Dykhouse, Secretary _____
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AGREEMENT AND PLAN OF MERGER

This Agreement and Plan of Merger is dated as of the 18th day of December, 2003, by and among NAL Financial Group, Inc. ("NALFG") and NAL Acceptance Corporation ("NALA") and NAL Mortgage Corporation ("NALMC").

RECITALS

The following recitals are a mutual statement by the parties hereto of certain factual matters which form a basis for this Agreement and Plan of Merger. Such statements do not constitute representations or warranties of any party.

A. NALFG. NALFG is a Delaware corporation. As of the date hereof, the capital stock of NALFG consists of 1,000 authorized shares of Class A common stock, \$0.01 par value, of which 1,000 shares are issued and outstanding and owned by CDOC, Inc. and 1,000 authorized shares of Class B common stock, \$0.01 par value, of which 1,000 shares are issued and outstanding and owned by CDOC, Inc., (the "Common Stock") and 10,000,000 authorized shares of preferred stock, \$0.01 par value, of which 5,000,000 shares are issued and outstanding and owned by CDOC, Inc.

B. NALA. NALA is a Florida corporation. As of the date hereof, the capital stock of NALA consists of 100,000 authorized shares of common stock, \$1.00 par value (the "Common Stock"), of which 1,000 shares are issued and outstanding and owned by NALFG.

C. NALMC. NALMC is a Florida corporation. As of the date hereof, the capital stock of NALMC consists of 100,000 authorized shares of common stock, \$1.00 par value (the "Common Stock"), of which 1,000 shares are issued and outstanding and owned by NALFG.

D. Merger. The respective boards of directors of NALFG and NALA and NALMC have each adopted and approved the entering into of this Agreement and Plan of Merger and have authorized the execution and delivery of this Agreement and Plan of Merger. The Agreement and Plan of Merger provides for the merger of NALA and NALMC with and into NALFG upon the terms and conditions set forth herein (the "Merger"). NALFG will be the surviving corporation of the Merger (sometimes referred to herein as the "Surviving Corporation").

NOW, THEREFORE, in consideration of these premises and the mutual covenants and agreements hereinafter contained, and for the purpose of prescribing the terms and conditions of the Merger, NALFG and NALA and NALMC hereby agree as follows:

1. Merger. Upon the filing of all documents required by this Agreement and Plan of Merger and the laws of the State of Florida, NALA and NALMC shall merge with and into NALFG, which shall be the Surviving Corporation, and NALFG shall continue to be subject to and governed by the laws of the State of Florida.

2. Effective Date of Merger. The effective date of the Merger shall be the date on which an Articles of Merger is filed with the Secretary of State of Florida (the "Effective Date").

3. Certificate of Incorporation. The Certificate of Incorporation of NALFG on the Effective Date shall be and remain the Certificate of Incorporation of the Surviving Corporation, until the same may be amended in accordance with the laws of the State of Florida.

4. Bylaws. The Bylaws of NALFG on the Effective Date shall be and remain the Bylaws of the Surviving Corporation, until the same may be amended in accordance with the provisions thereof.

5. Directors and Officers. The directors of NALFG on the Effective Date shall serve as the directors of the Surviving Corporation until their respective successors are duly elected and qualified. Subject to the authority of the board of directors of NALFG, the officers of NALFG on the Effective Date shall serve as the officers of the Surviving Corporation.

6. Cancellation of Shares in the Merger. On the Effective Date, each issued and outstanding share of common stock of NALA and NALMC held by NALFG shall be canceled automatically and no additional shares of NALA or NALMC common stock will be issued.

7. Effect of the Merger. The Merger shall have the effects set forth in the Florida Business Corporation Act.

8. Accounting Matters. The assets and liabilities of NALA and NALMC on the Effective Date shall be taken up on the books of NALFG at the amounts at which they are carried at the time on the books of NALA and NALMC.

9. Termination. This Agreement and Plan of Merger may be terminated at any time before the Effective Date, whether before or after the approval of this Agreement and Plan of Merger by the board of directors of NALFG or NALA and NALMC. Upon any such termination, neither party hereto shall have any liability or obligation hereunder to the other and this Agreement and Plan of Merger shall be void and of no force or effect whatsoever.



IN WITNESS WHEREOF, this Agreement and Plan of Merger has been duly executed by the appropriate officers of NALFG and NALA and NALMC on the day and year first above written.

NAL FINANCIAL GROUP, INC.

By: Richard R. Dykhouse  
Richard R. Dykhouse, Secretary

NAL ACCEPTANCE CORPORATION

By: Richard R. Dykhouse  
Richard R. Dykhouse, Secretary

NAL MORTGAGE CORPORATION

By: Richard R. Dykhouse  
Richard R. Dykhouse, Secretary