UNOFFICIAL COPY 1 50/m #20

Certificate No. 1127617 Document No. 3796716 TO THE REGISTRAR OF TITLES COOK COUNTY, ILLINOIS: You are directed to register the Document hereto attached on the Cartificate 1197617 Indicated affecting the following nescribed primises, to-wit: In Berrym Gardens, a Subaltituder of the South 17"1.7 seet of the (4) of local m 19, from 39 North Dange 13, Boas of the Wird Principal Meridian. County Clarks Section 19 Township 39 North, Range Third Principal Meridian, took County, Illinois.

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Merger

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MERGER AGREEMENT

This Merger Agreement is dated-as of which is entered into by household Bank, for betracted as a savings bank ("Household") and Freedom Federal Bavings bank ("Freedom") a federal savings bank and a wholly owned subsidiary of Household. Household and Freedom do hereby agree, for the purpose of prescribing the terms and conditions of the merger of Household with and into Freedom ("Merger") as follows:

- 1. Effective Date. The Merger shall not be effective unless and until approved by the Federal Home Loan Bank Board ("FILTER"). The effective date ("Effective Date") of the merger shall be the date the Articles of Combination are endorsed by the Office of the Secretary of the FHLBB pursuant to Section 552.13(1) of the Rules and Regulations for the Federal Savings and Loan System [12 C.F.R. Section 552.13(1)].
- 2. Siint of Merger. At the Effective Date (a) Freedom shall be marged with and into Lousehold, (b) the separate existence of Freedom shall cease, and (c) all assets and property (real, personal and mixed, tangible and intengible), choses in action, rights and credits then owned by each of Household and Freedom, or either of them, shall limmediately by operation of law and this Merger Agreement, and without any conveyance, transfer or further action, become the property of Household, Household shall be a continuation of the entity of each of Household and Freedom, and shall succeed to all rights and obligations (and the duties and liabilities connected therewith) of each of them.
 - 3. Sale and Cantellation of Stock. On the Effective Date, each issued and outstanding share of Common Stock, \$.01 par value, of Freedom ("Freedom Common") shall, without further action, cease to be an issued and existing share of Freedom, but shall become and be converted into one share of Common Stock of Household.
- 4. No Amendments to Charter or Ey-laws of Household. The Charter and By-laws of Household will be the Charter and By-laws of the surviving entity, and will not be amended by or in connection with the merger.
 - 5. Name of Resulting Association. The name of the resulting entity shall remain Household Bank, f.s.b.
 - 6. Logation of Offices. Upon the Effective Date, all offices (including authorized but uncpened branches) of Freedom shall be combined into Household. Upon the Effective Date the location of the home office of Household will remain at 4301 HacArthur, Newport Beach, California 92680, and the location of the branch offices will be as set forth in

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Attachment A hereto and incorporated by reference herein, except for offices authorized or closed subsequent to the date of this Merger Agreement.

- 7. Savings Accounts. Upon the Effective Date, all savings accounts of Freedom, without reissue, shall become savings accounts in Household without change in their respective terms, including without limitation, maturity, minimum required balances or withdrawal value. Each savings account of Freedom will, as of the Effective Date, be considered, for all purposes thereafter, as if it had been a savings account of Household at the time it was opened and at all times thereafter until such account cases to be a savings account of Household.
- B. <u>Directors</u>. Upon and after the Effective Date, and until changed in accordance with the By-laws of Household and applicable law, the members of the Board of Directors of Household shall be as attached in Attachment B. Such directors shall serve for the term that expires in the year set forth after his or her respective name in Attachment B, and until a successor is elected and qualified.
- 9. Liquitation Account. Any liquidation account (including all limbilities, obligations, duties and rights connected therewith) of Freedom in existence prior to the Effective Date of the Merger shall continue in effect subject to its existing terms and conditions and shall remain an obligation of Household after the Merger.
- 10. Amendment. Subject to applicable law, the parties hereto, by authorization of their respective doards of Directors if required, may amend, modify or supplement this Merger Agreement by an agreement in writing executed by the parties hereto.
- 11. <u>Counterparts</u>. The Merger Agreement may be executed in one or more counterparts.

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IN WITNESS WHEREOF, the parties hereto have caused this Merger Agreement to be signed by their duly authorized officers as of the date first set forth above.

FREEDOM FEDERAL SAVINGS BANK

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ATTEST:

Name: Pamela A. Lenane

HOUSEHOLD PANK, f.m.b.

ATTEST:

Name:

President, Chainman,

of the Bound, Chief Executive Officer

Name: Robert H. Carpenter

C/O/7/5 O/F/CO

HB2.FFD(sid)

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ENDORSEMENT

The foragoing Articles of Combination, relating to Freedom Federal Savings Bank and Household Bank, f.s.b., were filed with the Secretary of the Federal Home Loan Bank Board and endorsed pursuant to Section 552.13(1) of the Rules and Regulations for Federal Associations (12 C.F.E. 552.13(1), offective this 3 harmonic day of Lugar 1988, at day of Chaquet 10:50 A.M.

FEDERAL/HOME LOAN BANK BOARD

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Home Loan Bank Board

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ARTICLES OF COMBINATION

These Articles of Combination are filed pursuant to 12 C.F.R. 8552-13(1) by HOUSEHOLD BANK, f.s.b., a federal savings bank "Fousehold") and FREEDOM FEDERAL SAVINGS BANK a federal savings bat ("Freedom") to effectuate the merger of Freedom into Household ("Merger"). Household will be the surviving association.

- The Merger Agreement between Household and 1. Plan of Combination. Freedom dated August , 1988 is attached hereto and incorporated hereir.
- 2. Number of Shares Outstanding.
 - A. The number of shares of Freedom outstanding and entitled to vote is
 - R. The number of shares of Household outstanding is 1,411,361.
- 1. Number of Shares Voted for and Against the Merger.
 - A. The number of shares of Freedom voted FOR the Merger was 1.
 - B. The number of shares of Freedom voted AGAINST the Merger was O.
 - C. The number of shares of Household voted FOR the Merger was 1,411,361.
 - D. The number of shares of Rousehold voted AGAINST the Merger was O.

N WITNESS WHEREOF, Household and Freedom have caused these Articles of Combination to be signed by its duly authorized officers this 320 day of Texast , 1988.

HOUSEHOLD BANK, f.s.b.

Serge J. Decetta

HV:

HV:

President, Chairman of

the Board and Chief

Executive Officer

Assistant Secretary

Robert II. Carpenter, Vice President and

Portfied and Attested:

General Counsel

FREEDON FEDERAL SAYINGS DANK

By:

Name:

Eugene J. Culbartson

Title:

President and

Chief Exacutive Officer

By:

Pamela A. Lenane Name:

Title:

Senior Vice President,

Corporate Secretary and

General Counsel

Verified and Attested:

By:

Name:

J:hM R. Meyer

Title:

Flecutive Vice President and

Chief Operating Officer

9881.FFD(w/s/s/d)

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