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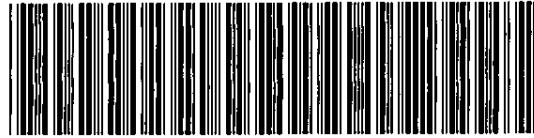
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**DATE:** 12-29-2011

**NAME:** FFG COLORADO, INC.

**EFFECTIVE DATE** 1/1/2012

**TYPE OF FILING:** MERGER

**COST:** \$78.75

**RETURN:** CERTIFIED COPY

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**ACCOUNT:** FCA000000015

**AUTHORIZATION:** ABBIE/PAUL HODGE



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COVER LETTER

EFFECTIVE DATE 11/1/2012

TO: Amendment Section  
Division of Corporations

SUBJECT: FFG Colorado, Inc.  
Name of Surviving Corporation

FILED STATE  
SECRETARY OF CORPORATIONS  
DIVISION OF CORPORATIONS  
11 DEC 29 PM 2 21

The enclosed Articles of Merger and fee are submitted for filing.

Please return all correspondence concerning this matter to following:

Gil B. Rosenthal

Contact Person

Krendl Krendl Sachnoff & Way, P.C.

Firm/Company

370 17th Street, Suite 5350

Address

Denver, CO 80202

City/State and Zip Code

neb@krendl.com

E-mail address: (to be used for future annual report notification)

For further information concerning this matter, please call:

Noel Berger

Name of Contact Person

At ( 303 )

629-2600

Area Code & Daytime Telephone Number

☒ Certified copy (optional) \$8.75 (Please send an additional copy of your document if a certified copy is requested)

**STREET ADDRESS:**

Amendment Section  
Division of Corporations  
Clifton Building  
2661 Executive Center Circle  
Tallahassee, Florida 32301

**MAILING ADDRESS:**

Amendment Section  
Division of Corporations  
P.O. Box 6327  
Tallahassee, Florida 32314

EFFECTIVE DATE 1/1/2012

FILED STATE  
SECRETARY OF STATE  
DIVISION OF CORPORATIONS  
11 07 02 09 2 04 PM '12

**ARTICLES OF MERGER**  
(Profit Corporations)

The following articles of merger are submitted in accordance with the Florida Business Corporation Act, pursuant to section 607.1105, Florida Statutes.

**First:** The name and jurisdiction of the surviving corporation:

<u>Name</u>	<u>Jurisdiction</u>	<u>Document Number</u> (If known/ applicable)
<u>FFG Colorado, Inc.</u>	<u>Colorado</u>	<u></u>

**Second:** The name and jurisdiction of each merging corporation:

<u>Name</u>	<u>Jurisdiction</u>	<u>Document Number</u> (If known/ applicable)
<u>Financial Foundation Group, Inc.</u>	<u>Florida</u>	<u>P02000080380</u>
<u></u>	<u></u>	<u></u>
<u></u>	<u></u>	<u></u>
<u></u>	<u></u>	<u></u>
<u></u>	<u></u>	<u></u>

**Third:** The Plan of Merger is attached.

**Fourth:** The merger shall become effective on the date the Articles of Merger are filed with the Florida Department of State.

**OR** 1 / 1 / 2012 (Enter a specific date. NOTE: An effective date cannot be prior to the date of filing or more than 90 days after merger file date.)

**Fifth:** Adoption of Merger by surviving corporation - (COMPLETE ONLY ONE STATEMENT)

The Plan of Merger was adopted by the shareholders of the surviving corporation on 12/29/11.

The Plan of Merger was adopted by the board of directors of the surviving corporation on \_\_\_\_\_ and shareholder approval was not required.

**Sixth:** Adoption of Merger by merging corporation(s) (COMPLETE ONLY ONE STATEMENT)

The Plan of Merger was adopted by the shareholders of the merging corporation(s) on 12/29/11.

The Plan of Merger was adopted by the board of directors of the merging corporation(s) on \_\_\_\_\_ and shareholder approval was not required.

(Attach additional sheets if necessary)

**Seventh: SIGNATURES FOR EACH CORPORATION**

Name of Corporation

Signature of an Officer or  
Director

Typed or Printed Name of Individual & Title

FFG Colorado, Inc.



Kenneth Perrin, President

Financial Foundation

Group, Inc.



Kenneth Perrin, President

## **PLAN OF MERGER**

(Non Subsidiaries)

The following plan of merger is submitted in compliance with section 607.1101, Florida Statutes, and in accordance with the laws of any other applicable jurisdiction of incorporation.

**First:** The name and jurisdiction of the **surviving** corporation:

Name

Jurisdiction

FFG Colorado, Inc.

Colorado

**Second:** The name and jurisdiction of each **merging** corporation:

Name

Jurisdiction

Financial Foundation Group, Inc.

Florida

**Third:** The terms and conditions of the merger are as follows:

See attached form of "Agreement and Plan of Merger."

**Fourth:** The manner and basis of converting the shares of each corporation into shares, obligations, or other securities of the surviving corporation or any other corporation or, in whole or in part, into cash or other property and the manner and basis of converting rights to acquire shares of each corporation into rights to acquire shares, obligations, or other securities of the surviving or any other corporation or, in whole or in part, into cash or other property are as follows:

See attached form of "Agreement and Plan of Merger."

*(Attach additional sheets if necessary)*

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**THE FOLLOWING MAY BE SET FORTH IF APPLICABLE:**

Amendments to the articles of incorporation of the surviving corporation are indicated below or attached:

**OR**

Restated articles are attached:

Other provisions relating to the merger are as follows:

See attached form of "Agreement and Plan of Merger."

## **AGREEMENT AND PLAN OF MERGER**

This Agreement and Plan of Merger (this "**Agreement**"), dated effective as of January 1, 2012, is entered into by and between FFG Colorado, Inc., a Colorado corporation ("**Purchaser**"), and Financial Foundation Group, Inc., a Florida corporation ("**Target**").

### **RECITALS**

The shareholder of each of the above-referenced corporations (together, the "**Companies**") desires to have Target merge with and into Purchaser (the "**Transaction**"). The shareholders of the Companies deem the merger to be desirable and in the best interests of each of the Companies, and have approved both this Agreement and the merger. The Transaction is intended to qualify as a reincorporation under I.R.C. Section 368(a)(1)(F). The terms, conditions, and manner of consummating the merger are set forth herein.

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

### **ARTICLE 1: The Merger and Its Effects**

1.1. **Merger Effective Time.** Subject to the provisions of this Agreement, each of the Companies shall duly prepare and execute the proper documents to effectuate the merger, setting forth the information required by, and otherwise in compliance with, the Colorado Business Corporation Act, as amended, and the Florida Business Corporation Act, as amended, and thereafter shall have such documents delivered for filing with the offices of the Secretaries of State of the states of Colorado and Florida as soon as practicable. The merger shall become effective for all purposes on January 1, 2012 (the "**Merger Effective Time**").

1.2. **Surviving Entity.** The surviving entity shall be Purchaser and, following the merger, it shall have its principal place of business at the following address: 9362 Teddy Lane, Suite 104, Lone Tree, CO 80124.

1.3. **Effect of the Merger.** At the Merger Effective Time, by virtue of the merger and without any action on the part of any person, the following shall occur:

(a) Target shall be merged with and into Purchaser, the separate existence of Target shall cease, and Purchaser shall be the surviving entity, shall continue to exist, and shall be governed by the laws of the State of Colorado.

(b) The Articles of Incorporation of Purchaser as in effect immediately prior to the Merger Effective Time shall remain the Articles of Incorporation of Purchaser as the surviving entity.

(c) The officers and directors of Purchaser immediately prior to the Merger Effective Time shall remain the officers and directors of Purchaser.

(d) All of the Shares of Purchaser ("**Purchaser Shares**") outstanding immediately prior to the Merger Effective Time shall remain outstanding, and the merger shall not affect the number or ownership of the Purchaser Shares owned prior to the merger.

(e) All of the shares of Target (the "**Target Shares**") outstanding immediately prior to the Merger Effective Time shall be extinguished.

(f) From and after the Merger Effective Time, the merger shall have all the other effects provided by applicable law.

## **ARTICLE 2: Representations and Warranties of Each of the Companies**

Each of the Companies hereby represents and warrants the following to the other party hereto:

2.1. **Formation; Qualification.** Each Company represents and warrants that it was duly organized under the laws of its state of organization and is validly existing and in good standing under the laws of such state. Each Company represents and warrants that it has all requisite corporate power and authority to own, operate or lease its properties and to carry on its business as now being conducted.

2.2. **Capitalization.** Each Company represents and warrants that its outstanding shares are duly authorized, validly issued, fully paid and nonassessable, and that there are no outstanding subscriptions, options or other arrangements or commitments obligating it to issue any additional shares, or dilute the ownership interest of any shareholder, and all shares are free and clear of any and all encumbrances.

2.3. **Authority and Authorization.** Each Company represents and warrants that it has all requisite power and authority to enter into and perform the provisions of this Agreement, and that the execution and delivery of this Agreement and the consummation of the transactions contemplated hereby have been duly authorized by all necessary action on the part of the Company subject to the approval of this Agreement by the shareholders of such Company. Subject to such approval, this Agreement has been duly executed and delivered by the Company.

## **ARTICLE 3: Conditions Precedent to Each Party's Obligations to Effect the Merger**

The respective obligations of each party to effect the merger shall be subject to the fulfillment or waiver, at or prior to the Merger Effective Time, of the following conditions:

(a) The approval and adoption of this Agreement by the shareholders of each of the Companies.

(b) The absence of any order or injunction of any court or governmental authority of competent jurisdiction preventing consummation of the transactions contemplated hereby.

(c) Each party to this Agreement shall have performed in all material respects their respective duties and obligations contained in this Agreement and required to be performed at or prior to the Merger Effective Time.

#### **ARTICLE 4: Additional Agreements**

4.1. **Other Actions.** As soon as reasonably practicable after the execution of this Agreement, each of the Companies will take all action necessary to duly call, give notice of, convene and hold meetings or obtain the requisite written consents of its respective shareholders to consider and vote upon approval of the merger and the transactions contemplated hereby. Each of the Companies will use all reasonable efforts to take all other action necessary or advisable to secure any vote or consent of its respective shareholders required by its organizational documents, this Agreement, or applicable law to effect the merger.

4.2. **Additional Agreements.** Subject to the terms and conditions provided herein, each of the Companies shall use all reasonable efforts to obtain in a timely manner all necessary waivers, consents and approvals and to effect all necessary registrations and filings, and to use all reasonable efforts to take, or cause to be taken, all other actions and to do, or cause to be done, all other things necessary, proper or advisable to consummate and make effective as promptly as practicable the transactions contemplated by this Agreement.

#### **ARTICLE 5: Termination**

5.1. **Termination.** This Agreement may be terminated and the merger contemplated hereby may be abandoned at any time prior to the Merger Effective Time by written agreement of the Companies.

5.2. **Effect of Termination.** If this Agreement is terminated as provided herein, there shall be no liabilities or obligations hereunder on the part of the Companies.

#### **ARTICLE 6: Miscellaneous**

6.1. **Further Cooperation.** At, and from time to time after, the Merger Effective Time, at the request of the Companies but without further consideration, each party will take all such actions and deliver all such documents as shall be reasonably necessary or appropriate to carry out the intent, terms and provisions of this Agreement.

6.2. **Invalid Provisions.** If any provision of this Agreement is held by a court or other authority of competent jurisdiction to be illegal, invalid or unenforceable under present or future laws effective during the term hereof, such provision shall be fully severable; this Agreement shall be construed and enforced as if such illegal, invalid or unenforceable provision had never comprised a part hereof; and the remaining provisions hereof shall remain in full force and effect and shall not be affected by the illegal, invalid or unenforceable provision or by its severance therefrom. Furthermore, in lieu of such illegal, invalid or unenforceable provision, there shall be added automatically as a part of the Agreement a provision as similar in terms to such illegal, invalid or unenforceable provision as may be possible to be legal, valid and enforceable.

6.3. **Entirety and Amendments.** This instrument embodies the entire agreement between the parties, and supersedes all prior agreements and understandings, if any, relating to the subject matter hereof and may be amended only by an instrument in writing executed by the parties hereto and supplemented only by documents delivered in accordance with the express terms hereof.

6.4. **Headings.** The headings, captions and arrangements used in this Agreement are for convenience only and shall not be deemed to limit, amplify or modify the terms of this Agreement or affect the meaning hereof.

6.5. **Governing Law.** The terms and conditions of this Agreement shall be governed by and construed in accordance with the laws of the State of Colorado.

6.6. **Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which together shall constitute but one and the same instrument; but in making proof of this Agreement, it shall not be necessary to produce or account for all counterparts.

*[Signature Page Follows]*

**IN WITNESS WHEREOF**, the undersigned Companies have caused this Agreement and Plan of Merger to be duly executed as of the date first above written.

**PURCHASER:**

FFG COLORADO, INC.,  
a Colorado corporation


By:   
Kenneth Perrin, President

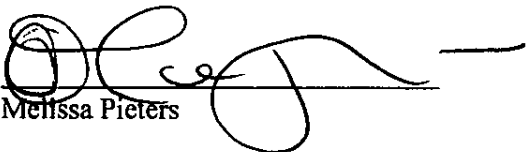
**TARGET:**

FINANCIAL FOUNDATION GROUP, INC.,  
a Florida Corporation

By:   
Kenneth Perrin, President


**PURCHASER SHAREHOLDERS:**

  
Kenneth Perrin

  
Melissa Pieters

  
Aryn Goldman

**TARGET SHAREHOLDER:**

  
Kenneth Perrin