

657152

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01 JUN 28 PM 2:07  
SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

Capitol Services, Inc.  
Requester's Name  
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Tallahassee, FL 32301 (850) 878-4734  
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CORPORATION NAME(S) & DOCUMENT NUMBER(S), (if known):

- 1. Edorado Financial Group, Inc. 657152  
(Corporation Name) (Document #) Merger
- 2. \_\_\_\_\_ (Corporation Name) (Document #) 900004449919--3  
-06/28/01--01073--002  
\*\*\*\*\*43.75 \*\*\*\*\*43.75
- 3. \_\_\_\_\_ (Corporation Name) (Document #) 900004449919--3  
-06/28/01--01073--003  
\*\*\*\*\*35.00 \*\*\*\*\*35.00
- 4. \_\_\_\_\_ (Corporation Name) (Document #) \_\_\_\_\_

- Walk in  Pick up time 6/28  Certified Copy
- Mail out  Will wait  Photocopy  Certificate of Status

NEW FILINGS

- Profit
- Not for Profit
- Limited Liability
- Domestication
- Other

AMENDMENTS

- Amendment
- Resignation of R.A., Officer/Director
- Change of Registered Agent
- Dissolution/Withdrawal
- Merger

OTHER FILINGS

- Annual Report
- Fictitious Name

REGISTRATION/QUALIFICATION

- Foreign
- Limited Partnership
- Reinstatement
- Trademark
- Other

RECEIVED  
DEPARTMENT OF STATE  
DIVISION OF CORPORATIONS  
2001 JUN 28 AM 11:14  
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SUFFICIENCY OF FILING

Examiner's Initials APR

6/28/01

ARTICLES OF MERGER  
Merger Sheet

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MERGING:

ELDORADO FINANCIAL GROUP, INC., a Florida corporation 657152

INTO

**ELDORADO FINANCIAL GROUP, INC.**, a Nevada entity not qualified in Florida

File date: June 28, 2001

Corporate Specialist: Annette Ramsey

**ARTICLES OF MERGER OF  
FOREIGN AND DOMESTIC CORPORATIONS**

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Pursuant to the provisions of Section 607.1109 of the Florida General Corporation Act, the undersigned domestic and foreign corporations adopt the following Articles of Merger for the purpose of merging one of such corporations into the other of such corporations.

1. The Names of the undersigned corporations and the states under the laws of which they are respectively organized are:

<u>Name of Corporation</u>	<u>State of Incorporation</u>
Eldorado Financial Group, Inc.	Florida
Eldorado Financial Group, Inc.	Nevada

2. The laws of the state under which such foreign corporation is organized permit such merger.

3. The name of the surviving corporation is Eldorado Financial Group, Inc., a Nevada corporation, and it is to be governed by the laws of the State of Nevada. Its registered office is located at 202 South Minnesota Street, Carson City, Nevada 89703.

4. The Agreement of Merger and Plan of Merger and Reorganization, which was approved by the shareholders of the undersigned domestic corporation in the manner prescribed by the provisions contained in Section 607.1101 - 1107 of the Florida General Corporation Act and approved by the undersigned foreign corporation in the manner prescribed by the laws of the State of Nevada under which it is organized, is set forth in Exhibit "A" attached hereto and incorporated herein by this reference. The Agreement & Plan of Merger was adopted by the shareholders of both corporations on June 21, 2001.

5. As to each of the undersigned corporations, the number of shares outstanding and the designation and number of outstanding shares of each class entitled to vote as a class on such Amendment of Merger and Plan of Merger and Reorganization are as follows:

<u>Name of Corporation</u>	<u>Number of Common Shares Outstanding</u>
Eldorado Financial Group, Inc. (Florida)	9,166,515
Eldorado Financial Group, Inc. (Nevada)	1,000

None of the shares of a class of the domestic or foreign corporation was entitled to vote as a class.

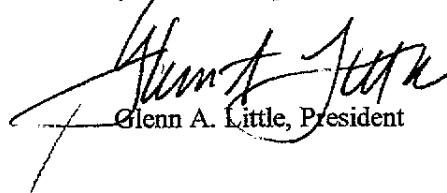
6. As to each of the undersigned corporations, the total number of shares voted for and against such Agreement of Merger and Plan of Merger and Reorganization, respectively, is as follows:

<u>Name of Corporation</u>	<u>Total Voted For</u>	<u>Number of Shares Total Voted Against</u>
Eldorado Financial Group, Inc. (Florida)	8,584,899	-0-
Eldorado Financial Group, Inc. (Nevada)	1,000	-0-

7. Eldorado Financial Group, Inc., a Nevada corporation, the surviving corporation, hereby: (a) agrees that it may be served with process in the State of Florida in any proceeding for the enforcement of any obligation of the undersigned domestic corporation and in any proceeding for the enforcement of the rights of a dissenting shareholder of such domestic corporation against the surviving corporation; (b) irrevocably appoints the Secretary of State of Florida as its agent to accept service of process in any proceedings; and (c) agrees that it will promptly pay to the dissenting shareholders of such domestic corporation the amount, if any, to which they shall be entitled under the provisions of the Florida General Corporation Act with respect to the rights of dissenting shareholders.

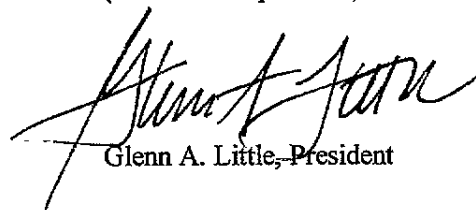
Dated: June 21, 2001

Eldorado Financial Group, Inc.  
(a Nevada corporation)



Glenn A. Little, President

Eldorado Financial Group, Inc.  
(a Florida corporation)



Glenn A. Little, President

Exhibit A

## **AGREEMENT OF MERGER AND PLAN OF MERGER AND REORGANIZATION**

Agreement of Merger and Plan of Merger and Reorganization dated June 21, 2001 by and between Eldorado Financial Group, Inc., a Florida corporation ("Eldorado-Florida"), and Eldorado Financial Group, Inc., a Nevada corporation ("Eldorado-Nevada") (hereinafter, Eldorado-Florida and Eldorado-Nevada being called the "Constituent Corporations").

### **WHEREAS:**

1. The Board of Directors of Eldorado-Florida and Eldorado-Nevada have resolved that Eldorado-Florida be merged (hereinafter called the "merger") under and pursuant to the Nevada Statutes Revised and the Florida Business Corporation Act into a single corporation existing under the laws of the State of Nevada, to wit, Eldorado-Nevada, which shall be the surviving corporation (such corporation in its capacity as such surviving corporation being sometimes referred to herein as the "Surviving Corporation") in a transaction qualifying as a reorganization within the meaning of Section 368(a)(1)(F) of the Internal Revenue Code of 1986, as amended;
2. The authorized capital stock of Eldorado-Florida consists of 100,000,000 shares of capital stock with a par value of \$.001 per share (hereinafter called "Eldorado-Florida Stock") 10,000,000 shares of which are issued and outstanding;
3. The authorized capital stock of Eldorado-Nevada consists of 100,000,000 shares of capital stock with a par value of \$.001 per share (hereinafter called "Eldorado-Nevada Stock") 1,000 shares of which are issued and outstanding;
4. The respective Boards of Directors of Eldorado-Florida and Eldorado-Nevada have approved the Merger upon the terms and conditions hereinafter set forth and have approved this Agreement.

NOW, THEREFORE, in consideration of the premises and the mutual agreements, provisions and covenants herein contained, the parties hereto hereby agree, in accordance with the Nevada Revised Statutes and the Florida Business Corporation Act, that Eldorado-Florida shall be, at the Effective Date (as hereinafter defined), merged into a single corporation existing under the laws of the State of Nevada, to wit, Eldorado-Nevada, which shall be the Surviving Corporation, and the parties hereto adopt and agree to the following agreements, terms and conditions relating to the Merger and the mode of carrying the same into effect.

### **1. SHAREHOLDERS' CONSENTS; FILINGS; EFFECTS OF MERGER**

1.1 Action by Shareholders of Eldorado-Florida. Eldorado-Florida shall obtain the approval of its shareholders, in accordance with the Florida Business Corporation Act, at the earliest practicable date, which written consent shall, among other matters, adopt and ratify this Agreement.

1.2 Action by Eldorado-Florida as Sole Shareholder of Eldorado-Nevada. At the earliest practicable date, Eldorado-Florida, as the sole shareholder of Eldorado-Nevada, shall adopt this Agreement in accordance with the Nevada Revised Statutes.

1.3 Filing of Articles of Merger, Effective Date. If (a) this Agreement is adopted by the shareholders of Eldorado-Florida, in accordance with the Florida Business Corporation Act, (b) this

Agreement has been adopted by Eldorado-Florida as the sole shareholder of Eldorado-Nevada, in accordance with the Nevada Revised Statutes, and (c) this Agreement is not thereafter, and has not theretofore been terminated or abandoned as permitted by the provisions hereof, then an Articles of Merger shall be filed and recorded in accordance with the Nevada Revised Statutes and an Articles of Merger shall be filed and recorded in accordance with the Florida Business Corporation Act. Such filings shall be made on the same day. The Merger shall become effective at 9:00 A.M. on the calendar day following the day of such filing in Nevada, which date and time is herein referred to as the "Effective Date."

1.4 Certain Effects of Merger. On the Effective Date, the separate existence of Eldorado-Florida shall cease, and Eldorado-Florida shall be merged into Eldorado-Nevada which, as the Surviving Corporation, shall possess all the rights, privileges, powers and franchises, of a public as well as of a private nature, and be subject to all the restrictions, disabilities and duties of each of the Constituent Corporations; and all and singular, the rights, privileges, powers and franchises of the Constituent Corporations, and all property, real, personal and mixed, and all debts due to the Constituent Corporations on whatever account, as well as for stock subscriptions and all other things in action or belonging to such Constituent Corporations, shall be vested in the Surviving Corporation; and all property, rights, privileges, powers and franchises, and all and every other interest shall be thereafter as effectually the property of the Surviving Corporation as they were of the Constituent Corporations, and the title to any real estate vested by deed or otherwise, under the laws of Florida, Nevada or any other jurisdiction, in any of the Constituent Corporations, shall not revert or be in any way impaired; but all rights of creditors and all liens upon any property of any of the Constituent Corporations shall be preserved unimpaired, and all debts, liabilities and duties of the Constituent Corporations shall thenceforth attach to the 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. At any time, or from time to time, after the Effective Date, the last acting officers of Eldorado-Florida, or the corresponding officers of the Surviving Corporation may, in the name of Eldorado-Florida, execute and deliver all such proper deeds, assignments and other instruments and take or cause to be taken all such further or other action as the Surviving Corporation may deem necessary or desirable in order to vest, perfect or confirm in the Surviving Corporation title to and possession of all of the Constituent Corporations property, rights, privileges, powers, franchises, immunities and interests and otherwise to carry out the purposes of this Agreement.

II. NAME OF SURVIVING CORPORATION; ARTICLES OF INCORPORATION; BYLAWS;

2.1 Name of Surviving Corporation. The name of the Surviving Corporation from and after the Effective Date shall be Eldorado Financial Group, Inc.

2.2 Articles of Incorporation. The Articles of Incorporation of Eldorado-Nevada as in effect on the date hereof, shall, from and after the Effective Date, be and continue to be the Articles of Incorporation of the Surviving Corporation, until changed or amended as provided by law.

2.3 Bylaws. The Bylaws of Eldorado-Nevada, as in effect immediately before the Effective Date shall, from and after the Effective Date, be and continue to be the Bylaws of the Surviving Corporation, until amended as provided therein.

### III STATUS AND CONVERSION OF SECURITIES

3.1 Eldorado-Florida Stock. Each share of Eldorado-Florida Stock which shall be issued and outstanding immediately before the Effective Date shall, by virtue of the Merger and without any action on the part of the holder thereof, be converted at the Effective Date into one (1) fully paid share of Eldorado-Nevada Stock.

3.2 Eldorado-Nevada Stock held by Eldorado-Florida. All issued and outstanding shares of Eldorado-Nevada Stock held by Eldorado-Florida immediately before the Effective Date shall, by virtue of the Merger and at the Effective Date, cease to exist and the certificate(s) representing such shares shall be canceled.

3.3 Surrender of Certificates. After the Effective Date, certificates evidencing outstanding shares of Eldorado-Florida Stock shall evidence the right of the holder thereof to receive a certificate(s) for shares of Eldorado-Nevada Stock as aforesaid. Holders of certificates representing shares of Eldorado-Florida Stock, upon surrender of such certificates to the transfer agent of the Eldorado-Nevada Stock to effect the exchange of certificates, shall be entitled to receive, upon such surrender, a certificate or certificates representing a like number of shares of Eldorado-Nevada Stock. Until so surrendered, outstanding certificates for shares of Eldorado-Florida Stock shall be deemed for all corporate purposes, including voting rights, subject to the further provisions of this Article 3, to evidence the ownership of the shares of Eldorado-Nevada Stock into which such shares of Eldorado-Florida Stock have been so converted. No dividends or distributions will be paid to the person entitled to receive certificates for shares of Eldorado-Nevada Stock pursuant hereto until such person shall have surrendered his Eldorado-Florida Stock certificates; but there shall be paid to the record holder of such certificate, with respect to the number of shares of Eldorado-Nevada Stock issued in exchange therefor (i) upon such surrender, the amount of any dividends or distributions with a record date after the Effective Date and before surrender which shall have become payable thereon since the Effective Date, without interest; and (ii) after such surrender, the amount of any dividends thereon with a record date after the Effective Date and before surrender and the payment date of which shall be after surrender, such amount to be paid on such payment date. If any certificate for shares of Eldorado-Nevada Stock is to be issued in a name other than that in which the certificate surrendered in exchange therefor is registered, it shall be a condition of the issuance thereof that the certificate so surrendered shall be properly endorsed and otherwise be in proper form for transfer and that the person requesting such exchange pay to the transfer agent any transfer or other taxes required by reason of the issuance of a certificate for shares of Eldorado-Nevada Stock in any name other than that of the registered holder of the certificate surrendered, or establish to the satisfaction of the transfer agent that such tax has been paid or is not payable. At the Effective Date of the Merger, all shares of Eldorado-Florida Stock which shall then be held in its treasury, if any, shall cease to exist, and all certificates representing such shares shall be canceled.

3.4 Fractional Shares. Eldorado-Nevada will not issue certificates representing fractional shares of Eldorado-Nevada Stock, upon the Merger. Rather, fractional interests, if any, shall be rounded up to the nearest whole share.

### IV. MISCELLANEOUS

4.1 This Agreement may be terminated and the proposed Merger abandoned at any time before the Effective Date of the Merger, and whether before or after approval of this Agreement of Merger and Plan of Merger and Reorganization by the mutual agreement of the Board of Directors of the Constituent Corporations abandoning this Agreement of Merger and Plan of Merger and Reorganization.

4.2 On and after the Effective Date of the Merger, the officers and directors of Eldorado-Nevada shall remain in such positions until their earlier resignation or removal.

4.3 For the convenience of the parties hereto and to facilitate the filing of this Agreement of Merger and Plan of Merger and Reorganization, any number of counterparts hereof may be executed; and each such counterpart shall be deemed to be an original instrument.

IN WITNESS WHEREOF, this Agreement has been executed by Eldorado Financial Group, Inc. a Florida corporation, and Eldorado Financial Group, Inc., a Nevada corporation, all on the date first above written.

Eldorado Financial Group, Inc.  
(a Nevada corporation)



Glenn A. Little, President

Eldorado Financial Group, Inc.  
(a Florida corporation)



Glenn A. Little, President