

F06000002456

Florida Department of State
Division of Corporations
Public Access System

Electronic Filing Cover Sheet

Note: Please print this page and use it as a cover sheet. Type the fax audit number (shown below) on the top and bottom of all pages of the document.

(((H07000161226 3)))

6/30/07



H070001612263ABCZ

Note: DO NOT hit the REFRESH/RELOAD button on your browser from this page. Doing so will generate another cover sheet.

To: Division of Corporations
Fax Number : (850) 205-0380

From: Account Name : C T CORPORATION SYSTEM
Account Number : FCA000000023
Phone : (850) 222-1092
Fax Number : (850) 878-5926

SECRETARY OF STATE
TALLAHASSEE, FLORIDA

2007 JUN 19 PM 4:17

FILED

MERGER OR SHARE EXCHANGE

Bliss McKnight Common Paymaster, Inc.

Certificate of Status	0
Certified Copy	0
Page Count	09
Estimated Charge	\$350.00

DOE
6/19/07

Electronic Filing Menu

Corporate Filing Menu

Help

RECEIVED
07 JUN 19 AM 8:00
DIVISION OF CORPORATIONS

EFFECTIVE DATE
6/30/07

FILED
2007 JUN 19 PM 4:17
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

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)
Bliss McKnight, Inc. dba Bliss McKnight Common Paymaster, Inc.	Illinois	F06000002456

Second: The name and jurisdiction of each merging corporation:

<u>Name</u>	<u>Jurisdiction</u>	<u>Document Number</u> (If known/ applicable)
Bliss McKnight of Florida, Inc.	Florida	P96000103376
See attached Rider for list of merging corporations		

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 06 / 30 / 07 (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 June 12, 2007



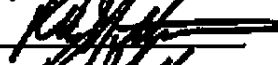








The Plan of Merger was adopted by the board of directors of the surviving corporation on _____ and shareholder approval was not required.

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 June 12, 2007

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

<u>Name of Corporation</u>	<u>Signature of an Officer or Director</u>	<u>Typed or Printed Name of Individual & Title</u>
<u>Bliss McKnight, Inc.</u>		<u>Robert Mathewson, Vice President</u>
<u>dba Bliss McKnight Common Paymaster, Inc.</u>		<u>Robert Mathewson, Vice President</u>
<u>Bliss McKnight of Florida, Inc.</u>		<u>Robert Mathewson, Vice President</u>
<u>Bliss McKnight of Illinois, Inc.</u>		<u>Robert Mathewson, Vice President</u>
<u>Bliss-McKnight of Indiana, Inc.</u>		<u>Robert Mathewson, Vice President</u>
<u>Bliss McKnight of Kentucky, Inc.</u>		<u>Robert Mathewson, Vice President</u>
<u>Bliss-McKnight of Wisconsin, Inc.</u>		<u>Robert Mathewson, Vice President</u>
<u>Bliss-McKnight Manage-</u>		
<u>ment Corporation of Indiana</u>		<u>Robert Mathewson, Vice President</u>
<u>Bliss-McKnight Manage-</u>		
<u>ment Corporation of Texas</u>		<u>Robert Mathewson, Vice President</u>
<u>Bliss-McKnight Systems, Inc.</u>		<u>Robert Mathewson, Vice President</u>
<u>Bliss-McKnight of Missouri, Inc.</u>		<u>Robert Mathewson, Vice President</u>

Bliss McKnight, Inc.

Surviving Corporation: Bliss McKnight, Inc., an Illinois corporation
dba Bliss McKnight Common Paymaster, Inc.

Merging Corporations:

Corporation	Jurisdiction
Bliss McKnight of Florida, Inc.	Florida
Bliss McKnight of Illinois, Inc.	Illinois
Bliss-McKnight of Indiana, Inc.	Indiana
Bliss McKnight of Kentucky, Inc.	Kentucky
Bliss-McKnight of Missouri, Inc.	Missouri
Bliss-McKnight of Wisconsin, Inc.	Wisconsin
Bliss-McKnight Management Corporation of Indiana	Indiana
Bliss-McKnight Management Corporation of Texas	Texas
Bliss-McKnight Systems, Inc.	Delaware

AGREEMENT AND PLAN OF MERGER

THIS AGREEMENT AND PLAN OF MERGER, dated as of June 12, 2007, is made by and among Bliss McKnight, Inc., an Illinois corporation (dba Bliss McKnight Common Paymaster, Inc. in the State of Florida) ("BMI"), and those corporations listed on Exhibit A attached hereto (each a "Sister Corporation" and together, the "Sister Corporations").

WITNESSETH:

WHEREAS, BMI has an authorized capital stock consisting of 1,000 shares of common stock, no value ("BMI Common Stock"), of which 478.5 shares are issued and outstanding;

WHEREAS, each of the Sister Corporations has an authorized capital stock, par value and issued and outstanding shares as set forth on Exhibit A (the "Sister Corporation Common Stock");

WHEREAS, all of the issued and outstanding stock of BMI and each Sister Corporation is owned 50% by James I. Bliss and 50% by John McKnight;

WHEREAS, the Board of Directors of BMI and the Board of Directors of each Sister Corporation desire that each Sister Corporation merge into BMI pursuant to Section 11.35 of the Illinois Business Corporation Act and the applicable provisions of each of the acts under which each of the Sister Corporations is organized (the "Acts"), and the Board of Directors of each of such corporations has approved this Agreement.

NOW, THEREFORE, in consideration of the premises and mutual agreements herein contained, the parties hereto agree that the Sister Corporations shall be merged into BMI and the other transactions hereinafter described shall be consummated, all under the terms and conditions herein set forth:

ARTICLE 1

1.1 The Merger; Effect of Merger. On the Effective Date (as defined in paragraph 1.2 below), each Sister Corporation shall be merged with and into BMI (the "Merger"), the separate existence of each Sister Corporation shall cease, and BMI, as the surviving corporation (the "Surviving Corporation"), shall continue its corporate existence under the laws of the State of Illinois.

1.2 Effective Date. The Effective Date of the Merger shall be June 30, 2007.

ARTICLE 2

2.1 BMI Certificate of Incorporation. The Certificate of Incorporation of BMI in effect on the Effective Date shall be and remain the Certificate of Incorporation of the Surviving Corporation, until it shall be amended as provided by law.

2.2 BMI By-Laws. The By-Laws of BMI in effect on the Effective Date shall be and remain the By-Laws of the Surviving Corporation, until the same shall be altered, amended or repealed.

2.3 Directors and Officers. The directors and officers of BMI on the Effective Date shall continue to serve as directors and officers of the Surviving Corporation until the expiration of their term, or their prior resignation, removal or death.

ARTICLE 3

3.1 BMI Common Stock. On and as of the Effective Date, each share of BMI Common Stock issued and outstanding immediately prior thereto shall, by virtue of the Merger and without any action on the part of the holder thereof, continue to represent one issued and outstanding share of common stock of the Surviving Corporation.

3.2 Sister Corporation Common Stock. On and as of the Effective Date, each share of Common Stock of each Sister Corporation issued and outstanding immediately prior thereto shall be surrendered and cancelled. As each constituent corporation is owned by the same stockholders, no surrender of certificates representing Sister Corporation Common Stock pursuant to this paragraph is required; and from and after the Effective Date all such certificates shall be deemed for all purposes surrendered and cancelled.

3.3 Rights and Obligations of BMI. In accordance with the Acts, the Surviving Corporation shall possess, insofar as permitted by the Acts, all rights, privileges and powers of the Sister Corporations; and all property and assets of the Sister Corporations shall vest in the Surviving Corporation without any further act or deed; and the Surviving Corporation shall assume and be liable for all liabilities and obligations of the Sister Corporations.

ARTICLE 4

4.1 Conditions to Merger. The consummation of the Merger and other transactions herein provided is subject to receipt of the requisite approval of the holders of the Sister Corporation Common Stock and BMI Common Stock. After the approval by the holders of Sister Corporation Common Stock and BMI Common Stock, all required documents shall be executed, filed and recorded and all required action shall be taken to consummate the Merger.

ARTICLE 5

5.1 Amendment. The parties hereto, by mutual consent of their respective Boards of Directors, may amend this Agreement prior to the filing of Articles of Merger with the Secretary of State of Illinois; provided, however, that an amendment made subsequent to the adoption of this Agreement by the stockholders of any of the parties hereto shall be subject to the limitations specified in the Acts.

5.2 Termination. This Agreement may be terminated and the Merger and other transactions herein provided for abandoned at any time prior to the filing of the Articles of Merger with the Secretary of State of Illinois, whether before or after adoption of this Agreement by the stockholders of the Sister Corporation or BMI, if the Board of Directors of BMI or any

Sister Corporation determines that the consummation of the transactions provided for herein would not, for any reason, be in its best interests.

ARTICLE 6

6.1 Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed to be an original instrument, but all such counterparts together shall constitute but one agreement.

6.2 Descriptive Headings. The descriptive headings herein are inserted for convenience of reference only and are not intended to be part of or to affect the meaning or interpretation of this Agreement.

6.3 Governing Law. This Agreement shall be governed by, and construed in accordance with, the laws of the State of Illinois.

6.4 Further Assurances. From time to time on and after the Effective Date, each party hereto agrees that it will execute and deliver or cause to be executed and delivered all such further assignments, assurances or other instruments, and shall take or cause to be taken all such further actions, as may be necessary or desirable to consummate the Merger provided for herein, and the other transactions contemplated by this Agreement.

IN WITNESS WHEREOF, each of the parties hereto, pursuant to authority duly granted by its Board of Directors, has caused this Agreement to be executed by a duly authorized officer thereof as of the date first written above.

BLISS MCKNIGHT, INC. dba Bliss McKight Common Paymaster, Inc.

By: _____
Title: CEO & Chairman

By: _____
Title: Senior Counselor & Director

BLISS MCKNIGHT OF FLORIDA, INC.

By: _____
Title: CEO & Chairman

By: _____
Title: Senior Counselor & Director

BLISS MCKNIGHT OF ILLINOIS, INC.

By: _____
Title: CEO & Chairman

By: _____
Title: Senior Counselor & Director

BLISS-MCKNIGHT OF INDIANA, INC.

By: _____
Title: CEO & Chairman

By: _____
Title: Senior Counselor & Director

BLISS MCKNIGHT OF KENTUCKY, INC.

By: _____
Title: CEO & Chairman

By: _____
Title: Senior Counselor & Director

BLISS-MCKNIGHT OF MISSOURI, INC.

By: _____
Title: CEO & Chairman

By: _____
Title: Senior Counselor & Director

BLISS-MCKNIGHT OF WISCONSIN, INC.

By: _____
Title: CEO & Chairman

By: _____
Title: Senior Counselor & Director

BLISS-MCKNIGHT MANAGEMENT CORPORATION OF INDIANA

By: _____
Title: CEO & Chairman

By: _____
Title: Senior Counselor & Director

BLISS-MCKNIGHT MANAGEMENT CORPORATION OF TEXAS

By: _____
Title: CEO & Chairman

By: _____
Title: Senior Counselor & Director

BLISS-MCKNIGHT SYSTEMS, INC.

By: _____
Title: CEO & Chairman

By: _____
Title: Senior Counselor & Director

EXHIBIT A
LIST OF SUBSIDIARIES

Name of Sister Corporation	State of Incorporation	Authorized Shares	Par Value	Outstanding Shares
Bliss McKnight of Florida, Inc.	Florida	1,000	No Par	1,000
Bliss McKnight of Illinois, Inc.	Illinois	1,000	No Par	1,000
Bliss-McKnight of Indiana, Inc.	Indiana	1,000	No Par	1,000
Bliss McKnight of Kentucky, Inc.	Kentucky	1,000	No Par	1,000
Bliss-McKnight of Missouri, Inc.	Missouri	1,000	No Par	1,000
Bliss-McKnight of Wisconsin, Inc.	Wisconsin	1,000	No Par	1,000
Bliss-McKnight Management Corporation of Indiana.	Indiana	1,000	No Par	1,000
Bliss-McKnight Management Corporation of Texas	Texas	1,000	No Par	1,000
Bliss-McKnight Systems, Inc.	Delaware	10,000	1.00	1,000