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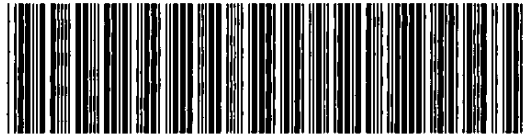
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A Florida Professional Limited Liability Company

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December 26, 2007

VIA FEDEX OVERNIGHT EXPRESS

Secretary of State
Division of Corporations
2661 Executive Center Circle
Tallahassee, FL 32301

Re: Articles of Merger for the merger of Jones Financial Services, P.A., a Florida professional association, with and into Stonebridge Financial Planning Group, LLC, a Florida limited liability company.

Amended and Restated Articles of Organization for Stonebridge Financial Planning Group, LLC

Dear Sir/Madam:


Enclosed please find the following:

- (A) original signed Articles of Merger for the merger of Jones Financial Services, P.A., a Florida professional association, with and into Stonebridge Financial Planning Group, LLC, a Florida limited liability company;
- (B) a check in the amount of \$70.00, to cover the filing fees therefore;
- (C) Amended and Restated Articles of Organization for Stonebridge Financial Planning Group, LLC;
- (D) a check in the amount of \$25.00, to cover the filing fees therefore.

The Articles of Merger are effective as of January 1, 2008. Please file the Articles of Merger and the Amended and Restated Articles of Organization and send confirmation of same to the above address.

If you have any questions or need further information, please do not hesitate to contact me at the above telephone number. Thank you for your assistance.

Very truly yours,



Edward R. Alexander, Jr.

Encl.

**AMENDED AND RESTATED ARTICLES OF ORGANIZATION
OF
STONEBRIDGE FINANCIAL PLANNING GROUP, LLC
a Florida Limited Liability Company**

STONEBRIDGE FINANCIAL PLANNING GROUP, LLC, a Florida Limited Liability Company (the "**Company**"), by and through all of its members, hereby adopts these Amended and Restated Articles of Organization as an amendment to, and replacement of, its Articles of Organization of October 11, 2007, as amended, as hereinafter set forth.

Pursuant to Section 608.411 of the Florida Statutes, the members of the Company unanimously adopted these Amended and Restated Articles of Organization on December 27, 2007.

The Articles of Organization of the Company, filed on October 11, 2007, as amended, are deleted in their entirety and the following is substituted therefore:

Article I. Name.

The name of the Company is:

STONEBRIDGE FINANCIAL PLANNING GROUP, LLC

Article II. Principle & Mailing Address.

The principal address and mailing address of the Company is 341 N. Maitland Ave., Ste. 360, Maitland, FL 32751.

Article III. Business Purpose and Powers.

The purpose of the Company's operations shall be any lawful purpose for which a limited liability company may be organized under the laws of the State of Florida, in accordance with §608.403 of the Florida Limited Liability Company Act (the "**Act**"), and the Company shall have all the powers granted a limited liability company under the laws of the State of Florida, in accordance with §608.404, of the Act. From time to time the Members may provide for a specific business purpose or purposes of the Company and may limit the powers of the Company in its Operating Agreement, as amended from time to time (the "**Operating Agreement**").

Article IV. Management.

Section 4.01 Management of the Company's business and affairs shall be vested in a Board of Managers. Managers may, be need not be, members of the Company.

Section 4.02 As of the date of the filing of these Amended and Restated Articles of Organization: (A) the number of Managers of this Company shall be two (2); and (B) the Managers of this Company are William W. Jones and Dianne M. Webb.

Section 4.03 The number of Managers may be either increased or diminished from time to time by the Members in accordance with the Operating Agreement, but there shall always be at least one Manager.

Section 4.04 Managers, as such, shall receive such compensation for their services, if any, as may be set by the Members at any annual or special meeting thereof. The Board of Managers may authorize and require the payment of reasonable expenses incurred by Managers in attending meetings and fulfilling the duties of the Board of Managers.

Section 4.05 Nothing in this Article shall be construed to preclude the Managers from serving the Company in any other capacity and receiving compensation therefore.

Section 4.06 Except as may be limited by the Operating Agreement, any Manager may be removed from office by the holders of a majority of the membership interests entitled to vote thereon at any annual or special meeting of the Members of this Company, for any cause deemed sufficient by such Members or for no cause.

Section 4.07 In case one or more vacancies shall occur in the Board of Managers by reason of death, resignation or otherwise, the vacancies shall be filled in accordance with the Operating Agreement or, if not set forth therein, by the Members of this Company at their next annual meeting or at a special meeting called for the purpose of filling such vacancies. Any vacancy may be filled by the remaining Managers until the Members have acted to fill the vacancy.

Section 4.08 The Company shall indemnify against any liability incurred in any proceeding in which any individual or entity is made a party to the proceeding because he, she or it is or was a manager or member if:

- (A) he, she or it acted and conducted himself in good faith;
- (B) he, she or it reasonably believed:
 - (1) in the case of conduct in his, her or its official capacity, that such conduct was in the best interest of the Company; or
 - (2) in all other cases, that his, her or its conduct was, at least, not opposed to the best interests of the Company; and
- (C) in the case of any criminal proceeding, he, she or it had no reasonable cause to believe that his conduct was unlawful.

Section 4.09 The Company shall advance the reasonable expenses incurred by a manager or member who is a party to a proceeding if:

- (A) the Member furnishes the Company with a written affirmation of his, her or its good-faith belief that he, she or it has met the standard of conduct required for indemnification;
- (B) the Member furnishes the Company with a written undertaking, executed personally by him, her or it, or on his, her or its behalf, to repay the

advance if it is determined that he, she or it did not meet such standard of conduct; and

- (C) a determination is made that the facts then known to those making the determination would not preclude indemnification.

Section 4.10 The Company shall indemnify each manager or member who was wholly successful, on the merits or otherwise, in defense of any proceeding to which he, she or it was a party, against reasonable expenses incurred by him, her or it in connection with the proceeding.

Section 4.11 A manager or member who is or was a party to a proceeding as described in this section may apply for indemnification to the court conducting such proceeding or to another court of competent jurisdiction.

Article V. Operating Agreement.

The Members may, from time to time, adopt, amend, alter and repeal the Operating Agreements by the unanimous vote of the Members, provided, however, the Operating Agreement and all replacements, amendments and alterations thereto shall be in writing.

Article VI. Instruments and Documents Providing for the Acquisition, Mortgage, or Disposition of Property.

Instruments and documents providing for the acquisition, mortgage, or disposition of property of the Company shall be valid and binding upon the Company only if they are executed by all of the Managers; provided, however, the Managers may, in accordance with these Articles of Organization and the Operating Agreement, elect one Manager to execute such documents.

Article VII. Meetings of the Members.

Annual and special meetings of the Members shall be held at such time as may be stated or fixed in accordance with the Operating Agreement, but in no event less than every thirteen months. Failure to hold the annual meeting shall not work as a forfeiture or dissolution of the Company.

Article VIII. Voting.

Except as set forth in an Operating Agreement, which may grant to all or a special group of Members the right to consent, vote or agree on a per capita or other basis upon any matter, the Members shall vote in accordance with their membership interest in the Company. Unless the Operating Agreement provides otherwise, a Member may vote by proxy or in person.

Unless otherwise provided in these Articles of Organization or the Operating Agreement, a majority of the Members by percentage interest entitled to vote shall constitute a quorum at the meeting of Members. If a quorum is present, the affirmative vote of a majority of the Members by percentage interest represented at the meeting

and entitled to vote on the subject matter shall be the act of the Members, unless the vote of a greater proportion or number or voting by classes is required by these Articles of Organization or the Operating Agreement. If a quorum is not represented at any meeting of the Members, such meeting may be adjourned for a period not to exceed sixty (60) days at any one adjournment.

Article IX. Action by Members without a Meeting.

Unless the Operating Agreement provides otherwise, any action required by law, the Operating Agreement, or the Articles of Organization of the Company to be taken at any annual or special meeting of Members of the Company, or any action which may be taken at any annual or special meeting of such Members, may be taken without a meeting, without prior notice, and without a vote, if a consent in writing, setting forth the action so taken, shall be signed by the Members by percentage interest having not less than a minimum interest in the Company that would be necessary to authorize or take such action at a meeting at which all Members entitled to vote thereon were present and voted. If any class of Members is entitled to vote thereon as a class, such written consent shall be required of the Members by percentage interest of each class of Members entitled to vote as a class thereon and of the total shares entitled to vote thereon.

Article X. Liability of Members.

Section 10.01 A Member of the Company is liable to the Company only for the difference between: (A) the amount of such Member's capital contributions which have actually been made; and (B) the amount, if any, which such Member is obligated to make pursuant to a written contract to which such Member is a party, provided that the time or conditions precedent for the making of such additional capital contributions, if any, shall have passed or been satisfied.

Section 10.02 The Members of the Company shall not be liable under any judgment, decree, or order of court, or in any other manner, for a debt, obligation or liability of the Company.

Article XI. Admission of new Members.

Unless the Operating Agreement provides otherwise, a new member may only be admitted only upon the affirmative vote of all of the Members by percentage interest.

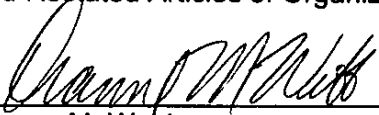
Article XII. Transferability of Member's Interest.

The interests of the Members of the Company may only be transferred or assigned in accordance with the terms and conditions of the Operating Agreement. No transferee or assignee of a Member shall be entitled to the rights of a Member unless admitted as a Member in accordance with the provisions of Article XI, above, and the Operating Agreement and, in the absence thereof, such transferee shall receive only an economic interest without any right to participate in the management of the Company or to require the Company admit him, her or it as a Member.

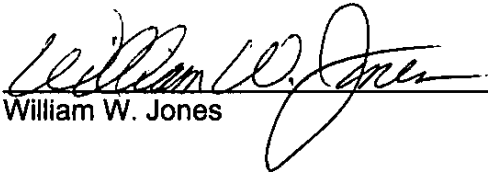
Article XIII. Withdrawal.

No Member shall be entitled to withdraw from the Company except as expressly set forth in the Operating Agreement.

IN WITNESS WHEREOF, the undersigned Members have executed these Amended and Restated Articles of Organization this 27th day of December, 2007.



Dianne M. Webb



William W. Jones

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