

08/15/2007 10:38 AM

Division of Corporations

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P03 000 109529

Florida Department of State  
Division of Corporations  
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MERGER OR SHARE EXCHANGE

Financial Balancing, Inc.

Certificate of Status	0
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*Merge/M*

8/15/2007 3:58 PM

T. Roberts AUG 15 2007

08/15/2007 12:36 FAX

002/010

850-205-0381

8/15/2007 12:23

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Florida Dept of State



August 15, 2007

FLORIDA DEPARTMENT OF STATE  
Division of Corporations

FINANCIAL BALANCING, INC.  
PO BOX 82005  
TAMPA, FL 33682

SUBJECT: FINANCIAL BALANCING, INC.  
REF: P03000109529

We received your electronically transmitted document. However, the document has not been filed. Please make the following corrections and refile the complete document, including the electronic filing cover sheet.

The Plan and Agreement of Merger, Exhibit A was not attached.

Please return your document, along with a copy of this letter, within 60 days or your filing will be considered abandoned.

If you have any questions concerning the filing of your document, please call (850) 245-6892.

Tina Roberts  
Document Specialist

FAX Aud. #: E07000205741  
Letter Number: 307A00049744

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DIVISION OF CORPORATIONS

P.O BOX 6327 - Tallahassee, Florida 32314

Audit No. H07000205741 3

**ARTICLES OF MERGER  
OF  
MONEY MATTERS UNLIMITED, INC.  
(a Florida corporation - Doc # P92000001350)  
WITH AND INTO  
FINANCIAL BALANCING, INC.  
(a Florida corporation - Doc # P03000109529)**

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TALLAHASSEE, FLORIDA

Pursuant to Florida Statutes  
Sections 607.1101 and 607.1105

Pursuant to Sections 607.1103 and 607.1105 of the Florida Statutes, these Articles of Merger provide as follows:

**ARTICLE I  
State of Organization; Surviving Entity**

The name and state of organization of each of the constituent entities of the merger is as follows:

Name	State of Organization
Financial Balancing, Inc.	Florida
Money Matters Unlimited, Inc.	Florida

✓ Financial Balancing, Inc., a Florida corporation, shall be the surviving entity.

**ARTICLE II  
Plan of Merger**

The Plan and Agreement of Merger is attached hereto as Exhibit A.

**ARTICLE III  
Approval of Merger**

The Plan and Agreement of Merger was approved by the shareholders of Financial Balancing, Inc., in accordance with Chapter 607, Florida Statutes, on June 5, 2007.

The Plan and Agreement of Merger was approved by the shareholders of Money Matters Unlimited, Inc., in accordance with Chapter 607, Florida Statutes, on June 1, 2007.

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**ARTICLE IV**  
**Effective Time**

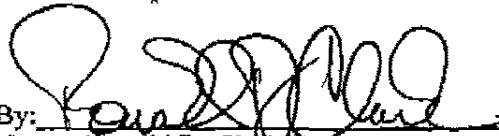
These Articles of Merger shall become effective upon filing.

**ARTICLE V**  
**Name of Surviving Entity**

The name of the Surviving Entity shall be "Money Matters Unlimited, Inc." as provided in the Plan and Agreement of Merger.

IN WITNESS WHEREOF, the undersigned authorized representatives of the constituent corporations have caused these Articles of Merger to be executed this 20th day of July, 2007.

**Financial Balancing, Inc.**  
a Florida corporation

By: 

Name: Ronald D. Clark  
Title: President

**Money Matters Unlimited, Inc.**  
a Florida corporation

By: 

Name: Ronald D. Clark  
Title: President

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**EXHIBIT A**  
**PLAN AND AGREEMENT OF MERGER**

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**PLAN AND AGREEMENT OF MERGER**

This Plan and Agreement of Merger (the "*Plan*") is dated as of JULY 20, 2007, by and between Money Matters Unlimited, Inc., a Florida corporation (the "*Merging Entity*"), and Financial Balancing, Inc., a Florida corporation (the "*Surviving Entity*"). The Merging Entity and the Surviving Entity are sometimes collectively referred to herein as the "*Constituent Organizations*."

The Merging Entity and the Surviving Entity desire to effect a merger (the "*Merger*") of the Merging Entity with and into the Surviving Entity as provided in this Plan. The directors of the Merging Entity have submitted this Plan to the Merging Entity's shareholders for adoption and approval of the Merger. The directors of the Surviving Entity have submitted this Plan to the Surviving Entity's shareholders for adoption and approval. This Plan sets forth a plan of merger pursuant to the provisions of the Florida Business Corporation Act ("*FBCA*").

**NOW, THEREFORE**, in consideration of the premises and of the mutual covenants, agreements and conditions set forth herein, the parties hereto do hereby agree as follows:

**SECTION I. TERMS AND CONDITIONS OF MERGER AND MODE OF CARRYING MERGER INTO EFFECT.**

(a) At the Effective Time (as defined in Section 6 of this Plan) of the Merger, the Merging Entity shall merge into the Surviving Entity.

(b) Pursuant to the Merger, the articles of incorporation and bylaws of the Surviving Entity in effect immediately prior to the Effective Time shall be the articles of incorporation and bylaws, respectively, of the Surviving Entity until otherwise amended or repealed in accordance with applicable law.

(c) The established offices and facilities of the Surviving Entity immediately prior to the Effective Time shall continue as the established offices and facilities of the Surviving Entity after the Effective Time. At and after the Effective Time, the existence of the shares in the Merging Entity shall cease.

(d) All assets and property (including, without limitation, real, personal, and mixed, tangible and intangible, choses in action, rights, and credits) then owned by each of the Constituent Organizations, or which would inure to the benefit of either of such Constituent Organizations, shall immediately, by operation of law and without any conveyance, transfer or further action, become the assets and property of the Surviving Entity. The Surviving Entity shall be deemed to be a continuation of the entity of each of the Constituent Organizations, and shall succeed to the rights and obligations of each respective Constituent Organization, and to the duties and liabilities connected therewith.

(e) All rights of creditors and all liens upon the property of either of the Constituent Organizations shall be preserved unimpaired by the Merger, and all debts, liabilities, obligations and duties of either of the Constituent Organizations shall, at the Effective Time, become the

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responsibility and liability of the Surviving Entity, and may be enforced against it to the same extent as if said debts, liabilities, obligations, and duties had been incurred or contracted by it. All acts, policies, arrangements, approvals, and authorizations of the Merging Entity, its directors, shareholders, and agents, which were valid and effective immediately prior to the Effective Time, shall be taken for all purposes as the acts, policies, arrangements, approvals, and authorizations of the Surviving Entity and shall be as effective and binding thereon as the same were with respect to the Merging Entity.

(f) In addition to the foregoing effects set forth in subsections (d) and (e) of this Section 1, the Merger shall have the effects set forth in Section 607.1106 of the FBCA.

## SECTION 2. CAPITALIZATION.

(a) As of the date of this Agreement (i) the authorized capital stock of the Merging Corporation consists of 10,000 shares of common stock, \$1.00 par value per share ("Merging Common Shares"), of which 100 shares are issued and outstanding, and (ii) there are no outstanding warrants, options, conversion privileges, preemptive rights, or other rights or agreements to purchase or otherwise acquire or issue any Merging Common Shares.

(b) As of the date of this Agreement (i) the authorized capital stock of the Surviving Corporation consists of 50,000 shares of Class A common stock, \$.01 par value per share ("Surviving Common Shares"), of which 6,300 shares are issued and outstanding, (ii) 50,000 shares of Class B common stock of which none are issued and outstanding, and (iii) there are no outstanding warrants, options, conversion privileges, preemptive rights, or other rights or agreements to purchase or otherwise acquire or issue any Surviving Common Shares.

## SECTION 3. MANNER AND BASIS OF CONVERTING INTERESTS OF THE MERGING ENTITY INTO INTERESTS OF THE SURVIVING ENTITY.

(a) The Merging Common Shares held by the shareholders of the Merging Corporation that are issued and outstanding at the Effective Time shall cease to be outstanding and shall be automatically converted into Surviving Common Shares of the Surviving Corporation on a ten-for-one basis.

(b) At the Effective Time, the Surviving Common Shares in the Surviving Corporation that are issued and outstanding immediately prior to the Effective Time shall cease to exist.

## SECTION 4. AMENDMENT TO ARTICLES OF INCORPORATION.

✓ (a) The articles of incorporation of the Surviving Corporation shall be amended to change the name of the Surviving Corporation to "Money Matters Unlimited, Inc."

(b) The Merging Corporation hereby waives any right to the name, "Money Matters Unlimited, Inc." and authorizes its use by the Surviving Corporation.

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**SECTION 5. CONDITIONS.**

Effectuation of the Merger and the other transactions herein provided is conditioned on the following:

(a) The Merger shall have received approval of the shareholders of the Merging Corporation and the Surviving Corporation in the manner required by the FBCA, respectively, the respective articles of incorporation and the respective bylaws of the Constituent Corporations.

(b) Receipt of all consents, orders, and approvals and satisfaction of all other requirements prescribed by law which are necessary for the consummation of the Merger.

**SECTION 6. FILING; EFFECTIVE TIME.**

If all of the conditions to the Merger set forth in Section 5 of this Agreement shall have been fulfilled in accordance herewith and this Agreement shall not have been terminated as provided in Section 8 of this Agreement, the Surviving Corporation and the Merging Corporation shall cause articles of merger ("*Articles of Merger*") meeting the requirements of the FBCA to be properly executed and filed with the Secretary of State of the State of Florida. The Merger shall become effective on such date and time as is agreed upon by the Surviving Corporation and the Merging Corporation and specified in the Articles of Merger (the "*Effective Time*"). In no event shall the Effective Time be a date later than that permitted by the FBCA.

**SECTION 7. FURTHER ASSURANCES.**

Prior to the Effective Time, each of the Constituent Corporations shall take all such actions as shall be necessary or appropriate in order to effectuate the Merger. In case at any time after the Effective Time the Surviving Corporation shall determine that any further conveyance, assignment, or other documents or any further action is necessary or desirable to vest in or confirm to the Surviving Corporation full title to all the properties, assets, rights, privileges, and franchises of the Merging Corporation, the officers of the Surviving Corporation, in the name and on behalf of each of the Constituent Corporations, shall be authorized to execute and deliver all such instruments and take all such action in the name and on behalf of each of the Constituent Corporations as may be necessary or desirable in order to vest in and confirm to the Surviving Corporation title to and possession of all such properties, assets, rights, privileges, and franchises, and otherwise to carry out the purposes of this Agreement.

**SECTION 8. TERMINATION AND AMENDMENT.**

(a) At any time prior to the Effective Time, this Agreement may be terminated by the mutual consent of the board of directors of the Merging Corporation and the board of directors of the Surviving Corporation, whether before or after the approval of this Agreement by the shareholders of the Constituent Corporations. In the event this Agreement is so terminated, it shall be of no further force or effect and there shall be no liability by reason of this Agreement or



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its termination on the party of either of the Constituent Corporations or of their respective directors, officers, employees, or agents.

(b) This Agreement represents the entire agreement between the parties hereto with respect to the subject matter hereof and may be amended only by a writing executed by both parties. The Constituent Corporations may, by written agreement between them, amend, modify, or supplement this Agreement at any time prior to the Effective Time, provided that no amendment shall be made after the approval of this Agreement by the shareholders of the Merging Corporation or the Surviving Corporation, which changes the terms of this Agreement in a way which is materially adverse to the shareholders of the Constituent Corporations unless such amendment is approved by such shareholders.

**SECTION 9. CONSTRUCTION OF TERMS.** All provisions and any variations thereof used herein shall be deemed to refer to the masculine, feminine, neuter, singular, or plural as the identity of such person or persons shall require.

**SECTION 10. GOVERNING LAW.** This Plan shall be governed by the laws of the State of Florida.

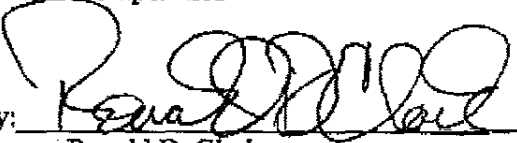
**SECTION 11. COUNTERPARTS.** This Plan may be executed in any number of counterparts, each of which shall be an original, but all such counterparts shall together constitute but one and the same instrument.

[Signatures on Next Page]

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IN WITNESS WHEREOF, each of the Constituent Organizations has caused this Plan to be duly executed on its behalf by its authorized representatives, as of the date first above written.

**FINANCIAL BALANCING, INC.,**  
a Florida corporation

By: 

Name: Ronald D. Clark

Title: President

**MONEY MATTERS UNLIMITED, INC.,**  
a Florida corporation

By: 

Name: Ronald D. Clark

Title: President