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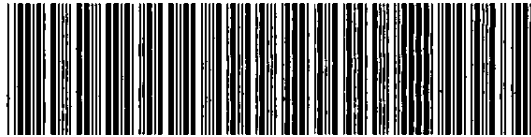
(Business Entity Name)

(Document Number)

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2010 JAN -4 PM 1:24

SECRETARY OF STATE
TALLAHASSEE, FLORIDA

ASR

1/7/10

COVER LETTER

TO: Amendment Section
Division of Corporations

SUBJECT: Networth Asset Management, Inc.
Name of Surviving Corporation

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

Please return all correspondence concerning this matter to following:

Jennifer Tenney
Contact Person

Woodward, Pires & Lombardo, PA
Firm/Company

606 Bald Eagle Drive, Ste 500
Address

Marco Island, FL 34145
City/State and Zip Code

~~Hubley~~ R Hubley @ Nwam.net
E-mail address: (to be used for future annual report notification)

For further information concerning this matter, please call:

Jennifer Tenney At (239) 394-5161
Name of Contact Person 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

**ARTICLES OF MERGER
OF
NETWORTH, INC.,
A MINNESOTA CORPORATION
INTO
NETWORTH ASSET MANAGEMENT, INC.,
A FLORIDA CORPORATION**

FILED
2010 JAN -4 PM 1:24
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

These Articles of Merger are adopted pursuant to the provisions of the Minnesota Business Corporation Act by NetWorth, Inc., a Minnesota corporation, (the "Surviving Corporation") and NetWorth Asset Management, Inc., a Florida corporation, (the "Merging Corporation"). These Articles of Merger are submitted in accordance with the Florida Business Corporation Act pursuant to Section 607.1105, Florida Statutes.

The name and jurisdiction of the surviving corporation:

<u>Name</u>	<u>Jurisdiction</u>	<u>Document Number</u>
Networth Asset Management, Inc.	Florida	P04000012554

The name and jurisdiction of the merging corporation:

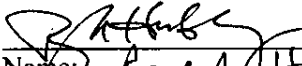
<u>Name</u>	<u>Jurisdiction</u>	<u>Document Number</u>
NetWorth, Inc.	Minnesota	

The Surviving Corporation and the Merging Corporation agree and certify that:

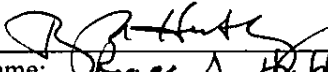
1. Attached to these Articles of Merger is the agreement and plan of merger dated December , 2009 (the "Plan of Merger"), for the merger of the Merging Corporation with and into the Surviving Corporation.
2. The Plan of Merger has been duly adopted and approved by the Board of Directors and the shareholders of the Surviving Corporation on 12/30/09 and the Board of Directors and the shareholders of the Merging Corporation on 12/30/09 pursuant to the Florida Business Corporation Act and the Minnesota Business Corporation Act.
3. The Surviving Corporation agrees that it may be served with process in the State of Minnesota in any proceeding for the enforcement of an obligation of a constituent corporation and in any proceeding for the enforcement of the rights of a dissenting shareholder of a constituent corporation against it. The Minnesota Secretary of State is irrevocably appointed as the Surviving Corporation's agent to accept service of process in any such proceeding; and the address to which process may be forwarded is 870 Bald Eagle Drive, Suite 5b, Marco Island, Florida 34145, Attn: President and Chief Executive Officer. The Surviving Corporation will promptly pay to the dissenting shareholders of any corporation organized under the laws of Minnesota which is a party to the merger the amount, if any, to which they are entitled under Section 302A.473 of the Minnesota Business Corporation Act.
4. The merger shall become effective on the date the Articles of Merger are filed with the Florida Department of State.

IN WITNESS WHEREOF, the parties have caused this instrument to be executed this December 30, 2009.

NETWORTH, INC.
(a Minnesota corporation)

By: 
Name: Roger A. Hubley
Title: President

NETWORTH ASSET MANAGEMENT, INC.
(a Florida corporation)

By: 
Name: Roger A. Hubley
Title: President

AGREEMENT AND PLAN OF MERGER

This Agreement and Plan of Merger (the "Agreement") is dated as of December 30, 2009 and is entered into by and between NetWorth Asset Management, Inc., a Florida corporation ("NetWorth Florida"), and NetWorth, Inc., a Minnesota corporation ("NetWorth Minnesota").

RECITALS

WHEREAS, NetWorth Florida and NetWorth Minnesota are each owned by identical shareholders, and the parties wish that NetWorth Florida and NetWorth Minnesota merge with NetWorth Florida becoming the surviving corporation in accordance and pursuant to the Florida Business Corporation Act ("FBCA").

WHEREAS, the respective Boards of Directors and shareholders of NetWorth Florida and NetWorth Minnesota have each approved the merger of NetWorth Minnesota with and into NetWorth Florida in accordance with the respective requirements of the Minnesota Business Corporation Act ("MBCA") and the FBCA upon the terms and subject to the conditions set forth in this Agreement (the "Merger").

WHEREAS, for federal income tax purposes, it is intended that the Merger shall qualify as a reorganization under the provisions of Section 368(a) of the United States Internal Revenue Code of 1986, as amended (the "Code").

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

ARTICLE I. MERGER

1.1 **Merger.** At the Effective Time (as defined in Section 1.6), NetWorth Minnesota shall be merged with and into NetWorth Florida pursuant to the provisions of this Agreement and pursuant to the provisions of the FBCA and the MBCA and consistent with the requirements for a reorganization described in Section 368(a)(1)(F) of the Code. As a consequence of the Merger, the separate existence of NetWorth Minnesota shall cease, and NetWorth Florida shall continue as the surviving corporation under the name "NetWorth Asset Management, Inc." (the "Surviving Corporation") with all the rights, privileges, immunities, powers and franchises and subject to all the duties, restrictions and liabilities of a corporation organized under the laws of the State of Florida.

1.2 **Effect of Merger.** At the Effective Time, NetWorth Florida shall continue in existence as the Surviving Corporation and, without further transfer, succeed to and possess all rights, privileges, powers, immunities, and franchises of NetWorth Minnesota, all of the assets and property of whatever kind and character of NetWorth Minnesota shall vest in the Surviving Corporation, without further deed, and thereafter, all debts, liabilities and duties of NetWorth Minnesota shall become the debts, liabilities and duties of the Surviving Corporation and any claim or judgment against NetWorth Minnesota may be enforced against the Surviving Corporation in accordance with the applicable provisions of the FBCA and MBCA. NetWorth

Florida and NetWorth Minnesota are sometimes referred to herein as the "Constituent Corporations."

1.3 Articles of Incorporation. At the Effective Time, the Articles of Incorporation of NetWorth Florida, as in effect immediately prior to the Effective Time, shall be the Articles of Incorporation of the Surviving Corporation.

1.4 Bylaws. At the Effective Time, the Bylaws of NetWorth Florida, as in effect immediately prior to the Effective Time, shall be the Bylaws of the Surviving Corporation.

1.5 Directors. The directors and officers of NetWorth Florida immediately prior to the Effective Time shall be the directors and officers of the Surviving Corporation.

1.6 Filing; Effective Time.

(a) After the satisfaction of, or to the extent permitted hereunder, waiver, of all conditions to the Merger, the Articles of Merger in the form of Exhibit A hereto (the "Articles of Merger") shall be filed as provided in 607.1105 by NetWorth Florida with the Florida Department of State and shall be filed as provided in Section 302A.615 of the MBCA by NetWorth Minnesota with the Secretary of State of Minnesota.

(b) The Merger shall become effective at the time of the later filing of the Articles of Merger with the Department of State of Florida or the Secretary of State of Minnesota or at such later date as may be set forth in the Articles of Merger (the "Effective Time").

1.7 Further Assurances. Each party hereto will execute such further documents and instruments and take such further actions as may reasonably be requested by the other party hereto to consummate the Merger, to vest the Surviving Corporation with full title to all assets, properties, rights, privileges, powers, immunities and franchises of the Constituent Corporations or to effect the other purposes of this Agreement.

ARTICLE II. STOCK CONVERSION

2.1 Stock of NetWorth Minnesota. At the Effective Time, by virtue of the Merger and without any action by any holder thereof:

(a) Each issued and outstanding share of common stock, \$1.00 par value, of NetWorth Minnesota outstanding immediately prior to the Effective Time shall be converted into one share of common stock, \$1.00 par value, of NetWorth Florida; and

(b) the outstanding shares of capital stock of NetWorth Minnesota shall be canceled and shall be deemed to represent only the right to receive the consideration stated in Section 2.1(a). For all other purposes, such stock certificates issued by NetWorth Minnesota shall be null and void.

2.2 Options and Warrants of NetWorth Minnesota. Each share of any other class of capital stock of NetWorth Minnesota (other than its common stock), and any debt or other securities exchangeable for, convertible into, or exercisable for capital stock of NetWorth Minnesota (including, without limitation, any option, warrant or right), issued and outstanding immediately prior to the Effective Time shall be cancelled without payment of any consideration therefor and without any conversion thereof.

ARTICLE III. SHAREHOLDER ACTION AND RIGHTS

This Agreement shall be submitted to shareholders of NetWorth Minnesota for approval and adoption in accordance with the applicable provisions of the MBCA and the Articles of Incorporation and Bylaws of NetWorth Minnesota. The parties shall proceed expeditiously and shall cooperate fully in the procurement of any other consents and approvals and in the taking of any other action, and the satisfaction of all other requirements prescribed by law or otherwise, necessary for consummation of the Merger on the terms herein provided.

ARTICLE IV. TERMINATION, ABANDONMENT

4.1 Termination. This Agreement may be terminated at any time by mutual consent of the Board of Directors of NetWorth Florida and the Board of Directors of NetWorth Minnesota, or at any time by the Board of Directors of NetWorth Minnesota.

4.2 Abandonment. Notwithstanding the approval of this Agreement by the shareholders of NetWorth Minnesota, this Agreement may be abandoned at any time prior to the Effective Time by the mutual agreement of the Board of Directors of NetWorth Minnesota and the Board of Directors of NetWorth Florida.

4.3 Amendment. At any time prior to the Effective Time, this Agreement may be amended, modified or supplemented by the Board of Directors of NetWorth Florida and the Board of Directors of NetWorth Minnesota, whether before or after the adoption of this Agreement by the sole shareholder of NetWorth Minnesota; provided, however, that after any such adoption, there shall not be made any amendment that by law requires the further approval by the shareholders of NetWorth Minnesota without such further approval. This Agreement may not be amended except by an instrument in writing signed on behalf of each of NetWorth Florida and NetWorth Minnesota.

ARTICLE V. MISCELLANEOUS

5.1 Successors in Interest. This Agreement shall be binding upon and shall inure to the benefit of the parties and their respective successors and permitted assigns.

5.2 Third Party Beneficiaries. This Agreement shall not confer any rights, remedies or benefits on to any person, other than the parties to this Agreement and their respective successors and permitted assigns.

5.3 Partial Invalidity. If any provision of this Agreement is held to be illegal, invalid, prohibited or unenforceable under any present or future law and if the rights and obligations of any party hereto under this Agreement will not be materially and adversely affected thereby, such provision shall be ineffective only to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof.

5.4 Entire Agreement. This Agreement and the documents referred to herein are intended by the parties as a final expression of their agreement with respect to the subject matter hereof, and are intended as a complete and exclusive statement of the terms and conditions of that the agreement, and there are not other agreements or understandings, written or oral, among the parties, relating to the subject matter hereof. This Agreement supersedes all prior agreements and understandings, written or oral, among the parties with respect to the subject matter hereof.

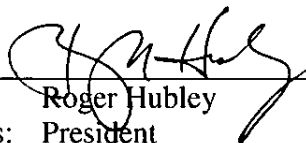
5.5 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Minnesota, without giving effect to any choice or conflict of law provision or rule (whether of the State of Minnesota or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the State of Minnesota.

5.6 Waivers. No failure or delay on the part of any party in exercising any right, power or remedy hereunder will operate as a waiver thereof, nor shall any single or partial exercise of any right, power or remedy preclude any other or further exercise thereof or the exercise of any other right, power or remedy hereunder.

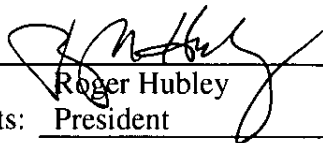
5.7 Counterparts; Facsimile Signatures. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Facsimile counterpart signatures to this Agreement shall be valid and binding on all parties.

THE PARTIES HAVE EXECUTED this Agreement and Plan of Merger as of the day and year first above written.

NETWORTH ASSET MANAGEMENT, INC.
a Florida corporation

By: 
Roger Hubley
Its: President

NETWORTH, INC.
a Minnesota corporation

By: 
Roger Hubley
Its: President