

P06000018677

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APPROVED
AND
FILED
07 MAR 23 AM 8:30
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

Merger
G. Gouletto MAR 26 2007

JONES, HALEY & MOTTERN, P.C.

ATTORNEYS AT LAW

SOUTH TERRACES, SUITE 170
115 PERIMETER CENTER PLACE
ATLANTA, GEORGIA 30346-1238

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Telephone 770-804-0500

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RICHARD W. JONES
email: jones@corplaw.net

March 1, 2007

Amendment Section
Division of Corporations
2661 Executive Center Circle
Clifton Building
Tallahassee, Florida 32301

Re: Filing of Articles of Merger of Payday USA, Inc. with and into Payday USA – Florida, Inc. [BJ&H File No. 1772.15]

Gentlemen:

Pursuant to Section 607.1105, and 607.1101 of the Florida Statute, we enclose for filing the following:

1. One manually signed and one conformed copy of the Articles of Merger of Payday USA, Inc., a Georgia corporation, with and into Payday USA – Florida, Inc., a Florida corporation.

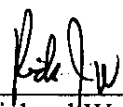
2. A check in the amount of \$78.75 payable to the Department of State in payment of the filing fee for the Articles of Merger and for providing us with one additional certified copy of the filed Articles of Merger.

The Plan of Merger was adopted by the Shareholders of all the constituent corporations, and following the merger Payday USA – Florida, Inc. will be the surviving corporation.

All correspondence concerning this matter should be returned to the address noted above. Should you have any questions regarding this filing or regarding the enclosed documents, please contact the undersigned at (770) 804-0500 prior to returning any documents.

Sincerely,

JONES, HALEY & MOTTERN, P.C.

By: 

Richard W. Jones, Attorneys for
Payday USA – Florida, Inc.

RWJ:jem
Enclosures
cc: Mr. Kevin Clayton

JONES, HALEY & MOTTERN, P.C.

ATTORNEYS AT LAW

SOUTH TERRACES, SUITE 170
115 PERIMETER CENTER PLACE
ATLANTA, GEORGIA 30346-1238

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RICHARD W. JONES
email: jones@corplaw.net

Telephone 770-804-0500
Facsimile 770-804-0509

March 16, 2007

Amendment Section
Attn: Cheryl Coulliette
Division of Corporations
2661 Executive Center Circle
Clifton Building
Tallahassee, Florida 32301

Re: Filing of Articles of Merger of Payday USA, Inc. with and into Payday USA –
Florida, Inc. [JH&M File No. 1772.15]

Dear Ms. Coulliette:

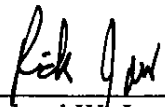
We previously transmitted to your office one manually signed and one conformed copy of the Articles of Merger of Payday USA, Inc., a Georgia corporation, with and into Payday USA – Florida, Inc., a Florida corporation. Our filing omitted Exhibit "A", the Plan of Merger which we have now attached to the Articles of Merger, along with a copy of your letter dated March 9, 2007.

All correspondence concerning this matter should be returned to the address noted above. Should you have any questions regarding this filing or regarding the enclosed documents, please contact the undersigned at (770) 804-0500 prior to returning any documents.

Sincerely,

JONES, HALEY & MOTTERN, P.C.

By: _____


Richard W. Jones, Attorneys for
Payday USA – Florida, Inc.

RWJ:jem
Enclosures



FLORIDA DEPARTMENT OF STATE
Division of Corporations

March 9, 2007

JONES, HALEY & MOTTERN, P.C.
RICHARD JONES
115 PERIMETER CENTER PL., STE. 170
ATLANTA, GA 30346-1238

SUBJECT: PAYDAY USA-FLORIDA, INC.
Ref. Number: P06000018677

We have received your document for PAYDAY USA-FLORIDA, INC. and check(s) totaling \$78.75. However, the enclosed document has not been filed and is being returned to you for the following reason(s):

You failed to send your exhibit "A" as mentioned in your document.

The articles of merger must contain the provisions of the plan of merger or the plan of merger must be 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) 245-6903.

Cheryl Coulliette
Document Specialist

Letter Number: 707A00017012

RECEIVED
07 MAR 23 AM 8:00
DIVISION OF CORPORATIONS

**ARTICLES OF MERGER
OF
PAYDAY USA, INC.
INTO
PAYDAY USA – FLORIDA, INC.**

Pursuant to Section 607.1105 of the Florida Business Corporation Act ("FBCA"), Payday USA, Inc. and Payday USA – Florida, Inc. do hereby certify that:

I.

The Plan of Merger is as follows:

a. Name of Corporations. Payday USA, Inc. ("Payday GA"), a Georgia corporation is merging into Payday USA – Florida, Inc., ("Payday FL"), a Florida corporation pursuant to an Agreement and Plan of Merger. Payday USA – Florida, Inc. is the name of the surviving corporation.

II.

The Plan of Merger is attached hereto as Exhibit "A".

III.

The Plan of Merger was adopted by the Shareholders of the Constituent Corporations on the following dates:

Payday USA, Inc.

Payday USA – Florida, Inc.

December 27, 2006
December 27, 2006

IV.

The merger shall become effective on the date the Articles of Merger are filed with the Florida Department of State.

PAYDAY USA, INC.

By: [Signature]
Authorized Officer

[CORPORATE SEAL]

ATTEST:

By: _____
Secretary

PAYDAY USA – FLORIDA, INC.

By: [Signature]
Authorized Officer

[CORPORATE SEAL]

ATTEST:

By: _____
Secretary

FILED
07 MAR 23 AM 8:30
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

**CERTIFICATE OF MERGER OF PAYDAY USA, INC.
INTO
PAYDAY USA – FLORIDA, INC.**

Pursuant to Section 14-2-1105(b) of the Georgia Business Corporation Code, Payday USA – Florida, Inc., a Florida corporation, and Payday USA, Inc., a Georgia corporation, do hereby certify that:

I.

Payday USA, Inc., a Georgia corporation, is merging into Payday USA - Florida, Inc., a Florida corporation, pursuant to an Agreement and Plan of Merger. Payday USA - Florida, Inc. is the name of the surviving corporation.

II.

The Articles of Incorporation of Payday USA - Florida, Inc. after the effectiveness of the merger will be amended to change the name of the surviving corporation to Payday USA, Inc.

III.

The executed Agreement and Plan of Merger is on file at the principal place of business of Payday USA - Florida, Inc., 2655 Northeast 25th Street, Lighthouse Point, Florida 33064.

IV.

A copy of the Agreement and Plan of Merger will be provided by Payday USA - Florida, Inc. on request without cost to any shareholder of Payday USA, Inc.

V.

The Agreement and Plan of Merger was duly approved by the unanimous consent of all of the shareholders of Payday USA - Florida, Inc., and Payday USA, Inc.

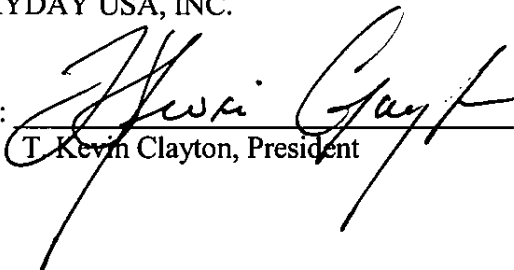
VI.

Pursuant to the Merger Agreement the merger shall be effective upon the filing of this Certificate of Merger.

VII.

A timely request for publication of a notice of filing the certificate of merger and payment therefore will be made as required by Section 14-2-1105.1(b) of the Georgia Business Code.

PAYDAY USA, INC.

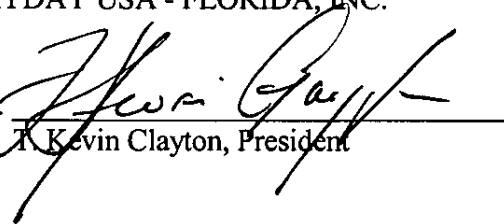
By: 
T. Kevin Clayton, President

[CORPORATE SEAL]

ATTEST:

By: _____
Secretary

PAYDAY USA - FLORIDA, INC.

By: 
T. Kevin Clayton, President

[CORPORATE SEAL]

ATTEST:

By: _____
Secretary

EXHIBIT "A"

**AGREEMENT AND PLAN OF MERGER
BETWEEN PAYDAY USA, INC. AND PAYDAY USA - FLORIDA, INC.**

This Agreement and Plan of Merger (the "Agreement") is made and entered into this _____ day of _____, 2006, by and between PAYDAY USA - FLORIDA, INC., a newly formed Florida corporation ("Payday FL"), and PAYDAY USA, INC., a Georgia corporation ("Payday GA") (said corporations being hereinafter sometimes collectively referred to as the "Constituent Corporations").

WITNESSETH:

WHEREAS, Payday GA has authorized capital stock consisting of 1,000,000 shares of \$.001 par value common stock ("Payday GA Common Stock"), of which _____ shares were issued and outstanding as of January 1, 2006;

WHEREAS, Payday FL has authorized capital stock consisting of: (i) 1,000,000 shares of common stock, \$.001 par value ("Payday FL Common Stock"), of which _____ shares are issued and outstanding;

WHEREAS, the laws of the State of Georgia and the State of Florida permit a merger of the Constituent Corporations;

WHEREAS, the Boards of Directors of each of the Constituent Corporations have determined that it is advisable and for the benefit of each of the Constituent Corporations and their respective shareholders that Payday GA be merged with and into Payday FL on the terms and conditions hereinafter set forth, and by resolutions duly adopted have adopted the terms and conditions of this Agreement; and directed that the proposed merger be submitted to the shareholders of Payday GA and that it be recommended to such shareholders that they approve this agreement pursuant to the terms and conditions hereinafter set forth;

NOW, THEREFORE, for and in consideration of the premises and of the mutual agreements, promises and covenants contained herein, it is agreed by and between the parties hereto, subject to the conditions hereinafter set forth and in accordance with the Florida Corporation Code (the "Code"), that Payday GA shall be and hereby is, at the Effective Date (as hereinafter defined), merged with and into Payday FL (Payday FL subsequent to such merger being hereinafter sometimes referred to as the "Surviving Corporation"), with the corporate existence of the Surviving Corporation to be continued under the name "PAYDAY USA, INC." and that the terms and conditions of the merger hereby agreed upon, the mode of carrying the same into effect, the manner of converting shares are and shall be as follows:

Section 1.
Merger

1.1 On the Effective Date, Payday GA shall be merged with and into Payday FL, and Payday FL shall continue in existence and the merger shall in all respects have the effect provided for in Section 607.1106 et seq. of the Florida Business Corporation Act.

1.2 Without limiting the foregoing, on and after the Effective Date, the separate existence of Payday GA shall cease, and, in accordance with the terms of this Agreement, the title to all real estate and other property owned by each of the Constituent Corporations shall be vested in the Surviving Corporation without reversion or impairment; the Surviving Corporation shall have all liabilities of each of the Constituent Corporations; and any proceeding pending against any Constituent Corporation may be continued as if the merger did not occur or the Surviving Corporation may be substituted in its place.

1.3 Prior to and from and after the Effective Date, the Constituent Corporations shall take all such action as shall be necessary or appropriate in order to effectuate the merger. If at any time the Surviving Corporation shall consider or be advised that any further assignments or assurances in law or any other actions are necessary, appropriate or desirable to vest in said corporation, according to the terms hereof, the title to any property or rights of Payday GA, the last acting officers of Payday GA, or the corresponding officers of the Surviving Corporation, shall and will execute and make all such proper assignments and assurances and take all action necessary and proper to vest title in such property or rights in the Surviving Corporation, and otherwise to carry out the purposes of this Agreement.

Section 2.
Terms of Transaction

2.1 Upon the Effective Date:

(a) The shareholders of Payday GA shall, within 30 days of the Effective Date, submit their certificates for Payday GA common stock to Payday FL for replacement with Payday FL common stock. Each share of Payday GA Common Stock submitted shall thereupon be converted into 1 share of Payday FL Common Stock, subject to the provisions of Section 2.2 below, the shares of Common Stock of the Surviving Corporation required for such purpose being drawn from authorized but unissued shares of the Surviving Corporation.

(b) Each share of Payday GA Common Stock held in the treasury of Payday GA immediately prior to the Effective Date of the merger shall by virtue of the merger and without any action on the part of the holder thereof, be cancelled and retired and cease to exist without any conversion thereof.

(c) Each share of Payday FL Common Stock outstanding and owned of record by its shareholders, if any, immediately prior to the Effective Date shall remain outstanding.

2.2 After the Effective Date, each holder of an outstanding certificate or certificates of Payday GA Common Stock (other than Dissenting Shares) will, upon surrender of such certificate or certificates, within 30 days of the Effective Date be entitled to a certificate or certificates representing the same number of shares of Payday FL Common Stock. After the Effective Date certificates representing shares of Payday GA common stock which are not submitted to the Surviving Corporation within 30 days of the Effective Date shall be cancelled and holders of such shares shall not be entitled to any further dividends, distributions, or voting rights as a shareholder in the Surviving Corporation.

2.3 Notwithstanding any provision of this Agreement to the contrary, shares of Payday GA which are issued and outstanding immediately prior to the Effective Date and which are held by shareholders who have timely filed with Payday GA a written objection to the merger (the "Dissenting Shares") shall not be converted into or represent a right to receive shares of Payday GA Common Stock pursuant to the terms hereof, but the holder thereof shall be entitled only to such rights as are granted to dissenters under the Georgia Corporate Code. Each holder of Dissenting Shares who becomes entitled to payment for such shares pursuant to the foregoing Article of the Code shall receive payment therefor from Payday FL in accordance with the Code. If such holder shall have failed to perfect, or shall have effectively withdrawn or lost, his right to appraisal and payment for his shares under the foregoing Article of the Code, each such share, subject to the terms of Section 2.2 above, shall be converted into and represent the right to receive shares of Payday FL Common Stock pursuant to the terms of this Agreement upon surrender of the certificate representing such share to Payday FL.

Section 3. Directors and Officers

The persons who are directors and officers of Payday FL immediately prior to the Effective Date shall continue as the directors and officers of the Surviving Corporation and shall continue to hold office as provided in the bylaws of the Surviving Corporation.

Section 4. Articles of Incorporation and Bylaws

4.1 From and after the Effective Date, the Articles of Incorporation of Payday FL, as in effect at such date, shall be amended to change the name of the corporation to Payday USA, Inc. Except for that change the Articles of Incorporation of the Surviving Corporation and shall continue in effect until the same shall be altered, amended or repealed as therein provided or as provided by law.

4.2 From and after the Effective Date, the bylaws of Payday FL, in effect at such date, shall be the bylaws of the Surviving Corporation and shall continue in effect until the same shall be altered, amended or repealed as therein provided or as provided by law.

Section 5. Shareholder Approval, Effectiveness of Merger

This Agreement shall be submitted for approval to the shareholders of Payday GA as provided by the Code. If this Agreement is duly authorized and adopted by the requisite vote or written consents of such shareholders and is not terminated or abandoned pursuant to the provisions of Section 6 hereof, this Agreement shall be executed, and this Agreement, or a certificate of Merger incorporating the terms of this Agreement as allowed by state law, shall be filed and recorded in accordance with the laws of the State of Florida as soon as practicable after the last approval by such shareholders. The Board of Directors and the proper officers of the Constituent Corporations are authorized, empowered and directed to do any and all acts and things, and to make, execute, deliver, file, and record any and all instruments, papers, and documents which shall be or become necessary, proper, or convenient to carry out or put into effect any of the provisions of this Agreement or of the merger herein provided for. The merger shall become effective on the effective date of the filing of the Certificate of Merger with the Secretary of State of Florida (said date is herein referred to as the "Effective Date").

Section 6. Termination

At any time prior to the filing of the Articles or Certificate of Merger with the Secretary of State of Florida, the Board of Directors of Payday GA may terminate and abandon this Agreement, notwithstanding favorable action on the merger by the shareholders of either such corporation or earlier approval by the Boards of Directors of such corporations. Without limiting the generality of the foregoing, the Board of Directors of Payday GA and Payday FL may terminate and abandon this Agreement at any time prior to such filing, if more than ten (10%) percent of the holders of shares of Payday GA or more than ten percent (10%) of the holders of shares of Payday FL exercise their dissenters' rights pursuant to Article 13 of the Code in connection with the merger.

Section 7. Miscellaneous

7.1 This Agreement may be executed in counterparts, each of which when so executed shall be deemed to be an original and all of which together shall constitute one and the same agreement.

7.2 This Agreement and the legal relations between the parties hereto shall be governed by and construed in accordance with the laws of the State of Georgia.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the Constituent Corporations have each caused this Agreement to be executed, their respective corporate seals to be affixed and the foregoing attested, all by their respective duly authorized officers, as of the date hereinabove first written.

PAYDAY USA, INC.

By: _____
Authorized Officer

ATTEST:

By: _____
_____, Secretary

[CORPORATE SEAL]

PAYDAY USA - FLORIDA, INC.

By: _____
Authorized Officer

ATTEST:

By: _____
_____, Secretary

[CORPORATE SEAL]