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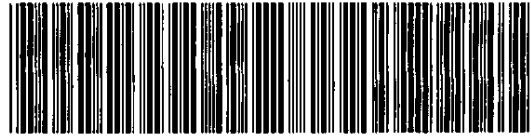
(Business Entity Name)

(Document Number)

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2010 AUG -6 P 3:10
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

Merger
Thurs
8-10-10

COVER LETTER

TO: Amendment Section
Division of Corporations

SUBJECT: cfo Chief Financial Officers, 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:

Mark W. Greenwood
Contact Person

cfo Chief Financial Officers, Inc.
Firm/Company

7767 Naples Heritage Drive
Address

Naples, FL 34112
City/State and Zip Code

chieffin@aol.com
E-mail address: (to be used for future annual report notification)

For further information concerning this matter, please call:

Mark Greenwood At (603) 661-0342
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

(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)
<u>cfo-Chief Financial Officers, Inc.</u>	<u>Florida</u>	_____

Second: The name and jurisdiction of each **merging** corporation:

<u>Name</u>	<u>Jurisdiction</u>	<u>Document Number</u> (If known/ applicable)
<u>Chief Financial Officers, Inc.</u>	<u>New Hampshire</u>	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

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SECRETARY OF STATE
TALLAHASSEE, FLORIDA

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 6/30/10 (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 30, 2010

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 30, 2010

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**

Name of Corporation

Signature of an Officer or
Director

Typed or Printed Name of Individual & Title

cfo Chief Financial Officers



Mark W. Greenwood, President

Chief Financial Officers, Inc



Mark W. Greenwood, President

PLAN OF MERGER

(Non Subsidiaries)

The following plan of merger is submitted in compliance with section 607.1101, Florida Statutes, and in accordance with the laws of any other applicable jurisdiction of incorporation.

First: The name and jurisdiction of the surviving corporation:

<u>Name</u>	<u>Jurisdiction</u>
<u>cfo Chief Financial Officers, Inc.</u>	<u>Florida</u>

Second: The name and jurisdiction of each merging corporation:

<u>Name</u>	<u>Jurisdiction</u>
<u>Chief Financial Officers, Inc.</u>	<u>New Hampshire</u>
<u> </u>	<u> </u>
<u> </u>	<u> </u>
<u> </u>	<u> </u>
<u> </u>	<u> </u>

Third: The terms and conditions of the merger are as follows:

100 shares of the merged corporation for 100 shares of the surviving corporation

Fourth: The manner and basis of converting the shares of each corporation into shares, obligations, or other securities of the surviving corporation or any other corporation or, in whole or in part, into cash or other property and the manner and basis of converting rights to acquire shares of each corporation into rights to acquire shares, obligations, or other securities of the surviving or any other corporation or, in whole or in part, into cash or other property are as follows:

See attached plan of merger

(Attach additional sheets if necessary)

THE FOLLOWING MAY BE SET FORTH IF APPLICABLE:

Amendments to the articles of incorporation of the surviving corporation are indicated below or attached:

OR

Restated articles are attached:

Other provisions relating to the merger are as follows:

ARTICLES OF MERGER

Chief Financial Officers, Inc, a New Hampshire corporation, and CFO-Chief Financial Officers, Inc., a Florida corporation, hereby join in these Articles of Merger.

A. The corporations which are the parties to the merger are Chief Financial Officers, Inc, a New Hampshire corporation (the Absorbed Corporation) and CFO-Chief Financial Officers, Inc. a Florida corporation (the Surviving Corporation). The Absorbed Corporation shall be merged into the Surviving Corporation, which shall be the surviving corporation.

B. The terms and conditions of the plan of merger are that the Surviving Corporation shall receive all of the assets and rights and assume the liabilities, debts and charges of the Absorbed corporation, pursuant to the Agreement and Plan of Merger attached hereto as Exhibit "A" and incorporated herein as if fully set forth.

C. The Agreement and Plan of Merger was adopted by the Board of Directors of each corporation of June 30, 2010 by unanimous consent and in accordance with the laws of the respective state of incorporation of each corporation. The shareholders of each corporation approved the Agreement and Plan of Merger on June 30, 2010 by unanimous consent and in accordance with the laws of the respective state of incorporation of each corporation.



D. The merger is permitted by the laws of the state of incorporation of each party to the merger.

E. Each party to the merger has complied or shall comply with the applicable laws of its state of incorporation.

F. These Articles of Merger and the merger shall be effective as of the close of business on June 30, 2010.

In witness whereof, The said corporations have caused these Articles of Merger to be executed by their respective officers this 30th day of June, 2010.



Chief Financial Officers, Inc.,
a New Hampshire corporation


By: Mark W. Greenwood, President


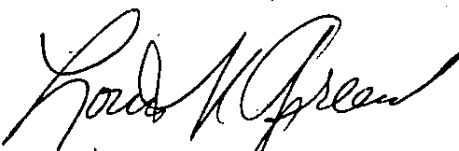
Attest:


Louise N. Greenwood

CFO Chief Financial Officers, Inc.
a Florida Corporation


By: Mark W. Greenwood, President


Attest


Louise N Greenwood

STATE OF New Hampshire
COUNTY OF Drafton) SS

The foregoing was acknowledged before me this 28th day of July, 2010 by
Madew Greenwood, as President of CFO-Chief Financial Officers, Inc. a Florida corporation, on
behalf of the corporation. He is (☒) personally known to me or (☐) produced
_____ as identification.

Richard S. DeCola

Notary Public



STATE OF New Hampshire
COUNTY OF Drafton) SS

The foregoing was acknowledged before me this 28th day of July, 2010 by
Madew Greenwood, as Secretary of CFO-Chief Financial Officers, Inc. a Florida corporation, on
behalf of the corporation. He is (☒) personally known to me or (☐) produced
_____ as identification.

Richard S. DeCola

Notary Public



AGREEMENT AND PLAN OF MERGER

CHIEF FINANCIAL OFFICERS, INC.

AGREEMENT AND PLAN OF MERGER dated this 1st day of July, 2010, by and between CHIEF FINANCIAL OFFICERS, INC., a corporation organized under and governed by the laws of the State of New Hampshire and whose address is 25 Manor Estates Drive, Unit 9, Bristol, New Hampshire 03222 (the "Absorbed Corporation"), and CFO-CHIEF FINANCIAL OFFICERS, INC., a corporation organized under and governed by the laws of the State of Florida and whose address is 7767 Naples Heritage Drive, Naples, Florida 34112 (the "Surviving Corporation"), the two corporations being herein sometimes collectively called the "Constituent Corporations";

WITNESSETH:

WHEREAS, the Surviving Corporation is a corporation duly organized and existing under the laws of the State of Florida, having been incorporated on or about June 1, 2010, by the filing on or about said date of the documents then required by applicable statutes with the Department of State, State of Florida; and

WHEREAS, the absorbed Corporation is a corporation duly organized and existing under the laws of the State of New Hampshire, having been incorporated on or about November 1, 1992, by Articles of Incorporation filed with the Secretary of State, State of New Hampshire; and

WHEREAS, the Surviving Corporation has an authorized capitalization consisting of 100 shares of common stock of One Dollar (\$1.00) par value per share ("Surviving Corporation common stock"). 100 shares of Surviving Corporation common stock are now issued and outstanding and owned as follows:

Mark W. Greenwood 100 shares
(name)

WHEREAS, the Absorbed Corporation has an authorized capitalization consisting of 100 shares of common stock of NO par value per share ("Absorbed Corporation common stock"). 100 shares of Absorbed Corporation common stock are now issued and outstanding and owned as follows:

Mark W. Greenwood 100 shares

WHEREAS, the respective Boards of Directors and all of the shareholders of the Surviving Corporation and the Absorbed Corporation have determined that it is advisable that the Absorbed Corporation be merged into the Surviving Corporation on the terms and conditions hereinafter set forth

in a transaction qualifying as a reorganization within the meaning of section 368(a)(1)(A) of the Internal Revenue Code of 1986, as amended;

NOW THEREFORE, in consideration of the mutual agreements herein contained, it is agreed that, in accordance with the applicable statutes of the State of Florida, the absorbed Corporation shall be and hereby is, at the Effective Date of the merger, merged into the Surviving Corporation shall be the surviving corporation, and the terms and conditions of such merger and the plan or mode of carrying it into effect shall be as follows:

Exhibit "A"

ARTICLES OF INCORPORATION OF
SURVIVING CORPORATION

From and after the Effective Date of the merger and until thereafter amended as provided by law, the Articles of Incorporation of the Surviving Corporation, which is organized under the laws of the State of Florida, shall be, and may be separately certified as, the Articles of Incorporation of the Surviving Corporation as the surviving corporation.

ARTICLE II
SURVIVING CORPORATION TO SUCCEED TO
PROPERTIES AND OBLIGATIONS OF
THE ABSORBED CORPORATION

At the Effective Date of the merger, the Absorbed Corporation shall be merged into the Surviving Corporation, the separate existence of the Absorbed Corporation shall cease and the Surviving Corporation shall continue in existence as the surviving corporation, and, without other transfer or assumption, succeed to and possess all the estate, properties, rights, privileges, powers, and franchises, or a public as well as of a private nature, and assume and be subject to all of the liabilities, obligations, debts, restrictions, disabilities and duties, of each of the Constituent Corporations.

If at any time the Surviving Corporation shall consider or be advised that any further assignments, conveyances or assurances in law are necessary or desirable to carry out the provisions hereof, the proper officers and directors of the Constituent Corporations, or either of them, as of the effective Date of the merger shall execute and deliver any and all proper deeds, assignments and assurances in law, and do all things necessary or proper to carry out the provisions hereof.

CONVERSION OF STOCK

- A. At the Effective Date of the merger, each share of Absorbed Corporation common stock outstanding immediately prior to the merger, shall be changed and converted into one share of common stock, of No par value per share, of the Surviving Corporation, which shares of common stock of the Surviving Corporation shall thereupon be issued and outstanding, provided, however, that no fractional shares of the Surviving Corporation shall be issued, and in lieu of fractional shares to which any holder of the Absorbed Corporation would be otherwise entitled as a result of such change and conversion shares of Surviving Corporation common stock received in the conversion shall be rounded to the nearest whole number of shares.

Thus, after the merger becomes effective, each holder of an outstanding certificate or certificates theretofore representing common shares of the Absorbed Corporation upon surrender of such certificate or certificates shall be entitled to receive in exchange therefore a certificate or certificates representing the following number of full shares of common stock of the Surviving Corporation:

Mark W. Greenwood	100 shares
-------------------	------------

- B. After the merger becomes effective, each holder of an outstanding certificate or certificates theretofore representing common shares of the Absorbed Corporation may surrender the same to the Surviving Corporation or an agent appointed by it; and such holder shall be entitled upon such surrender to receive in exchange therefore a certificate or certificates representing the number of full shares of common stock of the Surviving Corporation into which the common shares of the Absorbed Corporation theretofore represented by the certificate or certificates so surrendered shall have been changed and converted. Until so surrendered each outstanding certificate which prior to the Effective date of the merger represented common shares of the Absorbed Corporation shall be deemed for all corporate purposes other than payment of dividends, to evidence ownership of the number of full shares of common stock of the Surviving Corporation into which the same shall have been so changed and converted. No dividends payable to the holders of record of the common stock of the Surviving Corporation as of the date subsequent to the Effective Date of the merger shall be paid to the holder of any outstanding common share certificate of the

Absorbed Corporation until such certificate shall be so surrendered; but, upon such surrender of any such outstanding common share certificate or certificates of the absorbed

Corporation, there shall be paid to the record holder of the certificate of certificates for shares of common stock of the Surviving Corporation issued upon such surrender the amount of such dividends which theretofore became payable with respect to such full shares of the common stock of the Surviving Corporation. No interest shall be payable with respect to such full shares of the common stock of the Surviving Corporation. No interest shall be payable with respect to any dividends.

- C. At the Effective Date of the merger, each share of Surviving Corporation common stock outstanding immediately prior to the merger shall thereupon without further action become one share of common stock of the Surviving Corporation as the surviving corporation without the issuance of new shares or new share certificates.

ARTICLE IV

BY-LAWS, DIRECTORS AND OFFICERS, ANNUAL MEETING

- A. When the merger becomes effective, the By-Laws of the Surviving Corporation shall continue to be the By-Laws of the Surviving Corporation as the surviving corporation until altered, amended or repealed.
- B. The director of the Surviving Corporation, who shall hold office as provided in the By-Laws of the Surviving Corporation, shall be as follows:

Name

Address

Mark W. Greenwood

7767 Naples Heritage Drive, Naples, FL

- C. The first annual meeting of the shareholders of the Surviving Corporation shall be the annual meeting provided for in the By-Laws of the Surviving Corporation for the year 2011.

The officers of the Surviving Corporation, who shall hold office as provided in the by-Laws of Surviving Corporation, shall be as follows:

<u>Name</u>	<u>Office</u>	<u>Address</u>
Mark W. Greenwood	President	7767 Naples Heritage Drive
Mark W. Greenwood	Secretary	Naples, FL 34112

- D. If, at or after the Effective Date of the merger, a vacancy shall exist in the Board of Directors of the Surviving Corporation or in any of the offices specified above, such vacancy may be filled in the manner provided in the By-Laws of the Surviving Corporation.

ARTICLE V

PROHIBITED TRANSACTIONS

Neither of the Constituent Corporations shall, prior to the Effective Date of the merger, engage in any activity or transaction other than in the ordinary course of business, except that each of the Constituent Corporations may take all action necessary or appropriate under the applicable state laws to consummate this merger. Neither of the Constituent Corporations shall, prior to the Effective Date of the merger, declare or pay any dividend or other distribution on its common stock.

ARTICLE VI

REPRESENTATIONS AND WARRANTIES

- A. The Surviving Corporation represents and warrants as of the date of this Agreement and Plan of Merger and as of the Effective date:
1. The Surviving Corporation is a corporation validly incorporated under the laws of the State of Florida.
 2. The Surviving Corporation has an authorized capital consisting of the number of shares of common stock of the par value, and has issued and outstanding that number of shares of common stock (all of which are validly issued and fully paid and non-assessable), as recited on page 1 above.

3. The Surviving Corporation does not have outstanding any options or agreements for the issuance or sale of additional shares of stock.
- B. The Absorbed Corporation represents and warrants as of the date of this Agreement and Plan of Merger and as of the effective date:
1. The Absorbed Corporation is a corporation validly incorporated under the laws of the State of New Hampshire.
 2. The Absorbed Corporation has an authorized capital consisting of the number of shares of common stock of the par value, and has issued and outstanding that number of shares of common stock (all of which are validly issued and fully paid and non-assessable), as recited on page 1 above.
 3. The Absorbed Corporation does not have outstanding any options or agreements for the issuance or sale of additional shares of stock.

ARTICLE VII

STOCKHOLDER APPROVAL; EFFECTIVE DATE

This Agreement and Plan of Merger shall be submitted to the stockholders of each of the Constituent Corporations as provided by the applicable laws of the State of New Hampshire and the State of Florida. If this Agreement and Plan of Merger is duly approved and adopted by the requisite votes of the stockholders and is not abandoned pursuant to the provisions of Article VIII hereof, Articles of Merger, with this Agreement and Plan of Merger attached as an Exhibit, shall be executed, acknowledged, filed and recorded in accordance with the laws of the states of Florida and New Hampshire. The merger shall be effective as of the close of business on June 30, 2010 such time being herein sometimes called "the Effective Date of the merger".

ARTICLE VIII

ABANDONMENT

This Agreement and Plan of Merger may be abandoned at any time before or after action thereon by the stockholders of the Absorbed Corporation or the Surviving Corporation or both, notwithstanding favorable action on the merger by the stockholders of the Absorbed Corporation or the Surviving Corporation or both, but not later than the Effective date of the merger, by the mutual consent of the Boards of Directors of the Absorbed Corporation and the Surviving Corporation.

In the event of abandonment by the Board of Directors of either the Absorbed Corporation or the Surviving Corporation as provided above, written notice shall forthwith be given to the other party.

ARTICLE IX

MODIFICATION AND WAIVER

The Absorbed Corporation and the Surviving corporation, by mutual consent of their respective Boards of Directors, may amend, modify and supplement this Agreement and Plan of Merger in such manner as may be agreed upon by them in writing at any time before or after action thereon by the stockholders of the Absorbed Corporation or of the Surviving Corporation or both; provided, however, that no such amendment, modification or supplement shall affect the rights of the stockholders of the Absorbed Corporation or the Surviving Corporation in a manner which is materially adverse to such stockholders in the judgment of their respective Boards of Directors. The Absorbed Corporation or Surviving Corporation, may, pursuant to action by its Board of Directors, by an instrument in writing, extend the time for or waive the performance of any of the obligations of the other or waive compliance by the other with any of the covenants or conditions contained in this Agreement; provided, however, that no such waiver or extension shall affect the rights of the stockholder of the Absorbed Corporation or the Surviving Corporation in a manner which is materially adverse to such stockholders in the judgment of its Board of Directors so acting.

IN WITNESS WHEREOF, the Absorbed Corporation and the Surviving Corporation, each pursuant to the approval and authority duly given by resolution adopted by its Board of Directors, have each

caused this Agreement and Plan of Merger to be executed by its officers thereunto duly authorized and its corporate seal to be affixed.

CHIEF FINANCIAL OFFICERS, INC.

A New Hampshire corporation

(corporate seal)

by: Robert J. Greenwald

ATTEST:

Robert J. Greenwald

Secretary

CFO CHIEF FINANCIAL OFFICERS, INC.

A Florida corporation

(corporate seal)

By: Robert J. Greenwald

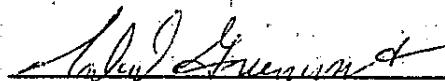
ATTEST:

Robert J. Greenwald

Secretary

I, Mark W. Greenwood Secretary of CHIEF FINANCIAL OFFICERS, INC., a corporation organized and existing under the laws of the State of New Hampshire, hereby certify, as such Secretary and under the seal of said corporation, that the Agreement and Plan of Merger dated June 30, 2010, between CFO CHIEF FINANCIAL OFFICERS, INC., a Florida corporation, and CHIEF FINANCIAL OFFICERS, INC., a New Hampshire corporation, as the Absorbed Corporation, to which this certificate is attached, was duly adopted on June 30, 2010, by the unanimous consent of the holders of all of the outstanding stock of said Surviving Corporation, and that thereby the Agreement and Plan of Merger was duly adopted as the act of the stockholders of said Surviving Corporation and the duly adopted Agreement of said Surviving Corporation.

WITNESS, my hand and seal of cfo CHIEF FINANCIAL OFFICERS, INC., A Florida corporation, on this 30 day of June, 2010

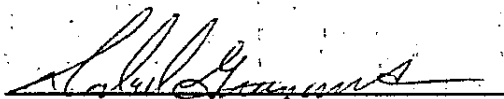


Mark W. Greenwood, Secretary

CERTIFICATE OF CORPORATE SECRETARY

I, Mark W. Greenwood, Secretary of CFO CHIEF FINANCIAL OFFICERS, INC., A corporation organized and existing under the laws of the State of Florida, hereby certify and state, under penalties of perjury, as such Secretary and under the seal of said corporation that the Agreement and Plan of Merger dated June 30 2010, between CFO CHIEF FINANCIAL OFFICERS, INC., a Florida corporation, as the Surviving Corporation, and CHIEF FINANCIAL OFFICERS, INC., a New Hampshire corporation, to which this certificate is attached, was by unanimous consent of all of the shareholders of said Absorbed Corporation on June 30, 2010 duly adopted in the manner required by Section 607.0704, Florida Statutes, by the unanimous consent of all of the stockholders of said Absorbed Corporation entitled to vote, as the Agreement of said Absorbed Corporation and that the agreement and Plan of Merger has been duly executed by the officers of said Absorbed Corporation.

WITNESS, my hand and the seal of CFO CHIEF FINANCIAL OFFICERS, INC., a Florida corporation, on this 30 day of June, 2010



Mark W. Greenwood, Secretary

The above Agreement and Plan of Merger, having been approved by the Board of directors of each corporate party thereto, and having been adopted separately by all of the stockholders of each corporate party thereto, in accordance with the Florida Business Corporation Act, and that fact having been certified on said Agreement and Plan of Merger by the Secretary of CHIEF FINANCIAL OFFICERS, INC., a New Hampshire corporation, and by the Secretary of CFO-CHIEF FINANCIAL OFFICERS, INC., a Florida corporation, the undersigned do now hereby execute the said Agreement and Plan of Merger under the corporate seals of their respective corporations, by authority of the directors and stockholders thereof, as the respective act, deed and agreement of each of said corporations, on this 30 day of June, 2010.

(corporate seal)

CHIEF FINANCIAL OFFICERS, INC.

A New Hampshire corporation

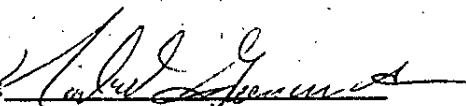
By: 

Mark W. Greenwood, President

(corporate seal)

CFO-CHIEF FINANCIAL OFFICERS, INC.

A Florida corporation

By: 

Mark W. Greenwood, President

ATTEST:



Mark W. Greenwood, Secretary

STATE OF New Hampshire
COUNTY OF Srafton) SS

Before me, the undersigned authority, personally appeared Mark W. Greenwood, and he acknowledged before me that he executed the foregoing Agreement and Plan of Merger as President of CHIEF FINANCIAL OFFICERS, INC., a New Hampshire corporation, after being authorized by the unanimous vote of the shareholders and directors of said corporation to sign the Agreement and Plan of Merger on behalf of the corporation; that he caused the seal of the corporation to be affixed by the secretary of the corporation, that he signed the Agreement and Plan of Merger as the act, deed and agreement of said corporation, and that he is (☒) personally known to me and (☐) produced _____ as identification.

July WITNESS my hand and official seal at 5:00 (~~am~~) (pm), this 28th day of _____, 2010.

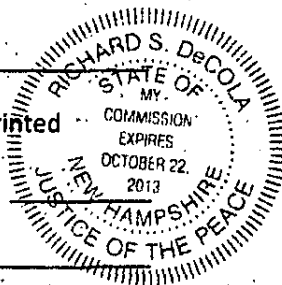
Richard S. DeCola

Notary Public

Name of Notary Public Printed

My commission number:

My commission expires:



STATE OF

New Hampshire

) SS

COUNTY OF

Seaford

)

Before me, the undersigned authority, personally appeared Mark W. Greenwood, and he acknowledged before me that he executed the foregoing Agreement and Plan of Merger as President of CHIEF FINANCIAL OFFICERS, INC., a New Hampshire corporation, after being authorized by the unanimous vote of the shareholders and directors of said corporation to sign the Agreement and Plan of Merger on behalf of the corporation; that he caused the seal of the corporation to be affixed by the secretary of the corporation, that he signed the Agreement and Plan of Merger as the act, deed and agreement of said corporation, and that he is (☒) personally known to me and (☐) produced _____ as identification.

WITNESS my hand and official seal at 5:00 (~~am~~) (pm), this 28th day of July, 2010.

Richard S. DeCola

Notary Public

Name of Notary Public Printed

My commission number: _____

My commission expires: _____

