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(Business Entity Name)

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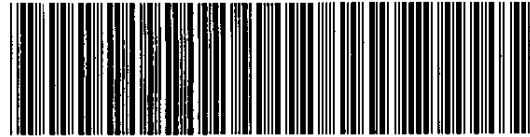
Certified Copies \_\_\_\_\_ Certificates of Status \_\_\_\_\_

Special Instructions to Filing Officer:

Called 7/6 Holder or  
revised merger, to  
correct merger corp  
name.

Theris

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SECRETARY OF STATE  
TALLAHASSEE FLORIDA

Merger  
Theris  
7-8-11

**COVER LETTER**

**TO:** Amendment Section  
Division of Corporations

**SUBJECT:** Mutualloan Corporation  
Name of Surviving Corporation

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

Please return all correspondence concerning this matter to following:

John Limansky  
Contact Person

Mutualloan Corporation  
Firm/Company

1925 W 32nd Ave Unit 402  
Address

Denver, CO 80211  
City/State and Zip Code

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

For further information concerning this matter, please call:

John Limansky At ( 626 ) 252-6075  
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

**(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)
Mutualloan Corp.	Wyoming	

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

<u>Name</u>	<u>Jurisdiction</u>	<u>Document Number</u> (If known/ applicable)
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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**      \_\_\_\_ / \_\_\_\_ / \_\_\_\_ (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 16, 2011.

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 16, 2011.

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)*

## 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:

Name

## Jurisdiction

Mutualloan Corp.

## Wyoming

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

Name

### Jurisdiction

Nexus Enterprise Solutions, Inc

## Florida

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

Please see attached Merger Agreement

**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:

*(Attach additional sheets if necessary)*

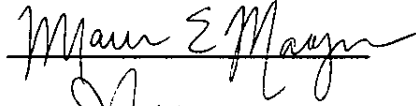
**Seventh: SIGNATURES FOR EACH CORPORATION**

Name of Corporation

Signature of an Officer or  
Director

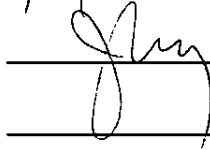
Typed or Printed Name of Individual & Title

Nexus Enterprise Solutions,



Maureen E. Morgan, President

Mutualloan Corp.



John Limansky, CEO/Chairman

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## BUSINESS COMBINATION

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By and Between:

MUTUALOAN CORP., AS SURVIVING ENTITY,

*and*

NEXUS ENTERPRISE SOLUTIONS, INC., AS THE REVERSE ACQUIRING ENTITY

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Effective Date: June 16, 2011

This Business Combination is entered into as of the Effective Date, written above, by and between Mutualoan Corp., a corporation duly incorporated within the State of Wyoming, and being a public company duly registered with the Securities and Exchange Commission; and Nexus Enterprise Solutions, Inc. a corporation duly incorporated within the State of Florida, collectively the "Constituent Corporations";

*WHEREAS*, the Constituent Corporations desire that Nexus Enterprise Solutions, Inc. combine with Mutualoan Corp., with the result being the dissolution of Nexus Enterprise Solutions, Inc. and the survival of Mutualoan Corp. who shall be the Surviving Entity, upon the terms and conditions of the laws of the State of Wyoming and Florida, respectively;

*WHEREAS*, the surviving corporation, Mutualoan Corp. will subsequently be renamed as Nexus Enterprise Solutions, Inc. in the state of Wyoming.

*WHEREAS*, the Board of Directors of each Constituent Corporation have approved and adopted this Business Combination;

*NOW WHEREFORE*, the Constituent Corporations do hereby covenant and agree as follows:

1. **Combination.** Nexus Enterprise Solutions, Inc. shall be combined into Mutualoan Corp., and Mutualoan Corp. shall be the Surviving Entity and continue as a public registrant. Mutualoan Corp. will subsequently be renamed Nexus Enterprise Solutions, Inc.
  - 1.1. The Surviving Entity, Sungame, shall continue to be governed under the laws of the State of Wyoming, including post-combination. Although Mutualoan shall be the Surviving Entity, the holders of Nexus Enterprise Solutions, Inc. shall exit the Combination holding a majority of the Surviving Entity, and thus legally characterizing it as a reverse acquisition, although for Federal, State, Legal, and Accounting purposes, the contemplated transaction herein shall be called the "Combination."
  - 1.2. The separate corporate existence of Nexus Enterprise Solutions, Inc. shall cease to exist as of the Effective Date.

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- 1.3. The Combination shall vest all rights, privileges, properties, powers and franchises From Nexus Enterprise Solutions, Inc. into the Surviving Entity Mutualloan Corp., and all debts, liabilities, duties and obligations of Nexus Enterprise Solutions, Inc. shall vest into Mutualloan Corp., the Surviving Entity Mutualloan Corp.
2. If, at any time after the Effective Date, the Surviving Entity shall determine or be advised that any deeds, bills of sale, assignments, assurances or any other actions or things are necessary or desirable to vest, perfect or confirm of record or otherwise in the Surviving Entity its right, title or interest in, to or under any of the rights, properties or assets of the Nexus Business Solutions, Inc. acquired or to be acquired by the Surviving Entity as a result of, or in connection with, the Combination or otherwise to carry out this Agreement, the officers and directors of the Surviving Entity shall be authorized to execute and deliver, in the name and on behalf of either the Sungame Corp or Nexus Enterprise Solutions, Inc. all such deeds, bills of sale, instruments of conveyance, assignments and assurances and to take and do, in the name and on behalf of the Surviving Entity, Mutualloan Corp. or Nexus Enterprise Solutions, Inc., or otherwise, all such other actions and things as may be necessary or desirable to vest, perfect or confirm any and all right, title and interest in, to and under such rights, properties or assets in the Surviving Entity or otherwise to carry out this Agreement.
3. **Effects of Combination.** The effect of the combination, at the Effective Date, shall be provided by the Wyoming Statutes and the Florida Statutes as of the Effective Date. Without limiting the generality of the foregoing, and subject thereto, upon the Effective Date, the separate existence of Nexus Enterprise Solutions, Inc. shall cease, and the Surviving Entity, Mutualloan Corp., shall possess all the rights, privileges, immunities, powers, authority, franchises, of a p[ublic as well as a private nature, and the Surviving Entity shall be subject to all of ther restrictions, liabilities, obligations, and duties of each of the Constituent Corporations; and all property, real, personal, mixed, and all debts, liabilities and obligations due to each of the Constituent Corporations on whatever account or belonging to any of the Constituent Corporations shall be vested in the Surviving Entity without further act or deed; and all property, rights, privileges, immunities, powers, authority and franchises, all and every other interest, shall be thereafter as effectually the property of the Surviving Entity as they were of the Constituent Corporations; and all rights of creditors and all liens upon any property of each of the Constituent Corporations shall not revert or be in any way impaired by reason of this merger, on only the property affected by such liens immediately prior to the Effective Date. Any action or proceeding pending by or against each of the Constituent Corporations at the Effective Date may be prosecuted as if the merger had not taken place, or the Surviving Corporation may be substituted in such corporation's place.
4. **Articles of Incorporation and Bylaws.** The Articles of Incorporation and bylaws of Mutualloan Corp. shall remain the Articles and bylaws of the Surviving Entity.


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5. **Shares.** On the Effective Date, the shares of Nexus Enterprise Solutions, Inc. shall be exchanged into the shares of Mutualoan Corp., in accordance with Schedule A of this Business Combination.
- 5.1. On or after the Effective Date, the holders of outstanding shares of Nexus Enterprise Solutions, Inc. Common Stock shall promptly surrender their certificates for cancellation to Mutualoan Corp.'s transfer agent, or corporate secretary who will facilitate the share swap, who may act as the exchange agent to affect the exchange of the share certificates for certificates representing shares of Mutualoan Corp. Common Stock. Each holder of Nexus Enterprise Solutions, Inc. Common Stock shall, upon such surrender, receive in exchange therefor a certificate representing the shares of Mutualoan Corp. Common Stock calculated pursuant to Schedule A. Until such surrender and cancellation, each share of outstanding Nexus Enterprise Solutions, Inc. Common Stock shall, on and after the Effective Date, be deemed for all corporate purposes to evidence the number of shares of Mutualoan Corp. Common Stock calculated in Schedule A.
- 5.2. In its sole discretion, the Constituent Companies elect to round up to the nearest whole share, in lieu of issuing fractional shares of Mutualoan Corp. Common Stock as a result of the Combination to the holders who would otherwise be entitled to such fractional shares of Mutualoan Corp. Common Stock.
6. **Officers and Directors.** The Officers and Directors shall be dictated according to Schedule B attached hereto;
7. **Amendments.** Notwithstanding approval of this Business Combination by the directors of the Constituent Corporations, the Boards of Directors of the Constituent Corporations may amend this Business Combination by written agreement at any time prior to the Effective Date; provided that any such amendment shall not (a) alter the amount or kind of consideration to be received in exchange for shares of capital stock of Mutualoan Corp, (b) alter any term of the Articles of Incorporation or By-Laws of the Constituent Corporations, or (c) alter the terms and conditions of this Business Combination if such alteration would adversely affect the holder of capital stock of either Constituent Corporation.
8. **Authority.** The signatories of the Constituent Corporations hereby represent and warrant that they have requisite corporate power and authority to consummate this Combination; that all votes, approvals, resolution, consents, and the like have been collected by the respective Constituent Corporations; no endemic conflicts are known to exist regarding the Combination; the contemplated Combination is not known to be inconsistent with any law, rule, regulations, plea agreements, Court order, and that neither of the Constituent Corporations know of any reason why this Combination cannot take place.
9. **Effective Date of Merger.** As soon as practicable after this Agreement has been duly adopted by the directors of the Constituent Corporations, Articles of Merger shall be filed with the Wyoming Secretary of State in accordance with the laws of the State of Wyoming. The merger shall become effective as of the Effective Date.
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10. **Termination.** Notwithstanding approval of this Business Combination by the directors and shareholder of the Constituent Corporations, this Business Combination may be terminated and the Combination abandoned at any time prior to the Effective Date by mutual consent of the Boards of Directors of the Constituent Corporations.
11. **Miscellaneous.** This Agreement embodies the entire agreement and understanding of the parties hereto with respect to the subject matter hereof, and supersedes all prior and contemporaneous agreements and understandings, oral or written, relative to said subject matter. This agreement shall be governed under the laws of the State of New York and the State of New York shall have exclusive jurisdiction thereof, regardless of conflicts of laws provisions. Venue shall be found in the County of Nassau, or in the Eastern District of New York. The Constituent Corporations represent and warrant there were no brokers and/or finders in the Combination.
12. **Abandonment.** At any time prior to the Effective Date, this Agreement may be terminated and the Combination may be abandoned by the mutual decision of the Board of Directors of the Constituent Corporations.
13. **Counterparts.** This Agreement may be executed in two or more counterparts, each of which shall be deemed to be an original and the same agreement.

*IN WITNESS WHEREOF*, each of the corporate parties hereto, pursuant to authority duly granted by its board of directors, has caused this Agreement to be executed by its duly authorized officers as of the Effective Date.

MUTUALOAN CORP.



Brian Tompakov, CEO

Nexus Enterprise Solutions, Inc.

Maureen Morgan, President

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### Schedule A – Share Exchange

As of the Effective Date, Nexus Enterprise Solutions, Inc. shall exchange its shares for shares of Mutualoan Corp. as follows:

- A. Every share of Nexus Enterprise Solutions, Inc. shall be exchanged on a ONE FOR ONE basis for newly issued shares of Mutualoan Corp., with tacking being available to holders of Nexus Enterprise Solutions, Inc. to the fullest extent of every law, rule, and regulation.
- B. All shares exchanged shall be non-assessable and fully paid, if they were fully paid and non-assessable in Nexus Enterprise Solutions, Inc. If any holder in Nexus did not possess fully paid and non-assessable shares, then the contingent holder shall have the same rights and obligations as they did in Nexus Enterprise Solutions, Inc.;
- C. The shares shall be distributed to the holders of Nexus Enterprise Solutions, Inc. in the following manner:
  - a. 13,000,000 founders shares shall be distributed to the founders of Nexus Enterprise Solutions, Inc.;
  - b. Licensing Agreement;
- D. All beneficial interests in Nexus Enterprise Solutions, Inc. shares shall be transferred to Mutualoan Corp. on the same terms and conditions as in Nexus Enterprise Solutions, Inc.
- E. The shares of Nexus Enterprise Solutions, Inc. shall then be retired and cancelled.
- F. If, during the period between the date of this Agreement and the Effective Date, any change in the outstanding Shares shall occur in accordance with the terms of this Agreement, including by reason of any reclassification, recapitalization, stock split or combination, exchange or readjustment of Shares, or stock dividend thereon with a record date during such period, the cash payable pursuant to any Offer, the Combination Consideration and any other amounts payable pursuant to this Agreement shall be appropriately adjusted.

Shares of Mutualoan Corp. PRE COMBINATION	
Authorized	500,000,000
Issued and Outstanding	351,679
Treasury Reserved	-0-

Shares of Nexus Enterprise Solutions, Inc. PRE COMBINATION	
Authorized	50,000,000
Issued and Outstanding	5,000,000
Treasury Reserved	-0-

Shares of Mutualoan Corp. POST COMBINATION	
Authorized	500,000,000
Issued and Outstanding	20,351,679
Treasury Reserved	80,000,000



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### Schedule B – Directors and Officers

- I. Directors – The Directors of Mutualloan that are currently on the Board of Directors shall resign from the Board of Directors. The Current Directors of Sungame are:
- a. Brian Tompakov, Chairperson

Directors of Mutualloan Corp. PRE COMBINATION	
Brian Tompakov,	

Directors of Nexus Enterprise Solutions, Inc. PRE COMBINATION	
Maureen Morgan	

Directors of Mutualloan Corp. POST COMBINATION	
Error! Reference source not found.	

- II. Officers – The pre and post Officer roles shall be as follows

Pre Combination	
Name	Office
Brian Tompakov	President, Mutualloan
Maureen Morgan	President, Nexus

Post Combination SURVIVING ENTITY	
Name	Office
Error! Reference source not found.	President, CEO Nexus

# **Nexus Enterprise Solutions, Inc**

**Held on: Tuesday, 7 June 2011**

Effective Date: 7 June 2011

**WHEREAS**, Maureen Morgan is a holder of record of 5,000,000 common voting shares of Nexus, Inc. a Florida Corp of the Effective Date, and I am authorized to vote 5,000,000 shares of Nexus, by direct ownership, beneficial interest, or proxy;

**WHEREAS**, A Shareholder vote for the business combination between Mutaloan and Nexus Enterprise Solutions, Inc. and the election of John Limansky as Director and CEO of the newly merger operation, Nexus, and to ratify past votes is being held;

**WHEREAS**, Maureen Morgan is hereby authorizing the secretary of Nexus Inc. to enter my votes as follows, for the vote herein contemplated, or reasonably adjourned, and this proxy shall be freely revocable in a signed writing communicated to the Secretary reasonably prior to the vote;

**NOW WHEREFORE, I hereby vote my shares:**

**IN FAVOR**, in favor of the business combination with Nexus and Nexus Enterprise Solutions, Inc., upon such terms and conditions as the companies may mutually agree, which may include a name change and a change in SIC;

Dated: as of the Effective Date

  
By Maureen Morgan