

P94000033828

MICHAEL J. CONIGLIO, P.A.

971 East Tennessee Street

Tallahassee, FL 32308-6939

City/State/Zip

681-3111
Phone #

Office Use Only

CORPORATION NAME(S) & DOCUMENT NUMBER(S), (if known):

1. FLORIDA TITLE LOANS, INC. P94000033828
(Corporation Name) (Document #)

2. _____
(Corporation Name) (Document #)

3. _____
(Corporation Name) (Document #)

4. _____
(Corporation Name) (Document #)

☒ Walk in

☐ Pick up time _____

☒ Certified Copy

☐ Mail out

☐ Will wait

☐ Photocopy

☒ Certificate of Status

FILED
97 DEC - 1 PM 2:30
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

re: merger

NEW FILINGS	
	Profit
	NonProfit
	Limited Liability
	Domestication
	Other

AMENDMENTS	
	Amendment
	Resignation of R.A., Officer/ Director
	Change of Registered Agent
	Dissolution/Withdrawal
XXX	Merger

000002359780--0
-12/02/97--01004--028
*****61.25 *****61.25

000002359780--0
-12/02/97--01004--051
*****70.00 *****70.00

OTHER FILINGS	
	Annual Report
	Fictitious Name
	Name Reservation

REGISTRATION/ QUALIFICATION	
	Foreign
	Limited Partnership
	Reinstatement
	Trademark
	Other

12/3

gdy
Merger
CC & CMS

ARTICLES OF MERGER
Merger Sheet

MERGING:

SOUTHEAST TITLE LOAN CO., XXI, INC., a Florida corporation, P96000055133

INTO

FLORIDA TITLE LOANS, INC., a Florida corporation, P94000033828

File date: December 1, 1997

Corporate Specialist: Joy Moon-French

ARTICLES OF MERGER
OF
SOUTHEAST TITLE LOAN CO., XXI, INC.
INTO
FLORIDA TITLE LOANS, INC.

FILED

97 DEC -1 PM 2:30

SECRETARY OF STATE
TALLAHASSEE, FLORIDA

Pursuant to the provisions of Section 607.1105 of the Florida Statutes, the undersigned corporation, Florida Title Loans, Inc., a Florida corporation, and Southeast Title Loan Co., XXI, Inc., a Florida corporation, adopt the following Articles of Merger for the purposes of merging Southeast Title Loan Co., XXI, Inc. into Florida Title Loans, Inc.

PLAN OF MERGER

1. The Plan of Merger setting forth the terms and conditions of the merger of Southeast Title Loan Co., XXI, Inc. into Florida Title Loans, Inc. is attached to these Articles as an exhibit and incorporated herein by reference.

ADOPTION OF PLAN

2. There are five hundred (500) shares of common stock, each of one dollar (\$1.00) par value, of Southeast Title Loan Co., XXI, Inc., a Florida corporation issued and outstanding that were entitled to vote on the Plan of Merger. Five hundred (500) shares were voted in favor of the Plan of Merger and zero (0) shares were voted against the Plan of Merger, at a special meeting of the shareholders of Southeast Title Loan Co., XXI, Inc., held on the 6th day of November, 1997.

3. Prior to the recapitalization of Florida Title Loans, Inc., a Florida corporation, there were five hundred (500) shares of common stock, one dollar (\$1.00) par value, entitled to vote. Simultaneously with the execution of this merger, there will be 75,000 authorized shares of common stock, one dollar (\$1.00) par value, of Florida Title Loans, Inc., a Florida corporation, issued and outstanding. Of the five hundred (500) previously existing shares entitled to vote on the Plan of Merger, five hundred (500) shares were voted in favor of the Plan of Merger and zero (0) shares were voted against the Plan of Merger, at a special meeting of the shareholders of Florida Title Loans, Inc., held on the 6th day of November, 1997.

IN WITNESS WHEREOF, each of the undersigned corporations has caused these Articles to be signed as of November 6, 1997.

FLORIDA TITLE LOANS, INC.

By: 

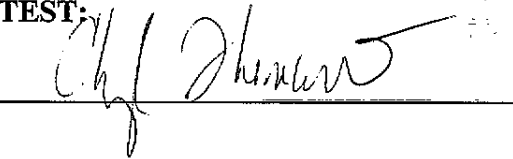
Roderick A. Aycox, President

FLORIDA TITLE LOANS, INC.

By: 

Terry Fields, CFO

ATTEST:



SOUTHEAST TITLE LOAN CO., XXI, INC.

By: [Signature]
Roderick A. Aycox, President

SOUTHEAST TITLE LOAN CO., XXI, INC.

By: [Signature]
Terry Fields, CFO

ATTEST:

[Signature]

The undersigned officer of Florida Title Loans, Inc. does hereby certify and verify that the foregoing Articles of Merger were duly adopted by the corporation and that all statements contained in the Articles are true and correct.

[Signature]
Roderick A. Aycox, President
Florida Title Loans, Inc.

**STATE OF GEORGIA
COUNTY OF FULTON**

Sworn to and verified before me this 6 day of Nov, 1997.

[Signature]
Notary Public

Notary Public, Cherokee County, Georgia
My Commission Expires July 2, 1999

My commission expires _____

This instrument was prepared by Malnik & Salkin, P.A., whose address is 1776 N. Pine Island Road, Suite 216, Plantation, Florida 33322.

PLAN AND AGREEMENT OF REORGANIZATION

by merger of
Southeast Title Loan Co., XXI, Inc.
with and into
Florida Title Loans, Inc.
under the name of
Florida Title Loans, Inc.

This is a Plan and Agreement of Merger (the "Agreement") between Southeast Title Loan Co., XXI, Inc., a Florida corporation (the "Merging Corporation"), and Florida Title Loans, Inc., a Florida corporation (the "Surviving Corporation").

ARTICLE 1. PLAN OF MERGER

Plan Adopted

1.01. A plan of merger of Southeast Title Loan Co., XXI, Inc. and Florida Title Loans, Inc., pursuant to Section 368(a)(1)(A) of the Internal Revenue Code, is adopted as follows:

(a) Southeast Title Loan Co., XXI, Inc. shall be merged with and into Florida Title Loans, Inc., to exist and be governed by the laws of the State of Florida.

(b) The name of the Surviving Corporation shall be Florida Title Loans, Inc.

(c) When this Agreement shall become effective, the separate corporate existence of Southeast Title Loan Co., XXI, Inc. shall cease, and the Surviving Corporation shall succeed, without other transfer, to all the rights and property of Southeast Title Loan Co., XXI, Inc. and shall be subject to all the debts and liabilities of the Merging Corporation in the same manner as if the Surviving Corporation had itself incurred them. All rights of creditors and all liens on the property of each constituent corporation shall be preserved unimpaired, limited in lien to the property affected by the liens immediately prior to the merger.

(d) The Surviving Corporation will carry on business with the assets of Southeast Title Loan Co., XXI, Inc., as well as with the assets of Florida Title Loans, Inc..

(e) The shareholders of Southeast Title Loan Co., XXI, Inc. will surrender all of their shares in the manner hereinafter set forth.

(f) In exchange for the shares of Southeast Title Loan Co., XXI, Inc. surrendered by its shareholders, the Surviving Corporation will issue and transfer to these

shareholders, on the basis set forth in Article 4 below, shares of its common stock; The Surviving Corporation will amend its common stock to be used in the exchange.

(g) The shareholders of Florida Title Loans, Inc. will retain their shares as shares of the Surviving Corporation.

(h) The Articles of Incorporation of Florida Title Loans, Inc. shall continue in full force as the Articles of Incorporation of the Surviving Corporation until further amended, altered, or repealed as provided in the Articles or as provided by law.

Effective Date

1.02. The effective date of the merger ("Effective Date") shall be the date when the Articles of Merger are filed with the Department of State of the State of Florida.

ARTICLE 2. REPRESENTATIONS AND WARRANTIES OF CONSTITUENT CORPORATIONS

Nonsurvivor

2.01. As a material inducement to the Surviving Corporation to execute this Agreement and perform its obligations under this Agreement, Southeast Title Loan Co., XXI, Inc. represents and warrants to the Surviving Corporation as follows:

(a) Southeast Title Loan Co., XXI, Inc. is a corporation duly organized, validly existing, and in good standing under the laws of the State of Florida, with corporate power and authority to own property and carry on its business as it is now being conducted. Southeast Title Loan Co., XXI, Inc. is not required to be qualified as a foreign corporation to transact business in any other jurisdiction.

(b) Southeast Title Loan Co., XXI, Inc. has an authorized capitalization of five hundred dollars (\$500.00) consisting of five hundred (500) shares of common stock, each of one dollar (\$1.00) par value, of which five hundred (500) shares are validly issued and outstanding, fully paid, and nonassessable on the date of this Agreement.

(c) Southeast Title Loan Co., XXI, Inc. has furnished the Surviving Corporation with its books and records representing the present financial condition of Southeast Title Loan Co., XXI, Inc. as of September 30, 1997 and the results of its operations as of the past twelve months.

(d) All required federal, state, and local tax returns of Southeast Title Loan Co., XXI, Inc. have been accurately prepared and duly and timely filed, and all federal,

state, and local taxes required to be paid with respect to the periods covered by the returns have been paid. Southeast Title Loan Co., XXI, Inc. has not been delinquent in the payment of any tax or assessment.

Survivor

2.02 As a material inducement to Southeast Title Loan Co., XXI, Inc. to execute this Agreement and perform its obligations under this Agreement, Florida Title Loans, Inc. represents and warrants to Southeast Title Loan Co., XXI, Inc. as follows:

(a) Florida Title Loans, Inc. is a corporation duly organized, validly existing, and in good standing under the laws of the State of Florida, with corporate power and authority to own property and carry on its business as it is now being conducted. Florida Title Loans, Inc. is not required to be qualified as a foreign corporation to transact business in any other jurisdiction.

(b) Florida Title Loans, Inc. has an authorized capitalization of seventy five thousand dollars (\$75,000) consisting of seventy five thousand (75,000) shares of common stock, each of one dollar (\$1.00) par value. As of the date of this Agreement, seventy five thousand (75,000) shares of the common stock are validly authorized and outstanding, fully paid, and nonassessable.

Securities Law

2.03. The parties will mutually arrange for and manage all necessary procedures under the requirements of federal and Florida securities laws and the related supervisory commissions to the end that this plan is properly processed to comply with registration formalities, or to take full advantage of any appropriate exemptions from registration, and to otherwise be in accord with all anti-fraud restrictions in this area.

ARTICLE 3. COVENANTS, ACTIONS, AND OBLIGATIONS PRIOR TO THE EFFECTIVE DATE

Interim Conduct of Business; Limitations

3.01. Except as limited by this Paragraph 3.01, pending consummation of the merger, each of the constituent corporations will carry on its business in substantially the same manner as before and will use its best efforts to maintain its business organization intact, to retain its present employees, and to maintain its relationships with suppliers and other business contacts. Except with the prior consent in writing of Florida Title Loans, Inc., pending consummation of the merger, Southeast Title Loan Co., XXI, Inc. shall not:

shares.

(a) Declare or pay any dividend or make any other distribution on its

(b) Create or issue any indebtedness for borrowed money.

(c) Enter into any transaction other than those involved in carrying on its ordinary course of business.

Submission to Shareholders

3.02. This Agreement shall be submitted to the shareholders of Southeast Title Loan Co., XXI, Inc. for approval in the manner provided by the laws of the State of Florida. This Agreement shall not be submitted to the shareholders of Florida Title Loans, Inc. for approval because such approval is not required pursuant to Section 607.1103(7) of the Florida Statutes.

Conditions Precedent to Obligations of Southeast Title Loan Co., XXI, Inc.

3.03. Except as may be expressly waived in writing by Southeast Title Loan Co., XXI, Inc., all of the obligations of Southeast Title Loan Co., XXI, Inc. under this Agreement are subject to the satisfaction, prior to or on the Effective Date, of each of the following conditions by Florida Title Loans, Inc.:

(a) The representations and warranties made by Florida Title Loans, Inc. to Southeast Title Loan Co., XXI, Inc. in Article 2 of this Agreement and in any document delivered pursuant to this Agreement shall be deemed to have been made again on the Effective Date and shall then be true and correct in all material respects. If Florida Title Loans, Inc. shall have discovered any material error, misstatement, or omission in those representations and warranties on or before the Effective Date, it shall report that discovery immediately to Southeast Title Loan Co., XXI, Inc. and shall either correct the error, misstatement, or omission or obtain a written waiver from Southeast Title Loan Co., XXI, Inc.

(b) Florida Title Loans, Inc. shall have performed and complied with all agreements and conditions required by this Agreement to be performed and complied with by it prior to or on the Effective Date.

(c) Florida Title Loans, Inc. shall have delivered to Southeast Title Loan Co., XXI, Inc. an opinion of Malnik & Salkin, P.A., counsel for Florida Title Loans, Inc., dated the Effective Date, to the effect that:

(1) Florida Title Loans, Inc. is a corporation duly organized, validly existing, and in good standing under the laws of the State of Florida, with full corporate power to carry on the business in which it is engaged, and is legally qualified to do business as

a foreign corporation in good standing in each jurisdiction where failure to qualify would materially and adversely affect the business or properties of Florida Title Loans, Inc.. Florida Title Loans, Inc. has no subsidiaries.

(2) The execution, the delivery, and the performance of this Agreement by Florida Title Loans, Inc. has been duly authorized and approved by requisite corporate action of Florida Title Loans, Inc.

(3) This Agreement and the instruments delivered to Southeast Title Loan Co., XXI, Inc. under this Agreement have been duly and validly executed and delivered by Florida Title Loans, Inc. and constitute the valid and binding obligations of Florida Title Loans, Inc., enforceable in accordance with their terms except as limited by the laws of bankruptcy and insolvency.

(d) Florida Title Loans, Inc. shall have delivered to Southeast Title Loan Co., XXI, Inc. a certificate dated the Effective Date executed in its corporate name by its President or any Vice President, certifying to the satisfaction of the conditions specified in Subparagraphs (a) and (b) of this Paragraph 3.03.

(e) No action or proceeding by any governmental body or agency shall have been threatened, asserted, or instituted to restrain or prohibit the carrying out of the transactions contemplated by this Agreement.

Conditions Precedent to Obligations of Florida Title Loans, Inc.

3.04. Except as may be expressly waived in writing by Florida Title Loans, Inc., all of the obligations of Florida Title Loans, Inc. under this Agreement are subject to the satisfaction, prior to or on the Effective Date, of each of the following conditions by Southeast Title Loan Co., XXI, Inc.:

(a) The representations and warranties made by Southeast Title Loan Co., XXI, Inc. to Florida Title Loans, Inc. in Article 2 of this Agreement and in any documents delivered pursuant to this Agreement shall be deemed to have been made again on the Effective Date and shall then be true and correct. If Southeast Title Loan Co., XXI, Inc. shall have discovered any material error, misstatement, or omission in those representations and warranties on or before the Effective Date, it shall report that discovery immediately to Florida Title Loans, Inc. and shall either correct the error, misstatement, or omission or obtain a written waiver from Florida Title Loans, Inc..

(b) Southeast Title Loan Co., XXI, Inc. shall have performed and complied with all agreements or conditions required by this Agreement to be performed and complied with by it prior to or on the Effective Date.

(c) Southeast Title Loan Co., XXI, Inc. shall have delivered to Florida Title Loans, Inc., documentation by its officers to the effect that:

(1) Southeast Title Loan Co., XXI, Inc. is a corporation duly organized, validly existing, and in good standing under the laws of the State of Florida, with full corporate power to carry on the business in which it is engaged, and is legally qualified to do business as a foreign corporation in good standing in each jurisdiction where failure to qualify would materially and adversely affect the business or properties of Southeast Title Loan Co., XXI, Inc. Southeast Title Loan Co., XXI, Inc. has no subsidiaries.

(2) The execution, the delivery, and the performance of this Agreement by Southeast Title Loan Co., XXI, Inc. has been duly authorized and approved by requisite corporate action of Southeast Title Loan Co., XXI, Inc.

(3) This Agreement and the instruments delivered to Florida Title Loans, Inc. under this Agreement have been duly and validly executed and delivered by Florida Title Loans, Inc., and constitute the valid and binding obligations of Florida Title Loans, Inc., enforceable in accordance with their terms except as limited by the laws of bankruptcy and insolvency.

(d) Southeast Title Loan Co., XXI, Inc. shall have delivered to Florida Title Loans, Inc. a certificate dated the Effective Date executed in its corporate name by its President or any Vice President, certifying to the satisfaction of the conditions specified in Subparagraphs (a) and (b) of this Paragraph 3.04.

(e) No action or proceeding by any governmental body or agency shall have been threatened, asserted, or instituted to restrain or prohibit the carrying out of the transactions contemplated by this Agreement.

ARTICLE 4. MANNER OF CONVERTING SHARES

Manner

4.01. The holders of shares of Southeast Title Loan Co., XXI, Inc. shall surrender their shares to Florida Title Loans, Inc. promptly after the Effective Date, in exchange for an equal number of shares of equal par value for shares of the Surviving Corporation.

Shares of Survivor

4.02. (a) The currently outstanding seventy five thousand (75,000) shares of common stock of Florida Title Loans, Inc., each of one dollar (\$1.00) par value, shall remain outstanding as common stock, each of one dollar (\$1.00) par value, of the Surviving Corporation.

ARTICLE 5. DIRECTORS AND OFFICERS

Directors and Officers of Survivor

5.01. (a) The present Board of Directors of Florida Title Loans, Inc. shall continue to serve as Board of Directors of the Surviving Corporation until the next annual meeting or until their successors have been elected and qualified.

(b) If a vacancy shall exist on the Board of Directors of the Surviving Corporation on the Effective Date of the merger, the vacancy may be filled by the shareholders as provided in the bylaws of the Surviving Corporation.

(c) All persons who as of the Effective Date of the merger shall be executive or administrative officers of Florida Title Loans, Inc. shall remain as officers of the Surviving Corporation until the Board of Directors of the Surviving Corporation shall determine otherwise. The Board of Directors of the Surviving Corporation may elect or appoint additional officers as it deems necessary.

ARTICLE 6. BYLAWS

Bylaws of Survivor

6.01. The bylaws of Florida Title Loans, Inc., as existing on the Effective Date of the merger, shall continue in full force as the bylaws of the Surviving Corporation until altered, amended, or repealed as provided in the bylaws or as provided by law.

ARTICLE 7. NATURE AND SURVIVAL OF WARRANTIES

Nature and Survival of Representations and Warranties

7.01. All Statements contained in any memorandum, certificate, letter, document, or other instrument delivered by or on behalf of Southeast Title Loan Co., XXI, Inc., Florida Title Loans, Inc., or the stockholders pursuant to this Agreement shall be deemed representations and warranties made by the respective parties to each other under this Agreement. The covenants, representations, and warranties of the parties and the stockholders shall survive for a period of three years after the Effective Date. No inspection, examination, or audit made on behalf of the parties or the stockholders shall act as a waiver of any representation or warranty made under this Agreement.

ARTICLE 8. TERMINATION

Circumstances

8.01. This Agreement may be terminated and the merger may be abandoned at any time prior to the filing of the Articles of Merger with the Secretary of State, notwithstanding the approval of the shareholders of the constituent corporation:

At the election of the Board of Directors of the constituent corporation if:

(1) The number of shareholders of the constituent corporation, dissenting from the merger shall be so large as to make the merger, in the opinion of the Board of Directors, inadvisable or undesirable.

(2) Any material litigation or proceeding shall be instituted or threatened against the constituent corporation, or any of its assets, that, in the opinion of the Board of Directors, renders the merger inadvisable or undesirable.

(3) Any legislation shall be enacted that, in the opinion of the Board of Directors, renders the merger inadvisable or undesirable.

(4) Between the date of this Agreement and the Effective Date, there shall have been, in the opinion of the Board of Directors, any materially adverse change in the business or condition, financial or otherwise, of the constituent corporation.

Notice of and Liability on Termination

8.02. If an election is made to terminate this Agreement and abandon the merger:

(a) The President or any Vice President of the constituent corporation shall give immediate written notice of the election to the surviving (acquiring) corporation.

(b) On the giving of notice as provided in Subparagraph (a), this Agreement shall terminate and the proposed merger shall be abandoned, and except for payment of its own costs and expenses incident to this Agreement, there shall be no liability on the part of the constituent corporation as a result of the termination and abandonment.

ARTICLE 9. INTERPRETATION AND ENFORCEMENT

Further Assurances

9.01. Southeast Title Loan Co., XXI, Inc. agrees that from time to time, as and when requested by the Surviving Corporation or by its successors or assigns, it will execute and deliver or cause to execute and delivered all deeds and other instruments. Southeast Title Loan Co., XXI, Inc. further agrees to take or cause to be taken any further or other actions as the Surviving Corporation may deem necessary or desirable to vest in, to perfect in, or to conform of record or otherwise to the Surviving Corporation title to and possession of all the property, rights, privileges, powers, and franchises referred to in Article 1 of this Agreement, and otherwise to carry out the intent and purposes of this Agreement.

Notices

9.02. Any notice or other communication required or permitted under this Agreement shall be properly given when deposited with the United States Postal Service for transmittal by certified or registered mail, postage prepaid, or when deposited with a public telegraph company for transmittal, charges prepaid, or when deposited with Federal Express or United Parcel Service, or similar reputable messenger service, charges prepaid or prearranged, addressed as follows:

(a) In the case of Southeast Title Loan Co., XXI, Inc., to: Roderick Aycox or to such other person or address as Southeast Title Loan Co., XXI, Inc. may from time to time request in writing.

(b) In the case of Florida Title Loans, Inc., to: Roderick Aycox or to such other person or address as Florida Title Loans, Inc. may from time to time request in writing.

Entire Agreement; Counterparts

9.03. This Agreement and the exhibits to this Agreement contain the entire agreement between the parties with respect to the contemplated transaction. This Agreement may be executed in any number of counterparts, all of which taken together shall be deemed one original.

Controlling Law

9.04. The validity, interpretation, and performance of this Agreement shall be governed by, construed, and enforced in accordance with the laws of the State of Florida.

IN WITNESS WHEREOF, this Agreement was executed on November 6, 1997.

SOUTHEAST TITLE LOAN CO., XXI, INC.

By: [Signature]
Roderick A. Aycox, President

SOUTHEAST TITLE LOAN CO., XXI, INC.

By: [Signature]
Roderick A. Aycox, Secretary

ATTEST:

[Signature]

FLORIDA TITLE LOANS, INC.

By: [Signature]
Roderick A. Aycox, President

FLORIDA TITLE LOANS, INC.

By: [Signature]
Roderick A. Aycox, Secretary

ATTEST:

[Signature]

This instrument was prepared by Malnik & Salkin, P.A., whose address is 1776 N. Pine Island Road, Suite 216, Plantation, Florida 33322.