

FROM :

P94000033827

FAX NO. 8

Dec 31 2010 01:04AM PLY6

Florida Department of State
Division of Corporations
Electronic Filing Cover Sheet

Note: Please print this page and use it as a cover sheet. Type the fax audit number (shown below) on the top and bottom of all pages of the document.

(((H10000278361 3)))



H100002783613ABC

Note: DO NOT hit the REFRESH/RELOAD button on your browser from this page. Doing so will generate another cover sheet.

To: Division of Corporations
Fax Number : (850) 617-6380

From: Account Name : FLORIDA FILING & SEARCH SERVICES
Account Number : I20000000189
Phone : (850) 216-0457
Fax Number : (850) 216-0460

FILED
10 DEC 30 PM 3:24
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

Enter the email address for this business entity to be used for future annual report mailings. Enter only one email address please.

Email Address: _____

MERGER OR SHARE EXCHANGE
Community Loans of America, Inc.

Certificate of Status	0
Certified Copy	1
Page Count	05
Estimated Charge	\$78.75

Merger

Effective date 12-31-10

RECEIVED
10 DEC 30 AM 9:42
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

FROM :

FAX NO. :

Dec. 31 2010 01:04AM P2/6

FILED

H 1 0 0 0 0 2 7 8 3 6 1

10 DEC 30 PM 3:24

SECRETARY OF STATE
TALLAHASSEE, FLORIDA
ARTICLES OF MERGER

*E. Fields date
12-31-10*

OF

COMMUNITY LOANS OF AMERICA, INC.
a Florida corporation

INTO

COMMUNITY LOANS OF AMERICA, INC.
a Georgia corporation

Pursuant to the provisions of Section 607.1105, Florida Statutes, and O.C.G.A. Section 14-2-1107, the undersigned entities certify as follows:

FIRST: The names of the entities that are parties to the merger are Community Loans of America, Inc., a Florida corporation, and Community Loans of America, Inc., a Georgia corporation.

SECOND: Community Loans of America, Inc., a Georgia corporation, shall be the surviving entity.

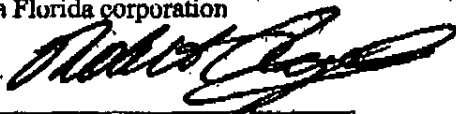
THIRD: The Agreement and Plan of Merger (the "Plan of Merger") was approved by the Board of Directors and Shareholders of both corporations by Unanimous Written Consent on December 21, 2010.

FOURTH: A copy of the Plan of Merger as approved by the Board of Directors and Shareholders of both corporations is attached hereto as Exhibit A.

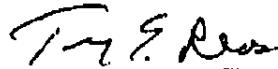
FIFTH: The effective date of the merger shall be the close of business on December 31, 2010.

So filed, this 30th day of December, 2010.

COMMUNITY LOANS OF
AMERICA, INC.,
a Florida corporation



Robert I. Reich, President

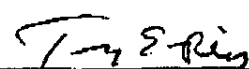


Terry E. Fields, Secretary

COMMUNITY LOANS OF
AMERICA, INC.,
a Georgia corporation



Robert I. Reich, President



Terry E. Fields, Secretary

SOR8630112.1

H 1 0 0 0 0 2 7 8 3 6 1

FROM :

FAX NO. :

Dec. 31 2010 01:05AM P3/6

H 1 0 0 0 0 2 7 8 3 6 1

Exhibit "A"

H 1 0 0 0 0 2 7 8 3 6 1

FROM :

FAX NO. :

Dec. 31 2010 01:05AM P4/6

H 1 0 0 0 0 2 7 8 3 6 1

AGREEMENT AND PLAN OF MERGER

THIS AGREEMENT AND PLAN OF MERGER made and entered into this 28th day of December, 2010 (the "Plan"), by and among Community Loans of America, Inc., a corporation organized and existing under the laws of the State of Florida ("CLA-FL"); Community Loans of America, Inc., a corporation organized and existing under the laws of the State of Georgia ("CLA-GA"); U.S. Title Trust, a trust formed under the laws of the State of Florida ("US Title"); and Florida Title Trust, a trust formed under the laws of the State of Florida ("Florida Title").

WHEREAS, both CLA-FL and CLA-GA are owned 80% by US Title and 20% by Florida Title;

WHEREAS, Florida laws authorize a Florida corporation to merge with a Georgia corporation; and

WHEREAS, Georgia laws authorize a Georgia corporation to merge with a Florida corporation; and

WHEREAS, the parties deem it advisable for CLA-FL and CLA-GA to merge with CLA-GA being the surviving entity.

WITNESSETH:

NOW, THEREFORE, in consideration of the mutual promises, covenants and agreements contained herein, it is hereby agreed as follows:

1. Merger. CLA-FL shall merge into CLA-GA with CLA-GA being the surviving entity. CLA-GA shall continue its existence as a corporation under the laws of the State of Georgia. All assets and liabilities of CLA-FL shall become assets and liabilities of CLA-GA after the merger by operation of law.
2. Effective Date. This merger shall be effective as of the close of business December 31, 2010 (the "Effective Date").
3. Abandonment of Plan. Notwithstanding any other provisions herein, this Agreement and Plan of Merger may be abandoned by mutual consent of the parties hereto at any time prior to the Effective Date.
4. Articles of Incorporation, By-Laws and Corporate Name. The Articles of Incorporation and the By-Laws of CLA-GA shall remain the Articles of Incorporation and the By-Laws of the surviving entity until the same shall be altered, amended or repealed. The name of the surviving entity shall remain "Community Loans of America, Inc."

SGR\8626868.1

H 1 0 0 0 0 2 7 8 3 6 1

H 1 0 0 0 0 2 7 8 3 6 1

5. Directors and Officers. The members of the Board of Directors of CLA-GA shall remain as the members of the Board of Directors of the surviving entity. The officers of the Corporation shall be as follows:

CEO	Robert I. Reich
Secretary	Terry E. Fields
Treasurer	Terry E. Fields

6. Effect of Merger. Upon the Effective Date, the separate existence of CLA-FL shall cease and all of its properties, rights, privileges and franchises of whatever nature and description, including every action which CLA-FL would have been capable of taking, shall be transferred to, vested in and evolved upon CLA-GA without any further act or deed. This merger shall be accomplished by CLA-FL merging into CLA-GA with CLA-GA being the surviving entity. Notwithstanding this provision, confirmatory deeds, assignments and/or other instruments being desirable to evidence such a transfer or vesting of any property, right, privilege or franchise, may at any time, from time to time, be made and delivered in the name of CLA-FL, by the last acting officers thereof or by the corresponding officers of CLA-GA. CLA-GA shall be liable for all the debts and obligations of CLA-FL and any claim existing or any action or proceeding pending by or against CLA-FL may be prosecuted to judgment for a decree as if the above merger had not taken place or CLA-GA may be substituted as a party in place of CLA-FL, and such judgment or decree against CLA-FL, shall constitute a lien upon the property of CLA-GA. The merger shall not impair in any way the rights of any creditors or liens upon the property of any entity that is a party to this merger.

7. Articles of Merger. The actions required to be done by the Florida Business Corporation Code and the Georgia Business Corporation Code in order to make the Agreement effective, including the filing of Articles of Merger shall be attended to by the proper officers of the entities as soon as practical.

8. Ownership of Entities. On the Effective Date, all shareholder interests of CLA-FL shall, without any action of the holders thereof, be cancelled and of no further effect. The Shareholders of CLA-GA shall remain the Shareholders of the surviving entity in the same percentages as exist prior to the merger. No new stock certificates shall be issued. The current stock certificates evidencing ownership of CLA-GA shall evidence ownership of the surviving entity.

9. Approval of Plan. This Agreement and Plan of Merger has been unanimously approved by the Board of Directors of CLA-FL and CLA-GA and by the Trustees of US Title and Florida Title.

FROM :

FAX NO. :

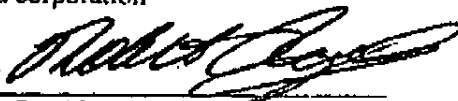
Dec. 31 2010 01:05AM P6/6

H 1 0 0 0 0 2 7 8 3 6 1

IN WITNESS WHEREOF, the parties hereto have executed this Agreement and Plan of Merger as of the date first written above.


"CLA-FL"

Community Loans of America, Inc.,
a Florida corporation

By: 
Title: President


"CLA-GA"

Community Loans of America, Inc.,
a Georgia corporation


By: 
Title: President

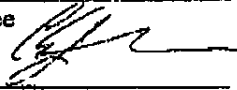
"US Title Trust"

By: 
David Goldstein, Co-Trustee

By: 
Charles E. Johnson, Co-Trustee

"Florida Title Trust"

By: 
David Goldstein, Co-Trustee

By: 
Charles E. Johnson, Co-Trustee