

ARTICLES OF MERGER
OF
CASH LOANS OF POCATELLO, INC.
INTO
IDAHO TITLE LOANS, INC.

97 NOV 26 AM 10:36
SECRETARY OF STATE
STATE OF IDAHO

FILED

Pursuant to the provisions of Section 30-1-71 of the Idaho Business Corporation Act, the undersigned corporation, Idaho Title Loans, Inc., a Idaho corporation, and Cash Loans of Pocatello, Inc., a Idaho corporation, adopt the following Articles of Merger for the purposes of merging Cash Loans of Pocatello, Inc. into Idaho Title Loans, Inc.

PLAN OF MERGER

1. The Plan of Merger setting forth the terms and conditions of the merger of Cash Loans of Pocatello, Inc. into Idaho Title Loans, Inc. is attached to these Articles as an exhibit and incorporated herein by reference. The effective date of this document and Merger shall be December 1, 1997.

ADOPTION OF PLAN

2. There are one thousand (1,000) shares of common stock, each of one dollar (\$1.00) par value, of Cash Loans of Pocatello, Inc., a Idaho corporation issued and outstanding that were entitled to vote on the Plan of Merger. One thousand (1,000) 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 Cash Loans of Pocatello, Inc., held on the 6th day of November, 1997.

IDAHO SECRETARY OF STATE
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3. There are one thousand (1,000) shares of common stock, each of one dollar (\$1.00) par value of Idaho Title Loans, Inc., a Idaho corporation issued and outstanding which are entitled to vote. Of the one thousand (1,000) entitled to vote, one thousand (1,000) 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 Idaho 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.

IDAHO TITLE LOANS, INC.

By: Terry E. Fields
Terry E. Fields, President

IDAHO TITLE LOANS, INC.

By: Roderick A. Aycox
Roderick A. Aycox, CFO

ATTEST:

Joel Bon

CASH LOANS OF POCATELLO, INC.

By: Terry E. Fields
Terry E. Fields, President

CASH LOANS OF POCATELLO, INC.

By: Roderick A. Aycox
Roderick A. Aycox, CFO

ATTEST:

Jason

The undersigned officer of Idaho 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.

Terry E. Fields
Terry E. Fields, President
Idaho Title Loans, Inc.

**STATE OF GEORGIA
COUNTY OF FULTON**

Sworn to and verified before me this 24 day of Nov., 1997.

Robert R. Callen
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
Cash Loans of Pocatello, Inc.
with and into
Idaho Title Loans, Inc.
under the name of
Idaho Title Loans, Inc.

This is a Plan and Agreement of Merger (the "Agreement") between Cash Loans of Pocatello, Inc., a Idaho corporation (the "Merging Corporation"), and Idaho Title Loans, Inc., a Idaho corporation (the "Surviving Corporation").

ARTICLE 1. PLAN OF MERGER

Plan Adopted

1.01. A plan of merger of Cash Loans of Pocatello, Inc. and Idaho Title Loans, Inc., pursuant to Section 30-1-71 of the Idaho Code and Section 368(a)(1)(A) of the Internal Revenue Code, is adopted as follows:

(a) Cash Loans of Pocatello, Inc. shall be merged with and into Idaho Title Loans, Inc., to exist and be governed by the laws of the State of Idaho.

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

(c) When this Agreement shall become effective, the separate corporate existence of Cash Loans of Pocatello, Inc. shall cease, and the Surviving Corporation shall succeed, without other transfer, to all the rights and property of Cash Loans of Pocatello, 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 Cash Loans of Pocatello, Inc., as well as with the assets of Idaho Title Loans, Inc.

(e) The shareholders of Cash Loans of Pocatello, Inc. will surrender all of their shares in the manner hereinafter set forth.

(f) In exchange for the shares of Cash Loans of Pocatello, 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 Idaho Title Loans, Inc. will retain their shares as shares of the Surviving Corporation.

(h) The Articles of Incorporation of Idaho 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 December 1, 1997..

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, Cash Loans of Pocatello, Inc. represents and warrants to the Surviving Corporation as follows:

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

(b) Cash Loans of Pocatello, Inc. has an authorized capitalization of one hundred thousand dollars (\$100,000.00) consisting of one hundred thousand (100,000) shares of common stock, each of one dollar (\$1.00) par value, of which one thousand (1,000) shares are validly issued and outstanding, fully paid, and nonassessable on the date of this Agreement.

(c) Cash Loans of Pocatello, Inc. has furnished the Surviving Corporation with its books and records representing the present financial condition of Cash Loans of Pocatello, 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 Cash Loans of Pocatello, 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. Cash Loans of Pocatello, Inc. has not been delinquent in the payment of any tax or assessment.

Survivor

2.02 As a material inducement to Cash Loans of Pocatello, Inc. to execute this Agreement and perform its obligations under this Agreement, Idaho Title Loans, Inc. represents and warrants to Cash Loans of Pocatello, Inc. as follows:

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

(b) Idaho Title Loans, Inc. has an authorized capitalization of one hundred thousand dollars (\$100,000) consisting of one hundred thousand (100,000) shares of common stock, each of one dollar (\$1.00) par value. As of the date of this Agreement, one thousand (1,000) 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 Idaho 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 Idaho Title Loans, Inc., pending consummation of the merger, Cash Loans of Pocatello, Inc. shall not:

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

- (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 Cash Loans of Pocatello, Inc. for approval in the manner provided by the laws of the State of Idaho. This Agreement shall not be submitted to the shareholders of Idaho Title Loans, Inc. for approval because such approval is not required pursuant to Section 30-1-73 of the Idaho Code.

Conditions Precedent to Obligations of Cash Loans of Pocatello, Inc.

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

(a) The representations and warranties made by Idaho Title Loans, Inc. to Cash Loans of Pocatello, 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 Idaho 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 Cash Loans of Pocatello, Inc. and shall either correct the error, misstatement, or omission or obtain a written waiver from Cash Loans of Pocatello, Inc.

(b) Idaho 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) Idaho Title Loans, Inc. shall have delivered to Cash Loans of Pocatello, Inc. an opinion of Malnik & Salkin, P.A., counsel for Idaho Title Loans, Inc., dated the Effective Date, to the effect that:

(1) Idaho Title Loans, Inc. is a corporation duly organized, validly existing, and in good standing under the laws of the State of Idaho, 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 Idaho Title Loans, Inc.. Idaho Title Loans, Inc. has no subsidiaries.

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

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

(d) Idaho Title Loans, Inc. shall have delivered to Cash Loans of Pocatello, 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.

(f) All corporate and other proceedings and action taken in connection with the transactions contemplated by this Agreement and all certificates, opinions, agreements, instruments, and documents shall be satisfactory in form and substance to counsel for Cash Loans of Pocatello, Inc.

Conditions Precedent to Obligations of Idaho Title Loans, Inc.

3.04. Except as may be expressly waived in writing by Idaho Title Loans, Inc., all of the obligations of Idaho 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 Cash Loans of Pocatello, Inc.:

(a) The representations and warranties made by Cash Loans of Pocatello, Inc. to Idaho 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 Cash Loans of Pocatello, 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 Idaho Title Loans, Inc. and shall either correct the error, misstatement, or omission or obtain a written waiver from Idaho Title Loans, Inc..

(b) Cash Loans of Pocatello, 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) Cash Loans of Pocatello, Inc. shall have delivered to Idaho Title Loans, Inc., documentation by its officers to the effect that:

(1) Cash Loans of Pocatello, Inc. is a corporation duly organized, validly existing, and in good standing under the laws of the State of Idaho, 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 Cash Loans of Pocatello, Inc. Cash Loans of Pocatello, Inc. has no subsidiaries.

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

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

(d) Cash Loans of Pocatello, Inc. shall have delivered to Idaho 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 Cash Loans of Pocatello, Inc. shall surrender their shares to Idaho 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 one thousand (1,000) shares of common stock of Idaho 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 Idaho 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 Idaho 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 Idaho 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 Cash Loans of Pocatello, Inc., Idaho 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. Cash Loans of Pocatello, 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. Cash Loans of Pocatello, 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 Cash Loans of Pocatello, Inc., to: Roderick Aycox or to such other person or address as Cash Loans of Pocatello, Inc. may from time to time request in writing.

(b) In the case of Idaho Title Loans, Inc., to: Roderick Aycox or to such other person or address as Idaho 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 Idaho.

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

CASH LOANS OF POCATELLO, INC.

By: Terry E. Fields
Terry E. Fields, President

CASH LOANS OF POCATELLO, INC.

By: Roderick A. Aycox
Roderick A. Aycox, Secretary

ATTEST:

JAS

IDAHO TITLE LOANS, INC.

By: Terry E. Fields
Terry E. Fields, President

IDAHO TITLE LOANS, INC.

By: Roderick A. Aycox
Roderick A. Aycox, Secretary

ATTEST:

JAS

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