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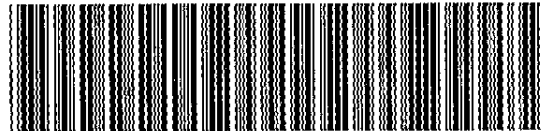
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*Merger*

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TALLAHASSEE, FLORIDA

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*DR*  
*12/27/05*

CORP DIRECT AGENTS, INC. (formerly CCRS)  
515 EAST PARK AVENUE  
TALLAHASSEE, FL 32301  
222-1173

FILING COVER SHEET  
ACCT. #FCA-14

CONTACT: KATIE WONSCH

DATE: 12/23/2005

REF. #: 000163.46013

CORP. NAME: NEIGHBORHOOD LENDING PARTNERS OF WEST FLORIDA, INC.

- |  |   |  |
|--|---|--|
| <input type="checkbox"/> ARTICLES OF INCORPORATION   | <input type="checkbox"/> ARTICLES OF AMENDMENT  | <input type="checkbox"/> ARTICLES OF DISSOLUTION |
| <input type="checkbox"/> ANNUAL REPORT               | <input type="checkbox"/> TRADEMARK/SERVICE MARK | <input type="checkbox"/> FICTITIOUS NAME         |
| <input type="checkbox"/> FOREIGN QUALIFICATION       | <input type="checkbox"/> LIMITED PARTNERSHIP    | <input type="checkbox"/> LIMITED LIABILITY       |
| <input type="checkbox"/> REINSTATEMENT               | <input checked="" type="checkbox"/> MERGER      | <input type="checkbox"/> WITHDRAWAL              |
| <input type="checkbox"/> CERTIFICATE OF CANCELLATION |   |  |
| <input type="checkbox"/> OTHER:                      |   |  |

STATE FEES PREPAID WITH CHECK# \_\_\_\_\_ FOR \$ 113.75

AUTHORIZATION FOR ACCOUNT IF TO BE DEBITED:

\_\_\_\_\_ COST LIMIT: \$ \_\_\_\_\_

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Examiner's Initials

**ARTICLES OF MERGER**  
of  
**NEIGHBORHOOD LENDING PARTNERS HOMEOWNERSHIP FUND, INC.**  
and  
**NEIGHBORHOOD EQUITY PARTNERS, INC.**  
with and into  
**NEIGHBORHOOD LENDING PARTNERS OF WEST FLORIDA, INC.**

FILED  
05 DEC 23 PM 5:02  
SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

Pursuant to the provisions of the Florida Not For Profit Corporation Act, as amended, Florida Statutes, § 617.1105, the undersigned corporations do hereby adopt these Articles of Merger:

**ARTICLE I**

The corporations which are parties to the merger and the States under the laws of which they are respectively organized are: NEIGHBORHOOD LENDING PARTNERS HOMEOWNERSHIP FUND, INC., a Florida not-for-profit corporation ("Homeownership"), NEIGHBORHOOD EQUITY PARTNERS, INC., Florida not-for-profit corporation ("Equity"), and NEIGHBORHOOD LENDING PARTNERS OF WEST FLORIDA, INC., a Florida not-for-profit corporation ("West Florida").

The surviving corporation is NEIGHBORHOOD LENDING PARTNERS OF WEST FLORIDA, INC., and it is to be governed by the Florida Not For Profit Corporation Act, as amended.

**ARTICLE II**

The Plan of Merger is annexed hereto as Exhibit "A" and incorporated herein by reference in its entirety

**ARTICLE III**

The Merger shall become effective upon the filing of these Articles of Merger with the Secretary of State of the State of Florida.

**ARTICLE IV**

NEIGHBORHOOD LENDING PARTNERS, INC. ("Parent Company") has seventy-six (76) members, and is the member of Homeownership, Equity and West Florida. Parent Company approved the Plan of Merger by a majority vote of its 76 members (39 votes FOR; 0 votes AGAINST) on October 6, 2005.

Homeownership has one (1) member and ten (10) pool members. Homeownership has approved the Plan of Merger by written action of Parent Company, as member, on October 6,

2005, and action by a majority of its 10 pool members (6 votes FOR; 0 votes AGAINST) occurring within 60 days of October 6, 2005.

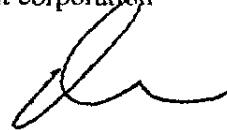
Equity has one (1) member and thirty-five (35) pool members. Equity has approved the Plan of Merger by written action of Parent Company, as member, on October 6, 2005, and action by a majority of its 35 pool members (18 votes FOR; 0 votes AGAINST) occurring within 60 days of October 6, 2005.

West Florida has one (1) member and thirty-five (35) pool members. West Florida has approved the Plan of Merger by written action of Parent Company, as member, on October 6, 2005, and action by a majority of its 35 pool members (18 votes FOR; 0 votes AGAINST) occurring within 60 days of October 6, 2005.

**THE UNDERSIGNED** hereby certifies pursuant to the Act, Florida Statutes, Section 617.1105, that the foregoing Articles of Amendment were adopted by a majority of the respective members and pool members of the undersigned corporations on the dates indicated herein..

NEIGHBORHOOD LENDING PARTNERS  
HOMEOWNERSHIP FUND, INC., a Florida  
not-for-profit corporation

By:



\_\_\_\_\_  
Carlos A. Rivas  
Senior Vice President & Chief Financial  
Officer


NEIGHBORHOOD EQUITY PARTNERS, INC.,  
Florida not-for-profit corporation

By:



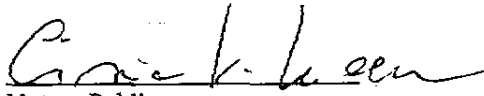
\_\_\_\_\_  
Carlos A. Rivas  
Senior Vice President & Chief Financial  
Officer

NEIGHBORHOOD LENDING PARTNERS OF  
WEST FLORIDA, INC., a Florida not-for-profit  
corporation.

By:   
\_\_\_\_\_  
Carlos A. Rivas  
Senior Vice President & Chief Financial  
Officer

Dated: December 21<sup>st</sup> 2005

Sworn to and subscribed before me  
this 21<sup>st</sup> day of December, 2005.  
He is personally known to me or has  
produced \_\_\_\_\_  
as identification

  
\_\_\_\_\_  
Notary Public  
My Commission Expires:



Cinzia V. Keever  
My Commission DD245999  
Expires September 01, 2007

Exhibit "A"

PLAN OF MERGER

**THIS PLAN OF MERGER** (this "Plan of Merger") dated this 21 day of December, 2005, by and among **NEIGHBORHOOD LENDING PARTNERS HOMEOWNERSHIP FUND, INC.** ("Homeownership Fund"), a Florida not-for-profit corporation, **NEIGHBORHOOD EQUITY PARTNERS, INC.** ("Equity Partners"), a Florida not-for-profit corporation, and **NEIGHBORHOOD LENDING PARTNERS OF WEST FLORIDA, INC.** ("West Florida"), a Florida not-for-profit corporation, such corporations being hereinafter sometimes referred to individually as a "Constituent Corporation" and collectively as the "Constituent Corporations".

**WITNESSETH:**

**WHEREAS**, Homeownership Fund is a not-for-profit corporation duly organized and existing under the laws of the State of Florida, having been incorporated as NLP Home Ownership Fund, Inc. on June 3, 2002, and having no capital stock, and whose sole member is Neighborhood Lending Partners, Inc. ("NLP"); and

**WHEREAS**, Equity Partners is a not-for-profit corporation duly organized and existing under the laws of the State of Florida, having been incorporated on November 29, 2001, and having no capital stock, and whose sole member is NLP; and

**WHEREAS**, West Florida is a not-for-profit corporation duly organized and existing under the laws of the State of Florida, having been incorporated as Tampa Bay Community Reinvestment Corporation on August 6, 1992, and having no capital stock, and whose sole member is Neighborhood Lending Partners, Inc. ("NLP"); and

**WHEREAS**, the respective Boards of Directors of the Constituent Corporations deem it advisable and for the best interests of said corporations that each of Homeownership Fund and Equity Partners be merged with and into West Florida, which corporation shall be the surviving corporation (the "Surviving Corporation") as authorized by the laws of Florida, and have duly approved this Plan of Merger; and

**WHEREAS**, the respective Members and Pool Members of the Constituent Corporations deem it advisable for the general welfare of the Constituent Corporations that each of Homeownership Fund and Equity Partners be merged with and into West Florida pursuant to the terms and conditions of this Plan or Merger; and

**NOW, THEREFORE**, the Constituent Corporations hereby agree that each of Homeownership Fund and Equity Partners shall be merged with and into West Florida, in accordance with the Florida Not For Profit Corporation Act, as amended, Florida Statutes, Chapter 617, and the terms and conditions of the following Plan of Merger:

**ARTICLE I**  
**THE CONSTITUENT CORPORATIONS**

The names of the Constituent Corporations to the merger are Neighborhood Lending Partners Homeownership Fund, Inc., a Florida not-for-profit corporation, Neighborhood Equity Partners, Inc., a Florida not-for-profit corporation, and Neighborhood Lending Partners of West Florida, Inc., a Florida not-for profit corporation.

**ARTICLE II**  
**THE MERGER; THE SURVIVING CORPORATION**

On the Effective Date, as hereinafter defined,

(A) Each of Homeownership Fund and Equity Partners shall be merged with and into West Florida in accordance with the applicable provisions of the Florida Not For Profit Corporation Act, as amended, Florida Statutes, Chapter 617, and the provisions of this Plan of Merger (the "Merger"); and

(B) West Florida shall be the surviving corporation of such Merger. The name of the Surviving Corporation shall be "Neighborhood Lending Partners of West Florida, Inc." and it shall be governed by the Florida Not For Profit Corporation Act, as amended, Florida Statutes, Chapter 617.

**ARTICLE III**  
**THE EFFECT OF THE MERGER**

(A) Upon the Effective Date of the Merger, the separate existences of Homeownership Fund and Equity Partners, except as provided in the Florida Not For Profit Corporation Act, as amended, Florida Statutes, § 617.1106, shall cease while the corporate existence of West Florida, as the Surviving Corporation, shall continue unaffected and unimpaired. West Florida, as the Surviving Corporation, (i) shall have all the rights, privileges, immunities and powers and shall be subject to all of the duties and liabilities of a corporation organized under the Florida Not For Profit Corporation Act, as amended, (ii) shall be subject to all actions previously taken by the Board of Directors of Homeownership Fund, Equity Partners or West Florida, (iii) shall possess all the rights, privileges, immunities and franchises, of a public as well as of the private nature, of the Constituent Corporations, (iv) shall succeed, without other transfer, act or deed, to all real, personal and mixed property and all debts due on whatever account, including subscriptions to shares, on all other choses in action, and all and every other asset, right, power, property and interest of or belong to or due to each of the Constituent Corporations, and the title to any real estate or any interest therein vested in any of the Constituent Corporations shall not revert or be in any way impaired by reason of such merger, and (v) shall succeed, without other transfer, and be responsible and liable for all of the debts, liabilities and obligations of each of the Constituent Corporations, and any claim existing or action or proceeding pending by or against any of the Constituent Corporations may be prosecuted as if the Merger had not taken place, or West Florida, as the Surviving Corporation,

may be substituted in such Constituent Corporation's place, and neither the rights of creditors nor any liens upon the property of any of the Constituent Corporations shall be impaired by the Merger.

(B) None of the assets of Homeownership Fund or Equity Partners will be distributed to any member, director or officer of thereof, but instead shall be distributed to West Florida, as the Surviving Corporation, as an organization described in Section 501(c)(3) or 170(c)(2) of the Internal Revenue Code of 1986, as amended.

(C) No loan, investment or other transaction to which either Homeownership Fund or Equity Partners was, immediately prior to the Effective Date, a party shall be void, voidable or in default merely because such loan, investment or transaction occurs outside of the service area or primary service area of West Florida.

#### **ARTICLE IV** **SUPPLEMENTARY ACTION**

If at any time after the Effective Date any further assignments or assurances in law or any other things are necessary or desirable to vest or to perfect, confirm or record in West Florida, as the Surviving Corporation, the title to any property, interest, assets, rights, privileges, immunities, powers, franchises and/or authority of any of the Constituent Corporations, or otherwise to carry out the provisions of this Plan of Merger, the proper officers and directors of West Florida, as the Surviving Corporation, shall execute and deliver any and all proper deeds, assignments and instruments and do all things necessary or proper in the name of and on behalf of Homeownership Fund or Equity Partners, as the case may be, as the situation may require, to vest or to perfect or confirm title to such property, interest, assets, rights, privileges, immunities, powers, franchises and/or authority in West Florida, as the Surviving Corporation, and otherwise to carry out the purposes and provisions of this Plan of Merger.

#### **ARTICLE V** **CERTIFICATE OF INCORPORATION AND BY-LAWS;** **OFFICERS AND DIRECTORS**

(A) The Articles of Incorporation of West Florida, as amended and in effect on the Effective Date, shall continue in full force and effect as the Articles of Incorporation of the Surviving Corporation, until thereafter further amended or repealed as provided therein and by applicable law.

(B) The By-Laws of West Florida, as amended and in effect on the Effective Date, shall continue in full force and effect as the By-Laws of the Surviving Corporation, until thereafter further amended or repealed as provided therein and by applicable law.

(C) The directors and officers of West Florida immediately prior to the Effective Date shall be the directors and officers of the Surviving Corporation, until their successors shall have



been duly elected and qualified or as otherwise provided by law, the Articles of Incorporation or the By-Laws of the Surviving Corporation.

**ARTICLE VI**  
**TREATMENT OF MEMBERS AND POOL MEMBERS**

Upon the Effective Date of the Merger,

(A) NLP shall continue as sole Member of West Florida. There shall be no distribution of cash or securities with respect to NLP's interest as sole Member of Homeownership Fund or Equity Partners.

(B) Each of the respective Pool Members of Homeownership Fund and Equity Partners, if not already a Pool Member of West Florida, shall on the Effective Date be a Pool Member of West Florida.

**ARTICLE VII**  
**APPROVAL BY MEMBERS**

This Plan of Merger shall be submitted for the approval of the respective Members of the Constituent Corporations in the manner provided by the Florida Not For Profit Corporation Act, as amended. If duly adopted by the requisite vote of such Members, Articles of Merger satisfying the requirements of the Florida Not For Profit Corporation Act, as amended, shall be filed immediately with the Secretary of State of the State of Florida.

**ARTICLE VIII**  
**EFFECTIVE DATE**

The Merger of Homeownership Fund and Equity Partners with and into West Florida, as the Surviving Corporation, shall become effective upon the filing of the Articles of Merger in accordance with the Florida Not For Profit Corporation Act, as amended. The date on which such Merger shall become effective is herein called the "Effective Date".

**ARTICLE IX**  
**TERMINATION**

Anything to the contrary herein or elsewhere notwithstanding, this Plan of Merger may be terminated and abandoned by the Board of Directors of any of the Constituent Corporations at any time prior to the filing of the Articles of Merger.

**ARTICLE X**  
**GOVERNING LAW**

This Plan of Merger shall in all respects be construed, interpreted and enforced in accordance with and governed by the laws of the State of Florida.

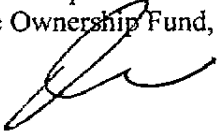
**ARTICLE XI**  
**MISCELLANEOUS**

This Plan of Merger may be executed in any number of counterparts, each of which when executed shall be deemed to be an original, and such counterparts shall together constitute but one and the same instrument.

**IN WITNESS WHEREOF**, each of the Constituent Corporations has caused this Plan of Merger to be executed by its duly authorized officer on the day and year above written.


NEIGHBORHOOD LENDING PARTNERS  
HOMEOWNERSHIP FUND, INC., a Florida  
not-for-profit corporation formerly known as  
NLP Home Ownership Fund, Inc.

By: \_\_\_\_\_

  
Carlos A. Rivas  
Senior Vice President & Chief Financial  
Officer

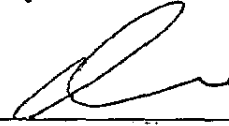
NEIGHBORHOOD EQUITY PARTNERS, INC., a  
Florida not-for-profit corporation

By: \_\_\_\_\_

  
Carlos A. Rivas  
Senior Vice President & Chief Financial  
Officer

NEIGHBORHOOD LENDING PARTNERS OF  
WEST FLORIDA, INC., a Florida not-for-profit  
corporation formerly known as Tampa Bay  
Community Reinvestment Corporation

By:



\_\_\_\_\_  
Carlos A. Rivas  
Senior Vice President & Chief Financial  
Officer