Florida Department of State

Division of Corporations

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MERGER OR SHARE EXCHANGE

Neighborhood Lending Partners of West Florida, Inc.

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ARTICLES OF MERGER

OF

NEIGHBORHOOD LENDING PARTNERS OF NORTH FLORIDA, INC.
(a Florida not-for-profit corporation)

AND

NEIGHBORHOOD LENDING PARTNERS OF SOUTH FLORIDA, INC.
(a Florida not-for-profit corporation)

INTO

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

The following Articles of Merger are submitted in accordance with the Florida Not for Profit Corporation Act (the "Act"), pursuant to Section 617.1105, Florida Statutes.

FIRST: The name and jurisdiction of the surviving corporation is as follows:

Name	Jurisdiction	State Document Number
NEIGHBORHOOD LENDING PARTNERS OF WEST FLORIDA, INC.	Florida	N50264

SECOND: The names and jurisdictions of the merging corporations are as follows:

Name	Jurisdiction	State Document Number
NEIGHBORHOOD LENDING PARTNERS OF NORTH FLORIDA, INC.	Florida	N03000011001
NEIGHBORHOOD LENDING PARTNERS OF SOUTH FLORIDA, INC.	Florida	N02000001227

THIRD: The merger shall become effective upon the filing of these Articles of Merger with the Florida Department of State.

FOURTH: The Plan of Merger is attached hereto as **Exhibit A.**

FIFTH: Adoption of the Plan of Merger by the Surviving Corporation. Upon unanimous recommendation by its board of directors, the Plan of Merger was adopted by the members of the surviving corporation, Neighborhood Lending Partners of West Florida, Inc., on April 27, 2016. The number of votes cast for the merger was sufficient for approval, and the vote of the members for the Plan of Merger was as follows: 5 FOR and 0 AGAINST.

SIXTH: Adoption of the Plan of Merger by the Merging Corporations.

A. Upon unanimous recommendation by its board of directors, the Plan of Merger was adopted by the members of the merging corporation, Neighborhood Lending Partners of North Florida, Inc., on April 27, 2016. The number of votes cast for the merger was sufficient for approval, and the vote of the members for the Plan of Merger was as follows: 4 FOR and 0 AGAINST.

B. Upon recommendation by its board of directors, the Plan of Merger was adopted by the members of the merging corporation, Neighborhood Lending Partners of South Florida, Inc., on April 27, 2016. The number of votes cast for the merger was sufficient for approval, and the vote of the members for the Plan of Merger was as follows: 5 FOR and 0 AGAINST.

SEVENTH: In accordance with, and as approved within, the Plan of Merger, the Articles of Incorporation of the surviving corporation are hereby amended and restated, effective as of the effective time of the merger, as reflected in **Exhibit B** attached hereto.

EIGHTH: Signatures for Each Corporation. The foregoing Articles of Merger were executed by the undersigned parties effective as of April 27, 2016.

SURVIVING CORPORATION:

NEIGHBORHOOD LENDING PARTNERS OF WEST FLORIDA, INC.

By: _____
Debra S. Reyes, President & CEO

MERGING CORPORATIONS:

NEIGHBORHOOD LENDING PARTNERS OF NORTH FLORIDA, INC.

By: _____
Debra S. Reyes, President & CEO

NEIGHBORHOOD LENDING PARTNERS OF SOUTH FLORIDA, INC.

By: _____
Debra S. Reyes, President & CEO

EXHIBIT A

PLAN OF MERGER

(Separately attached.)

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PLAN AND AGREEMENT OF MERGER

OF

NEIGHBORHOOD LENDING PARTNERS OF NORTH FLORIDA, INC.

AND

NEIGHBORHOOD LENDING PARTNERS OF SOUTH FLORIDA, INC.

INTO

NEIGHBORHOOD LENDING PARTNERS OF WEST FLORIDA, INC.

This Plan and Agreement of Merger (this "Plan of Merger"), dated as of the 27th day of April, 2016, is entered into by and among Neighborhood Lending Partners of North Florida, Inc., a Florida not-for-profit corporation ("NLPNF"), Neighborhood Lending Partners of South Florida, Inc., a Florida not-for-profit corporation ("NLPSF") (each of NLPNF and NLPSF a "Merging Corporation" and together the "Merging Corporations") and Neighborhood Lending Partners of West Florida, Inc., a Florida not-for-profit corporation ("NLPWF" or "Surviving Corporation"), with respect to the merger of NLPNF and NLPSF with and into NLPWF. NLPNF, NLPSF and NLPWF are sometimes referred to herein as a "Party" or collectively as the "Parties."

WITNESSETH:

WHEREAS, NLPNF is a not-for-profit corporation duly organized and existing under the laws of the State of Florida, having been incorporated on December 23, 2003, and having no capital stock, and whose members are Neighborhood Lending Partners, Inc., a Florida not-for-profit corporation (the "Holding Company") and the Institutional Members of NLPNF; and

WHEREAS, NLPSF is a not-for-profit corporation duly organized and existing under the laws of the State of Florida, having been incorporated on February 19, 2002, and having no capital stock, and whose members are the Holding Company and the Institutional Members of NLPSF; and

WHEREAS, NLPWF 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 members are the Holding Company and the Institutional Members of NLPWF; and

WHEREAS, the Holding Company 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

WHEREAS, the respective Boards of Directors of the Merging Corporations deem it advisable and in the respective best interests of the Merging Corporations that each of NLPNF and NLPSF be merged into and with NLPWF, which corporation shall be the Surviving Corporation, as authorized by the laws of Florida, and have duly approved this Plan of Merger; and

WHEREAS, the respective members, including the Holding Company, of NLPNF, NLPSF and NLPWF deem it advisable and in their respective best interests to merge NLPNF and NLPSF with and into NLPWF (the "Merger"), pursuant to Sections 617.1101 – 617.1103, Florida Statutes, and have approved the Merger.

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements contained herein, being duly adopted and entered into by NLPWF, NLPNF and NLPSF, this Plan of Merger and the terms and conditions thereof and the mode of carrying the same into effect, together with any provisions required or permitted to be set forth therein, are hereby determined and agreed upon as hereinafter set forth.

ARTICLE I

Merger of NLPNF and NLPSF with and into NLPWF

1.1 Merger. Subject to the provisions of this Plan of Merger, at the Effective Time (as hereinafter defined) of the Merger, NLPNF and NLPSF shall be merged with and into NLPWF, and NLPWF shall be the surviving corporation and shall continue to exist under the name of Neighborhood Lending Partners of Florida, Inc., under the applicable provisions of Florida law. The separate corporate existence of NLPNF and NLPSF shall cease at the Effective Time in accordance with the provisions of Section 617.1106, Florida Statutes. At the Effective Time of the Merger, the title to all property owned by NLPNF and NLPSF shall immediately and automatically, by operation of law, become the property of NLPWF without reversion or impairment, and all debts, liabilities and obligations of NLPNF and NLPSF shall become those of NLPWF and shall not be released or impaired by the Merger. NLPWF shall succeed in all respects to all of the rights and obligations of NLPNF and NLPSF. All rights of creditors and other obligees, and all liens on property, of NLPNF and NLPSF shall be preserved unimpaired. None of the assets of NLPNF or NLPSF will be distributed to any member, director or officer thereof, but instead shall be distributed to NLPWF, as the Surviving Corporation, as an organization described in Code Section 501(c)(3) or 170(c)(2). No loan, investment or other transaction to which either NLPNF or NLPSF was, immediately prior to the Effective Time, a party, if any, 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 NLPWF.

1.2 Articles of Incorporation and Bylaws. The Articles of Incorporation and Bylaws of NLPWF in effect immediately prior to the Effective Time shall be amended and restated in their entirety at the Effective Time to be substantially in the forms attached as Exhibit A and Exhibit B hereto, and shall thereafter be the Articles of Incorporation and Bylaws of Surviving Corporation, and such Articles of Incorporation and Bylaws shall continue in full force and effect until further altered, amended or repealed in compliance with applicable law.

1.3 Name of Surviving Corporation. At the Effective Time of the Merger and pursuant to this Plan of Merger, the corporate name of Surviving Corporation shall be "Neighborhood Lending Partners of Florida, Inc."

1.4 Continuation of Business. From and after the Effective Time of the Merger, the business of NLPNF and NLPSF shall be conducted by Surviving Corporation. The principal

office of NLPWF immediately prior to the Effective Time shall be the principal office of Surviving Corporation from and after that time.

1.5 Taking of Necessary Action. Prior to the Effective Time of the Merger, NLPNF, NLPSF and NLPWF, respectively, shall take all such actions as may be necessary, appropriate or desirable to effect the Merger, including but not limited to obtaining all approvals required by the laws of the State of Florida and of the United States of America and filing or causing to be filed and/or recorded any document or documents prescribed by the laws of the States of Florida and of the United States of America. If at any time or times after the Effective Time of the Merger any further action is necessary or desirable to carry out the purposes of this Plan of Merger and to vest Surviving Corporation with full title to all properties, assets, rights and approvals of NLPNF and NLPSF, the officers and directors of Surviving Corporation shall take all such necessary action.

1.6 Directors, Officers and Members.

(a) Directors. All persons who, as of the date of the Plan of Merger, the then current directors of NLPWF shall serve as directors of Surviving Corporation. Attached as Exhibit C is a list of the persons who will serve as directors of Surviving Corporation until their successors have been duly elected or appointed and qualified, or until their tenure otherwise terminates in accordance with the Bylaws of Surviving Corporation.

(b) Officers. All persons who, as of the date of this Plan of Merger, are officers of NLPWF shall remain as officers of Surviving Corporation until their successors have been duly elected or appointed and qualified or their tenure is otherwise terminated in accordance with the Bylaws of Surviving Corporation. The officers of Surviving Corporation are listed on Exhibit D.

(c) Members. Neighborhood Lending Partners, Inc., a Florida not-for-profit corporation, which is the "Holding Company" member (as defined in each Party's Bylaws) of each of the Parties as of the date of this Plan of Merger, shall remain as the "Holding Company" member of the Surviving Corporation, in accordance with the Bylaws of the Surviving Corporation. The "Institutional Members" (as defined in each Party's Bylaws) of each of the Parties as of the date of this Plan of Merger, shall be the "Institutional Members" of the Surviving Corporation. Attached as Exhibit E is a list of the Institutional Members of the Surviving Corporation, and the terms and conditions of their membership are set forth in the Bylaws of the Surviving Corporation.

1.7 Authorization. The officers of NLPNF, NLPSF and NLPWF, respectively, have been authorized to execute Articles of Merger on behalf of their respective corporations, in conformity with the provisions of Florida law; and the officers of NLPNF, NLPSF and NLPWF are hereby authorized, empowered and directed to do any and all acts and things and to make, execute, deliver, file and/or record any and all instruments, papers and documents which shall be or become necessary, proper or convenient to carry out or put into effect any of the provisions of this Plan of Merger or the Merger herein provided for.

1.8 Closing. Subject to the provisions of Article IV and Article V below, the closing contemplated by this Plan of Merger ("Closing") will be held at 2:00 p.m. on April 27, 2016 (the "Closing Date"), at the offices of Gunster, Yoakley & Stewart, P.A., 401 East Jackson Street, Suite 2500, Tampa, Florida 33602, unless another place or time is agreed to by the Parties. In no event shall the Closing Date be later than May 31, 2016.

1.9 Closing Deliverables. On the Closing Date:

(a) Each of the Parties shall have received all consents and approvals necessary to consummate the Merger on the Closing Date and shall have delivered evidence of the same to the other Parties.

(b) The certificates referenced in Sections 4.1, 4.5 and 4.6 shall have been delivered by each Party to the other Parties.

(c) Articles of Merger evidencing the Merger shall be executed and delivered by each Party, substantially in the form attached hereto as Exhibit F, which form is acceptable for filing with the Florida Department of State.

(d) All other documents necessary to consummate the Merger shall have been delivered and be in full force and effect.

ARTICLE II

Representations and Warranties of the Parties

Each of NLPNF, NLPSF and NLPWF, individually and for itself only, hereby represents and warrants to each other Party hereto, which representations and warranties shall be true and correct on the date hereof, and on the Closing Date, as if then restated, as follows:

2.1 Organization, Qualification and Authority. Such Party is a not-for-profit corporation duly organized, validly existing and with an active status under the laws of the State of Florida. It is a tax-exempt organization within the meaning of Section 501(c)(3) of the Internal Revenue Code (the "Code"), and its exempt status has not been challenged by the Internal Revenue Service. The nature of its business does not require it to be licensed or qualified to do business as a foreign corporation in any other jurisdiction. Such Party has full right, power and authority (i) to own, lease and operate its assets as presently owned, leased and operated and to carry on its business as it is now being conducted, (ii) to enter into and perform its obligations under this Plan of Merger without the consent, approval or authorization of, or obligation to notify, any person, entity or governmental agency, and (iii) to execute, deliver and carry out the terms of this Plan of Merger and all documents and agreements necessary to give effect to the provisions of this Plan of Merger and to consummate the transactions contemplated hereby. Such Party's execution, delivery and consummation of this Plan of Merger and all other agreements and documents executed in connection herewith have been duly authorized by all necessary action on the part of such Party, and prior to the Closing all other agreements and documents contemplated hereby will be duly authorized by all necessary action by such Party. Except as provided in the prior sentence, no other action on the part of such Party or any other person or entity is necessary to authorize the execution, delivery and consummation of this Plan

of Merger and all other agreements and documents executed in connection herewith. This Plan of Merger and all other agreements and documents executed in connection herewith by such Party, upon due execution and delivery thereof, shall constitute valid and binding obligations of such Party, enforceable against such Party in accordance with their respective terms.

2.2 Absence of Default. To the best of such Party's Knowledge, the execution, delivery and consummation of this Plan of Merger and all other agreements and documents executed in connection herewith by such Party will not constitute a violation of, or be in conflict with, and will not, with or without the giving of notice or the passage of time, or both, result in a breach of, constitute a default under or create (or cause the acceleration of the maturity of) any debt, indenture, obligation or liability for which such Party or its assets is bound, or result in the creation or imposition of any security interest, lien, charge or other encumbrance upon any of such assets under: (a) any term or provision of the Articles of Incorporation or Bylaws of such Party; (b) any material contract, lease, purchase order, agreement, indenture, mortgage, pledge, assignment, permit, license, approval or other commitment to which such Party is a party or by which such Party is bound; (c) any judgment, decree, order, regulation or rule of any court or regulatory authority; or (d) any law, statute, rule, regulation, order, writ, injunction, judgment or decree of any court or governmental authority or arbitration tribunal to which such Party is subject.

2.3 Brokers. Such Party has not used or retained any broker of finder in connection with the transactions contemplated hereby nor is any broker, finder or investment banker entitled to any brokerage, finder's or other fee or commission in connection with the transactions contemplated by this Plan of Merger based upon any agreements or other arrangements made by or on behalf of such Party.

2.4 Due Diligence Investigation. Such Party has had an opportunity to discuss the business, management, operations and finances of each other Party with their respective officers, directors, members, employees, agents, representatives and affiliates. Such Party has conducted its own independent investigation of each other Party and has been furnished by each other Party, or their respective agents or representatives, with all information, documents and other material relating to each other Party, and their business, management, operations and finances, that such Party has requested. In making its decision to execute and deliver this Plan of Merger and to consummate the transactions contemplated hereby, such Party has relied upon the representations and warranties of each other Party set forth in this Article II.

2.5 Financial Statements. Each Party has participated in the preparation of, received and reviewed true and complete copies of, and approved, the combined audited financial statements of the Parties [and the Holding Company] for the most recent completed fiscal year, including the notes contained therein or annexed thereto (collectively, the "Audited Financials"), which Audited Financials have been reported on, and are accompanied by the signed, unqualified opinion of, the Parties' independent auditors for such fiscal year. Each Party has separately provided each other Party an unaudited balance sheet as of March 31, 2016, and the related unaudited statement of activities (collectively, the "Recent Financials") for the three months then ended and for the corresponding period of the prior year (including the notes and schedules contained therein or annexed thereto). The Audited Financials, the Recent Financials and all financial statements provided pursuant to this Section 2.5 are referred to herein collectively as

the "Financial Statements." The Financial Statements (including all notes and schedules contained therein or annexed thereto) are true, complete and accurate, have been prepared in accordance with generally accepted accounting principles (except, in the case of unaudited statements, for the absence of footnote disclosure) applied on a consistent basis, have been prepared in accordance with the books and records of such Party, and fairly present, in accordance with GAAP, the assets, liabilities and financial position, and the results of activities of such Party as of the dates and for the years and periods indicated.

2.6 No Undisclosed Liabilities. Such Party does not have any material liabilities or material obligations of a nature required by GAAP to be reflected on a balance sheet or disclosed in the footnotes to a balance sheet except for (a) liabilities and obligations fully reflected in, fully reserved against or fully disclosed in the Financial Statements, (b) liabilities and obligations which have arisen after the date of the Recent Financials in the Ordinary Course of Business, and (c) liabilities and obligations incurred in connection with this Plan of Merger and the transactions contemplated hereby.

2.7 Certain Events. Except as set forth in the Financial Statements described in Section 2.5, since the date thereof, such Party has not:

(a) liquidated, sold, leased, transferred, assigned or disposed of or agreed to sell, lease, transfer, assign or dispose of any material assets, tangible or intangible, other than in the Ordinary Course of Business;

(b) entered into any agreement, contract, lease, or license (or series of directly related agreements, contracts, leases or licenses with the same third parties), nor materially modified the terms of any such existing contract or agreement, other than customer contracts or other agreements entered into or modified in the Ordinary Course of Business;

(c) made or committed to make any capital expenditures;

(d) created or imposed any Lien upon any of its assets or properties, tangible or intangible, other than Permitted Liens;

(e) made any equity or debt investment in, or any loan to, any other Person or Persons;

(f) created, incurred, issued any debt securities, endorsed, assumed, guaranteed or entered into any arrangement providing for indebtedness for borrowed money or capitalized lease obligations;

(g) granted any license or sublicense of any material rights under or allowed to lapse, sold. transferred or otherwise disposed of, or otherwise experienced any adverse effect with respect to, any material Proprietary Rights;

(h) except as provided in this Plan of Merger, made or authorized any change in the charter, bylaws or any other organizational or governing documents of such Party;

(i) issued or authorized any memberships. membership interests, capital stock or otherwise admitted any equity members;

(j) suffered or incurred any material damage to, or destruction or loss of, any of such Party's material assets or material properties;

(k) acquired (by merger, consolidation or other combination, or acquisition of stock or assets) any corporation, partnership or other business organization, or any division thereof;

(l) made any change in any respect in such Party's accounting principles, policies, methods or procedures, other than as required by GAAP;

(m) had a Material Adverse Effect;

(n) (i) entered into any employment, deferred compensation, severance or similar agreement or arrangement, except (A) any employment agreement or arrangement (1) providing for compensation of less than Two Hundred Fifty Thousand and No/100 U.S. Dollars ($250,000.00) per annum, (2) terminable upon not more than six months' notice without cost of more than Two Hundred Fifty Thousand and No/100 U.S. Dollars ($250,000.00) to such Party, and (3) entered into in the Ordinary Course of Business, or (B) any at-will employment agreement arrangement or relationship; (ii) increased the compensation payable, or to become payable, by such Party to any employee, or any director or officer of such Party; (iii) paid or made provision for the payment of any bonus, profit sharing, deferred compensation, pension or retirement pay to any employee of such Party, or any director or officer of such Party; or (iv) provided for, for the first time, or increased the coverage or benefits available under, any severance pay, termination pay, vacation pay, company awards, salary continuation or disability, sick leave, deferred compensation, bonus or other incentive compensation, insurance, pension or other employee benefit plan, payment or arrangement made to, for or with any employee or former employee of such Party or any director or officer of such Party, other than, in the case of clauses (ii), (iii) and (iv), normal increases or payments in the Ordinary Course of Business that are not material, individually or in the aggregate, and that do not result in any material increase in the cost of any of such plans; or

(o) entered into any agreement, other than this Plan of Merger, to take any action specified by this Section 2.7.

2.8 Legal Compliance. Such Party has materially complied and is currently in material compliance with all applicable Laws, and no action, suit, grievance, proceeding, hearing, charge, complaint, claim, demand, or notice has been filed, commenced or, to the Party's Knowledge, threatened against any of them alleging any failure so to comply.

2.9 Tax Matters.

(a) Tax-Exempt Status. Such Party (i) is now, and at all times since the date of its initial organization has been, organized and operated exclusively for tax-exempt purposes within the meaning of Code Section 501(c)(3); (ii) obtained IRS recognition of

such tax-exempt status in the form of an IRS determination letter confirming such status, for the period beginning as of the date of its initial organization; and (iii) is not now, and, to the Knowledge of such Party, has never been a private foundation within the meaning of Code Section 509(a). Such Party's character, organizational purposes, activities and methods of operation continue to be substantially as described in the organization's application for recognition of tax-exempt status under Code Section 501(c)(3).

(b) Provision for Taxes. The provision made by such Party for Taxes in the Recent Financial Statements is sufficient for the payment of all Taxes at the date of the Recent Financial Statements, and for all periods prior thereto. Since the date of the Recent Financial Statements, such Party has not incurred any Taxes other than Taxes incurred in the Ordinary Course of Business consistent in type and amount with the past practices of such Party.

(c) Tax Returns Filed. All Tax Returns required to be filed by or with respect to such Party for Pre-Closing Periods prior to the Closing Date have been or will have been accurately prepared in all material respects, and have been or will have been duly and timely filed. Such Tax Returns are or will be complete, correct and accurate in all material respects, and all Taxes (including Taxes withheld from employees' salaries and all other withholding Taxes and obligations and all deposits required to be made by or with respect to the Party with respect to such withholding Taxes or otherwise), interest, penalties, assessments and/or deficiencies due prior to the Closing Date with respect to any Pre-Closing Period of the Party have been or will have been timely paid, or to the extent not due and payable as of the Closing Date, adequate provision for the payment thereof has been or will be made on the financial statements or the books of account of such Party in conformance with GAAP consistently applied, and such Party has no liability for Taxes in excess of the amount so paid or reserves so established.

(d) Tax Audits. No claim has ever been made by an authority in a jurisdiction in which such Party does not file Tax Returns that it is or may be subject to taxation by that jurisdiction or authority. With respect to each Pre-Closing Period of the Party, such taxable period either (i) has been audited by the Internal Revenue Service or other taxing authority, and such audit has been completed without the issuance of any notice of deficiency or similar notice of additional liability, (ii) has not been audited or investigated by the Internal Revenue Service or other taxing authority, no audit is pending with respect to such period and no issue has been raised by the Internal Revenue Service or other taxing authority with respect to such period that if determined adversely should result in the assertion of any deficiency for Taxes, or (iii) the time for assessing or collecting income tax with respect to each such taxable period has closed and such taxable period is not subject to review by the Internal Revenue Service or such other taxing authority. Such Party has not granted or been requested to grant waivers of any statutes of limitations applicable to any claim for Taxes.

(e) Unrelated Trade or Business Activities. Such Party is not engaged, nor has ever been engaged, in any activity constituting an unrelated trade or business as defined in Code Section 513.

(f) Excise Taxes. Such Party has never been, nor is now, liable for or subject to any Taxes under Code Sections 4911, 4912, 4955 and/or 4958, or any similar or comparable provisions under the Laws of any governmental Authority.

(g) State Registrations. Such Party is duly registered with appropriate state charity agencies to the extent required under applicable Law and regulation.

(h) Other. Such Party has not (i) filed any consent or agreement under Section 341(f) of the Code, (ii) applied for any Tax Ruling, or (iii) entered into a closing agreement with any taxing authority.

(i) Tax Liens. There are no Liens for Taxes on any assets of such Party.

2.10 Real Property. Such Party does not own, and has never owned, any real property. If such Party leases any real property, then such Party has delivered to the other Parties correct and complete copies of all leases and subleases concerning such leased real property and all amendments thereto. Such Party has the right to use its leased real property, if any, as such leased real property is currently being used by such Party. There are no material eminent domain, condemnation or other similar proceedings pending or, to such Party's Knowledge, threatened against such Party or otherwise affecting any portion of any leased real property and such Party has not received any notice of the same. Such Party's use of the leased real property is in material compliance with all material applicable building, zoning, subdivision, health and safety and other land use and similar applicable Laws affecting the leased real property, and such Party has not received any notice of any material violation or claimed material violation of any such material Laws with respect to the leased real property within the past three years.

2.11 Contracts. Except as has been disclosed to the other Parties in writing in connection with the due diligence investigation of such Party described in Section 2.4, with respect to each written and oral agreement, contract, instrument or other binding commitment or arrangement providing for payments or other consideration in excess of Five Hundred Thousand and No/100 U.S. Dollars ($500,000) to which such party is a party: (a) the agreement is legal, valid, binding. enforceable against such Party, and, to such Party's Knowledge, the other parties thereto, and is in full force and effect in all material respects; (b) such party is not in material breach or default thereunder, and, to such Party's Knowledge, no other party to any such agreement is in material breach or default thereunder and no event has occurred which with notice or lapse of time would reasonably be expected to constitute a material breach or default, or permit termination, modification, or acceleration, under the agreement; (c) such Party has not repudiated any material provision of the agreement, and has not received notice of any repudiation of any material provision of the agreement by any other party to such agreement; (d) such Party has performed, in all material respects, all requirements to be performed by it under each of such agreements; (e) such Party has not received any written notice that it has violated, defaulted or breached under any of such agreements and has not provided any other party with notice of any alleged violation, default, or breach by such other party under any such agreement; and (e) such Party has not received any notice that any other party intends to terminate any such agreement. Except as has been disclosed to the other Parties in writing in connection with the due diligence investigation of such Party described in Section 2.4, such Party is not required to obtain any authorization, waiver, license, consent, or approval of, or make any declaration, filing

or registration with, any other party to any such agreement in connection with the execution, delivery and performance of this Plan of Merger and the consummation of the transactions contemplated hereby, except where the failure to obtain such authorization, waiver. license, consent or approval or to make such declaration, filing or registration would not have a Material Adverse Effect, or where the agreement in question does not involve an outstanding dollar value in excess of Five Hundred Thousand and No/100 U.S. Dollars ($500,000).

2.12 Insurance. Except as has been disclosed to the other Parties in writing in connection with the due diligence investigation of such Party described in Section 2.4, with respect to each material insurance policy: (a) the policy is legal, valid, binding. enforceable, and in full force and effect in all material respects; (b) such Party is not in material breach or default thereunder, and, to such Party's Knowledge, no other party to any such agreement is in material breach or default thereunder, and no event has occurred that with notice or the lapse of time would reasonably be expected to result in a material breach or default, or permit termination, modification or acceleration, under the policy; (c) such Party has not repudiated any material provision thereof; and (d) all premiums due and payable thereon have been paid and such Party has not received any written notice of cancellation, amendment or dispute as to coverage with respect thereto.

2.13 Litigation. Neither such Party nor any of its assets or property, or its officers, directors, employees, members and agents in their capacity as such, (a) is subject to any outstanding injunction, judgment, order, decree, ruling, settlement, claim or charge or (b) is a party or, to such Party's Knowledge, is threatened to be made a party to any action, suit, proceeding, or hearing, or investigation of, in, or before any Authority or before any arbitrator, which if adversely determined (in the case of both clauses (a) and (b) above), individually or in the aggregate, would have a Material Adverse Effect. There are no actions, suits, proceedings, hearings or, to such Party's Knowledge, investigations against such Party pending, or to such Party's Knowledge, threatened, which seek to question, delay, or prevent the consummation by such Party of, or would reasonably be expected to impair the ability of the Party to consummate, the transactions contemplated hereunder.

2.14 No Survival of Representations and Warranties. The representations and warranties such Party set forth in this Article II shall not survive the Closing.

ARTICLE III

Covenants of Parties Pending the Effective Time

3.1 Preservation of Business and Assets. From the date hereof until the Effective Time, each Party shall use its reasonable commercial efforts and shall do or cause to be done all such acts and things as may be necessary to preserve, protect and maintain intact its assets and operations as a going concern consistent with prior practices and not other than in the ordinary course of business. Each Party shall use its best efforts to obtain all approvals, consents and documents called for by this Plan of Merger. From the date hereof until the Effective Time, each Party shall use its reasonable commercial efforts to facilitate the consummation of the transactions contemplated by this Plan of Merger. Other than in the Ordinary Course of Business

or as otherwise contemplated by this Plan of Merger, or permitted by applicable Law, no Party shall sell, discard, dispose of or move any of its assets prior to the Effective Time without the prior written consent of all of the other Parties.

3.2 Absence of Material Change. From the date hereof through the Effective Time, except as otherwise expressly provided herein, no Party shall make or authorize any material change in its business and operations, or enter jointly or separately enter into any other significant contract or commitment or any other transaction with respect thereto without the prior written consent of the other Parties, which shall not be unreasonably withheld.

3.3 Access to Books and Records. From the date hereof through the Effective Time, each Party shall give the other Parties and their counsel, accountants and other representatives reasonable access during normal business hours and upon reasonable notice to the offices, properties, books, contracts, commitments, records and affairs of such Party and shall furnish a copy of all documents and information concerning its properties and affairs as the other Parties may reasonably request and at all times as permitted by applicable Law.

3.4 Good Faith Performance. The Parties shall act in good faith and take appropriate steps using reasonable commercial efforts to satisfy their respective obligations and conditions to Closing.

3.5 Preserve Accuracy of Representations and Warranties. The Parties shall refrain from taking any action which would render any of their respective representations and warranties contained in Article II hereof inaccurate as of the Closing. The Parties will promptly notify each other of any lawsuits, claims, administrative actions, investigations, or other proceedings asserted or commenced against them, their directors, officers, members (but, in the case of such members, officers and directors, only to the extent any such lawsuits. claims. administrative actions, investigations, or other proceedings asserted or commenced against such members, directors and officers (a) relate to the business of the applicable Party, (b) could reasonably be determined to impugn the public reputation of such Party, or (c) could result in a Material Adverse Effect on such Party) or Affiliates, or the consummation of the transactions contemplated by this Plan of Merger. The Parties shall promptly notify each other of any facts or circumstances which any Party gains Knowledge of, and which cause, or through the passage of time may cause, any of the representations and warranties to be untrue or misleading at any time from the date hereof to the Closing Date.

3.6 Maintain Books and Accounting Practices. From the date hereof until the Closing Date, each of the Parties shall maintain, and shall close, its books of account in the usual, regular and ordinary manner, on a basis consistent with prior years, and shall make no change in its accounting methods or practices.

3.7 Confidentiality.

(a) Confidential Information. Any and all nonpublic information, documents, and instruments delivered between Parties and any and all nonpublic information, documents, and instruments delivered between Parties, including, without limitation, this Plan of Merger (prior to the Effective Time) and all agreements referenced herein or

executed and delivered by the Parties at Closing which the Parties are not required to publicly file to give effect to the Merger are of a confidential and proprietary nature. The Parties agree that prior to Closing, each will maintain the confidentiality of all such confidential information, documents or instruments delivered to each by the other Parties in connection with the negotiation of, or in compliance with, this Plan of Merger, and only disclose such information, documents, and instruments to their duly authorized officers, directors, representatives and agents, or as otherwise required by applicable Law. The Parties further agree that if the transactions contemplated hereby are not consummated and this Plan of Merger is terminated, each will return all such documents and instruments and all copies thereof in their possession the providing Party. This Section 3.7(a) shall survive as to all Parties in the event this Plan of Merger is terminated prior to Closing.

(b) Irreparable Harm. The Parties recognize that any breach of this Section 3.7 would result in irreparable harm to the other Parties; therefore, the Parties shall be entitled to an injunction to prohibit any such breach or anticipated breach, without the necessity of proving actual damages or posting a bond, cash or otherwise, in addition to all of other legal and equitable remedies.

3.8 Publicity. The Parties agree that no public release or announcement concerning the transactions contemplated hereby shall be issued by any Party without the prior written consent of the other Parties, except (a) on or after the Closing Date, the Parties shall be permitted, after consulting with the other Parties, to issue a mutually agreeable public release announcing the Merger, or (b) as required by applicable Law.

3.9 No Merger or Consolidation. From the date hereof until the Effective Date, no Party shall merge or consolidate with any other entity or solicit any inquiries, proposals or offers relating to disposition of its assets; and each Party shall promptly notify the other Parties orally of, and confirm in writing, all relevant details relating to inquiries, proposals or offers which it may receive relating to any of the matters referred to in this Section 3.9.

ARTICLE IV

Conditions To Parties' Obligations

The obligation of each of the Parties to effect the transactions contemplated hereby shall be subject to the fulfillment, or express written waiver by such Party, as of the Closing Date of each of the following conditions:

4.1 Representations; Warranties; Covenants. Each of the other Parties' representations and warranties contained in this Plan of Merger shall be true in all material respects when made, and on and as of the Closing Date; each other Party shall have complied with, carried out and performed all covenants and agreements required to be complied with, carried out and performed by them under this Plan of Merger; and each Party shall have delivered to the other Parties a Certificate executed by an executive officer of such Party confirming the foregoing.

4.2 No Material Adverse Change. Except as otherwise expressly provided herein, there shall have been no material adverse change in the results of operation, financial condition or business of any other Party, and no other Party shall have suffered any material change, loss or damage to its facilities or assets, whether or not covered by insurance.

4.3 Corporate Approvals. All required corporate approvals of each of the Parties to this Plan of Merger and the transactions provided for herein shall have been secured.

4.4 Absence of Actions or Proceedings. No suit, proceeding or other action before any court or any other governmental agency or body shall have been instituted or threatened to restrain or prohibit the transactions provided for herein, and no Authority shall have taken any other action or made any request of any Party as a result of which any other Party reasonably and in good faith deems it to be inadvisable to proceed with the transactions provided for herein. Each Party shall have the opportunity to review any deficiency of any other Party identified by any governmental or similar regulatory agency or body and shall be satisfied with such other Party's plan to address any such deficiency and the progress made by such Party toward the implementation of such plan.

4.5 Certificate of Secretaries. The Parties shall have exchanged certificates from their respective corporate secretaries certifying copies of resolutions adopted by the respective boards of directors and members of the Parties authorizing the consummation of the transactions contemplated by this Plan of Merger and related documents, and certifying as to the incumbency and genuineness of the signature of each officer thereof executing this Plan of Merger and any other documents delivered in connection herewith.

4.6 Certificates of Status. The Parties shall have exchanged copies of Certificates of Status evidencing their good standing as Florida not-for-profit corporations, all certified or issued by the Florida Secretary of State within thirty (30) days preceding the Closing Date.

ARTICLE V

Effective Time of the Merger

Provided that the Closing occurs pursuant to the terms of this Plan of Merger, (i) the Parties shall execute at the Closing and thereafter promptly file appropriate Articles of Merger, in substantially the form attached hereto as Exhibit F, the Amended and Restated Articles of Incorporation of the Surviving Corporation, and such other or further documents as may be necessary or desirable in connection therewith, with the Florida Department of State, Division of Corporations, in accordance with Section 617.1105, Florida Statutes, and (ii) the Merger shall be effective upon the later of filing of the Articles of Merger with the Florida Department of State or 12:01 a.m. on the Closing Date (the "Effective Time").

ARTICLE VI

Termination And Abandonment

6.1 Termination. This Plan of Merger may be terminated and the transactions contemplated herein may be abandoned at any time prior to Closing as follows, subject however, to the provisions of this Plan of Merger:

(a) by mutual consent of the Parties; or

(b) by any Party (i) if any representation or warranty by another Party is untrue in any material respect, (ii) if there has been a material breach of any warranty, covenant or obligation set forth in this Plan of Merger on the part of another Party, which misrepresentation or material breach shall not have been cured prior to the Closing Date; or (iii) any condition precedent of another Party has not been satisfied or complied with prior to or on the Closing Date.

6.2 Procedure for Termination. The Party terminating this Plan of Merger pursuant to Section 6.1 shall give written notice thereof to the other Parties, whereupon Plan of Merger shall terminate and the transactions contemplated herein shall be abandoned without further action by any Party; provided, however, that if such termination is pursuant to Section 6.1(b)(ii) hereof, nothing herein shall affect the non-breaching Parties' right to recover costs and expenses on account of such other Party's breach.

6.3 Costs and Expenses.

(a) In the event of termination of this Plan of Merger pursuant to Section 6.1(a), this Plan of Merger shall be null and void and no Party shall be liable to any other Party.

(b) In the event of termination of this Plan of Merger pursuant to Section 6.1(b)(ii), this Plan of Merger shall be null and void and the breaching Party shall be liable to the other Parties for any costs and expenses incurred by such other Parties as a result of such breaching Party's violation to the extent set forth in this Article VI.

6.4 Sole Remedies. The right to terminate the Plan of Merger pursuant to Section 6.1 and the right to recover costs and expenses as stated in Sections 6.2 and 6.3 shall be the sole remedies provided to any Party under this Plan of Merger.

ARTICLE VII

Miscellaneous

7.1 Applicable Law. This Plan of Merger shall be governed by and construed in accordance with the internal laws of the State of Florida, without regard to conflict of laws principles.

7.2 Counterparts. This Plan of Merger may be executed in any number of counterparts, each of which when so executed shall be deemed an original, but all of which counterparts together shall constitute the same instrument. Delivery of a facsimile of a manually executed counterpart hereof via facsimile transmission or by electronic mail transmission, including but not limited to an Adobe file format document (also known as a PDF file), shall be as effective as delivery of a manually executed counterpart hereof.

7.3 Consent to Service of Process. Surviving Corporation does hereby agree that it may be served with process in the State of Florida in any proceeding for enforcement of any obligation of Surviving Corporation arising from the Merger herein provided for.

7.4 Assignment. This Plan of Merger and the right, title and interest hereunder may not be assigned by any Party without the prior written consent of each and every other Party.

7.5 Cooperation; Further Assurances. Each Party agrees to cooperate fully with the other Parties to carry out the transactions provided for in this Plan of Merger, will use its reasonable commercial efforts to cause satisfaction of the conditions to consummation of the transactions provided for in this Plan of Merger, and will refrain from any actions inconsistent with this Plan of Merger. Each Party shall, upon request of another Party, at any time and from time to time, execute, acknowledge, deliver and perform all such further acts, deeds and instruments of further assurance as may be reasonably deemed necessary or advisable to carry out the provisions and intent of this Plan of Merger.

7.6 Binding Effect. The provisions of this Plan of Merger shall extend to, bind and inure to the benefit of the Parties and their respective successors and permitted assigns. Notwithstanding anything stated to the contrary in this Plan of Merger, this Plan of Merger is intended solely for the benefit of the Parties and is not intended to, and shall in no way, create enforceable third party beneficiary rights.

7.7 Construction. This Plan of Merger shall be construed without regard to any presumption or rule requiring construction against the Party causing this Plan of Merger to be drafted. All terms and words used in this Plan of Merger, regardless of the number or gender in which they are used, shall be deemed to and shall include any other number or gender as the context may require.

7.8 Entire Plan of Merger; Amendment. This Plan of Merger and any supplemental or amending agreements to be entered into prior to the Closing shall constitute the entire agreement of the Parties and supersede all negotiations, preliminary agreements and prior or contemporaneous discussions and understandings of the Parties in connection with the subject matter hereof. The Parties specifically acknowledge that in entering into and executing this Plan of Merger, the Parties rely solely upon the representations, warranties, covenants and agreements contained herein and no others. No changes in or additions to this Plan of Merger shall be recognized unless and until made in writing and signed by all Parties.

7.9 Waiver. Any Party may waive the benefit of a term or condition of this Plan of Merger and such waiver shall not be deemed to constitute the waiver of another breach of the same, or any other, term or condition.

7.10 Headings. The headings in this Plan of Merger are for reference purposes only and shall not affect the meaning or interpretation of any provision of this Plan of Merger.

7.11 Notices. All notices, demands and requests required to be given or which may be given shall be in writing and shall be deemed to have been properly given (a) if delivered personally, on the date of such delivery, (b) if sent by United States registered or certified mail, return receipt requested, postage prepaid, on the date of delivery as evidenced by such receipt, or

(c) upon delivery by Federal Express or a similar overnight courier service which provides evidence of delivery, on the date of delivery as so evidenced, if addressed as follows:

If to NLPNF:

Neighborhood Lending Partners of North Florida, Inc.
Attention: Debra S. Reyes, President & CEO
3615 W. Spruce Street
Tampa, Florida 33607

If to NLPSF:

Neighborhood Lending Partners of South Florida, Inc.
Attention: Debra S. Reyes, President & CEO
3615 W. Spruce Street
Tampa, Florida 33607

If to NLPWF:

Neighborhood Lending Partners of West Florida, Inc.
Attention: Debra S. Reyes, President & CEO
3615 W. Spruce Street
Tampa, Florida 33607

7.12 Fees and Expenses. Except as otherwise expressly provided herein, the fees and expenses incurred by each Party in connection with the transactions contemplated hereby shall be borne by that Party.

7.14 Jurisdiction of Disputes. Venue for any legal action arising out of this Plan of Merger shall be in Hillsborough County, Florida, and jurisdiction shall be vested exclusively in the Circuit Court of the Thirteenth Judicial Circuit in and for Hillsborough County, Florida (or if the Circuit Court shall not have jurisdiction over the subject matter thereof, then to such other court sitting without jury in said county and having subject matter jurisdiction). The Parties hereby consent to the jurisdiction of such court in any matter so to be submitted to it.

7.15 Severability. If any term or provision of this Plan of Merger or the application thereof to any person or circumstance is held to be invalid or unenforceable for any reason, the remainder of this Plan of Merger, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term and provision of this Plan of Merger will be valid and be enforced to the fullest extent permitted by law, but only to the extent the same continues to reflect fairly the intent and understanding of the Parties expressed by this Plan of Merger taken as a whole. The use of headings does not limit the terms of this Plan of Merger.

7.16 WAIVER OF JURY TRIAL. AS A MATERIAL INDUCEMENT FOR THIS PLAN OF MERGER, EACH PARTY, BY SIGNING THIS PLAN OF MERGER, KNOWINGLY AND VOLUNTARILY, INTENTIONALLY, AND IRREVOCABLY WAIVES ALL RIGHT TO A TRIAL BY JUSY OF ANY ISSUES SO TRIABLE.

ARTICLE VIII

Definitions

As used herein, in addition to terms otherwise defined herein, the terms below shall have the following meanings:

"Affiliate" means, with respect to any Person, any other Person who controls, is controlled by, or is under common control with, such Person. The term "control" means the possession of the power to direct or cause the direction of the management and policies of a Person, whether through the ownership of voting securities, by contract or otherwise, and the terms "controlled" and "controlling" have meanings correlative thereto.

"Affiliated Group" means any affiliated group within the meaning of Section 1504(a) of the Code or any similar group defined under a similar provision of state, local or foreign law.

"Authority" means any federal, state, local or foreign governmental, regulatory or administrative body, agency, department, board, commission or authority, any court or judicial authority, any public, private or industry regulatory authority, whether federal, state, local, foreign or otherwise, or any Person lawfully empowered by any of the foregoing to enforce or seek compliance with any applicable Law.

"Code" means the U.S. Internal Revenue Code of 1986, as amended.

"GAAP" means generally accepted accounting principles in the United States, as in effect from time to time.

"IRS" means the Internal Revenue Service.

"Knowledge" means any fact or information which is actually known after reasonable inquiry by the Person to whom such knowledge is ascribed and, with respect to a Person that is not an individual, only the officers and directors of such Person; provided, however, that the term "after reasonable inquiry" shall not require such Person to initiate an inquiry of any third parties or any other Person who is not directly supervised by such Person responsible for such inquiry.

"Law" means any federal, state, local or foreign law, statue, ordinance, decree, requirement, code, order, judgment, rule or regulation, including, but not limited to, the terms of any license or Permit issued by any Authority.

"Lien" means any claim, lien, pledge, option, charge, easement, deed of trust, security interest, mortgage, right-of-way, encroachment, encumbrance, restriction on transfer (such as a right of first refusal or other similar rights but not including any restrictions on transfer arising under federal or state securities laws), defect of title or other similar right of any third party whether voluntarily incurred or arising by operation of law, and includes any agreement to give any of the foregoing in the future, and any contingent sale or other title retention agreement or lease in the nature thereof.

"Material Adverse Effect" means any change, circumstance or effect that, individually or in the aggregate, has, or would reasonably be expected to have, a material adverse effect on the business, assets, operations, properties or condition (financial or otherwise) of the Party taken as a whole or which would reasonably be expected to materially impair or materially delay the ability of the Party to consummate the transactions contemplated by this Plan of Merger, other than (i) effects resulting from the execution or announcement of this Plan of Merger or (ii) changes in general economic, financial, regulatory or market conditions in the United States.

"Ordinary Course of Business" means the ordinary course of business consistent with past practice.

"Permits" means all licenses, permits, franchises, approvals, authorizations, consents or orders of, or filings with, any Authority.

"Permitted Liens" means; (i) Liens for Taxes not yet due and payable or for Taxes that the taxpayer is contesting in good faith through appropriate proceedings for which adequate reserves are being maintained on the Recent Financials in accordance with GAAP; (ii) zoning, building and other land use laws imposed by any Authority which are not violated by the current use or occupancy of any Real Property, (iii) recorded easements, covenants, and other restrictions, (iv) mechanics and similar statutory liens incurred in the Ordinary Course of Business, (v) purchase money Liens and Liens securing rental payments under capital lease arrangements, and (vi) other Liens arising in the Ordinary Course of Business and not incurred in connection with the borrowing of money, which in the case of any such Liens pursuant to the foregoing clauses (i) through (vi), in each case, do not materially detract, individually or in the aggregate, from the value of, materially interfere with, or otherwise materially affect the present use and enjoyment of the asset or property subject thereto or affected thereby.

"Person" means an individual, partnership, corporation, limited liability company, joint stock company, unincorporated organization or association, trust, joint venture, association or other organization, whether or not a legal entity, or any Authority.

"Pre-Closing Period" means any taxable period or partial taxable period ending on or before the Closing Date. For any taxable period of the Party that does not end on the Closing Date, there shall be a deemed short taxable period ending on and including such date and a second deemed short taxable period beginning on and including the day after such date. For purposes of allocating gross income and deductions between deemed short taxable periods, all amounts of income and deduction shall be deemed to have accrued pro rata during the Party's actual taxable year on a consolidated basis, except for items of income or loss arising from an extraordinary event, which shall be reflected in the period in which such event occurred.

"Subsidiary" or "Subsidiaries" means any Person with respect to which the specified Person (or a Subsidiary thereof) (i) owns a majority of the common stock or other equity ownership of such Person, or (ii) has the power to vote or direct the voting of sufficient securities to elect a majority of the directors or similar governing body of such Person.

"Tax" means any federal, state, local or foreign income, gross receipts, license, payroll, employment, excise, severance, stamp, occupation, premium, windfall profits, environmental

(including taxes under Section 59A of the Code), customs, duties, capital stock, franchise, profits, withholding. social security (or similar), unemployment, disability, real property, personal property, sales, use, transfer, registration, value added, alternative or add-on minimum, estimated, or other tax of any kind whatsoever, including any interest, penalty, or addition thereto, whether disputed or not, and any amounts payable pursuant to the determination or settlement of an audit.

"Tax Return" means any return, declaration, report, claim for refund, or information return or statement relating to Taxes, including any schedule or attachment thereto, and including any amendment thereof.

(Signatures appear on the following page.)

IN WITNESS WHEREOF, the Parties hereto, intending to be legally bound, have caused this Plan of Merger to be executed by their respective duly authorized officers as of the date first above written.

"NLPNF"

NEIGHBORHOOD LENDING PARTNERS OF NORTH FLORIDA, INC.

By: _____

Name: Debra S. Reyes

Title: President and CEO

"NLPSF"

NEIGHBORHOOD LENDING PARTNERS OF SOUTH FLORIDA, INC.

By: _____

Name: Debra S. Reyes

Title: President and CEO

"NLPWF" or "Surviving Corporation"

NEIGHBORHOOD LENDING PARTNERS OF WEST FLORIDA, INC.

By: _____

Name: Debra S. Reyes

Title: President and CEO

EXHIBIT B

Amended and Restated Articles of Incorporation

(Separately attached.)

H160001162153

Amended and Restated Articles of Incorporation

of

Neighborhood Lending Partners of West Florida, Inc.

(A Corporation Not-for-Profit)

In compliance with Sections 617.1002, 617.1006 and 617.1007 of the Florida Not For Profit Corporation Act, the undersigned does hereby file the following Amended and Restated Articles of Incorporation of Neighborhood Lending Partners of West Florida, Inc., a Florida not-for-profit corporation (the "Corporation"), originally incorporated as Tampa Bay Community Reinvestment Corporation on August 6, 1992, and duly organized to do business under the laws of the State of Florida.

The members of the Board of Directors of the Corporation have proposed to amend and restate the Corporation's Articles of Incorporation, as previously amended, and such Board of Directors and members of the Corporation have unanimously voted to so amend and restate the Corporation's previously amended Articles of Incorporation. Therefore, Articles I through XIV of the Corporation's Articles of Incorporation, as previously amended, are deleted in their entirety and are amended and restated as follows:

ARTICLE I
NAME AND ADDRESS

The name of this Corporation is: "NEIGHBORHOOD LENDING PARTNERS OF FLORIDA, INC." The principal office of the Corporation is located at, and the mailing address of the Corporation is: 3615 W. Spruce Street, Tampa, Florida 33607.

ARTICLE II
TERM OF EXISTENCE

The Corporation shall have perpetual existence.

ARTICLE III
PURPOSES / BENEFIT

The Corporation is formed for the exclusive benefit of the State of Florida, its cities, counties and political subdivisions and agencies thereof, including the Florida Housing Finance Corporation (collectively, "Governmental Units") and other charitable purposes within the meaning of Section 501(c)(3) of the Internal Revenue Code of 1986, *as amended* or the corresponding provision of any future federal income tax laws of the United States of America (collectively, the "Code"), by providing debt financing and related services within the State of Florida and thereby "lessening of the burdens of Government" within the meaning of Treasury Regulation Section 1.501(c)(3)-1(d)(2) under the Code. The Corporation shall not engage in activities that are not in furtherance of the purposes set forth in this Article III.

ARTICLE IV
POWERS

In carrying out such purposes, this Corporation shall have all of the powers and authorities granted by statute and law, including the power and authority to accept gifts, devises and other contributions for charitable purposes, to hold and administer the funds and properties received and to expend, contribute and otherwise dispose of funds or properties for charitable purposes either directly or by contribution to other Section 501(c)(3) organizations organized and operated exclusively for charitable purposes; *provided, however*, said powers and authorities shall be exercised only in furtherance of charitable purposes. The Corporation shall have the powers, among others, to:

(a) Have perpetual succession by its corporate name.

(b) Sue and be sued, complain and defend in its corporate name in all actions or proceedings.

(c) Have a corporate seal, which may be altered at pleasure, and to use the same by causing it, or a facsimile thereof, to be impressed, affixed or in any other manner reproduced.

(d) Purchase, take, receive, lease or otherwise acquire, own, hold, improve, use and otherwise deal in and with real or personal property or any interest therein, wherever situated.

(e) Sell, convey, mortgage, pledge, create a security interest in, lease, exchange, transfer and otherwise dispose of all or any part of its property and assets.

(f) Purchase, take, receive, subscribe for, or otherwise acquire, own, hold, vote, use, employ, sell, mortgage, lend, pledge or otherwise dispose of and otherwise use and deal in and with, shares or other interests in, or obligations of, other domestic or foreign corporations, associations, partnerships or individuals, or direct or indirect obligations of the United States of America or any other government, state, territory, governmental district or municipality or of any instrumentality thereof.

(g) Make contracts and guaranties and incur liabilities, borrow money at such rates of interest as the Corporation may determine, issue its notes, bonds and other obligations and secure any of its obligations by mortgage or pledge of all or any of its property, franchises and income.

(h) Lend money for its corporate purposes, invest and reinvest its funds and take and hold real and personal property as security for the payment of funds so loaned or invested, except as prohibited by the Act.

(i) Conduct its business, carry on its operations and have offices and exercise the powers granted by the Act, as the same exists or may hereafter be amended, within or without the State of Florida.

(j) To elect or appoint officers and agents of the Corporation and define their duties and fix their compensation.

(k) Make and alter Bylaws, not inconsistent with these Articles of Incorporation and the Act, as the same exists or may hereafter be amended, for the administration and regulation of the affairs of the Corporation.

(l) Make donations for the public welfare or for charitable, scientific, educational or other similar purposes.

(m) Pay pensions and establish and carry out pension plans, retirement plans, benefit plans and other incentive and compensation plans for any or all of its officers and employees and for any or all of the officers and employees of its subsidiaries.

(n) Provide insurance for its benefit on the life of any of its officers or employees.

(o) Be a promoter, incorporator, general partner, limited partner, member, associate or manager of any corporation, partnership, limited partnership, joint venture, trust or other enterprise.

(p) Merge with other corporations, both for profit and not-for-profit, foreign and domestic, as permitted by the Act.

(q) Have and exercise all powers necessary or convenient to effect the purposes for which the Corporation is organized.

Notwithstanding anything herein to the contrary, the Corporation shall exercise only such powers as are set forth in furtherance of the exempt purposes of organizations set forth in Section 501(c)(3) of the Code and the regulations thereunder, as the same now exist or as they may be hereafter amended from time to time.

ARTICLE V
MEMBERSHIP

(A) Non-Stock Corporation. This Corporation shall be organized on a non-stock basis and shall not issue shares of stock.

(B) Qualification for Membership. All provisions for membership qualification, the manner of admission to or expulsion from membership, the classes of membership, and the rights and obligations of the members, including voting rights, shall be set forth in the Bylaws of the Corporation.

ARTICLE VI
NUMBER, ELECTION AND REMOVAL OF DIRECTORS; QUORUM

The number of directors which constitute the whole Board of Directors shall be designated in the Bylaws of the Corporation. The method of election of directors is as set forth in the Bylaws. Any director may be removed from office as a director by the members only for cause. A quorum of the Board of Directors shall be as set forth in the Bylaws and may consist of less than a majority but no fewer than one-third of the prescribed number of directors established in accordance with the Bylaws.

ARTICLE VII
MEMBER AND DIRECTOR ACTIONS BY WRITTEN CONSENT

(A) Board of Directors Actions. Any action required by law or permitted to be taken at any meeting of the Board of Directors may be taken without a meeting if, and only if, written consent, setting forth the action so taken, shall be signed by all of the directors. Such consent shall have the same force

and effect as a unanimous vote of the Board of Directors and shall be filed with the Secretary and recorded in the minute book of the Corporation.

(B) **Actions of the Members.** Any action required by law or permitted to be taken at any annual or special meeting of the members of the Corporation may be taken without a meeting if, and only if, written consent, setting forth the action so taken, shall be signed by the members entitled to vote with respect to the subject matter thereof holding not less than the minimum number of votes that would be necessary to authorize or take such action at a meeting of the members at which all members entitled to vote thereon were present and voted. Such consent shall have the same force and effect as a vote of the members and shall be filed with the Secretary and recorded in the minute book of the Corporation.

ARTICLE VIII
INDEMNIFICATION

(A) **Proceedings by Third Parties Against Directors and Officers.** The Corporation shall indemnify any person who was or is a party or is threatened to be made a party to any proceeding (other than a proceeding by or in the right of the Corporation) by reason of the fact that he or she is or was a director or officer of the Corporation or, while serving as a director or officer of the Corporation, by reason of the fact that he or she was serving at the request of the Corporation as a trustee, director, officer, partner, employee or agent of another corporation (including any subsidiary of the Corporation), partnership, joint venture, trust, employee benefit plan or other enterprise against liability actually and reasonably incurred by him or her in connection with the defense or settlement of such proceeding if such person acted in good faith and in a manner he or she reasonably believed to be in or not opposed to the best interest of the Corporation (or, if the proceeding involves service by such person with respect to any employee benefit plan, in or not opposed to the best interest of the participants and beneficiaries of such plan), and, with respect to any criminal action or proceeding, had no reasonable cause to believe his or her conduct was unlawful. The termination of any proceeding, by judgment, order, settlement, conviction, or upon a plea of *nolo contendere* or its equivalent, shall not, of itself, create a presumption that the person did not act in good faith in a manner which he or she reasonably believed to be in or not opposed to the best interest of the Corporation, and, with respect to any criminal action or proceeding, had reasonable cause to believe that his or her conduct was unlawful.

(B) **Proceedings by or in the Right of the Corporation.** The Corporation shall indemnify any person who was or is a party or is threatened to be made a party to any proceeding by or in the right of the Corporation to procure a judgment in its favor by reason of the fact that he or she was or is a director or officer of the Corporation, or, while serving as a director or officer of the Corporation, by reason of the fact that he or she was serving at the request of the Corporation as a trustee, director, officer, partner, employee or agent of another corporation (including any subsidiary of the Corporation), partnership, joint venture, trust, employee benefit plan or other enterprise against expenses and amounts paid in settlement not exceeding, in the judgment of the Board of Directors, the estimated expense of litigating the proceeding to conclusion actually and reasonably incurred by him or her in connection with the defense or settlement of such proceeding if such person acted in good faith and in a manner he or she reasonably believed to be in or not opposed to the best interest of the Corporation (or, if the proceeding involves service by such person with respect to any employee benefit plan, in or not opposed to the best interest of the participants and beneficiaries of such plan), except that no indemnification shall be made in respect of any claim, issue or matter as to which such person shall have been adjudged to be liable to the Corporation unless and only to the extent that the Circuit Court in and for Hillsborough County, Florida, or the court in which such proceeding was brought shall determine, upon application, that, despite the adjudication of liability, but in view of all of the circumstances of the case, such person is fairly and

reasonably entitled to indemnity for such expenses which the Circuit Court or such other court shall deem proper.

(C) Optional Indemnification for Employees and Agents. The Corporation may, but shall not be obligated to, indemnify any person who is or was an employee or agent of the Corporation, or is or was serving at the request of the Corporation as a trustee, director, partner, officer, employee or agent of another corporation (including any subsidiary of the Corporation), partnership, joint venture, trust, employee benefit plan or other enterprise to the extent and under the circumstances provided by Paragraphs (A) and (B) of this Article VIII with respect to a person who is or was a director or officer of the Corporation.

(D) Mandatory Indemnification for Successful Defense. To the extent that a director, officer, employee or agent of the Corporation has been successful, on the merits or otherwise, in the defense of any proceeding referred to in Paragraphs (A), (B) or (C) of this Article VIII, or in the defense of any claim, issue or matter therein, he or she shall be indemnified against expenses actually and reasonably incurred by him or her in connection therewith, notwithstanding that he or she has not been successful on any other claim, issue or matter in any such proceeding.

(E) Determination of Eligibility for Indemnification. Any indemnification under Paragraphs (A), (B), (C) or (D) of this Article VIII (unless ordered by a court) shall be made by the Corporation only as authorized in the specific case upon a determination that indemnification of the director, officer, employee or agent is proper in the circumstances because he or she has met the applicable standard of conduct set forth in those paragraphs. Such determination shall be made (i) by the Board of Directors by a majority vote of a quorum (as defined in the Bylaws of the Corporation) consisting of directors who are not or were not parties to such proceeding, or (ii) by a committee consisting of at least two (2) disinterested directors designated by the Board of Directors (in which designation of interested directors may participate), or (iii) by independent legal counsel selected by the Board of Directors under clause (i) or by the committee of the Board of Directors under clause (ii) or, if no quorum of directors can be obtained or no committee can be designated, by majority vote of the full Board of Directors (in which interested directors may participate), or (iv) by the members.

(F) Advances for Reasonable Expenses. Reasonable expenses incurred in defending a proceeding shall be paid by the Corporation in advance of the final disposition of such proceeding upon receipt of an undertaking by or on behalf of the director or officer, to repay such amount if it shall be ultimately determined that he or she is not entitled to be indemnified by the Corporation as authorized in this Article VIII.

(G) Procedures for Indemnification and Advance of Expenses. The Board of Directors may establish appropriate terms and conditions upon which expenses incurred by other employees and agents of the Corporation may be paid in advance.

(H) Nonexclusive Provision. The indemnification and advancement of expenses provided by, or granted pursuant to, this Article VIII shall not be deemed exclusive of any other rights to which those seeking indemnification or advancement of expenses may be entitled under any statute, bylaw, agreement, vote of members or disinterested directors or otherwise, both as to action in his or her official capacity as a director, officer, employee or agent of the Corporation and as to action in another capacity while holding such office.

(I) Director and Officer Liability Insurance. By action of its Board of Directors, notwithstanding any interest of the directors in such action, the Corporation may purchase and maintain insurance on behalf of any person who is or was a director, officer, employee or agent of the Corporation,