139057

CT CORPORATION SYSTEM

CORPORATION(S) NAME

1) Fleet Finance & Mortgage, Inc. (FL) Merging into: Fleet Finance, Inc.

2) [redacted]

3) [redacted]

4) [redacted] Inc. (DE)

FILED
2002 AUG 29 PM 12:16
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

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-08/29/02--01035--011
*****70.00 *****70.00

( ) Profit ( ) Nonprofit	( ) Amendment	(X) Merger
( ) Foreign	( ) Dissolution/Withdrawal ( ) Reinstatement	( ) Mark
( ) Limited Partnership ( ) LLC	( ) Annual Report ( ) Name Registration ( ) Fictitious Name	( ) Other ( ) Change of RA ( ) UCC
( ) Certified Copy	( ) Photocopies	( ) CUS
( ) Call When Ready (x) Walk In ( ) Mail Out	( ) Call If Problem ( ) Will Wait	( ) After 4:30 (x) Pick Up

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Examiner _____
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W.P. Verifier _____

8/29/02

Order#: 5562447

EFFECTIVE DATE
08-30-02

Ref#: _____

Amount: $_____

660 East Jefferson Street
Tallahassee, FL 32301
Tel. 850 222 1092
Fax 850 222 7615

C. Coulliette AUG 29 2002

A CCH LEGAL INFORMATION SERVICES COMPANY

FILE COPY

ARTICLES OF MERGER
Merger Sheet

MERGING:

FLEET FINANCE & MORTGAGE, INC., a Florida corporation, 390762

INTO

FLEET FINANCE, INC., a Florida entity, 139057.

File date: August 29, 2002 , effective August 30, 2002

Corporate Specialist: Cheryl Coulliette

ARTICLES OF MERGER

OF

FLEET FINANCE & MORTGAGE, INC.

AND

FLEET FINANCE, INC.

FILED
2002 AUG 29 PM 12:16
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

To the Department of State
State of Florida

Pursuant to the provisions of the Florida Business Corporation Act, the Florida parent business corporation and the Florida wholly owned subsidiary business corporation named below do hereby submit the following Articles of Merger.

1. Annexed hereto and made a part hereof is a Plan of Merger for merging Fleet Finance & Mortgage, Inc. into Fleet Finance, Inc., as approved by the Board of Directors of the parent corporation on August 26, 2002.

2. The aforesaid Plan of Merger was adopted in accordance with the provisions of the Florida Business Corporation Act on August 26, 2002.

3. Shareholder approval was not required for the merger.

4. The effective time and date of the merger herein provided for shall be 11:59 p.m. on August 30, 2002.

EFFECTIVE DATE
08-30-02

Executed on August 26, 2002

FLEET FINANCE & MORTGAGE, INC.

By: Cory L Braun
Name: Cory L Braun
Title: Senior Vice President

FLEET FINANCE, INC.

By: Cory L Braun
Name: Cory L. Braun
Title: Senior Vice President

Agreement And Plan Of Merger
Of
Fleet Finance & Mortgage, Inc.
With And Into
Fleet Finance, Inc.

Agreement and Plan of Merger, dated as of the 26th day of August, 2002 by and between Fleet Finance & Mortgage, Inc., a Florida corporation ("Subsidiary") and Fleet Finance, Inc., a Florida corporation ("Parent"). Parent and Subsidiary are sometimes hereinafter collectively referred to as the "Constituent Corporations".

WITNESSETH:

WHEREAS, the Board of Directors of Parent deem the merger of Subsidiary into Parent (the "Merger") to be advisable and in the best interest of each corporation; and

WHEREAS, the Directors of the Parent have approved the Merger;

NOW, THEREFORE, in consideration of the covenants and subject to the terms and conditions hereinafter set forth, the Constituent Corporations agree as follows:

Section 1. The Merger.

Subsidiary shall be merged with and into Parent at 11:59 p.m. on August 30, 2002 (the "Effective Date"). Subject to the terms and conditions set forth herein, on the Effective Date Subsidiary shall be merged with and into Parent, whereupon the separate existence of Subsidiary shall cease, and Parent will be the surviving corporation (the "Surviving Corporation").

Section 2. Effect of the Merger.

(a) On the Effective Date, the Surviving Corporation shall succeed to all the rights, privileges, immunities, and franchises and all the property, real, personal, and mixed, of Subsidiary without the necessity for any separate transfer. The Surviving Corporation shall thereafter be responsible and liable for all liabilities and obligations of Subsidiary, and neither the rights of creditors nor any liens on the property of Subsidiary shall be impaired by the Merger. The corporate identity, existence, purposes, powers, objects, franchises, rights and immunities of the Surviving Corporation shall continue unaffected and unimpaired by the Merger hereby provided for and the corporate identity, existence, purposes, powers, objects, franchises, rights, and immunities of Parent shall be continued in and merged into the Surviving Corporation and the Surviving Corporation shall be fully vested therewith.

(b) If, at any time after the Effective Date, the Surviving Corporation shall consider or be advised that any deeds, bills of sale, assignments, assurances or any other actions or

things are necessary or desirable to vest, perfect or confirm of record or otherwise in the Surviving Corporation its right, title or interest in, to or under any of the rights, properties or assets of any of the Constituent Corporations acquired or to be acquired by the Surviving Corporation as a result of, or in connection with, the Merger or otherwise to carry out this Agreement, the officers and directors of the Surviving Corporation shall be authorized to execute and deliver, in the name and on behalf of either of the Constituent Corporations or otherwise, all such deeds, bills of sale, assignments and assurances and to take and do, in the name and on behalf of either of the Constituent Corporations or otherwise, all such other actions and things as may be necessary or desirable to vest, perfect or confirm any and all right, title and interest in, to and under such rights, properties or assets in the Surviving Corporation or otherwise to carry out this agreement.

Section 3. Articles of Incorporation of Surviving Corporation.

The Articles of Incorporation of Parent in effect immediately prior to the Effective Date shall on and after the Effective Date and by virtue of the Merger be the Articles of Incorporation of the Surviving Corporation, until amended in accordance with applicable law.

Section 4. Bylaws of Surviving Corporation.

The Bylaws of Parent in effect immediately prior to the Effective Date shall on and after the Effective Date be the Bylaws of the Surviving Corporation, until amended in accordance with applicable law.

Section 5. Directors and Officers.

The persons who are directors and/or officers of Parent immediately prior to the Effective Date shall on and after the Effective Date be and remain the directors and/or officers (as the case may be) of the Surviving Corporation until their successors have been duly elected or appointed and qualified or until their earlier death, resignation or removal in accordance with the Surviving Corporation's Articles of Incorporation and Bylaws.

Section 6. Conversion and Cancellation of Shares.

The manner of converting shares of capital stock of Parent and Subsidiary in the Merger shall be as follows:

(a) No conversion will occur with respect to shares of common stock of Parent issued and outstanding immediately prior to the Effective Date. Each share of common stock of Parent issued and outstanding immediately prior to the Effective Date shall remain issued and outstanding shares of common stock of Parent on the Effective Date and thereafter.

(b) Upon the effectiveness of the Merger, all shares of common stock of Subsidiary, by virtue of the Merger and without any action on the part of the holders

thereof, shall no longer be outstanding and shall be canceled and retired and shall cease to exist, and each holder of a certificate representing any such shares shall thereafter cease to have any rights with respect to such shares.

Section 7. Successors and Assigns; No Other Beneficiaries.

The provisions of this Agreement and Plan of Merger shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns, provided that no party may assign, delegate or otherwise transfer any of its rights or obligations hereunder without the consent of the other party hereto. This agreement is not intended to confer upon any person not a party hereto any rights or remedies hereunder.

Section 8. Governing Law.

This Agreement and Plan of Merger shall be construed in accordance with and governed by the laws of the State of Florida without regard to the conflict of law rules thereof.

Section 9. Counterparts, Effectiveness.

This Agreement and Plan of Merger may be signed in any number of counterparts, each of which shall be an original, with the same effect as if the signatures thereto and hereto were upon the same instrument. This Agreement and Plan of Merger shall become effective when each party hereto shall have received counterparts hereof signed by all of the other parties hereto.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement and Plan of Merger to be duly executed by their respective authorized officers as of the day and year first above written.

ATTEST:

By: _____
Its: Assistant Secretary

FLEET FINANCE & MORTGAGE, INC.,
a Florida corporation

By: _____
Title: Senior Vice President

ATTEST:

By: _____
Its: Assistant Secretary

FLEET FINANCE, INC.,
a Florida corporation

By: _____
Title: Senior Vice President