

F13000002154

(Requestor's Name)

(Address)

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(City/State/Zip/Phone #)

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☐ WAIT

☐ MAIL

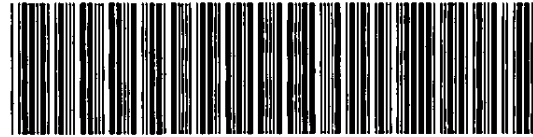
(Business Entity Name)

(Document Number)

Certified Copies _____ Certificates of Status _____

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Office Use Only



800257466398

*Name Change
Amend*

04/10/14--01023--009 **43.75

FILED
2014 APR 10 AM 11:54
TALLAHASSEE, FLORIDA

*OK
4/16/14*

COVER LETTER

TO: Amendment Section
Division of Corporations

SUBJECT: 1st National City Mortgage Corporation
Name of Corporation

DOCUMENT NUMBER: _____

The enclosed Amendment and fee are submitted for filing.

Please return all correspondence concerning this matter to the following:

Mark Wilson

Name of Contact Person

1st National City Mortgage Corporation

Firm/Company

379 W Uwchlan Ave, Suite 201

Address

Downingtown, PA 19335

City/State and Zip Code

info@i3lending.com

E-mail address: (to be used for future annual report notification)

For further information concerning this matter, please call:

Mark Wilson

Name of Contact Person

at **(610) 977-3050**

Area Code & Daytime Telephone Number

Enclosed is a check for the following amount:



\$35.00 Filing Fee



\$43.75 Filing Fee &
Certificate of Status



\$43.75 Filing Fee &
Certified Copy
(Additional copy is
enclosed)



\$52.50 Filing Fee,
Certificate of Status &
Certified Copy
(Additional copy is
enclosed)

Mailing Address:

Amendment Section
Division of Corporations
P.O. Box 6327
Tallahassee, FL 32314

Street Address:

Amendment Section
Division of Corporations
Clifton Building
2661 Executive Center Circle
Tallahassee, FL 32301

PROFIT CORPORATION
APPLICATION BY FOREIGN PROFIT CORPORATION TO FILE AMENDMENT TO
APPLICATION FOR AUTHORIZATION TO TRANSACT BUSINESS IN FLORIDA

(Pursuant to s. 607.1504, F.S.)

SECTION I
(1-3 MUST BE COMPLETED)

F13000002154

(Document number of corporation (if known))

FILED
28th APR 10 AM 11:54
TALLAHASSEE, FLORIDA

1. 1st National City Mortgage Corporation

(Name of corporation as it appears on the records of the Department of State)

2. Pennsylvania

(Incorporated under laws of)

3. 5/16/2013

(Date authorized to do business in Florida)

SECTION II
(4-7 COMPLETE ONLY THE APPLICABLE CHANGES)

4. If the amendment changes the name of the corporation, when was the change effected under the laws of its jurisdiction of incorporation? 3/21/2014

5. i3 Lending, Inc.

(Name of corporation after the amendment, adding suffix "corporation," "company," or "incorporated," or appropriate abbreviation, if not contained in new name of the corporation)

(If new name is unavailable in Florida, enter alternate corporate name adopted for the purpose of transacting business in Florida)

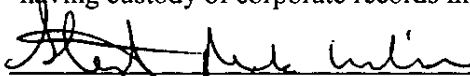
6. If the amendment changes the period of duration, indicate new period of duration.

(New duration)

7. If the amendment changes the jurisdiction of incorporation, indicate new jurisdiction.

(New jurisdiction)

8. Attached is a certificate or document of similar import, evidencing the amendment, authenticated not more than 90 days prior to delivery of the application to the Department of State, by the Secretary of State or other official having custody of corporate records in the jurisdiction under the laws of which it is incorporated.



(Signature of a director, president or other officer - if in the hands of a receiver or other court appointed fiduciary, by that fiduciary)

Stephen Mark Wilson

(Typed or printed name of person signing)

EVP of Operations

(Title of person signing)

COMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF STATE
BUREAU OF CORPORATIONS AND CHARITABLE ORGANIZATIONS
401 NORTH STREET, ROOM 206
P.O. BOX 8722
HARRISBURG, PA 17105-8722
WWW.CORPORATIONS.STATE.PA.US/CORP

i3 Lending Inc.

THE BUREAU OF CORPORATIONS AND CHARITABLE ORGANIZATIONS IS HAPPY TO SEND YOU YOUR FILED DOCUMENT. THE BUREAU IS HERE TO SERVE YOU AND WANTS TO THANK YOU FOR DOING BUSINESS IN PENNSYLVANIA.

IF YOU HAVE ANY QUESTIONS PERTAINING TO THE BUREAU, PLEASE VISIT OUR WEB SITE LOCATED AT WWW.CORPORATIONS.STATE.PA.US/CORP OR PLEASE CALL OUR MAIN INFORMATION TELEPHONE NUMBER (717)787-1057. FOR ADDITIONAL INFORMATION REGARDING BUSINESS AND / OR UCC FILINGS, PLEASE VISIT OUR ONLINE "SEARCHABLE DATABASE" LOCATED ON OUR WEB SITE.

ENTITY NUMBER: 4159304

ESS SOLUTIONS LLC
372 Putnam lane
Lake Mary, FL 32746

PENNSYLVANIA DEPARTMENT OF STATE
BUREAU OF CORPORATIONS AND CHARITABLE ORGANIZATIONS

Articles of Amendment-Domestic Corporation
(15 Pa.C.S.)

☒ Business Corporation (§ 1915)
☐ Nonprofit Corporation (§ 5915)

Name ESS SOLUTIONS LLC		
Address 372 PUTNAM LANE		
City LAKE MARY	State FL	Zip Code 32746

Document will be returned to the
name and address you enter to
the left.

Commonwealth of Pennsylvania
ARTICLES OF AMENDMENT-BUSINESS 20 Page(s)



Fee: \$70

In compliance with the requirements of the applicable provisions (relating to articles of amendment), the undersigned,
desiring to amend its articles, hereby states that:

1. The name of the corporation is:
1ST NATIONAL CITY MORTGAGE CORPORATION

2. The (a) address of this corporation's current registered office in this Commonwealth or (b) name of its
commercial registered office provider and the county of venue is (the Department is hereby authorized to
correct the following information to conform to the records of the Department):
(a) Number and Street City State Zip County
379 W. UWCHLAN AVE STE 201 DOWNINGTOWN PA 19335 Chester
(b) Name of Commercial Registered Office Provider County
c/o

3. The statute by or under which it was incorporated: **BUSINESS CORPORATION LAW OF 1988**

4. The date of its incorporation: **JANUARY 23, 2013**

5. Check, and if appropriate complete, one of the following:

☒ The amendment shall be effective upon filing these Articles of Amendment in the Department of State.
☐ The amendment shall be effective on: _____ at _____
Date Hour

PA DEPT. OF STATE
MAR 20 2014

6. Check one of the following:

- ☐ The amendment was adopted by the shareholders or members pursuant to 15 Pa.C.S. § 1914(a) and (b) or § 5914(a).
- ☒ The amendment was adopted by the board of directors pursuant to 15 Pa. C.S. § 1914(c) or § 5914(b).

7. Check, and if appropriate, complete one of the following:

- ☐ The amendment adopted by the corporation, set forth in full, is as follows
- _____
- _____
- ☒ The amendment adopted by the corporation is set forth in full in Exhibit A attached hereto and made a part hereof.

8. Check if the amendment restates the Articles:

- ☒ The restated Articles of Incorporation supersede the original articles and all amendments thereto.

IN TESTIMONY WHEREOF, the undersigned corporation has caused these Articles of Amendment to be signed by a duly authorized officer thereof this

15 day of March,
2014.

1ST NATIONAL CITY MORTGAGE CORP

Name of Corporation

M. J. [Signature]
Signature

PRESIDENT

Title

Exhibit A

Attachment to Pennsylvania Certificate of Amendment **RESOLUTION TO CHANGE NAME AND OWNERSHIP**

The directors and Shareholders of 1st National City Mortgage Corporation, organized under the laws of Pennsylvania passed the following resolution:

1. Resolved: The name of the Company is to be changed from 1st National City Mortgage Corporation to **i3 Lending Inc.**

2. Resolved: The shares and ownership interest has changed

From:

100% ownership and President and Director – Stephen Mark Wilson

To:

86.925% of Shares and 100% of Interest and President and Director – ESS Solutions LLC

8.5% of Shares and 0% of Interest – Stephen
Mark Wilson

4% of Shares and 0% of Interest – Ishana
Nair

1% of Shares and 0% of interest – Som
Nair

I certify that the foregoing is true.



Sujay Kanth, President
(On behalf of 1st National City Mortgage Corporation)

STOCK AND MEMBERSHIP INTEREST PURCHASE AGREEMENT

This Stock and Membership Interest Purchase Agreement (the "Agreement"), made and entered into this 27th day of January, 2014, is between ESS SOLUTIONS, LLC ("Buyer"), 725 Primera Boulevard, Suite 235, Lake Mary, Florida, 32746, and STEPHEN MARK WILSON ("Seller"), 60 Deerpath Lane, Glenmoore, Pennsylvania, 19343.

RECITALS

WHEREAS, Seller is the owner of all of the one hundred (100) issued and outstanding shares ("Shares") of 1st National City Mortgage, Inc., a Pennsylvania corporation (the "Corporation"); and

WHEREAS, Seller is the owner of all of the issued and outstanding membership interests ("Interests") of 1st City Mortgage, LLC (the "Company"), a Virginia limited liability company; and

WHEREAS, Seller desires to sell and Buyer desires to purchase 91.5 Shares and One Hundred Per Cent (100%) of the Interests.

NOW, THEREFORE, in consideration of the premises and the mutual covenants and agreements herein contained, and intending to be legally bound, the parties hereto hereby agree as follows:

ARTICLE I SALE AND TRANSFER OF SHARES AND INTERESTS; CLOSING

Section 1.1 Shares and Interests.

Subject to the terms and conditions of this Agreement, at the Closing, Seller shall sell and transfer 91.5 Shares of the Corporation and all of the Interests of the Company to Buyer, and Buyer shall purchase such Shares and Interests of Seller.

Section 1.2 Purchase Price.

The purchase price (the "Purchase Price") for the Shares and Interests will be Two Hundred Thousand Dollars (\$200,000.00). At the Closing, Buyer will deliver Sixty Thousand Dollars (\$60,000.00) by wire transfer to Seller and an unsecured promissory note executed by Buyer and guaranteed by M. Sujay Kanth individually, payable to Seller, in the principal amount of One Hundred Forty Thousand Dollars (\$140,000.00) in the form of Exhibit 1.2 ("Promissory Note"). Seller shall sell and transfer 91.5 Shares of the Corporation and all of the Interests of the Company, including 100% representation on the Board of Directors of the Company, to Buyer. The remaining 8.5% shares will be eligible for dividends, but will have no voting rights.

Section 1.3 Stock Escrow Agreement.

As collateral for the Buyer's obligation under the terms of the Promissory Note, Buyer shall execute and deliver to Seller a Stock Escrow Agreement in the form of Exhibit 1.3 with Stock Power of Attorney.

Section 1.4 Closing.

Consummation of the purchase and sale provided for in this Agreement (the "Closing") will take place at the offices of Buyer's counsel on January 23, 2014, by the electronic exchange of signature pages, or at such other time and place as the parties may agree (the "Closing Date").

Section 1.5 Closing Obligations.

In addition to any other documents to be delivered under other provisions of this Agreement, at the Closing:

(a) Seller shall deliver to Buyer:

(i) Share Certificate representing 91.5 Shares of the Corporation;

- (ii) Certificate representing the Interests of the Company endorsed in blank (or accompanied by membership interest powers executed in blank) and otherwise in proper form for transfer;
 - (iii) Employment Agreement in the form of Exhibit 1.4(a)(iii) executed by Stephen Mark Wilson ("Employment Agreement");
 - (iv) Letter of resignation as an officer and director of the Corporation;
 - (v) Letter of resignation as Manager of the Company;
 - (vi) Transfer to Buyer \$8,679.57 representing branch expense reserve account balances (to be taken as a credit against money owed to Seller);
 - (vii) Such other instruments of transfer, assumption, filings or documents, in form and substance reasonably satisfactory to Buyer, as may be required to give effect to this Agreement;
 - (viii) Minute book, Share Certificate book, and Share Ledger for the Corporation.
- (b) Buyer shall deliver to Seller:
- (i) Reimbursement to Seller (\$8,937.58) for costs and expenses expended by Seller for 2014 licensing;
 - (ii) \$60,258.01 by wire transfer to an account specified in writing by Seller;
 - (iii) Promissory Note executed by Buyer, and M. Sujay Kanth, as guarantor;
 - (iv) Employment Agreement executed by Buyer;
 - (v) Stock Escrow Agreement;
 - (vi) Stock Power of Attorney.

Section 1.6 Retained Assets.

The provisions of this Article I notwithstanding, the sale and transfer of the Shares and Interests to Buyer will not include the balance in the Corporation's bank account at First Niagara Bank, bearing Account No. 7901047998, as of the Closing Date.

**ARTICLE II
REPRESENTATIONS AND WARRANTIES OF SELLER**

Seller represents and warrants to Buyer as follows:

Section 2.1 Organization and Good Standing.

- (a) The Corporation is a corporation duly organized, validly existing, and in good standing under the laws of the Commonwealth of Pennsylvania with full corporate power and authority to conduct its business as it is now being conducted.
- (b) The Company is a limited liability company duly organized, validly existing, and in good standing under the laws of the State of Virginia with full limited liability company power and authority to conduct its business as it is now being conducted.

Section 2.2 Subsidiaries.

Neither the Corporation nor the Company have any subsidiaries.

Section 2.3 Capitalization.

The capitalization of the Corporation and the Company is as set forth in the Recitals to this Agreement.

Section 2.4 Stock Ownership.

The Seller represents and warrants that he is the owner, free and clear of any encumbrances, of all of the issued and outstanding Shares of the Corporation.

Section 2.5 Interests Ownership.

The Seller represents and warrants that he is the owner, free and clear of any encumbrances, of the units of the Company.

Section 2.6 Absence of Undisclosed Liabilities.

The Corporation and the Company, as of this date, have no liabilities of any nature, whether accrued, absolute, contingent or otherwise, including without limitation tax liabilities due or to become due, whether incurred in respect of or measured by the Corporation or Company's income for any period prior to January 23, 2014, arising out of any transactions entered into or any state of facts existing prior to that date. The Seller represents and warrants that he does not know or have reasonable grounds to know of any basis for the assertion against the Corporation or the Company, as of January 23, 2014, of any liability of any nature or in any amount not fully reflected or disclosed to Buyer.

Section 2.7 Title to Properties.

The Corporation and the Company have good and marketable title to all their properties and assets, real and personal (except as since sold or otherwise disposed of in the ordinary course of business), are subject to no security interest, mortgage, pledge, lien, conditional sales agreement, encumbrance or charge, except for liens shown on the balance sheet as securing specified liabilities set forth in it (with respect to which no default exists), and except for minor imperfections in title and encumbrances, if any, which are not substantial in amount and do not materially detract from the value of the subject property or materially impair the Corporation or Company's operations, and have arisen only in the ordinary course of business.

Section 2.8 Litigation.

Except for actions of a character incidental to the normal conduct of the Corporation or Company's business, there is no litigation or proceeding pending, or, to the Seller's knowledge, threatened against or relating to the Corporation or the Company, their properties or business, nor does the Seller know or have reasonable ground to know of any basis for any such action, or of any governmental investigation relative to the Corporation or the Company, their properties or business. In the event that a non-appealable final judgment or order is entered against the Corporation or the Company as a result of any litigation, the Buyer shall, in addition to the right of indemnity, have a right of offset against the \$140,000.00 Promissory Note provided to Seller herein.

Section 2.9 Disclosure.

No representation or warranty by the Seller in this Agreement, nor any statement or certificate furnished or to be furnished to the Buyer, pursuant to it, or in connection with the transaction contemplated by it, contains or will contain any untrue statement of a material fact or omits or will omit to state a material fact necessary to make the statements contained in it not misleading.

**ARTICLE III
REPRESENTATIONS AND WARRANTIES OF BUYER**

Buyer represents and warrants to Seller as follows:

Section 3.1 Organization and Good Standing.

Buyer is a limited liability company organized, validly existing, and in good standing under the laws of its jurisdiction of organization, with full power and authority to conduct its business as it is now being conducted.

Section 3.2 Authority, No Conflict.

- (a) This Agreement constitutes the legal, valid, and binding obligation of Buyer, enforceable against Buyer in accordance with its terms. Upon the execution and delivery by Buyer of the transaction documents to be executed by Buyer pursuant to Section 1.4(b), and each other agreement to be executed or delivered by Buyer at Closing (collectively, the "Buyer's Closing Documents"), each of the Buyer's Closing Documents will constitute the legal, valid, and binding obligation of Buyer, enforceable against Buyer in accordance with its respective terms. Buyer has the absolute right, power, and authority to execute and deliver this Agreement and the Buyer's Closing Documents and to perform its obligations under this Agreement and the Buyer's Closing Documents, and such action has been fully authorized by all necessary corporate action.
- (b) Neither the execution and delivery of this Agreement by Buyer, nor the consummation or performance of any of the transactions required by this Agreement, will give any person the right to prevent, delay, or otherwise interfere with the required transactions pursuant to:
- (i) Any provision of the Buyer's governing documents;
 - (ii) Any resolution adopted by the members of the Buyer;
 - (iii) Any legal requirement or order to which Buyer may be subject; or
 - (iv) Any contract to which Buyer is a party or by which Buyer may be bound.

**ARTICLE IV
COVENANTS OF SELLER**

Section 4.1 Hold Harmless.

Seller shall hold Buyer harmless and indemnify the Buyer for any and all liabilities of the Corporation and Company existing prior to January 23, 2014, with the exception of the debt assumed by the Buyer herein.

Section 4.2 License Renewals.

At the sole cost and expense of the Buyer, which costs and expenses shall be paid for or reimbursed to Seller, Seller shall complete all continuing education and Mortgage Licensing renewals for all currently licensed states and for any states where licenses have been applied for, but not approved. All such costs paid for by Seller prior to the date of Closing shall be reimbursed at Closing. The Seller shall remain on all licenses, as the qualified individual, for a minimum of two (2) years until the licenses are transferred to another qualified individual who works in the Corporation.

Section 4.3 Tax Returns.

Seller shall file all Federal and State tax returns for the Corporation and the Company for the tax year ending December 31, 2013, within the time constraints allowed by the State and Federal governments, upon receiving all necessary documentation to do so.

Section 4.4 Non-Competition.

Subject to the terms of the Employment Agreement attached as Exhibit 1.4(a)(iii), as of the Closing Date, Seller agrees to be duly employed by the Corporation. During his period of employment, and for a period of two (2) years thereafter, Seller shall not represent, provide services for, or engage in mortgage brokerage services in competition with the Corporation. Notwithstanding anything contained in this Section 4.4 to the contrary, if Seller's employment

with the Corporation is terminated without cause or there is an uncured default in payments or terms of the Promissory Note attached as Exhibit 1.2, the terms of this Non-Competition section shall become null and void, and Seller shall no longer be bound thereto.

ARTICLE V COVENANTS OF BUYER

Section 5.1 Buyer's Acknowledgment.

Buyer acknowledges that Buyer will be responsible for any errors and omissions committed by the Corporation after January 23, 2014. Buyer further acknowledges that it has been urged to seek legal and accounting advice concerning this transaction, including, but not limited to, issues concerning "basis", depreciation, and undisclosed liabilities.

ARTICLE VI GENERAL PROVISIONS

Section 6.1 Redemption of Corporate Shares.

- (a) In the event of the Seller's death, permanent disability, or voluntary or involuntary termination of employment with the Corporation, the Corporation shall redeem the shares held by the Seller at the "formula value per share" as established herein.
- (b) The "formula value per share" shall be determined as follows:
 - (i) The Corporation shall utilize the services of its regularly engaged independent accountants.
 - (ii) Said accountant shall examine the books and records of the Corporation, the assets of the Corporation (alone or in conjunction with a qualified appraiser chosen by said accountant), and any other relevant things or documents; and shall prepare a report indicating that price at which a willing seller could sell

the stock of the Corporation to a willing buyer, each fully knowledgeable of all relevant facts of the "formula value per share".

- (iii) All parties shall be bound by such determination of the "formula value per share".
 - (iv) All fees and expenses incurred in the process of determining the "formula value per share" (including, without limitation, the costs of retaining a appraiser) shall be borne by the Corporation.
- (c) Within one hundred eighty (180) days following the death, permanent disability, or voluntary or involuntary termination of employment with the Corporation, the Corporation shall pay Seller or his estate the value of the shares held by him.
- (d) Notwithstanding anything stated in this Section 6.1 to the contrary, in the event that the Corporation is sold to an independent third party, the value of the Seller's shares shall be established by the sale price of such transaction.

Section 6.2 Nature and Survival of Representations.

All statements contained in any certificate or other instrument delivered by or on behalf of the Seller pursuant to this Agreement, or in connection with the transaction contemplated by it, shall be deemed representations and warranties by the Seller. All representations, warranties and agreements made by the Seller in this Agreement or pursuant to it shall be deemed joint and several, except as otherwise expressly stated, and shall survive the Closing and any investigation at any time made by or on behalf of the Buyer.

Section 6.3 Construction.

This Agreement is being delivered and is intended to be performed in the States of Pennsylvania and Virginia, and shall be construed and enforced in accordance with the laws of these states.

Section 6.4 Entire Agreement and Modification.

This Agreement supersedes all prior agreements, whether written or oral, between the parties with respect to its subject matter and constitutes (along with the Schedules, Exhibits, and other documents delivered pursuant to this Agreement) a complete and exclusive statement of the terms of the agreement between the parties with respect to its subject matter. This Agreement may not be amended except by a written agreement signed by the party(ies) to be charged with the amendment.

Section 6.5 Execution of Agreement, Counterparts.

This Agreement may be executed in one or more counterparts, each of which will be deemed to be an original copy of this Agreement and all of which, when taken together, will be deemed to constitute one and the same agreement. A signed copy of this Agreement delivered by facsimile, e-mail, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.


IN WITNESS WHEREOF, the parties have duly executed this Agreement on the day
and year first above mentioned.

BUYER:

ESS SOLUTIONS, LLC


By: _____
M. Sujay Kanth, Managing Member

SELLER:



Stephen Mark Wilson