

697842

CT CORPORATION SYSTEM

CORPORATION(S) NAME

2002 AUG 29 PM 12:44
FILED
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

- 1) Fleet Finance & Mortgage, Inc. (FL) Merging into: Fleet Home Equity USA, Inc. (FL)
2) Fleet Home Equity USA, Inc. (FL) Merging into: Fleet Home Equity USA, Inc. (FL)
3) Fleet Home Equity USA, Inc. (FL) Merging into: Fleet Home Equity U
4) Fleet Home Equity USA, Inc. (FL) Merging into: Fleet Home Equity USA, Inc. (FL)

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*****70.00 *****70.00

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| <input type="checkbox"/> Profit | <input type="checkbox"/> Amendment | <input checked="" type="checkbox"/> Merger |
| <input type="checkbox"/> Nonprofit | | |
| <input type="checkbox"/> Foreign | <input type="checkbox"/> Dissolution/Withdrawal | <input type="checkbox"/> Mark |
| | <input type="checkbox"/> Reinstatement | |
| <input type="checkbox"/> Limited Partnership | <input type="checkbox"/> Annual Report | <input type="checkbox"/> Other |
| <input type="checkbox"/> LLC | <input type="checkbox"/> Name Registration | <input type="checkbox"/> Change of RA |
| | <input type="checkbox"/> Fictitious Name | <input type="checkbox"/> UCC |
| <input type="checkbox"/> Certified Copy | <input type="checkbox"/> Photocopies | <input type="checkbox"/> CUS |
| <input type="checkbox"/> Call When Ready | <input type="checkbox"/> Call If Problem | <input type="checkbox"/> After 4:30 |
| <input checked="" type="checkbox"/> Walk In | <input type="checkbox"/> Will Wait | <input checked="" type="checkbox"/> Pick Up |
| <input type="checkbox"/> Mail Out | | |

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Name _____
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Examiner _____
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Verifier _____
W.P. Verifier _____

8/29/02

Order#: 5562447

C. Coulllette AUG 29 2002

Ref#: _____

Amount: \$ _____

EFFECTIVE DATE
08-31-02

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

Second
FILE

ARTICLES OF MERGER
Merger Sheet

MERGING:

FLEET HOME EQUITY USA, INC., a Florida corporation, 697842

INTO

FLEET HOME EQUITY USA, INC., a Delaware entity not qualified in Florida.

File date: August 29, 2002, effective August 31, 2002

Corporate Specialist: Cheryl Coulliette

ARTICLES OF MERGER
OF
FLEET HOME EQUITY USA, INC.
(a Florida corporation)
AND
FLEET HOME EQUITY USA, INC.
(a Delaware corporation)

FILED
2002 AUG 29 PM 12:44
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

To the Department of State
State of Florida


Pursuant to the provisions of the Florida Business Corporation Act, the domestic business corporation and the foreign business corporation herein named do hereby submit the following articles of merger.

1. Annexed hereto and made a part hereof is the Plan of Merger for merging Fleet Home Equity USA, Inc., a Florida corporation, with and into Fleet Home Equity USA, Inc., a Delaware corporation.
2. The shareholders of Fleet Home Equity USA, Inc., a Delaware corporation entitled to vote on the aforesaid Plan of Merger approved and adopted the Plan of Merger by written consent given by them on August 26, 2002 in accordance with the provisions of Section 607.0704 of the Florida Business Corporation Act.
3. The merger of Fleet Home Equity USA, Inc., a Florida corporation, with and into Fleet Home Equity USA, Inc., a Delaware corporation, is permitted by the laws of the jurisdiction of organization of Fleet Home Equity USA, Inc., a Delaware corporation, and has been authorized in compliance with said laws. The date of approval and adoption of the Plan of Merger by the shareholders of Fleet Home Equity USA, Inc. was August 26, 2002.
4. The effective time and date of the merger herein provided for in the State of Florida shall be 11:59 p.m. on August 31, 2002.

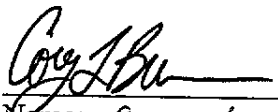
EFFECTIVE DATE
08-31-02

Executed on *August 26*, 2002.

FLEET HOME EQUITY USA, INC.
(a Florida corporation)

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

FLEET HOME EQUITY USA, INC.,
(a Delaware corporation)

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

AGREEMENT AND PLAN OF MERGER

AGREEMENT AND PLAN OF MERGER (hereinafter referred to as the "Agreement") dated as of the 26th day of August, 2002 between FLEET HOME EQUITY USA, INC., a Delaware corporation (hereinafter referred to as the "Surviving Corporation") and FLEET HOME EQUITY USA, INC., a Florida corporation (hereinafter referred to as the "Merged Corporation") (the Merged Corporation and the Surviving Corporation are hereinafter collectively referred to as the "Constituent Corporations").

W I T N E S S E T H:

WHEREAS, the Surviving Corporation is duly organized and existing under the laws of the State of Delaware; and

WHEREAS, the Surviving Corporation has an authorized capital stock consisting of 1,000 shares of common stock, no par value, of which 60 shares have been duly issued and are now outstanding; and

WHEREAS, the Merged Corporation is duly organized and existing under the laws of the State of Florida; and

WHEREAS, the Merged Corporation has an authorized capital stock consisting of 60 shares of common stock, no par value, of which 60 shares have been duly issued and are now outstanding; and

WHEREAS, the respective Directors of the Constituent Corporations deem it advisable and in the best interests of the two corporate parties and their respective shareholders that the Merged Corporation be merged into the Surviving Corporation.

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

Section 1. The Merger.

The Merged Corporation shall merge with and into the Surviving Corporation at 11:59 p.m. on August 31, 2002 (the "Effective Date"). Subject to the terms and conditions set forth herein, on the Effective Date, the Merged Corporation shall be merged with and into the Surviving Corporation (the "Merger"), whereupon the separate existence of the Merged Corporation shall cease and the Surviving Corporation will be the surviving corporation of the Merger.

Section 2. Terms and Conditions.

On the Effective Date, the Surviving Corporation shall succeed to all the rights, privileges, immunities, licenses and franchises, and all the property, real, personal and mixed, of

the Merged Corporation, without the necessity for any separate transfers. The Surviving Corporation shall thereafter be responsible and liable for all liabilities and obligations of the Merged Corporation, and neither the rights of creditors nor any liens on the property of the Merged Corporation 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 the Merged Corporation shall be continued in and merged into the Surviving Corporation and the Surviving Corporation shall be fully vested therewith.

Section 3. Conversion of Shares.

The manner and basis of converting the shares of the Merged Corporation into shares of the Surviving Corporation are as follows:

(a) Each share of common stock of the Merged Corporation issued and outstanding immediately prior to the Merger shall be canceled as of the Effective Date, and no payment shall be made with respect thereto.

(b) Each share of common stock of the Surviving Corporation issued and outstanding immediately prior to the Merger shall remain issued and outstanding following the Effective Date.

Section 4. Certificate of Incorporation.

The Certificate of Incorporation of the Surviving Corporation in effect immediately prior to the Effective Date shall continue to be the Certificate of Incorporation of said Surviving Corporation following the Effective Date, until further amended and changed pursuant to the provisions of the General Corporation Laws of the State of Delaware.

Section 5. Bylaws of Surviving Corporation.

The Bylaws of the Surviving Corporation in effect immediately prior to the Effective Date shall continue to be its Bylaws following the Effective Date.

Section 6. Purposes of Surviving Corporation.

The purposes set forth in the Certificate of Incorporation of the Surviving Corporation in effect immediately prior to the Effective Date shall continue in full force and effect as the corporate purposes of the Surviving Corporation following the Effective Date.

Section 7. Directors and Officers.

The persons who are the directors and officers of the Surviving Corporation immediately prior to the Effective Date shall on and after the Effective Date continue to be and remain the

directors and officers of the Surviving Corporation following the Merger for the full and unexpired terms of their offices and until their respective successors have been elected and appointed.

Section 8. Approval of Shareholders.

This Agreement was approved by the directors and the sole shareholder of the Merged Corporation in accordance with the provisions of Chapter 607.1103 of the Florida Business Corporation Act and by the directors and the sole shareholder of the Surviving Corporation pursuant to Section 252 of the General Corporation Law of the State of Delaware.

Section 9. 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 10. Governing Law.

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

Section 11. 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.

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IN WITNESS WHEREOF, each of the corporate parties hereto, pursuant to authority duly granted by the respective Directors of the Constituent Corporations, has caused this Agreement to be executed by its respective authorized officer as of the day and year first above written.

ATTEST:

FLEET HOME EQUITY USA, INC.,
a Delaware corporation

By: *Dennis R. Schacht*
Its: *Assistant Secretary*

By: *Cory L. B...*
Title: *Senior Vice President*

ATTEST:

FLEET HOME EQUITY USA, INC.,
a Florida corporation --

By: *Dennis R. Schacht*
Its: *Assistant Secretary*

By: *Cory L. B...*
Title: *Senior Vice President*