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TALLAHASSEE, FLORIDA

**ARTICLES OF MERGER  
OF TRI-STATE FUNDING, L.L.C.,  
A FLORIDA LIMITED LIABILITY COMPANY  
INTO  
TRI-STATE FUNDING OF FLORIDA, LLLP,  
A FLORIDA LIMITED LIABILITY LIMITED PARTNERSHIP**

Pursuant to the provisions of Sections 608.438, et. seq. and 620.201 et. seq. of the Florida Statutes, the undersigned entities adopt the following Articles of Merger for the purpose of merging TRI-STATE FUNDING, LLC, a Florida limited liability company ("Tri-State LLC") into TRI-STATE FUNDING OF FLORIDA, LLLP, a Florida limited liability limited partnership ("Tri-State LLLP").

1. The Plan of Merger was adopted by the members, managers and general partner of each of the undersigned entities in the manner prescribed by the Florida Limited Liability Company Act and the Florida Revised Uniform Limited Partnership Act, as applicable. The Plan of Merger is attached to these Articles of Merger as **Exhibit "A"** and incorporated by reference herein. The effective date of the Plan of Merger is January 1, 2005.

2. The dates of adoption of the Plan of Merger by the members, managers and general partner of the undersigned entities were:

Name of Entity

Date

Tri-State Funding, L.L.C.,  
a Florida limited liability company

L04000032150

December 26, 2004

Tri-Sate Funding of Florida, LLLP,  
a Florida limited liability limited  
partnership

December 26, 2004

3. All of the members and managers of Tri-State LLC voted in favor of the

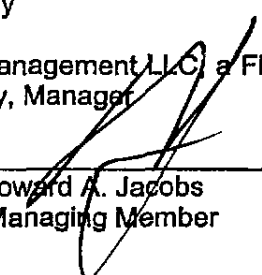
merger and such votes were sufficient for approval. The sole general partner of Tri-State LLLP voted in favor of the merger and such votes were sufficient for approval.

4. The name of the surviving entity following the merger shall be "Tri-State Funding, LLLP".

DATED: 12/29, 2004.

TRI-STATE FUNDING, LLC, a Florida limited liability company

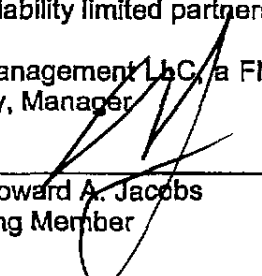
By: Beverly Management LLC, a Florida limited liability company, Manager

By:   
Howard A. Jacobs  
As its: Managing Member

"Tri-State LLC"

TRI-STATE FUNDING OF FLORIDA, LLLP, a Florida limited liability limited partnership

By: Beverly Management LLC, a Florida limited liability company, Manager

By:   
Howard A. Jacobs  
As its: Managing Member

"Tri-State LLLP"

**EXHIBIT "A"**  
**PLAN OF MERGER**

THIS PLAN OF MERGER dated December 26, 2004, by and between TRI-STATE FUNDING OF FLORIDA, LLLP, a Florida limited liability limited partnership (hereinafter referred to as "Tri-State LLLP" or "Surviving Company"), and TRI-STATE FUNDING, LLC, a Florida limited liability company (hereinafter referred to as "Tri-State LLC" or "Absorbed Company").

WITNESSETH:

WHEREAS, Tri-State LLLP is a limited liability limited partnership organized and existing under the laws of the State of Florida with its principal office at 4449 Bay Shore Road, Sarasota, Florida 34234; and

WHEREAS, Tri-State LLLP has one hundred (100) partnership units currently issued and outstanding; and

WHEREAS, Tri-State LLC is a limited liability company organized and existing under the laws of the State of Florida, with its principal office at 1819 Main Street, Suite 610, Sarasota, Florida 34236; and

WHEREAS, Tri-State LLC has one hundred (100) membership interest units currently issued and outstanding; and

WHEREAS, the members, managers and general partner of the constituent entities deem it desirable and in the best interest of the entities and their members/partners that Tri-State LLC be merged into Tri-State LLLP pursuant to the provisions of Sections 608.438, et. seq. and 620.201 et. seq. of the Florida Statutes.

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

**SECTION ONE - MERGER**

Effective January 1, 2005, Tri-State LLC shall merge with and into Tri-State LLLP, which will be the Surviving Company. The name of the Surviving Company shall be Tri-State Funding, LLLP, a Florida limited liability limited partnership.

**SECTION TWO - TERMS AND CONDITIONS**

On the effective date of the merger, the separate existence of the Absorbed Company shall cease, and the Surviving Company shall succeed to all the rights, privileges, immunities and franchises, and all of the property, real, personal and mixed of the Absorbed Company, without the necessity for any separate transfer. The Surviving Company shall thereafter be responsible and liable for all liabilities and obligations of the Absorbed Company, and neither the rights of creditors nor any liens on the property of the Absorbed Company shall be impaired by this merger.

**SECTION THREE - CONVERSION OF INTERESTS**

Upon the effective date of the Merger, each issued and outstanding membership interest unit of the Absorbed Company shall be converted into one (1) partnership interest unit of the Surviving Company.

**SECTION FOUR - STATUS UNDER THE INTERNAL REVENUE CODE**

The Surviving Company will continue to be treated as a partnership under the Internal Revenue Code of 1986, as amended. When the Absorbed Company, a Florida limited liability company, shall cease on the effective date of the merger, the taxable year of the Absorbed Company will end.

**SECTION FIVE - CHANGES IN CERTIFICATE AND AFFIDAVIT**

The Affidavit and Certificate of Limited Partnership of the Surviving Company shall continue to be the same following the effective date of the merger.

**SECTION SIX - CHANGES IN PARTNERSHIP AGREEMENT**

The Partnership Agreement of the Surviving Company shall continue to be its Partnership Agreement following the effective date of the merger.

**SECTION SEVEN – GENERAL PARTNERS**

The Surviving Company shall be managed by one or more general partners and such general partner(s) shall have the powers, duties and obligations as set forth in the Surviving Company's Partnership Agreement. The general partner is BEVERLY MANAGEMENT LLC  
4449 Bay Shore Road  
Sarasota, FL 34234

**SECTION EIGHT - APPROVAL BY MEMBERS, MANAGERS**

**AND GENERAL PARTNER**

This Plan of Merger shall be submitted for the approval of the members, managers and general partner of the constituent entities in the manner provided by the applicable laws of the State of Florida at meetings to be held on or before December 26, 2004, or at such other times as to which the members, managers and general partner of the constituent entities may agree.

**SECTION NINE - EFFECTIVE DATE OF MERGER**

The effective date of this merger shall be January 1, 2005.

**SECTION TEN - EXECUTION OF AGREEMENT**

This Plan of Merger may be executed in any number of counterparts and each such counterpart shall constitute an original instrument.

Date: 12/29, 2004.

TRI-STATE FUNDING, LLC, a Florida limited liability company

By: Beverly Management LLC, a Florida limited liability company, Manager

By: \_\_\_\_\_  
Howard A. Jacobs  
As its: Managing Member

"Tri-State LLC"

TRI-STATE FUNDING OF FLORIDA, LLLP, a Florida limited liability limited partnership

By: Beverly Management LLC, a Florida limited liability company, Manager

By: \_\_\_\_\_  
Howard A. Jacobs  
As its: Managing Member

"Tri-State LLLP"