

F04000007099

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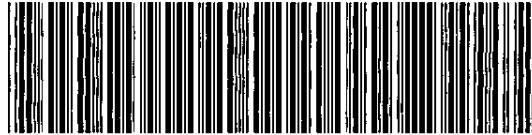
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SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

N/C

TB

2-10-09

## COVER LETTER

**TO:** Amendment Section  
Division of Corporations

**SUBJECT:** IRWIN BUSINESS FINANCE CORPORATION  
(Name of Corporation)

**DOCUMENT NUMBER:** F04000007099

The enclosed Amendment and fee are submitted for filing.

Please return all correspondence concerning this matter to the following:

HOPE ELLIOTT

(Name of Contact Person)

IRWIN FINANCIAL CORPORATION

(Firm/Company)

500 WASHINGTON STREET

(Address)

COLUMBUS, INDIANA 47021

(City/State and Zip Code)

For further information concerning this matter, please call:

HOPE ELLIOTT

(Name of Contact Person)

at ( 812 ) 376-1898

(Area Code & Daytime Telephone Number)

Enclosed is a check for the following amount:

☐

\$35.00 Filing Fee

☐

\$43.75 Filing Fee &  
Certificate of Status

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(Additional copy is  
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☐

\$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)**

F04000007099

(Document number of corporation (if known))

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TALLAHASSEE, FLORIDA  
SECRETARY OF STATE

1. IRWIN BUSINESS FINANCE CORPORATION  
(Name of corporation as it appears on the records of the Department of State)
2. INDIANA 3. 12/15/2004  
(Incorporated under laws of) (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? 7-1-05
5. IRWIN COMMERCIAL FINANCE CORPORATION, EQUIPMENT FINANCE  
(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.

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

Steven R. Schultz  
(Typed or printed name of person signing)

Secretary  
(Title of person signing)

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**State of Indiana  
Office of the Secretary of State**

**CERTIFICATE OF MERGER**

of

**IRWIN BUSINESS FINANCE CORPORATION**

I, TODD ROKITA, Secretary of State of Indiana, hereby certify that Articles of Merger of the above For-Profit Domestic Corporation have been presented to me at my office, accompanied by the fees prescribed by law and that the documentation presented conforms to law as prescribed by the provisions of the Indiana Business Corporation Law.

The following non-surviving entity(s):

**IRWIN COMMERCIAL FINANCE CORPORATION, EQUIPMENT FINANCE**  
a(n) For-Profit Domestic Corporation

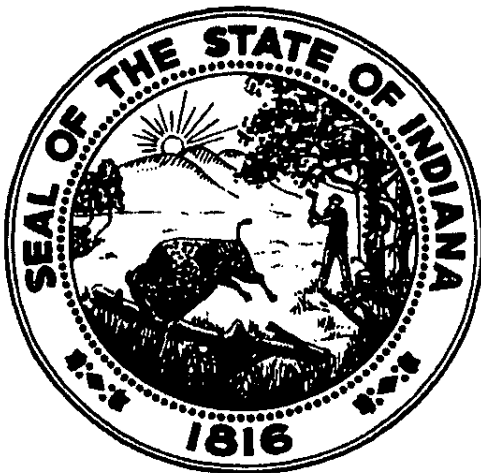
merged with and into the surviving entity:

**IRWIN BUSINESS FINANCE CORPORATION**

The name following said transaction will be:

**IRWIN COMMERCIAL FINANCE CORPORATION, EQUIPMENT FINANCE**

NOW, THEREFORE, with this document I certify that said transaction will become effective Friday, July 01, 2005.



In Witness Whereof, I have caused to be affixed my signature and the seal of the State of Indiana, at the City of Indianapolis, July 1, 2005.

A handwritten signature in black ink that reads "Todd Rokita".

TODD ROKITA,  
SECRETARY OF STATE

1999061771 / 2005070588197

Indiana Secretary of State  
Packet: 1999061771  
Filing Date: 07/01/2005  
Effective Date: 07/01/2005

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**ARTICLES OF MERGER**  
State Form 39036 (R7/1-03)  
Approved by State Board of Accounts, 1995

APPROVED  
AND  
FILED

INDIANA SECRETARY OF STATE

2005 JUL -1 AM 10:42

TODD ROKITA  
SECRETARY OF STATE  
CORPORATIONS DIVISION  
302 W. Washington Street, Rm. E018  
Indianapolis, IN 46204  
Telephone: (317) 232-8578

Indiana Code 23-1-40-1 et. seq.

FILING FEE: \$90.00

**INSTRUCTIONS:** Use 8 1/2" x 11" white paper for applications.  
Present original and one (1) copy to the address in upper right corner of this form.  
Please TYPE or PRINT.  
Please visit our office on the web at [www.sos.in.gov](http://www.sos.in.gov).

**ARTICLES OF MERGER / SHARE EXCHANGE  
OF**

Irwin Commercial Finance Corporation, Equipment Finance  
(hereinafter "the nonsurviving corporation(s)")

**INTO**

Irwin Business Finance Corporation  
(hereinafter "the surviving corporation")

**ARTICLE I - SURVIVING CORPORATION**

The name of the corporation surviving the merger is Irwin Commercial Finance Corporation, Equipment Finance  
and such name ☒ has ☐ has not (designate which) been changed as a result of the merger.

a. The surviving corporation is a domestic corporation existing pursuant to the provisions of the Indiana Business Corporation Law incorporated on June 28, 1999.

b. The surviving corporation is a foreign corporation incorporated under the laws of the State of \_\_\_\_\_ and ☐ qualified ☐ not qualified (designate which) to do business in Indiana.

If the surviving corporation is qualified to do business in Indiana, state the date of qualification: \_\_\_\_\_.  
(If Application for Certificate of Authority is filed concurrently herewith state "Upon approval of Application for Certificate of Authority".)

**ARTICLE II - NONSURVIVING CORPORATION (S)**

The name, state of incorporation, and date of incorporation or qualification (if applicable) respectively, of each Indiana domestic corporation and Indiana qualified foreign corporation, other than the survivor, which is party to the merger are as follows:

|                     |  |   |                         |
|---------------------|--|---|-------------------------|
| Name of Corporation | <u>Irwin Commercial Finance Corporation, Equipment Finance</u> |   |                         |
| State of Domicile   | <u>Indiana</u>   | Date of Incorporation or qualification in Indiana (if applicable) | <u>January 11, 2005</u> |
| Name of Corporation |  |   |                         |
| State of Domicile   |  |   |                         |
| Name of Corporation | <u>Indiana Secretary of State</u>                              |   |                         |
| State of Domicile   | <u>Packet: 1999061771</u>                                      |   |                         |
| State of Domicile   | <u>Filing Date: 07/01/2005</u>                                 | Date of Incorporation or qualification in Indiana (if applicable) |                         |
| State of Domicile   | <u>Effective Date: 07/01/2005</u>                              |   |                         |

**ARTICLE III - PLAN OF MERGER OR SHARE EXCHANGE**

The Plan of Merger or Share Exchange, containing such information as required by Indiana Code 23-1-40-1(b), is set forth in "Exhibit A", attached hereto and made a part hereof.

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Indiana Secretary of State

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Filing Date: 07/01/2005

Effective Date: 07/01/2005

**ARTICLE IV - MANNER OF ADOPTION AND VOTE OF SURVIVING CORPORATION (Must complete Section 1 or 2)**

☐ Shareholder vote not required.

The merger / share exchange was adopted by the incorporators or board of directors without shareholder action and shareholder action was not required.

☒ Vote of shareholders (Select either A or B)

The designation (i.e., common, preferred or any classification where different classes of stock exist), number of outstanding shares, number of votes entitled to be cast by each voting group entitled to vote separately on the merger / share exchange and the number of votes of each voting group represented at the meeting is set forth below:

A. Unanimous written consent executed on \_\_\_\_\_ 20\_\_\_\_ and signed by all shareholders entitled to vote.

B. Vote of shareholders during a meeting called by the Board of Directors.

|  | TOTAL   | A    | B      | C |
|--|---------|------|--------|---|
| DESIGNATION OF EACH VOTING GROUP (i.e. preferred and common) |         | Comm | Pre F. |   |
| NUMBER OF OUTSTANDING SHARES                                 | 17331   | 100  | 17231  |   |
| NUMBER OF VOTES ENTITLED TO BE CAST                          | 17331   | 100  | 17231  |   |
| NUMBER OF VOTES REPRESENTED AT MEETING                       | 17326.5 | 95.5 | 17231  |   |
| SHARES VOTED IN FAVOR  | 17326.5 | 95.5 | 17231  |   |
| SHARES VOTED AGAINST   | 0       | 0    | 0      |   |

**ARTICLE V - MANNER OF ADOPTION AND VOTE OF NONSURVIVING CORPORATION (Must complete Section 1 or 2)**

☐ Shareholder vote not required.

The merger / share exchange was adopted by the incorporators or board of directors without shareholder action and shareholder action was not required.

☐ Vote of shareholders (Select either A or B)

The designation (i.e., common, preferred or any classification where different classes of stock exist), number of outstanding shares, number of votes entitled to be cast by each voting group entitled to vote separately on the merger / share exchange and the number of votes of each voting group represented at the meeting is set forth below:

A. Unanimous written consent executed on June 20 20 05 and signed by all shareholders entitled to vote.

B. Vote of shareholders during a meeting called by the Board of Directors.

|  | TOTAL | A    | B | C |
|--|-------|------|---|---|
| DESIGNATION OF EACH VOTING GROUP (i.e. preferred and common) |       | C    | P |   |
| NUMBER OF OUTSTANDING SHARES                                 | 1000  | 1000 | 0 |   |
| NUMBER OF VOTES ENTITLED TO BE CAST                          | 1000  | 1000 | 0 |   |
| NUMBER OF VOTES REPRESENTED AT MEETING                       | 1000  | 1000 |   |   |
| SHARES VOTED IN FAVOR  | 1000  | 1000 |   |   |
| SHARES VOTED AGAINST   | 0     | 0    |   |   |

In Witness Whereof, the undersigned being the \_\_\_\_\_ Secretary \_\_\_\_\_ of the surviving

Officer or Chairman of Board

corporation executes these Articles of Merger / Share Exchange and verifies, subject to penalties of perjury that the statements contained

herein are true, this 30th day of June, 20 05.

Signature

*Matthew F. Souza*

Printed name

Matthew F. Souza

The Indiana Secretary of State filing office certifies that this copy is on file in this office.

**ARTICLES OF MERGER  
OF  
IRWIN COMMERCIAL FINANCE CORPORATION, EQUIPMENT FINANCE  
An Indiana corporation,  
INTO  
IRWIN BUSINESS FINANCE CORPORATION  
an Indiana corporation  
AND  
CHANGING ITS NAME TO  
IRWIN COMMERCIAL FINANCE CORPORATION, EQUIPMENT FINANCE**

The undersigned, **Irwin Business Finance Corporation**, an Indiana corporation (the "Surviving Corporation"), in compliance with the requirements of the Indiana Business Corporation Law (the "Indiana Act") and desiring to effect a merger of **Irwin Commercial Finance Corporation, Equipment Finance**, an Indiana corporation (the "Merging Corporation"), into the Surviving Corporation, and acting by its duly authorized officer, hereby sets forth the following facts:

**ARTICLE I  
Surviving Corporation and Name Change**

A. The name of the corporation surviving the merger is **Irwin Business Finance Corporation**; provided that its name shall be changed as a result of the merger to "Irwin Commercial Finance Corporation, Equipment Finance" as provided in Article II, Section 2.01 of the Plan (as defined below) attached as Exhibit A hereto.

B. The Surviving Corporation is an Indiana corporation organized and existing pursuant to the provisions of the Indiana Act.

**ARTICLE II  
Merging Corporation**

A. The name of the corporation merging into the Surviving Corporation is **Irwin Commercial Finance Corporation, Equipment Finance**.

B. The Merging Corporation is an Indiana corporation organized and existing pursuant to the provisions of the Indiana Act.

**ARTICLE III  
Plan of Merger**

The Agreement and Plan of Merger of the Merging Corporation into the Surviving Corporation (the "Plan") is set forth as Exhibit A to these Articles of Merger.

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Filing Date: 07/01/2005  
Effective Date: 07/01/2005

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**ARTICLE IV**  
**Effective Time**

Pursuant to IND. CODE § 23-1-40-5(b) and the terms of the Plan, the Merger shall be effective upon the date and time upon which the Articles of Merger are approved by the Indiana Secretary of State.

**ARTICLE V**  
**Manner of Adoption and Vote**

A. **Action by the Surviving Corporation:**

1. **Approval by the Board of Directors:** By written consent dated as of June 20, 2005, the Board of Directors of the Surviving Corporation adopted resolutions (a) approving the Plan, (b) recommending the Plan to the shareholders of the Surviving Corporation and (c) subject to approval by such shareholders, authorizing the execution of the Plan by the officers of the Surviving Corporation, for and on its behalf.
2. **Approval by the Shareholder:** The Plan was adopted and approved by the shareholders of the Surviving Corporation at a duly called special meeting of such shareholders held on June 30, 2005 at which a quorum was present throughout. The designation, number of outstanding shares, number of votes entitled to be cast by each voting group entitled to vote separately on the merger, and number of shares voted for and against the merger are set forth below.

| <b>Voting Group:</b>                             | <b><u>Common</u></b> | <b><u>Preferred</u></b> | <b><u>Total</u></b> |
|--|----------------------|-------------------------|---------------------|
| <b>Number of Outstanding Shares:</b>             | 100                  | 17,231                  | 17,331              |
| <b>Number of votes entitled to be cast:</b>      | 100                  | 17,231                  | 17,331              |
| <b>Number of votes indisputably represented:</b> | 95.5                 | 17,231                  | 17,326.5            |
| <b>Number of votes cast for the Merger:</b>      | 95.5                 | 17,231                  | 17,326.5            |
| <b>Number of votes cast against:</b>             | 0                    | 0                       | 0                   |

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Effective Date: 07/01/2005



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The number of votes cast for the Plan of Merger by shareholders of the Surviving Corporation is sufficient for the approval thereof by each applicable voting group.

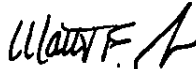
B. Action by the Merging Corporation:

1. Approval by the Board of Directors: By written consent dated as of June 20, 2005, the Board of Directors of the Surviving Corporation adopted resolutions approving the Plan, and authorizing the execution of the Plan by the officers of the Surviving Corporation, for and on its behalf.
2. Approval by the Shareholder: By written consent dated as of June 20, 2005, the sole shareholder of the Surviving Corporation approved the Plan.

C. Compliance with Legal Requirements: The manner of the adoption of the Plan, and the vote by which it was adopted, constitute full legal compliance with the provisions of the Indiana Act, the Articles of Incorporation and the Code of By-Laws of the Constituent Corporations.

**IN WITNESS WHEREOF**, the undersigned officer of the Surviving Corporation, executes these Articles of Merger and verifies, subject to penalties of perjury that the statements contained herein are true, this 30th day of June, 2005.

**IRWIN BUSINESS FINANCE CORPORATION**



Matthew F. Souza, Secretary

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**Exhibit A**

**AGREEMENT AND PLAN OF MERGER  
OF  
IRWIN COMMERCIAL FINANCE CORPORATION, EQUIPMENT FINANCE  
INTO  
IRWIN BUSINESS FINANCE CORPORATION**

THIS AGREEMENT AND PLAN OF MERGER (this "Merger Agreement") dated as of this 30th day of June, 2005, is by and between IRWIN BUSINESS FINANCE CORPORATION, an Indiana corporation ("IBFC" or the "Surviving Corporation"), and IRWIN COMMERCIAL FINANCE CORPORATION, EQUIPMENT FINANCE, an Indiana corporation (the "Merging Corporation") (collectively, the "Constituent Corporations") pursuant to and in accordance with the provisions of the Indiana Business Corporation Law (the "Indiana Act") and this Merger Agreement.

**RECITALS**

**WHEREAS**, IBFC is a corporation duly organized and validly existing under the laws of the State of Indiana;

**WHEREAS**, the Merging Corporation is a corporation duly organized and validly existing under the laws of the State of Indiana;

**WHEREAS**, IBFC has 1,000 authorized shares of common stock with a par value of \$1.00 per share and 50,000 authorized shares of preferred stock of no par value, of which 100 shares of common stock and 17,231 shares of preferred stock are presently issued and outstanding

**WHEREAS**, the Merging Corporation has 1,000 authorized shares of common stock with a par value of \$1.00 per share and 50,000 authorized shares of preferred stock of no par value, of which 100 shares of common stock and no shares of preferred stock are presently issued and outstanding.

**WHEREAS**, the Constituent Corporations believe that a merger will enable the development of the "Irwin Commercial Finance" brand using consistent corporate and trade names due to the change of the name of the Surviving Corporation and will allow Irwin Commercial Finance Corporation, as the majority owner of IBFC and the sole owner of Merging Corporation, to replace minority interests in its subsidiaries by offering alternative forms of long-term incentive compensation for its senior executives which represents an improvement from a regulatory compliance and financial reporting viewpoint.

**WHEREAS**, the Board of Directors of the Constituent Corporations have determined that it is advisable and in the best interests of the Constituent

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Corporations that the Merging Corporation be merged with and into the Surviving Corporation upon the terms and subject to the conditions set forth in this Merger Agreement and in accordance with the laws of the respective jurisdictions of the Constituent Corporations; and

**WHEREAS**, the shareholders of the Constituent Corporations have approved and adopted this Merger Agreement as required by the Indiana Act.

**NOW, THEREFORE**, in consideration of the foregoing and for the purpose of setting forth the terms, conditions and method of effecting the Merger (as defined below), the parties hereby agree as follows:

## **ARTICLE I**

### **The Merger and Its Effective Time**

**Section 1.01. The Merger.** The Merging Corporation and IBFC shall be merged into a single corporation in accordance with the applicable laws of the respective jurisdictions of the Constituent Corporations (the "Merger").

**Section 1.02. Effective Time.** The effective date of the Merger shall be such date and time upon which the Articles of Merger are approved by the Indiana Secretary of State (the "Effective Time")

**Section 1.03. Survival of the Merger and Name Change.** At the Effective Time, the separate existence of the Merging Corporation shall cease. IBFC shall survive the Merger as the Surviving Corporation and continue to be an Indiana corporation and its name shall be changed to **Irwin Commercial Finance Corporation, Equipment Finance** as a result of the merger.

## **ARTICLE II**

### **Articles of Incorporation and By-Laws**

**Section 2.01. Articles of Incorporation.** On and after the Effective Time, the Articles of Incorporation of IBFC, as in effect immediately prior to the Effective Time, shall constitute the Articles of Incorporation of the Surviving Corporation (the "**Surviving Articles**"), and shall not be amended in any respect by reason of this Merger Agreement except that the title of the Surviving Articles shall be amended to read "Articles of Incorporation of Irwin Commercial Finance Corporation, Equipment Finance" and Article I of the Surviving Articles shall be amended to read as follows:

The name of the corporation is **Irwin Commercial Finance Corporation, Equipment Finance** (the "Corporation").

(subject always to the right of the Surviving Corporation to amend the Surviving Articles in accordance with the laws of the State of Indiana and the Surviving Articles).

**Section 2.02. Code of By-Laws.** On and after the Effective Time, the Code of By-Laws of IBFC, as in effect immediately prior to the Effective Time, shall constitute the Code of By-

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Laws of the Surviving Corporation (the "**Surviving By-Laws**"), and shall not be amended in any respect by reason of this Merger Agreement except that the title of the Surviving By-Laws shall be amended to read "Restated By-Laws of Irwin Commercial Finance Corporation, Equipment Finance" and the first sentence of Article I, Section 1 of the Surviving By-Laws shall be amended to read as follows:

The name of the corporation is **Irwin Commercial Finance Corporation, Equipment Finance** (the "Corporation").

(subject always to the right of the Surviving Corporation to alter, amend or repeal the Surviving By-Laws in accordance with the laws of the State of Indiana, the Surviving Articles and the Surviving By-Laws).

### **ARTICLE III** **Directors and Officers**

**Section 3.01. Directors and Officers.** On and after the Effective Time, the Board of Directors and officers of IBFC in office immediately prior to the Effective Time shall continue in office as the Board of Directors and officers of the Surviving Corporation, each to hold office subject to the Surviving Articles and Surviving By-Laws and the laws of the State of Indiana as to the term and removal of directors and officers.

### **ARTICLE IV** **Manner of Converting and Canceling Stock**

**Section 4.01. Conversion and Cancellation of Issued Shares of Common Stock of Surviving Corporation.** At the Effective Time, by virtue of the Merger and without any further action on the part of the Constituent Corporations, or their respective shareholders:

(a) Each share of common stock of IBFC issued and outstanding immediately prior to the Effective Time (the "**Shares**") (other than any shares to be canceled pursuant to Section 4.01(b) and any Dissenting Shares as defined in Section 4.03) shall be canceled and for each five (5) of such Shares there shall be issued one (1) share ("**Exchange Ratio**") of common stock, par value \$1.00 per share, of the Surviving Corporation and cash in lieu of fractional shares as set forth in Section 4.05, payable, without interest, to the holder of such Shares (the "**Merger Consideration**"), upon surrender, in the manner provided in Section 4.04, of the certificate that formerly evidenced such Shares. If, prior to the Effective Time, IBFC should split or combine its Shares, or pay a stock dividend or other stock distribution in, or in exchange for, Shares, or engage in any similar transaction, the Exchange Ratio will be appropriately adjusted to reflect such split, combination, dividend, exchange or other distribution or similar transaction. Each Dissenting Share shall not be converted into the right to receive any shares of Surviving Corporation and shall only have the rights described in Section 4.03.

(b) Each share of preferred stock with no par value of IBFC issued and outstanding immediately prior to the Effective Time shall be converted into and exchanged for one (1) duly authorized, validly issued, fully paid and nonassessable share of preferred stock with no par value of the Surviving Corporation.

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Section 4.02. Cancellation of Stock of Merging Corporation. Each share of common stock par value \$1.00 and each share of preferred stock with no par value of Merging Corporation issued and outstanding immediately prior to the Effective Time, as well as each share of authorized common and authorized preferred stock of Merging Corporation held in the treasury of the Merging Corporation immediately prior to the Effective Time shall be canceled and retired automatically by operation of law without any conversion thereof and shall cease to exist, and no payment or distribution shall be made with respect thereto.

Section 4.03. Dissenting Shares. Notwithstanding any provision of this Agreement to the contrary, Shares which are held by shareholders who shall have not voted such Shares in favor of the Merger and who shall have properly asserted dissenters' rights for such Shares in accordance with Chapter 44 of the Indiana Act (collectively, the "**Dissenting Shares**") shall not be converted into or represent the right to receive any shares of common stock of Surviving Corporation. Such shareholders shall be entitled only to such rights as are granted by the provisions of such Chapter 44, except that all Dissenting Shares held by shareholders who shall have failed to perfect or who effectively shall have withdrawn or lost their rights to demand payment for such Dissenting Shares under such Chapter 44 shall thereupon be deemed to have been converted into and to have become exchangeable for, as of the Effective Time, the right to receive common stock of the Surviving Corporation under Section 4.01, without any interest thereon, upon surrender, in the manner provided in Section 4.04, of the certificate or certificates that formerly evidenced such Shares.

Section 4.04. Exchange of Shares.

(a) As soon as reasonably practicable (and in any event within 10 business days) after the Effective Time, the Surviving Corporation shall cause to be mailed to each person who was, at the Effective Time, a holder of record of Shares entitled to receive shares of Surviving Corporation pursuant to Section 4.01 a form of letter of transmittal (which shall specify that delivery shall be effected, and risk of loss and title to the certificates evidencing such Shares (the "**Certificates**") shall pass, only upon proper delivery of the Certificates to the Surviving Corporation) and instructions for use in effecting the surrender of the Certificates pursuant to such letter of transmittal. Upon surrender to the Surviving Corporation of a Certificate, together with such letter of transmittal, duly completed and validly executed in accordance with the instructions thereto, and such other documents as may be required pursuant to such instructions, the holder of such Certificate shall be entitled to receive in exchange therefore such shares of stock of the Surviving Corporation, and any cash in lieu of fractional shares, which such holder has the right to receive pursuant to the provisions of this Article IV, and such Certificate shall then be canceled. No interest shall accrue or be paid on amounts payable upon the surrender of any Certificate for the benefit of the holder of such Certificate. If delivery of stock of the Surviving Corporation is to be made to a person other than the person in whose name the surrendered Certificate is registered on the stock transfer books of the Company, it shall be a condition of payment that the Certificate so surrendered shall be endorsed properly or otherwise be in proper form for transfer and that the person requesting such transfer shall have paid all transfer and other taxes required by reason of the delivery of stock of Surviving Corporation to a person other than the registered holder of the Certificate surrendered or shall have established to

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the satisfaction of Surviving Corporation that such taxes either have been paid or are not applicable.

(b) In the event that any Certificate shall have been lost, stolen or destroyed, upon the making of an affidavit of that fact by the person claiming such Certificate to be lost, stolen or destroyed, the Surviving Corporation will issue or cause to be issued in exchange for such lost, stolen or destroyed Certificate the number of whole shares of stock of the Surviving Corporation and cash in lieu of fractional shares into which the shares are converted in the Merger in accordance with this Article IV. When authorizing such issuance in exchange therefore, the Surviving Corporation may, in its discretion and as a condition precedent to the issuance thereof, require the owner of such lost, stolen or destroyed Certificate to give Surviving Corporation a bond in such reasonable sum as it may direct as indemnity, or such other form of indemnity, as the Surviving Corporation shall reasonably direct, against any claim that may be made against Surviving Corporation with respect to the Certificate alleged to have been lost, stolen or destroyed. Subject to the preceding sentence, no dividends that are declared on shares of stock of the Surviving Corporation after the Effective Time will be paid to persons entitled to receive certificates representing shares of stock of Surviving Corporation until such persons surrender their Certificates. Upon such surrender, there shall be paid to the person in whose name the certificates representing such shares of stock of Surviving Corporation shall be issued, any dividends which shall have become payable with respect to such shares of stock of Surviving Corporation between the Effective Time and the time of such surrender.

(c) The Surviving Corporation shall be entitled to deduct and withhold from the Merger Consideration otherwise payable pursuant to this Agreement to any holder of Shares such taxes and other amounts as it is required to deduct and withhold with respect to the making of such payment under the Code, and the rules and regulations promulgated thereunder, and pursuant to the applicable provisions of state, local and foreign tax laws. To the extent that amounts are so deducted, withheld and paid to the applicable taxing authority by the Surviving Corporation, such deducted, withheld and paid amounts shall be treated for all purposes of this Agreement as having been paid to the holder of the Shares as the case may be, in respect of which such deduction, withholding and payment was made by the Surviving Corporation.

**Section 4.05. No Fractional Shares.** No fractional shares of stock of the Surviving Corporation shall be issued pursuant to the Merger. In lieu of the issuance of any such fractional share of stock of Surviving Corporation pursuant to Article IV, cash will be paid to each holder in respect of any fractional share of stock of Surviving Corporation that would otherwise be issuable to such holder (after taking into account all the certificates representing Shares delivered by such holder). The amount of such adjustment shall be the product of such fraction of a share of stock of Surviving Corporation to which the holder would otherwise be entitled multiplied by \$1, representing an amount in excess of the independently appraised value of a Share as of the most recent fiscal year end.

The Indiana Secretary of State filing office certifies that this copy is on file in this office.

Indiana Secretary of State  
Packet: 1999061771  
Filing Date: 07/01/2005  
Effective Date: 07/01/2005

**ARTICLE V**  
**Succession of Rights and Liabilities; and Corporate Acts**

**Section 5.01. Rights.** From and after the Effective Time, the Surviving Corporation shall, without further transfer, succeed to and thereafter possess and enjoy all of the public or private rights, privileges, immunities and franchises, and be subject to all of the public and private restrictions, liabilities and duties, of each of the Constituent Corporations; all property (real, personal and mixed) of, all debts (on whatever account) due to, and all things in action and each and every other interest of or belonging or due to, each of the Constituent Corporations shall be taken by and deemed to be transferred to and vested in the Surviving Corporation without further act, deed or other instrument; and the title to any real estate or any interest therein, vested by deed or otherwise in either of the Constituent Corporations, shall not revert or be in any way impaired by reason of the Merger.

**Section 5.02. Liabilities.** From and after the Effective Time, all rights of creditors and all liens (if any) upon the property of either of the Constituent Corporations shall be preserved unimpaired by the Merger; all debts, liabilities, obligations and duties (collectively, "Obligations") of either of the Constituent Corporations shall become the responsibility and liability of the Surviving Corporation and may be enforced against it to the same extent as if such Obligations had been incurred or contracted by it; and any claim existing or action or proceeding pending by or against either of the Constituent Corporations may be prosecuted to judgment as if the Merger had not taken place, or the Surviving Corporation may be substituted in the place of the Merging Corporation in such action or proceeding.

**Section 5.03. Corporate Acts.** From and after the Effective Time, all corporate acts, plans, policies, arrangements, approvals and authorizations (collectively, "Corporate Acts") of the Constituent Corporations, their Board of Directors, officers, employees and agents that were valid and effective immediately prior to the Effective Time shall be taken for all purposes as the Corporate Acts of the Surviving Corporation.

**ARTICLE VIII**  
**Further Documents**

**Section 8.01. Further Documents.** If at any time prior to the Effective Time IBFC shall consider or be advised that any further assignment, conveyance, assurance or other action is necessary or desirable to vest in the Surviving Corporation the title to any property or right of the Merging Corporation or otherwise to carry out the purposes of the Merger, the proper officers and directors of the Merging Corporation shall execute and make all such proper assignments or assurances and take such other actions; and the Board of Directors and the proper officers of the Surviving Corporation are hereby authorized, in the name and on behalf of the Merging Corporation or otherwise, to do any of the foregoing.

**Section 8.02. Filing of Documents.** As soon as practicable after the date hereof, IBFC shall deliver to the Secretary of State of the State of Indiana, the appropriate copies of this Merger Agreement, the Articles of Merger, and all other filings, documents, or recordings as may be required by the Indiana Act.

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Packet: 1999061771  
Filing Date: 07/01/2005  
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**ARTICLE IX**  
**Miscellaneous**

**Section 9.01. Expenses of Merger.** The Surviving Corporation shall pay all unpaid expenses of accomplishing the Merger and otherwise effecting the transactions contemplated by this Merger Agreement.

**Section 9.02. Governing Law.** This Agreement shall be governed by, and construed in accordance with, the laws of the State of Indiana applicable to contracts executed in and to be performed in that State. All actions and proceedings arising out of or relating to this Agreement shall be heard and determined in any Indiana state or federal court thereof. The parties hereto hereby: (a) submit to the exclusive jurisdiction of any state or federal court sitting in the State of Indiana for the purpose of any Action arising out of or relating to this Agreement brought by any party hereto and (b) irrevocably waive, and agree not to assert by way of motion, defense, or otherwise, in any such Action, any claim that it is not subject personally to the jurisdiction of the above-named courts, that its property is exempt or immune from attachment or execution, that the Action is brought in an inconvenient forum, that the venue of the Action is improper, or that this Agreement or the Transactions may not be enforced in or by any of the above-named courts.

**Section 9.03. Entire Agreement; Assignment.** This Merger Agreement constitutes the entire agreement among the parties with respect to the subject matter hereof and supersedes all prior agreements and undertakings, both written and oral, among the parties, or any of them, with respect to the subject matter hereof. This Merger Agreement shall not be assigned (whether pursuant to a merger, by operation of Law or otherwise), without the unanimous consent of the Constituent Corporations; provided, that no such assignment shall relieve the assigning party of its obligations hereunder if such assignee does not perform such obligations.

**Section 9.04. Parties in Interest.** This Merger Agreement shall be binding upon and inure solely to the benefit of each party hereto, and nothing in this Merger Agreement, express or implied, is intended to or shall confer upon any other person any right, benefit or remedy of any nature whatsoever under or by reason of this Agreement.

**Section 9.05. Counterparts.** This Merger Agreement may be executed in any number of counterparts, each of which shall be an original, but all of which together shall constitute but one and the same Agreement.

**Section 9.06. Captions.** The captions and headings in this Merger Agreement have been included for convenience of reference only, are not an integral part of this Agreement, and shall not be considered in the interpretation of any part of this Merger Agreement.

[signature page immediately follows]



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Effective Date: 07/01/2005

**IN WITNESS WHEREOF**, the Surviving Corporation and the Merging Corporation have caused this Agreement and Plan of Merger to be signed as of the date and year first above written.

**IBFC**

IRWIN BUSINESS FINANCE CORPORATION

**MERGING CORPORATION**

IRWIN COMMERCIAL FINANCE  
CORPORATION, EQUIPMENT FINANCE

By: Matthew F. Souza

Printed: Matthew F. Souza  
Its: Secretary

By: Matthew F. Souza

Printed: Matthew F. Souza  
Its: Secretary

The Indiana Secretary of State filing office certifies that this copy is on file in this office.

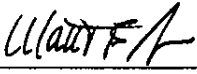
**CONSENT TO USE OF  
INDISTINGUISHABLE NAME**

**June 30, 2005**

RECEIVED  
INDIANA SECRETARY  
OF STATE  
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Pursuant to INDIANA CODE §§ 23-1-23-1(c) and (d), **Irwin Commercial Finance Corporation**, a corporation organized under the laws of the State of Indiana, hereby consents to: (1) the incorporation of an Indiana corporation with the name "Irwin Commercial Finance Corporation, Equipment Finance," (2) to the use of such name by such corporation, and (3) to the use of such name by Irwin Business Finance Corporation following its merger with such corporation.

**IRWIN COMMERCIAL FINANCE CORPORATION**

By:   
Name: Matthew F. Souza  
Its: Secretary

Indiana Secretary of State  
Packet: 1999061771  
Filing Date: 07/01/2005  
Effective Date: 07/01/2005

KAL IBF consent to use indistinguishable name



*One Robert*  
Secretary of State

State of Indiana  
Office of the Secretary of State  
I hereby certify that this is a true  
and complete copy of the 15  
page document filed in this office.

Dated 01/20/2009

By: Melina Mercader  
This stamp replaces our previous  
certification stamp.