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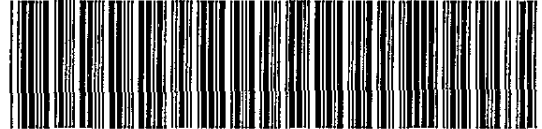
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SECRETARY OF STATE
TALLAHASSEE, FLORIDA

03 MAY -8 AM 8 07

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United Financial Group, Inc.

April 30, 2003

Reply to: P.O. Box 941313
Maitland, FL 32794-1313
(407) 628-8444
Fax No. (407) 539-1374

Amendment Section
Division of Corporations
409 E. Gaines Street
Tallahassee, FL 32399

Re: Merger of Inter-Financial Group, Inc. into United Financial Group, Inc.
Surviving Corporation shall be: United Financial Group, Inc.

Dear Clerk:

Enclosed are the following:

1. Original and two copies of the Articles of Merger regarding the above Florida corporations;
2. Original and two copies of the Short Form Agreement and Plan of Merger;
3. A check made payable to you in the amount of \$87.50, said check representing your filing fee for the Articles of Merger and Plan of Merger as well as fees for issuance of two (2) certified copies of same once filed.
4. A stamped envelope addressed to our office.

Please file the enclosed Articles of Merger and Plan of Merger, and return to our office the original Articles and certified copies containing the Division's stamp indicating that same have been filed.

Your assistance in this matter is appreciated. Should you have any questions or concerns, please do not hesitate to contact our office.

Very truly yours,

United Financial Group, Inc.

Crystal D. Gottschalk,
Operations Manager

/cdg
Enclosures

1133 Louisiana Avenue, Suite 200, Winter Park, Florida 32789

info@ufe-lease.com/www.ufe-lease.com

ARTICLES OF MERGER
OF
INTER-FINANCIAL GROUP, INC., a Florida Corporation
into
UNITED FINANCIAL GROUP, INC., a Florida Corporation

SECRETARY OF STATE
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ARTICLES OF MERGER between Inter-Financial Group, Inc. Florida corporation ("Inter-Financial") and United Financial Group, Inc., a Florida corporation ("United").

Under §607.1105 of the Florida Business Corporation Act (the "Act"), Inter-Financial and United adopt the following Articles of Merger.

1. The Agreement and Plan of Merger dated February 25, 2003, ("Plan of Merger"), between Inter-Financial and United was approved and adopted by the shareholders of Inter-Financial on February 25, 2003 and was adopted by the shareholders of United on February 25, 2003.

2. Under the Plan of Merger, all issued and outstanding shares of Inter-Financial's stock will be acquired by means of a merger of Inter-Financial into United with United being the surviving corporation ("Merger").

3. The Plan of Merger is attached as Exhibit A and incorporated by reference as if fully set forth.

4. Under §607.1105(1)(b) of the Act, the date and time of the effectiveness of the Merger shall be on April 30, 2003.

IN WITNESS WHEREOF, the parties have set their hands on

ATTEST:
INTER-FINANCIAL GROUP, INC.
a Florida corporation

By: *Cosmina G. Kaplan*
As Its President

CORPORATE SEAL

ATTEST:
UNITED FINANCIAL GROUP, INC.
a Florida corporation

By: *David J. Kaplan*
As Its President

CORPORATE SEAL

SHORT-FORM AGREEMENT
AND PLAN OF MERGER OF
INTER-FINANCIAL GROUP, INC., A FLORIDA CORPORATION
INTO UNITED FINANCIAL GROUP, INC., A FLORIDA CORPORATION

THIS AGREEMENT AND PLAN OF MERGER, dated February 25, 2003, made by and among United Financial Group, Inc., a Florida corporation ("Parent"), and Inter-Financial Group, Inc., a Florida corporation ("Subsidiary") (collectively the "Constituent Corporations").

WITNESSETH:

WHEREAS, Subsidiary desires to merge with and into Parent, with Parent being the surviving corporation (the "Merger"), on the terms, and subject to the conditions, set forth in this Plan of Merger (the "Plan"); and

WHEREAS, Parent owns 100% of Subsidiary's outstanding Common Stock; and

WHEREAS, the Board of Directors of Parent has determined that it is advisable that Subsidiary be merged into Parent, on the terms and conditions set forth, in accordance with §607.1104 of the Florida Business Corporation Act (the "Act").

NOW, THEREFORE, in consideration of the promises and of the mutual agreements, covenants, and provisions contained herein, the parties agree as follows:

ARTICLE I

THE MERGER

1. The term "Effective Date" shall mean April 30, 2003 chosen by the parties and stated in the Plan and in the Articles of Merger.

2. On the Effective Date, Subsidiary shall be merged with and into Parent. The separate existence of Subsidiary shall cease at the Effective Date and the existence of Parent shall continue unaffected and unimpaired by the Merger with all the rights, privileges, immunities, and franchises, of a public as well as of a private nature, and subject to all the duties and liabilities of corporations organized under the laws of the state of Florida.

3. The Plan of Merger has been approved by the Board of Directors of Parent in accordance with §607.1104 of the Act. Parent shall deliver notice of the Merger to the remaining shareholders of Subsidiary, if any. Parent agrees not to file Articles of Merger with the Florida Secretary of State in accordance with the Act until at least 30 days after the notice is mailed (unless the remaining shareholders of Subsidiary waive such notice in writing).

ARTICLE II

EFFECTS OF THE MERGER

At the Effective Date, Parent shall possess all the rights, privileges, immunities, and franchises, of both a public and private nature, of Subsidiary, and shall be responsible and liable for all liabilities and obligations of Subsidiary, all as more particularly set forth in §607.1106 of the Act.

ARTICLE III

TERMS OF THE TRANSACTION; CONVERSION OF AND PAYMENT FOR SHARES

The manner and basis of converting shares of Subsidiary's Common Stock into shares of Parent Stock shall be as follows:

1. Each share of Subsidiary's common stock (the "Subsidiary Common Stock") issued and outstanding on the Effective Date and all rights in respect thereof shall, by virtue of the Merger and without any action on the part of the holders, shall, by virtue of the Merger and without any action on the part of Parent, be canceled simultaneously with the effectiveness of the Merger.

2. As soon as practicable after the Effective Date, a letter of transmittal providing instructions for surrendering certificates for cancellation and to be used for transmitting certificates for cancellation shall be delivered to all of the shareholders of Subsidiary.

ARTICLE IV

ASSIGNMENT

If at any time Parent shall consider or be advised that any further assignment or assurances in law are necessary or desirable to vest, perfect, or confirm or record in Parent the title to any property or rights of Subsidiary, or to otherwise carry out the provisions of this Plan, the proper officers and directors of Subsidiary as of the Effective Date shall execute and deliver any and all proper deeds, assignments, and assurances in law, and do all things necessary or proper to vest, perfect, confirm, or record the title to such property or rights in Parent.

ARTICLE V

EXPENSES

Parent shall pay all expenses of accomplishing the Merger.

ARTICLE VI

AMENDMENT

At any time before the filing with the Florida Secretary of State of the Articles of Merger to be filed in connection with this Plan, the Directors of Parent may amend this Plan. If the Articles of Merger already have been filed with the Secretary of State, amended Articles of Merger shall be filed with the Secretary of State, but only if such amended Articles of Merger can be filed before the Effective Date.

ARTICLE VII

TERMINATION

If for any reason consummation of the Merger is inadvisable in the opinion of the Board of Directors of Parent, this Plan may be terminated at any time before the Effective Date by resolution of the Board of Directors of Parent. On termination as provided in this Plan, this Plan shall be void and of no further effect, and there shall be no liability by reason of this Plan or the termination of this Plan on the part of Parent or Subsidiary, or their Directors, officers, employees, agents, or shareholders.

IN WITNESS WHEREOF, the parties have set their hands on February 25, 2003.

PARENT:

UNITED FINANCIAL GROUP, INC.
a Florida corporation

By: 

As Its: President

SUBSIDIARY:

INTER-FINANCIAL GROUP, INC.
a Florida corporation

By: 

As Its: President