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(City/State/Zip/Phone #)

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(Business Entity Name)

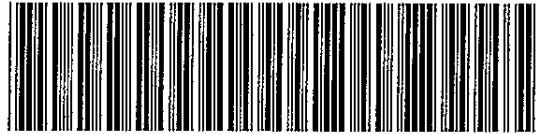
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FLORIDA DEPARTMENT OF STATE

Glenda E. Hood  
Secretary of State

August 5, 2003

ALAN H BASEMAN, ESQ.  
COMITER & SINGER, LLP  
3801 PGA BLVD, SUITE 604  
PALM BEACH GARDENS, FL 33410

SUBJECT: TECHSOURCE FINANCIAL FUNDING, INC.  
Ref. Number: P03000042845

We have received your document for TECHSOURCE FINANCIAL FUNDING, INC. and your check(s) totaling \$78.75. However, the enclosed document has not been filed and is being returned for the following correction(s):

The merger submitted was prepared in compliance with section 607.1109 Florida Statutes which provides for mergers between domestic corporations and other business entities as defined in section 607.1108, Florida Statutes. Pursuant to section 607.1108(7), Florida Statutes, any merger consisting solely of the merger of one or more domestic corporations with or into one or more foreign corporations shall be consummated solely in accordance with section 607.1107, Florida Statutes. Section 607.1107, Florida Statutes then refers you to section 607.1105, Florida Statutes. Enclosed is a merger form for your convenience.

Please return your document, along with a copy of this letter, within 60 days or your filing will be considered abandoned.

If you have any questions concerning the filing of your document, please call (850) 245-6957.

Pamela Smith  
Document Specialist

Letter Number: 403A00044806

**TRANSMITTAL LETTER**

**TO:** Amendment Section  
Division of Corporations

**SUBJECT:** TECHSOURCE FINANCIAL FUNDING, INC., a Florida corporation  
(Name of surviving corporation)

The enclosed merger and fee are submitted for filing.

Please return all correspondence concerning this matter to the following:

Alan H. Baseman, Esq.  
(Name of person)

Comiter & Singer, LLP  
(Name of firm/company)

3801 PGA Boulevard, Suite 604  
(Address)

Palm Beach Gardens, FL 33410  
(City/state and zip code)

For further information concerning this matter, please call:

Alan H. Baseman, Esq. at ( 561 ) 626-2101  
(Name of person) (Area code & daytime telephone number)

☒ Certified copy (optional) \$8.75 (plus \$1 per page for each page over 8, not to exceed a maximum of \$52.50; please send an additional copy of your document if a certified copy is requested)

**Mailing Address:**  
Amendment Section  
Division of Corporations  
P.O. Box 6327  
Tallahassee, FL 32314

**Street Address:**  
Amendment Section  
Division of Corporations  
409 E. Gaines St.  
Tallahassee, FL 32399

**FILED**

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**ARTICLES OF MERGER**

The following articles of merger are being submitted in accordance with the Florida Business Corporation Act, pursuant to Section 607.1105, Florida Statutes, and General Laws, Chapter 156B, Section 92F of the Commonwealth of Massachusetts.

**FIRST:** The exact name, street address of its principal office, jurisdiction, and entity type of the **surviving** party are as follows:

<u>Name and Street Address</u>	<u>Jurisdiction</u>	<u>Entity Type</u>
1. Techsource Financial Funding, Inc. 3801 PGA Boulevard, Suite 604 Palm Beach Gardens, FL 33410	Florida	Business Corporation

Florida Document/Registration Number: P03000042845

**SECOND:** The exact name, street address of its principal office, jurisdiction, and entity type of the **merging** party are as follows:

<u>Name and Street Address</u>	<u>Jurisdiction</u>	<u>Entity Type</u>
1. Techsource Financial Funding, Inc. 318 Bennington Street E. Boston, MA 02128	Massachusetts	Business Corporation

**THIRD:** The attached Plan of Merger was approved by the Board of Directors of the surviving corporation on April 15, 2003 and shareholder approval was not required.

**FOURTH:** The attached Plan of Merger was approved by the Board of Directors on the merging corporation on April 15, 2003 and shareholder approval was not required.

**FIFTH:** The merger is permitted under the respective laws of all applicable jurisdictions and is not prohibited by the Articles of Incorporation, Bylaws or Shareholders' Agreement of any Corporation that is a party to the merger.

**SIXTH:** The merger shall become effective as of the date these Articles of Merger are filed with and approved by both the Secretary of State of Florida and the Secretary of the Commonwealth of Massachusetts.


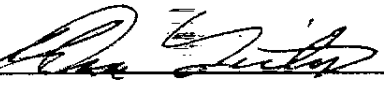
**SEVENTH:** The Articles of Merger comply and were executed in accordance with the laws of each party's applicable jurisdiction.

**EIGHTH:** The surviving corporation hereby agrees that it may be sued in the Commonwealth of Massachusetts for any prior obligation of any constituent Massachusetts corporation, any prior obligation of any constituent foreign corporation qualified under General Laws of the Commonwealth of Massachusetts, Chapter 181, and any obligations hereafter incurred by the surviving corporation, including the obligation created by General Laws, Chapter 156B, Section 85, so long as any liability remains outstanding against the corporation in the Commonwealth of Massachusetts, and it hereby irrevocably appoints the Secretary of the Commonwealth as its agent to accept service of process in any action for the enforcement of any such obligation, including taxes, in the same manner as provided in Chapter 181.

**NINTH:** The name, residential address and post office address of each director and officer of the surviving corporation is:

<u>Name</u>	<u>Residential Address</u>	<u>Post Office Address</u>
Kevin M. Liston, Sr., Director, President, Secretary, Treasurer	48 Falmouth Landing Road Falmouth, MA 02540	

**TENTH: SIGNATURE(S) FOR EACH PARTY:**

<u>Name of Entity</u>	<u>Signature(s)</u>	<u>Typed or Printed Name of Individual</u>
Techsource Financial Funding, Inc., By: a Massachusetts corporation		Kevin M. Liston, Sr., President
Techsource Financial Funding, Inc., By: a Florida corporation		Kevin M. Liston, Sr., President

**AGREEMENT AND PLAN OF MERGER**  
**by and between**  
**TECHSOURCE FINANCIAL FUNDING, INC., a Florida corporation**  
**and**  
**TECHSOURCE FINANCIAL FUNDING, INC., a Massachusetts corporation**

AGREEMENT AND PLAN OF MERGER, dated as of July 20, 2003, between TECHSOURCE FINANCIAL FUNDING, INC., a Massachusetts corporation ("Techsource Mass"), and TECHSOURCE FINANCIAL FUNDING, INC., a Florida corporation ("Techsource Florida"), such corporations being sometimes referred to herein together as the "Corporations".

**WITNESSETH:**

WHEREAS, Techsource Mass was incorporated under the laws of the State of Massachusetts on June 30, 1999 under the name Techsource Financial Funding, Inc., and the authorized capital stock of Techsource Mass consists of 1000 shares of common stock, no par value per share ("Mass Common Stock"), of which 1000 shares were issued and outstanding on the date hereof;

WHEREAS, Techsource Florida was incorporated under the laws of the State of Florida on April 15, 2003, and the authorized capital stock of Techsource Florida consists of 1000 shares of common stock, par value \$.01 per share ("Florida Common Stock");

WHEREAS, there are currently outstanding 1000 shares of Florida Common Stock, all of which are owned by Kevin M. Liston, Sr., constituting all of the issued and outstanding capital stock of Techsource Florida;

WHEREAS, the respective Boards of Directors and Shareholders of the Corporations have determined that it is in the best interests of each of the corporations and their respective shareholders that Techsource Mass merge with and into Techsource Florida (the "Merger"), pursuant to provisions of the Florida Business Corporation Act, specifically Section 607.1101, Florida Statutes, the Massachusetts Business Corporation Act ("MBCA") and the General Laws, Chapter 156B, Section 79 of the Commonwealth of Massachusetts (the "GLM"), with Techsource Florida to be the surviving corporation of the Merger and to continue existence under the FBCA;

WHEREAS, for U.S., federal income tax purposes, it is intended that the Merger qualify as a tax-free reorganization within the meaning of Section 368(a)(1)(F) of the Internal Revenue Code of 1986, as amended; and

WHEREAS, the respective Boards of Directors and Shareholders of the Corporations, by resolutions duly adopted, have approved this Agreement, and have directed that it be submitted to the respective shareholders of the Corporations for approval and adoption;

NOW, THEREFORE, in consideration of the premises and of the mutual agreements set forth herein, the Corporations hereby agree as follows:

## **ARTICLE ONE MERGER**

1.1 On the Effective Date (as defined in Section 1.6), and in accordance with the provisions of the FBCA, the MBCA and the GLM, Techsource Mass shall be merged with and into Techsource Florida, which shall be the surviving corporation (the "Surviving Corporation") of the Merger. The name of the Surviving Corporation is, and on and after the Effective Date shall continue to be, "Techsource Financial Funding, Inc."

1.2 On the Effective Date, the separate existence of Techsource Mass shall cease, Techsource Mass and Techsource Florida shall be a single corporation and the Surviving Corporation shall possess all the rights, privileges, powers and franchises, as well of a public as of a private nature, and shall be subject to all the restrictions, disabilities and duties of each of the Corporations; and all and singular, the rights, privileges, powers and franchises of each of the Corporations, and all property, real, personal and mixed, and all debts due to either of the Corporations on whatever account, as well for stock subscriptions as all other things in action or belonging to or due to each of the Corporations, shall be taken and deemed to be transferred to and vested in the Surviving Corporation without further act or deed; and all property, rights, privileges, powers and franchises, and all and every other interest shall be thereafter as effectually the property of the Surviving Corporation as they were of the Corporations, and title to any real estate or interest therein, vested by deed or otherwise in either of the Corporations, shall not revert or be in any way impaired by reason of the Merger, but all rights of creditors and any liens upon the property of either of the Corporations shall be preserved unimpaired and all debts, liabilities and duties of each of the Corporations shall thenceforth attach to the Surviving Corporation, and may be enforced against it to the same extent as if such debts, liabilities and duties had been incurred or contracted by it. Any action or proceeding, whether civil, criminal or administrative, pending by or against either of the Corporations shall be prosecuted as if the Merger had not taken place, or the Surviving Corporation may be substituted in such action or proceeding in place of either of the Corporations.

1.3 From time to time after the Effective Date, the last acting officers of Techsource Mass or the corresponding officers of the Surviving Corporation may, in the name of Techsource Mass, execute and deliver all such proper deeds, assignments and other instruments and take or cause to be taken all such further or other actions, as the Surviving Corporation, or its successors or assigns, may deem necessary or desirable in order to vest in, or perfect or confirm to, the Surviving Corporation and its successors and assigns, title to, and possession of, all of the property, rights, privileges, powers and franchises referred to in Section 1.2 and otherwise to carry out the intent and purposes of this Agreement.

1.4 All corporate acts, plans, policies, approvals and authorizations of Techsource Mass, its shareholders, Board of Directors, committees elected or appointed by its Board of Directors, officers and agents, which are valid and effective immediately prior to the Effective Date, shall be taken for all purposes as the acts, plans, policies, approvals and authorizations of the Surviving Corporation and shall be as effective and binding on the surviving corporation as they were with respect to Techsource Mass. The employees of Techsource Mass shall become the employees of the Surviving Corporation and shall continue to be entitled to the same rights and benefits which they enjoyed as employees of Techsource Mass.

1.5 On and after the Effective Date, (a) the Articles of Incorporation and By-Laws of Techsource Florida, as in effect on the date hereof, shall continue to be the Certificate of Incorporation and By-Laws of the Surviving Corporation, unless and until they are thereafter duly altered, amended or repealed, as provided therein or by law, and (b) the persons serving as directors and officers of Techsource Mass immediately prior to the Effective Date shall be the directors and officers, respectively, of the Surviving Corporation until their respective successors shall have been elected and shall have been duly qualified or until their earlier death, resignation or removal.

1.6 If this Agreement is approved and adopted by the shareholders of Techsource Mass and the stockholders of Techsource Florida and this Agreement is not abandoned or terminated as permitted by Article Five, this Agreement shall be certified, filed with the Secretary of State of Florida and recorded in accordance with the FBCA and the Articles of Merger shall be signed, verified and filed with the Secretary of the Commonwealth of Massachusetts in accordance with the MBCA and the GLM. The Merger shall become effective on the date on which the last of such filings is made, which date is referred to herein as the "Effective Date".

## **ARTICLE TWO COVENANT OF THE SURVIVING CORPORATION TO COMPLY WITH CERTAIN PROVISIONS OF MASSACHUSETTS LAW**

The Surviving Corporation shall comply with the provisions of the MBCA and the GLM in that the Surviving Corporation agrees that it may be sued in the Commonwealth of Massachusetts for any prior obligation of any constituent domestic corporation, any prior obligation of any constituent foreign corporation qualified under Chapter 181, and any obligation thereafter incurred by the Surviving Corporation as long as any liability remains outstanding against the Surviving Corporation in the Commonwealth. The Surviving Corporation irrevocably appoints the Secretary of the Commonwealth as its agent for service of process in any action for enforcement of any obligation, including taxes, in the manner provided in Chapter 181 of the GLM.



### **ARTICLE THREE CONVERSION OF SHARES**

The manner and basis of converting the shares of Mass Common Stock shall be as follows:

3.1 On the Effective Date, each of the 1000 shares of Florida Common Stock owned by the Shareholders of Techsource Mass immediately prior to the Effective Date shall, by virtue of the Merger and without any action on the part of any party, be cancelled and retired and all rights in respect thereof shall cease.

3.2 On the Effective Date, each share of Mass Common Stock issued and outstanding on the Effective Date shall thereupon be converted into and exchanged for one share of Florida Common Stock.

3.3 On and after the Effective Date, each holder of a certificate evidencing issued and outstanding shares of Mass Capital Stock must surrender such certificate to Techsource Florida and, upon such surrender, such holder shall be entitled to receive a certificate evidencing the same number of shares of Florida Capital Stock as the number of shares of Mass Capital Stock formerly evidenced by the certificate surrendered. Until so surrendered, each certificate which evidenced shares of Mass Capital Stock on the Effective Date shall be deemed for all purposes to evidence the ownership of the shares of Florida Capital Stock into which such shares were converted by virtue of the Merger. No service charge, brokerage commission or stock transfer tax shall be payable by any holder of shares of Mass Capital Stock in connection with the issuance of certificates evidencing shares of Florida Capital Stock, except that, if any such certificate is to be issued in a name other than that in which the certificate surrendered for exchange is registered, it shall be a condition of such issuance that the certificate so surrendered shall be properly endorsed or otherwise in proper form for transfer and that the person requesting such issuance shall pay any transfer or other taxes required by reason of the issuance of the Florida Capital Stock certificate in a name other than that of the registered holder of the certificate surrendered, or establish to the satisfaction of Techsource Florida or its transfer agent that such tax has been paid or is not applicable. Techsource Florida shall have the right to rely upon the stock records of Techsource Mass as to the ownership of shares of Florida Capital Stock on the Effective Date.

3.4 Techsource Mass shall not record on its books any transfer of certificates representing issued and outstanding shares of Mass Capital Stock on or after the Effective Date.

### **ARTICLE FOUR CONDITIONS**

The consummation of the Merger is subject to the satisfaction prior to the Effective Date of the following conditions:

4.1 At least a majority of the outstanding shares of Mass Capital Stock entitled to vote shall have been voted in favor of this Agreement and the transactions contemplated hereby, and at least a majority shall have approved this Agreement and the transactions contemplated hereby.

4.2 No governmental authority or other third party shall have instituted or threatened any action or proceeding against Techsource Mass or Techsource Florida to enjoin, hinder or delay, or to obtain damages or other relief in connection with, the transactions contemplated by this Agreement and no action shall have been taken by any court or governmental authority rendering Techsource Mass or Techsource Florida unable to consummate the transactions contemplated by this Agreement.


#### **ARTICLE FIVE AMENDMENT AND WAIVER**

Prior to the Effective Date, whether before or after approval of this Agreement by the shareholders of Techsource Mass or by the stockholders of Techsource Florida, this Agreement may be amended or modified in any manner, as may be determined in the judgment of the respective Boards of Directors of the Corporations to be necessary, desirable or expedient in order to clarify the intention of the parties hereto or to effect or facilitate the filing, recording or official approval of this Agreement and the Merger in accordance with the purposes and intent of this Agreement. Any failure of either of the Corporations to comply with any of the agreements set forth herein may be expressly waived in writing by the other Corporation.

TECHSOURCE FINANCIAL FUNDING,  
INC., a Massachusetts corporation

By:   
Kevin M. Liston, Sr., President

TECHSOURCE FINANCIAL FUNDING,  
INC., a Florida Corporation

By:   
Kevin M. Liston, Sr., President