

AUG. 30. 2005 11:00AM
DIVISION OF CORPORATIONS

BUSH ROSS A

NO. 232 P.P. of 1

P05000017227

Florida Department of State
Division of Corporations
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DIVISION OF CORPORATIONS

Bush Ross, P.A. - 99780

MERGER OR SHARE EXCHANGE

TRITON HOUSING, INC.

SECRETARY OF STATE
TALLAHASSEE, FLORIDA

05 AUG 30 PM 2:40

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FLORIDA DEPARTMENT OF STATE

Glenda E. Hood
Secretary of State

August 30, 2005

TRITON HOUSING, INC.
4302 HENDERSON BLVD SUITE 113
TAMPA, FL 33629

SUBJECT: TRITON HOUSING, INC.
REF: P05000017227

We received your electronically transmitted document. However, the document has not been filed. Please make the following corrections and refax the complete document, including the electronic filing cover sheet.

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Teresa Brown
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FAX Aud. #: H05000206327
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It was there. I had put the fax
audit no. on all pages. Please
file now that I have typed "Exhibit A"
on the Plan of Merger. Thank you.

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ARTICLES OF MERGER
OF
TRITON CAPITAL MORTGAGE, INC.
AND
SUNSHINE MARKETING, INC.
INTO
TRITON HOUSING, INC.

TRITON CAPITAL MORTGAGE, INC., a Florida corporation ("Triton Mortgage");
SUNSHINE MARKETING, INC., a North Carolina corporation ("Sunshine Marketing"); and TRITON
HOUSING, INC., a Florida corporation ("Triton Housing"), acting in compliance with the provisions of
§607.1105, Florida Statutes, hereby certifies as follows:

1. An Agreement and Plan of Merger (the "Plan of Merger") was approved by the board of directors of each of Triton Mortgage, Sunshine Marketing, and Triton Housing and all of the shareholders of Triton Mortgage, Sunshine Marketing, and Triton Housing on February 28, 2005. Pursuant to the Plan of Merger Triton Mortgage and Sunshine Marketing are to be merged into Triton Housing with Triton Housing as the surviving or resulting entity. The terms of the merger are set forth in the copy of the Plan of Merger attached hereto as Exhibit "A" and made a part hereof.

2. The Plan of Merger and the performance of its terms were duly authorized and approved by all action required by the laws under which Triton Mortgage and Sunshine Marketing are incorporated and organized.

3. The merger shall be effective as of the date of filing these Articles of Merger with the Florida Secretary of State.

Effective: February 28, 2005

TRITON CAPITAL MORTGAGE, INC.,
a Florida corporation

William A. Sandman

By: William A. Sandman

Its: PRESIDENT

SUNSHINE MARKETING, INC.,
a North Carolina corporation

David Maso

By: David Maso

Its: PRESIDENT

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05 AUG 30 PM 2:41
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

AUG. 30. 2005 11:41AM

BUSH ROSS P A

NO. 2432 P. 4

Facsimile Audit No.: H05000206327 3

TRITON HOUSING, INC.,
a Florida corporation

William A. Sandmen
By: John L. Gorman
Its: VP / CEO

[SIGNATURE PAGE - TRITON HOUSING, INC. - ARTICLES OF MERGER]

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EXHIBIT AAGREEMENT OF MERGER AND PLAN OF REORGANIZATION

This AGREEMENT OF MERGER AND PLAN OF REORGANIZATION (the "Agreement") is made and entered into effective as of February 1, 2005, by and among TRITON CAPITAL MORTGAGE, INC., a Florida corporation with a mailing address of 4302 Henderson Blvd., Suite 200, Tampa, FL 33629 ("Triton Mortgage"); SUNSHINE MARKETING, INC., a North Carolina corporation with a mailing address of 9969 Smith Road, Middlesex, North Carolina 27557 ("Sunshine Marketing"), and TRITON HOUSING, INC., a Florida corporation with a mailing address of 4302 Henderson Blvd., Suite 200, Tampa, FL 33629 ("Triton Housing"). Triton Mortgage, Sunshine Marketing, Inc. and Triton Housing are from time to time herein referred to as the "Constituent Corporations."

Background Information

Triton Mortgage and Sunshine Marketing desire to merge into Triton Housing, with Triton Housing being the surviving corporation. The Boards of Directors of the Constituent Corporations deem it advisable and to the advantage of the Constituent Corporations and their respective shareholders that Triton Mortgage and Sunshine Marketing be merged with and into Triton Housing. Each of the Constituent Corporations has, subject to approval by its shareholders, adopted the Plan of Merger embodied in this Agreement. Accordingly, in consideration of the terms hereof, the Constituent Corporations do hereby agree to merge on the terms and conditions herein provided, as follows:

Operative Provisions

ARTICLE I

The Merger

1.01 The Merger. Upon the terms and subject to the conditions hereof, on the Effective Date (as hereinafter defined), Triton Mortgage and Sunshine Marketing shall be merged with and into Triton Housing in accordance with the applicable laws of the State of Florida and the State of North Carolina (the "Merger"). The separate existence of Triton Mortgage and Sunshine Marketing shall cease, and Triton Housing shall be the surviving corporation (the "Surviving Corporation") and shall be governed by the laws of the State of Florida.

1.02 Effective Date. The Merger shall become effective on the date and at the time of filing of Articles of Merger, in the form annexed hereto as Exhibit "A", with the Secretary of State of the States of Florida and North Carolina (the "Effective Date"), all after satisfaction of the requirements of the applicable laws of Florida and North Carolina prerequisite to such filings, including, without limitation, the approval of the shareholders of the Constituent Corporations.

1.03 Certificate of Incorporation. On the Effective Date, the Certificate of Incorporation of Triton Housing, as in effect immediately prior to the Effective Date, shall continue in full force and effect as the Certificate of Incorporation of the Surviving Corporation.

1.04 Bylaws. On the Effective Date, the Bylaws of Triton Housing, as in effect immediately prior to the Effective Date, shall continue in full force and effect as the bylaws of the Surviving Corporation.

1.05 Directors and Officers. The directors and officers of Triton Housing immediately prior to the Effective Date shall be the directors and officers of the Surviving Corporation, until their

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successors shall have been duly elected and qualified or until otherwise provided by law, the Certificate of Incorporation of the Surviving Corporation or the Bylaws of the Surviving Corporation.

1.06 Tax Consequences. It is intended by the Constituent Corporations that the Merger shall constitute a reorganization within the meaning of Section 368(a)(1)(A) of the Internal Revenue Code.

ARTICLE II

Conversion of Shares

2.01 Triton Mortgage Common Stock. Upon the Effective Date, by virtue of the Merger and without any action on the part of any holder thereof, each share of Triton Mortgage Common Stock outstanding immediately prior thereto shall be changed and converted into 1,600,000 fully paid and nonassessable share of the common stock of the Surviving Corporation, par value of \$.01 per share.

2.02 Sunshine Marketing Common Stock. Upon the Effective Date, by virtue of the Merger and without any action on the part of any holder thereof, each share of Sunshine Marketing Common Stock outstanding immediately prior thereto shall be changed and converted into 1,505,000 fully paid and nonassessable share of the common stock of the Surviving Corporation, par value of \$.01 per share (the shares issued pursuant to Sections 2.01 and 2.02 of this Agreement shall hereinafter sometimes be referred to as "Survivor Stock").

2.03 Triton Housing Common Stock. Upon the Effective Date, by virtue of the Merger and without any action on the part of the holder thereof, each share of Triton Housing Common Stock outstanding immediately prior thereto shall be cancelled and returned to the status of authorized but unissued shares.

2.04 Exchange of Certificates. Each person who becomes entitled to receive Survivor Stock by virtue of the Merger shall be entitled to receive from the Surviving Corporation, as promptly as practicable after the Effective Date, a certificate or certificates representing the number of shares of Survivor Stock to which such person is entitled as provided herein.

ARTICLE III

Effect of the Merger

3.01 Rights, Privileges, Etc. On the Effective Date of the Merger, the Surviving Corporation, without further act, deed or other transfer, shall retain or succeed to, as the case may be, and possess and be vested with all the rights, privileges, immunities, powers, franchises and authority, of a public as well as of a private nature, of Triton Mortgage, Sunshine Marketing and Triton Housing; all property of every description and every interest therein, and all debts and other obligations of or belonging to or due to Triton Mortgage, Sunshine Marketing and Triton Housing on whatever account shall thereafter be taken and deemed to be held by or transferred to, as the case may be, or invested in the Surviving Corporation without further act or deed; title to any real estate, or any interest therein vested in Triton Mortgage, Sunshine Marketing or Triton Housing, shall not revert or in any way be impaired by reason of this Merger; and all of the rights of creditors of Triton Mortgage, Sunshine Marketing and Triton Housing shall be preserved unimpaired, and all liens upon the property of Triton Mortgage, Sunshine Marketing or Triton Housing shall be preserved unimpaired, and all debts, liabilities, obligations and duties of the respective corporations shall thenceforth remain with or be attached to, as

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the case may be, the Surviving Corporation and may be enforced against it to the same extent as if all of said debts, liabilities, obligations and duties had been incurred or contracted by it.

3.02 Further Assurances. From time to time, as and when required by the Surviving Corporation or by its successors and assigns, there shall be executed and delivered on behalf of Triton Mortgage and Sunshine Marketing such deeds and other instruments, and there shall be taken or caused to be taken by it such further and other action, as shall be appropriate or necessary in order to vest or perfect in or to conform of record or otherwise in the Surviving Corporation the title to and possession of all the property, interest, assets, rights, privileges, immunities, powers, franchises and authority of Triton Mortgage and Sunshine Marketing and otherwise to carry out the purposes of this Agreement, and the officers and directors of the Surviving Corporation are fully authorized in the name and on behalf of Triton Mortgage and Sunshine Marketing or otherwise to take any and all such action and to execute and deliver any and all such deeds and other instruments.

ARTICLE IV

Miscellaneous

4.01 Abandonment. At any time before the Effective Date, this Agreement may be terminated and the Merger may be abandoned for any reason whatsoever by the Board of Directors of either Triton Mortgage, Sunshine Marketing or Triton Housing or both, notwithstanding the approval of this Agreement by the shareholders of Triton Mortgage, Sunshine Marketing and Triton Housing.

4.02 Amendment. At any time prior to the Effective Date, this Agreement may be amended or modified in writing by the Board of Directors of Triton Mortgage, Sunshine Marketing or Triton Housing or all of them; provided, however, that an amendment made subsequent to the adoption of this Agreement by the shareholders of either Constituent Corporation shall not alter or change any of the terms and conditions of this Agreement if such alteration or change would adversely affect the rights of the shareholders of such Constituent Corporation.

4.03 Governing Law. This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Florida and North Carolina.

4.04 Counterparts. In order to facilitate the filing and recording of this Agreement, the same may be executed in any number of counterparts, each of which shall be deemed to be an original.

IN WITNESS WHEREOF, the parties have executed this Agreement effective as of the day and year first above written.

TRITON CAPITAL MORTGAGE, INC.,
a Florida corporation

By: 
William A. Sandman, President

AUG. 30. 2005 11:42AM

BUSH ROSS P A

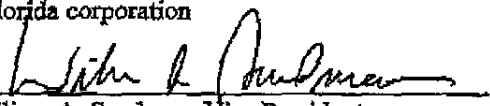
NO. 2432 P. 8

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SUNSHINE MARKETING, INC.,
a North Carolina corporation

By: 
David Maso, President

TRITON HOUSING, INC.,
a Florida corporation

By: 
William A. Sandman, Vice President

[SIGNATURE PAGE - AGREEMENT OF MERGER AND PLAN OF REORGANIZATION - TRITON HOUSING, INC.]