

326162



ACCOUNT NO. : 072100000032
REFERENCE : 644637 4308508
AUTHORIZATION : Patricia Pizut
COST LIMIT : \$ 70.00

ORDER DATE : December 22, 1997
ORDER TIME : 11:08 AM
ORDER NO. : 644637-025
CUSTOMER NO: 4308508

700002379657--9

CUSTOMER: Mary Elizabeth Huber, Esq
Jones Day Reavis & Pogue
North Point
901 Lakeside Avenue
Cleveland, OH 44114

ARTICLES OF MERGER

CHASE FINANCIAL CORPORATION OF
FLORIDA

INTO

CHASE MANHATTAN FINANCIAL
CORPORATION, LTD.

***NEED EFFECTIVE DATE OF 12/31/97.

PLEASE RETURN THE FOLLOWING AS PROOF OF FILING:

XX CERTIFIED COPY
 PLAIN STAMPED COPY

CONTACT PERSON: Jon A Bowling

EXAMINER'S INITIALS:

EFFECTIVE DATE
12-31-97

Merger
NFB 12-24-97

RECEIVED
97 DEC 22 PM 3:23
DEPARTMENT OF CORPORATION

FILED
97 DEC 22 PM 3:32
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

ARTICLES OF MERGER
Merger Sheet

MERGING:

CHASE FINANCIAL CORPORATION OF FL, a Florida corporation (Document
#326162)

INTO

CHASE MANHATTAN FINANCIAL CORPORATION, LTD. a Delaware
corporation not qualified in Florida

File date: December 22, 1997, effective December 31, 1997

Corporate Specialist: Louise Flemming-Jackson

EFFECTIVE DATE

12-31-97

ARTICLES OF MERGER

OF

CHASE FINANCIAL CORPORATION OF FL

AND

CHASE MANHATTAN FINANCIAL CORPORATION, LTD.

FILED
97 DEC 22 PM 3: 31
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

Pursuant to the Florida Business Corporation Act (the "Act"), and in particular Section 607.1105 of the Act, Chase Manhattan Financial Corporation, Ltd., as the surviving corporation in a merger, hereby submits the following Articles of Merger.

FIRST. The name of the subsidiary corporation, which is a corporation organized under the laws of the State of Florida, is Chase Financial Corporation of FL.

SECOND. The name of the parent corporation, which is a corporation organized under the laws of the State of Delaware, is Chase Manhattan Financial Corporation, Ltd. ("Chase Limited").

THIRD. An Agreement and Plan of Merger (the "Plan of Merger") has been duly approved by the Boards of Directors of Chase Limited, Chase Financial Corporation of FL, and the other parties listed on the signature page thereto. The Plan of Merger provides for the merger of Chase Financial Corporation of FL and seven other subsidiaries of Chase Limited with and into Chase Limited, as a result of which Chase Limited will be the surviving corporation. The Plan of Merger is set forth in its entirety in Appendix I hereto and is made a part hereof.

FOURTH. The effective time and date of the merger herein provided for shall be immediately after the close of business on December 31, 1997.

FIFTH. Shareholder approval of this merger was not required pursuant to Section 607.1104(1)(a) of the Act.

SIXTH. The Plan of Merger was duly adopted by the Board of Directors of Chase Limited pursuant to resolution thereof on December 17, 1997, as required by Section 607.1104(b) of the Act.

IN WITNESS WHEREOF, I have signed my name this 19th day of December,
1997.

CHASE MANHATTAN FINANCIAL
CORPORATION, LTD.

By: Robert J. Kapitan
Name: Robert J. Kapitan
Title: Vice President and Secretary

CHASE FINANCIAL CORPORATION OF FL

By: Robert J. Kapitan
Name: Robert J. Kapitan
Title: Vice President and Secretary

APPENDIX I
TO
ARTICLES OF MERGER
OF
CHASE FINANCIAL CORPORATION OF FL
AND
CHASE MANHATTAN FINANCIAL CORPORATION, LTD.

Agreement and Plan of Merger

AGREEMENT AND PLAN OF MERGER

This Agreement and Plan of Merger (this "Agreement") is being entered into this 17th day of December, 1997, by and between Chase Financial Corporation, an Ohio corporation ("CFC" or the "Surviving Corporation"), and the following twelve corporations which will be merged with and into other corporations pursuant to the terms of this Agreement: Chase Manhattan Financial Corporation, Ltd., a Delaware corporation ("Chase Limited"); Chase Financial Services Corporation, an Arizona corporation; Chase Manhattan Financial Corporation, a California corporation; Chase Financial Corporation of CO, a Colorado corporation; Chase Financial Corporation of FL, a Florida corporation; Chase Financial Corporation of GA, a Georgia corporation; Chase Financial Corporation, a North Carolina corporation; Chase Financial Corporation of PA, a Pennsylvania corporation; Chase Acceptance Corporation, a Texas corporation; Chase Financial Investment Corporation, a Delaware corporation; Chase Financial Acceptance Corporation, an Ohio corporation; and Chase Financial Management Corporation, an Ohio corporation (collectively the "Merging Corporations" or, when referring to each or all corporations involved in a particular merger, any "Merging Corporation").

RECITALS

WHEREAS the laws of the states under which the Surviving Corporation and the Merging Corporations are incorporated permit these mergers; and

WHEREAS the Surviving Corporation and the Merging Corporations have agreed to merge pursuant to the terms, provisions and conditions set forth in this Agreement; and

WHEREAS the Boards of Directors of each corporation party to this Agreement have determined that it is advisable that these mergers occur and have approved this Agreement; and

WHEREAS the Boards of Directors of Chase Limited and Chase Financial Management Corporation have resolved that the terms of the mergers be submitted to their respective sole shareholders for adoption; and

WHEREAS the sole shareholders of Chase Limited and Chase Financial Management Corporation have adopted the terms of the mergers.

The parties hereto agree as follows:

ARTICLE I

THE MERGERS

1.1 The Mergers; Surviving Corporations. The five mergers authorized by this Agreement (the "Mergers") are independent transactions that will occur sequentially as provided by this Agreement. All of the Mergers will occur immediately after the close of business on December 31, 1997 (the "Effective Time of the Mergers"). None of the Mergers will be deemed to have occurred unless or until the Merger or Mergers preceding it have become effective.

1.1.1 The First Merger. Upon the Effective Time of the First Merger (defined below), the corporations set forth below are to be merged with and into Chase Limited (the "First Merger"), in accordance with the laws of the states in which these corporations are incorporated, whereupon the separate existence of the corporations set forth below will cease, and Chase Limited will be the surviving corporation (the "First Surviving Corporation") and will continue to

exist under and be governed by the General Corporation Law of the State of Delaware (the "DGCL"):

- (a) Chase Financial Services Corporation, an Arizona corporation (the "Arizona Corporation");
- (b) Chase Manhattan Financial Corporation, a California corporation (the "California Corporation");
- (c) Chase Financial Corporation of CO, a Colorado corporation (the "Colorado Corporation");
- (d) Chase Financial Corporation of FL, a Florida corporation (the "Florida Corporation");
- (e) Chase Financial Corporation of GA, a Georgia corporation (the "Georgia Corporation");
- (f) Chase Financial Corporation, a North Carolina corporation (the "North Carolina Corporation");
- (g) Chase Financial Corporation of PA, a Pennsylvania corporation (the "Pennsylvania Corporation"); and
- (h) Chase Acceptance Corporation, a Texas corporation (the "Texas Corporation").

1.1.2 Articles or Certificates of Merger. Chase Limited and the corporations listed in Section 1.1.1(a)-(h) of this Agreement will file articles or certificates of merger with the Secretary of State or the appropriate office of each State or Commonwealth in which a corporation involved in the First Merger is incorporated and make all other filings or recordings required in connection with the First Merger by the DGCL or the laws of the states in which any Merging Corporation is incorporated.

1.1.3 Effective Time of the First Merger. The First Merger will be effective immediately after the close of business on December 31, 1997 (the "Effective Time of the First Merger").

1.2 The Second Merger. Upon the Effective Time of the Second Merger (defined below), Chase Financial Investment Corporation, a Delaware corporation ("CFIC"), is to be merged with and into Chase Limited (the "Second Merger"), in accordance with the DGCL, whereupon the separate existence of CFIC will cease, and Chase Limited will be the surviving

corporation (the "Second Surviving Corporation") and will continue to exist under and be governed by the DGCL.

1.2.1 Certificate of Merger. Chase Limited and CFIC will file a certificate of merger with the Secretary of State of the State of Delaware and make all other filings or recordings required in connection with the Second Merger by the DGCL.

1.2.2 Effective Time of the Second Merger. The Second Merger will be effective immediately after the Effective Time of the First Merger on December 31, 1997 (the "Effective Time of the Second Merger").

1.3 The Third Merger. Upon the Effective Time of the Third Merger (defined below), Chase Limited is to be merged with and into CFC (the "Third Merger"), in accordance with the DGCL and the Ohio Revised Code, as amended (the "ORC"), whereupon the separate existence of Chase Limited will cease, and CFC will be the surviving corporation (the "Third Surviving Corporation") and will continue to exist under and be governed by the ORC.

1.3.1 Certificate of Merger. Chase Limited and CFC will file certificates of merger with the Secretary of State of the State of Delaware and the Secretary of State of the State of Ohio, and will make all other filings or recordings required in connection with the Third Merger by the ORC or the DGCL.

1.3.2 Effective Time of the Third Merger. The Third Merger will be effective immediately after the Effective Time of the Second Merger on December 31, 1997 (the "Effective Time of the Third Merger").

1.4 The Fourth Merger. Upon the Effective Time of the Fourth Merger (defined below), Chase Financial Acceptance Corporation, an Ohio corporation ("CFAC"), is to be merged with and into CFC (the "Fourth Merger"), in accordance with the ORC, whereupon the

separate existence of CFAC will cease, and CFC will be the surviving corporation (the "Fourth Surviving Corporation") and will continue to exist under and be governed by the ORC.

1.4.1 Certificate of Merger. CFAC and CFC will file a certificate of merger with the Secretary of State of the State of Ohio and will make all other filings or recordings required in connection with the Fourth Merger by the ORC.

1.4.2 Effective Time of the Fourth Merger. The Fourth Merger will be effective immediately after the Effective Time of the Third Merger on December 31, 1997 (the "Effective Time of the Fourth Merger").

1.5 The Fifth Merger. Upon the Effective Time of the Fifth Merger (defined below), Chase Financial Management Corporation, an Ohio corporation ("CFMC"), is to be merged with and into CFC (the "Fifth Merger"), in accordance with the ORC, whereupon the separate existence of CFMC will cease, and CFC will be the Surviving Corporation and will continue to exist under and be governed by the ORC.

1.5.1 Certificate of Merger. CFMC and CFC will file a certificate of merger with the Secretary of State of the State of Ohio and will make all other filings or recordings required in connection with the Fifth Merger by the ORC.

1.5.2 Effective Time of the Fifth Merger. The Fifth Merger will be effective immediately after the Effective Time of the Fourth Merger on December 31, 1997 (the "Effective Time of the Fifth Merger").

ARTICLE II

THE CORPORATIONS SURVIVING THE MERGERS

2.1 Articles or Certificates of Incorporation.

2.1.1 The First Merger. At the Effective Time of the First Merger and without any further action on the part of Chase Limited or any Merging Corporation, the Certificate of Incorporation of Chase Limited in effect at the Effective Time of the First Merger will be the Certificate of Incorporation of the First Surviving Corporation until amended in accordance with applicable law.

2.1.2 The Second Merger. At the Effective Time of the Second Merger and without any further action on the part of Chase Limited or CFIC, the Certificate of Incorporation of Chase Limited in effect at the Effective Time of the Second Merger will be the Certificate of Incorporation of the Second Surviving Corporation until amended in accordance with applicable law.

2.1.3 The Third Merger. At the Effective Time of the Third Merger and without any further action on the part of CFC or Chase Limited, the Articles of Incorporation of CFC in effect at the Effective Time of the Third Merger will be the Articles of Incorporation of the Third Surviving Corporation until amended in accordance with applicable law.

2.1.4 The Fourth Merger. At the Effective Time of the Fourth Merger and without any further action on the part of CFC or CFAC, the Articles of Incorporation of CFC in effect at the Effective Time of the Fourth Merger will be the Articles of Incorporation of the Fourth Surviving Corporation until amended in accordance with applicable law.

2.1.5 The Fifth Merger. At the Effective Time of the Fifth Merger and without any further action on the part of CFC or CFMC, the Articles of Incorporation of CFC in effect at

the Effective Time of the Fifth Merger will be the Articles of Incorporation of the Surviving Corporation until amended in accordance with applicable law.

2.2 Code of Regulations or By-Laws.

2.2.1 The First Merger. At the Effective Time of the First Merger and without any further action on the part of Chase Limited or any Merging Corporation, the By-Laws of Chase Limited in effect at the Effective Time of the First Merger will be the By-Laws of the First Surviving Corporation until amended in accordance with applicable law.

2.2.2 The Second Merger. At the Effective Time of the Second Merger and without any further action on the part of Chase Limited or CFIC, the By-Laws of Chase Limited in effect at the Effective Time of the Second Merger will be the By-Laws of the Second Surviving Corporation until amended in accordance with applicable law.

2.2.3 The Third Merger. At the Effective Time of the Third Merger and without any further action on the part of CFC or Chase Limited, the Code of Regulations of CFC in effect at the Effective Time of the Third Merger will be the Code of Regulations of the Third Surviving Corporation until amended in accordance with applicable law.

2.2.4 The Fourth Merger. At the Effective Time of the Fourth Merger and without any further action on the part of CFC or CFAC, the Code of Regulations of CFC in effect at the Effective Time of the Fourth Merger will be the Code of Regulations of the Fourth Surviving Corporation until amended in accordance with applicable law.

2.2.5 The Fifth Merger. At the Effective Time of the Fifth Merger and without any further action on the part of CFC or CFMC, the Code of Regulations of CFC in effect at the Effective Time of the Fifth Merger will be the Code of Regulations of the Surviving Corporation until amended in accordance with applicable law.

2.3 Directors and Officers.

2.3.1 The First Merger. From and after the Effective Time of the First Merger, until successors are duly elected or appointed and qualified in accordance with the Certificate of Incorporation and By-Laws of the First Surviving Corporation and applicable law, (i) the directors of Chase Limited at the Effective Time of the First Merger will be the directors of the First Surviving Corporation, and (ii) the officers of Chase Limited at the Effective Time of the First Merger will be the officers of the First Surviving Corporation.

2.3.2 The Second Merger. From and after the Effective Time of the Second Merger, until successors are duly elected or appointed and qualified in accordance with the Certificate of Incorporation and By-Laws of the Second Surviving Corporation and applicable law, (i) the directors of Chase Limited at the Effective Time of the Second Merger will be the directors of the Second Surviving Corporation, and (ii) the officers of Chase Limited at the Effective Time of the Second Merger will be the officers of the Second Surviving Corporation.

2.3.3 The Third Merger. From and after the Effective Time of the Third Merger, until successors are duly elected or appointed and qualified in accordance with the Articles of Incorporation and Code of Regulations of the Third Surviving Corporation and applicable law, (i) the directors of CFC at the Effective Time of the Third Merger will be the directors of the Third Surviving Corporation, and (ii) the officers of CFC at the Effective Time of the Third Merger will be the officers of the Third Surviving Corporation.

2.3.4 The Fourth Merger. From and after the Effective Time of the Fourth Merger, until successors are duly elected or appointed and qualified in accordance with the Articles of Incorporation and Code of Regulations of the Fourth Surviving Corporation and applicable law, (i) the directors of CFC at the Effective Time of the Fourth Merger will be the

directors of the Fourth Surviving Corporation, and (ii) the officers of CFC at the Effective Time of the Fourth Merger will be the officers of the Fourth Surviving Corporation.

2.3.5 The Fifth Merger. From and after the Effective Time of the Fifth Merger, until successors are duly elected or appointed and qualified in accordance with the Articles of Incorporation and Code of Regulations of the Surviving Corporation and applicable law, (i) the directors of CFC at the Effective Time of the Fifth Merger will be the directors of the Surviving Corporation, and (ii) the officers of CFC at the Effective Time of the Fifth Merger will be the officers of the Surviving Corporation.

2.4 Statutory Agent.

2.4.1 The First Merger. The designated statutory agent for service of process for Chase Limited at the Effective Time of the First Merger will be the statutory agent for service of process for the First Surviving Corporation.

2.4.2 The Second Merger. The designated statutory agent for service of process for Chase Limited at the Effective Time of the Second Merger will be the statutory agent for service of process for the Second Surviving Corporation.

2.4.3 The Third Merger. The designated statutory agent for service of process for CFC at the Effective Time of the Third Merger will be the statutory agent for service of process for the Third Surviving Corporation.

2.4.4 The Fourth Merger. The designated statutory agent for service of process for CFC at the Effective Time of the Fourth Merger will be the statutory agent for service of process for the Fourth Surviving Corporation.

2.4.5 The Fifth Merger. The designated statutory agent for service of process for CFC at the Effective Time of the Fifth Merger will be the statutory agent for service of process for the Surviving Corporation.

ARTICLE III

CAPITALIZATION

3.1 Capitalization of CFC. The entire authorized capital stock of CFC consists of 500 shares of common stock, no par value per share, of which ten shares are issued and outstanding. Prior to the Mergers, all issued and outstanding shares are owned by CFIC. After the Effective Time of the Second Merger, all issued and outstanding shares of CFC capital stock will be owned by Chase Limited. After the Effective Time of the Third Merger, all issued and outstanding shares of CFC capital stock will be owned by Chase Manhattan Bank USA, National Association ("Chase USA"). All of the shares are free and clear of liens, and other than those that may be set forth in this Agreement, no authorization or consent of any person is required to consummate the transactions contemplated hereby.

3.2 Capitalization of Chase Limited. The entire authorized capital stock of Chase Limited consists of 100 shares of common stock, \$1.00 par value per share, of which one share is issued and outstanding. The sole issued and outstanding share is owned by Chase USA. The issued and outstanding share is free and clear of liens, and other than those that may be set forth in this Agreement, no authorization or consent of any person is required to consummate the transactions contemplated hereby.

3.3 Capitalization of the Arizona Corporation. The entire authorized capital stock of the Arizona Corporation consists of 200 shares of common stock, no par value per share, of which ten shares are issued and outstanding. All issued and outstanding shares are owned by

Chase Limited. All of the shares are free and clear of liens, and other than those that may be set forth in this Agreement, no authorization or consent of any person is required to consummate the transactions contemplated hereby.

3.4 Capitalization of the California Corporation. The entire authorized capital stock of the California Corporation consists of 200 shares of common stock, no par value per share, of which ten shares are issued and outstanding. All issued and outstanding shares are owned by Chase Limited. All of the shares are free and clear of liens, and other than those that may be set forth in this Agreement, no authorization or consent of any person is required to consummate the transactions contemplated hereby.

3.5 Capitalization of the Colorado Corporation. The entire authorized capital stock of the Colorado Corporation consists of 50,000 shares of common stock, \$1.00 par value per share, of which 5,000 shares are issued and outstanding. All issued and outstanding shares are owned by Chase Limited. All of the shares are free and clear of liens, and other than those that may be set forth in this Agreement, no authorization or consent of any person is required to consummate the transactions contemplated hereby.

3.6 Capitalization of the Florida Corporation. The entire authorized capital stock of the Florida Corporation consists of 200 shares of common stock, no par value per share, of which 25 shares are issued and outstanding. All issued and outstanding shares are owned by Chase Limited. All of the shares are free and clear of liens, and other than those that may be set forth in this Agreement, no authorization or consent of any person is required to consummate the transactions contemplated hereby.

3.7 Capitalization of the Georgia Corporation. The entire authorized capital stock of the Georgia Corporation consists of 200 shares of common stock, no par value per share, of

which ten shares are issued and outstanding. All issued and outstanding shares are owned by Chase Limited. All of the shares are free and clear of liens, and other than those that may be set forth in this Agreement, no authorization or consent of any person is required to consummate the transactions contemplated hereby.

3.8 Capitalization of the North Carolina Corporation. The entire authorized capital stock of the North Carolina Corporation consists of 100,000 shares of common stock, \$1.00 par value per share, of which 2,500 shares are issued and outstanding. All issued and outstanding shares are owned by Chase Limited. All of the shares are free and clear of liens, and other than those that may be set forth in this Agreement, no authorization or consent of any person is required to consummate the transactions contemplated hereby.

3.9 Capitalization of the Pennsylvania Corporation. The entire authorized capital stock of the Pennsylvania Corporation consists of 500 shares of common stock, no par value per share, of which twenty shares are issued and outstanding. All issued and outstanding shares are owned by Chase Limited. All of the shares are free and clear of liens, and other than those that may be set forth in this Agreement, no authorization or consent of any person is required to consummate the transactions contemplated hereby.

3.10 Capitalization of the Texas Corporation. The entire authorized capital stock of the Texas Corporation consists of 200 shares of common stock, no par value per share, of which ten shares are issued and outstanding. All issued and outstanding shares are owned by Chase Limited. All of the shares are free and clear of liens, and other than those that may be set forth in this Agreement, no authorization or consent of any person is required to consummate the transactions contemplated hereby.

3.11 Capitalization of CFIC. The entire authorized capital stock of CFIC consists of 1,000 shares of common stock, no par value per share, of which one share is issued and outstanding. The sole issued and outstanding share is owned by Chase Limited. The issued and outstanding share is free and clear of liens, and other than those that may be set forth in this Agreement, no authorization or consent of any person is required to consummate the transactions contemplated hereby.

3.12 Capitalization of CFAC. The entire authorized capital stock of CFAC consists of 500 shares of common stock, no par value per share, of which ten shares are issued and outstanding. All issued and outstanding shares are owned by CFIC. After the Effective Time of the Second Merger, all issued and outstanding shares of CFAC capital stock will be owned by Chase Limited. After the Effective Time of the Third Merger, all issued and outstanding shares of CFAC capital stock will be owned by CFC. All of the shares are free and clear of liens, and other than those that may be set forth in this Agreement, no authorization or consent of any person is required to consummate the transactions contemplated hereby.

3.13 Capitalization of CFMC. The entire authorized capital stock of CFMC consists of 100 shares of common stock, no par value per share, of which one share is issued and outstanding. The sole issued and outstanding share is owned by Chase USA. The issued and outstanding share is free and clear of liens, and other than those that may be set forth in this Agreement, no authorization or consent of any person is required to consummate the transactions contemplated hereby.

ARTICLE IV
EFFECT OF THE MERGER

4.1 Effect of the Mergers. At the Effective Time of any Merger, the effect of the Merger will be as provided by this Agreement and by the applicable provisions of the laws of the states under which any Merging Corporation is incorporated.

4.2 Further Action by the Merging Corporations. If after the Effective Time of the Mergers, the Surviving Corporation considers it advisable that any further conveyances, agreements, documents, instruments, assurances or any other actions are necessary or desirable to vest, perfect, confirm or record in the Surviving Corporation the title to any property, rights, interest, privileges, powers or franchises of any Merging Corporation or otherwise to carry out the provisions of this Agreement, the directors and officers of any Merging Corporation last in office shall execute and deliver, upon the Surviving Corporation's request, any and all proper conveyances, agreements, documents, instruments or assurances, and shall do and perform all other acts necessary or proper. If a sufficient number of the directors or officers of any Merging Corporation last in office are not able or available to execute such documentation or perform such acts, the directors and officers of the Surviving Corporation will be authorized to act on behalf of any Merging Corporation.

4.3 Capital Stock of the Corporation Surviving any Merger. At the Effective Time of the Mergers, each share of capital stock of the First Surviving Corporation, the Second Surviving Corporation, the Third Surviving Corporation, the Fourth Surviving Corporation or the Surviving Corporation, as the case may be, that is issued and outstanding at the Effective Time of that merger will remain unchanged and will continue to be one share of such capital stock.

4.4 Capital Stock of the Merging Corporations.

4.4.1 The First Merger. At the Effective Time of the First Merger, each share of capital stock of any Merging Corporation that is issued and outstanding immediately prior to the Effective Time of the First Merger will be canceled. All such shares, by virtue of the First Merger and without any action on the part of the holders thereof, the First Surviving Corporation or any Merging Corporation, will no longer be outstanding and will cease to exist. The Board of Directors of any Merging Corporation shall cause its sole shareholder to surrender all issued and outstanding shares to the Surviving Corporation at or immediately after the Effective Time.

4.4.4.1 Inapplicability of Florida's Dissenters' Rights Statute. All issued and outstanding shares of capital stock of the Florida Corporation are owned by the First Surviving Corporation, which approved the First Merger by unanimous written authorization of its Board of Directors. Consequently, no shareholders who would be entitled to approve the First Merger but for the operation of Section 607.1104 of the Florida Business Corporation Act will be eligible to exercise dissenter's rights.

4.4.2 The Second Merger. At the Effective Time of the Second Merger, each share of capital stock of CFIC that is issued and outstanding immediately prior to the Effective Time of the Second Merger will be canceled. All such shares, by virtue of the Second Merger and without any action on the part of the holders thereof, the Second Surviving Corporation or CFIC, will no longer be outstanding and will cease to exist. The Board of Directors of CFIC shall cause its sole shareholder to surrender all issued and outstanding shares to the Surviving Corporation at or immediately after the Effective Time.

4.4.3 The Third Merger. At the Effective Time of the Third Merger, each share of capital stock of Chase Limited that is issued and outstanding immediately prior to the

Effective Time of the Third Merger will be canceled. All such shares, by virtue of the Third Merger and without any action on the part of the holders thereof, the Third Surviving Corporation or Chase Limited, will no longer be outstanding and will cease to exist. The Board of Directors of Chase Limited shall cause its sole shareholder to surrender all issued and outstanding shares to the Surviving Corporation at or immediately after the Effective Time.

4.4.4 The Fourth Merger. At the Effective Time of the Fourth Merger, each share of capital stock of CFAC that is issued and outstanding immediately prior to the Effective Time of the Fourth Merger will be canceled. All such shares, by virtue of the Fourth Merger and without any action on the part of the holders thereof, the Fourth Surviving Corporation or CFAC, will no longer be outstanding and will cease to exist. The Board of Directors of CFAC shall cause its sole shareholder to surrender all issued and outstanding shares to the Surviving Corporation at or immediately after the Effective Time.

4.4.5 The Fifth Merger. At the Effective Time of the Fifth Merger, each share of capital stock of CFMC that is issued and outstanding immediately prior to the Effective Time of the Fifth Merger will be canceled. All such shares, by virtue of the Fifth Merger and without any action on the part of the holders thereof, the Surviving Corporation or CFMC will no longer be outstanding and will cease to exist. The Board of Directors of CFMC shall cause its sole shareholder to surrender all issued and outstanding shares to the Surviving Corporation at or immediately after the Effective Time.

4.5 Assets and Liabilities of the Merging Corporations. At the Effective Time of any Merger, the First Surviving Corporation, the Second Surviving Corporation, the Third Surviving Corporation, the Fourth Surviving Corporation or the Surviving Corporation, as the case may be, will for all purposes possess all assets and property of every description, and every interest

therein, of the relevant Merging Corporations and all rights, privileges, immunities, interests, powers, franchises, and authority of a public as well as a private nature of the relevant Merging Corporations. At the Effective Time of any Merger, the First Surviving Corporation, the Second Surviving Corporation, the Third Surviving Corporation, the Fourth Surviving Corporation or the Surviving Corporation, as the case may be, will assume for all purposes all liabilities or obligations belonging to or due to the relevant Merging Corporations.

4.5.1 Texas Franchise Taxes. Upon the Effective Date of the First Merger, the First Surviving Corporation will be responsible for the payment of all fees and franchise taxes required by law to be paid to the State of Texas. The First Surviving Corporation, the Second Surviving Corporation, the Third Surviving Corporation, the Fourth Surviving Corporation, and the Surviving Corporation will be obligated to pay such fees and taxes if the same are not timely paid.

ARTICLE V

MISCELLANEOUS

5.1 Abandonment or Amendment. At any time prior to the Effective Date of the Mergers or the filing of the certificates or articles of merger with the appropriate State offices, the Board of Directors of either the Surviving Corporation or any Merging Corporation may abandon these Mergers or any Merger or may amend this Agreement to the extent permitted by law.

5.2 Counterparts; Signatures. This Agreement may be executed in one or more counterparts each of which will be deemed an original, but all of which together will constitute one and the same instrument. A photocopy or facsimile of any signature necessary to authorize,

adopt, or execute this Agreement or any other document necessary to effect the Mergers will be treated to the extent permitted by law as an original signature.

5.3 Headings. The headings of articles and sections herein are for convenience of reference only, are not a part of this Agreement, and are not to be deemed to limit or affect any of the provisions hereof.

5.4 Complete Agreement. This Agreement contains the complete agreement among the parties with respect to the Mergers and supersedes all prior agreements and understandings with respect to the Mergers.

5.5 Third Parties. Nothing herein expressed or implied is intended or is to be construed to confer upon or give to any person, other than the parties to this Agreement or their respective successors and assigns, any rights, remedies, obligations or liabilities under or by reason of this Agreement.

5.6 Accounting Treatment of the Mergers. The parties hereto agree that these Mergers will be treated as poolings of interest for all purposes of federal and state income taxes, and each party will report all taxes in a manner consistent therewith.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective officers duly authorized on the day and year first above written.

CHASE FINANCIAL CORPORATION, an Ohio corporation

By: Robert J. Kapitan
Name: Robert J. Kapitan
Title: Vice President and Secretary

CHASE MANHATTAN FINANCIAL CORPORATION, LTD., a Delaware corporation

By: Robert J. Kapitan
Name: Robert J. Kapitan
Title: Vice President and Secretary

CHASE FINANCIAL SERVICES CORPORATION, an Arizona corporation

By: Robert J. Kapitan
Name: Robert J. Kapitan
Title: Vice President and Secretary

CHASE MANHATTAN FINANCIAL CORPORATION, a California corporation

By: Robert J. Kapitan
Name: Robert J. Kapitan
Title: Vice President and Secretary

CHASE FINANCIAL CORPORATION OF CO, a Colorado corporation

By: Robert J. Kapitan
Name: Robert J. Kapitan
Title: Vice President and Secretary

CHASE FINANCIAL CORPORATION OF FL, a Florida corporation

By: Robert J. Kapitan
Name: Robert J. Kapitan
Title: Vice President and Secretary

CHASE FINANCIAL CORPORATION OF GA, a Georgia corporation

By: Robert J. Kapitan
Name: Robert J. Kapitan
Title: Vice President and Secretary

CHASE FINANCIAL CORPORATION, a North Carolina corporation

By: Robert J. Kapitan
Name: Robert J. Kapitan
Title: Vice President and Secretary

CHASE FINANCIAL CORPORATION OF
PA, a Pennsylvania corporation

By: Robert J. Kapitan
Name: Robert J. Kapitan
Title: Vice President and Secretary

CHASE ACCEPTANCE CORPORATION,
a Texas corporation

By: Robert J. Kapitan
Name: Robert J. Kapitan
Title: Vice President and Secretary

CHASE FINANCIAL INVESTMENT
CORPORATION, a Delaware corporation

By: Robert J. Kapitan
Name: Robert J. Kapitan
Title: Vice President and Secretary

CHASE FINANCIAL ACCEPTANCE
CORPORATION, an Ohio corporation

By: Robert J. Kapitan
Name: Robert J. Kapitan
Title: Vice President and Secretary

CHASE FINANCIAL MANAGEMENT
CORPORATION, an Ohio corporation

By: Robert J. Kapitan
Name: Robert J. Kapitan
Title: Vice President and Secretary