

J00368

(Requestor's Name)

(Address)

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(City/State/Zip/Phone #)

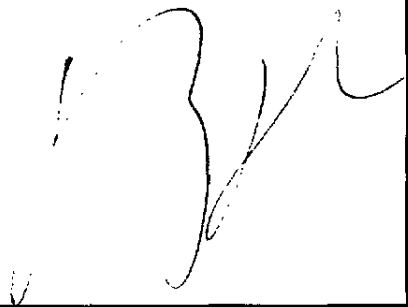
PICK-UP WAIT MAIL

(Business Entity Name)

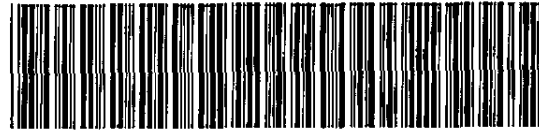
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TALLAHASSEE, FLORIDA
STATE



UCC FILING & SEARCH SERVICES, INC.
 526 East Park Avenue
 Tallahassee, Florida 32301
 (850) 681-6528

HOLD
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June 2, 2005

CORPORATION NAME (S) AND DOCUMENT NUMBER (S):

Mortgage Contracting Services, Inc.

Filing Evidence

- Plain/Confirmation Copy
- Certified Copy

Retrieval Request

- Photocopy
- Certified Copy

Type of Document

- Certificate of Status
- Certificate of Good Standing
- Articles Only
- All Charter Documents to Include Articles & Amendments
- Fictitious Name Certificate
- Other

FILED
 JUN -2 PM 12:51
 TALLAHASSEE, FLORIDA
 UCC SERVICES, INC.

NEW FILINGS	
<input type="checkbox"/>	Profit
<input type="checkbox"/>	Non Profit
<input type="checkbox"/>	Limited Liability
<input type="checkbox"/>	Domestication
<input type="checkbox"/>	Other

AMENDMENTS	
<input type="checkbox"/>	Amendment
<input type="checkbox"/>	Resignation of RA Officer/Director
<input type="checkbox"/>	Change of Registered Agent
<input type="checkbox"/>	Dissolution/Withdrawal
<input checked="" type="checkbox"/>	Merger

OTHER FILINGS	
<input type="checkbox"/>	Annual Reports
<input type="checkbox"/>	Fictitious Name
<input type="checkbox"/>	Name Reservation
<input type="checkbox"/>	Reinstatement

REGISTRATION/QUALIFICATION	
<input type="checkbox"/>	Foreign
<input type="checkbox"/>	Limited Liability
<input type="checkbox"/>	Reinstatement
<input type="checkbox"/>	Trademark
<input type="checkbox"/>	Other

FILED
05 JUN -2 PM 12:57
SUPERIOR COURT STATE
TALLAHASSEE, FLORIDA

ARTICLES OF MERGER

The following articles of merger are being submitted in accordance with section(s) 607.1109, 608.4382, and/or 620.203, Florida Statutes.

FIRST: The exact name, street address of its principal office, jurisdiction, and entity type for each merging party are as follows:

<u>Name and Street Address</u>	<u>Jurisdiction</u>	<u>Entity Type</u>
1. <u>Mortgage Contracting Services, Inc.</u> <u>1501 S. Church Street</u> <u>Tampa, FL 33629</u>	<u>Florida</u>	<u>corporation</u>
Florida Document/Registration Number: <u>J00368</u> <i>J00368</i>		FBI Number: <u>89-2658123</u>
2. <u>Hazard Claim Services, Inc.</u> <u>1501 S. Church Street</u> <u>Tampa, FL 33629</u>	<u>Florida</u>	<u>corporation</u>
Florida Document/Registration Number: <u>P03000078210</u>		FBI Number: <u>58-3449070</u>
3. _____ _____ _____	_____	_____
Florida Document/Registration Number: _____		FBI Number: _____
4. _____ _____ _____	_____	_____
Florida Document/Registration Number: _____		FBI Number: _____

(Attach additional sheet(s) if necessary)

SECOND: 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>
<u>Mortgage Contracting Services LLC</u>	<u>Delaware</u>	<u>LLC</u>
<u>191 N. Wacker Street</u>		
<u>Chicago, IL 60606</u>		

Florida Document/Registration Number: _____ FEI Number: Applied For

THIRD: The attached Plan of Merger meets the requirements of section(s) 607.1108, 608.438, 617.1103, and/or 620.201, Florida Statutes, and was approved by each domestic corporation, limited liability company, partnership and/or limited partnership that is a party to the merger in accordance with Chapter(s) 607, 617, 608, and/or 620, Florida Statutes.

FOURTH: If applicable, the attached Plan of Merger was approved by the other business entity(ies) that is/are party(ies) to the merger in accordance with the respective laws of all applicable jurisdictions.

FIFTH: If not incorporated, organized, or otherwise formed under the laws of the state of Florida, the surviving entity hereby appoints the Florida Secretary of State as its agent for substitute service of process pursuant to Chapter 48, Florida Statutes, in any proceeding to enforce any obligation or rights of any dissenting shareholders, partners, and/or members of each domestic corporation, partnership, limited partnership and/or limited liability company that is a party to the merger.

SIXTH: If not incorporated, organized, or otherwise formed under the laws of the state of Florida, the surviving entity agrees to pay the dissenting shareholders, partners, and/or members of each domestic corporation, partnership, limited partnership and/or limited liability company that is a party to the merger the amount, if any, to which they are entitled under section(s) 607.1302, 620.205, and/or 608.4384, Florida Statutes.

SEVENTH: If applicable, the surviving entity has obtained the written consent of each shareholder, member or person that as a result of the merger is now a general partner of the surviving entity pursuant to section(s) 607.1108(5), 608.4381(2), and/or 620.202(2), Florida Statutes.

EIGHTH: The merger is permitted under the respective laws of all applicable jurisdictions and is not prohibited by the agreement of any partnership or limited partnership or the regulations or articles of organization of any limited liability company that is a party to the merger.

PLAN OF MERGER

The following plan of merger, which was adopted and approved by each party to the merger in accordance with section(s) 607.1107, 617.1103, 608.4381, and/or 620.202, is being submitted in accordance with section(s) 607.1108, 608.438, and/or 620.201, Florida Statutes.

FIRST: The exact name and jurisdiction of each merging party are as follows:

<u>Name</u>	<u>Jurisdiction</u>
Mortgage Contracting Services, Inc.	Florida
Hazard Claim Services, Inc.	Florida

SECOND: The exact name and jurisdiction of the surviving party are as follows:

<u>Name</u>	<u>Jurisdiction</u>
Mortgage Contracting Services LLC	Delaware

THIRD: The terms and conditions of the merger are as follows:

See Exhibit A attached hereto.

(Attach additional sheet(s) if necessary)

FOURTH:

A. The manner and basis of converting the interests, shares, obligations or other securities of each merged party into the interests, shares, obligations or other securities of the survivor, in whole or in part, into cash or other property are as follows:

See Exhibit A attached hereto.

B. The manner and basis of converting rights to acquire interests, shares, obligations or other securities of each merged party into rights to acquire interests, shares, obligations or other securities of the surviving entity, in whole or in part, into cash or other property are as follows:

See Exhibit A attached hereto.

(Attach additional sheet(s) if necessary)

FIFTH: If a partnership or limited partnership is the surviving entity, the name(s) and address(es) of the general partner(s) are as follows:

Name(s) and Address(es) of General Partner(s)

If General Partner is a Non-Individual,
Florida Document/Registration Number

SIXTH: If a limited liability company is the surviving entity the name(s) and address(es) of the manager(s) managing members are as follows:
See attached Exhibit B.

SEVENTH: All statements that are required by the laws of the jurisdiction(s) under which each Non-Florida business entity that is a party to the merger is formed, organized, or incorporated are as follows:

EIGHTH: Other provisions, if any, relating to the merger:

(Attach additional sheet(s) if necessary)

EXHIBIT A

PLAN OF MERGER

PLAN OF MERGER to be dated on or about June 1, 2005 (the "Merger Agreement"), by and among Mortgage Contracting Services LLC, a Delaware limited liability company ("MCS LLC"), Mortgage Contracting Services, Inc., a Florida corporation ("MCS Inc.") and Hazard Claim Services, Inc., a Florida corporation ("HCS Inc.").

WHEREAS, the authorized capital stock of MCS Inc. consists of one hundred (100) shares of Common Stock, par value \$1.00 per share (the "MCS Inc. Common"), of which one hundred (100) shares are issued and outstanding, fully paid and nonassessable and held by MCS Acquisition Co., a Delaware corporation (the "Parent");

WHEREAS, the authorized capital stock of HCS Inc. consists of ten thousand (10,000) shares of Common Stock, no par value (the "HCS Inc. Common"), of which ten thousand (10,000) shares are issued and outstanding, fully paid and nonassessable and held by the Parent;

WHEREAS, the authorized units of MCS LLC consists of 1,000 units (the "MCS LLC Units"), of which one thousand (1,000) units are issued and outstanding and held by the Parent;

WHEREAS, the Parent desires to merge MCS Inc. and HCS Inc. with and into MCS LLC;

WHEREAS, the respective Boards of Directors of MCS Inc. and HCS Inc. and the Board of Managers of MCS LLC deem it advisable that MCS Inc. and HCS Inc. merge with and into MCS LLC and that MCS LLC continue as the surviving business entity, upon the terms set forth herein and in accordance with the laws of the States of Delaware and Florida (the "Merger"), and that the shares of MCS Inc. and HCS Inc. be canceled upon consummation of the Merger as set forth herein; and

WHEREAS, the respective Boards of Directors of MCS Inc. and HCS Inc. and the Board of Managers of MCS LLC have by resolutions duly approved and adopted the provisions of the Merger Agreement as the plan of merger required by (i) Section 18-209 of the Limited Liability Company Act of the State of Delaware (the "Delaware Law") and (ii) Section 607.1108 of the Florida Business Corporation Act (the "Florida Law").

At the Effective Time (as hereinafter defined), MCS Inc. and HCS Inc. shall be merged with and into MCS LLC, the separate existence of each of MCS Inc. and HCS Inc. (except as may be continued by operation of law) shall cease, and MCS LLC shall continue as the surviving business entity, all with the effects provided by applicable law. MCS LLC, in its capacity as the surviving business entity of the Merger, is hereinafter sometimes referred to as the "Surviving Business Entity."

At the Effective Time, each of the shares of MCS Inc. and HCS Inc. issued and outstanding immediately prior to the Effective Time shall, by virtue of the Merger and without any action by MCS LLC, the Parent or any other person, be canceled and no cash or securities or other property shall be payable to the Parent in respect thereof.

At the Effective Time, each of the MCS LLC Units issued and outstanding immediately prior to the Effective Time shall, by virtue of the Merger and without any action by the Parent, MCS LLC or any other person remain unaffected by the Merger.

At and after the Effective Time, the Surviving Business Entity shall possess all the rights, privileges, immunities and franchises, of both a public and private nature, and be subject to all the duties and liabilities of MCS Inc. and HCS Inc.; and all rights, privileges, immunities and franchises of MCS Inc. and HCS Inc. and all property, real, personal and mixed, and all debts due on whatever accounts, including subscriptions to shares, and all other choses in action, and all and every other interest, of or belonging to MCS Inc. and HCS Inc. shall be taken and deemed to be transferred to and vested in the Surviving Business Entity without further act or deed; and title to any real estate, or any interest therein, vested in MCS Inc. and HCS Inc. shall not revert or be in any way impaired by reason of the Merger; and the Surviving Business Entity shall thenceforth be responsible and liable for all liabilities and obligations of MCS Inc. and HCS Inc. and any claim existing or action or proceeding pending by or against MCS Inc. and HCS Inc. may be prosecuted to judgment as if the Merger had not taken place or the Surviving Business Entity may be substituted in its place; all with the effect set forth in the Delaware Law and the Florida Law. The authority of the officers of MCS Inc. and HCS Inc. shall continue with respect to the due execution in the name of each respective company tax returns, instruments of transfer or conveyance and other documents where the execution thereof is required or convenient to comply with any provision of the Florida Law or any contract to which any of MCS Inc. or HCS Inc. was a party or this Merger Agreement.

The name of the Surviving Business Entity shall be "Mortgage Contracting Services LLC"

The Certificate of Formation of MCS LLC as in effect at the Effective Time shall govern the Surviving Business Entity, until it shall be amended as provided by law.

The Limited Liability Company Agreement of MCS LLC as in effect at the Effective Time, subject to alteration, amendment or repeal from time to time by the Board of Managers or the unitholders of the Surviving Business Entity, shall govern the Surviving Business Entity.

The Board of Managers and the officers of MCS LLC holding office immediately prior to the Effective Time shall be the Board of Managers and the officers respectively (holding the same positions as they held with MCS LLC immediately prior to the Effective Time) of the Surviving Business Entity and shall hold such offices until the expiration of their current terms, or their prior resignation, removal or death, or as otherwise provided in the Limited Liability Company Agreement of the Surviving Business Entity.

The "Effective Time" shall mean the time the merger shall have become effective in accordance with the Articles of Merger filed with the Florida Department of State.

EXHIBIT B

BOARD OF MANAGERS

C. Bryan Daniels
Prairie Capital
191 N. Wacker Street
Chicago, IL 60606

Christopher Killackey
Prairie Capital
191 N. Wacker Street
Chicago, IL 60606

Harrison Steans
Financial Investments Corporation
405 N. Wabash Avenue
Suite P2E
Chicago, IL 60611

Jennifer Steans
Financial Investments Corporation
405 N. Wabash Avenue
Suite P2E
Chicago, IL 60611

Allan Martin
1501 South Church Avenue
Tampa, FL 33629