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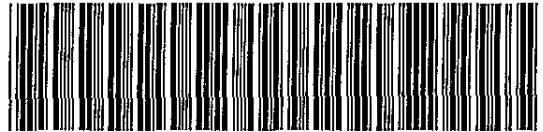
(Business Entity Name)

(Document Number)

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WASHINGTON, DC 20503

BARNES & THORNBURG

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April 15, 2005

VIA FEDERAL EXPRESS

Florida Division of Corporations
409 East Gaines Street
Tallahassee, Florida 32399

RE: Articles of Merger
Embassy Financial Services, Inc.

Filing Officer:

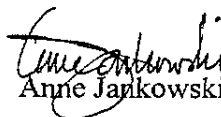
Enclosed for filing with your office are Articles of Merger merging Embassy Financial Services, Inc., a Florida corporation, into HomeServices Financial, LLC, a Delaware limited liability company. Also enclosed is a check in the amount of \$60 for the filing fees.

Please return the file-marked copy of the Articles of Merger to this office in the enclosed Federal Express envelope.

Thank you for your assistance.

Sincerely,

BARNES & THORNBURG LLP


Anne Jankowski

AJ:jl

Enclosures

cc: Jill A. Bispala, Paralegal
Kimberly L. Thomas, Esq.

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SECRETARY OF 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. HomeServices Financial, LLC 6800 France Avenue South, Suite 600 Edina, Minnesota 55435	Delaware	limited liability company

Florida Document/Registration Number: N/A md4000005706 FEI Number: 20-1807216

2. Embassy Financial Services, Inc. 1390 S. Dixie Hwy, Suite 1310 Coral Gables, Florida 33146	Florida	corporation
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Florida Document/Registration Number: P96000032541 FEI Number: 65-0669509

3.

Florida Document/Registration Number: FEI Number:

4.

Florida Document/Registration Number: FEI 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>
HomeServices Financial, LLC - M04-000005706	Delaware	limited liability company
6800 France Avenue South, Suite 600		
Edina, Minnesota 55435		
Florida Document/Registration Number: N/A		FEI Number: 20-1807216

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.

The date the Articles of Merger are filed with Florida Department of State

April 30, 2005

SECRETARY OF STATE
MALCOLM W. CRANDALL

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

(Note: Please see instructions for required signatures.)

[illegible]

(Attach additional sheet(s) if necessary)

AGREEMENT AND PLAN OF MERGER

THIS AGREEMENT AND PLAN OF MERGER (this "Plan") is made on the 12th day of April, 2005, by and between HOMESERVICES FINANCIAL, LLC, a Delaware limited liability company (the "Surviving Company"), and EMBASSY FINANCIAL SERVICES, INC., a Florida corporation (the "Merging Company"), pursuant to the provisions of the Delaware Limited Liability Company Act (the "DLLCA") and the Florida Business Corporation Act (the "FBCA").

RECITALS

- A. All of the Common Interests of the Surviving Company are owned by HomeServices of America, Inc.
- B. All of the capital stock of the Merging Company is owned by Esslinger-Wooten Maxwell, Inc.
- C. The sole member of the Surviving Company and the board of directors and shareholders of the Merging Company have determined that it is advisable and in the best interests of the Surviving Company and the Merging Company (collectively, the "Constituent Companies") that the Merging Company be merged with and into the Surviving Company upon the terms and subject to the conditions set forth in this Plan and in accordance with the DLLCA and the FBCA.

F. The sole member of the Surviving Company and the board of directors and sole shareholder of the Merging Company have approved and adopted this Plan.

AGREEMENTS

NOW, THEREFORE, in consideration of the foregoing and for the purpose of setting forth the terms, conditions and method of effecting the merger, the parties agree as follows:

ARTICLE 1 - DESCRIPTION OF MERGER

Section 1.1 The Merger. Pursuant to the terms and provisions of this Plan and the DLLCA and FBCA, the Merging Company will merge with and into the Surviving Company (the "Merger").

Section 1.2 Effective Time. The effective date and time of the Merger shall be April 30 2005 (the "Effective Time").

Section 1.3 Survival of the Merger. At the Effective Time, the separate existence of the Merging Company shall cease and the Surviving Company shall survive the Merger and continue to be a Delaware limited liability company.

ARTICLE 2 - EFFECT OF MERGER

Section 2.1 Certificate of Formation. On and after the Effective Time, the Certificate of Formation of the Surviving Company, as in effect immediately prior to the Effective Time, shall constitute the Certificate of Formation of the Surviving Company (the "Surviving Certificate of Formation"), and shall not be amended in any respect by reason of this Plan, subject always to the right of the Surviving Company to amend the Surviving Certificate of

Formation in accordance with the laws of the State of Delaware and the Surviving Certificate of Formation.

Section 2.2 Limited Liability Company Agreement. On and after the Effective Time, the Limited Liability Company Agreement of the Surviving Company, as in effect immediately prior to the Effective Time, shall constitute the Limited Liability Company Agreement of the Surviving Company (the "Surviving LLC Agreement"), and shall not be amended in any respect by reason of this Plan, subject always to the right of the Surviving Company to alter, amend or repeal the Surviving LLC Agreement in accordance with the laws of the State of Delaware, the Surviving Certificate of Formation and the Surviving LLC Agreement.

ARTICLE 3 - OFFICERS

Section 3.1 Officers. On and after the Effective Time, the officers of the Surviving Company in office immediately prior to the Effective Time shall continue as the officers of the Surviving Company, each to hold office subject to the laws of the State of Delaware, the Surviving Certificate of Formation and Surviving LLC Agreement until their respective successors are duly elected and qualified or their earlier death, resignation or removal.

ARTICLE 4 - CONVERSION OF SHARES

Section 4.1 Cancellation of Merging Company's Common Interests. At the Effective Time, all of the issued and outstanding capital stock of the Merging Company shall automatically and by operation of law be cancelled, and no payment shall be made with respect thereto.

Section 4.2 Existence of Surviving Company's Common Interests. At the Effective Time, all issued and outstanding Common Interests of the Surviving Company, shall be and remain issued and outstanding Common Interests of the Surviving Company.

ARTICLE 5 - SUCCESSION

Section 5.1 Succession. At the Effective Time, (a) the separate corporate existence of the Merging Company shall cease and the Surviving Company shall possess all the rights, privileges and powers and be subject to all the restrictions, liabilities and duties of each of the Constituent Companies, and (b) all property (real, personal and mixed) and all debts due to each of the Constituent Companies on whatever account or belonging to each of the Constituent Companies, shall be vested in the Surviving Company as provided in the DLLCA and the FBCA.

ARTICLE 6 - CORPORATE ACTS

Section 6.1 Corporate Acts. From and after the Effective Time, all corporate acts, plans, policies, arrangements, approvals and authorizations (collectively, the "Corporate Acts") of the Merging Company, its members, officers, employees and agents that were valid and effective immediately prior to the Effective Time shall be taken for all purposes as the Corporate Acts of the Surviving Company.


ARTICLE 7 - FURTHER DOCUMENTS

Section 7.1 Further Documents. If at any time prior to the Effective Time the Surviving Company shall determine that any further assignment, conveyance, assurance or other action is necessary or desirable to vest in the Surviving Company the title to any property or right of the Merging Company or otherwise to carry out the purposes of the Merger, the board of directors and proper officers of the Merging Company shall execute and make all such proper assignments or assurances and take such other actions; and the sole member and the proper officers of the Surviving Company are hereby authorized, in the name and on behalf of the Merging Company or otherwise, to do any of the foregoing.


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IN WITNESS WHEREOF, the parties have executed this Agreement and Plan of Merger as of the date first above written.

HOMESERVICES FINANCIAL, LLC.

By 
Its Vice President and Secretary

EMBASSY FINANCIAL SERVICES, INC.

By 
Its Vice President and Secretary

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SECRETARY OF STATE
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FACILITY

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