

Document Number Only

P97000034464

CT CORPORATION SYSTEM

Requestor's Name
660 East Jefferson Street

Address
Tallahassee, FL 32301 222-1092
City State Zip Phone

CORPORATION(S) NAME

National Lending Center, Inc. (FL)

merging into:
NLC Holdings, Inc. (FL)

changing its name to
National Lending Center, Inc.

☐ Profit
☐ NonProfit
☐ Limited Liability Co.
☐ Foreign

☐ Amendment
☐ Dissolution/Withdrawal

☒ Merger

☐ Mark

☐ Limited Partnership
☐ Reinstatement

☐ Annual Report
☐ Reservation

☐ Other UCC Filing
☐ Change of R.A.
☐ Fic. Name

(2) ☐ Certified Copies of *Merger docs*

☐ Photo Copies

☒ CUS

☐ Call When Ready
☒ Walk In
☐ Mail Out

☐ Call if Problem

☐ After 4:30
☒ Pick Up

Name
Availability
Document Examiner
Updater
Verifier
Acknowledgment
W.P. Verifier

CR2E031 (1-89)

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R. AGENT
CERT COPY 157.50
CUS
OVERPAYMENT
TOTAL 227.50

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Attorneys called -
Aware of
error on
page 3 +
4 of plan
in Article IV

must be
Filed 1st

merge
sp
7/10

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-07/14/97-01095-003
***227.50 ***227.50

97 JUL 10 PM 4:15
RECEIVED
DIVISION OF CORPORATIONS
SECRETARY OF STATE

97 JUL 10 PM 4:14
DIVISION OF CORPORATIONS

AND

**ARTICLES OF MERGER
Merger Sheet**

MERGING:

NATIONAL LENDING CENTER, INC., a FL Corp., #M60277

INTO

NLC HOLDINGS, INC. which changed its name to

NATIONAL LENDING CENTER, INC., a Florida corporation, P97000034464

File date: July 10, 1997

Corporate Specialist: Susan Payne

ARTICLES OF MERGER

of

**NATIONAL LENDING CENTER, INC.,
a Florida corporation,**

with and into

**NLC HOLDINGS, INC.,
a Florida corporation (the "Surviving Corporation")**

**(Including Amendment to Articles of Incorporation of
NLC Holdings, Inc., as Surviving Corporation to
change its corporate name to National Lending Center, Inc.)**

**FILED
SECRETARY OF STATE
DIVISION OF CORPORATIONS
97 JUL 10 PM 4: 15**

Pursuant to the provisions of Sections 607.1105 and 607.1107 of the Florida Business Corporation Act, National Lending Center, Inc., a Florida corporation, and NLC Holdings, Inc., a Florida corporation, adopt the following Articles of Merger:

1. The Plan of Merger is set forth as Exhibit A and incorporated by reference as if fully set forth herein.

As to National Lending Center, Inc., the Plan of Merger was duly approved and adopted by unanimous written consent of the board of directors and thereafter by unanimous written consent of the shareholders in accordance with the laws of the State of Florida, all as of June 30, 1997.

As to NLC Holdings, Inc., the Plan of Merger was duly approved and adopted by unanimous written consent of the board of directors and thereafter by unanimous written consent of the sole shareholder in accordance with the laws of the State of Florida, all as of June 30, 1997.

2. The effective date of the merger shall be the first day on which the Articles of Merger have been filed with the Florida Department of State.

3. Pursuant to the Plan of Merger, all issued and outstanding shares of National Lending Center, Inc.'s stock shall be acquired by means of a merger of National Lending Center, Inc. into NLC Holdings, Inc. with NLC Holdings, Inc., the surviving corporation.

4. Pursuant to the Plan of Merger, the Articles of Incorporation of NLC Holdings, Inc., as in effect immediately prior to the Effective Time of the Merger, shall continue in full force and effect as the Articles of Incorporation of the surviving corporation except that the heading and Article I of said Articles of Incorporation shall be amended to provide that the corporate name shall be National Lending Center, Inc.

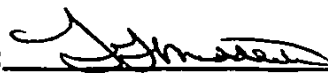
IN WITNESS WHEREOF, the parties have set their hands as of this 30th day of June, 1997.

Attest:



Its Assistant Secretary


NLC HOLDINGS, INC.,
a Florida corporation

By: 

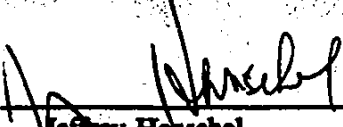
Its EXECUTIVE VICE PRESIDENT

Attest:

NATIONAL LENDING CENTER, INC.,
a Florida corporation



Emilia Arillo
Its Assistant Secretary

By: 

Jeffrey Henschel
Its Vice President

PLAN AND AGREEMENT OF MERGER

of

**NATIONAL LENDING CENTER, INC.,
a Florida corporation,**

with and into

**NLC HOLDINGS, INC.,
a Florida corporation**

PLAN AND AGREEMENT OF MERGER (hereinafter called "Agreement") dated as of the 1st day of July, 1997, by and between NLC HOLDINGS, INC., a corporation organized and existing under the laws of the State of Florida (hereinafter sometimes referred to as "Acquisition Subsidiary") and NATIONAL LENDING CENTER, INC., a corporation organized and existing under the laws of the State of Florida (hereinafter sometimes referred to as "Company").

RECITALS

All of the outstanding shares of common stock of Acquisition Subsidiary are owned by IMC Mortgage Company, a corporation organized and existing under the laws of the State of Florida (hereinafter sometimes referred to as "Purchaser"). The boards of directors of Purchaser and Acquisition Subsidiary have determined that it is advisable and generally to the advantage and welfare of Acquisition Subsidiary, its shareholder and the shareholders of Purchaser, and the board of directors of Company has determined that it is advisable and generally to the advantage and welfare of Company and its shareholders, that Company be merged into Acquisition Subsidiary on the terms herein set forth. The respective boards of directors of Acquisition Subsidiary and Company, by resolutions duly adopted, have approved and adopted this Agreement (with the recommendation that this Agreement be approved by the shareholders) and directed that this Agreement be submitted to the shareholders of Company and the shareholder of Acquisition Subsidiary, respectively, for approval. The sole shareholder of Acquisition Subsidiary and the shareholders of Company have unanimously approved this Agreement.

NOW, THEREFORE, Acquisition Subsidiary and Company, in consideration of the premises and of the mutual provisions, agreements and covenants herein contained and in accordance with the applicable statutes of Florida, hereby agree as follows:

ARTICLE I

Corporate Existence of the Surviving Corporation

At the Effective Time of the merger, Company shall be merged with and into Acquisition Subsidiary, and Acquisition Subsidiary shall be the surviving corporation (such merger being hereinafter sometimes referred to as the "Merger"). The corporate identity, existence, purposes, powers, franchises, rights and immunities of Acquisition Subsidiary (hereinafter sometimes referred to as the "Surviving Corporation") shall continue unaffected and unimpaired by the Merger; and the corporate identity, existence, purposes, powers, franchises, rights and immunities of Company shall be merged into the Acquisition Subsidiary and the Surviving Corporation shall be fully vested therewith. The separate existence of Company, except insofar as otherwise specifically provided by law, shall cease at the Effective Time of the Merger whereupon Company and the Acquisition Subsidiary shall be and become one single corporation.

ARTICLE II

Certificate of Incorporation of Surviving Corporation

The Articles of Incorporation of Acquisition Subsidiary, as in effect immediately prior to the Effective Time of the Merger, shall continue in full force and effect as the Articles of Incorporation of the Surviving Corporation except that the heading and Article I of said Articles of Incorporation shall be amended to provide that the corporate name shall be NATIONAL LENDING CENTER, INC.

ARTICLE III

Bylaws of Surviving Corporation

The bylaws of Acquisition Subsidiary as in effect immediately prior to the Effective Time of the Merger shall continue in full force and effect as the bylaws of the Surviving Corporation until amended in accordance with law.

ARTICLE IV

Directors and Officers of Surviving Corporation

The duly qualified and acting directors and officers of Acquisition Subsidiary immediately prior to the Effective Time of the Merger shall be the directors and officers of the Surviving Corporation.

ARTICLE V

Conversion and Exchange of Shares

A. The manner of converting and exchanging the shares of each of Company and Acquisition Subsidiary shall be as follows:

1. At the Effective Time of the Merger, each holder of common stock of Company shall have his shares converted into one (1) share of common stock, \$0.01 par value, of Purchaser and other consideration as provided in the Agreement and Plan of Reorganization.

2. At the Effective Time of the Merger, the holder of capital stock of Acquisition Subsidiary shall have its shares converted into shares of the Surviving Corporation which shall constitute all of the outstanding shares of common stock of the Surviving Corporation after the Effective Time of the Merger.

B. At or immediately following the Effective Time of the Merger, each holder of an outstanding certificate or certificates which prior thereto represented shares of Company's common stock shall surrender same to Company or its designated agent, and each such holder shall be entitled upon such surrender to receive in exchange therefor, a certificate or certificates representing the number of shares of Purchaser's common stock into which the certificate or certificates so surrendered shall have been converted as aforesaid, together with other consideration as provided in the Agreement and Plan of Reorganization. Until surrendered to and canceled by Company, each certificate, which prior to the Effective Time of the Merger represented outstanding shares of Company's common stock, shall be deemed for all corporate purposes to evidence the number of shares of Purchaser's common stock into which the same shall have been converted.

ARTICLE VI

Earned Surplus of Surviving Corporation

The earned surplus of the Surviving Corporation shall equal the aggregate of the earned surpluses of Acquisition Subsidiary and Company immediately prior to the Effective Time of the Merger. The earned surplus determined as above provided shall continue to be available for payment of dividends by the Surviving Corporation.

ARTICLE VII

Effective Time of Merger

The "Effective Time" of the Merger shall be at the close of business on the date on which Articles of Merger are filed with the Florida Department of State.

regarding the Effective Time shall not modify or amend the Agreement and Plan of Reorganization, including without limitation the provisions contained therein that the "Effective Time" for purposes of the Agreement and Plan of Reorganization shall be 12:01 a.m. on July 1, 1997 and that the parties shall give effect to July 1, 1997 as the Effective Time to the fullest extent permitted by law.)

ARTICLE VIII

Conditions and Termination

The conditions specified in Articles 8 and 9 of the Agreement and Plan of Reorganization dated as of June 13, 1997, between Purchaser, Acquisition Subsidiary and Company, *et al.* shall constitute conditions precedent to the obligations of the parties hereto as therein provided and if by reason of the provisions of Articles 8 and 9 of the Agreement and Plan of Reorganization either Acquisition Subsidiary or Company are not obligated to consummate this Agreement, then the party or parties not so obligated may terminate this Agreement prior to the Effective Time of the Merger by delivery to the other party or parties of written notice of such termination prior to the Effective Time of the Merger, and thereupon this Agreement shall be terminated without further liability of any party in favor of the others except as otherwise provided in the Agreement and Plan of Reorganization.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed by their respective officers thereunto duly authorized and their respective corporate seals to be hereunto affixed and attested in accordance with the requirements of applicable law, all as of the day and year first above written.

NLC HOLDINGS, INC.

[CORPORATE SEAL]

By: _____

Name: Thomas G. Middleton

Title: Executive Vice President

Attest: _____

Name: Laurie S. Williams

Title: Secretary

**NATIONAL LENDING CENTER, INC., a
Florida corporation**

[CORPORATE SEAL]

By: 

Name: Jeffrey Henschel

Title: Vice President

Attest: 

Name: Emilia Arillo

Title: Assistant Secretary

Document Number Only

P97000034464

CT CORPORATION SYSTEM

Requestor's Name
660 East Jefferson Street

Address
Tallahassee, FL 32301 222-1092
City State Zip Phone

CORPORATION(S) NAME

National Lending Center, Inc. (IL)

merging into:

National Lending Center, Inc. (FL)

- ☐ Profit ☐ Amendment ☒ Merger
- ☐ NonProfit ☐ Dissolution/Withdrawal ☐ Mark
- ☐ Limited Liability Co. ☐ Other UCC Filing
- ☐ Foreign ☐ Annual Report ☐ Change of R.A.
- ☐ Limited Partnership ☐ Reservation ☐ Fic. Name
- ☐ Reinstatement ☐ Photo Copies ☐ CUS
- ☒ Certified Copy *merger docs* ☐ Call if Problem ☐ After 4:30
- ☐ Call When Ready ☐ Walk In ☒ Pick Up
- ☐ Mail Out

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Availability
Document Examiner
Updater
Verifier
Acknowledgment
W.P. Verifier

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7-
FILING 70
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CUS
OVERPAYMENT
TOTAL 122.50

File 2nd

merger sp 7/10/97

**ARTICLES OF MERGER
Merger Sheet**

MERGING:

NATIONAL LENDING CENTER, INC., a nonqualified Illinois corp.

INTO

NATIONAL LENDING CENTER, INC., a Florida corporation, P97000034464

File date: July 10, 1997

Corporate Specialist: Susan Payne

FILED
SECRETARY OF STATE
DIVISION OF CORPORATIONS
97 JUL 10 PM 4: 16

ARTICLES OF MERGER

of

**NATIONAL LENDING CENTER, INC.,
an Illinois corporation,**

with and into

**NATIONAL LENDING CENTER, INC.,
a Florida corporation
(formerly known as NLC HOLDINGS, INC.,
a Florida corporation) (the "Surviving Corporation")**

Pursuant to the applicable provisions of the Illinois Business Corporation Act and Sections 607.1105 and 607.1107 of the Florida Business Corporation Act, National Lending Center, Inc., an Illinois corporation, and National Lending Center, Inc., a Florida corporation (formerly known as NLC Holdings, Inc., a Florida corporation), adopt the following Articles of Merger:

1. The Plan of Merger is set forth as Exhibit A and incorporated by reference as if fully set forth herein.

As to National Lending Center, Inc., an Illinois corporation, the Plan of Merger was duly approved and adopted by unanimous written consent of the board of directors and thereafter by unanimous written consent of the shareholders in accordance with the laws of the State of Illinois, all as of June 30, 1997.

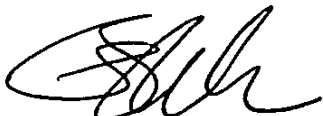
As to National Lending Center, Inc., a Florida corporation, the Plan of Merger was duly approved and adopted by unanimous written consent of the board of directors and thereafter by unanimous written consent of the sole shareholder in accordance with the laws of the State of Florida, all as of June 30, 1997.

2. The effective date of the merger shall be the first day on which the Articles of Merger have been filed with both the Florida Department of State and the Secretary of State of Illinois.

3. Pursuant to the Plan of Merger, all issued and outstanding shares of National Lending Center, Inc., an Illinois corporation, shall be acquired by means of a merger of National Lending Center, Inc., an Illinois corporation, into National Lending Center, Inc., a Florida corporation, with National Lending Center, Inc., a Florida corporation, the Surviving Corporation.


IN WITNESS WHEREOF, the parties have set their hands as of this 30th day of June, 1997.

Attest:


Its SECRETARY

[CORPORATE SEAL]

NATIONAL LENDING CENTER, INC.,
a Florida corporation, (formerly known as
NLC HOLDINGS, INC., a Florida
corporation)

By: 
Its EXECUTIVE VICE PRESIDENT


Attest:



Emilia Arillo
Its Assistant Secretary

[CORPORATE SEAL]

NATIONAL LENDING CENTER, INC.,
an Illinois corporation

By: 

Jeffrey Henschel
Its Vice President

PLAN AND AGREEMENT OF MERGER

of

**NATIONAL LENDING CENTER, INC.,
an Illinois corporation,**

with and into

**NATIONAL LENDING CENTER, INC.,
a Florida corporation
(formerly known as NLC Holdings, Inc.,
a Florida corporation)**

PLAN AND AGREEMENT OF MERGER (hereinafter called "Agreement") dated as of the 1st day of July, 1997, by and between **NATIONAL LENDING CENTER, INC.**, a corporation organized and existing under the laws of the State of Florida (hereinafter sometimes referred to as "Acquisition Subsidiary") and **NATIONAL LENDING CENTER, INC.**, a corporation organized and existing under the laws of the State of Illinois (hereinafter sometimes referred to as "Company").

RECITALS

All of the outstanding shares of common stock of Acquisition Subsidiary are owned by IMC Mortgage Company, a corporation organized and existing under the laws of the State of Florida (hereinafter sometimes referred to as "Purchaser"). The boards of directors of Purchaser and Acquisition Subsidiary have determined that it is advisable and generally to the advantage and welfare of Acquisition Subsidiary, its shareholder and the shareholders of Purchaser, and the board of directors of Company has determined that it is advisable and generally to the advantage and welfare of Company and its shareholders, that Company be merged into Acquisition Subsidiary on the terms herein set forth. The respective boards of directors of Acquisition Subsidiary and Company, by resolutions duly adopted, have approved and adopted this Agreement (with the recommendation that this Agreement be approved by the shareholders) and directed that this Agreement be submitted to the shareholders of Company and the shareholder of Acquisition Subsidiary, respectively, for approval. The sole shareholder of Acquisition Subsidiary and the shareholders of Company have unanimously approved this Agreement.

NOW, THEREFORE, Acquisition Subsidiary and Company, in consideration of the premises and of the mutual provisions, agreements and covenants herein contained and in accordance with the applicable statutes of Florida and Illinois, hereby agree as follows:

ARTICLE I

Corporate Existence of the Surviving Corporation

At the Effective Time of the merger, Company shall be merged with and into Acquisition Subsidiary, and Acquisition Subsidiary shall be the surviving corporation (such merger being hereinafter sometimes referred to as the "Merger"). The corporate identity, existence, purposes, powers, franchises, rights and immunities of Acquisition Subsidiary (hereinafter sometimes referred to as the "Surviving Corporation") shall continue unaffected and unimpaired by the Merger; and the corporate identity, existence, purposes, powers, franchises, rights and immunities of Company shall be merged into the Acquisition Subsidiary and the Surviving Corporation shall be fully vested therewith. The separate existence of Company, except insofar as otherwise specifically provided by law, shall cease at the Effective Time of the Merger whereupon Company and the Acquisition Subsidiary shall be and become one single corporation.

ARTICLE II

Certificate of Incorporation of Surviving Corporation

The Articles of Incorporation of Acquisition Subsidiary, as in effect immediately prior to the Effective Time of the Merger, shall continue in full force and effect as the Articles of Incorporation of the Surviving Corporation.

ARTICLE III

Bylaws of Surviving Corporation

The bylaws of Acquisition Subsidiary as in effect immediately prior to the Effective Time of the Merger shall continue in full force and effect as the bylaws of the Surviving Corporation until amended in accordance with law.

ARTICLE IV

Directors and Officers of Surviving Corporation

The duly qualified and acting directors and officers of Acquisition Subsidiary immediately prior to the Effective Time of the Merger shall be the directors and officers of the Surviving Corporation.

ARTICLE V

Conversion and Exchange of Shares

A. The manner of converting and exchanging the shares of each of Company and Acquisition Subsidiary shall be as follows:

1. At the Effective Time of the Merger, each holder of common stock of Company shall have his shares converted into one (1) share of common stock, \$0.01 par value, of Purchaser and other consideration as provided in the Agreement and Plan of Reorganization.

2. At the Effective Time of the Merger, the holder of capital stock of Acquisition Subsidiary shall have its shares converted into shares of the Surviving Corporation which shall constitute all of the outstanding shares of common stock of the Surviving Corporation after the Effective Time of the Merger.

B. At or immediately following the Effective Time of the Merger, each holder of an outstanding certificate or certificates which prior thereto represented shares of Company's common stock shall surrender same to Company or its designated agent, and each such holder shall be entitled upon such surrender to receive in exchange therefor, a certificate or certificates representing the number of shares of Purchaser's common stock into which the certificate or certificates so surrendered shall have been converted as aforesaid, together with other consideration as provided in the Agreement and Plan of Reorganization. Until surrendered to and canceled by Company, each certificate, which prior to the Effective Time of the Merger represented outstanding shares of Company's common stock, shall be deemed for all corporate purposes to evidence the number of shares of Purchaser's common stock into which the same shall have been converted.

ARTICLE VI

Earned Surplus of Surviving Corporation

The earned surplus of the Surviving Corporation shall equal the aggregate of the earned surpluses of Acquisition Subsidiary and Company immediately prior to the Effective Time of the Merger. The earned surplus determined as above provided shall continue to be available for payment of dividends by the Surviving Corporation.

ARTICLE VII

Effective Time of Merger

The "Effective Time" of the Merger shall be at the close of business on the date on which Articles of Merger are filed with the Florida Department of State and the Illinois

Secretary of State. (This Article VII regarding the Effective Time shall not modify or amend the Agreement and Plan of Reorganization, including without limitation the provisions contained therein that the "Effective Time" for purposes of the Agreement and Plan of Reorganization shall be 12:01 a.m. on July 1, 1997 and that the parties shall give effect to July 1, 1997 as the Effective Time to the fullest extent permitted by law.)

ARTICLE VIII


Conditions and Termination

The conditions specified in Articles 8 and 9 of the Agreement and Plan of Reorganization dated as of June 13, 1997, between Purchaser, Acquisition Subsidiary and Company, *et al.* shall constitute conditions precedent to the obligations of the parties hereto as therein provided and if by reason of the provisions of Articles 8 and 9 of the Agreement and Plan of Reorganization either Acquisition Subsidiary or Company are not obligated to consummate this Agreement, then the party or parties not so obligated may terminate this Agreement prior to the Effective Time of the Merger by delivery to the other party or parties of written notice of such termination prior to the Effective Time of the Merger, and thereupon this Agreement shall be terminated without further liability of any party in favor of the others except as otherwise provided in the Agreement and Plan of Reorganization.

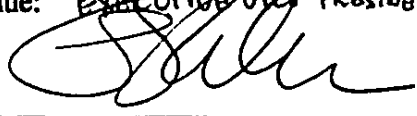
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed by their respective officers thereunto duly authorized and their respective corporate seals to be hereunto affixed and attested in accordance with the requirements of applicable law, all as of the day and year first above written.

NATIONAL LENDING CENTER, INC., a Florida corporation (formerly known as NLC Holdings, Inc., a Florida corporation)

[CORPORATE SEAL]

By: 

Name: THOMAS G. MIDDLETON
Title: EXECUTIVE VICE PRESIDENT

Attest: 

Name: LAURIE S. WOCKENFUSS
Title: SECRETARY

**NATIONAL LENDING CENTER, INC., an
Illinois corporation**

[CORPORATE SEAL]

By: 

Name: Jeffrey Henschel

Title: Vice President

Attest: 

Name: Emilia Arillo

Title: Assistant Secretary

Document Number Only

P97000034464

CT CORPORATION SYSTEM

Requestor's Name

660 East Jefferson Street

Address

Tallahassee, FL 32301 222-1092

City

State

Zip

Phone

100002237291--5

-07/14/97-01095-008

***122.50 ***122.50

CORPORATION(S) NAME

National Lending Center, Inc. (TN)
merging into:
National Lending Center, Inc. (FL)

FILED
SECRETARY OF CORPORATIONS
97 JUL 10 PM 4:20

☐ Profit

☐ NonProfit

☐ Limited Liability Co.

☐ Amendment

☐ Merger

☐ Foreign

☐ Dissolution/Withdrawal

☐ Mark

☐ Limited Partnership

☐ Annual Report

☐ Other UCC Filing

☐ Reinstatement

☐ Reservation

☐ Change of R.A.

☐ Fic. Name

☒ Certified Copy

☐ Photo Copies

☐ CUS

☐ Call When Ready

☐ Call if Problem

☐ After 4:30

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☒ Pick Up

☐ Mail Out

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Name

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Document

Examiner

Updater

Verifier

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W.P. Verifier

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R. AGENT
CERT. COPY 52.50
CUS
OVERPAYMENT
TOTAL 122.50

File 6th

CR2E031 (1-89)

merger sp
7/10/97

ARTICLES OF MERGER
Merger Sheet

MERGING:

NATIONAL LENDING CENTER, INC., a nonqualified Tennessee corp.

INTO

NATIONAL LENDING CENTER, INC., a Florida corporation, P97000034464

File date: July 10, 1997

Corporate Specialist: Susan Payne

ARTICLES OF MERGER

of

**NATIONAL LENDING CENTER, INC.,
a Tennessee corporation,**

with and into

**NATIONAL LENDING CENTER, INC.,
a Florida corporation
(formerly known as NLC Holdings, Inc.,
a Florida corporation) (the "Surviving Corporation")**

FILED
SECRETARY OF STATE
DIVISION OF CORPORATIONS
97 JUL 10 PM 4:20

Pursuant to the provisions of Section 48-21-105 of the Tennessee Business Corporation and Sections 607.1105 and 607.1107 of the Florida Business Corporation Act, National Lending Center, Inc., a Tennessee corporation, and National Lending Center, Inc., a Florida corporation, adopt the following Articles of Merger:

1. The Plan of Merger is set forth as Exhibit A and incorporated by reference as if fully set forth herein.

As to National Lending Center, Inc., a Tennessee corporation, the Plan of Merger was duly approved and adopted by unanimous written consent of the board of directors and thereafter by unanimous written consent of the shareholders in accordance with the laws of the State of Tennessee, all as of June 30, 1997.

As to National Lending Center, Inc., a Florida corporation, the Plan of Merger was duly approved and adopted by unanimous written consent of the board of directors and thereafter by unanimous written consent of the sole shareholder in accordance with the laws of the State of Florida, all as of June 30, 1997.

2. The effective date of the merger shall be the first day on which the Articles of Merger have been filed with both the Florida Department of State and the Secretary of State of Tennessee.

3. Pursuant to the Plan of Merger, all issued and outstanding shares of National Lending Center, Inc., a Tennessee corporation, shall be acquired by means of a merger of National Lending Center, Inc., a Tennessee corporation, into National Lending Center, Inc., a Florida corporation, with National Lending Center, Inc., a Florida corporation, the Surviving Corporation.

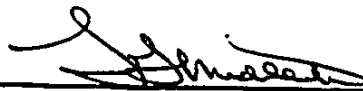
IN WITNESS WHEREOF, the parties have set their hands as of this 30th day of June, 1997.

Attest:



Its ~~Assistant~~ Secretary

NATIONAL LENDING CENTER, INC.,
a Florida corporation (formerly known as
NLC Holdings, Inc., a Florida corporation)

By: 

Its EXECUTIVE VICE PRESIDENT

Attest:



Emilia Arillo
Its Assistant Secretary

NATIONAL LENDING CENTER, INC.,
a Tennessee corporation

By 

Jeffrey Henschel
Its Vice President

PLAN AND AGREEMENT OF MERGER

of

**NATIONAL LENDING CENTER, INC.,
a Tennessee corporation,**

with and into

**NATIONAL LENDING CENTER, INC.,
a Florida corporation
(formerly known as NLC Holdings, Inc.,
a Florida corporation)**

PLAN AND AGREEMENT OF MERGER (hereinafter called "Agreement") dated as of the 1st day of July, 1997, by and between NATIONAL LENDING CENTER, INC., a corporation organized and existing under the laws of the State of Florida (hereinafter sometimes referred to as "Acquisition Subsidiary") and NATIONAL LENDING CENTER, INC., a corporation organized and existing under the laws of the State of Tennessee (hereinafter sometimes referred to as "Company").

RECITALS

All of the outstanding shares of common stock of Acquisition Subsidiary are owned by IMC Mortgage Company, a corporation organized and existing under the laws of the State of Florida (hereinafter sometimes referred to as "Purchaser"). The boards of directors of Purchaser and Acquisition Subsidiary have determined that it is advisable and generally to the advantage and welfare of Acquisition Subsidiary, its shareholder and the shareholders of Purchaser, and the board of directors of Company has determined that it is advisable and generally to the advantage and welfare of Company and its shareholders, that Company be merged into Acquisition Subsidiary on the terms herein set forth. The respective boards of directors of Acquisition Subsidiary and Company, by resolutions duly adopted, have approved and adopted this Agreement (with the recommendation that this Agreement be approved by the shareholders) and directed that this Agreement be submitted to the shareholders of Company and the shareholder of Acquisition Subsidiary, respectively, for approval. The sole shareholder of Acquisition Subsidiary and the shareholders of Company have unanimously approved this Agreement.

NOW, THEREFORE, Acquisition Subsidiary and Company, in consideration of the premises and of the mutual provisions, agreements and covenants herein contained and in accordance with the applicable statutes of Florida and Tennessee, hereby agree as follows:

ARTICLE I

Corporate Existence of the Surviving Corporation

At the Effective Time of the merger, Company shall be merged with and into Acquisition Subsidiary, and Acquisition Subsidiary shall be the surviving corporation (such merger being hereinafter sometimes referred to as the "Merger"). The corporate identity, existence, purposes, powers, franchises, rights and immunities of Acquisition Subsidiary (hereinafter sometimes referred to as the "Surviving Corporation") shall continue unaffected and unimpaired by the Merger; and the corporate identity, existence, purposes, powers, franchises, rights and immunities of Company shall be merged into the Acquisition Subsidiary and the Surviving Corporation shall be fully vested therewith. The separate existence of Company, except insofar as otherwise specifically provided by law, shall cease at the Effective Time of the Merger whereupon Company and the Acquisition Subsidiary shall be and become one single corporation.

ARTICLE II

Certificate of Incorporation of Surviving Corporation

The Articles of Incorporation of Acquisition Subsidiary, as in effect immediately prior to the Effective Time of the Merger, shall continue in full force and effect as the Articles of Incorporation of the Surviving Corporation.

ARTICLE III

Bylaws of Surviving Corporation

The bylaws of Acquisition Subsidiary as in effect immediately prior to the Effective Time of the Merger shall continue in full force and effect as the bylaws of the Surviving Corporation until amended in accordance with law.

ARTICLE IV

Directors and Officers of Surviving Corporation

The duly qualified and acting directors and officers of Acquisition Subsidiary immediately prior to the Effective Time of the Merger shall be the directors and officers of the Surviving Corporation.

ARTICLE V

Conversion and Exchange of Shares

A. The manner of converting and exchanging the shares of each of Company and Acquisition Subsidiary shall be as follows:

1. At the Effective Time of the Merger, each holder of common stock of Company shall have his shares converted into one (1) share of common stock, \$0.01 par value, of Purchaser and other consideration as provided in the Agreement and Plan of Reorganization.

2. At the Effective Time of the Merger, the holder of capital stock of Acquisition Subsidiary shall have its shares converted into shares of the Surviving Corporation which shall constitute all of the outstanding shares of common stock of the Surviving Corporation after the Effective Time of the Merger.

B. At or immediately following the Effective Time of the Merger, each holder of an outstanding certificate or certificates which prior thereto represented shares of Company's common stock shall surrender same to Company or its designated agent, and each such holder shall be entitled upon such surrender to receive in exchange therefor, a certificate or certificates representing the number of shares of Purchaser's common stock into which the certificate or certificates so surrendered shall have been converted as aforesaid, together with other consideration as provided in the Agreement and Plan of Reorganization. Until surrendered to and canceled by Company, each certificate, which prior to the Effective Time of the Merger represented outstanding shares of Company's common stock, shall be deemed for all corporate purposes to evidence the number of shares of Purchaser's common stock into which the same shall have been converted.

ARTICLE VI

Earned Surplus of Surviving Corporation

The earned surplus of the Surviving Corporation shall equal the aggregate of the earned surpluses of Acquisition Subsidiary and Company immediately prior to the Effective Time of the Merger. The earned surplus determined as above provided shall continue to be available for payment of dividends by the Surviving Corporation.

ARTICLE VII

Effective Time of Merger

The "Effective Time" of the Merger shall be at the close of business on the date on which Articles of Merger are filed with the Florida Department of State and the Tennessee

Secretary of State. (This Article VII regarding the Effective Time shall not modify or amend the Agreement and Plan of Reorganization, including without limitation the provisions contained therein that the "Effective Time" for purposes of the Agreement and Plan of Reorganization shall be 12:01 a.m. on July 1, 1997 and that the parties shall give effect to July 1, 1997 as the Effective Time to the fullest extent permitted by law.)

ARTICLE VIII


Conditions and Termination

The conditions specified in Articles 8 and 9 of the Agreement and Plan of Reorganization dated as of June 13, 1997, between Purchaser, Acquisition Subsidiary and Company, *et al.* shall constitute conditions precedent to the obligations of the parties hereto as therein provided and if by reason of the provisions of Articles 8 and 9 of the Agreement and Plan of Reorganization either Acquisition Subsidiary or Company are not obligated to consummate this Agreement, then the party or parties not so obligated may terminate this Agreement prior to the Effective Time of the Merger by delivery to the other party or parties of written notice of such termination prior to the Effective Time of the Merger, and thereupon this Agreement shall be terminated without further liability of any party in favor of the others except as otherwise provided in the Agreement and Plan of Reorganization.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed by their respective officers thereunto duly authorized and their respective corporate seals to be hereunto affixed and attested in accordance with the requirements of applicable law, all as of the day and year first above written.

NATIONAL LENDING CENTER, INC., a Florida corporation (formerly known as NLC Holdings, Inc., a Florida corporation)

[CORPORATE SEAL]

By: 

Name: THOMAS G. MIDDLETON

Title: EXECUTIVE VICE PRESIDENT

Attest: 

Name: LAURIE S. WILLIAMS

Title: SECRETARY

**NATIONAL LENDING CENTER, INC., a
Tennessee corporation**

[CORPORATE SEAL]

By: 

Name: Jeffrey Henschel
Title: Vice President

Attest: 

Name: Emilia Arillo
Title: Assistant Secretary

Document Number Only

P97000034464

CT CORPORATION SYSTEM

Requestor's Name

660 East Jefferson Street

Address

Tallahassee, FL 32301 222-1092

City

State

Zip

Phone

200002237292--2

-07/14/97--01095--009

***122.50 ***122.50

CORPORATION(S) NAME

National Lending Center, Inc. (WI)

merging into:

National Lending Center, Inc. (FL)

☐ Profit

☐ NonProfit

☐ Limited Liability Co.

☐ Foreign

☐ Amendment

☐ Dissolution/Withdrawal

☐ Merger

☐ Mark

☐ Limited Partnership

☐ Reinstatement

☐ Annual Report

☐ Reservation

☐ Other UCC Filing

☐ Change of R.A.

☐ Fic. Name

☒ Certified Copy

☐ Photo Copies

☐ CUS

☐ Call When Ready

☒ Walk In

☐ Mail Out

☐ Call When Ready

☐ Mail Out

CUS

OVERPAYMENT

TOTAL 122.50

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FILE STAMPED

Name
Availability
Document Examiner
Updater
Verifier
Acknowledgment
W.P. Verifier

CR2E031 (1-89)

7-
Merger
Sp 7/10/97

FILED
9 JUL 10 PM 4:15
DIVISION OF CORPORATIONS

FILED
9 JUL 10 PM 4:21
DIVISION OF CORPORATIONS

**ARTICLES OF MERGER
Merger Sheet**

MERGING:

NATIONAL LENDING CENTER, INC., a nonqualified Wisconsin corp.

INTO

NATIONAL LENDING CENTER, INC., a Florida corporation, P97000034464

File date: July 10, 1997

Corporate Specialist: Susan Payne

ARTICLES OF MERGER

of

NATIONAL LENDING CENTER, INC.,
a Wisconsin stock (for profit) corporation,

with and into

NATIONAL LENDING CENTER, INC.,
a Florida corporation
(formerly known as NLC Holdings, Inc.,
a Florida non-licensed corporation) (the "Surviving Corporation")

FILED STATE
SECRETARY OF CORPORATIONS
97 JUL 10 PM 4:21

Pursuant to the provisions of Sections 180.1103, 180.1105 and 180.1107 of the Wisconsin Business Corporation Law and Sections 607.1105 and 607.1107 of the Florida Business Corporation Act, National Lending Center, Inc., a Wisconsin corporation (the "Non-Surviving Corporation"), and National Lending Center, Inc., a Florida corporation (the "Surviving Corporation"), adopt the following Articles of Merger:

1. The Plan of Merger is set forth as Exhibit A and incorporated by reference as if fully set forth herein.

As to National Lending Center, Inc., a Wisconsin corporation, the Plan of Merger was duly approved and adopted by unanimous written consent of the board of directors and thereafter by unanimous written consent of the shareholders in accordance with the laws of the State of Wisconsin, all as of June 30, 1997.

As to National Lending Center, Inc., a Florida corporation, the Plan of Merger was duly approved and adopted by unanimous written consent of the board of directors and thereafter by unanimous written consent of the sole shareholder in accordance with the laws of the State of Florida, all as of June 30, 1997.

THIS DOCUMENT WAS PREPARED OUTSIDE OF THE STATE OF WISCONSIN.

2. The effective date of the merger shall be the first day on which the Articles of Merger have been filed with both the Florida Department of State and the Secretary of State of Wisconsin.

3. Pursuant to the Plan of Merger, all issued and outstanding shares of National Lending Center, Inc., a Wisconsin corporation, shall be acquired by means of a merger of National Lending Center, Inc., a Wisconsin corporation, into National Lending Center, Inc., a Florida corporation, with National Lending Center, Inc., a Florida corporation, the Surviving Corporation.

IN WITNESS WHEREOF, the parties have set their hands as of this 30th day of June, 1997.

Attest:

**NATIONAL LENDING CENTER, INC.,
a Florida corporation (formerly known as
NLC Holdings, Inc., a Florida corpora-
tion)**



Its SECRETARY

By: 

Its EXECUTIVE VICE PRESIDENT

Attest:

NATIONAL LENDING CENTER, INC.,
a Wisconsin corporation

Emilia Arillo

Emilia Arillo
Its Assistant Secretary

By:

Jeffrey Henschel

Jeffrey Henschel
Its Vice President

PLAN AND AGREEMENT OF MERGER

of

NATIONAL LENDING CENTER, INC.,
a Wisconsin corporation,

with and into

NATIONAL LENDING CENTER, INC.,
a Florida corporation
(formerly known as NLC Holdings, Inc.,
a Florida corporation)

PLAN AND AGREEMENT OF MERGER (hereinafter called "Agreement") dated as of the 1st day of July, 1997, by and between **NATIONAL LENDING CENTER, INC.**, a corporation organized and existing under the laws of the State of Florida (hereinafter sometimes referred to as "Acquisition Subsidiary") and **NATIONAL LENDING CENTER, INC.**, a corporation organized and existing under the laws of the State of Wisconsin (hereinafter sometimes referred to as "Company").

RECITALS

All of the outstanding shares of common stock of Acquisition Subsidiary are owned by IMC Mortgage Company, a corporation organized and existing under the laws of the State of Florida (hereinafter sometimes referred to as "Purchaser"). The boards of directors of Purchaser and Acquisition Subsidiary have determined that it is advisable and generally to the advantage and welfare of Acquisition Subsidiary, its shareholder and the shareholders of Purchaser, and the board of directors of Company has determined that it is advisable and generally to the advantage and welfare of Company and its shareholders, that Company be merged into Acquisition Subsidiary on the terms herein set forth. The respective boards of directors of Acquisition Subsidiary and Company, by resolutions duly adopted, have approved and adopted this Agreement (with the recommendation that this Agreement be approved by the shareholders) and directed that this Agreement be submitted to the shareholders of Company and the shareholder of Acquisition Subsidiary, respectively, for approval. The sole shareholder of Acquisition Subsidiary and the shareholders of Company have unanimously approved this Agreement.

NOW, THEREFORE, Acquisition Subsidiary and Company, in consideration of the premises and of the mutual provisions, agreements and covenants herein contained and in accordance with the applicable statutes of Florida and Wisconsin, hereby agree as follows:

ARTICLE I

Corporate Existence of the Surviving Corporation

Pursuant to Section 180.1103 of the Wisconsin Business Corporation Law, at the Effective Time of the merger, Company shall be merged with and into Acquisition Subsidiary, and Acquisition Subsidiary shall be the surviving corporation (such merger being hereinafter sometimes referred to as the "Merger"). The corporate identity, existence, purposes, powers, franchises, rights and immunities of Acquisition Subsidiary (hereinafter sometimes referred to as the "Surviving Corporation") shall continue unaffected and unimpaired by the Merger; and the corporate identity, existence, purposes, powers, franchises, rights and immunities of Company shall be merged into the Acquisition Subsidiary and the Surviving Corporation shall be fully vested therewith. The separate existence of Company, except insofar as otherwise specifically provided by law, shall cease at the Effective Time of the Merger whereupon Company and the Acquisition Subsidiary shall be and become one single corporation.

ARTICLE II

Certificate of Incorporation of Surviving Corporation

The Articles of Incorporation of Acquisition Subsidiary, as in effect immediately prior to the Effective Time of the Merger, shall continue in full force and effect as the Articles of Incorporation of the Surviving Corporation.

ARTICLE III

Bylaws of Surviving Corporation

The bylaws of Acquisition Subsidiary as in effect immediately prior to the Effective Time of the Merger shall continue in full force and effect as the bylaws of the Surviving Corporation until amended in accordance with law.

ARTICLE IV

Directors and Officers of Surviving Corporation

The duly qualified and acting directors and officers of Acquisition Subsidiary immediately prior to the Effective Time of the Merger shall be the directors and officers of the Surviving Corporation.

ARTICLE V

Conversion and Exchange of Shares

A. The manner of converting and exchanging the shares of each of Company and Acquisition Subsidiary shall be as follows:

1. At the Effective Time of the Merger, each holder of common stock of Company shall have each share of the Company converted into 3.66 shares of common stock, \$0.01 par value, of Purchaser and Fifty Dollars (\$50) in cash.

2. At the Effective Time of the Merger, the holder of capital stock of Acquisition Subsidiary shall have its shares converted into shares of the Surviving Corporation which shall constitute all of the outstanding shares of common stock of the Surviving Corporation after the Effective Time of the Merger.

B. At or immediately following the Effective Time of the Merger, each holder of an outstanding certificate or certificates which prior thereto represented shares of Company's common stock shall surrender same to Company or its designated agent, and each such holder shall be entitled upon such surrender to receive in exchange therefor, a certificate or certificates representing the number of shares of Purchaser's common stock into which the certificate or certificates so surrendered shall have been converted as aforesaid, together with other consideration as provided in the Agreement and Plan of Reorganization. Until surrendered to and canceled by Company, each certificate, which prior to the Effective Time of the Merger represented outstanding shares of Company's common stock, shall be deemed for all corporate purposes to evidence the number of shares of Purchaser's common stock into which the same shall have been converted.

ARTICLE VI

Earned Surplus of Surviving Corporation

The earned surplus of the Surviving Corporation shall equal the aggregate of the earned surpluses of Acquisition Subsidiary and Company immediately prior to the Effective Time of the Merger. The earned surplus determined as above provided shall continue to be available for payment of dividends by the Surviving Corporation.

ARTICLE VII

Effective Time of Merger

The "Effective Time" of the Merger shall be at the close of business on the date on which Articles of Merger are filed with the Florida Department of State and the Wisconsin

Department of Financial Institutions Division of Corporate and Consumer Services. (This Article VII regarding the Effective Time shall not modify or amend the Agreement and Plan of Reorganization, including without limitation the provisions contained therein that the "Effective Time" for purposes of the Agreement and Plan of Reorganization shall be 12:01 a.m. on July 1, 1997* and that the parties shall give effect to July 1, 1997 as the Effective Time to the fullest extent permitted by law.)

* For accounting purposes only.

ARTICLE VIII

Conditions and Termination

The conditions specified in Articles 8 and 9 of the Agreement and Plan of Reorganization dated as of June 13, 1997, between Purchaser, Acquisition Subsidiary and Company, *et al.* shall constitute conditions precedent to the obligations of the parties hereto as therein provided and if by reason of the provisions of Articles 8 and 9 of the Agreement and Plan of Reorganization either Acquisition Subsidiary or Company are not obligated to consummate this Agreement, then the party or parties not so obligated may terminate this Agreement prior to the Effective Time of the Merger by delivery to the other party or parties of written notice of such termination prior to the Effective Time of the Merger, and thereupon this Agreement shall be terminated without further liability of any party in favor of the others except as otherwise provided in the Agreement and Plan of Reorganization.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed by their respective officers thereunto duly authorized and their respective corporate seals to be hereunto affixed and attested in accordance with the requirements of applicable law, all as of the day and year first above written.

NATIONAL LENDING CENTER, INC., a Florida corporation (formerly known as NLC Holdings, Inc., a Florida corporation)

[CORPORATE SEAL]

By: _____

Name: Thomas G. Middleton
Title: Executive Vice President

Attest: _____

Name: Laurie S. Williams
Title: Secretary

**NATIONAL LENDING CENTER, INC., a
Wisconsin corporation**

[CORPORATE SEAL]

By: 

Name: Jeffrey Henschel
Title: Vice President

Attest: 

Name: Emilia Arillo
Title: Assistant Secretary

ADDENDUM
TO ARTICLE V, A. 1. OF PLAN AND AGREEMENT OF MERGER BY AND
BETWEEN NATIONAL LENDING CENTER, INC., a Wisconsin corporation
and
NATIONAL LENDING CENTER, INC., a Florida corporation (formerly known as
NLC Holdings, Inc., a Florida corporation)

The additional consideration shall be paid in stock, cash or a combination of both as determined by application of a formula to the earnings of both Acquisition Subsidiary and certain other corporations which are affiliates.

Document Number Only

P97000034464

CT CORPORATION SYSTEM

Requestor's Name

660 East Jefferson Street

Address

Tallahassee, FL 32301 222-1092

City

State

Zip

Phone

300002237293--9

-07/14/97--01085-010

****122.50 ****122.50

CORPORATION(S) NAME

National Lending Center, Inc. (IN)

merging into:

National Lending Center, Inc. (FL)

FILED
SECRETARY OF CORPORATIONS
97 JUL 11 AM 11:15

() Profit

() NonProfit

() Limited Liability Co.

() Foreign

() Amendment

() Dissolution/Withdrawal

() Merger

() Limited Partnership

() Reinstatement

() Annual Report

() Reservation

() Other UCC Filing

() Change of R.A.

() Fic. Name

☒ Certified Copy

() Photo Copies

() CUS

() Call When Ready

☒ Walk In

() Mail Out

() Call if Problem

() After 4:30

☒ Pick Up

FILING 70

R. AGENT

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OVERPAYMENT

TOTAL 122.50

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Updater
Verifier
Acknowledgment
W.P. Verifier

7-11

File 1st

File 4th

merger

30 7/11/97

**ARTICLES OF MERGER
Merger Sheet**

MERGING:

NATIONAL LENDING CORPORATION, a nonqualified Indiana corp.

INTO

NATIONAL LENDING CENTER, INC., a Florida corporation, P97000034464

File date: July 11, 1997

Corporate Specialist: Susan Payne

ARTICLES OF MERGER

of

**NATIONAL LENDING CENTER, INC.,
an Indiana corporation,**

with and into

**NATIONAL LENDING CENTER, INC.,
a Florida corporation
(formerly known as NLC HOLDINGS, INC.,
a Florida corporation) (the "Surviving Corporation")**

**FILED
SECRETARY OF STATE
DIVISION OF CORPORATIONS
97 JUL 11 AM 1:15**

Pursuant to the applicable provisions of the Indiana Code and Sections 607.1105 and 607.1107 of the Florida Business Corporation Act, National Lending Center, Inc., an Indiana corporation, and National Lending Center, Inc., a Florida corporation (formerly known as, NLC Holdings, Inc., a Florida corporation), adopt the following Articles of Merger:

1. The Plan of Merger is set forth as Exhibit A and incorporated by reference as if fully set forth herein.

As to National Lending Center, Inc., an Indiana corporation, the Plan of Merger was duly approved and adopted by unanimous written consent of the board of directors and thereafter by unanimous written consent of the shareholders in accordance with the laws of the State of Indiana, all as of June 30, 1997.

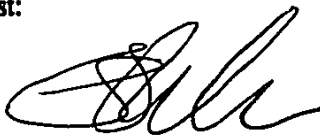
As to National Lending Center, Inc., a Florida corporation, the Plan of Merger was duly approved and adopted by unanimous written consent of the board of directors and thereafter by unanimous written consent of the sole shareholder in accordance with the laws of the State of Florida, all as of June 30, 1997.

2. The effective date of the merger shall be the first day on which the Articles of Merger have been filed with both the Florida Department of State and the Secretary of State of Indiana.

3. Pursuant to the Plan of Merger, all issued and outstanding shares of National Lending Center, Inc., an Indiana corporation, shall be acquired by means of a merger of National Lending Center, Inc., an Indiana corporation into National Lending Center, Inc., a Florida corporation, with National Lending Center, Inc., a Florida corporation, the Surviving Corporation.

IN WITNESS WHEREOF, the parties have set their hands as of this 30th day of June, 1997.

Attest:



Its SECRETARY

NATIONAL LENDING CENTER, INC.,
a Florida corporation, (formerly known as
NLC HOLDINGS, INC., a Florida
corporation

By: 

Its EXECUTIVE VICE PRESIDENT

Attest:

NATIONAL LENDING CENTER, INC.,
an Indiana corporation



Emilia Arillo
Its Assistant Secretary

By: 

Jeffrey Henschel
Its Vice President

PLAN AND AGREEMENT OF MERGER

of

**NATIONAL LENDING CENTER, INC.,
an Indiana corporation,**

with and into

**NATIONAL LENDING CENTER, INC.,
a Florida corporation
(formerly known as NLC Holdings, Inc.,
a Florida corporation)**

PLAN AND AGREEMENT OF MERGER (hereinafter called "Agreement") dated as of the 1st day of July, 1997, by and between NATIONAL LENDING CENTER, INC., a corporation organized and existing under the laws of the State of Florida (hereinafter sometimes referred to as "Acquisition Subsidiary") and NATIONAL LENDING CENTER, INC., a corporation organized and existing under the laws of the State of Indiana (hereinafter sometimes referred to as "Company").

RECITALS

All of the outstanding shares of common stock of Acquisition Subsidiary are owned by IMC Mortgage Company, a corporation organized and existing under the laws of the State of Florida (hereinafter sometimes referred to as "Purchaser"). The boards of directors of Purchaser and Acquisition Subsidiary have determined that it is advisable and generally to the advantage and welfare of Acquisition Subsidiary, its shareholder and the shareholders of Purchaser, and the board of directors of Company has determined that it is advisable and generally to the advantage and welfare of Company and its shareholders, that Company be merged into Acquisition Subsidiary on the terms herein set forth. The respective boards of directors of Acquisition Subsidiary and Company, by resolutions duly adopted, have approved and adopted this Agreement (with the recommendation that this Agreement be approved by the shareholders) and directed that this Agreement be submitted to the shareholders of Company and the shareholder of Acquisition Subsidiary, respectively, for approval. The sole shareholder of Acquisition Subsidiary and the shareholders of Company have unanimously approved this Agreement.

NOW, THEREFORE, Acquisition Subsidiary and Company, in consideration of the premises and of the mutual provisions, agreements and covenants herein contained and in accordance with the applicable statutes of Florida and Indiana, hereby agree as follows:

ARTICLE I

Corporate Existence of the Surviving Corporation

At the Effective Time of the merger, Company shall be merged with and into Acquisition Subsidiary, and Acquisition Subsidiary shall be the surviving corporation (such merger being hereinafter sometimes referred to as the "Merger"). The corporate identity, existence, purposes, powers, franchises, rights and immunities of Acquisition Subsidiary (hereinafter sometimes referred to as the "Surviving Corporation") shall continue unaffected and unimpaired by the Merger; and the corporate identity, existence, purposes, powers, franchises, rights and immunities of Company shall be merged into the Acquisition Subsidiary and the Surviving Corporation shall be fully vested therewith. The separate existence of Company, except insofar as otherwise specifically provided by law, shall cease at the Effective Time of the Merger whereupon Company and the Acquisition Subsidiary shall be and become one single corporation.

ARTICLE II

Certificate of Incorporation of Surviving Corporation

The Articles of Incorporation of Acquisition Subsidiary, as in effect immediately prior to the Effective Time of the Merger, shall continue in full force and effect as the Articles of Incorporation of the Surviving Corporation.

ARTICLE III

Bylaws of Surviving Corporation

The bylaws of Acquisition Subsidiary as in effect immediately prior to the Effective Time of the Merger shall continue in full force and effect as the bylaws of the Surviving Corporation until amended in accordance with law.

ARTICLE IV

Directors and Officers of Surviving Corporation

The duly qualified and acting directors and officers of Acquisition Subsidiary immediately prior to the Effective Time of the Merger shall be the directors and officers of the Surviving Corporation.

ARTICLE V

Conversion and Exchange of Shares

A. The manner of converting and exchanging the shares of each of Company and Acquisition Subsidiary shall be as follows:

1. At the Effective Time of the Merger, each holder of common stock of Company shall have his shares converted into one (1) share of common stock, \$0.01 par value, of Purchaser and other consideration as provided in the Agreement and Plan of Reorganization.

2. At the Effective Time of the Merger, the holder of capital stock of Acquisition Subsidiary shall have its shares converted into shares of the Surviving Corporation which shall constitute all of the outstanding shares of common stock of the Surviving Corporation after the Effective Time of the Merger.

B. At or immediately following the Effective Time of the Merger, each holder of an outstanding certificate or certificates which prior thereto represented shares of Company's common stock shall surrender same to Company or its designated agent, and each such holder shall be entitled upon such surrender to receive in exchange therefor, a certificate or certificates representing the number of shares of Purchaser's common stock into which the certificate or certificates so surrendered shall have been converted as aforesaid, together with other consideration as provided in the Agreement and Plan of Reorganization. Until surrendered to and canceled by Company, each certificate, which prior to the Effective Time of the Merger represented outstanding shares of Company's common stock, shall be deemed for all corporate purposes to evidence the number of shares of Purchaser's common stock into which the same shall have been converted.

ARTICLE VI

Earned Surplus of Surviving Corporation

The earned surplus of the Surviving Corporation shall equal the aggregate of the earned surpluses of Acquisition Subsidiary and Company immediately prior to the Effective Time of the Merger. The earned surplus determined as above provided shall continue to be available for payment of dividends by the Surviving Corporation.

ARTICLE VII

Effective Time of Merger

The "Effective Time" of the Merger shall be at the close of business on the date on which Articles of Merger are filed with the Florida Department of State and the Indiana

Secretary of State. (This Article VII regarding the Effective Time shall not modify or amend the Agreement and Plan of Reorganization, including without limitation the provisions contained therein that the "Effective Time" for purposes of the Agreement and Plan of Reorganization shall be 12:01 a.m. on July 1, 1997 and that the parties shall give effect to July 1, 1997 as the Effective Time to the fullest extent permitted by law.)

ARTICLE VIII

Conditions and Termination

The conditions specified in Articles 8 and 9 of the Agreement and Plan of Reorganization dated as of June 13, 1997, between Purchaser, Acquisition Subsidiary and Company, *et al.* shall constitute conditions precedent to the obligations of the parties hereto as therein provided and if by reason of the provisions of Articles 8 and 9 of the Agreement and Plan of Reorganization either Acquisition Subsidiary or Company are not obligated to consummate this Agreement, then the party or parties not so obligated may terminate this Agreement prior to the Effective Time of the Merger by delivery to the other party or parties of written notice of such termination prior to the Effective Time of the Merger, and thereupon this Agreement shall be terminated without further liability of any party in favor of the others except as otherwise provided in the Agreement and Plan of Reorganization.

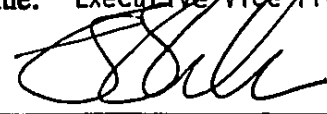
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed by their respective officers thereunto duly authorized and their respective corporate seals to be hereunto affixed and attested in accordance with the requirements of applicable law, all as of the day and year first above written.

NATIONAL LENDING CENTER, INC., a Florida corporation (formerly known as NLC Holdings, Inc., a Florida corporation)

[CORPORATE SEAL]

By: 

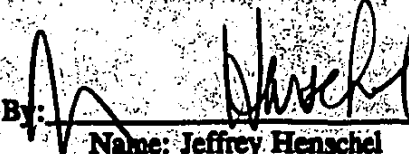
Name: Thomas G. Middleton
Title: Executive Vice President

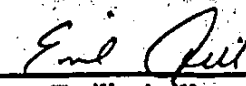
Attest: 

Name: Laurie S. Williams
Title: Secretary

**NATIONAL LENDING CENTER, INC., an
Indiana corporation**

[CORPORATE SEAL]

By: 
Name: Jeffrey Henschel
Title: Vice President

Attest: 
Name: Emilia Arillo
Title: Assistant Secretary

Document Number Only

P97000034464

CT CORPORATION SYSTEM

Requestor's Name

660 East Jefferson Street

Address

Tallahassee, FL 32301 222-1092

City

State

Zip

Phone

400002237294--6

-07/14/97--01095--011

****122.50 ****122.50

CORPORATION(S) NAME

National Lending Center, Inc. (MI)

merging into:

National Lending Center, Inc. (FL)

FILED STATES
SECRETARY OF CORPORATIONS
DIVISION OF CORPORATIONS
97 JUL 11 AM 1:27

☐ Profit

☐ NonProfit

☐ Limited Liability Co.

☐ Foreign

☐ Amendment

☐ Dissolution/Withdrawal

☒ Merger

☐ Mark

☐ Limited Partnership

☐ Reinstatement

☐ Annual Report

☐ Reservation

☐ Other UCC Filing

☐ Change of R.A.

☐ Fic. Name

☒ Certified Copy

☐ Photo Copies

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☐ Mail Out

☐ Call If Problem

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Document
Examiner

Updater

Verifier

Acknowledgment

W.P. Verifier

7-11

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merger

sp 7/14/97

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DIVISION OF CORPORATIONS

File 5th

ARTICLES OF MERGER
Merger Sheet

MERGING:

NATIONAL LENDING CENTER, INC., a nonqualified Michigan corp.

INTO

NATIONAL LENDING CENTER, INC., a Florida corporation, P97000034464

File date: July 11, 1997

Corporate Specialist: Susan Payne

ARTICLES OF MERGER

FILED
SECRETARY OF STATE
DIVISION OF CORPORATIONS

of

97 JUL 11 AM 1:27

**NATIONAL LENDING CENTER, INC.,
a Michigan corporation,**

with and into

**NATIONAL LENDING CENTER, INC.,
a Florida corporation
(formerly known as NLC HOLDINGS, INC.,
a Florida corporation) (the "Surviving Corporation")**

Pursuant to the provisions of Act 284, Public Acts of 1972 and Sections 607.1105 and 607.1107 of the Florida Business Corporation Act, National Lending Center, Inc., a Michigan corporation, and National Lending Center, Inc., a Florida corporation (formerly known as, NLC Holdings, Inc., a Florida corporation), adopt the following Articles of Merger:

1. The Plan of Merger is set forth as Exhibit A and incorporated by reference as if fully set forth herein.

As to National Lending Center, Inc., a Michigan corporation, the Plan of Merger was duly approved and adopted by unanimous written consent of the board of directors and thereafter by unanimous written consent of the shareholders in accordance with the laws of the State of Michigan, all as of June 30, 1997.

As to National Lending Center, Inc., a Florida corporation, the Plan of Merger was duly approved and adopted by unanimous written consent of the board of directors and thereafter by unanimous written consent of the sole shareholder in accordance with the laws of the State of Florida, all as of June 30, 1997.

2. The effective date of the merger shall be the first day on which the Articles of Merger have been filed with both the Florida Department of State and the Secretary of State of Michigan.

3. Pursuant to the Plan of Merger, all issued and outstanding shares of National Lending Center, Inc., a Michigan corporation, shall be acquired by means of a merger of National Lending Center, Inc., a Michigan corporation, into National Lending Center, Inc., a Florida corporation, with National Lending Center, Inc., a Florida corporation, the Surviving Corporation.

IN WITNESS WHEREOF, the parties have set their hands as of this 30th day of June, 1997.

Attest:



Its SECRETARY

NATIONAL LENDING CENTER, INC.,
a Florida corporation, (formerly known as
NLC HOLDINGS, INC., a Florida
corporation)

By:




Its EXECUTIVE VICE PRESIDENT

Attest:



Emilia Arillo
Its Assistant Secretary

NATIONAL LENDING CENTER, INC.,
a Michigan corporation

By 

Jeffrey Henschel
Its Vice President

PLAN AND AGREEMENT OF MERGER

of

**NATIONAL LENDING CENTER, INC.,
a Michigan corporation,**

with and into

**NATIONAL LENDING CENTER, INC.,
a Florida corporation
(formerly known as NLC Holdings, Inc.,
a Florida corporation)**

PLAN AND AGREEMENT OF MERGER (hereinafter called "Agreement") dated as of the 1st day of July, 1997, by and between NATIONAL LENDING CENTER, INC., a corporation organized and existing under the laws of the State of Florida (hereinafter sometimes referred to as "Acquisition Subsidiary") and NATIONAL LENDING CENTER, INC., a corporation organized and existing under the laws of the State of Michigan (hereinafter sometimes referred to as "Company").

RECITALS

All of the outstanding shares of common stock of Acquisition Subsidiary are owned by IMC Mortgage Company, a corporation organized and existing under the laws of the State of Florida (hereinafter sometimes referred to as "Purchaser"). The boards of directors of Purchaser and Acquisition Subsidiary have determined that it is advisable and generally to the advantage and welfare of Acquisition Subsidiary, its shareholder and the shareholders of Purchaser, and the board of directors of Company has determined that it is advisable and generally to the advantage and welfare of Company and its shareholders, that Company be merged into Acquisition Subsidiary on the terms herein set forth. The respective boards of directors of Acquisition Subsidiary and Company, by resolutions duly adopted, have approved and adopted this Agreement (with the recommendation that this Agreement be approved by the shareholders) and directed that this Agreement be submitted to the shareholders of Company and the shareholder of Acquisition Subsidiary, respectively, for approval. The sole shareholder of Acquisition Subsidiary and the shareholders of Company have unanimously approved this Agreement.

NOW, THEREFORE, Acquisition Subsidiary and Company, in consideration of the premises and of the mutual provisions, agreements and covenants herein contained and in accordance with the applicable statutes of Florida and Michigan, hereby agree as follows:

ARTICLE I

Corporate Existence of the Surviving Corporation

At the Effective Time of the merger, Company shall be merged with and into Acquisition Subsidiary, and Acquisition Subsidiary shall be the surviving corporation (such merger being hereinafter sometimes referred to as the "Merger"). The corporate identity, existence, purposes, powers, franchises, rights and immunities of Acquisition Subsidiary (hereinafter sometimes referred to as the "Surviving Corporation") shall continue unaffected and unimpaired by the Merger; and the corporate identity, existence, purposes, powers, franchises, rights and immunities of Company shall be merged into the Acquisition Subsidiary and the Surviving Corporation shall be fully vested therewith. The separate existence of Company, except insofar as otherwise specifically provided by law, shall cease at the Effective Time of the Merger whereupon Company and the Acquisition Subsidiary shall be and become one single corporation.

ARTICLE II

Certificate of Incorporation of Surviving Corporation

The Articles of Incorporation of Acquisition Subsidiary, as in effect immediately prior to the Effective Time of the Merger, shall continue in full force and effect as the Articles of Incorporation of the Surviving Corporation.

ARTICLE III

Bylaws of Surviving Corporation

The bylaws of Acquisition Subsidiary as in effect immediately prior to the Effective Time of the Merger shall continue in full force and effect as the bylaws of the Surviving Corporation until amended in accordance with law.

ARTICLE IV

Directors and Officers of Surviving Corporation

The duly qualified and acting directors and officers of Acquisition Subsidiary immediately prior to the Effective Time of the Merger shall be the directors and officers of the Surviving Corporation.

ARTICLE V

Conversion and Exchange of Shares

A. The manner of converting and exchanging the shares of each of Company and Acquisition Subsidiary shall be as follows:

1. At the Effective Time of the Merger, each holder of common stock of Company shall have his shares converted into one (1) share of common stock, \$0.01 par value, of Purchaser and other consideration as provided in the Agreement and Plan of Reorganization.

2. At the Effective Time of the Merger, the holder of capital stock of Acquisition Subsidiary shall have its shares converted into shares of the Surviving Corporation which shall constitute all of the outstanding shares of common stock of the Surviving Corporation after the Effective Time of the Merger.

B. At or immediately following the Effective Time of the Merger, each holder of an outstanding certificate or certificates which prior thereto represented shares of Company's common stock shall surrender same to Company or its designated agent, and each such holder shall be entitled upon such surrender to receive in exchange therefor, a certificate or certificates representing the number of shares of Purchaser's common stock into which the certificate or certificates so surrendered shall have been converted as aforesaid, together with other consideration as provided in the Agreement and Plan of Reorganization. Until surrendered to and canceled by Company, each certificate, which prior to the Effective Time of the Merger represented outstanding shares of Company's common stock, shall be deemed for all corporate purposes to evidence the number of shares of Purchaser's common stock into which the same shall have been converted.

ARTICLE VI

Earned Surplus of Surviving Corporation

The earned surplus of the Surviving Corporation shall equal the aggregate of the earned surpluses of Acquisition Subsidiary and Company immediately prior to the Effective Time of the Merger. The earned surplus determined as above provided shall continue to be available for payment of dividends by the Surviving Corporation.

ARTICLE VII

Effective Time of Merger

The "Effective Time" of the Merger shall be at the close of business on the date on which Articles of Merger are filed with the Florida Department of State and the Michigan

Department of Consumer and Industry Services Corporation, Securities and Land Development Bureau. (This Article VII regarding the Effective Time shall not modify or amend the Agreement and Plan of Reorganization, including without limitation the provisions contained therein that the "Effective Time" for purposes of the Agreement and Plan of Reorganization shall be 12:01 a.m. on July 1, 1997 and that the parties shall give effect to July 1, 1997 as the Effective Time to the fullest extent permitted by law.)

ARTICLE VIII

Conditions and Termination

The conditions specified in Articles 8 and 9 of the Agreement and Plan of Reorganization dated as of June 13, 1997, between Purchaser, Acquisition Subsidiary and Company, *et al.* shall constitute conditions precedent to the obligations of the parties hereto as therein provided and if by reason of the provisions of Articles 8 and 9 of the Agreement and Plan of Reorganization either Acquisition Subsidiary or Company are not obligated to consummate this Agreement, then the party or parties not so obligated may terminate this Agreement prior to the Effective Time of the Merger by delivery to the other party or parties of written notice of such termination prior to the Effective Time of the Merger, and thereupon this Agreement shall be terminated without further liability of any party in favor of the others except as otherwise provided in the Agreement and Plan of Reorganization.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed by their respective officers thereunto duly authorized and their respective corporate seals to be hereunto affixed and attested in accordance with the requirements of applicable law, all as of the day and year first above written.

NATIONAL LENDING CENTER, INC., a Florida
corporation (formerly known as NLC Holdings,
Inc., a Florida corporation)

[CORPORATE SEAL]

By: 

Name: THOMAS G. MIDDLETON

Title: EXECUTIVE VICE PRESIDENT

Attest: 

Name: LAURIE S. WILLIAMS

Title: SECRETARY

**NATIONAL LENDING CENTER, INC., a
Michigan corporation**

[CORPORATE SEAL]

By: 

Name: Jeffrey Henschel

Title: Vice President

Attest: 

Name: Emilia Arillo

Title: Assistant Secretary

Document Number Only

P97000034464

CT CORPORATION SYSTEM

Requestor's Name

660 East Jefferson Street

Address

Tallahassee, FL 32301 222-1092

City

State

Zip

Phone

000002237290--8

-07/14/97--01095--007

***122.50 ***122.50

CORPORATION(S) NAME

National Lending Center, Inc. (OH)

merging into:

National Lending Center, Inc. (FL)

FILED OF STATENS
SECRETARY OF CORPORATIONS
97 JUL 10 PM 4:19

() Profit

() NonProfit

() Limited Liability Co.

() Foreign

() Amendment

() Dissolution/Withdrawal

☒ Merger

() Mark

() Limited Partnership

() Reinstatement

() Annual Report

() Reservation

() Other use of R.R.

() Change of R.R.

() Fic. Name

☒ Certified Copy

() Photo Copies

() CUS

() Call When Ready

☒ Walk In

() Mail Out

() Call if Problem

() After 4:30

☒ Pick Up

FILING 70

R. AGENT

CERT. COPY 52.50

CUS PLEASE RETURN EXTRA COPIES
FILE STAMPED

OVERPAYMENT

TOTAL 122.50

7-

merger

88 7/10/97

File 5th

Name
Availability
Document Examiner
Updater
Verifier
Acknowledgment
W.P. Verifier

ARTICLES OF MERGER
Merger Sheet

MERGING:

NATIONAL LENDING CENTER, INC., a nonqualified Ohio corp.

INTO

NATIONAL LENDING CENTER, INC., a Florida corporation, P97000034464

File date: July 10, 1997

Corporate Specialist: Susan Payne

ARTICLES OF MERGER

of

**NATIONAL LENDING CENTER, INC.,
an Ohio corporation,**

with and into

**NATIONAL LENDING CENTER, INC.,
a Florida corporation
(formerly known as NLC HOLDINGS, INC.,
a Florida corporation) (the "Surviving Corporation")**

**FILED
SECRETARY OF STATE
DIVISION OF CORPORATIONS
97 JUL 10 PM 4:19**

Pursuant to the applicable provisions of the Ohio Revised Code and Sections 607.1105 and 607.1107 of the Florida Business Corporation Act, National Lending Center, Inc., an Ohio corporation, and National Lending Center, Inc., a Florida corporation (formerly known as, NLC Holdings, Inc., a Florida corporation), adopt the following Articles of Merger:

1. The Plan of Merger is set forth as Exhibit A and incorporated by reference as if fully set forth herein.

As to National Lending Center, Inc., an Ohio corporation, the Plan of Merger was duly approved and adopted by the unanimous written consent of board of directors and thereafter by the unanimous written consent of the shareholders in accordance with the laws of the State of Ohio, all as of June 30, 1997.


As to National Lending Center, Inc., a Florida corporation, the Plan of Merger was duly approved and adopted by unanimous written consent of the board of directors and thereafter by unanimous written consent of the sole shareholder in accordance with the laws of the State of Florida, all as of June 30, 1997.

2. The effective date of the merger shall be the first day on which the Articles of Merger have been filed with both the Florida Department of State and the Secretary of State of Ohio.

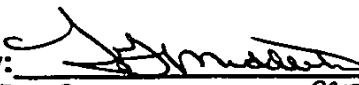
3. Pursuant to the Plan of Merger, all issued and outstanding shares of National Lending Center, Inc., an Ohio corporation, shall be acquired by means of a merger of National Lending Center, Inc., an Ohio corporation, into National Lending Center, Inc., a Florida corporation, with National Lending Center, Inc., a Florida corporation, the Surviving Corporation.

IN WITNESS WHEREOF, the parties have set their hands as of this 30th day of June, 1997.

Attest:


Its SECRETARY

NATIONAL LENDING CENTER, INC.,
a Florida corporation, (formerly known as
NLC HOLDINGS, INC., a Florida
corporation)

By: 
Its EXECUTIVE VICE PRESIDENT

Attest:



Emilia Arillo
Its Assistant Secretary

NATIONAL LENDING CENTER, INC.,
an Ohio corporation

By: 

Jeffrey Henschel
Its Vice President

PLAN AND AGREEMENT OF MERGER

of

**NATIONAL LENDING CENTER, INC.,
an Ohio corporation,**

with and into

**NATIONAL LENDING CENTER, INC.,
a Florida corporation
(formerly known as NLC Holdings, Inc.,
a Florida corporation)**

PLAN AND AGREEMENT OF MERGER (hereinafter called "Agreement") dated as of the 1st day of July, 1997, by and between NATIONAL LENDING CENTER, INC., a corporation organized and existing under the laws of the State of Florida (hereinafter sometimes referred to as "Acquisition Subsidiary") and NATIONAL LENDING CENTER, INC., a corporation organized and existing under the laws of the State of Ohio (hereinafter sometimes referred to as "Company").

RECITALS

All of the outstanding shares of common stock of Acquisition Subsidiary are owned by IMC Mortgage Company, a corporation organized and existing under the laws of the State of Florida (hereinafter sometimes referred to as "Purchaser"). The boards of directors of Purchaser and Acquisition Subsidiary have determined that it is advisable and generally to the advantage and welfare of Acquisition Subsidiary, its shareholder and the shareholders of Purchaser, and the board of directors of Company has determined that it is advisable and generally to the advantage and welfare of Company and its shareholders, that Company be merged into Acquisition Subsidiary on the terms herein set forth. The respective boards of directors of Acquisition Subsidiary and Company, by resolutions duly adopted, have approved and adopted this Agreement (with the recommendation that this Agreement be approved by the shareholders) and directed that this Agreement be submitted to the shareholders of Company and the shareholder of Acquisition Subsidiary, respectively, for approval. The sole shareholder of Acquisition Subsidiary and the shareholders of Company have unanimously approved this Agreement.

NOW, THEREFORE, Acquisition Subsidiary and Company, in consideration of the premises and of the mutual provisions, agreements and covenants herein contained and in accordance with the applicable statutes of Florida and Ohio, hereby agree as follows:

ARTICLE I

Corporate Existence of the Surviving Corporation

At the Effective Time of the merger, Company shall be merged with and into Acquisition Subsidiary, and Acquisition Subsidiary shall be the surviving corporation (such merger being hereinafter sometimes referred to as the "Merger"). The corporate identity, existence, purposes, powers, franchises, rights and immunities of Acquisition Subsidiary (hereinafter sometimes referred to as the "Surviving Corporation") shall continue unaffected and unimpaired by the Merger; and the corporate identity, existence, purposes, powers, franchises, rights and immunities of Company shall be merged into the Acquisition Subsidiary and the Surviving Corporation shall be fully vested therewith. The separate existence of Company, except insofar as otherwise specifically provided by law, shall cease at the Effective Time of the Merger whereupon Company and the Acquisition Subsidiary shall be and become one single corporation.

ARTICLE II

Certificate of Incorporation of Surviving Corporation

The Articles of Incorporation of Acquisition Subsidiary, as in effect immediately prior to the Effective Time of the Merger, shall continue in full force and effect as the Articles of Incorporation of the Surviving Corporation.

ARTICLE III

Bylaws of Surviving Corporation

The bylaws of Acquisition Subsidiary as in effect immediately prior to the Effective Time of the Merger shall continue in full force and effect as the bylaws of the Surviving Corporation until amended in accordance with law.

ARTICLE IV

Directors and Officers of Surviving Corporation

The duly qualified and acting directors and officers of Acquisition Subsidiary immediately prior to the Effective Time of the Merger shall be the directors and officers of the Surviving Corporation.

ARTICLE V

Conversion and Exchange of Shares

A. The manner of converting and exchanging the shares of each of Company and Acquisition Subsidiary shall be as follows:

1. At the Effective Time of the Merger, each holder of common stock of Company shall have his shares converted into one (1) share of common stock, \$0.01 par value, of Purchaser and other consideration as provided in the Agreement and Plan of Reorganization.

2. At the Effective Time of the Merger, the holder of capital stock of Acquisition Subsidiary shall have its shares converted into shares of the Surviving Corporation which shall constitute all of the outstanding shares of common stock of the Surviving Corporation after the Effective Time of the Merger.

B. At or immediately following the Effective Time of the Merger, each holder of an outstanding certificate or certificates which prior thereto represented shares of Company's common stock shall surrender same to Company or its designated agent, and each such holder shall be entitled upon such surrender to receive in exchange therefor, a certificate or certificates representing the number of shares of Purchaser's common stock into which the certificate or certificates so surrendered shall have been converted as aforesaid, together with other consideration as provided in the Agreement and Plan of Reorganization. Until surrendered to and canceled by Company, each certificate, which prior to the Effective Time of the Merger represented outstanding shares of Company's common stock, shall be deemed for all corporate purposes to evidence the number of shares of Purchaser's common stock into which the same shall have been converted.

ARTICLE VI

Earned Surplus of Surviving Corporation

The earned surplus of the Surviving Corporation shall equal the aggregate of the earned surpluses of Acquisition Subsidiary and Company immediately prior to the Effective Time of the Merger. The earned surplus determined as above provided shall continue to be available for payment of dividends by the Surviving Corporation.

ARTICLE VII

Effective Time of Merger

The "Effective Time" of the Merger shall be at the close of business on the date on which Articles of Merger are filed with the Florida Department of State and the Ohio

Secretary of State. (This Article VII regarding the Effective Time shall not modify or amend the Agreement and Plan of Reorganization, including without limitation the provisions contained therein that the "Effective Time" for purposes of the Agreement and Plan of Reorganization shall be 12:01 a.m. on July 1, 1997 and that the parties shall give effect to July 1, 1997 as the Effective Time to the fullest extent permitted by law.)

ARTICLE VIII


Conditions and Termination

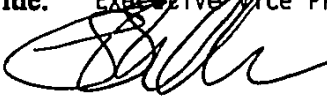
The conditions specified in Articles 8 and 9 of the Agreement and Plan of Reorganization dated as of June 13, 1997, between Purchaser, Acquisition Subsidiary and Company, *et al.* shall constitute conditions precedent to the obligations of the parties hereto as therein provided and if by reason of the provisions of Articles 8 and 9 of the Agreement and Plan of Reorganization either Acquisition Subsidiary or Company are not obligated to consummate this Agreement, then the party or parties not so obligated may terminate this Agreement prior to the Effective Time of the Merger by delivery to the other party or parties of written notice of such termination prior to the Effective Time of the Merger, and thereupon this Agreement shall be terminated without further liability of any party in favor of the others except as otherwise provided in the Agreement and Plan of Reorganization.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed by their respective officers thereunto duly authorized and their respective corporate seals to be hereunto affixed and attested in accordance with the requirements of applicable law, all as of the day and year first above written.

NATIONAL LENDING CENTER, INC., a Florida corporation (formerly known as NLC Holdings, Inc., a Florida corporation)

[CORPORATE SEAL]

By: 
Name: Thomas G. Middleton
Title: Executive Vice President

Attest: 
Name: Laurie S. Williams
Title: Secretary

**NATIONAL LENDING CENTER, INC., an
Ohio corporation**

[CORPORATE SEAL]

By: _____


Name: Jeffrey Henschel
Title: Vice President

Attest: _____


Name: Emilia Arillo
Title: Assistant Secretary

Document Number Only

P97000034464

CT CORPORATION SYSTEM

Requestor's Name

660 East Jefferson Street

Address

Tallahassee, FL 32301 222-1092

City

State

Zip

Phone

900002237289--1

-07/14/97--01095--006

****122.50 ****122.50

CORPORATION(S) NAME

National Lending Center, Inc. (NC)

merging into:

National Lending Center, Inc. (FL)

☐ Profit

☐ NonProfit

☐ Limited Liability Co.

☐ Foreign

☐ Limited Partnership

☐ Reinstatement

☒ Certified Copy

☐ Call When Ready

☒ Walk In

☐ Mail Out

☐ Amendment

☐ Dissolution/Withdrawal

☐ Annual Report

☐ Reservation

☐ Photo Copies

☐ Call if Problem

☒ Merger

☐ Mark

☐ Other Filing

☐ Change of R.A.

☐ Fic. Name

☐ CUS

☐ After 4:30

☒ Pick Up

Name
Availability

Document
Examiner

Updater

Verifier

Acknowledgment

W.P. Verifier

PLEASE RETURN EXTRA COPIES
FILE STAMPED

7- ~~70.00~~ 70.00

R. AGENT

CERT. COPY 52.50

CUS

OVERPAYMENT

TOTAL 122.50

CR2E031 (1-89)

merger
EP 7/10/97

File 4th

FILED
SECRETARY OF STATE
DIVISION OF CORPORATIONS
97 JUL 10 PM 4:18

DIVISION OF CORPORATIONS
97 JUL 10 PM 4:18

**ARTICLES OF MERGER
Merger Sheet**

MERGING:

NATIONAL LENDING CENTER, INC., a nonqualified North Carolina corp.

INTO

NATIONAL LENDING CENTER, INC., a Florida corporation, P97000034464

File date: July 10, 1997

Corporate Specialist: Susan Payne

FILED
SECRETARY OF STATE
DIVISION OF CORPORATIONS

97 JUL 10 PM 4:18

ARTICLES OF MERGER

of

**NATIONAL LENDING CENTER, INC.,
a North Carolina corporation,**

with and into

**NATIONAL LENDING CENTER, INC.,
a Florida corporation
(formerly known as NLC HOLDINGS, INC.,
a Florida corporation) (the "Surviving Corporation")**

Pursuant to the applicable provisions of Section 55-11-05 of the General Statutes of North Carolina and Sections 607.1105 and 607.1107 of the Florida Business Corporation Act, National Lending Center, Inc., a North Carolina corporation, and National Lending Center, Inc., a Florida corporation (formerly known as NLC Holdings, Inc., a Florida corporation), adopt the following Articles of Merger:

1. The Plan of Merger is set forth as Exhibit A and incorporated by reference as if fully set forth herein.

As to National Lending Center, Inc., a North Carolina corporation, the Plan of Merger was duly approved and adopted by unanimous written consent of the board of directors and thereafter by unanimous written consent of the shareholders in accordance with the laws of the State of North Carolina, all as of June 30, 1997.


As to National Lending Center, Inc., a Florida corporation, the Plan of Merger was duly approved and adopted by unanimous written consent of the board of directors and thereafter by unanimous written consent of the sole shareholder in accordance with the laws of the State of Florida, all as of June 30, 1997.

2. The effective date of the merger shall be the first day on which the Articles of Merger have been filed with both the Florida Department of State and the Secretary of State of North Carolina.

3. Pursuant to the Plan of Merger, all issued and outstanding shares of National Lending Center, Inc., an Indiana corporation, shall be acquired by means of a merger of National Lending Center, Inc., a North Carolina corporation, into National Lending Center, Inc., a Florida corporation, with National Lending Center, Inc., a Florida corporation, the Surviving Corporation.

IN WITNESS WHEREOF, the parties have set their hands as of this 30th day of June, 1997.

Attest:



Its SECRETARY

[CORPORATE SEAL]


NATIONAL LENDING CENTER, INC.,
a Florida corporation, (formerly known as
NLC HOLDINGS, INC., a Florida
corporation)

By:



Its EXECUTIVE VICE PRESIDENT

Attest:



Emilia Arillo
Its Assistant Secretary

[CORPORATE SEAL]

NATIONAL LENDING CENTER, INC.,
a North Carolina corporation

By: 

Jeffrey Henschel
Its Vice President

PLAN AND AGREEMENT OF MERGER

of

**NATIONAL LENDING CENTER, INC.,
a North Carolina corporation,**

with and into

**NATIONAL LENDING CENTER, INC.,
a Florida corporation
(formerly known as NLC Holdings, Inc.,
a Florida corporation)**

PLAN AND AGREEMENT OF MERGER (hereinafter called "Agreement") dated as of the 1st day of July, 1997, by and between NATIONAL LENDING CENTER, INC., a corporation organized and existing under the laws of the State of Florida (hereinafter sometimes referred to as "Acquisition Subsidiary") and NATIONAL LENDING CENTER, INC., a corporation organized and existing under the laws of the State of North Carolina (hereinafter sometimes referred to as "Company").

RECITALS

All of the outstanding shares of common stock of Acquisition Subsidiary are owned by IMC Mortgage Company, a corporation organized and existing under the laws of the State of Florida (hereinafter sometimes referred to as "Purchaser"). The boards of directors of Purchaser and Acquisition Subsidiary have determined that it is advisable and generally to the advantage and welfare of Acquisition Subsidiary, its shareholder and the shareholders of Purchaser, and the board of directors of Company has determined that it is advisable and generally to the advantage and welfare of Company and its shareholders, that Company be merged into Acquisition Subsidiary on the terms herein set forth. The respective boards of directors of Acquisition Subsidiary and Company, by resolutions duly adopted, have approved and adopted this Agreement (with the recommendation that this Agreement be approved by the shareholders) and directed that this Agreement be submitted to the shareholders of Company and the shareholder of Acquisition Subsidiary, respectively, for approval. The sole shareholder of Acquisition Subsidiary and the shareholders of Company have unanimously approved this Agreement.

NOW, THEREFORE, Acquisition Subsidiary and Company, in consideration of the premises and of the mutual provisions, agreements and covenants herein contained and in accordance with the applicable statutes of Florida and North Carolina, hereby agree as follows:

ARTICLE I

Corporate Existence of the Surviving Corporation

At the Effective Time of the merger, Company shall be merged with and into Acquisition Subsidiary, and Acquisition Subsidiary shall be the surviving corporation (such merger being hereinafter sometimes referred to as the "Merger"). The corporate identity, existence, purposes, powers, franchises, rights and immunities of Acquisition Subsidiary (hereinafter sometimes referred to as the "Surviving Corporation") shall continue unaffected and unimpaired by the Merger; and the corporate identity, existence, purposes, powers, franchises, rights and immunities of Company shall be merged into the Acquisition Subsidiary and the Surviving Corporation shall be fully vested therewith. The separate existence of Company, except insofar as otherwise specifically provided by law, shall cease at the Effective Time of the Merger whereupon Company and the Acquisition Subsidiary shall be and become one single corporation.

ARTICLE II

Certificate of Incorporation of Surviving Corporation

The Articles of Incorporation of Acquisition Subsidiary, as in effect immediately prior to the Effective Time of the Merger, shall continue in full force and effect as the Articles of Incorporation of the Surviving Corporation.

ARTICLE III

Bylaws of Surviving Corporation

The bylaws of Acquisition Subsidiary as in effect immediately prior to the Effective Time of the Merger shall continue in full force and effect as the bylaws of the Surviving Corporation until amended in accordance with law.

ARTICLE IV

Directors and Officers of Surviving Corporation

The duly qualified and acting directors and officers of Acquisition Subsidiary immediately prior to the Effective Time of the Merger shall be the directors and officers of the Surviving Corporation.

ARTICLE V

Conversion and Exchange of Shares

A. The manner of converting and exchanging the shares of each of Company and Acquisition Subsidiary shall be as follows:

1. At the Effective Time of the Merger, each holder of common stock of Company shall have his shares converted into one (1) share of common stock, \$0.01 par value, of Purchaser and other consideration as provided in the Agreement and Plan of Reorganization.

2. At the Effective Time of the Merger, the holder of capital stock of Acquisition Subsidiary shall have its shares converted into shares of the Surviving Corporation which shall constitute all of the outstanding shares of common stock of the Surviving Corporation after the Effective Time of the Merger.

B. At or immediately following the Effective Time of the Merger, each holder of an outstanding certificate or certificates which prior thereto represented shares of Company's common stock shall surrender same to Company or its designated agent, and each such holder shall be entitled upon such surrender to receive in exchange therefor, a certificate or certificates representing the number of shares of Purchaser's common stock into which the certificate or certificates so surrendered shall have been converted as aforesaid, together with other consideration as provided in the Agreement and Plan of Reorganization. Until surrendered to and canceled by Company, each certificate, which prior to the Effective Time of the Merger represented outstanding shares of Company's common stock, shall be deemed for all corporate purposes to evidence the number of shares of Purchaser's common stock into which the same shall have been converted.

ARTICLE VI

Earned Surplus of Surviving Corporation

The earned surplus of the Surviving Corporation shall equal the aggregate of the earned surpluses of Acquisition Subsidiary and Company immediately prior to the Effective Time of the Merger. The earned surplus determined as above provided shall continue to be available for payment of dividends by the Surviving Corporation.

ARTICLE VII

Effective Time of Merger

The "Effective Time" of the Merger shall be at the close of business on the date on which Articles of Merger are filed with the Florida Department of State and the North

Carolina Secretary of State. (This Article VII regarding the Effective Time shall not modify or amend the Agreement and Plan of Reorganization, including without limitation the provisions contained therein that the "Effective Time" for purposes of the Agreement and Plan of Reorganization shall be 12:01 a.m. on July 1, 1997 and that the parties shall give effect to July 1, 1997 as the Effective Time to the fullest extent permitted by law.)

ARTICLE VIII

Conditions and Termination

The conditions specified in Articles 8 and 9 of the Agreement and Plan of Reorganization dated as of June 13, 1997, between Purchaser, Acquisition Subsidiary and Company, *et al.* shall constitute conditions precedent to the obligations of the parties hereto as therein provided and if by reason of the provisions of Articles 8 and 9 of the Agreement and Plan of Reorganization either Acquisition Subsidiary or Company are not obligated to consummate this Agreement, then the party or parties not so obligated may terminate this Agreement prior to the Effective Time of the Merger by delivery to the other party or parties of written notice of such termination prior to the Effective Time of the Merger, and thereupon this Agreement shall be terminated without further liability of any party in favor of the others except as otherwise provided in the Agreement and Plan of Reorganization.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed by their respective officers thereunto duly authorized and their respective corporate seals to be hereunto affixed and attested in accordance with the requirements of applicable law, all as of the day and year first above written.

NATIONAL LENDING CENTER, INC., a Florida corporation (formerly known as NLC Holdings, Inc., a Florida corporation)

[CORPORATE SEAL]

By: _____

Name: Thomas G. Middleton

Title: Executive Vice President

Attest: _____

Name: Laurie S. Williams

Title: Secretary

NATIONAL LENDING CENTER, INC., a
North Carolina corporation

[CORPORATE SEAL]

By: 

Name: Jeffrey Henschel
Title: Vice President

Attest: 

Name: Emilia Arillo
Title: Assistant Secretary

Document Number Only

P97000034464

CT CORPORATION SYSTEM

Requestor's Name

660 East Jefferson Street

Address

Tallahassee, FL 32301 222-1092

City

State

Zip

Phone

800002237288--4

-07/14/97--01095--005

***122.50 ***122.50

CORPORATION(S) NAME

National Lending Center, Inc. (GA)

merging into:

National Lending Center, Inc. (FL)

☐ Profit

☐ NonProfit

☐ Limited Liability Co.

☐ Foreign

☐ Amendment

☐ Dissolution/Withdrawal

☒ Merger

☐ Mark

☐ Limited Partnership

☐ Reinstatement

☐ Annual Report

☐ Reservation

☐ Other UCC Filing

☐ Change of R.A.

☐ Fic. Name

☒ Certified Copy

☐ Photo Copies

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☐ Call When Ready

☒ Walk In

☐ Mail Out

☐ Call if Problem

☐ After 4:30

☒ Pick Up

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Availability

Document
Examiner

Updater

Verifier

Acknowledgment

W.P. Verifier

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R. AGENT

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CUS

OVERPAYMENT

TOTAL 122.50

File 3rd

CR2E031 (1-89)

merger
Sp 7/10/97

ARTICLES OF MERGER
Merger Sheet

MERGING:

NATIONAL LENDING CENTER, INC., a nonqualified Georgia corp.

INTO

NATIONAL LENDING CENTER, INC., a Florida corporation, P97000034464

File date: July 10, 1997

Corporate Specialist: Susan Payne

ARTICLES OF MERGER

of

**NATIONAL LENDING CENTER, INC.,
a Georgia corporation,**

with and into

**NATIONAL LENDING CENTER, INC.,
a Florida corporation
(formerly known as NLC Holdings, Inc.,
a Florida corporation) (the "Surviving Corporation")**

FILED
SECRETARY OF STATE
DIVISION OF CORPORATIONS
97 JUL 10 PM 4:17

Pursuant to the provisions of Section 14-2-1105 of the Official Code of Georgia Annotated and Sections 607.1105 and 607.1107 of the Florida Business Corporation Act, National Lending Center, Inc., a Georgia corporation, and National Lending Center, Inc., a Florida corporation (formerly known as NLC Holdings, Inc., a Florida corporation), adopt the following Articles of Merger:

1. The Plan of Merger is set forth as Exhibit A and incorporated by reference as if fully set forth herein.

As to National Lending Center, Inc., a Georgia corporation, the Plan of Merger was duly approved and adopted by unanimous written consent of the board of directors and thereafter by unanimous written consent of the shareholders in accordance with the laws of the State of Georgia, all as of June 30, 1997.

As to National Lending Center, Inc., a Florida corporation, the Plan of Merger was duly approved and adopted by unanimous written consent of the board of directors and thereafter by unanimous written consent of the sole shareholder in accordance with the laws of the State of Florida, all as of June 30, 1997.

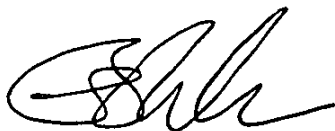
2. The effective date of the merger shall be the first day on which the Articles of Merger have been filed with both the Florida Department of State and the Secretary of State of Georgia.

3. Pursuant to the Plan of Merger, all issued and outstanding shares of National Lending Center, Inc., a Georgia corporation, shall be acquired by means of a merger of National Lending Center, Inc., a Georgia corporation, into National Lending Center, Inc., a Florida corporation, with National Lending Center, Inc., a Florida corporation, the Surviving Corporation.

4. The Surviving Corporation certifies that a Notice of Merger and a publishing fee of \$40.00 have been mailed or delivered to an authorized newspaper, as required by law.

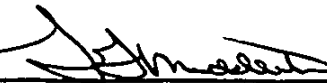
IN WITNESS WHEREOF, the parties have set their hands as of this 30th day of June, 1997.

Attest:



Its SECRETARY

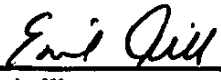
**NATIONAL LENDING CENTER, INC.,
a Florida corporation (formerly known as
NLC Holdings, Inc., a Florida corporation)**

By: 

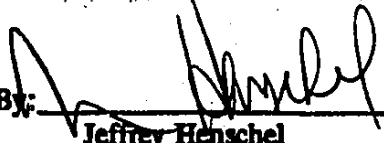
Its EXECUTIVE VICE PRESIDENT

Attest:

NATIONAL LENDING CENTER, INC.,
a Georgia corporation



Emilia Arillo
Its Assistant Secretary

By: 

Jeffrey Henschel
Its Vice President

PLAN AND AGREEMENT OF MERGER

of

**NATIONAL LENDING CENTER, INC.,
a Georgia corporation,**

with and into

**NATIONAL LENDING CENTER, INC.,
a Florida corporation
(formerly known as NLC Holdings, Inc.,
a Florida corporation)**

PLAN AND AGREEMENT OF MERGER (hereinafter called "Agreement") dated as of the 1st day of July, 1997, by and between NATIONAL LENDING CENTER, INC., a corporation organized and existing under the laws of the State of Florida (hereinafter sometimes referred to as "Acquisition Subsidiary") and NATIONAL LENDING CENTER, INC., a corporation organized and existing under the laws of the State of Georgia (hereinafter sometimes referred to as "Company").

RECITALS

All of the outstanding shares of common stock of Acquisition Subsidiary are owned by IMC Mortgage Company, a corporation organized and existing under the laws of the State of Florida (hereinafter sometimes referred to as "Purchaser"). The boards of directors of Purchaser and Acquisition Subsidiary have determined that it is advisable and generally to the advantage and welfare of Acquisition Subsidiary, its shareholder and the shareholders of Purchaser, and the board of directors of Company has determined that it is advisable and generally to the advantage and welfare of Company and its shareholders, that Company be merged into Acquisition Subsidiary on the terms herein set forth. The respective boards of directors of Acquisition Subsidiary and Company, by resolutions duly adopted, have approved and adopted this Agreement (with the recommendation that this Agreement be approved by the shareholders) and directed that this Agreement be submitted to the shareholders of Company and the shareholder of Acquisition Subsidiary, respectively, for approval. The sole shareholder of Acquisition Subsidiary and the shareholders of Company have unanimously approved this Agreement.

NOW, THEREFORE, Acquisition Subsidiary and Company, in consideration of the premises and of the mutual provisions, agreements and covenants herein contained and in accordance with the applicable statutes of Florida and Georgia, hereby agree as follows:

ARTICLE I

Corporate Existence of the Surviving Corporation

At the Effective Time of the merger, Company shall be merged with and into Acquisition Subsidiary, and Acquisition Subsidiary shall be the surviving corporation (such merger being hereinafter sometimes referred to as the "Merger"). The corporate identity, existence, purposes, powers, franchises, rights and immunities of Acquisition Subsidiary (hereinafter sometimes referred to as the "Surviving Corporation") shall continue unaffected and unimpaired by the Merger; and the corporate identity, existence, purposes, powers, franchises, rights and immunities of Company shall be merged into the Acquisition Subsidiary and the Surviving Corporation shall be fully vested therewith. The separate existence of Company, except insofar as otherwise specifically provided by law, shall cease at the Effective Time of the Merger whereupon Company and the Acquisition Subsidiary shall be and become one single corporation.

ARTICLE II

Certificate of Incorporation of Surviving Corporation

The Articles of Incorporation of Acquisition Subsidiary, as in effect immediately prior to the Effective Time of the Merger, shall continue in full force and effect as the Articles of Incorporation of the Surviving Corporation.

ARTICLE III

Bylaws of Surviving Corporation

The bylaws of Acquisition Subsidiary as in effect immediately prior to the Effective Time of the Merger shall continue in full force and effect as the bylaws of the Surviving Corporation until amended in accordance with law.

ARTICLE IV

Directors and Officers of Surviving Corporation

The duly qualified and acting directors and officers of Acquisition Subsidiary immediately prior to the Effective Time of the Merger shall be the directors and officers of the Surviving Corporation.

ARTICLE V

Conversion and Exchange of Shares

A. The manner of converting and exchanging the shares of each of Company and Acquisition Subsidiary shall be as follows:

1. At the Effective Time of the Merger, each holder of common stock of Company shall have his shares converted into one (1) share of common stock, \$0.01 par value, of Purchaser and other consideration as provided in the Agreement and Plan of Reorganization.

2. At the Effective Time of the Merger, the holder of capital stock of Acquisition Subsidiary shall have its shares converted into shares of the Surviving Corporation which shall constitute all of the outstanding shares of common stock of the Surviving Corporation after the Effective Time of the Merger.

B. At or immediately following the Effective Time of the Merger, each holder of an outstanding certificate or certificates which prior thereto represented shares of Company's common stock shall surrender same to Company or its designated agent, and each such holder shall be entitled upon such surrender to receive in exchange therefor, a certificate or certificates representing the number of shares of Purchaser's common stock into which the certificate or certificates so surrendered shall have been converted as aforesaid, together with other consideration as provided in the Agreement and Plan of Reorganization. Until surrendered to and canceled by Company, each certificate, which prior to the Effective Time of the Merger represented outstanding shares of Company's common stock, shall be deemed for all corporate purposes to evidence the number of shares of Purchaser's common stock into which the same shall have been converted.

ARTICLE VI

Earned Surplus of Surviving Corporation

The earned surplus of the Surviving Corporation shall equal the aggregate of the earned surpluses of Acquisition Subsidiary and Company immediately prior to the Effective Time of the Merger. The earned surplus determined as above provided shall continue to be available for payment of dividends by the Surviving Corporation.

ARTICLE VII

Effective Time of Merger

The "Effective Time" of the Merger shall be at the close of business on the date on which Articles of Merger are filed with the Florida Department of State and the Georgia

Secretary of State. (This Article VII regarding the Effective Time shall not modify or amend the Agreement and Plan of Reorganization, including without limitation the provisions contained therein that the "Effective Time" for purposes of the Agreement and Plan of Reorganization shall be 12:01 a.m. on July 1, 1997 and that the parties shall give effect to July 1, 1997 as the Effective Time to the fullest extent permitted by law.)

ARTICLE VIII

Conditions and Termination

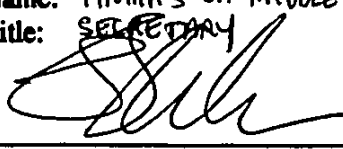
The conditions specified in Articles 8 and 9 of the Agreement and Plan of Reorganization dated as of June 13, 1997, between Purchaser, Acquisition Subsidiary and Company, *et al.* shall constitute conditions precedent to the obligations of the parties hereto as therein provided and if by reason of the provisions of Articles 8 and 9 of the Agreement and Plan of Reorganization either Acquisition Subsidiary or Company are not obligated to consummate this Agreement, then the party or parties not so obligated may terminate this Agreement prior to the Effective Time of the Merger by delivery to the other party or parties of written notice of such termination prior to the Effective Time of the Merger, and thereupon this Agreement shall be terminated without further liability of any party in favor of the others except as otherwise provided in the Agreement and Plan of Reorganization.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed by their respective officers thereunto duly authorized and their respective corporate seals to be hereunto affixed and attested in accordance with the requirements of applicable law, all as of the day and year first above written.

NATIONAL LENDING CENTER, INC., a Florida corporation (formerly known as NLC Holdings, Inc., a Florida corporation)

[CORPORATE SEAL]

By: 
Name: THOMAS G. MIDDLETON
Title: SECRETARY

Attest: 
Name: LAURIE B. WILLIAMS
Title: SECRETARY

**NATIONAL LENDING CENTER, INC., a
Georgia corporation**

[CORPORATE SEAL]

By: 
Name: Jeffrey Henschel
Title: Vice President

Attest: 
Name: Emilia Arillo
Title: Assistant Secretary