

P98000040954

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SECRETARY OF STATE
TALLAHASSEE, FLORIDA

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CORPORATION NAME(S) & DOCUMENT NUMBER(S), (if known):

- ABIG Acquisition Corp A.
(Corporation Name) (Document #)
- into
(Corporation Name) (Document #) Merger
- MS Diversified Corporation
(Corporation Name) (Document #)
- _____
(Corporation Name) (Document #)

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- Walk in Pick up time _____ Certified Copy
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NEW FILINGS	
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<input type="checkbox"/>	NonProfit
<input type="checkbox"/>	Limited Liability
<input type="checkbox"/>	Domestication
<input type="checkbox"/>	Other

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

Hold for call

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

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

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Examiner's Initials | AJR

ARTICLES OF MERGER
Merger Sheet

MERGING:

ABIG ACQUISITION CORP. A, a Florida corporation P98000040954
,

INTO

MS DIVERSIFIED CORPORATION. a Mississippi corporation not qualified in
Florida

File date: October 28, 1998

Corporate Specialist: Annette Ramsey

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SECRETARY OF STATE
TALLAHASSEE, FLORIDA

ARTICLES OF MERGER

of

ABIG ACQUISITION CORP. A
(a Florida corporation)

into

MS DIVERSIFIED CORPORATION
(a Mississippi corporation)

Pursuant to the provisions of Sections 607.1105 and 607.1107 of the Florida Business Corporations Act, the undersigned domestic and foreign corporations adopt the following Articles of Merger for the purpose of merging them into the undersigned foreign corporation (the "Merger") and provide that:

1. The names of the undersigned corporations and the states under the laws of which they are organized are, respectively:

<u>Name of Corporation</u>	<u>State of Incorporation</u>
ABIG Acquisition Corp. A	Florida
MS Diversified Corporation	Mississippi

MS Diversified Corporation is the surviving corporation.

2. The laws of the State of Mississippi, under which MS Diversified Corporation is organized, permit merger.
3. The name of the surviving corporation is MS Diversified Corporation, and it is to be governed by the laws of the State of Mississippi.
4. The Plan of Merger, a copy of which is attached as Exhibit A hereto, was approved by the sole shareholder of the undersigned domestic corporation on October 22, 1998, in the manner prescribed by the Florida Business Corporation Act. There are no dissenting shareholders of the undersigned domestic corporation.
5. The Plan of Merger, which is embodied in that certain Agreement and Plan of Merger dated as of May 18, 1998 between and among the undersigned domestic and foreign corporations and American Bankers Insurance Group,

Inc., was approved by the shareholders of the undersigned foreign corporation on June 25, 1998 in the manner prescribed by the Mississippi Business Corporation Act.

6. The Merger shall become effective at the time that is the later of (i) when these Articles of Merger are filed by the Department of State of the State of Florida, or (ii) when articles of merger executed by the undersigned constituent corporations are filed by the Department of State of the State of Mississippi (such time, the "Effective Time").
7. The Articles of Incorporation of the surviving corporation, MS Diversified Corporation, shall continue to be the Articles of Incorporation of the surviving corporation following the Effective Time.

IN WITNESS WHEREOF, these Articles of Merger have been executed on behalf of ABIG Acquisition Corp. A and MS Diversified Corporation by their authorized officers on October 28, 1998.

ABIG ACQUISITION CORP. A, a Florida corporation

By: 
Darrell Gambero, President

MS DIVERSIFIED CORPORATION, a Mississippi corporation

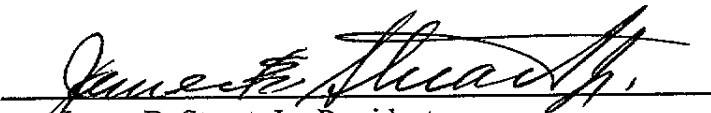
By: 
James B. Stuart, Jr., President

Exhibit A

PLAN OF MERGER

This PLAN OF MERGER (hereinafter called this "Plan") is part of the AGREEMENT AND PLAN OF MERGER ("Merger Agreement"), dated as of May 18, 1998, among AMERICAN BANKERS INSURANCE GROUP, INC., a Florida corporation ("Parent"), ABIG ACQUISITION CORP. A, a Florida corporation and a wholly-owned subsidiary of Parent ("Merger Subsidiary"), and MS DIVERSIFIED CORPORATION, a Mississippi corporation (the "Company," the Company and Merger Subsidiary sometimes being hereinafter collectively referred to as the "Constituent Corporations").

1. The Merger. Upon the terms and subject to the conditions set forth in this Plan and the Merger Agreement, at the Effective Time (as defined in Paragraph 2) the Merger Subsidiary shall be merged with and into the Company and the separate corporate existence of the Merger Subsidiary shall thereupon cease (the "Merger"). The Company shall be the surviving corporation in the Merger (sometimes hereinafter referred to as the "Surviving Corporation"), and the separate corporate existence of the Company with all its rights, privileges, immunities, powers and franchises shall continue unaffected by the Merger, except as set forth herein. The Merger shall have the effects specified in the Mississippi Business Corporation Act, as amended (the "MBCA") and the Florida Business Corporation Act, as amended (the "FBCA").

2. Effective Time. The Merger shall become effective at the time that is the later of when the Mississippi Secretary accepts for record the Mississippi Articles of Merger or when the Florida Secretary accepts for record the Florida Articles of Merger, or at such later time agreed by the parties and established under the Articles of Merger (such time as the Merger becomes effective, the "Effective Time").

3. The Charter. The Second Amended and Restated Articles of Incorporation of the Company as in effect immediately prior to the Effective Time shall be the charter of the Surviving Corporation until duly amended as provided therein or by applicable law.

4. Effect on Capital Stock. At the Effective Time, as a result of the Merger and without any action on the part of the holder of any capital stock of the Company:

(a) Each share of common stock, no par value, of the Company (a "Share" or, collectively, the "Shares"), issued and outstanding immediately prior to the Effective Time (other than Shares owned by Parent and Shares to be canceled pursuant to subparagraph (b) below and Dissenting Shares (collectively, the "Excluded Shares")) shall be converted into, and become exchangeable for, the right to receive (i) a price of \$10.556 per Share, in cash without interest (the "Per Share Price"), plus (ii) subject to Paragraphs 9 and 10 below, the right to receive the Per Share Future Consideration (as defined below) (the Per Share Price and the Per Share Future Consideration is referred to hereafter as the "Per Share Merger Consideration"). The "Per Share Future

Consideration" shall be equal to the total number of shares of Search Financial Services, Inc. common stock, \$.01 par value ("Search Common Stock"), owned by the Company and any Subsidiary of the Company (excluding any shares of Search Common Stock acquired by Parent pursuant to its right of set-off under Paragraph 9) on July 31, 1999, or such earlier date that the Company determines to distribute the Search Common Stock (the "Future Consideration Distribution Date"), divided by the sum of (i) the number of Shares issued and outstanding immediately prior to the Effective Time (other than the Excluded Shares), plus (ii) the aggregate number of Option Shares (as defined in Paragraph 6) for which a cash payment will become payable pursuant to Paragraph 6(a).

(b) Each Share held in the treasury of the Company and each Share owned by the Company or by any direct or indirect Subsidiary of the Company, shall be canceled and retired without payment of any consideration therefor.

(c) Each share of common stock, par value \$.01 per share, of Merger Subsidiary issued and outstanding immediately prior to the Effective Time shall be converted into one validly issued, fully paid and nonassessable share of common stock, no par value, of the Surviving Corporation.

(d) Each Option (as defined in Paragraph 6) issued and outstanding immediately prior to the Effective Time shall be canceled and retired without payment of any consideration therefor (other than the consideration payable pursuant to Paragraph 6).

5. Dissenting Shares.

(a) Notwithstanding the provisions of Paragraph 4 or any other provision of this Plan and the Merger Agreement to the contrary, Shares that are issued and outstanding immediately prior to the Effective Time and held by shareholders who have not voted such Shares in favor of the approval and adoption of this Plan and who shall have properly demanded appraisal of such Shares in accordance with the MBCA (the "Dissenting Shares") shall not be converted into the right to receive the Per Share Price and the Per Share Future Consideration at or after the Effective Time, unless and until the holder of such Dissenting Shares shall have failed to perfect or shall have effectively withdrawn or lost such right to appraisal and payment under the MBCA. If a holder of Dissenting Shares shall have so failed to perfect or shall have effectively withdrawn or lost such right to appraisal and payment, then, as of the Effective Time or the occurrence of such event, whichever last occurs, such holder's Dissenting Shares shall be converted into and represent solely the right to receive the Per Share Price, without any interest thereon, and a right to receive the Per Share Future Consideration, as provided in Paragraph 4 hereof.

(b) The Company shall give Parent (i) prompt notice of any written demands for appraisal, withdrawals of demands for appraisal and any other instruments served pursuant to Article 13 (or any successor or replacement) of the MBCA which are received by the Company, and (ii) the opportunity to direct all negotiations and proceedings with respect to demands for appraisal

under the MBCA. The Company will not voluntarily make any payment with respect to any demands for appraisal and will not, except with the prior written consent of Parent, settle or offer to settle any such demands.

6. Stock Options and Stock Appreciation Rights. As a result of the Merger, each option and stock appreciation right (an "Option" and all such options and stock appreciation rights, collectively, "Options") which has been granted under the Company's Executive Stock Option Incentive Plan, which was approved by the Company's board of directors on February 18, 1987, and the Company's Executive Stock Option Incentive Plan, which was approved by the Company's board of directors on April 20, 1993 (collectively, the "Option Plans") and which is outstanding at the Effective Time, whether or not then exercisable, will be deemed converted into, and the holder of each such Option will be entitled to receive:

(a) from the Exchange Agent upon surrender of the Option for cancellation, an amount of cash (the "Option Cash Consideration") equal to the product of:

(i) the positive difference, if any, between the Per Share Price and the exercise price of each of the Shares issuable under such Option (each of such Shares, an "Option Share" and collectively, the "Option Shares"), times

(ii) the number of Option Shares covered by such Option, plus

(b) from the Company on the Future Consideration Distribution Date, the number of shares of Search Common Stock (or, at the Company's option, the cash equivalent for any fractional shares of Search Common Stock) equal to the product of:

(i) the Per Share Future Consideration, times

(ii) the number of Option Shares covered by such Option.

7. Cancellation of Shares. At the Effective Time, all Shares shall no longer be outstanding and shall be canceled and retired and shall cease to exist, and each certificate (a "Certificate") formerly representing any of such Shares (other than Excluded Shares) shall thereafter represent only the right to receive the Per Share Merger Consideration multiplied by the number of Shares formerly represented thereby. Each Share issued and outstanding immediately prior to the Effective Time and owned by the Company or any direct or indirect subsidiary of the Company (in each case other than Shares that are owned on behalf of third parties), shall, by virtue of the Merger and without any action on the part of the holder thereof, cease to be outstanding, shall be canceled and retired without payment of any consideration therefor and shall cease to exist.

8. Exchange of Certificates for Shares.

(a) Exchange Agent. Prior to the Effective Time, Parent shall designate a bank or trust company located in the United States and reasonably satisfactory to the Company (the "Exchange Agent") to act as exchange agent in effecting, inter alia, the exchange for the Per Share Price multiplied by the number of Shares formerly represented thereby, of certificates (the "Certificates") that, prior to the Effective Time, represented Shares entitled to payment pursuant to Paragraph 4(a).

(b) Exchange Fund. Promptly after the Effective Time, Parent shall deposit, or shall cause to be deposited, with the Exchange Agent, for the benefit of the holders of Shares, an amount in cash (the "Exchange Fund") equal to the sum of (i) the Aggregate Per Share Price (as defined below), and (ii) the aggregate amount of cash payable pursuant to Paragraph 6 in respect of Options outstanding immediately prior to the Effective Time. The "Aggregate Per Share Price" shall mean the Per Share Price multiplied by the number of Shares that, immediately prior to the Effective Time, represented Shares entitled to payment pursuant to Paragraph 4(a). The Exchange Fund shall be held by the Exchange Agent for the benefit of holders of the Shares and shall not be used for any purpose except as set forth in this Plan.

(c) Exchange Procedures.

(i) The Surviving Corporation shall cause the Exchange Agent to mail to each holder of record of Certificates a form of letter of transmittal and instructions for use in effecting the surrender of the Certificates in exchange for the Per Share Price, in such form and having such provisions as Parent and the Company may reasonably agree; provided, however, that such materials shall disclose to such holders of record that no surrender and exchange will take effect until the later of (i) the Effective Time, or (ii) the Exchange Agent's receipt in good order of a Certificate surrendered by the holder of record for cancellation together with a duly executed letter of transmittal. The Surviving Corporation shall instruct the Exchange Agent to disburse, as promptly as reasonably practicable after the later of (i) the Effective Time, or (ii) the Exchange Agent's receipt in good order of a Certificate surrendered by the holder of record for cancellation together with a duly executed letter of transmittal, to the holder of record of such surrendered Certificate the Per Share Price multiplied by the number of Shares represented by such surrendered Certificate, and the Certificate so surrendered shall forthwith be canceled. No interest will be paid or accrued on any amount payable upon due surrender of the Certificates.

(ii) The Surviving Corporation shall cause the Exchange Agent to mail to each holder of record of Options a form of letter of transmittal and instructions for use in effecting the surrender of the Options in exchange for the Option Share Price, in such form and having such provisions as Parent and the Company may reasonably agree; provided, however, that such materials shall disclose to such holders of record that no surrender and exchange will take effect until the later to occur of (i) the Effective Time, or (ii) the Exchange Agent's receipt in good order of an Option for cancellation together with a duly executed letter of transmittal. The Surviving Corporation shall instruct the Exchange Agent to disburse, as promptly as reasonably practicable after the later of

(i) the Effective Time, or (ii) the Exchange Agent's receipt in good order of an Option surrendered by the holder of record for cancellation together with a duly executed letter of transmittal, to the holder of record of such surrendered Option the Option Cash Consideration in respect of such Option, and the Option so surrendered shall forthwith be canceled. No interest will be paid or accrued on any amount payable upon due surrender of the Options.

(d) Transfers. After the Effective Time, there shall be no transfers on the stock transfer books of the Company of the Shares that were outstanding immediately prior to the Effective Time.

(e) Termination of Exchange Fund. Any portion of the Exchange Fund (including the proceeds of any investments thereof) that remains unclaimed by the former holders of Shares of the Company for 180 days after the Effective Time shall be paid to Parent. Any such former holders of Shares of the Company who have not theretofore complied with this Plan shall thereafter look only to Parent for payment of the Per Share Price payable pursuant to Paragraph 4 upon due surrender of their Certificates (or affidavits of loss in lieu thereof), in each case, without any interest thereon. Notwithstanding the foregoing, none of Parent, the Surviving Corporation, the Exchange Agent or any other Person (as defined below) shall be liable to any former holder of Shares for any amount properly delivered to a public official pursuant to applicable abandoned property, escheat or similar laws.

For the purposes of this Plan, the term "Person" shall mean any individual, corporation (including not-for-profit), general or limited partnership, limited liability company, joint venture, estate, trust, association, organization, governmental or regulatory authority, agency, commission, body or other governmental entity, or either entity of any kind or nature.

(f) Lost, Stolen or Destroyed Certificates. In the event any Certificate shall have been lost, stolen or destroyed, upon the making of an affidavit of that fact by the Person claiming such Certificate to be lost, stolen or destroyed and, if required by Parent, the posting by such Person of a bond in customary amount in indemnity against any claim that may be made against it with respect to such Certificate, the Exchange Agent will pay in exchange for such lost, stolen or destroyed Certificate the Per Share Price payable in respect thereof pursuant to Paragraph 4(a).

(g) Withholding Rights. Parent shall be entitled to deduct and withhold from the consideration otherwise payable pursuant to this Plan to any holder of Shares such amounts as Parent reasonably determines Parent is required to deduct and withhold with respect to the making of such payment under the Internal Revenue Code of 1986, as amended (the "Code"), or any provision of state, local or foreign tax law. To the extent that amounts are so withheld by Parent, such withheld amounts shall be treated for all purposes of the Plan as having been paid to the holder of the Shares in respect of which such deduction and withholding was made by Parent.

9. Set-off Right. In the event of any breach of the Merger Agreement by the Company, Parent shall be entitled to set-off against the Search Common Stock all costs incurred or suffered by Parent or any affiliate of Parent as a result of any such breach.

10. Future Consideration. No later than ten (10) business days after the Future Consideration Distribution Date, and subject to Parent's right of set-off under Paragraph 9, Parent shall deliver the Per Share Future Consideration (or an amount in cash equal to the value of the Search Common Stock to have been distributed) to any Person entitled, pursuant to Paragraph 4(a) of this Plan, to receive the Per Share Future Consideration; provided, however, that if Parent determines in good faith that the aggregate value of the Search Common Stock owned by Parent or any of its affiliates (excluding any shares of Search Common Stock acquired by Parent pursuant to its right of set-off under Paragraph 9) is less than \$10,000 on the Future Consideration Distribution Date, Parent shall have no obligation to make such distribution.