



Department of State.

**CERTIFICATE OF AUTHORITY
OF**

MORTGAGE ASSOCIATES, INC.

I, PETE T. CENARRUSA, Secretary of State of the State of Idaho, hereby certify that duplicate originals of an Application of **MORTGAGE ASSOCIATES, INC.**

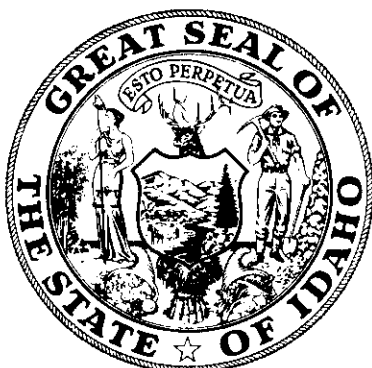
_____ for a Certificate of Authority to transact business in this State, duly signed and verified pursuant to the provisions of the Idaho Business Corporation Act, have been received in this office and are found to conform to law.

ACCORDINGLY and by virtue of the authority vested in me by law, I issue this Certificate of Authority to **MORTGAGE ASSOCIATES, INC.**

to transact business in this State under the name **MORTGAGE ASSOCIATES, INC.**

_____ and attach hereto a duplicate original of the Application for such Certificate.

Dated June 26, 1901.



Pete T. Cenarrusa

SECRETARY OF STATE

Corporation Clerk

APPLICATION FOR CERTIFICATE OF AUTHORITY

To the Secretary of State of Idaho.

Pursuant to Section 30-1-110, Idaho Code, the undersigned Corporation hereby applies for a Certificate of Authority to transact business in your State, and for that purpose submits the following statement:

1. The name of the corporation is _____

MORTGAGE ASSOCIATES, INC.

2. *The name which it shall use in Idaho is _____

MORTGAGE ASSOCIATES, INC.

3. It is incorporated under the laws of Rhode Island

4. The date of its incorporation is May 23, 1973 and the period of its duration is perpetual

5. The address of its principal office in the state or country under the laws of which it is incorporated is

111 Westminster Street, Providence, Rhode Island 02903

6. The address of its proposed registered office in Idaho is 300 North 6th Street

Boise, Idaho 83701, and the name of its proposed

registered agent in Idaho at that address is CT CORPORATION SYSTEM

7. The purpose or purposes which it proposes to pursue in the transaction of business in Idaho are:
Origination and/or sale and/or purchase and/or servicing of mortgages (on real and/or personal property), notes, bonds, or other obligations either as principal or agent; insurance agency activity; consumer finance; loan brokerage.

8. The names and respective addresses of its directors and officers are:

Name	Office	Address
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

See Attached Rider

9. The aggregate number of shares which it has authority to issue, itemized by classes, par value of shares, and shares without par value, is:

Number of Shares	Class	Par Value Per Share or Statement That Shares Are Without Par Value
<u>8,000</u>	<u>Common</u>	<u>\$1.00</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____

(continued on reverse)

10. The aggregate number of its issued shares, itemized by classes, par value of shares, and shares without par value, is:

Number of Shares	Class	Par Value Per Share or Statement That Shares Are Without Par Value
<u>100</u>	<u>Common</u>	<u>\$1.00</u>
_____	_____	_____
_____	_____	_____

11. The corporation accepts and shall comply with the provisions of the Constitution and the laws of the State of Idaho.

12. This Application is accompanied by a copy of its articles of incorporation and amendments thereto, duly authenticated by the proper officer of the state or country under the laws of which it is incorporated.

Dated June 18th, 19 81

MORTGAGE ASSOCIATES, INC.

By _____

Loyal V. LaPlante

Its Exec. V. President

and _____

Marc C. Leslie

Its Assistant

Secretary

STATE OF Wisconsin)

) ss:

COUNTY OF Milwaukee)

I, Rick T. Calvelli, a notary public, do hereby certify that on this 18th day of June, 19 81, personally appeared before me Loyal V. LaPlante, who being by me first duly sworn, declared that he is the Executive V. President of _____

MORTGAGE ASSOCIATES, INC.

that he signed the foregoing document as Exec. Vice Pres. of the corporation and that the statements therein contained are true.

Rick T. Calvelli
Notary Public

*Pursuant to section 30-1-108(b)(1), **Idaho Code**, if the corporation assumes a name other than its true name, this application must be accompanied by a resolution of the Board of Directors to that effect.

MORTGAGE ASSOCIATES, INC.
Officers & Directors

John J. Cummings, Jr.
276 Ocean Road
Narragansett, Rhode Island 02882

Director &
Chairman of the Board

Mills C. Perry
2030 Bay Point Lane
Hartland, Wisconsin 53029

Director & President

J. Terrence Murray
5 Kirby Avenue
Warwick, Rhode Island 02889

Director

Robert L. Mushkin
118 Governor Bradford Drive
Barrington, Rhode Island 02806

Director

Loyal V. LaPlante
4375 Continental Drive
Brookfield, Wisconsin 53005

Executive Vice President

Ronald A. Huiras
316 North Roger
Port Washington, Wisconsin 53074

Executive Vice President

Gary C. Germundsen
917 Vista Lane
Grafton, Wisconsin 53024

Vice President

Curtis P. Hytinen
3519 North 100th Street
Milwaukee, Wisconsin 53222

Vice President

Wayne A. Lunde
8806 Green Meadow Lane
Greendale, Wisconsin 53129

Vice President

C. Eric Sundquist
4785 Stratford Drive
Greendale, Wisconsin 53129

Vice President

Patrick A. Thomas
W277 S3130 Burnell Drive
Waukesha, Wisconsin 53186

Vice President

Mortgage Associates, Inc.
Officers & Directors
Page Two

Edward W. Dence, Jr. 1485 High Hawk Road East Greenwich, Rhode Island 02818	Secretary
Michael J. Torke 12721 North Maplecrest Lane Mequon, Wisconsin 53092	Controller
Marc C. Leslie 10513 West Grantosa Wauwatosa, Wisconsin 53222	General Counsel & Assistant Secretary
Richard J. Bartman 5389 Orchard Lane Greendale, Wisconsin 53129	Assistant Vice President
Gerald W. Kehl S70 W13595 Tess Corners Drive Hales Corners, Wisconsin 53130	Assistant Vice President
Terrance G. Krantz 16505 Siesta Lane Brookfield, Wisconsin 53005	Assistant Vice President
John F. Mawhinney 4832 South 19th Street Milwaukee, Wisconsin 53221	Assistant Vice President
Lawrence W. Toal 2580 Gaywood Court Brookfield, Wisconsin 53005	Assistant Vice President
Ernest A. Wenzel 6703 Hill Ridge Drive Greendale, Wisconsin 53129	Assistant Vice President
Wayne F. Wiechmann 3520 North 83rd Street Milwaukee, Wisconsin 53222	Assistant Vice President
Jerome L. Grummel 3573 South 75th Street Milwaukee, Wisconsin 53220	Assistant Secretary

Mortgage Associates, Inc.
Officers & Directors
Page Three

Kristin L. Hackl
3632 South 60th Street
Milwaukee, Wisconsin 53219

Assistant Secretary

Kathryn L. Kelly
1120 Hemlock Lane
Waukesha, Wisconsin 53186

Assistant Secretary

Richard R. Pannone
33 Cider Lane
Greenville, Rhode Island 02828

Assistant Treasurer

ROBERT F. BURNS
SECRETARY OF STATE

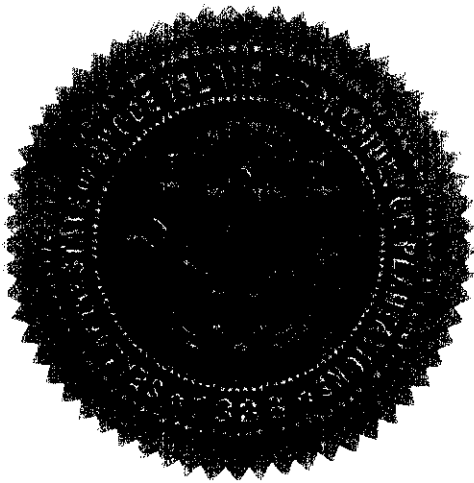


JUL 26 8 37 AM '81
SECRETARY OF STATE

State of Rhode Island and Providence Plantations
DEPARTMENT OF STATE
OFFICE OF THE SECRETARY OF STATE
PROVIDENCE

Date May 28, 1981

A TRUE COPY WITNESSED UNDER THE SEAL OF THE
STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS.



Robert F. Burns
Secretary of State

By Frederick A. Massaro
First Deputy Secretary of State

State of Rhode Island and Providence Plantations
BUSINESS CORPORATION

ORIGINAL ARTICLES OF INCORPORATION

The undersigned acting as incorporator (s) of a corporation under Chapter 7-1.1 of the General Laws, 1956, as amended, adopt (s) the following Articles of Incorporation for such corporation:

FIRST. The name of the corporation is New MAI, Inc.

~~(A close corporation pursuant to §7-1.1-5 of the General Laws, 1956, as amended) (Strike XXXX applicable)~~

SECOND. The period of its duration is (if perpetual, so state) perpetual.

THIRD. The purpose or purposes for which the corporation is organized are:

is the transaction of any or all lawful business
for which corporations may be incorporated under
Chapter 7-1.1-3 of the General Laws, 1956, as
amended.

The corporation shall have power: (See §7-1.1-4 of the General Laws, 1956, as amended.)

- ~~articles of incorporation.~~
- (a) To have perpetual succession by its corporate name ~~unless otherwise limited by the duration of its stock in its articles of incorporation.~~
 - (b) To sue and be sued, complain and defend, in its corporate name.
 - (c) To have a corporate seal which may be altered at pleasure, and to use the same by causing it, or a facsimile thereof, to be impressed or affixed or in any other manner reproduced.
 - (d) To purchase, take, receive, lease, or otherwise acquire, own, hold, improve, use and otherwise deal in and with, real or personal property, or any interest therein, wherever situated.
 - (e) To sell, convey, mortgage, pledge, lease, exchange, transfer and otherwise dispose of all or any part of its property and assets.
 - (f) To lend money and to use its credit to assist its employees.
 - (g) To purchase, take, receive, subscribe for, or otherwise acquire, own, hold, vote, use, employ, sell, mortgage, lend, pledge or otherwise dispose of, and otherwise use and deal in and with, shares or other interests in, or obligations of, other domestic or foreign corporations, associations, partnerships or individuals, or direct or indirect obligations of the United States or of any other government, state, territory, governmental district or municipality or of any instrumentality thereof.
 - (h) To make contracts and guarantees and incur liabilities, borrow money at such rates of interest as the corporation may determine, issue its notes, bonds, and other obligations, and secure any of its obligations by mortgage or pledge of all or any of its property, franchises, and income.
 - (i) To lend money for its corporate purposes, invest and reinvest its funds, and take and hold real and personal property as security for the payment of funds so loaned or invested.
 - (j) To conduct its business, carry on its operations, and have offices and exercise the powers granted by this chapter, within or without this state.
 - (k) To elect or appoint officers and agents of the corporation, and define their duties and fix their compensation.
 - (l) To make and alter by-laws, not inconsistent with its articles of incorporation or with the laws of this state, for the administration and regulation of the affairs of the corporation.
 - (m) To make donations for the public welfare or for charitable, scientific or educational purposes.
 - (n) To transact any lawful business which the board of directors shall find will be in aid of governmental authority.
 - (o) To pay pensions and establish pension plans, pension trusts, profit-sharing plans, stock bonus plans, stock option plans and other incentive plans for any or all of its directors, officers and employees.
 - (p) To provide insurance for its benefit on the life of any of its directors, officers, or employees, or on the life of any stockholder for the purpose of acquiring at his death shares of its stock owned by such stockholder.
 - (q) To be a promoter, partner, member, associate, or manager of any partnership, enterprise or venture.
 - (r) To have and exercise all powers necessary or convenient to effect its purposes.

FOURTH. The aggregate number of shares which the corporation shall have authority to issue is:

(a) *If only one class:* Total number of shares 8,000 \$1 par value each.

(If the authorized shares are to consist of one class only, state the par value of such shares or a statement that all of such shares are to be without par value.)

or

(b) *If more than one class:* Total number of shares _____

(State (A) the number of the shares of each class thereof that are to have a par value and the par value of each share of each such class, and/or (B) the number of such shares that are to be without par value, and (C) a statement of all or any of the designations and the powers, preferences and rights, including voting rights, and the qualifications, limitations or restrictions thereof, which are permitted by the provisions of title 7 of the General Laws in respect of any class or classes of stock of the corporation and the fixing of which by the articles of association is desired, and an express grant of such authority as it may then be desired to grant to the board of directors to fix by vote or votes any thereof that may be desired but which shall not be fixed by the articles.)

FIFTH. Provisions (if any) dealing with the preemptive right of shareholders pursuant to §7-1.1-24 of the General Laws, 1956, as amended:

Each of the holders of the issued and outstanding shares of Common Stock of the corporation shall have the right to subscribe for any new capital stock, whether of a class now existing, or hereafter created, or for any securities convertible into capital stock hereafter issued by the corporation in proportion to their respective holdings of stock at the time of such issue.

SIXTH. Provisions (if any) for the regulation of the internal affairs of the corporation:

The corporation shall have the right, in case of the sale of shares of stock of any stockholder, to purchase said shares at the lowest price at which such stockholder is willing to sell the said shares before the same shall be sold by him to any other party; provided, however, that the corporation shall exercise its right to purchase hereunder within fifteen (15) days after such stockholder shall have notified the corporation in writing of his desire to sell said shares and the price at which he is willing to sell the same, and if the corporation shall decide to purchase said shares, such stockholder shall, upon tender of the purchase price thereof, transfer to the corporation said shares so sold, and if the corporation shall not elect to purchase said shares within said fifteen (15) day period, then such stockholder may, at any time within fifteen (15) days after the expiration of said fifteen (15) day period, sell said shares to any other party but at not less than the price at which the same were offered to the corporation.

SEVENTH. The address of the initial registered office of the corporation is 111 Westminster St., Providence, Rhode Island 02903 (add Zip Code) and the name of its initial registered agent at such address is:

Edward W. Dence, Jr.

EIGHTH. The number of directors constituting the initial board of directors of the corporation is three (3) and the names and addresses of the persons who are to serve as directors until the first annual meeting of shareholders or until their successors are elected and shall qualify are:

(If this is a close corporation pursuant to §7-1.1-51 of the General Laws, 1956, as amended, state the name(s) and address(es) of the officers of the corporation.)

Name	Address
Robert S. Davis	15 Westminster St., Prov., R. I.
V. Duncan Johnson	15 Westminster St., Prov., R. I.
Joseph F. Whinery, Jr.	15 Westminster St., Prov., R. I.

NINTH. The name and address of each incorporator is:

Name	Address
V. Duncan Johnson	15 Westminster St., Prov., R. I.

TENTH. Date when corporate existence to begin (not more than 30 days after filing of these articles of incorporation):

Upon the filing of these Articles of Incorporation.

Dated May 23, 1973

V. Duncan Johnson

STATE OF RHODE ISLAND

COUNTY OF PROVIDENCE

In the City of
Providence

of Providence

in said county this 23rd day of May, A.D. 1973

then personally appeared before me V. Duncan Johnson

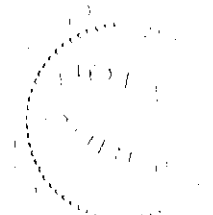
known party
each and all known to me and known by me to be the parties executing the foregoing
instrument, and they severally acknowledged said instrument by them subscribed to be
their free act and deed.
him

his

E. J. G. Jones

Notary Public

My Commission Expires
June 30, 1976



838

MAY 23-73 7096 CD** 110.00

MAY 23 1973

See

Filing fee: \$20.00

ARTICLES OF MERGER
OF DOMESTIC AND FOREIGN CORPORATIONS
INTO

NEW MAI, INC.

Pursuant to the provisions of Section 7-1.1-70 of the General Laws, 1956, as amended, the undersigned domestic and foreign corporations adopt the following Articles of Merger for the purpose of merging them into one of such corporations:

FIRST: The names of the undersigned corporations and the States under the laws of which they are respectively organized are:

<u>Name of Corporation</u>	<u>State</u>
New MAI, Inc.	Rhode Island
Mortgage Associates, Inc.	Wisconsin

SECOND: The laws of the State under which such foreign corporation is organized permit such merger.

THIRD: The name of the surviving corporation is New MAI, Inc.

and it is to be governed by the laws of the State of Rhode Island

FOURTH: The following Plan of Merger was approved by the shareholders of the undersigned domestic corporation in the manner prescribed by Chapter 7-1.1 of the General Laws, 1956, as amended, and was approved by the undersigned foreign corporation in the manner prescribed by the laws of the State under which it is organized:

(Insert Plan of Merger)

A copy of the Agreement of Merger and the First Amendment to the Agreement of Merger is attached hereto and hereby incorporated as if fully rewritten herein.

FIFTH: As to each of the undersigned corporations, the number of shares outstanding, and the designation and number of outstanding shares of each class entitled to vote as a class on such Plan, are as follows:

<u>Name of Corporation</u>	<u>Number of Shares Outstanding</u>	<u>Entitled to Vote as a Class</u>	
		<u>Designation of Class</u>	<u>Number of Shares</u>
New MAI, Inc.	100	\$1 par value common	None
Mortgage Associates, Inc.	2,365,304	\$1 par value common	None

SIXTH: As to each of the undersigned corporations, the total number of shares voted for and against such Plan, respectively, and, as to each class entitled to vote thereon as a class, the number of shares of such class voted for and against such Plan, respectively, are as follows:

<u>Name of Corporation</u>	<u>Total Voted For</u>	<u>Total Voted Against</u>	<u>Number of Shares</u>		
			<u>Entitled to Vote as a Class</u>		
			<u>Class</u>	<u>Voted For</u>	<u>Voted Against</u>
New MAI, Inc.	100	0			
Mortgage Associates, Inc.	1,866,423	10,458			

AGREEMENT OF MERGER

THIS AGREEMENT OF MERGER ("Agreement of Merger") dated as of the 23rd day of May, 1973 by and between MORTGAGE ASSOCIATES, INC., a Wisconsin corporation ("MAI"), and New MAI, Inc., a Rhode Island corporation ("New MAI"), such corporations being hereinafter sometimes collectively called the "Constituent Corporations";

WITNESSETH:

WHEREAS, MAI is a corporation duly organized and existing under the laws of the State of Wisconsin and has its principal office in said State at 125 East Wells Street, Milwaukee, Wisconsin; and

WHEREAS, New MAI is a corporation duly organized and existing under the laws of the State of Rhode Island and has its principal office in said State at 111 Westminster Street, Providence, Rhode Island; and

WHEREAS, ~~MAI~~ MAI is authorized to issue 3,500,000 shares of Common Stock of the par value of \$1 each (the "MAI Common Stock"), of which 2,364,554 shares are issued and outstanding, the number of shares issued and outstanding of MAI being subject to change pursuant to the terms of an agreement between certain individuals and MAI and to the extent that outstanding employees' stock options may be exercised pursuant to their terms prior to the effective time of the merger of MAI and New MAI; and

WHEREAS, New MAI is authorized to issue 8,000 shares of Common Stock of the par value of \$1 per share, of which 100 shares are validly issued and outstanding and owned by Industrial National Corporation, a Rhode Island corporation ("INC"); and

WHEREAS, INC is authorized to issue (i) 2,000,000 shares of Preferred Stock of the par value of \$1 per share issuable in series, of which one series consists of 400,000 shares of Cumulative Convertible Preferred Stock, Series A, all of which are validly issued and outstanding and of which one series consists of 500,000 shares of Cumulative Preferred Stock, Series B, none of which are issued and outstanding; and (ii) 15,000,000 shares of Common Stock of the par value of \$1 per share, of which 4,930,210 shares are issued and outstanding and 142,100 shares are held in the treasury of INC, the number of outstanding shares of INC Cumulative Preferred Stock, Series B being subject to change as described in an Agreement and Plan of Reorganization of even date herewith among INC, MAI and New MAI (the "Agreement and Plan") and the number of outstanding shares of INC Common Stock being subject to change to the extent that outstanding employees' stock options may be exercised pursuant to their terms prior to the effective time of the merger of MAI and New MAI; and

WHEREAS, INC intends to issue and deliver to New MAI at or prior to the effective time of the merger of MAI and New MAI that number of shares of INC Common Stock as may be necessary in order that New MAI may effect the conversion of each share of MAI Common Stock into six-tenths (6/10) share of INC Common Stock as provided in this Agreement of Merger; and

WHEREAS, the respective Boards of Directors of MAI and New MAI believe that the merger of MAI into New MAI as the surviving corporation upon the terms and subject to the conditions hereinafter set forth would be advantageous and beneficial to their respective corporations, and such Boards of Directors have approved and authorized this Agreement of Merger; and

WHEREAS, New MAI desires to amend its Articles of Incorporation to change its name to "Mortgage Associates, Inc."; and

WHEREAS, the laws of the States of Rhode Island and Wisconsin permit MAI to be merged into New MAI;

NOW, THEREFORE, MAI and New MAI hereby agree that, pursuant to the applicable laws of the States of Wisconsin and Rhode Island and subject to the terms and conditions hereinafter set forth, MAI shall be merged with and into New MAI and that the terms and conditions of the merger, the mode of carrying the same into effect and the consideration to be delivered in conversion of shares of Common Stock of MAI shall be as follows:

ARTICLE I

Upon the effective date of the merger as described below (the "Merger Date"), MAI shall be merged into New MAI. New MAI shall be the surviving corporation and shall continue to be governed by the laws of the State of Rhode Island. New MAI as such surviving corporation is hereinafter sometimes referred to as the "Surviving Corporation".

ARTICLE II

2.1. From and after the Merger Date, Article 1 of the Articles of Incorporation of the Surviving Corporation shall be amended to read as follows:

"1. The name of the corporation is 'Mortgage Associates, Inc.'"

and such Articles of Incorporation, as so amended, shall continue in full force and effect until otherwise altered or amended as provided therein or as provided by law.

2.2. The By-Laws of New MAI, as amended and in effect immediately prior to the Merger Date, shall continue in full force and effect after the Merger Date as the By-Laws of the Surviving Corporation until they shall be altered, amended or repealed as provided therein or as provided by law.

2.3. The directors and officers of New MAI holding office immediately prior to the Merger Date shall continue from and after the Merger Date to hold office until removed as provided by law or until the election of their respective successors. If at the Merger Date a vacancy shall exist in the Board of Directors or in the officers of the Surviving Corporation, such vacancy may be filled in the manner provided by the By-Laws of the Surviving Corporation.

2.4. Upon the Merger Date, the effect of the merger shall be as provided in the applicable provisions of the Wisconsin Business Corporation Law and the Rhode Island Business Corporation Act. All provisions of the laws of the State of Wisconsin and of the State of Rhode Island, applicable to the proposed merger, will be complied with. Without limiting the generality of the foregoing, and subject thereto, upon the Merger Date the separate existence of MAI shall cease, and the Surviving Corporation shall succeed without other transfer to all the rights and property of each of the Constituent Corporations, and shall be subject to all the debts and liabilities of each, in the same manner as if the Surviving Corporation had itself incurred them; all rights of creditors and all liens upon the property of each of the Constituent Corporations shall be preserved unimpaired, limited in lien to the property affected by such liens immediately prior to the Merger Date; and any action or proceeding pending by or against any Constituent Corporation may be prosecuted to judgment, which shall bind the Surviving Corporation, or the Surviving Corporation may be proceeded against or substituted in its place.

ARTICLE III

3.1. The shares of Common Stock of New MAI outstanding immediately prior to the Merger Date shall not be converted as a result of the merger but shall remain outstanding as shares of the Surviving Corporation.

3.2. At the Merger Date there shall be delivered in conversion of and exchange for each share of MAI Common Stock outstanding immediately prior to the merger (except shares of MAI Common Stock held in the treasury of MAI or shares of MAI Common Stock as to which the holders thereof shall

demand payment for their shares from MAI as provided in Section 180.72 of the Wisconsin Business Corporation Code) six-tenths (6/10) share of INC Common Stock.

3.3. From and after the Merger Date, each holder of a certificate or certificates representing a share or shares of MAI Common Stock outstanding immediately prior to the merger shall, upon presentation of such certificate or certificates for surrender to Industrial National Bank of Rhode Island as Exchange Agent for the surviving Corporation, be entitled to receive (subject to Section 3.5 below) in exchange therefor a certificate or certificates representing the shares of fully-paid and non-assessable INC Common Stock to which such holder shall be entitled upon the aforesaid basis of exchange. Until so surrendered, each outstanding certificate which prior to the merger represented shares of MAI Common Stock shall be deemed, for all corporate purposes, to evidence ownership of the number of whole shares of INC Common Stock into which the same shall have been converted and exchanged; *provided, however*, that (i) no dividends or other distributions declared with respect to the INC Common Stock shall be paid to the holder of any unsurrendered certificate or certificates of MAI Common Stock until such holder shall surrender such certificate or certificates, at which time the holder shall be paid the amount of dividends and other distributions, without interest, which theretofore became payable with respect to the shares of INC Common Stock evidenced by such certificate or certificates; and (ii) unless and until any such certificate representing shares of MAI Common Stock shall be so surrendered, the holder of such certificate shall not be entitled to vote such shares of MAI Common Stock or the shares of INC Common Stock to be received in exchange therefor.

3.4. After the Merger Date each person holding an outstanding MAI Stock Option heretofore granted by MAI shall be entitled, upon each exercise of such option, to receive, in lieu of shares of MAI Common Stock which such optionee would have otherwise been entitled to receive, that number of full shares of INC Common Stock (fractional shares to be rounded to the next lower full share) which such optionee would have received by virtue of the merger in substitution for the number of shares of MAI Common Stock covered by such option had such MAI Common Stock been issued and outstanding immediately prior to the effective date of the merger, subject to appropriate adjustment for events after said effective date.

3.5. Neither fractional shares of INC Common Stock nor scrip certificates therefor, will be issued to the holders of MAI Common Stock. Arrangements will be made with Industrial National Bank of Rhode Island as Exchange Agent for the Surviving Corporation, so that after the effective date of the merger, for 60 days after the mailing of a notice of such arrangements to such holders, any such holder, through the Exchange Agent, may purchase the additional fraction of a share of INC Common Stock required to make up a full share, or sell the fraction or fractions to which he is entitled, provided such holder shall have surrendered the certificate or certificates evidencing his MAI Common Stock, as provided above, within said 60-day period. Pro rata brokerage commission shall be paid by the holder so selling or buying. As soon as practicable after the end of said 60-day period the Exchange Agent will sell, for the account of holders of fractional interests therein, shares of INC Common Stock in an amount equal to the respective aggregate fractional interest in each of such shares indicated by the then unexchanged MAI Common Stock certificates; and the Exchange Agent will thenceforth and until three years after the effective date of the merger, pay to such holders, upon surrender of their MAI Common Stock certificates, as provided above, the pro rata realization on their fractional interests (net of brokerage commissions), without interest thereon. Any balance of the proceeds of such sale remaining at the end of said three-year period shall be returned to INC.

3.6. If the holder of any shares of MAI Common Stock shall have filed a written objection to the merger and shall have demanded payment for his shares, all in accordance with Section 180.72 of the Wisconsin Business Corporation Law, and if the Surviving Corporation shall make payment to such holder for such shares, whether pursuant to a compromise or adjudication, then the INC Common Stock held by New MAI to which such persons shall otherwise have been entitled shall be returned to and remain the property of INC.

ARTICLE IV

4.1. This Agreement of Merger shall be submitted for approval and adoption by the shareholders each of the Constituent Corporations entitled to vote thereon in accordance with the laws of the state under which it is organized, i.e., the laws of the State of Wisconsin and the laws of the State of Rhode Island, respectively, and if this Agreement of Merger shall be so approved and adopted and the conditions set forth in the Agreement and Plan are satisfied, Articles of Merger shall be filed with the Secretary of State of the State of Rhode Island and concurrently therewith Articles of Merger shall be filed with the Secretary of State of Wisconsin and recorded with the Register of Deeds of Milwaukee County, Wisconsin, at which time the Merger shall become effective (the "Merger Date").

4.2. Any other provision hereof to the contrary notwithstanding, if the Agreement and Plan is terminated in accordance with Section 13 thereof, then this Agreement of Merger shall simultaneously terminate without further action by the Constituent Corporations or either of them, and in such event the board of directors of each of the Constituent Corporations shall direct its officers not to carry out the procedures referred to in Section 4.1 above, notwithstanding the approval and adoption of this Agreement of Merger by the shareholders of the respective Constituent Corporations.

ARTICLE V

5.1. This Agreement of Merger may be executed in any number of counterparts, each of which shall be deemed to be an original, but such counterparts together shall constitute one and the same instrument.

5.2. Any of the provisions of this Agreement of Merger may be waived or modified at any time by the party which is, or the shareholders of which are, entitled to the benefits thereof upon the authority of the Board of Directors of such party.

5.3. Nothing expressed or implied in this Agreement of Merger is intended, or shall be construed, to confer upon or give any person, firm or corporation, other than INC, MAI and New MAI and their respective shareholders, any rights or remedies under or by reason of this Agreement of Merger.

IN WITNESS WHEREOF, MAI and New MAI have each caused this Agreement of Merger to be signed by its respective officer thereunto duly authorized and its corporate seal to be affixed, all as of the day and year first above written.

MORTGAGE ASSOCIATES, INC.

ATTEST:

/s/ MARC C. LESLIE

Secretary

/s/ MILLS C. PERRY

By

NEW MAI, INC.

ATTEST:

/s/ EDWARD W. DENCE, JR.

Secretary

/s/ J. TERRENCE MURRAY

By

President

FIRST AMENDMENT

TO

AGREEMENT OF MERGER

This First Amendment to the Agreement of Merger (the "Agreement") dated as of May 23, 1973, between New MAI, Inc., ("New MAI") and Mortgage Associates, Inc. ("MAI") made and entered into as of the 12th day of December, 1973.

W I T N E S S E T H:

WHEREAS, New MAI and MAI wish to amend the Agreement of Merger (the "Agreement of Merger") attached thereto as Exhibit A;

NOW, THEREFORE, in order to effect such amendments, the parties hereto agree as follows:

Section 1. The words "six-tenths (0.6)" in the third WHEREAS Clause of the Agreement are hereby amended to read "five-tenths (0.5)" and the sixth WHEREAS clause of the Agreement of Merger is hereby amended to read as follows:

"WHEREAS, Industrial National Cocporation intends to issue and deliver to New MAI at or prior to the effective time of the merger of MAI and New MAI that number of shares of Industrial National Corporation Common Stock as may be necessary in order that New MAI may effect the conversion of each share

of MAI Common Stock into five-tenths (.5) share of Industrial National Corporation Common Stock as provided in this Agreement of Merger; and"

Section 2. Section 3.2 of the Agreement of Merger is hereby amended to read as follows:

"3.2. At the Merger Date there shall be delivered in conversion of and exchange for each share of MAI Common Stock outstanding immediately prior to the merger (except shares of MAI Common Stock held in the treasury of MAI or shares of MAI Common Stock as to which the holders thereof shall demand payment for their shares from MAI as provided in Section 180.72 of the Wisconsin Business Corporation Law) five-tenths (.5) share of Industrial National Corporation Common Stock".

Section 3. This First Amendment is executed and shall be construed as a supplement and amendment to the Agreement of Merger and forms a part of thereof. Except as herein expressly otherwise defined, the use of the terms and expressions herein is in accordance with the definitions contained in the Agreement of Merger. In all other respects the Amendment and the Agreement of Merger are confirmed.

IN WITNESS WHEREOF, this First Amendment to the Agreement of Merger has been executed by the parties hereto all as of the day and year first above written.

MORTGAGE ASSOCIATES, INC.

By: /s/ Mills C. Perry
President

Attest:

/s/ Marc C. Leslie

Secretary

NEW MAI, INC.

/s/ J. Terrence Murray

By _____
President

Attest:

/s/ Edward W. Dence, Jr.

Secretary

SEVENTH: If the surviving corporation is to be governed by the laws of any other state, such surviving corporation hereby: (a) agrees that it may be served with process in the State of Rhode Island in any proceeding for the enforcement of any obligation of the undersigned domestic corporation and in any proceeding for the enforcement of the rights of a dissenting shareholder of such domestic corporation against the surviving corporation; (b) irrevocably appoints the Secretary of State of Rhode Island as its agent to accept service of process in any such proceeding; and (c) agrees that it will promptly pay to the dissenting shareholders of such domestic corporation the amount, if any, to which they shall be entitled under the provisions of Chapter 7-1.1 of the General Laws, 1956, as amended, with respect to the rights of dissenting shareholders.

Dated March 15, 1974.

New MAI, Inc.

By

Its

President

and

Its

Secretary

Mortgage Associates, Inc.

By

Mills C. Perry

Its

President

and

Marc C. Leslie

Its

Secretary

STATE OF RHODE ISLAND

COUNTY OF PROVIDENCE

} Sc.

At Providence in said County on the 14th day of March 1974, before me personally appeared J. Terrence Murray, who being by me first duly sworn, declared that he is the President of New MAI, Inc., that he signed the foregoing document as such President of the corporation, and that the statements therein contained are true.

[Signature]
Notary Public

(NOTARIAL SEAL)

STATE OF RHODE ISLAND

COUNTY OF PROVIDENCE

} Sc.

At Providence in said County on the 14th day of March 1974, before me personally appeared Mills C. Perry, who being by me first duly sworn, declared that he is the President of Mortgage Associates, Inc., that he signed the foregoing document as such President of the corporation, and that the statements therein contained are true.

[Signature]
Notary Public

(NOTARIAL SEAL)