

FILED
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ARTICLES OF MERGER

WHEREAS, on the 1st day of January 1, 1999, an agreement of merger was approved by shareholders of THE INSURANCE GROUP, INC., on the 1st day of January 1999, an agreement of merger was approved by shareholders of SHERRER INSURANCE AGENCY, INC. (an Idaho Corporation) and

SECRETARY OF STATE
STATE OF IDAHO

WHEREAS, the directors of the corporation were instructed by the shareholders to execute the articles of merger to consummate the agreement between the corporation; and

THEREFORE BE IT RESOLVED;

1. That SHERRER INSURANCE AGENCY, INC. (an Idaho Corporation) is hereby merged into and made a part of THE INSURANCE GROUP, INC., an Idaho Corporation.

2. As consideration for this merger there shall be no cash transferred. The only consideration given for the merger shall be exchange of SHERRER INSURANCE AGENCY, INC. (an Idaho Corporation) stock for 50 shares of THE INSURANCE GROUP, INC., stock as set forth in the Agreement of Merger.

3. These articles of merger shall be filed with the Secretary of State for the State of Idaho as proof for the Secretary of State that the corporate existence of SHERRER INSURANCE AGENCY, INC., been merged with THE INSURANCE GROUP, INC.

4. The plan of merger was approved by unanimous vote of the shareholders of both corporations.

5. a. 500 shares of common stock of THE INSURANCE GROUP, INC., were entitled to vote on the plan of merger and all 500 shares voted in favor of the merger.

b. 1000 shares of common stock of SHERRER INSURANCE AGENCY, INC., (an Idaho Corporation) were entitled to vote on the plan of merger and all 500 shares voted in favor of the merger.

6. G. Lance Salladay, 222 North 13th Street, Boise, Idaho is appointed as agent for service of process. The plan of merger approves the payment of all outstanding obligations of the constituent corporations by the surviving corporation.

IDAHO SECRETARY OF STATE

06/10/1999 09:00
CK: CASH CT: 98597 BI: 224551

1 @ 30.00 = 30.00 MERGER # 2

C123577

DATED This 1st day of January, 1999.

THE INSURANCE GROUP, INC.

By Dennis K. Holmes
President

ATTEST:

Darcy Mitchell
Secretary

SHERRER INSURANCE AGENCY, INC.

By George S. Sherry
President

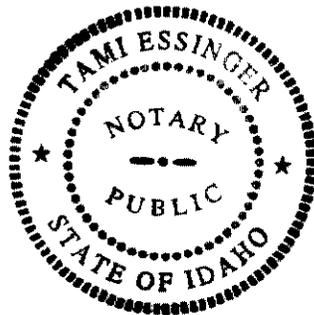
ATTEST:

Michele M. Stover
Secretary

STATE OF IDAHO)
 : ss.
County of Payette)

On this 1st day of Jan, 1999, before me, the undersigned, a Notary Public, in and for said State, personally appeared DENNIS K. HOLMES and DARCY MITCHELL, who by me first duly sworn, declared that they are the President and Secretary of the above named THE INSURANCE GROUP, INC., that they signed the foregoing document on behalf of the corporation, and that the statements therein contained are true.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal on the day and year in this certificate first above written.



Tami Essinger
Notary Public of Idaho
Residing at: Fruitland, Idaho
My Comm. Exp. 7/2/03

AGREEMENT OF MERGER

AGREEMENT OF MERGER, dated as January 1, 1999, between SHERRER INSURANCE AGENCY, INC. (an Idaho Corporation) hereinafter sometimes called "Sherrer", with its principal office in the State of Idaho at 112 East 6th Street, Emmett, Idaho 83617, and THE INSURANCE GROUP, INC., with its principal office in the State of Idaho, at 211 North Whitley Drive, Fruitland, Idaho 83619, all corporations being hereinafter sometimes collectively called the Constituent Corporations.

Whereas SHERRER is a corporation duly organized and existing under the laws of the State of Idaho, incorporated on December 15, 1998 and having authorized capital stock consisting of 1000 shares, all of which are of one class with a par value of \$1.00 a share, of which shares, 1000 shares are issued and outstanding in the hands of the stockholders and

Whereas THE INSURANCE GROUP, INC., is a corporation duly organized and existing under the laws of the State of Idaho, having been incorporated on April 10, 1998, and having an authorized capital stock consisting of \$1,000 shares, 500 of which are of one class with a par value of \$100.00 a share, of which shares, one half of the shares are issued and outstanding in the hands of the shareholders; and

Whereas the Boards of Directors of the Constituent Corporations deem it advisable that these corporations merge and they have duly approved and authorized the form of this Agreement of Merger; and

Whereas the laws of the States of Idaho permit such a merger, and the Constituent Corporations desire to merge under and pursuant to the provisions of the laws of their respective states;

Now, therefore, in consideration of the premises and of the mutual agreements and covenants herein contained, it is agreed that SHERRER be and he is hereby merged into THE INSURANCE GROUP, INC., which shall be the Surviving Corporation, and the terms and conditions of such merger and the mode of carrying it into effect are and shall be as follows:

1. NAME OF SURVIVING CORPORATION. The name of the corporation, which is sometimes hereinafter referred to as the Surviving Corporation, shall from and after the effective date of the merger, be THE INSURANCE GROUP, INC.

2. OFFICE OF SURVIVING CORPORATION. The principal office of the Surviving Corporation, THE INSURANCE GROUP, INC., shall be located in the City of Fruitland, State of Idaho. The name of its resident agent in charge thereof is Gerald W. Mitchell, whose address is 211 North Whitley Drive, Suite D., in the City of Fruitland, County of Payette, State of Idaho.

3. PURPOSE OF SURVIVING CORPORATION. The nature of the business of the Surviving Corporation and the objects and purposes to be transacted, promoted, or carried on by it are as follows:

(a) To sell insurance contracts for life, disability, property, casualty, crop, or any other lawful purpose. To enter into risk management, agreements or risk sharing agreements

whenever necessary or convenient; to underwrite insurance; settle claims: to do all lawful acts engaged in by the Constituent Corporations prior to the merger.

(b) To subscribe for, purchase, or otherwise acquire, own, hold, invest in, sell, assign, transfer, exchange, pledge, mortgage, grant security interests in, or otherwise deal and trade in or with shares of stock, bonds, coupons, promissory notes, pledges, obligations, contracts, leases, evidences of debt, or securities of any company, corporation, or association, domestic or foreign.

(c) To receive, collect, hold, or dispose of interest, dividends, and income, of and from any of the shares of stock, bonds, coupons, promissory notes, pledges, obligations, contracts, leases, evidences of debt, securities, or other property held or owned by it.

(d) To apply for, obtain, register, purchase, lease, or by any other means acquire, hold, own, use, develop, introduce grant licenses in respect of, or otherwise turn to account, sell, assign, lease, mortgage, or otherwise dispose of Letters Patent of the United States or of any foreign country, patents, patent rights, licenses, privileges, inventions, improvements, formulas, secret processes, copyrights, trademarks, and trade names, and pending applications therefore and renewals thereof any interest therein which may relate to or be useful in connection with any business of the Corporation, and to expend money in experimenting upon, testing, developing, and improving or seeking to improve the same.

(e) To undertake and carry on any lawful business any where and generally to institute, enter into, carry on, assist, promote, and participate in commercial, mercantile, industrial,

financial, and other businesses, works, contracts, syndicates, underwriting, and other financial operations, and to act as brokers and financial agents of any individual, firm, corporation, or association, and to aid in any manner any corporation, association, or enterprise whose bonds or other obligations are held by this Corporation or in which this Corporation is in any way interested; and to merge or consolidate with any Corporation in such manner as may be permitted by law.

(f) To issue bonds, debentures, or obligations of this Corporation, and borrow money on the note or notes of this Corporation for any of the objects or purposes of the Corporation and to secure the same by pledge, mortgage, deed, security interest, or trust or otherwise of any property, real or personal, of every kind and nature at any time owned by the Corporation.

(g) To purchase, hold, sell, and transfer the shares of its own capital stock.

(h) To do all and everything necessary, suitable, convenient, or proper for the accomplishment of any of the purposes or the attainment of any one or more of the objects herein enumerated, or incidental to the powers herein named, or which shall at any time appear conducive or expedient for the benefit or protection of the Corporation, to the same extent and as fully as natural persons might or could do, with all the powers now or hereafter conferred by the laws of the State of Idaho upon corporations incorporated under the laws thereof.

(I) To qualify to do business in any or all other states in the United States.

The foregoing clauses shall be construed both as objects and powers; and it is hereby expressly provided that the foregoing enumeration of specific powers shall not be held to limit or restrict in any manner the powers of the Corporation.

4. CAPITALIZATION OF SURVIVING CORPORATION. The total number of shares of stock which the Surviving Corporation shall be authorized to issue is 1000 shares of the par value of \$100.00. All such shares are designated common stock and are of one and the same class and have full voting powers and equal rights of participation in dividends and assets of the Surviving Corporation and shall be non assessable. Holders of stock of the Surviving Corporation shall have no preemptive right to subscribe for any additional shares of the common stock or the securities of the Surviving Corporation convertible into common stock or any other securities of the Surviving Corporation. Voting rights on shares may be waived or assigned. Upon the completion of this merger, the stock in THE INSURANCE GROUP, INC. shall be subscribed as follows:

- (a) _____ Dennis K. Holmes
- (b) _____ Lawrence A. Lee
- (c) _____ Michael C. Miller
- (d) _____ Gerald W. Mitchell
- (e) _____ Casey L. Sherrer

5. BYLAWS OF SURVIVING CORPORATION. The Bylaws of THE INSURANCE GROUP, INC., as they exist upon the effective date of the merger, shall be

and remain and continue to be the Bylaws of the Surviving Corporation until they shall be altered, amended, or repealed as therein provided.

6. DIRECTORS AND OFFICERS. (a) Persons who are directors of THE INSURANCE GROUP, INC., on the effective date of the merger shall be directors of the Surviving Corporation; such directors shall hold office until the first annual meeting of the shareholders of the Surviving Corporation after the effective date of the merger and until their respective successors are elected or appointed in the manner provided by the Bylaws thereof. If on the effective date of the merger a vacancy shall exist in the Board of Directors of the Surviving Corporation for any reason whatsoever, such vacancy may be filled by the Board of Directors of the Surviving Corporation as provided in the Bylaws of the Surviving corporation.

(b) The first annual meeting of the shareholders of the Surviving corporation after the effective date of the merger shall be the annual meeting provided for by the Bylaws thereof for the year 1999.

(c) The officers and directors of the Surviving Corporation who will serve as officers of the Surviving Corporation are as follows:

Officers: DENNIS K. HOLMES, President and Chairman of the Board
of Directors
MICHAEL C. MILLER, Vice President
GERALD W. MITCHELL, Vice President
DARCY MITCHELL, Secretary
LAWRENCE A. LEE, Treasurer

Directors: DENNIS K. HOLMES
MICHAEL C. MILLER
GERALD W. MITCHELL
LAWRENCE A. LEE

(d) The first regular meeting of the Board of Directors of the Surviving Corporation after the effective date of the merger shall be held on the regular meeting date, the second Tuesday of each month.

7. EFFECTIVE DATE OF MERGER. For all purposes of the laws of the State of Idaho, this Agreement of Merger and the merger herein provided shall become effective and the separate existence of SHERRER INSURANCE AGENCY, INC. (an Idaho Corporation), except insofar as they may be continued by statute, shall cease as soon as this Agreement of Merger shall have been adopted, approved, signed, and acknowledged in accordance with the laws of the State of Idaho and certificates of its adoption and approval shall have been executed in accordance with such laws; and this Agreement of Merger and such certificates shall have been filed in the Office of the Secretary of State of the State of Idaho.

(b) The corporate identity, existence, purposes, powers, objects, franchises, rights, and immunities of THE INSURANCE GROUP, INC. shall continue unaffected and unimpaired by the merger hereby provided for; and the corporate identities, existence, purposes, powers, objects, franchises, rights, and immunities of SHERRER shall be continued in and merged into THE INSURANCE GROUP, INC. and THE INSURANCE GROUP, INC. shall be fully vested therewith.

(c) The date upon which this Agreement is filed in the offices mentioned above and upon which the Constituent Corporations shall so become a single corporation is the effective date of the merger.

8. **CONVERSION OF SHARES.** The manner and basis of converting the shares of **SHERRER** and **THE INSURANCE GROUP INC.**, into shares of the Surviving Corporation shall be as follows: Immediately upon the effective date of the merger and upon tender to the Surviving Corporation of all outstanding shares of the Constituent Corporations, together with an indemnity agreement warranting that there are no other outstanding shares and no claims by any shareholder and tendering an agreement by the shareholders to hold the Surviving Corporation harmless from any claims from any other shareholder of the Constituent Corporations, the shares of each Constituent Corporation shall become shares of the Surviving Corporation and subscribed as set forth in paragraphs 4 a-e above.

(a) Immediately upon the effective date of the merger, each of the shares of stock of the Constituent Corporation which are held as treasury shares by **SHERRER** and **THE INSURANCE GROUP, INC.** shall cease to exist and shall be deemed canceled, retired, and eliminated, and no shares of common stock of the Surviving Corporation shall be issued in respect thereof.

(b) After the effective date of the merger and on or after the date fixed for such purpose by the Board of Directors of the Surviving Corporation, each holder of an outstanding certificate or certificates theretofore representing stock of **SHERRER** will surrender the same to the Surviving Corporation, and such holder shall thereupon be entitled to receive in exchange a certificate or certificates representing the number of shares of common stock of the Surviving corporation into which the shares of stock

represented by the certificate or certificates so surrendered shall have been converted. If the holder of such an outstanding certificate or certificates shall not have surrendered the same, no dividends payable to the holders of record of common stock of the surviving corporation as of any date subsequent to the effective date of the merger shall be paid to such holder with respect to the number of shares of common stock of the Surviving Corporation represented by such outstanding certificate or certificates; but, upon surrender of such outstanding certificate or certificates, there shall be paid to the record holder of the certificate or certificates for common stock of the Surviving corporation issued in exchange therefore the amount of dividends which theretofore have become payable with respect to the number of shares of common stock of the Surviving Corporation represented by the certificate or certificates issued in the exchange.

(c) There shall be no cash paid to or by any of the Merging Corporations.

9. EFFECT OF MERGER. Upon this merger becoming effective:

(a) The Surviving Corporation shall possess all the rights, privileges, powers, and franchises of a public or private nature, and shall be subject to all the restrictions, disabilities, obligations, and duties of each of the Constituent Corporations, except as otherwise herein provided, and except as otherwise provided by law;

(b) The Surviving Corporation shall be vested with all property, real, personal, or mixed, and all debts due to the Constituent Corporations on whatever account as well as all other things in action or belonging to the Constituent Corporations; and

(c) All property, rights, privileges, powers, and franchises of the Constituent

Corporations shall be thereafter as effectually the property of the Surviving Corporation as they were of the Constituent Corporations, but all rights of creditors and all liens upon any property of any Constituent Corporation shall be preserved unimpaired, but liens shall be limited to the property affected by such liens immediately prior to the effective date of the merger; and all debts, liabilities, obligations, and duties of the Constituent Corporations shall thenceforth attach to, and are hereby assumed by, the Surviving Corporation and may be enforced against it to the same extent as if such debts, liabilities, obligations, and duties had been incurred or contracted by it.

(d) This merger shall have no effect upon Mark E. McCarroll or Leona J. McCarroll with regard to a certain Redemption Agreement dated August 14, 1991, wherein Mark E. McCarroll and Leona J. McCarroll are the Sellers and THE INSURANCE GROUP, INC., is the buyer.

(e) This Merger Agreement shall be subject to all outstanding Buy-Sell Agreements and Agreements to Restrict the Sale of Corporate Stock of THE INSURANCE GROUP, INC., and Redemption Agreements which have been previously signed by the existing shareholders, and CASEY L. SHERRER agrees to (1) to be bound by the terms thereof; (2) that any stock received by them shall be received, owned, held, sold or transferred subject to the terms, conditions and restrictions contained in those agreements; and (3) that those agreements are incorporated herein as if set out in full verbatim.

(10) DELIVERY OF DEEDS AND INSTRUMENTS. From time to time as and when requested by the Surviving Corporation or by its successors and assigns, each of the

Constituent Corporation or the officers or former officers thereof, shall execute and deliver, or cause to be executed and delivered, all deeds and other instruments and shall take, or cause to be taken, all such other and further actions as the Surviving Corporation may deem necessary and desirable in order more fully to vest in and confirm to the Surviving Corporation title to and possession of all the property, rights, privileges, powers and franchise referred to in paragraph 9 hereof and otherwise to carry out the intent and purposes of this Agreement of Merger. For the convenience of the parties and to facilitate the filing and recording of this Agreement of Merger, any number of counterparts hereof may be executed and each such executed counterpart shall be deemed to be an original instrument.

11. **EXPENSES OF MERGER.** The Surviving Corporation shall pay all expenses of carrying this Agreement of Merger into effect and of accomplishing the merger.

12. **CAPITAL AND LIFE OF SURVIVING CORPORATION.** The minimum amount of capital with which the Surviving Corporation shall commence business is \$100,000.00. The Surviving Corporation is to have perpetual existence.

13. **ABANDONMENT OF MERGER.** This agreement of Merger shall be submitted to the stockholders of the Constituent Corporations as provided by the applicable laws of the State of Idaho, at meetings which shall be held on or about January 8, 1999, or at such dates as the Boards of Directors of the Constituent Corporations shall mutually approve, and upon the approval and adoption thereof, in the manner provided by such laws, by the holders of the outstanding shares of capital stock of each of the Constituent Corporations,

shall be deemed and taken to be the Agreement of Merger and act of merger of the Constituent Corporations; provided, however, that anything herein or elsewhere to the contrary notwithstanding, this Agreement of Merger may be terminated or abandoned before it becomes effective without further action or approval by the stockholders of any of the Constituent Corporations:

- (a) By mutual consent of the Board of Directors of the Constituent Corporations; or
- (b) By the Board of Directors of anyone of the Constituent Corporations in the event of failure or inability to obtain necessary authorizations and approvals of any governmental agencies; or
- (c) By the Board of Directors of any one of the Constituent Corporations if any material litigation or claims shall be pending or threatened against or substantially affecting any of the Constituent Corporations or the Surviving Corporation of any of their respective assets, or the merger, which, in the judgment of such Board, renders it inadvisable to proceed with the merger.

14. OFFICES AND PLACE OF MEETINGS. Both the Stockholders and directors of the Surviving Corporation may hold their meetings and the Surviving Corporation may have an office or offices in such place or places outside the State of Idaho as the Bylaws may provide and the Surviving Corporation may keep its books outside the State of Idaho except as otherwise provided by law.

15. RIGHT TO AMEND CERTIFICATE OF INCORPORATION. This Agreement of Merger shall constitute the Certificate of Incorporation of the Surviving Corporation

from and after the effective date of the merger. The Surviving Corporation hereby reserves the right to amend, alter, change, or repeal any provision contained in its Certificate of Incorporation in the manner now or hereafter prescribed by the laws of the State of Idaho and all rights conferred on stockholders therein are subject to this reservation.

16. SERVICES OF PROCESS. In the event the merger herein proposed shall become effective, the Surviving Corporation agrees that it may be served with process in the State of Idaho in any proceeding for enforcement of any obligations of SHERRER and shall appoint G. Lance Salladay, 222 North 13th Street, Boise, ID 83702 as its agent to accept services of process in an action for the enforcement of payment of any such obligation.

In Witness whereof SHERRER INSURANCE AGENCY, INC., has caused this Agreement of Merger to be signed in its corporate name by its President and its corporate seal to be hereunto affixed and attested by its Secretary; and a majority of the directors of SHERRER hereunto set their hands under their corporate seals, attested by its Secretary, and a majority of the directors of THE INSURANCE GROUP, INC., have hereunto set their hands under its corporate seal, attested by its Assistant Secretary, all as of the date and year first above written.

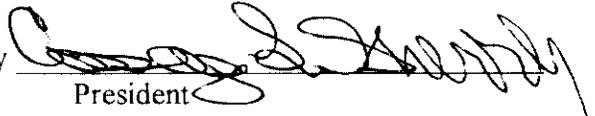
17. In the event any shareholder should marry and sues or is sued for divorce, that shareholder agrees that it is the intention of all shareholders hereto that domestic disturbances are not to interfere with the ongoing business of the company nor force the

Corporation into debt for the purpose of purchasing the Corporation. To that end the shareholders agree that in the event any shareholder is involved in a divorce, that shareholders non-corporate assets shall be adjusted in such a manner that the Corporation shall continue with no additional debt or interference of any kind.

No individual, person, or martial community may pledge or in any way encumber the Corporation. The Corporation assets shall not be liable for individual non-Corporate related debts and the individual assets of one shareholder shall not be liable for the debts or obligations of another shareholder.

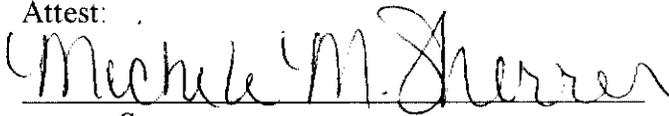
This agreement shall be binding upon the shareholders, their heirs, assigns, future spouses or personal representatives.

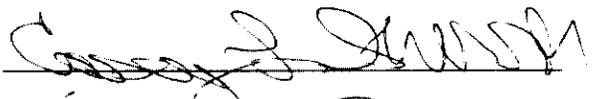
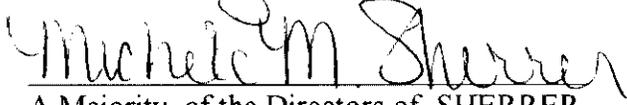
SHERRER INSURANCE AGENCY, INC.

by 
President

Corporate Seal

Attest:


Secretary



A Majority of the Directors of SHERRER
INSURANCE AGENCY, INC.

THE INSURANCE GROUP, INC.

by *Dennis K. Holmer*
President

Corporate Seal
Attest:

Lacey Mitchell
Secretary

Walter Mills

Dennis K. Holmer

[Signature]

David Matine
A majority of the Directors of THE
INSURANCE GROUP, INC.

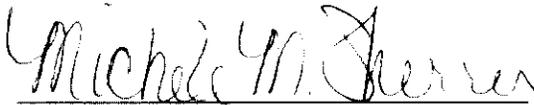
Certificate of Secretary
of
SHERRER INSURANCE AGENCY, INC.

I, MICHELE M. SHERRER, of the City of Emmett, Idaho, County of Gem, State of Idaho, hereby certify that I am the Secretary of SHERRER INSURANCE AGENCY, INC., a corporation incorporated under the laws of the State of Idaho, having its principal office at 112 East 6th Street, Emmett, Idaho 83617; that a meeting of the shareholders of the capital stock of that corporation separately called for held at the principal office thereof on the 15 day of December 1998, at which meeting a majority of the voting power of the corporation was present in person or represent by proxy, the foregoing Agreement of Merger was adopted by the vote of shareholders representing at least a majority of the voting power of the corporation.

I further certify that such meeting was duly and legally called and notified in accordance with the provisions of the laws of the State of Idaho and that the action proposed to be taken at such meeting was specified in the Notice of the meeting.

Dated: 15th day of December 1998.

Corporate Seal


MICHELE M. SHERRER

Certificate of Secretary
of
The Insurance Group, Inc.

I, Darcy Mitchell, Secretary of THE INSURANCE GROUP, INC., a corporation hereby certify that the Agreement of Merger on which this certificate is made, after first being signed by a majority of the directors of THE INSURANCE GROUP, INC., by the President of SHERRER INSURANCE AGENCY, INC., under the respective corporate seals of such corporations, was duly submitted to the shareholders of THE INSURANCE GROUP, INC., at a special meeting thereof duly called separately for the purpose of considering such Agreement of Merger, in accordance with the laws of the State of Idaho applicable thereto; and that at such meeting such Agreement of Merger was considered and a vote by ballot, in person or by proxy, taken for the adoption or rejection of the same, each share entitled the holder thereof to one vote; and that the votes of shareholders of THE INSURANCE GROUP, INC., representing more than two-thirds of the total number of shares of its issued and outstanding capital stock were for the adoption of such Agreement of Merger.

Witness my hand the seal of THE INSURANCE GROUP, INC.,

THIS _____ DAY OF _____, 1998.

Corporate Seal

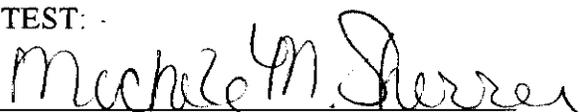

DARCY MITCHELL, Secretary

SHERRER INSURANCE AGENCY, INC., has caused the foregoing Agreement of Merger, adopted and certified as above, to be signed by its President and Secretary under its corporate seal this _____ day of _____, 1998.

SHERRER INSURANCE AGENCY, INC.

by 
President

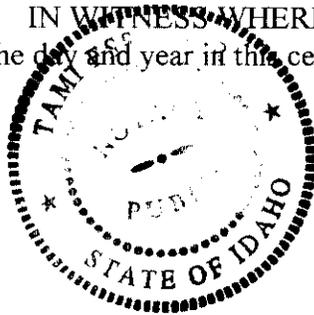
ATTEST:

by 
Secretary

STATE OF IDAHO)
 : ss
County of Payette)

On this 1st day of January, 1999, before me, the undersigned, a Notary Public in and for said state, personally appeared CASEY L SHERRER, known to me to be the President of SHERRER INSURANCE AGENCY, INC. the Corporation that executed the foregoing Agreement of Merger or the said persons who executed the said Agreement of Merger on behalf of said Corporation, and acknowledged to me that such Corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal on the day and year in this certificate first above written



Tami Essinger
Notary Public of Idaho
Residing at Fruitland, Idaho
My Comm. Expires: 7/2/03

STATE OF IDAHO)
 : ss
County of Payette)

On this 1st day of January, 1999, before me, the undersigned, a Notary Public in and for said state, personally appeared MICHELE M. SHERRER, known to me to be the Secretary of SHERRER INSURANCE AGENCY, INC. the Corporation that executed the foregoing Agreement of Merger or the said persons who executed the said Agreement of Merger on behalf of said Corporation, and acknowledged to me that such Corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal on the day and year in this certificate first above written.

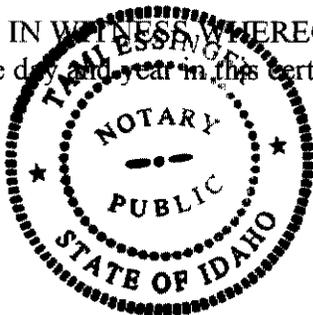


Tami Essinger
Notary Public of Idaho
Residing at Fruitland, Idaho
My Comm. Expires 7/2/03

STATE OF IDAHO)
 : ss
County of Payette)

On this 1st day of January, 1999, before me, the undersigned, a Notary Public in and for said state, personally appeared DENNIS K. HOLMES, known to me to be the President of THE INSURANCE GROUP, INC., the Corporation that executed the foregoing Agreement of Merger or the said persons who executed the said Agreement of Merger on behalf of said Corporation, and acknowledged to me that such Corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal on the day and year in this certificate first above written.

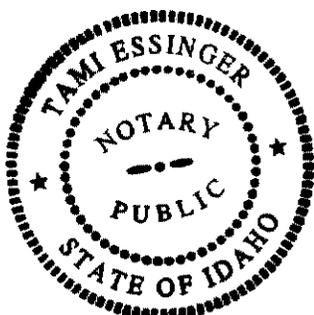


Tami Essinger
Notary Public of Idaho
Residing at Fruitland, Idaho
My Comm. Expires 7/2/03

STATE OF IDAHO)
 : ss
County of Payette)

On this 1st day of January, 1999, before me, the undersigned, a Notary Public in and for said state, personally appeared DARCY MITCHELL, known to me to be the Secretary of THE INSURANCE GROUP, INC. the Corporation that executed the foregoing Agreement of Merger or the said persons who executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal on the day and year in this certificate first above written.



Tami Essinger
Notary Public for Idaho
Residing at: Fruitland, Idaho
My comm. Expires 7/2/03