

**FILED EFFECTIVE**

2003 APR 21 PM 2:17  
SECRETARY OF STATE  
STATE OF IDAHO

ARTICLES OF MERGER

OF

NEIGHBORHOOD MORTGAGE & LOAN INFORMATION CENTER L.L.C.,  
AN IDAHO LIMITED LIABILITY COMPANY

INTO

NEIGHBORHOOD MORTGAGE, INC.,  
AN IDAHO CORPORATION

Pursuant to the provisions of sections 30-1-1101, 30-1-1103 and 30-1-1105 of the Idaho Business Corporation Act and sections 53-661, 53-662 and 53-663 of the Idaho Limited Liability Company Act, Neighborhood Mortgage, Inc., an Idaho corporation (the "Corporation") and Neighborhood Mortgage & Loan Information Center L.L.C., an Idaho limited liability company (the "LLC") hereby adopt the following Articles of Merger for the purpose of merging the LLC into the Corporation:

FIRST: The Agreement and Plan of Merger attached hereto as Exhibit A (the "Agreement and Plan of Merger") was approved by the shareholders of the Corporation in the manner prescribed by the Idaho Business Corporation Act and by the members of the LLC in the manner prescribed by the Idaho Limited Liability Company Act. The Agreement and Plan of Merger has been executed by the Corporation and the LLC.

SECOND: The Corporation has 1,000 shares issued and outstanding and entitled to vote on the Agreement and Plan of Merger. All 1,000 shares were voted for the Agreement and Plan of Merger. Zero shares were voted against the Agreement and Plan of Merger.

THIRD: The LLC has two members who own 100% of the ownership and voting interests. Both members voted for the Agreement and Plan of Merger. No member voted against the Agreement and Plan of Merger.

FOURTH: The merger of the LLC into the Corporation, with the Corporation as the surviving corporation (the "Surviving Corporation"), shall become effective upon the effective date of the filing of these Articles of Merger with the Secretary of State of the State of Idaho.

FIFTH: The name of the Surviving Corporation is Neighborhood Mortgage, Inc.

IDAHO SECRETARY OF STATE  
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SIXTH: The Agreement and Plan of Merger is on file at the place of business of the Surviving Corporation, which currently is located at 703 John Adams Parkway, Idaho Falls, Idaho 83401.

SEVENTH: A copy of the Agreement and Plan of Merger will be furnished, on request and without cost, to any person holding an interest in either the Corporation or the LLC.

DATED this 16th day of April, 2003.

Neighborhood Mortgage, Inc.

Neighborhood Mortgage & Loan  
Information Center L.L.C.

By *Gary O. Rogers*  
Gary O. Rogers, President

By *Gary Owen Rogers*  
Gary Owen Rogers, Member

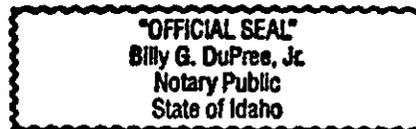
By *Peggy Rogers*  
Peggy Rogers, Secretary

By *Peggy Rogers*  
Peggy Rogers, Member

STATE OF IDAHO     )  
                                  :SS  
County of Madison    )

On this 16th day of April, in the year 2003, before me, a Notary Public, personally appeared Gary O. Rogers and Peggy Rogers, known or identified to me (or proved to me on the oath of \_\_\_\_\_), to be the President and Secretary, respectfully, of the corporation that executed this instrument or the persons who executed this instrument on behalf of said corporation, and acknowledged to me that such corporation executed the same.

*Billy G. DuPres, Jr.*  
Notary Public for Idaho  
Residing at: Rexburg, Idaho  
My Commission Expires: 12/04/04



STATE OF IDAHO     )  
                                  :SS  
County of Madison    )

On this 16th day of April, in the year 2003, before me, a Notary Public, personally appeared Gary Owen Rogers and Peggy Rogers, known or identified to me (or proved to me on the oath of \_\_\_\_\_), to be the members of the limited liability company that executed this instrument or the persons who executed this instrument on behalf of said limited liability company, and acknowledged to me that such limited liability company executed the same.

*Billy G. DuPree, Jr.*  
\_\_\_\_\_  
Notary Public for Idaho  
Residing at: Rexburg, Idaho  
My Commission Expires: 12/04/04



## EXHIBIT A

### AGREEMENT AND PLAN OF MERGER

This Agreement and Plan of Merger is entered into as of the 16<sup>th</sup> day of April, 2003, by and between NEIGHBORHOOD MORTGAGE, INC., an Idaho corporation (the "Corporation"), and NEIGHBORHOOD MORTGAGE & LOAN INFORMATION CENTER L.L.C., an Idaho limited liability company (the "LLC").

WHEREAS, each of the Corporation and the LLC, in consideration of the mutual agreements set forth herein, deems it advisable and generally to the welfare of its shareholders or sole member, as the case may be, that the LLC be merged with and into the Corporation which shall be the surviving entity;

NOW, THEREFORE, in consideration of the mutual covenants, agreements and provisions hereinafter contained, the parties agree as follows:

#### SECTION 1

##### Constituent Entities and Surviving Corporation

The names of the constituent entities (hereinafter, the "Constituent Entities") are "Neighborhood Mortgage, Inc.," an Idaho corporation, and "Neighborhood Mortgage & Loan Information Center L.L.C.," an Idaho limited liability company. The name of the surviving corporation will be "Neighborhood Mortgage, Inc." (the "Surviving Corporation").

#### SECTION 2

##### Terms

2.1 On the Effective Date, as defined below, the LLC will be merged with and into the Corporation, with the Corporation as the Surviving Corporation (the "Merger"). Upon the Merger, Neighborhood Mortgage & Loan Information Center L.L.C. will cease to exist.

2.2 Upon the Merger, (i) the 50% ownership interest of Gary Owen Rogers in the LLC, by virtue of the Merger and without any act on his part, will be converted into five hundred (500) shares of the Surviving Corporation and (ii) the 50% ownership interest of Peggy Rogers in the LLC, by virtue of the Merger and without any act on her part, will be converted into five hundred (500) shares of the Surviving Corporation.

2.3 The shares of common stock of the Corporation issued and outstanding at the time of the Merger shall not be affected by the Merger and will continue to remain issued and outstanding.

SECTION 3  
Effective Date

This Agreement shall be submitted to the shareholders of the Corporation entitled to vote thereon and the members of the LLC entitled to vote thereon, as provided by the laws of the State of Idaho. If this Agreement is duly adopted by the requisite votes of the shareholders of the Corporation and the members of the LLC, and is not terminated as permitted by Section 5, Articles of Merger, executed in accordance with the laws of the State of Idaho, shall be filed with the Secretary of State of the State of Idaho. The Merger shall become effective on the effective date of filing of the Articles of Merger with the Secretary of State of Idaho (herein sometimes referred to as the "Effective Date").

SECTION 4  
Articles of Incorporation, Bylaws, Officers and Directors

4.1 The Articles of Incorporation of the Corporation were filed with the Secretary of State of the State of Idaho on March 10, 2003.

4.2 The Articles of Incorporation of the Corporation, as in effect on the Effective Date, shall be and remain the Articles of Incorporation of the Surviving Corporation unless and until further amended.

4.3 The Bylaws of the Corporation, as in effect on the Effective Date, shall be and remain the Bylaws of the Surviving Corporation unless and until further amended.

4.4 The offices and directors of the Corporation in office on the Effective Date shall be, become and remain in the same capacities the officers and directors of the Surviving Corporation until their successors are duly elected and qualified.

SECTION 5  
Authorization, Amendment and Termination

5.1 This Agreement is to be authorized on behalf of the Corporation by its sole director and all its shareholders.

5.2 This Agreement is to be authorized on behalf of the LLC by all its members.

5.3 At any time prior to the filing of Articles of Merger with the Secretary of State of the State of Idaho, this Agreement may be amended by the sole director of the Corporation and the members of the LLC to the extent permitted by applicable law, notwithstanding favorable action on the Merger by the Corporation's shareholders.

5.4 At any time prior to the filing of Articles of Merger with the Secretary of State of the State of Idaho, this Agreement may be terminated and abandoned by the sole director of the Corporation and the members of the LLC, notwithstanding favorable action on the Merger by the Corporation's shareholders.

SECTION 6  
Assumption of Rights and Obligations

Upon the Merger, the Surviving Corporation shall own and be vested in title to all of the properties, rights, privileges, powers, franchises and interests, and shall assume and be responsible for all of the duties, liabilities and obligations, of each of the Corporation and the LLC.

SECTION 7  
Miscellaneous

To the extent permitted by law, this Agreement may be amended by an agreement in writing signed on behalf of both Constituent Entities at any time prior to the Effective Date.

IN WITNESS WHEREOF, each of Constituent Entities has caused this Agreement to be executed as of the date first above written.

Neighborhood Mortgage, Inc.

Neighborhood Mortgage & Loan  
Information Center L.L.C.

By *Gary O. Rogers*  
Gary O. Rogers, President

By *Gary Owen Rogers*  
Gary Owen Rogers, Member

ATTEST *Peggy Rogers*  
Peggy Rogers, Secretary

By *Peggy Rogers*  
Peggy Rogers, Member