

ARTICLES OF MERGER OF ART UNLIMITED, INC.
WITH AND INTO CASTLE JEWELRY and TITLE LOANS, INC.

The undersigned domestic Corporations do hereby execute the following Articles of Merger pursuant to Title 30 Chapter 1 Section 74 of the Idaho Business Corporation Act for the purpose of merging ART UNLIMITED, INC., an Idaho Corporation, with and into CASTLE JEWELRY and TITLE LOANS, INC., an Idaho Corporation.

1. The name of each of the undersigned corporations and the state in which each is incorporated are as follows:

<u>Name of Corporation</u>	<u>State of Incorporation</u>
ART UNLIMITED, INC.	IDAHO
CASTLE JEWELRY and TITLE LOANS, INC.	IDAHO

2. The name which the Surviving Corporation is to have after the merger will be "CASTLE JEWELRY and TITLE LOANS, INC."

3. This merger is permitted under the laws of the State of Idaho. ART UNLIMITED, INC. and CASTLE JEWELRY and TITLE LOANS, INC. have complied with the applicable provisions of the laws of the State of Idaho.

4. The AGREEMENT AND PLAN OF MERGER OF ART UNLIMITED, INC. AND CASTLE JEWELRY and TITLE LOANS, INC. (the "AGREEMENT AND PLAN OF MERGER") is set forth in Exhibit A attached hereto and incorporated herein by reference.

5. The Board of Directors of CASTLE JEWELRY and TITLE LOANS, INC., the Surviving Corporation in the merger, approved and adopted the AGREEMENT AND PLAN OF MERGER by written consent on February 27, 1999, and directed that such document be submitted to a vote of its shareholders. The Board of Directors of ART UNLIMITED, INC. approved and adopted the AGREEMENT AND PLAN OF MERGER by written consent on February 27, 1999, and directed that such document be submitted to a vote of its shareholders. The shareholders of CASTLE JEWELRY and TITLE LOANS, INC. and ART UNLIMITED, INC., respectively, duly approved and adopted the AGREEMENT AND PLAN OF MERGER by written consent on February 27, 1999, in the manner prescribed by law.

6. The number of shares outstanding and the number of shares of each Corporation entitled to vote on the AGREEMENT AND PLAN OF MERGER were as follows:

ARTICLES OF MERGER

IDAHO SECRETARY OF STATE

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STATE OF IDAHO

FILED

<u>Name of Corporation</u>	<u>Number of Shares Outstanding</u>	<u>Number of Shares Entitled to Vote</u>
ART UNLIMITED, INC.	1000 shares of \$1 par value common stock	1000
CASTLE JEWELRY and TITLE LOANS, INC.	1000 shares of \$1 par value common stock	1000

There were no shares of ART UNLIMITED, INC. or CASTLE JEWELRY and TITLE LOANS, INC. entitled to vote as a class.

7. The number of shares voted for and against the approval and adoption of the AGREEMENT AND PLAN OF MERGER were as follows:

<u>Name of Corporation</u>	<u>Total Shares Voted For</u>	<u>Total Shares Voted Against</u>
ART UNLIMITED, INC.	1000 shares of common stock	None
CASTLE JEWELRY and TITLE LOANS, INC.	1000 shares of common stock	None

8. The Articles of Incorporation of ART UNLIMITED, INC. will be amended in conjunction with the merger to reflect the new name of the Surviving Corporation, to wit: CASTLE JEWELRY and TITLE LOANS, INC.

9. These ARTICLES OF MERGER, and the AGREEMENT AND PLAN OF MERGER incorporated herein by reference, shall be effective upon issuance of a Certificate of Merger by the Secretary of the State, pursuant to the Idaho Business Corporation Act, and the merger therein contemplated shall be deemed to be completed and consummated at said time.

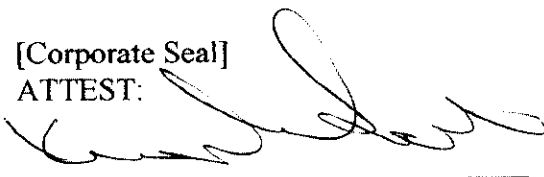
IN WITNESS WHEREOF, these ARTICLES OF MERGER have been signed by the President and Secretary of CASTLE JEWELRY and TITLE LOANS, INC. and by the President and

Secretary of ART UNLIMITED, INC. each thereunto duly authorized, as of the 27th day of February, 1999.

CASTLE JEWELRY and TITLE LOANS, INC.

By: 
KANDIS SCOTT, President

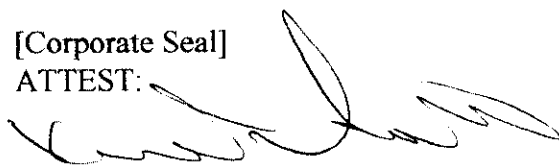
[Corporate Seal]
ATTEST:


Secretary
February 27, 1999

ART UNLIMITED, INC.

By: 
KANDIS SCOTT, President

[Corporate Seal]
ATTEST:


Secretary
February 27, 1999

AGREEMENT AND PLAN OF MERGER OF
ART UNLIMITED, INC.
WITH AND INTO CASTLE JEWELRY and TITLE LOANS, INC.

THIS AGREEMENT AND PLAN OF MERGER is made and entered into as of February 27, 1999, by and between ART UNLIMITED, INC., a Corporation organized and existing under the laws of the State of Idaho (ART UNLIMITED, INC. being hereinafter sometimes referred to as the "Merging Corporation") and CASTLE JEWELRY and TITLE LOANS, INC., a Corporation organized and existing under the laws of the State of Idaho (CASTLE JEWELRY and TITLE LOANS, INC. being hereinafter sometimes referred to as the "Surviving Corporation"), said two Corporations being hereinafter sometimes referred to collectively as the "Constituent Corporations";

WHEREAS, the Board of Directors and Shareholders of each of the Constituent Corporations deem it advisable and in the best interests of the Constituent Corporations that ART UNLIMITED, INC. be merged with and into CASTLE JEWELRY and TITLE LOANS, INC., with CASTLE JEWELRY and TITLE LOANS, INC. being the Surviving Corporation, under and pursuant to the laws of the State of Idaho and on the terms and conditions set forth herein;

NOW THEREFORE, the parties hereto agree as follows.

ARTICLE I

MERGER

1.1 ART UNLIMITED, INC. shall be merged with and into CASTLE JEWELRY and TITLE LOANS, INC. in accordance with the laws of the State of Idaho. The separate corporate existence of ART UNLIMITED, INC. shall thereby cease, and CASTLE JEWELRY and TITLE LOANS, INC. shall be the Surviving Corporation.

1.2 On the Effective Time (as defined in Section 2.1 below), the separate existence of the Merging Corporation shall cease. Except as herein otherwise specifically set forth, from and after the Effective Time the Surviving Corporation shall possess all of the rights, privileges, immunities and franchises, to the extent consistent with its Articles of Incorporation, of the Constituent Corporations. All the rights, privileges, powers and franchises of the Merging Corporation, of a public as well as of a private nature, and all property, real, personal and mixed of the Merging Corporation, and all debts due on whatever account to it, including all choses in action and all and every other interest of or belonging to it, shall be taken by and deemed to be transferred to and vested in the Surviving Corporation without further act or deed; and all such property, rights, privileges, immunities and franchises, of a public as well as of a private nature, and all and every other interest of the Merging Corporation shall be thereafter as effectually the property of the property of the Surviving Corporation as they were of the Merging Corporation.

1.3 From and after the Effective Time, the Surviving Corporation shall be subject to all the duties and liabilities of a corporation organized under the Idaho Business Corporation Act and shall be liable and responsible for all the liabilities and obligations of the Constituent Corporations. The rights of the creditors of the Constituent Corporations, or of any person dealing with such corporations, or any liens upon the property of such corporations, shall not be impaired by this merger, and any claim existing or action or proceeding pending by or against either of such corporations may be prosecuted to judgment as if this merger had not taken place, or the Surviving Corporation may be proceeded against or substituted in place of the Merging Corporation. Except as otherwise specifically provided, to the contrary herein, the identity, existence, purposes, powers, franchises, rights immunities and liabilities of the Surviving Corporation shall continue unaffected and unimpaired by the merger.

ARTICLE II

TERMS AND CONDITIONS OF THE MERGER

The terms and conditions of the merger shall be as follows:

2.1 The merger shall become effective upon the issuance of a Certificate of Merger by the Secretary of State, pursuant to Title 30 Chapter 1 of the Idaho Business Corporation Act. The time and date of such effectiveness is referred to in this Agreement as the "Effective Time".

2.2 Prior to the Effective Time, the Constituent Corporations shall take all such action as shall be necessary or appropriate in order to effect the merger. If at any time after the Effective Time, the Surviving Corporation shall determine that any further conveyance, assignment or other documents or any further action is necessary or desirable in order to vest in, or confirm to, the Surviving Corporation full title to all of the property, assets, rights, privileges and franchises of the Constituent Corporations, or either of them, the officers and directors of the Constituent Corporations shall execute and deliver all such instruments and take all such further actions as the Surviving Corporation may determine to be necessary or desirable in order to vest in and confirm to the Surviving Corporation title to and possession of all such property, assets, rights, privileges, immunities and franchises, and otherwise to carry out the purposes of this Agreement and Plan.

ARTICLE III

ARTICLES OF INCORPORATION AND BYLAWS; DIRECTORS AND OFFICERS

3.1 The Articles of Incorporation, as in effect immediately prior to the Effective Time, shall, after the merger, continue to be the Articles of Incorporation of the Surviving Corporation until duly amended in accordance with law, and no change to such Articles of Incorporation shall be effected by the merger.

3.2 The Bylaws of CASTLE JEWELRY and TITLE LOANS, INC., as in effect

immediately prior to the Effective Time, shall, after the merger, continue to be the Bylaws of the Surviving Corporation until duly amended in accordance with law, and no change to such Bylaws shall be effected by the merger.

3.3 The persons who are the Directors and officers of CASTLE JEWELRY and TITLE LOANS, INC., immediately prior to the Effective Time shall, after the merger, continue as the Directors and officers of the Surviving Corporation without change, to serve, subject to the provisions of the Bylaws of the Surviving Corporation, until their successors have been duly elected and qualified in accordance with the laws of the State of Idaho and the Articles of Incorporation and Bylaws of the Surviving Corporation.

ARTICLE IV

CONVERSION OF SHARES

4.1 The Surviving Corporation presently has issued an outstanding one thousand (1000) shares of \$1 par value common stock, which shares of common stock are the only outstanding shares of the Surviving Corporation.

4.2 The Merging Corporation presently has issued an outstanding one thousand (1000) shares of \$1 par value common stock.

4.3 At the Effective Time, each holder of an outstanding certificate or certificates theretofore representing shares of ART UNLIMITED, INC. stock may, but shall not be required to, surrender the same to the Surviving Corporation for cancellation or transfer, and each such holder or transferee will be entitled to receive certificates representing, respectively, one (1) share of CASTLE JEWELRY and TITLE LOANS, INC. stock for every one (1) share of ART UNLIMITED, INC. stock previously represented by the stock certificates surrendered. Until so surrendered or presented for transfer, each outstanding certificate which prior to the Effective Time represented ART UNLIMITED, INC. stock, respectively, shall be deemed and treated for all corporate purposes to represent the ownership of one (1) share of CASTLE JEWELRY and TITLE LOANS, INC. stock. No other cash, shares, securities or obligations will be distributed or issued upon conversion of ART UNLIMITED, INC. stock.

ARTICLE V

MISCELLANEOUS

5.1 Notwithstanding anything herein to the contrary, the Board of Directors of either of the Constituent Corporations may, in their sole discretion and at any time prior to the filing with the Secretary of State of Idaho of the necessary Articles of Merger giving effect to the merger, by resolution duly adopted, abandon the merger if it shall deem such action necessary, desirable and in the best interests of the respective Constituent Corporation. In the event of such determination and the abandonment of this Agreement and Plan pursuant to the provisions of this Paragraph 5.1,

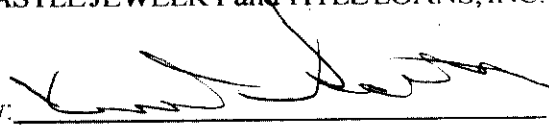
the same shall become null and void and shall have no further effect. Such termination shall not give rise to any liability on the part of either of the Constituent Corporations or its Directors, officers or shareholders in respect of this Agreement and Plan.

5.2 The Shareholders of ART UNLIMITED, INC. and CASTLE JEWELRY and TITLE LOANS, INC. dissenting to the Agreement and Plan shall be entitled, pursuant to Title 30 Chapter 1 Section 81 of the Idaho Business Corporation Act, to be paid the fair value of their shares upon compliance with such statutory sections.

5.3 This Agreement and Plan embodies the entire agreement between the parties hereto and there are no agreements, understandings, restrictions or warranties between the parties hereto other than those set forth herein or herein provided for.

IN WITNESS WHEREOF, this Agreement and Plan has been signed by the duly authorized officers of the Constituent Corporations pursuant to the authorization by the Board of Directors and Shareholders of the Constituent Corporations, all as of the day and year first above written.

CASTLEJEWELRY and TITLE LOANS, INC.

By: 

KANDIS SCOTT, President

[Corporate Seal]

ATTEST:



KANDIS SCOTT, Secretary
February 27, 1999

Date

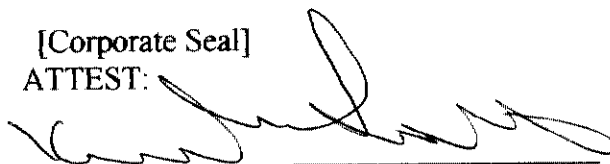
ART UNLIMITED, INC.

By: 

KANDIS SCOTT, President

[Corporate Seal]

ATTEST:



KANDIS SCOTT, Secretary
February 27, 1999

Date