



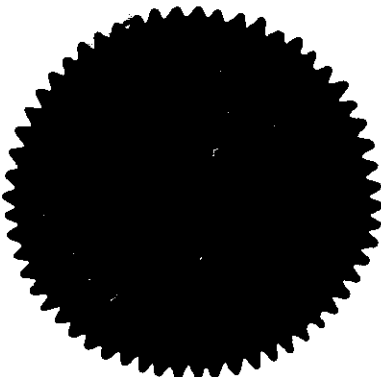
State of DELAWARE



Office of SECRETARY OF STATE

I, Robert H. Reed, Secretary of State of the State of Delaware, do hereby certify that the above and foregoing is a true and correct copy of
 Certificate of Agreement of Merger of the "CCH SUBSIDIARY CORP.", merging with and
 into the "C T CORPORATION SYSTEM", under the name of "C T CORPORATION SYSTEM", as
 received and filed in this office the thirtieth day of November, A.D. 1976, at
 12:45 o'clock P.M.

In Testimony Whereof, *I have hereunto set my hand*
and official seal at Dover this _____ *thirtieth* _____ *day*
of _____ *November* _____ *in the year of our Lord*
one thousand nine hundred and _____ *seventy-six.*



Robert H. Reed

Secretary of State

Grover A. Biddle Assistant Secretary of State

AGREEMENT OF MERGER
MERGING
CCH SUBSIDIARY CORP.
INTO
C T CORPORATION SYSTEM

AGREEMENT OF MERGER, dated November 3, 1976 by and between C T CORPORATION SYSTEM, a Delaware corporation (hereinafter called "C T" or "SURVIVING CORPORATION"), and CCH SUBSIDIARY CORP., a Delaware corporation (hereinafter called "SUBSIDIARY"), C T and SUBSIDIARY being hereinafter called "CONSTITUENT CORPORATIONS", and COMMERCE CLEARING HOUSE, INC., a Delaware corporation (hereinafter called "CCH"), which is joining as a Third Party but is not a CONSTITUENT CORPORATION.

WHEREAS, the authorized capital of C T consists of 1,200,000 shares of Capital Stock of the par value of \$1.00 per share, of which 976,120 shares are issued and outstanding and 33,800 shares are held in its treasury; and

WHEREAS, the authorized capital of SUBSIDIARY consists of 1,000 shares of Common Stock of the par value of \$1.00 per share, all of which are issued and outstanding and owned by CCH; and

WHEREAS, the authorized capital of CCH consists of 12,000,000 shares of Common Stock of the par value of \$1.00 per share, of which 11,007,336 shares are issued and outstanding, including 5,520,906 shares which are owned of record by C T; and

WHEREAS, a meeting of the stockholders of CCH will be convened to increase the authorized capital to 20,000,000 shares of Common Stock and to approve this Agreement of Merger; and

WHEREAS, the respective Boards of Directors of C T, SUBSIDIARY and CCH have determined that it is advisable that SUBSIDIARY be merged into C T on the terms and conditions hereinafter set forth and pursuant to the applicable statutes of the State of Delaware; and each such Board has, by resolution duly adopted, approved and authorized the execution and delivery of this Agreement of Merger; and

WHEREAS, the Board of Directors of C T has directed that this Agreement of Merger be submitted to its stockholders for the purpose of acting thereon at a special meeting to be called for that purpose; and

WHEREAS, the Board of Directors of SUBSIDIARY has approved this Agreement of Merger and its sole stockholder, CCH, will, subject to the approval of this Agreement of Merger by the stockholders of CCH, adopt it by written consent.

NOW, THEREFORE, in consideration of the premises and of the mutual agreements herein contained, the parties hereto agree that upon the merger becoming effective:

1. SUBSIDIARY and C T shall merge into a single corporation, the SURVIVING CORPORATION, which shall be C T, and the separate existence of SUBSIDIARY shall thereupon cease and SUBSIDIARY and CT shall become a single corporation under the name of C T CORPORATION SYSTEM, which shall be governed by the laws of the State of Delaware.

2. All and singular the rights, privileges, powers and franchises, as well of a public as of a private nature, and all the property, real, personal and mixed, of each of the CONSTITUENT CORPORATIONS, and all debts due to either of them on whatever account, including subscriptions to shares and all other things in action, or belonging to either of them, shall be vested in and possessed by the SURVIVING CORPORATION, subject to all the restrictions, disabilities and duties of each of the CONSTITUENT CORPORATIONS; and all property, rights, privileges, powers and franchises and all and every other interest shall be thereafter as effectively the property of the SURVIVING CORPORATION as they were of the CONSTITUENT CORPORATIONS, and the title to any real estate vested by deed or otherwise in either of the CONSTITUENT CORPORATIONS shall not revert or be in any way impaired by reason of the merger; provided, however, that all rights of creditors and all liens upon any property of either of the CONSTITUENT CORPORATIONS shall be preserved unimpaired, except as may otherwise be modified with the consent of such creditors, and all debts, liabilities and duties of the respective CONSTITUENT CORPORATIONS shall thenceforth attach to the SURVIVING CORPORATION and may be enforced against it to the same extent as if said debts, liabilities, restrictions and duties had been incurred or contracted by it.

3. The Certificate of Incorporation, as amended, of C T in effect immediately prior to the effective time of the merger shall be the Certificate of Incorporation of the

SURVIVING CORPORATION after such time, until further amended as provided by law, except that Article Fourth thereof is hereby amended as of the effective time of the merger to read in its entirety as follows:

"FOURTH: The total number of shares which the corporation shall have authority to issue is one thousand (1,000), all of which shall be Common Stock of the par value of one dollar (\$1) each."

4. The By-Laws of C T in effect immediately prior to the effective time of the merger shall be the By-Laws of the SURVIVING CORPORATION after such time, until amended as therein provided.

5. The directors and officers of C T in office at the effective time of the merger shall be the directors and officers of the SURVIVING CORPORATION, who shall hold office from the effective time of the merger until their respective successors are duly elected or appointed and qualified in the manner provided in the By-Laws of the SURVIVING CORPORATION, or as otherwise provided by law.

6. (a) Each share of C T Capital Stock issued and outstanding at the effective time of the merger (excluding the shares of C T Capital Stock held in its treasury, which shares shall cease to exist and be cancelled, and excluding shares of C T Capital Stock held by those stockholders of C T who perfect their rights to an appraisal under Section 262 of the General Corporation Law of Delaware) shall, subject to the provisions of paragraphs (7) and (9) hereof, by virtue of the merger and at the effective time of the merger be exchanged into and become 7.2 shares of CCH Common Stock.

(b) Each share of Common Stock of CCH SUBSIDIARY then issued and outstanding shall, at the effective time of the merger, by virtue of the merger and without any action on the part of the holder thereof, forthwith be converted into one share of the newly authorized Common Stock of the SURVIVING CORPORATION.

(c) The shares of Capital Stock of C T, including those shares in its treasury issued prior to the effective time of the merger shall be cancelled as of the effective time of the merger.

7. After the effective time of the merger, each holder of an outstanding certificate or certificates which prior thereto represented shares of C T Capital Stock shall surrender the same to the SURVIVING CORPORATION and such holder shall be entitled upon such surrender to receive in exchange therefor certificates representing the number of whole shares of CCH Common Stock into which the shares theretofore represented by the certificate or certificates so surrendered shall have been exchanged. Until so surrendered, each such outstanding certificate which prior to the effective time of the merger represented shares of C T Capital Stock shall be deemed for all corporate purposes, subject to the other provisions of this Agreement, to evidence the ownership of the number of shares of CCH Common Stock into which such shares of C T Capital Stock has been so exchanged. No cash or stock dividend payable, and no certificate representing split shares deliverable in the event any such split shall be declared, to holders of record of CCH Common Stock as of any date subsequent to the effective time of the merger, shall be paid or delivered to the holder of any certificate which prior to such effective time represented C T Capital Stock unless and until such certificate is surrendered as hereinabove provided, but upon such surrender there shall be paid or delivered to the registered holder of record of the certificate for CCH Common Stock issued in exchange therefor the amount of any such cash dividend, or a certificate for the whole number of shares of CCH Common Stock resulting from any such stock dividends or splits (without interest thereon) which shall have theretofore become payable or deliverable with respect to such CCH Common Stock. The holders of record of CCH Common Stock for which shares of C T Capital Stock have been exchanged, who have not physically surrendered the certificate representing such shares of C T Capital Stock shall not be entitled to exercise any right to vote with respect to such shares until such certificate is surrendered as hereinabove provided. All shares of CCH Common Stock into which shares of C T Capital Stock shall have been exchanged pursuant to this Agreement shall be deemed to have been issued in full satisfaction of all rights pertaining to such exchanged shares. When the merger becomes effective, the holders of certificates representing C T Capital Stock outstanding prior to the effective time of the merger shall cease to have any rights with respect to such stock (except such rights, if any, as they may have to an appraisal) and (except as aforesaid) their sole rights shall be with respect to the CCH Common Stock into which their shares of C T Capital Stock are to be exchanged by the merger.

8. No certificates or scrip representing fractional shares of CCH Common Stock shall be issued upon the surrender for exchange of certificates for shares of C T Capital Stock exchanged into shares of CCH Common Stock pursuant to this Agreement, and no CCH dividend or stock split shall relate to any fractional share, and such fractional share interest will not entitle the owner thereof to vote or to any rights of a stockholder.

9. This Agreement and the merger contemplated hereby may be terminated at any time prior to the effective time of the merger, whether before or after the meeting of the stockholders of C T and before or after the execution of the consent by the sole stockholder of SUBSIDIARY, by the Board of Directors of either C T or SUBSIDIARY in its sole discretion. In the event that this Agreement shall be terminated, all further obligations of C T, SUBSIDIARY and CCH under this Agreement shall terminate without further liability of any party to any other party hereto.

10. At any time prior to the effective time of the merger, the parties hereto may, by written agreement (a) extend the time for the performance of any of the obligations or other acts of the parties hereto and (b) waive compliance with any of the conditions, covenants or agreements contained in this Agreement. At any time prior to the effective time of the merger (notwithstanding any stockholder approval), if authorized by their respective Boards of Directors, the parties hereto may, by written agreement, amend or supplement any of the provisions of this Agreement other than one which under Delaware law requires the approval or consent of the stockholders of either CONSTITUENT CORPORATION; provided, however, that, without the requisite approval of the stockholders of each CONSTITUENT CORPORATION no such agreement shall change the number of shares of CCH Common Stock to be received for each share of CT Capital Stock.

11. The effective time of this merger shall be at the close of business on the date on which this Agreement of Merger shall have been filed with the Secretary of State of Delaware.

IN WITNESS WHEREOF, the parties to this Agreement of Merger pursuant to the approval and authority duly given by resolutions adopted by their respective Boards of Direc-

tors have caused these presents to be executed by the President and attested by the Secretary of each party hereto.

C T CORPORATION SYSTEM

By OAKLEIGH B. THORNE
Oakleigh B. Thorne,
President

ATTEST:

By ALFRED L. DEMPSEY
Alfred L. Dempsey,
Secretary

CCH SUBSIDIARY CORP.

By ROBERT C. BARTLETT
Robert C. Bartlett,
President

ATTEST:

By JOHN L. RANDOLPH
John L. Randolph,
Secretary

COMMERCE CLEARING HOUSE, INC.

By ROBERT C. BARTLETT
Robert C. Bartlett,
President

ATTEST:

By JOHN L. RANDOLPH
John L. Randolph,
Secretary

I, Alfred L. Dempsey, Secretary of C T Corporation System, a Delaware corporation, hereby certify, as such secretary, that the Agreement of Merger to which this certificate is attached, after having been first duly signed on behalf of the said corporation and having been signed on behalf of CCH SUBSIDIARY CORP., a Delaware corporation, and COMMERCE CLEARING HOUSE, INC., a Delaware corporation, was duly submitted to the stockholders of said C T CORPORATION SYSTEM at a special meeting of stockholders called and held separately from the meeting of stockholders of any other corporation after at least 20 days' notice by mail as provided by section 251 of Title 8 of the Delaware Code of 1953 on November 30, 1976, for the purpose of considering and taking action upon the proposed Agreement of Merger; that 976,120 shares of stock of said corporation were on said date issued and outstanding having voting power; that the proposed Agreement of Merger was approved by the stockholders by an affirmative vote representing at least a majority of the outstanding stock of said corporation entitled to vote thereon; and that thereby the Agreement of Merger was at said meeting duly adopted as the act of the stockholders of said C T CORPORATION SYSTEM and the duly adopted Agreement of said corporation.

WITNESS my hand on this 30th day of November, 1976.

ALFRED L. DEMPSEY

Alfred L. Dempsey, Secretary

I, John L. Randolph, Secretary of CCH SUBSIDIARY CORP., a Delaware corporation, hereby certify, as such secretary, that the Agreement of Merger to which this certificate is attached, after having been first duly signed on behalf of the said corporation and having been signed on behalf of C T CORPORATION SYSTEM, a Delaware corporation, and COMMERCE CLEARING HOUSE, INC., a Delaware corporation, was duly adopted pursuant to section 228 of Title 8 of the Delaware Code of 1953, by the unanimous written consent of the stockholder holding 1,000 shares of Common Stock of the corporation, being all of the shares issued and outstanding having voting power, which Agreement of Merger was thereby adopted as the act of the sole stockholder of said CCH SUBSIDIARY CORP., and the duly adopted Agreement and act of said corporation.

WITNESS my hand on this 30th day of November,
1976.

JOHN L. RANDOLPH

John L. Randolph, Secretary

THE ABOVE AGREEMENT OF MERGER, having been executed on behalf of each corporate party thereto, and having been adopted separately by the stockholders of C T CORPORATION SYSTEM and CCH SUBSIDIARY CORP., in accordance with the provisions of the General Corporation Law of the State of Delaware, and that fact having been certified on said Agreement of Merger by the respective Secretaries of C T CORPORATION SYSTEM and CCH SUBSIDIARY CORP., the President of each corporate party thereto does now hereby execute the said Agreement of Merger and the Secretary of each corporate party thereto does now hereby attest the said Agreement of Merger, as the respective act, deed and agreement of each of said corporations, on this 30th day of November, 1976.

C T CORPORATION SYSTEM

OAKLEIGH B. THORNE
Oakleigh B. Thorne, President

ATTEST:

ALFRED L. DEMPSEY
Alfred L. Dempsey, Secretary

CCH SUBSIDIARY CORP.

ROBERT C. BARTLETT
Robert C. Bartlett, President

ATTEST:

JOHN L. RANDOLPH
John L. Randolph, Secretary

COMMERCE CLEARING HOUSE, INC.

ROBERT C. BARTLETT
Robert C. Bartlett, President

ATTEST:

JOHN L. RANDOLPH
John L. Randolph, Secretary