

FILED EFFECTIVE

ARTICLES OF MERGER
of
IDAHO FINANCIAL ASSOCIATES, INC.
with and into
5280 SOLUTIONS LLC

06 DEC 28 PM 12:16

SECRETARY OF STATE
STATE OF IDAHO

Pursuant to Section 30-1-1106 of the Idaho Business Corporation Act (the "Act"), the following Articles of Merger are delivered to the Idaho Secretary of State for filing:

FIRST: The names of the parties to the merger are Idaho Financial Associates, Inc., an Idaho corporation ("IFA"), and 5280 Solutions LLC, a Colorado limited liability company ("5280").

SECOND: Pursuant to the terms and conditions of the Agreement and Plan of Merger dated December 22, 2006 (the "Plan of Merger") between IFA and 5280, which Plan of Merger is attached hereto as Exhibit A and incorporated herein by reference, IFA shall be merged with and into 5280 (the "Merger") and 5280 shall be the surviving entity.

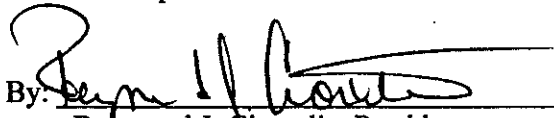
THIRD: The Plan of Merger was duly approved by the sole shareholder of IFA in the manner required by the Act and the articles of incorporation of IFA.

FOURTH: The participation of 5280 in the Merger was duly authorized as required by the organic law of 5280.

FIFTH: The delayed effective time and date of these Articles of Merger shall be at 12:00 midnight Central Standard Time on December 31, 2006.

Dated this 22nd day of December, 2006.

IDAHO FINANCIAL ASSOCIATES, INC.,
an Idaho corporation

By: 
Raymond J. Giarvella, President

5280 SOLUTIONS LLC,
a Colorado limited liability company

By: 
Raymond J. Giarvella, Manager

IDAHO SECRETARY OF STATE
12/28/2006 05:00
CK: NONE CT: 1157 BH: 1022111
1 0 30.00 = 30.00 MERGER # 2
1 0 20.00 = 20.00 EXPEDITE C # 3

C 79470

EXHIBIT A

AGREEMENT AND PLAN OF MERGER

AGREEMENT AND PLAN OF MERGER

THIS AGREEMENT AND PLAN OF MERGER (the "Agreement") is entered into this 22nd day of December, 2006, by and between Idaho Financial Associates, Inc., an Idaho corporation ("IFA"), and 5280 Solutions LLC, a Colorado limited liability company ("5280").

RECITALS

WHEREAS, IFA and 5280 are each a wholly owned subsidiary of National Education Loan Network, Inc., a Nevada corporation ("NELN"), with NELN being the sole shareholder of IFA and the sole member of 5280; and

WHEREAS, pursuant to the provisions of the Idaho Business Corporation Act (the "IBCA"), the Colorado Limited Liability Company Act (the "CLLCA") and the Colorado Corporations and Associations Act (the "CCAA"), the IFA Board of Directors has determined that the merger of IFA with and into 5280 (the "Merger") is in the best interests of IFA, and NELN has approved such Merger on behalf of both IFA and 5280, upon the terms and conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the premises and the agreements set forth herein, and intending to be legally bound hereby, the parties hereto agree as follows:

ARTICLE I

THE MERGER

Section 1.1 Merger of IFA into 5280. Upon the terms set forth in this Agreement, and in accordance with the provisions of the IBCA, the CLLCA and the CCAA, IFA shall be merged with and into 5280 at the Effective Time (as defined in Section 1.2). Following the Merger, the separate corporate existence of IFA shall cease and 5280 shall continue as the surviving entity (the "Surviving Entity") and shall be renamed "Nelnet Technology Services LLC" and shall succeed to and assume all of the rights and obligations of IFA in accordance with the CCAA.

Section 1.2 Effective Time of Merger. Following the execution of this Agreement and the due authorization and approval thereof as required under the IBCA, the CLLCA and the CCAA, the parties shall execute and file articles of merger, a statement of merger and/or other appropriate documents (in any such case, the "Articles/Statement of Merger") in accordance with the relevant provisions of the IBCA, the CLLCA and the CCAA and shall make all other filings or recordings required under the laws of Idaho and Colorado. The Merger shall become effective at 12:00 midnight Central Standard Time on December 31, 2006, which effective time shall correspond to the effective time specified in the Articles/Statement of Merger to be duly filed prior to such effective time with the Idaho Secretary of State and the Colorado Secretary of State (the time the Merger becomes effective being hereinafter referred to as the "Effective Time").

Section 1.3 Effects of the Merger. At and after the Effective Time, the Merger shall have the effects set forth in the IBCA, the CLLCA and the CCAA. Without limiting the generality of the foregoing, and subject thereto, at the Effective Time all of the property, rights, privileges, powers and franchises of IFA shall be vested in the Surviving Entity, and all debts, liabilities, obligations and duties of IFA shall become the debts, liabilities, obligations and duties of the Surviving Entity.

Section 1.4 Amendment to Articles of Organization of Surviving Entity. Promptly after the Effective Time, the articles of organization of the Surviving Entity shall be amended in accordance with the CLLCA to provide that the name of the Surviving Entity shall be "Nelnet Technology Services LLC."

Section 1.5 Operating Agreement of Surviving Entity. The operating agreement of 5280 as in effect at the Effective Time shall be the operating agreement of the Surviving Entity until thereafter changed or amended as provided therein or by applicable law.

ARTICLE II

EFFECT OF THE MERGER ON THE OWNERSHIP INTERESTS OF THE CONSTITUENT ENTITIES; FURTHER ASSURANCES

Section 2.1 Effect on Ownership Interests. At the Effective Time, by virtue of the Merger:

(a) Cancellation of IFA Capital Stock. All issued shares of IFA's common stock, no par value (the "IFA Capital Stock"), shall automatically be canceled and retired without consideration and shall cease to exist, and NELN as the sole holder of the issued shares of IFA Capital Stock shall thereafter cease to have any rights with respect to such shares of IFA Capital Stock.

(b) 5280 Membership Interests to Remain Outstanding. The Merger shall have no effect on the limited liability company membership interests of 5280, which shall remain outstanding and held by NELN as the sole member of 5280.

Section 2.2 Further Assurances. If at any time after the Effective Time, any further assignments or assurances in law or any other things are necessary or desirable to vest or to perfect or confirm of record in the Surviving Entity the title to any property or rights of IFA, or otherwise to carry out the purposes and provisions of this Agreement, the officers and managers of the Surviving Entity are hereby authorized and empowered, in the name of and on behalf of IFA, to execute and deliver any and all things necessary or proper to vest or perfect or confirm title to such property or rights in the Surviving Entity, and otherwise to carry out the purposes and provisions of this Agreement.

ARTICLE III
MISCELLANEOUS

Section 3.1 Counterparts and Delivery of Executed Signature Pages. In order to facilitate the execution of this Agreement, the same may be executed in counterparts and executed signature pages may be delivered by email or fax transmission.

Section 3.2 Assignment. Neither this Agreement nor any right created hereby shall be assignable by IFA or 5280 without the prior written consent of the other party. Nothing in this Agreement, express or implied, is intended to confer upon any person, other than the parties hereto and their respective successors, permitted assigns, administrators, or personal representatives, any rights or remedies under or by reason of this Agreement.

Section 3.3 Entire Agreement. This Agreement and the other documents delivered pursuant hereto constitute the full and entire understanding and agreement between the parties with regard to the subject matter hereof, and no party shall be liable or bound to any other in any manner by any covenants or agreements except as specifically set forth herein. All prior agreements and understandings with regard to the subject matter hereof are superseded by this Agreement.

Section 3.4 Amendment. This Agreement may be amended only by a written instrument signed by both IFA and 5280 and duly approved by NELN as the sole shareholder of IFA and the sole member of 5280.


Section 3.5 Governing Law. This Agreement shall be governed by the laws of the State of Colorado, except that the IBCA shall govern as to matters of corporate law pertaining to IFA.

Section 3.6 Severability. In case any provision of this Agreement shall be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions of this Agreement shall not in any way be affected or impaired thereby.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, this Agreement and Plan of Merger is hereby duly executed by each party hereto as of the date first written above.

IDAHO FINANCIAL ASSOCIATES, INC.,
an Idaho corporation

By: 
Raymond J. Ciavella, President

5280 SOLUTIONS LLC,
a Colorado limited liability company

By: 
Raymond J. Ciavella, Manager

IDAHO FINANCIAL ASSOCIATES, INC.

CONSENT OF SOLE SHAREHOLDER

December 22, 2006

Pursuant to Section 30-1-704 of the Idaho Business Corporation Act, the undersigned, being the sole holder of all of the issued and outstanding shares of common stock, no par value, of Idaho Financial Associates, Inc., an Idaho corporation (the "Corporation"), hereby consents to, adopts and votes in favor of the following resolution:

RESOLVED, that the Agreement and Plan of Merger dated December 22, 2006 (the "Agreement") between the Corporation and 5280 Solutions LLC, a Colorado limited liability company ("5280"), which Agreement is attached as Exhibit A hereto, pursuant to which the Corporation shall be merged with and into 5280, is hereby authorized and approved.

NATIONAL EDUCATION LOAN NETWORK, INC.,
a Nevada corporation

By: Michael S. Dunlap
Michael S. Dunlap, President

Date signed: December 22, 2006

5280 SOLUTIONS LLC

CONSENT OF SOLE MEMBER

December 22, 2006

Pursuant to the Colorado Limited Liability Company Act and Section 6.7 of the Operating Agreement dated November 1, 2005 of 5280 Solutions LLC, a Colorado limited liability company (the "Company"), the undersigned, being the sole member of the Company, hereby consents to, adopts and votes in favor of the following resolution:

RESOLVED, that the Agreement and Plan of Merger dated December 22, 2006 (the "Agreement") between Idaho Financial Associates, Inc., an Idaho corporation ("IFA"), and the Company, which Agreement is attached as Exhibit A hereto, pursuant to which IFA shall be merged with and into the Company, is hereby authorized and approved.

This Consent of Sole Member is dated effective as of December 22, 2006.

**NATIONAL EDUCATION LOAN NETWORK, INC.,
a Nevada corporation**

By: _____


Michael S. Dunlap, President