

FILED EFFECTIVE

**ARTICLES OF MERGER
OF
ECONOMIC MODELING SPECIALISTS, INC.
WITH AND INTO
CC BENEFITS, INC.**

2007 MAR 14 AM 8:38

SECRETARY OF STATE
STATE OF IDAHO

THE UNDERSIGNED CORPORATIONS do hereby execute the following Articles of Merger pursuant to the Idaho Business Corporation Act for the purpose of merging Economic Modeling Specialists, Inc., an Idaho corporation, with and into CC Benefits, Inc., an Idaho corporation.

ARTICLE I

NAMES AND STATE OF INCORPORATION

1.1 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>
Economic Modeling Specialists, Inc.	Idaho
CC Benefits, Inc.	Idaho

ARTICLE II

NAME OF SURVIVING CORPORATION

2.1 The name which the surviving corporation is to have after the merger will be "CC Benefits, Inc."

ARTICLE III

COMPLIANCE WITH THE ACT

3.1 This merger is permitted under the Idaho Business Corporation Act (the "Act"). Economic Modeling Specialists, Inc. and CC Benefits, Inc., have complied with the applicable provisions of the Act.

IDAHO SECRETARY OF STATE
03/14/2007 05:00
CK: 40920 CT: 95483 BH: 1839973
1 @ 30.00 = 30.00 MERGER # 2

C118396

ARTICLE IV

AGREEMENT AND PLAN OF MERGER

4.1 The Agreement and Plan of Merger of Economic Specialists, Inc. and CC Benefits, Inc. (the "Agreement and Plan of Merger") is set forth in Exhibit "A" attached hereto and incorporated herein by this reference.

ARTICLE V

APPROVAL BY BOARD OF DIRECTORS

5.1 The Board of Directors of CC Benefits, Inc., the surviving corporation in the merger, approved and adopted the Agreement and Plan of Merger by written consent on March 8, 2007, and directed that such document be submitted to a vote of its Shareholders. The Board of Directors of Economic Modeling Specialists, Inc. approved and adopted the Agreement and Plan of Merger by written consent on March 8, 2007, and directed that such document be submitted to a vote of its Shareholders.

ARTICLE VI

APPROVAL BY SHAREHOLDERS

6.1 The Shareholders of CC Benefits, Inc., and Economic Modeling Specialists, Inc., respectively, duly approved and adopted the Agreement and Plan of Merger by written consent on March 8, 2007, in the manner prescribed under the Act.

ARTICLE VII

SHARES

7.1 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:

<u>NAME OF CORPORATION</u>	<u>NUMBER OF SHARES OUTSTANDING</u>	<u>NUMBER OF SHARE ENTITLED TO VOTE</u>
CC Benefits, Inc.	200 \$1. Par value common voting shares	200
Economic Modeling Specialists, Inc.	500,000 No Par value common voting shares	500,000

ARTICLE VIII

SHARES VOTED FOR AND AGAINST MERGER

8.1 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>
CC Benefits, Inc.	200 voting common	none
Economic Modeling Specialists, Inc.	500,000 voting common	none

ARTICLE IX

ARTICLES OF INCORPORATION OF SURVIVING CORPORATION

9.1 The Articles of Incorporation of CC Benefits, Inc., the surviving corporation, will not be amended in conjunction with the merger.

ARTICLE X

EFFECTIVE TIME OF THE MERGER

10.1 These Articles of Merger, and the Agreement and Plan of Merger incorporated herein by this reference, shall take effect on the date and time of the filing of these Articles of Merger with the Idaho Secretary of State pursuant to Idaho Code 30-1-123, and the merger therein contemplated shall be deemed to be complete and consummated at said time.

IN WITNESS WHEREOF, these Articles of Merger have been signed by the President and Secretary of CC Benefits, Inc. and by the President and Secretary of Economic Modeling Specialists, Inc., each thereunto duly authorized, as of the 8th day of March, 2007.

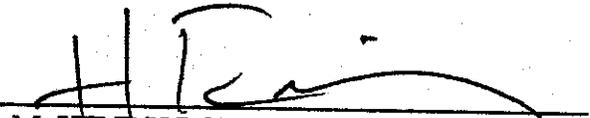
CC BENEFITS, INC.

By: 

KJELL A. CHRISTOPHERSEN, President

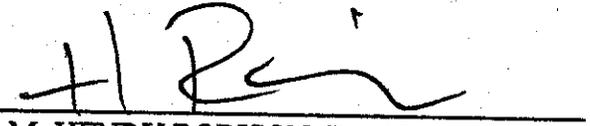
ATTEST:

By:


M. HENRY ROBISON, Secretary

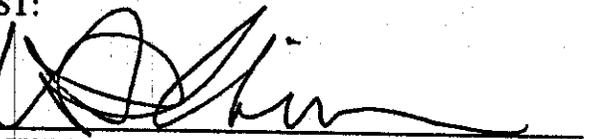
ECONOMIC MODELING SPECIALISTS, INC.

By:


M. HENRY ROBISON, President

ATTEST:

By:


KJELL A. CHRISTOPHERSEN, Secretary

AGREEMENT AND PLAN OF MERGER

THIS AGREEMENT AND PLAN OF MERGER ("Agreement") is entered into on this 8th day of March, 2007, by and among CC Benefits, Inc., an Idaho corporation ("CC Benefits") and Economic Modeling Specialists, Inc., an Idaho corporation ("EMSI").

RECITALS

- A. CC BENEFITS was incorporated on February 2, 2001, under the laws of the state of Idaho and since the date of incorporation it has actively engaged in the business of providing economic impact analysis and high performance planning tools for community and technical colleges throughout the United States and Canada.
- B. EMSI was incorporated on February 24, 1997, under the laws of the state of Idaho and since the date of incorporation it has actively engaged in the business of providing data, economic analysis and forecast consulting to the government, private sector and local communities to facilitate and improve strategic planning.
- C. The respective board of directors of CC Benefits and EMSI deem it advisable and in the best interest of CC Benefits and EMSI, and their respective shareholders, that EMSI merge with and into CC Benefits upon the terms and conditions set forth in this Agreement.
- D. The board of directors of CC Benefits and EMSI, respectively, have approved and adopted this Agreement as a plan of reorganization within the provisions of Section 368(a)(1)(A) of the Internal Revenue Code of 1986, as amended (the "Code").
- E. The respective board of directors of CC Benefits and EMSI have approved the merger of EMSI into CC Benefits upon the terms and subject to the conditions set forth in this Agreement.
- F. The parties hereto intend that the merger of EMSI into CC Benefits qualify for federal income tax purposes as a tax free reorganization under Section 368(a)(1)(A) of the Code.

AGREEMENT

NOW, THEREFORE, in consideration of the representations, warranties, covenants and agreements contained in this Agreement, the parties hereto agree as follows:

ARTICLE 1.

NAMES OF CONSTITUENT CORPORATIONS

1.1 Names of Corporation. The name of each constituent corporation is CC Benefits and EMSI. CC Benefits and EMSI are hereinafter sometimes collectively referred to as the "Constituent Corporations" or separately as the "Constituent Corporation".

1.2 Name of Surviving Corporation. The name of the Surviving Corporation is CC Benefits and subsequent to the merger, its name shall remain CC Benefits.

ARTICLE 2.

SHARES OF CONSTITUENT CORPORATIONS

2.1 Designation and number of Shares. As to each Constituent Corporation, the designation, number of outstanding shares, and voting rights are:

2.1.1 CC Benefits has outstanding 200 shares of common voting stock.

2.1.2 EMSI has outstanding 500,000 shares of common voting stock.

ARTICLE 3.

THE MERGER

3.1 The Merger of the Constituent Corporations. Upon the terms and subject to the conditions set forth in this Agreement, and in accordance with the Idaho Business Corporation Act (the "Act"), EMSI shall be merged with and into CC Benefits at the Effective Time of the Merger (defined in Section 3.3 hereof). Following the merger, the separate corporate existence of EMSI shall cease and CC Benefits shall continue as the surviving corporation (hereinafter sometimes referred to as the "Surviving Corporation") and shall succeed to and assume all of the rights, properties, liabilities and obligations of EMSI in accordance with the Act.

3.2 Closing. The transaction contemplated by this Agreement shall be closed in the offices of Irwin, Myklebust, Savage & Brown, P.S. on March 12, 2007, or such other date prior to April 2, 2007 (the "Closing Date"). Each party required to do so, shall execute such deeds, bills of sale, assignments, letters of instruction, stock certificates, stock powers and other documents, instruments and writings which may be reasonably required to consummate the merger contemplated herein.

3.3 Effective Time of Merger. On the Closing Date, the parties hereto shall file with the Secretary of State of the State of Idaho Articles of Merger executed in accordance with the relevant provisions of the Act and shall make such other filings, recording or publications required under the Act in connection with the merger of EMSI into CC Benefits. The merger shall become effective on such date as the Articles of Merger have been dually filed with the Idaho Secretary of State, or such later date as the parties hereto may agree and specify in the Articles of Merger (the "Effective Time of the Merger").

ARTICLE 4

TERMS AND CONDITIONS OF THE MERGER

4.1 Effects of the merger. The merger of EMSI into CC Benefits shall have the following effects:

4.1.1 At the Effective Time of the Merger, the separate existence of EMSI shall cease and EMSI shall be merged in accordance with the Act and this Agreement into CC Benefits which shall survive the merger and shall continue in existence as the Surviving Corporation.

4.1.2 CC Benefits in accordance with the Act and this Agreement shall succeed to and possess all of the rights, privileges, immunities, powers and purposes of each of the Constituent Corporations and all of the property, real and personal, including subscriptions for shares, causes of action in every other asset of each of the Constituent Corporations, including, without limitation, the name, trademarks, trade names of each Constituent Corporation, which shall vest in CC Benefits as the Surviving Corporation without further act or deed, except that if CC Benefits shall at any time deem it desirable that any further assignment or assurance be given to fully accomplish the purposes of this merger, the directors and officers of either Constituent Corporation shall do all things necessary, including the execution of any and all relevant documents to properly effectuate the merger.

4.1.3 CC Benefits as the Surviving Corporation shall assume and be liable for all liabilities, obligations and penalties of each of the Constituent Corporations. No liability or obligations due or to become due, claim or demand for any cause existing against either Constituent Corporation, or any shareholder, officer or director thereof, shall be released or impaired by the merger. No action or proceeding, civil and criminal, then pending by or against either Constituent Corporation, or any shareholder, officer or director thereof, shall abate or be discontinued by the merger, but may be enforced, prosecuted, settled or compromised as if the merger had not occurred, or CC Benefits, as the Surviving Corporation, may be substituted in such action in place of either Constituent Corporation.

4.2 ARTICLES OF INCORPORATION. The Articles of Incorporation of CC Benefits, in effect immediately prior to the Effective Time of the Merger, shall be the Articles of

Incorporation of the Surviving Corporation until thereafter changed or amended as provided therein or under the Act.

4.3 **BYLAWS**. The Bylaws of CC Benefits, in effect immediately prior to the Effective Time of the Merger, shall be the Bylaws of the Surviving Corporation until thereafter changed or amended as provided therein or under the Act.

4.4 **BOARD OF DIRECTORS**. The individuals who are the directors of CC Benefits immediately prior to the Effective Time of the Merger, shall be the directors of the Surviving Corporation until thereafter they cease to be directors in accordance with the Act, the Articles of Incorporation and the Bylaws of the Surviving Corporation.

4.5 **OFFICERS**. The individuals who are the officers of CC Benefits immediately prior to the Effective Time of the Merger, shall be the officers of the Surviving Corporation until thereafter they cease to be officers in accordance with the Act, the Articles of Incorporation and Bylaws of the Surviving Corporation.

4.6 **MEETINGS**. The first annual meeting of the shareholders of the Surviving Corporation held after the Effective Time of the Merger, shall be the next annual meeting as provided by the Bylaws of the Surviving Corporation. The first regular meeting of the board of directors of the Surviving Corporation shall be held as soon as practicable after the Effective Time of the Merger and may be called or convened in the manner provided by the Bylaws of the Surviving Corporation, for the purpose of calling a special meeting of the board of directors of the Surviving Corporation and may be held at the time and place specified in the notice of the meeting.

ARTICLE 5

MANNER AND BASIS OF CONVERTING SHARES OF CONSTITUENT CORPORATIONS INTO SHARES OF THE SURVIVING CORPORATION

5.1 **CONVERTING OF SHARES**. The manner and basis of converting shares of the Constituent Corporations into shares of the Surviving Corporation shall be as follows:

5.1.1 Each share of voting common stock of EMSI outstanding immediately prior to the Effective Time of the Merger, and all rights in respect thereto, shall by virtue of the Merger and without any further action by the holder thereof, be converted into and become one share of voting common stock of CC Benefits. Each certificate which immediately prior to the Effective Time of the Merger which represented outstanding shares of EMSI voting common stock shall, on and after the Effective Time of the Merger, be deemed for all purposes to represent the number of shares of CC Benefits voting common stock into which the shares of EMSI voting common stock represented by such certificate shall have been converted pursuant to this Section 5.1. After the Effective Time of the Merger, each holder of the voting common stock of EMSI, which shall be deemed to have been converted to CC Benefits voting common stock under this Section, shall be entitled, upon presentation for surrender to CC Benefits or its agent, of his or her

certificate or certificates representing EMSI shares, to be issued a certificate or certificates representing fully paid and nonassignable voting common stock of CC Benefits.

5.1.2. Any shares of voting common stock of EMSI held in its treasury on the Effective Time of the Merger will be canceled.

ARTICLE 6

REPRESENTATIONS AND WARRANTIES

6.1 Representations and Warranties of EMSI. CC Benefits may, in its sole discretion, cancel this Agreement and abandon this merger any time prior to the Effective Time of the Merger, by delivering written notice thereof to EMSI, if it shall appear at such time that any of the following statements or representations is untrue or inaccurate in any material respect, or that any of the following conditions or undertakings has not been met or fulfilled. EMSI represents and warrants to CC Benefits as follows:

6.1.1 EMSI is a duly organized and lawfully existing corporation in good standing under the laws of the State of Idaho. EMSI is duly qualified and in good standing as a foreign corporation in any jurisdiction in which the nature of its business or the character of its properties makes such qualification necessary, and its duly authorized, qualified, and licensed under all laws, regulations, ordinances, or orders of public authority to carry on its business in such jurisdictions in the manner presently conducted.

6.1.2 As of the date of this Agreement, the aggregate number of shares that EMSI is authorized to issue is 500,000 common shares, no par value of which 500,000 shares have been legally and validly issued and are fully paid and nonassignable by EMSI.

6.1.3 As of the date of this Agreement, all financial statements of EMSI which have been delivered to CC Benefits, or its representatives, are true, correct and complete in all material respects and accurately reflect the financial position and results of operations of the business of EMSI as of the date thereof and for the periods covered thereby.

6.1.4 EMSI has duly filed all federal, state, local, income, employment, sales or use, business and occupation, personal property, franchise and other tax returns required to be filed by EMSI relating to its business, and has duly paid or made adequate provision for payment of all taxes which have been incurred or may be due and payable for any period prior to the date of this Agreement relating to its business.

6.1.5 There are no judicial or administrative proceedings pending or threatened against EMSI which involve the possibility of any judgment or liability not fully covered by insurance or which will materially adversely effect the properties,

business, or condition, financial or otherwise, of EMSI, and no judgment, decree, or order of any court, board, or other governmental or administrative agency has been issued with respect to EMSI which has or will have any material adverse effect on the business or assets or on the condition, financial or otherwise, of EMSI.

6.1.6 EMSI has good and merchantable title to all real property and good and merchantable title to all other property and assets used by EMSI in the operation of its business, subject to no liens or encumbrances or title retention devices, except liens for taxes not delinquent, and minor liens and encumbrances not material in relation to the value of such assets. EMSI enjoys peaceable and undisturbed possession under all of the leases of which it is operating, none of which contains any unusual or burdensome provision which will materially effect or impair the operations of EMSI, and all such leases are valid and subsisting and in full force and effect.

6.1.7 EMSI is the owner, the assignee, or licensee of all patents, trademarks, trade names and copyrights used in its business operations. None of such patents, trademarks, trade names or copyrights is in litigation and EMSI has not in its operation infringed any patents, trademarks, trade names, or copyrights of others.

6.1.8 EMSI is not a party to nor is it bound by any unusual or burdensome agreement, deed, or other instrument, or subject to any charter, bylaw, or other corporate restrictions, adversely effecting in any material manner, its business or assets, or its condition, financial or otherwise.

6.1.9 As of the date of this Agreement, EMSI does not have any outstanding options or agreements for the issuance or sale of its shares of stock.

6.1.10 After the date of this Agreement, there shall be no material adverse changes in the financial condition of EMSI.

6.1.11 After the date of this Agreement, EMSI shall not sell or dispose of any property or assets without the written approval of CC Benefits, except products sold in the due and regular course of business, nor shall EMSI encumber any of its property or assets owned by it.

6.1.12 After the date of this Agreement, EMSI shall not engage in any activity or transaction, other than in the ordinary course of business, without first having obtained the written approval of CC Benefits.

6.1.13 After the date of this Agreement, EMSI shall not issue or sell, or issue rights to subscribe to, any of its shares of stock.

6.1.14 EMSI shall carry on its business after the date of this Agreement in substantially the same manner as prior to this Agreement and shall not, except in the usual and ordinary course of its business, enter into any contract for

advertising or for the purchase of any property of any kind whatsoever, without the written approval of CC Benefits.

6.1.15 The assets, property, and rights owned by EMSI after the date of this Agreement shall be preserved and maintained so far as practicable in the ordinary and customary conduct of its business to the same extent and in the same conditions as such assets, property, and rights were prior to the date of this Agreement. The officers of EMSI, in good faith, shall carry on its business in such a manner as they reasonably believe to be in the best interest of EMSI and CC Benefits.

6.1.16 EMSI shall keep in effect and undiminished, the insurance in effect upon the various property and assets owned by it.

6.1.17 EMSI shall comply with all reasonable requests by CC Benefits to afford CC Benefits, its officers, attorneys, accountants, and representatives, access to its property, books, records, and titles to real property and will furnish any information with respect thereto reasonably requested by CC Benefits.

6.1.18 EMSI will use its best efforts to procure from the respective lessors in all leases in which EMSI is the lessee, and the other party or parties to all contracts or rights to which EMSI is a party, such appropriate consents in writing to the succession of CC Benefits to the interest of EMSI in such leases, contracts and rights as CC Benefits shall have requested.

6.1.19 EMSI shall furnish to CC Benefits such consents or other documents and shall take such actions as CC Benefits may request to enable CC Benefits to safeguard the use and goodwill of the name of EMSI.

6.1.20 EMSI shall advise CC Benefits promptly in writing of each objection to this merger made by any shareholder of EMSI pursuant to the Act.

6.2 Representations and Warranties of CC Benefits. EMSI may, in its sole discretion, cancel this Agreement and abandon the merger at any time prior to the Effective Time of the Merger, by delivering written notice thereof to CC Benefits, if it shall appear at such time that any of the following statements or representations is untrue or inaccurate in any material respect, or that any of the following conditions or undertakings have not been met or fulfilled. CC Benefits represents and warrants to EMSI as follows:

6.2.1 CC Benefits is a duly organized and lawfully existing corporation in good standing under the laws of the State of Idaho. CC Benefits is duly qualified and in good standing as a foreign corporation in all jurisdictions in which the nature of its business or the character of its properties makes such qualification necessary, and its duly authorized, qualified, and licensed under all laws, regulations, ordinances, or orders of public authority to carry on its business in such jurisdictions in the manner presently conducted.

6.2.2 As of the date of this Agreement, the aggregate number of shares that CC Benefits is authorized to issue is five hundred thousand (500,000) common shares, par value of one dollar (\$1.00) of which two hundred (200) shares have been legally and validly issued and are fully paid and nonassignable by CC Benefits.

6.2.3 As of the date of this Agreement, all financial statements of CC Benefits which have been delivered to EMSI, or its representatives, are true, correct and complete in all material respects and accurately reflect the financial position and results of operations of the business of CC Benefits as of the date thereof and for the periods covered thereby.

6.2.4 CC Benefits has duly filed all federal, state, local, income, employment, sales or use, business and occupation, personal property, franchise and other tax returns required to be filed by CC Benefits relating to its business, and has duly paid or made adequate provision for payment of all taxes which has been incurred or may be due and payable for any period prior to the date of this Agreement relating to its business.

6.2.5 There are no judicial or administrative proceedings pending or threatened against CC Benefits which involve the possibility of any judgment or liability not fully covered by insurance or which will materially adversely effect the properties, business, or condition, financial or otherwise, of CC Benefits, and no judgment, decree, or order of any court, board, or other governmental or administrative agency has been issued with respect to CC Benefits which has or will have any material adverse effect on the business or assets or on the condition, financial or otherwise, of CC Benefits.

6.2.6 CC Benefits has good and merchantable title to all real property and good and merchantable title to all other property and assets used by CC Benefits in the operation of its business, subject to no liens or encumbrances or title retention devices, except liens for taxes not delinquent, and minor liens and encumbrances not material in relation to the value of such assets. CC Benefits enjoys peaceable and undisturbed possession under all of the leases of which it is operating, none of which contains any unusual or burdensome provision which will materially effect or impair the operations of CC Benefits, and all such leases are valid and subsisting and in full force and effect.

6.2.7 CC Benefits is the owner, the assignee, or licensee of all patents, trademarks, trade names and copyrights used in its business operations. None of such patents, trademarks, trade names or copyrights is in litigation and CC Benefits has not in its operation infringed any patents, trademarks, trade names, or copyrights of others.

6.2.8 CC Benefits is not a party to nor is it bound by any unusual or burdensome agreement, deed, or other instrument, or subject to any charter, bylaw, or other

corporate restrictions, adversely effecting in any material manner, its business or assets, or its condition, financial or otherwise.

6.2.9 As of the date of this Agreement, CC Benefits does not have any outstanding options or agreements for the issuance or sale of its shares of stock.

6.2.10 After the date of this Agreement, there shall be no material adverse changes in the financial condition of CC Benefits.

6.2.11 After the date of this Agreement, CC Benefits shall not sell or dispose of any property or assets without the written approval of EMSI, except products sold in the due and regular course of business, nor shall CC Benefits encumber any of its property or assets owned by it.

6.2.12 After the date of this Agreement, CC Benefits shall not engage in any activity or transaction, other than in the ordinary course of business, without first having obtained the written approval of EMSI.

6.2.13 After the date of this Agreement, CC Benefits shall not issue or sell, or issue rights to subscribe to, any of its shares of stock.

6.2.14 CC Benefits shall carry on its business after the date of this Agreement in substantially the same manner as prior to this Agreement and shall not, except in the usual and ordinary course of its business, enter into any contract for advertising or for the purchase of any property of any kind whatsoever, without the written approval of EMSI.

6.2.15 The assets, property, and rights owned by CC Benefits after the date of this Agreement shall be preserved and maintained so far as practicable in the ordinary and customary conduct of its business to the same extent and in the same condition as such assets, property, and rights were prior to the date of this Agreement. The officers of CC Benefits in good faith shall carry on its business in such a manner as they reasonably believe to be in the best interest of CC Benefits and EMSI.

6.2.16 CC Benefits shall keep in effect and undiminished, the insurance in effect upon the various property and assets owned by it.

6.2.17 CC Benefits shall comply with all reasonable requests by EMSI to afford EMSI, its officers, attorneys, accountants, and representatives, access to its property, books, records, and titles to real property and will furnish any information with respect thereto reasonably requested by EMSI.

ARTICLE 7

TERMINATION, AMENDMENT AND WAIVER

7.1 Termination. This Agreement may be terminated at any time prior to the Closing Date by the mutual written consent of CC Benefits and EMSI.

7.2 Amendment and Waiver. Any provision of this Agreement may be amended or waived prior to the Effective Time of the Merger (whether before or after approval by the shareholders of the Constituent Corporations) if, and only if, such amendment or waiver is in writing and signed, in the case of an amendment, by both parties hereto or, in the case of a waiver, by the party against whom the waiver is to be effective; provided, that after adoption of this Agreement by the shareholders of the Constituent Corporations, there shall be no amendment that by law requires further approval by the shareholders of the Constituent Corporations without the further approval of the shareholders.

ARTICLE 8

GENERAL PROVISIONS

8.1 Notices. Any notice provided for in this Agreement shall be mailed by certified mail and shall be addressed to the parties at the following address until either party gives the other written notice of a change of address:

CC BENEFITS, INC.
1187 Alturas Drive
Moscow, ID 83843

Economic Modeling Specialists, Inc.
1187 Alturas Drive
Moscow, ID 83843

8.2 Binding Effect. This Agreement when adopted by the board of directors of CC Benefits, approved by the shareholders of CC Benefits and adopted by the board of directors of EMSI, approved by the shareholders of EMSI in the manner required under the Act shall be binding upon CC Benefits, EMSI, and the shareholders of both corporations and their respective successors, personal representatives and assignees.

8.3 Section Headings. Section titles are only included as a guide to the contents thereof and are not to be considered as controlling, enlarging, or restricting the language or the meaning of those sections.

8.4 Applicable Law. This Agreement shall be governed, interpreted and enforced in accordance with the laws of the State of Idaho and the venue of any action brought to interpret or enforce any provisions of this Agreement shall be in the District Court of Latah County, Idaho.

8.5 Severability. The invalidity of any provision of this Agreement or any portion of a provision shall not effect the validity of any other provision of this Agreement or the remaining portion of the applicable provision.

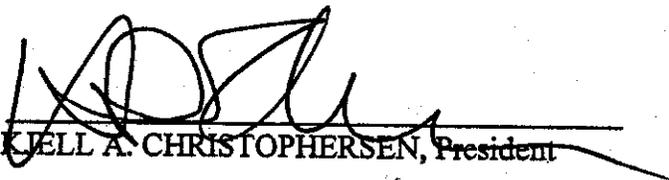
8.6 Assignability. This Agreement shall not be assignable by either party hereto without the prior written consent of the other party.

8.7 Entire Agreement. This Agreement contains the entire Agreement of the parties hereto and, except for any agreements or warranties otherwise stated in writing to survive the execution and delivery of this Agreement, supercedes all previous understandings and agreements, written or oral, with respect to this transaction.

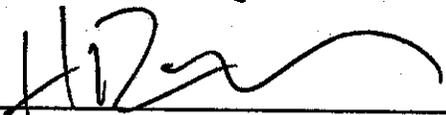
8.8 Counterparts. This Agreement may be executed in several counterparts, all of which together shall constitute one agreement binding all parties hereto, notwithstanding that all parties have not signed the same counterpart.

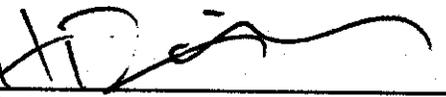
IN WITNESS WHEREOF, the parties hereto have signed this Agreement on the day and year first above written.

CC BENEFITS, INC.

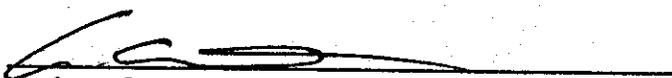
By: 
KJELL A. CHRISTOPHERSEN, President

ATTESTED BY:

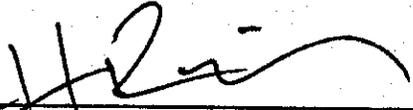

M. HENRY ROBISON, Secretary


M. Henry Robison, Shareholder

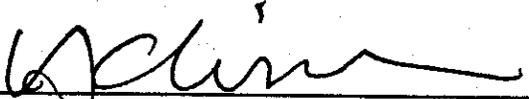

Kjell A. Christophersen, Shareholder


Andrew Crapuchettes, Shareholder

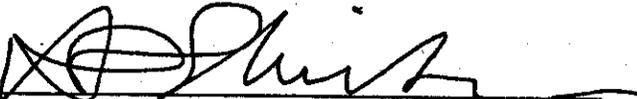
ECONOMIC MODELING SPECIALISTS, INC.

By: 
M. HENRY ROBISON, President

ATTESTED BY:


KJELL A. CHRISTOPHERSEN, Secretary


M. Henry Robison, Shareholder


Kjell A. Christophersen, Shareholder


Andrew Crapuchettes, Shareholder

21Z/u/corp/ccben/agpm