

FILED EFFECTIVE

ARTICLES OF MERGER

Pursuant to the provisions of Section 30-1-1106 and Section 30-1-1107 of the Idaho Business Corporation Act, the undersigned corporations adopt the following Articles of Merger for the purpose of merging them into one of such corporations.

1. The name of the surviving corporation in the merger is NYLINK Insurance Agency Incorporated, a corporation organized and existing under the laws of the state of Delaware. The name of the non-surviving corporation in the merger is NYLINK Insurance Agency of Idaho, Incorporated, a corporation organized and existing under the laws of the state of Idaho.

2. The Plan of Merger is as follows:

See Attached Agreement and Plan of Merger, effective December 31, 2005.

3. The Agreement and Plan of Merger was adopted by the constituent corporations in the following manner:

(a) The Plan was approved by resolution adopted by the board of directors of each constituent corporation.

(c) As to the approval of the Plan by the shareholders of NYLINK Insurance Agency of Idaho, Incorporated, the designation, number of outstanding shares and number of votes entitled to be cast by each voting group entitled to vote separately on the Plan, and the total number of undisputed votes cast for the Plan separately by each such voting group is as follows:

Designation	Number of Outstanding Shares	Number of Votes Entitled to be Cast	Number of Undisputed Votes For
Common	100	100	100

The number of undisputed votes cast for the Plan, as set forth above for each voting group, was sufficient for approval by that voting group.

4. NYLINK Insurance Agency Incorporated has complied with the applicable provisions of the laws of the state of Delaware under which it is incorporated, and this merger is permitted by such laws.

IDAHO SECRETARY OF STATE
12/22/2005 05:00
CK: 953313 CT: 72786 BH: 928248
1 @ 30.00 = 30.00 MERGER # 2

0130543

Dated: 12-6-2005

NYLINK Insurance Agency Incorporated

By: 

Printed Name: CATHERINE A. HARRISON

Title: VICE PRESIDENT & SECRETARY

Dated: 12-6-2005

NYLINK Insurance Agency of Idaho, Incorporated

By: 

Printed Name: Kevin Baumbarger

Title: DIRECTOR, PRESIDENT

AGREEMENT AND PLAN OF MERGER

This Agreement and Plan of Merger (the "Plan") provides for the Merger of NYLINK Insurance Agency of Idaho, Incorporated, an Idaho corporation (the "Merging Corporation"), with and into NYLINK Insurance Agency Incorporated, a Delaware corporation (the "Surviving Corporation"), as follows:

1. Merger. The Merging Corporation shall be merged with and into the Surviving Corporation, the separate corporate existence of the Merging Corporation shall cease, and the Surviving Corporation shall be the surviving corporation.
2. Effective Date. The Merger shall become effective on December 31, 2005 ("Effective Time").
3. Conversion of Shares. At the Effective Time, by virtue of the Merger and without any action on the part of holders thereof each share of common stock of the Merging Corporation issued and outstanding at the Effective Time, totaling 100 shares, shall cease to be outstanding and shall be converted into \$1 in cash.
4. Articles of Incorporation of Surviving Corporation. The Articles of Incorporation of the Surviving Corporation shall continue to be the Articles of Incorporation of the Surviving Corporation on and after the Effective Time.
5. Corporation Name. The name of the Surviving Corporation shall be NYLINK Insurance Agency Incorporated.
6. Effect of Merger. On the Effective Time, the separate existence of the Merging Corporation shall cease, and the Surviving Corporation shall succeed to all the rights, privileges, immunities, and franchises, and to all the property, real, personal and mixed, of the Merging Corporation, without the necessity for any separate transfer. The Surviving Corporation shall thereafter be responsible and liable for all liabilities and obligations of the Merging Corporation, and neither the rights of creditors nor any liens on the property of the Merging Corporation shall be impaired by the Merger. If at any time after the Effective Time the Surviving Corporation shall consider or be advised that any deeds, bills of sale, assignments or assurances or any other acts or things are necessary, desirable or proper (a) to vest, perfect or confirm, of record or otherwise, in the Surviving Corporation, its right, title or interest in, to or under any of the rights, privileges, powers, franchises, properties or assets of the Merging Corporation acquired or to be acquired as a result of the Merger, or (b) otherwise to carry out the purposes of this Plan, the Surviving Corporation and its officers and directors or their designees shall be authorized to execute and deliver, in the name and on behalf of the Merging Corporation, all deeds, bills of sale, assignments and assurances, and to do, in the name and on behalf of the Merging Corporation, all other acts and things necessary, desirable or proper to vest, perfect or confirm the Surviving Corporation's right, title or interest in, to or under any of the rights, privileges, powers, franchises, properties or assets of the Merging Corporation acquired or to be acquired as a result of the Merger and otherwise to carry out the purposes of this Plan.

7. Abandonment. This Plan may be abandoned at any time prior to the Effective Time by either of the Merging Corporation or the Surviving Corporation, without further shareholder action and, if Articles of Merger have been filed with the Idaho Secretary of State or a Certificate of Merger has been filed with the Delaware Department of State, by filing a Certificate of Cancellation with such authorities prior to the Effective Time.

8. Mutual Release. Notwithstanding any provision herein to the contrary, the Merging Corporation, the Surviving Corporation and the shareholders of the Merging Corporation (each a "Party"), each on behalf of themselves and their respective shareholders, officers, directors, owners, employees and agents, and each of their respective successors, assigns, executors, heirs and personal representatives (collectively, the "Releasors"), do hereby forever release, acquit, and discharge the other Parties from any and all rights, claims, counterclaims, defenses, actions, causes of action, proceedings, agreements, contracts, covenants, accounts, offsets, payments, attorneys' fees, damages, liabilities, losses, costs, expenses, suits, debts, judgments, demands, duties or obligations, of any nature whatsoever, at law or in equity (including, without limitation, those based in tort or contract), which any of the Releasors now have or ever had, whether presently possessed or possessed in the future, whether now accrued or which may hereafter accrue, whether known or unknown, suspected or unsuspected, foreseen or unforeseen, absolute or contingent, asserted or unasserted, whether liability be direct or indirect, liquidated or unliquidated, that relate to or arise from any matter occurring from the beginning of the world to the Effective Time.

9. Approval. The respective obligation of each party to effect the Merger is subject to adoption by the requisite vote of the shareholder of the Merging Corporation and the shareholder of the Surviving Corporation pursuant to Section 30-1-1104 of the Corporations Law of the State of Idaho and Section 252 of the General Corporation Law of the State of Delaware.

10. Representations and Warranties of the Merging Corporation. The Merging Corporation hereby represents and warrants to Surviving Corporation as follows:

a. Organization. The Merging Corporation is a corporation duly organized and validly existing under the laws of the State of Idaho and is duly qualified to transact business, and is in good standing, in each jurisdiction where the nature of its business or ownership of its properties requires such qualification. No proceeding for the bankruptcy or the liquidation or dissolution of the Merging Corporation is pending or is contemplated.

b. No Conflict. The execution, delivery and performance of this Agreement will not violate the charter documents of the Merging Corporation or any provision of any agreement or other instrument to which the Merging Corporation is a party or is bound or be in conflict with, result in a breach of or constitute (with due notice and/or lapse of time) a default under any agreement or other instrument.

c. No Default. The Merging Corporation is not in default under any agreement or obligation entered into by or on behalf of Merging Corporation or to which the Merging Corporation is subject, which defaults would have a materially adverse effect on the Merging Corporation's abilities to perform hereunder.

d. Options. As of the date hereof there is no option, agreement or other commitment of any nature outstanding pursuant to which the Merging Corporation is obligated to cause, nor shall Merging Corporation cause or permit the direct or indirect delivery, transfer, mortgage, pledge, charge, lien, hypothecation, encumbrance or assignment of its securities, other than pursuant to the terms of this Plan.

e. Litigation. There is no litigation or proceeding pending (or to the best knowledge of the Merging Corporation, threatened) against or relating to the Merging Corporation which, if determined adversely to the Merging Corporation, would affect the Merging Corporation's obligations under the terms of this Plan.

f. Representations and Warranties. No representation or warranty made by the Merging Corporation pursuant to this Plan contains any untrue statement of a material fact or omits to state any material fact necessary to make the statements herein not misleading.

g. Consents. No consent or approval (except for those which already have been obtained) is necessary in order to permit the Merging Corporation to execute, deliver and perform the transactions contemplated hereby except where the failure to obtain such consent or approval would not prevent or delay consummation of the transactions contemplated by this Agreement in any material respect or otherwise prevent the Merging Corporation from performing its obligations under this Plan in any material respect.

11. Amendments. The Board of Directors of the Merging Corporation, together with the Board of Directors of the Surviving Corporation may amend this Plan at any time prior to the filing of the Articles of Merger with the Idaho Secretary of State and the Delaware Department of State, provided that an amendment made subsequent to the adoption of the Plan by the shareholder of the Merging Corporation and the shareholders of the Surviving Corporation shall not: (1) alter or change the amount or kind of memberships, shares, securities, cash, property and/or rights to be received in exchange for or on conversion of all or any of the securities of any class or series thereof of the Merging Corporation, (2) materially alter or change any term of the Certificate of Incorporation to be effected by the Plan or (3) alter or change any of the terms and conditions of this Plan, in each case if such alteration or change would adversely affect the shareholders of the Merging Corporation or the shareholders of the Surviving Corporation.

12. The name and address of the Surviving Corporation's statutory agent in the State of Idaho upon whom any process, notice or demand may be served is:

CT Corporation System
300 North 6th Street
Boise, ID 83702

13. Counterparts. This Plan may be executed simultaneously in any number of counterparts, each of which will be deemed an original, but all of which will constitute one and the same instrument.

IN WITNESS WHEREOF, the Merging Corporation, its shareholder, and the Surviving Corporation have each executed this Plan, or have caused this Plan to be executed on their behalf by a representative duly authorized, all as of the day and year first above written.

SURVIVING CORPORATION

NYLINK INSURANCE AGENCY
INCORPORATED
a Delaware corporation

By: 

Name: CATHERINE A. MARRION

Title: VICE PRESIDENT & SECRETARY

MERGING CORPORATION

NYLINK INSURANCE AGENCY OF
IDAHO, INCORPORATED
an Idaho corporation

By: 

Name: Kevin Baumberger

Title: DIRECTOR, PRESIDENT

SHAREHOLDER

Kevin L. Baumberger, an individual

