

F02000005690

(Requestor's Name)

(Address)

(Address)

(City/State/Zip/Phone #)

☐

PICK-UP

☐

WAIT

☐

MAIL

(Business Entity Name)

(Document Number)

Certified Copies _____ Certificates of Status _____

Special Instructions to Filing Officer:

Office Use Only



000082479910

EFFECTIVE DATE

12-31-06

RECEIVED
06 DEC 28 PM 12: 50
DEPARTMENT OF STATE
DIVISION OF CORPORATIONS
TALLAHASSEE, FLORIDA

FILED
2006 DEC 29 PM 12: 03
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

Merger
C. Coulliette DEC 29 2006



CORPORATION SERVICE COMPANY

ACCOUNT NO. : 072100000032

REFERENCE : 688638 7512847

AUTHORIZATION :

COST LIMIT : \$ 78.75

Spuddelean

ORDER DATE : December 27, 2006

ORDER TIME : 10:43 AM

ORDER NO. : 688638-005

CUSTOMER NO: 7512847

ARTICLES OF MERGER

NELNET MARKETING SOLUTIONS,
INC.

INTO

NATIONAL EDUCATION LOAN
NETWORK, INC.

PLEASE RETURN THE FOLLOWING AS PROOF OF FILING:

XXX CERTIFIED COPY
 PLAIN STAMPED COPY

CONTACT PERSON: Harry B. Davis

EXAMINER'S INITIALS: _____

ARTICLES OF MERGER

(Profit Corporations)

The following articles of merger are submitted in accordance with the Florida Business Corporation Act, pursuant to section 607.1105, Florida Statutes.

First: The name and jurisdiction of the **surviving** corporation:

<u>Name</u>	<u>Jurisdiction</u>	<u>Document Number</u> (If known/ applicable)
<u>National Education Loan Network, Inc.</u>	<u>Nevada</u>	<u>F02000005690</u>

Second: The name and jurisdiction of each **merging** corporation:

<u>Name</u>	<u>Jurisdiction</u>	<u>Document Number</u> (If known/ applicable)
<u>Nelnet Marketing Solutions, Inc.</u>	<u>Florida</u>	<u>P93000060736</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

Third: The Plan of Merger is attached.

Fourth: The merger shall become effective on the date the Articles of Merger are filed with the Florida Department of State.

OR 12/31/2006 / _____ (Enter a specific date. NOTE: An effective date cannot be prior to the date of filing or more than 90 days after merger file date.)

Fifth: Adoption of Merger by **surviving** corporation - (COMPLETE ONLY ONE STATEMENT)

The Plan of Merger was adopted by the shareholders of the surviving corporation on 12/22/2006

The Plan of Merger was adopted by the board of directors of the surviving corporation on _____ and shareholder approval was not required.

Sixth: Adoption of Merger by **merging** corporation(s) (COMPLETE ONLY ONE STATEMENT)

The Plan of Merger was adopted by the shareholders of the merging corporation(s) on 12/22/2006

The Plan of Merger was adopted by the board of directors of the merging corporation(s) on _____ and shareholder approval was not required.

(Attach additional sheets if necessary)

EFFECTIVE DATE
12-31-06

FILED
2006 DEC 29 PM 12:03
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

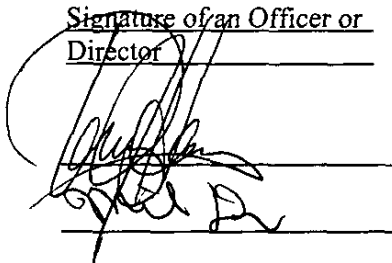
- Seventh: SIGNATURES FOR EACH CORPORATION

Name of Corporation

Signature of an Officer or
Director

Typed or Printed Name of Individual & Title

National Education Loan Network, Inc.

A handwritten signature in black ink, appearing to read "Terry J. Heimes", is written over the signature line for National Education Loan Network, Inc. and extends slightly into the line for Nelnet Marketing Solutions, Inc.

Terry J. Heimes, Treasurer

Nelnet Marketing Solutions, Inc.

Michael S. Dunlap, President

PLAN OF MERGER
(Merger of subsidiary corporation(s))

The following plan of merger is submitted in compliance with section 607.1104, Florida Statutes, and in accordance with the laws of any other applicable jurisdiction of incorporation.

The name and jurisdiction of the **parent** corporation owning at least 80 percent of the outstanding shares of each class of the subsidiary corporation:

Jurisdiction

Nevada

The name and jurisdiction of each **subsidiary** corporation:

Jurisdiction

Florida

The manner and basis of converting the shares of the subsidiary or parent into shares, obligations, or other securities of the parent or any other corporation or, in whole or in part, into cash or other property, and the manner and basis of converting rights to acquire shares of each corporation into rights to acquire shares, obligations, and other securities of the surviving or any other corporation or, in whole or in part, into cash or other property are as follows:

PLEASE SEE ATTACHED AGREEMENT AND PLAN OF MERGER

(Attach additional sheets if necessary)

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 Nelnet Marketing Solutions, Inc. a Florida Corporation ("NMS") and National Education Loan Network, Inc. a Nevada Corporation ("NELN").

RECITALS

WHEREAS, NMS is a wholly-owned subsidiary of NELN, with NELN being the sole shareholder of NMS;

WHEREAS, NELN is a wholly-owned subsidiary of Nelnet, Inc., a Nebraska corporation ("Nelnet"), with Nelnet being the sole shareholder of NELN;

WHEREAS, NMS currently has 1000 shares of common stock, \$.01 par value (the "NMS Capital Stock"), issued and outstanding and entitled to vote, which constitutes NMS's sole class of outstanding capital stock; and

WHEREAS, pursuant to the provisions of the Florida Business Corporation Act ("FBCA") and the Nevada Revised Statutes (the "FBCA and the NRS"), the Boards of Directors of NMS and NELN have determined that the merger of NMS with and into NELN (the "Merger") is in the best interests of NMS and NELN;

WHEREAS, NELN has approved such Merger on behalf of NMS, upon the terms and conditions set forth in this Agreement; and

WHEREAS, Nelnet has approved such Merger on behalf of NELN, 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 NMS into NELN. Upon the terms set forth in this Agreement, and in accordance with the provisions of the FBCA and the FBCA and the NRS, NMS shall be merged with and into NELN at the Effective Time (as defined in Section 1.2). Following the Merger, the separate corporate existence of NMS shall cease and NELN shall continue as the surviving entity (the "Surviving Entity") under its name, "National Education Loan Network, Inc.", and shall succeed to and assume all of the rights and obligations of NMS in accordance with the FBCA and the NRS.

Section 1.2 Effective Time of Merger. As soon as practicable following the execution of this Agreement and the due authorization and approval thereof as required under the FBCA

and the NRS, the parties shall execute and file Articles of Merger and/or other appropriate documents (in any such case, the "Articles of Merger") in accordance with the relevant provisions of the FBCA and the NRS and shall make all other filings or recordings required under the laws of Florida and Nevada. The Merger shall become effective as of the later of (i) midnight on December 31, 2006, or (ii) such time as the Articles of Merger are duly filed with the Florida Secretary of State and the Nevada Secretary of State, or (iii) such subsequent time as the parties shall agree, which subsequent time shall be specified in the Articles of Merger (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 FBCA and the NRS. Without limiting the generality of the foregoing, and subject thereto, at the Effective Time all of the property, rights, privileges, powers and franchises of NMS shall be vested in the Surviving Entity, and all debts, liabilities, obligations and duties of NMS shall become the debts, liabilities, obligations and duties of the Surviving Entity.

Section 1.4 Articles and Bylaws of Surviving Entity. The Articles of Incorporation, as amended, and bylaws of NELN as in effect at the Effective Time shall be the Articles of Incorporation and bylaws 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 NMS Capital Stock. All issued shares of NMS 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 NMS Capital Stock shall thereafter cease to have any rights with respect to such shares of NMS Capital Stock.

(b) NELN Capital Stock to Remain Outstanding. The Merger shall have no effect on the outstanding capital stock of NELN, which shall remain outstanding and held by Nelnet as the sole shareholder of NELN.

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 NMS, or otherwise to carry out the purposes and provisions of this Agreement, the officers of the Surviving Entity are hereby authorized and empowered, in the name of and on behalf of NMS, 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 NMS or NELN 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 NMS and NELN and duly approved by Nelnet as the sole shareholder of NELN and NMS, respectively.

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

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.

NELNET MARKETING SOLUTIONS, INC.,
a Florida corporation

By: 
Michael S. Dunlap, President

NATIONAL EDUCATION LOAN
NETWORK, INC., a Nevada corporation

By: 
Terry J. Heimes, Treasurer