



THE UNITED STATES
CORPORATION
COMPANY

J51641

FILED
99 NOV 24 PM 4:08
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

ACCOUNT NO. : 072100000032

REFERENCE : 489915 7189970

AUTHORIZATION : Patricia Pappas

COST LIMIT : \$ 113.75

ORDER DATE : November 22, 1999

DATE
11/30/99

ORDER TIME : 10:34 AM

ORDER NO. : 489915-010

200003053882--9

CUSTOMER NO: 7189970

Merger

CUSTOMER: Ms. Shelley M. Sullivan
Ge Financial Assurance
6604 West Broad Street
Third Floor-legal Dept.
Richmond, VA 23230

ARTICLES OF MERGER

FEE FOR SERVICE INSURANCE
AGENCY, INC.

INTO

FEE FOR SERVICE, INC.

RECEIVED
99 NOV 24 AM 11:32
DEPARTMENT OF STATE
DIVISION OF CORPORATIONS
TALLAHASSEE, FLORIDA

PLEASE RETURN THE FOLLOWING AS PROOF OF FILING:

XX (5) CERTIFIED COPY
PLAIN STAMPED COPY

CONTACT PERSON: Jeanine Reynolds

EXAMINER'S INITIALS: AOR

402250, 00524, 00672 11/1/99

ARTICLES OF MERGER
Merger Sheet

MERGING:

FEE FOR SERVICE INSURANCE AGENCY, INC., a California corporation not
authorized to transact business in Florida

INTO

FEE FOR SERVICE, INC., a Florida entity, J51641

File date: November 24, 1999, effective November 30, 1999

Corporate Specialist: Annette Ramsey

Account number: 072100000032 Account charged: 113.75



FLORIDA DEPARTMENT OF STATE

Katherine Harris
Secretary of State

November 29, 1999

CSC
1201 Hays Street
Tallahassee, FL 32301

SUBJECT: FEE FOR SERVICE, INC.
Ref. Number: J51641

We have received your document for FEE FOR SERVICE, INC. and the authorization to debit your account in the amount of \$113.75. However, the document has not been filed and is being returned for the following:

Please include the Articles of Merger which will hopefully give the date of adoption by the shareholders of both corporations.

If you have any questions concerning the filing of your document, please call (850) 487-6907.

Annette Ramsey
Corporate Specialist

Letter Number: 499A00056318

DO NOT SUBMIT
Please give original
to Division as file date.

RECEIVED
99 DEC -1 PM 12:19
TALLAHASSEE
DIVISION OF CORPORATIONS

EFFECTIVE DATE
11/30/99

ARTICLES OF MERGER
OF
FEE FOR SERVICE INSURANCE AGENCY, INC.
AND
FEE FOR SERVICE, INC.

FILED
99 NOV 24 PM 4:08
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

Secretary of State
State of Florida

Pursuant to the provisions of the Florida Business Corporation Act governing the merger of a foreign corporation authorized by law to issue shares with and into a domestic corporation authorized by law to issue shares, the corporations hereinafter named do hereby submit the following articles of merger.

1. The names of the merging corporations are Fee for Service Insurance Agency, Inc. ("FSIA"), which is a corporation authorized by law to issue shares, organized under the laws of the State of California, and Fee for Service, Inc. ("FS"), which is a corporation authorized by law to issue shares, organized under the laws of the State of Florida.
2. The attached is the Agreement and Plan of Merger for merging FSIA with and into FS as approved by resolution of the Board of Directors and shareholder of each of said corporations. on November 11, 1999.
3. The Plan of Merger was adopted by the shareholders of FS by unanimous written consent and pursuant to the provisions of Section 607.0120 of the Florida Business Corporation Act. on November 11, 1999.
4. The laws of the jurisdiction of organization of FSIA permit the merger of a corporation authorized by law to issue shares of another jurisdiction with and into a corporation authorized by law to issue shares of the jurisdiction of organization of FS; and the merger of FSIA with and into FS is in compliance with the laws of the jurisdiction of organization of FS.
5. The effective time and date of the merger herein provided for in the State of Florida shall be 12:01 a.m. on November 30, 1999.

Fee for Service, Inc.

By: Richard Fucci
Name: Richard Fucci
Its: Vice President

Dated this 29th day of November, 1999

Fee for Service Insurance Agency, Inc.

By: Richard Fucci
Name: Richard Fucci
Its: Vice President

Dated this 29th day of November, 1999

AGREEMENT AND PLAN OF MERGER
BETWEEN
FEE FOR SERVICE INSURANCE AGENCY, INC.
AND
FEE FOR SERVICE, INC.

This Agreement and Plan of Merger (the "Agreement") is dated as of the 11th day of November, 1999, by and between Fee for Service Insurance Agency, Inc., a California corporation ("FSIA"), and Fee for Service, Inc., a Florida corporation ("FSF" or the "Surviving Corporation").

WHEREAS, FSIA is a corporation duly organized, validly existing and in good standing under the laws of the State of California with an authorized capital consisting of 1000 shares of common stock, par value \$1.00 per share ("FSIA Common Stock"), all of which are issued and outstanding and all of which are owned by FSF; and

WHEREAS, FSF is a corporation duly organized, validly existing and in good standing under the laws of the State of Florida with an authorized capital consisting of 100 shares of common stock, par value \$1.00 per share, of which 100 are issued and outstanding all of which are owned by a GE Financial Assurance Holdings, Inc., a Delaware corporation; and

WHEREAS, Section 1110 and Section 1108 of the California Corporations Code, as amended of the State of California authorizes the merger of a corporation organized under the laws of California into a corporation organized under the laws of another state and Section 607.0120 of the Florida Business Corporation Act authorizes the merger of a corporation organized under the laws of another state into a corporation organized under the laws of the State of Florida; and

WHEREAS, FSIA desires to merge into FSF which will survive the merger, in a transaction structured to qualify as a tax-free reorganization under Section 368 of the Internal Revenue Code of 1986, as amended; and

WHEREAS, the respective Boards of Director of FSIA and FSF deem it advisable to combine the operations of FSIA and FSF by merging FSIA with and into FSF;

NOW THEREFORE, the parties hereto, in consideration of the mutual covenants, agreements and provisions hereinafter contained, do hereby agree upon and prescribe the terms and conditions of such merger and the mode of carrying it into effect, as follows:

ARTICLE I

MERGER AND SURVIVING CORPORATION

5.1 The Merger. Upon the terms and subject to the conditions hereof and in accordance with the provisions pertaining to the merging of domestic and foreign corporations contained in the California Corporations Code, as amended, and the Florida Business Corporation Act upon the filing of all required documents with the California Secretary of State and the Florida Department of State, at the Effective Time, as defined in Section 4.1 below, FSIA shall be merged with and into FSF (the "Merger").

5.2 Surviving Corporation. FSF shall be the Surviving Corporation in the Merger under the name FSF. At the Effective Time, the separate existence of FSIA shall cease.

ARTICLE II

TERMS, CONDITIONS AND EFFECTS OF MERGER

5.1 Articles of Incorporation. The Articles of Incorporation of FSF as in effect immediately prior to the Effective Time shall be the Articles of Incorporation of the Surviving Corporation and may be amended from time to time after the Effective Time as provided by Florida law.

5.2 Bylaws. The Bylaws of FSF as in effect immediately prior to the Effective Time shall be the Bylaws of the Surviving Corporation, and shall not be amended by the Merger.

5.3 Directors and Officers. The directors and officers of FSF immediately prior to the Effective Time shall continue to be the directors and officers of the Surviving Corporation until their respective successors shall have been elected and qualified as provided by the Bylaws of the Surviving Corporation and Florida law.

5.4 Approval by Stockholders. This Agreement has been approved by FSF as the sole stockholder of FSIA, and GE Financial Assurance Holdings, Inc. as the sole stockholder of FSF.

5.5 Further Action. FSIA hereby agrees, as and when requested by the Surviving Corporation, to execute and deliver or cause to be executed and delivered all such documents, deeds and instruments and to take or cause to be taken such further or other action as the Surviving Corporation may deem necessary or desirable in order to vest in and confirm to the Surviving Corporation title to and possession of any property of FSIA acquired or to be acquired by reason of or as a result of the Merger and otherwise to evidence or carry out the intent and purposes hereof.

5.6 Effects of the Merger. (a) At the Effective Time, all the property, rights, privileges, franchises, patents, trademarks, licenses, registrations, choses in action, and other assets of every

kind and description of FSIA shall, to the extent permitted by law, transfer to, vest in and devolve upon the Surviving Corporation without further act or deed.

(b) All liens upon the property of FSIA and all rights of creditors of FSIA shall be preserved unimpaired as the liens upon the property and obligations of the Surviving Corporation, including, without limitation, the rights of insurance policyholders and certificate holders, and all debts, liabilities and duties of FSIA shall become the debts, liabilities and duties of the Surviving Corporation and may be enforced against it to the same extent as if said debts, liabilities and duties had been incurred or contracted by the Surviving Corporation.

ARTICLE III

TREATMENT OF SHARES

5.1 FSF Common Stock. Each issued and outstanding share of FSF shall not be affected by the Merger, shall continue to be outstanding at and after the Effective Time without any change and shall continue as a share of the Surviving Corporation.

5.2 FSIA Common Stock. At the Effective Time, all outstanding shares of FSIA shall be cancelled without consideration.

ARTICLE IV

EFFECTIVE TIME

5.1 Effective Time. The Merger shall become effective as of 12:01 a.m., November 30, 1999 (the "Effective Time").

ARTICLE V

MISCELLANEOUS

5.1 Termination. Notwithstanding anything to the contrary in this Agreement, this Agreement may be terminated at any time before the Effective Time by the mutual consent of the Boards of Directors of FSIA and FSF or by the unilateral action of either of these Boards, if the terminating Board determines, in its sole discretion, that the consummation of the Agreement is, for any reason, inadvisable. Neither FSIA nor FSF shall have any liability to any other person by reason of the termination of this Agreement.

5.2 Governing Law. This Agreement shall be governed by, and construed in accordance with, the laws of the State of Florida without regard to principles of conflict of laws.

5.3 Amendment. Anything herein or elsewhere to the contrary notwithstanding, to the extent permitted by law, this Agreement may be amended, supplemented or interpreted at any time by action taken by the respective Boards of Directors of FSIA and FSF and in the case of an interpretation, the actions of such Boards of Directors shall be binding.

5.4 Binding Agreement. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

5.5 Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original but all of which together shall be deemed one and the same agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective duly authorized officers on this 11th day of November, 1999.

Fee for Service Insurance Agency, Inc.

By: Richard Fucci
Name: Richard Fucci
Title: Vice President

Attest: Shelley M. Sullivan
Name: Shelley M. Sullivan
Title: Assistant Secretary

Fee for Service, Inc.

By: Richard Fucci
Name: Richard Fucci
Title: Vice President

Attest: Shelley M. Sullivan
Name: Shelley M. Sullivan
Title: Assistant Secretary