



State of Ohio
Department of State

E908-1199

Anthony J. Celebrezze, Jr.
Secretary of State

Date 5/22/81

Number 225096

Receipt No. 107977

E908-1199 087

Received of
or filed by NATIONWIDE CREDIT UNION, INC.

The sum of \$ 25.00 for filing MER of

NATIONWIDE CREDIT UNION

Returned to:

107977

MER \$ 25.00

NATIONWIDE CREDIT UNION, INC.
ATTN: W. I. JOHNSTON
ONE NATIONWIDE PLZ.
COLUMBUS, OH 43216

RECEIPT

Name:

NATIONWIDE CREDIT UNION

Total Fee: \$ 25.00

EC908-1200



Department of State

The State of Ohio

Anthony J. Celebrezze, Jr.
Secretary of State

225096

Certificate

It is hereby certified that the Secretary of State of Ohio has custody of the Records of Incorporation and Miscellaneous Filings; that said records show the filing and recording of: _____

MER

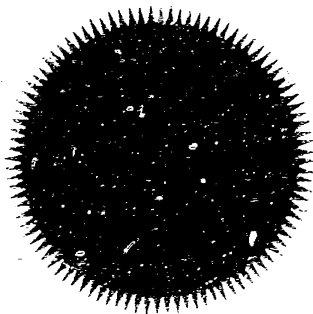
of:

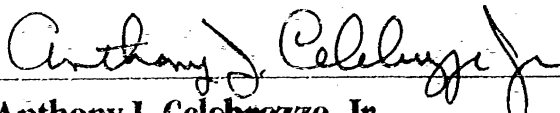
NATIONWIDE CREDIT UNION

United States of America
State of Ohio
Office of the Secretary of State

Recorded on Roll E908 at Frame 1201 of
the Records of Incorporation and Miscellaneous Filings.

Witness my hand and the seal of the Secretary of State, at the
City of Columbus, Ohio, this 20TH day of MAY,
A.D. 1981.




Anthony J. Celebrezze, Jr.
Secretary of State

EC908-1201

RESOLUTION OF BOARD OF DIRECTORS
National Casualty Employees CREDIT UNION
(merging)

225-096
APPROVAL
by HC
on 5/20/81
#25.00

WHEREAS, the Board of Directors of this credit union is of the opinion that this credit union, [hereinafter called the "Merging Credit Union"], should merge

WITH

Nationwide Credit Union,
[hereinafter called the "Continuing Credit Union"];

WHEREAS, it is also the opinion of this Board that such merger should be made pursuant to an agreement between the Merging Credit Union and the Continuing Credit Union will continue in business under the same charter it now holds and whereby all of the members of the Merging Credit Union will be entitled to and shall receive shares in said Continuing Credit Union.

NOW, THEREFORE, BE IT RESOLVED, That the attached Merger Agreement is approved and the President and Secretary of this credit union are authorized to seek approval of the merger by the Supervisor of Credit Unions.

BE IT FURTHER RESOLVED, That upon approval of the merger by the Supervisor, the President of this credit union is hereby authorized and directed to call a Special Meeting of members to consider and act upon the proposed merger and to fix the date of said special meeting of members and the Secretary is authorized to give advance notice of the meeting in accordance with the provisions of the credit union's bylaws.

BE IT FURTHER RESOLVED, That upon approval of the merger by a majority of the members of this credit union, the President and Treasurer are hereby authorized and directed to execute, acknowledge, and deliver said Merger Agreement on the effective date of the merger; and the President and Treasurer of this credit union are hereby authorized to do all things and to do and perform any and all acts and to execute all agreements, documents, and other papers which they may consider necessary or proper, or which may be required by the Administrator, to consummate the proposed merger;

CERTIFICATION

We, the undersigned President and Secretary of the National Casualty Employees Credit Union hereby certify that the foregoing is a full, true, and correct copy of the resolution adopted by the Board of Directors of said credit union at a meeting duly called and held in accordance with the bylaws of such credit union at 3:30 o'clock, P.M., on March 26, 1981, at which a quorum was present and voted and that said resolution is duly recorded in the minutes of said meeting and has not been modified, amended, rescinded, or repealed and is still in full force and effect.

Glen L. Grodenhorn 4-10-81
(President) (Date)

Nancy Niemelä 4-10-81
(Secretary) (Date)

EC908-122

RESOLUTION OF BOARD OF DIRECTORS

Nationwide CREDIT UNION, INC.

(continuing)

WHEREAS, the Board of Directors of this credit union is of the opinion that this credit union should merge with

National Casualty Employees Credit Union, Inc.
[hereinafter called the "Merging Credit Union"]; and

WHEREAS, it is also the opinion of this Board that such merger should be made pursuant to an agreement between this credit union and the Merging Credit Union and whereby this credit union will continue in business under its present charter, and whereby all of the members of said Merging Credit Union will be entitled to and shall receive shares in this credit union;

NOW, THEREFORE, BE IT RESOLVED, That the attached Merger Agreement is approved and the President and Secretary of this credit union are authorized to seek approval of the merger by the Supervisor of Credit Unions.

BE IT FURTHER RESOLVED, That upon the approval of the merger by the Supervisor, the President and Treasurer are hereby authorized and directed to execute, acknowledge, and deliver said Merger Agreement on the effective date of the merger; and the President and Treasurer are hereby authorized to do all things and to do and perform any and all acts and to execute all agreements, documents, and other papers which they may consider necessary or proper, or which may be required by the Supervisor, to consummate the proposed merger.

CERTIFICATION

We, the undersigned President and Secretary of the Nationwide Credit Union hereby certify that the foregoing is a full, true, and correct copy of a resolution adopted by the Board of Directors of said credit union at a meeting duly called and held in accordance with the bylaws of such credit union at 4:45 o'clock, P.M., December 18, 19 80; at which a quorum was present and voted and that said resolution is duly recorded in the minutes of said meeting and has not been modified, amended, rescinded, or repealed and is still in full force and effect.

William L. Johnson 5-11-81
President (Date)

Ray E. Schultz 5-11-81
Secretary (Date)

10908-1203

MERGER AND ACQUISITION CONTRACT

THIS AGREEMENT, including all attached exhibits, by and between Nationwide Credit Union, ~~Inc.~~ (hereinafter referred to as a Continuing Credit Union, an Ohio corporation created and existing pursuant to Chapters 1701 and 1733, Ohio Revised Code, and National Casualty Employees Credit Union, Inc. (hereinafter referred to as Merging Credit Union), a corporation created and existing pursuant to ~~Ohio~~ law, is entered into this 31st day of March, 19 81. /Michigan

WHEREAS, Merging Credit Union, desires to sell and transfer those assets owned by it, and to transfer its liabilities, all of which are hereinafter enumerated; and,

WHEREAS, the parties hereto desire to set forth their understanding with respect to such transaction;

NOW, THEREFORE, in consideration of the mutual undertakings and covenants hereinafter set forth, the parties agree as follows:

ARTICLE I

ASSETS ACQUIRED

Section 1.01. Merging Credit Union hereby agrees to sell and Continuing Credit Union agrees to purchase, and on the Closing Date as hereinafter stated, Merging Credit Union will transfer and deliver ownership and possession to Continuing Credit Union all of the assets as follows:

(A) Cash. All cash, including all cash on hand at the Closing Date, and all cash on deposit, whether in savings or commercial accounts.

(B) Investments. All securities and investments of whatever kind or nature, including share accounts in other credit unions.

(C) Loan Portfolio. All loans made by Merging Credit Union, whether or not represented by notes or other evidences of indebtedness, including any and all reserves, statutory or otherwise, set up in connection therewith, and all accounts receivable, whether from borrowers, employees or any other persons or entities.

(2) Merging Credit Union agrees that Continuing Credit Union, after the Closing Date, shall have the right and authority to collect for the account of Continuing Credit Union all receivables, including notes, and other items transferred hereunder to Continuing Credit Union as provided herein, and to endorse without recourse and without warranties of any kind the name of Merging Credit Union on any checks or other evidences of indebtedness received by Continuing Credit Union on account of any such notes or other receivables or other items.

(3) Merging Credit Union agrees that it will transfer and deliver to Continuing Credit Union any cash or other property that Merging Credit Union may receive on account of such notes or other receivables or other items after the Closing Date.

(D) Real Estate and Leases. All rights, title and interest in any real property, whether owned or leased, and wherever situated, including all fixtures and improvements thereon, owned by Merging Credit Union as of the Closing Date.

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(E) Furniture, Fixtures, Equipment and Supplies. All furniture, fixtures, equipment and supplies, of whatever kind or description, and wherever situated, owned by Merging Credit Union as of the Closing Date, whether the same are reflected on the books of Merging Credit Union or not.

(F) Prepaid or Deferred Expenses and Reserves. All prepaid or deferred expenses and credits of any kind, including, but not limited to, prepaid insurance, fidelity bonds, share account insurance, intangibles or real estate taxes, deposits with the Industrial Commission, Bureau of Unemployment, Compensation, or other deposits, dues, subscriptions and advertising, any and all reserves, statutory or otherwise.

(G) Other Agreements. All rights of Merging Credit Union under any agreements to which Merging Credit Union is a party, including leases of equipment.

(H) Books and Records. All books, records, notes, evidences of indebtedness, insurance policies, payroll records, share registry, accounts and all other records of Merging Credit Union. Continuing Credit Union agrees that Merging Credit Union shall have a right of access to such books and records.

(I) Right to Use Name. Continuing Credit Union shall have the exclusive right to represent that it is carrying on the business in continuation and in succession to Merging Credit Union, including the right to use the corporate name of National Casualty Employees Credit Union, Inc.

(J) Miscellaneous. All supplies, labels, stationery and other items owned by Merging Credit Union shall be transferred to Continuing Credit Union.

It is the intention hereof that Merging Credit Union's business as a going concern, its good will and all properties, assets and rights of Merging Credit Union of every kind and description, wherever located, and all notes, contracts and rights thereunder owned by Merging Credit Union or used in its business as of March 31, 1981 shall be sold and transferred or assigned by Merging Credit Union to Continuing Credit Union.

ARTICLE II

LIABILITIES ASSUMED AND EXCEPTIONS

Section 2.01. Subject to the terms and conditions of this Agreement, the Continuing Credit Union shall assume all debts, liabilities and obligations of Merging Credit Union reflected on Merging Credit Union's books and financial statements supplied pursuant to this Agreement on the Closing Date in accordance with generally accepted accounting principles, other than:

(A) This space left blank intentionally

ARTICLE III

PURCHASE PRICE

Section 3.01. The purchase price for the assets purchased hereunder shall be that all members of National Casualty Employees Credit Union, Inc. shall receive direct full share credit in Nationwide Credit Union, Inc. for each share, or fraction thereof, owned in National Casualty Employees Credit Union, Inc.

Section 3.02. All members of National Casualty Employees Credit Union, Inc. shall become members of Nationwide Credit Union, Inc.

ARTICLE IV

MERGING CREDIT UNIONS REPRESENTATIONS AND WARRANTIES

Section 4.01. Merging Credit Union has prepared a balance sheet, dated March 31, 1981. Such balance sheet has been prepared in conformity with generally accepted accounting principles, applied on a basis consistent with those used by the Merging Credit Union in prior years and will present fairly the financial position of the Merging Credit Union as of the Closing Date. The statements of financial position of the Merging Credit Union as of March 31, 1981, which have been furnished to the Continuing Credit Union, are correct and complete and present fairly the financial position of the Merging Credit Union as of the respective dates of such statements and the results of operations of the Merging Credit Union for the periods indicated in such statements. All such statements have been prepared in conformity with generally accepted accounting principles applied on a consistent basis throughout the periods mentioned.

Section 4.02. Merging Credit Union warrants, and will cause its counsel to deliver an opinion to the effect that the Merging Credit Union is a corporation organized and existing pursuant to Ohio law; Merging Credit Union has the full legal right, power and authority to sell the Continuing Credit Union all assets and property as contemplated by this Agreement, on the terms and conditions contained in this Agreement; and that the execution and delivery of this Agreement by the Merging Credit Union and the performance of all obligations and conditions on the Merging Credit Union's part to be performed hereunder have been, or by the Closing Date shall have been, duly authorized by all necessary corporate and regulatory body action, state or federal.

Section 4.03. Merging Credit Union's assets and liabilities shall be as of its March 31, 1981 statement with only such changes therefrom, and materially adverse, as are the results of transactions occurring in the ordinary course of business between said date and the Closing Date.

Section 4.04. To the best of the Merging Credit Union's information and belief, the business premises of the Merging Credit Union conforms to all applicable zoning laws and building and health regulations and the same are in a good state of repair. No notice of violation of any building, health, zoning or other regulating laws, statutes, ordinances or regulations relating to Merging Credit Union's property or premises has been received by it and is now outstanding. A list of the Merging Credit Union's machinery, fixtures, and equipment appears in Exhibit A annexed hereto and incorporated herein and the same are in good working order and condition.

Section 4.05. Merging Credit Union is and at the Closing Date will be the lawful owner of the property to be sold to the Continuing Credit Union hereunder; Merging Credit Union has and at the Closing Date will have valid, marketable title thereto, free and clear of any claims, liens, equities or encumbrances and the delivery to the Continuing Credit Union at the Closing Date of appropriate instruments of conveyance will pass title to such property free and clear of any claims, liens, equities or encumbrances. The sale of the Merging Credit Union's property hereunder will not conflict with or result in a breach of any of the terms of any agreement or instrument to which the Merging Credit Union is a party or by which it is or may be bound or constitute a default thereto, or result in the creation or imposition of any lien, charge or encumbrance on, or given to others any interest or right in any of the assets in business of the Merging Credit Union.

Section 4.06. Merging Credit Union has paid all sales taxes, payroll taxes and personal and intangible property taxes relating to the business payable or accrued to the date hereof and shall, prior to the Closing Date, pay all taxes payable or accrued as of such date. Immediately after the Closing Date, the Merging Credit Union shall file all final tax returns, whether state or federal, and shall pay the liabilities thereon. As soon as practical after the Closing Date, Merging Credit Union shall deliver tax releases or closing statements from all applicable taxing authorities.

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Section 4.07. Merging Credit Union is not a party to any written or oral:

- (A) Contract for the employment of any officer or individual employee.
- (B) Contract with any labor union.
- (C) Continuing contract for the purchase of merchandise, materials, supplies or equipment except for normal purchases made pursuant to purchase orders in the ordinary course of business.
- (D) Pension, profit sharing, or retirement plan presently in effect with respect to Merging Credit Union's employees or others.
- (E) Contracts for the purchase of capital assets or for their construction.
- (F) Contracts for the purchase of ordinary course of business.

All contracts, agreements and leases to which the Merging Credit Union is a party are set forth in Exhibit B attached thereto and incorporated herein.

The Merging Credit Union has performed all of its obligations required to be performed by it under all contracts and agreements to which it is a party as of the Closing Date hereof, and neither the Merging Credit Union nor any other parties are in default under any contract, agreement, lease or any other document to which the Merging Credit Union is a party, except as the Merging Credit Union has disclosed. Between the date hereof and the Closing Date, the Merging Credit Union will not without the prior written consent of Continuing Credit Union, make any change, modification or alteration in any of its contracts, incur any further obligations or commitments, make any further additions to its properties, or further purchases of merchandise or equipment, except in the ordinary course of business or except to maintain its properties or equipment in normal operating condition.

Section 4.08. To the best of the Merging Credit Union's knowledge, there have been no significant material changes in the method of the conduct of the Merging Credit Union's business, nor have there been any material factors which could result in an adverse effect upon the Merging Credit Union.

Section 4.09. With respect to its loan portfolio, the Merging Credit Union has not violated any law, state or federal, including, but not limited to, Truth-In-Lending and/or the Federal Fair Credit Reporting Act, and the Merging Credit Union knows of no fact or facts other than those disclosed in writing and delivered to the Continuing Credit Union, which would materially affect the value of its loan portfolio.

Section 4.10. Merging Credit Union has in full force and effect policies of insurance of the types and in the amounts set forth in Exhibit C hereto attached and incorporated herein and will continue all of such insurance in full force and effect up to and including the Closing Date.

Section 4.11. There are no actions, suits, legal or administrative proceedings or investigations pending against the Merging Credit Union and to the best of the knowledge, information and belief of Merging Credit Union, no such proceedings or investigations are contemplated against Merging Credit Union and Merging Credit Union has complied with all laws, regulations and ordinances applicable to its business.

Section 4.12. Since the date of the last financial statement supplied to Continuing Credit Union hereunder, Merging Credit Union has not incurred any obligations or liabilities (absolute or contingent) except liabilities and obligations incurred in the ordinary course of business; declared or made any payment of dividends to its shareholders (members); mortgaged, pledged or subjected to lien, charge, or any other encumbrance any of its assets, tangible or intangible; sold transferred or disposed of any of its tangible assets or cancelled any debts or claims except in each case in the ordinary course of business; suffered any extraordinary losses or waived any rights of substantial value; or entered into any transaction other than in the ordinary course of business except those transactions specifically referred to in this Agreement, or specifically disclosed in writing to Continuing Credit Union.

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Section 4.13. No representation or warranty of Merging Credit Union omits or will omit any material fact necessary to make any representation or warranty made not misleading. The obligations, warranties and representations of Merging Credit Union contained in this Agreement shall be true on and as of the Closing Date as if specifically made thereon and shall survive the closing.

ARTICLE V

CONTINUING CREDIT UNION REPRESENTATIONS AND WARRANTIES

Section 5.01. Continuing Credit Union represents and warrants that Continuing Credit Union is a corporation duly organized, existing and in good standing under the laws of the State of Ohio; that Continuing Credit Union has full legal right, power and authority to purchase from Merging Credit Union all of the assets contemplated by this Agreement, on the terms and conditions contained in this Agreement; and that the execution and delivery of this Agreement and the performance by Continuing Credit Union of the conditions and obligations on its part to be performed by the Closing Date will be duly authorized by all necessary corporate action.

ARTICLE VI

CONDUCT OF BUSINESS PENDING CLOSING

Section 6.01. Merging Credit Union covenants that from the date hereof until the Closing Date its business will be conducted only in the ordinary course, diligently and in the same manner as heretofore; Merging Credit Union will not make any new loans or commitments to make loans; Merging Credit Union will use its best efforts to preserve its business intact; and Merging Credit Union will diligently try to collect its receivables. Merging Credit Union further covenants it will not enter into or assume any mortgage, security agreement, pledge, conditional sale or other title retention agreement, lien, encumbrance, or any change of any kind in any of its assets, whether now owned or hereafter acquired. Merging Credit Union further covenants that all of its equipment, machinery, fixtures and other property will be kept and maintained in as good condition, repair and working order as they now are, ordinary wear and tear expected, and Merging Credit Union will duly observe and conform to all terms and conditions upon or under which any of its property is held.

Section 6.02. Merging Credit Union shall give to Continuing Credit Union and to Continuing Credit Union's counsel, accountants, and other representatives, from and after the date hereof, full access at all reasonable times throughout the period prior to the Closing Date to the business premises and the agreements, records, files and affairs pertaining thereto and will furnish such documents and all such information concerning Merging Credit Union's business affairs as Continuing Credit Union may reasonably request.

Section 6.03. Merging Credit Union will not enter into any contracts or commitments for the future purchase of materials, supplies or equipment in excess of requirements for normal operating procedures, nor will Merging Credit Union grant any general wage increase, enter into any employment contract or make any change in the compensation of any officer or any employee without the prior written consent of Continuing Credit Union.

ARTICLE VII

SHAREHOLDERS MEETING

Section 7.01. Merging Credit Union will either call a meeting of its shareholders to be held prior to the Closing Date, or will obtain the written consent of a sufficient number of shareholders to

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comply with Ohio law, for the purpose of authorizing and approving this Agreement and the transactions contemplated hereby. Following favorable action by its shareholders, Merging Credit Union shall take all such other corporate action as is required by the laws of Ohio to consummate the transactions contemplated hereby.

ARTICLE VIII

AUTHORITY

Section 8.01. Continuing Credit Union and Merging Credit Union recognize and agree that the transaction contemplated by this Agreement may be subject to the regulatory authority of the State of Ohio. Both agree that it is an express condition precedent to the consummation of this Agreement that all approvals required by the State of Ohio (or by the federal government) shall be given.

ARTICLE IX

CLOSING DATE

Section 9.01. Subject to the terms and conditions contained in this Agreement, the closing of this transaction shall take place at Columbus, Ohio, on the 31st day of March, 1981, at 5 o'clock P..M., or at such other time or at such other place as shall be mutually agreed upon by the parties in writing. The term "Closing Date" as herein used shall mean the actual date on which the closing of this transaction shall occur.

Section 9.02. At the time and place above mentioned, Merging Credit Union shall deliver to Continuing Credit Union all of the cash, receivables, loan portfolio, assignments, bills of sale, insurance policies, resolutions adopted by the shareholders and directors of Merging Credit Union, certificates, and such other instruments or documents as may, in the opinion of counsel for Continuing Credit Union, be necessary to transfer to Continuing Credit Union the various assets and property to be sold and transferred hereunder.

Section 9.03. Also at the closing, Continuing Credit Union shall pay the purchase price as hereinabove specified.

10908-1439

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed
at Columbus, Ohio, as of March 31, 1981
year first above written.

Nationwide Credit Union
Continuing Credit Union

By William J. Johnston
President

And Kay E. Schultz
Secretary

National Casualty Employees Credit Union
Merging Credit Union

By Elen J. Bodenhorn
President

And Phyllis K. Phillips Vice President
(Acting) Secretary

EC908-1210

COMBINED STATEMENT OF FINANCIAL CONDITION

AS OF March 31, 1981

NAMES OF ACCOUNTS	Continuing CU Name <u>Nationwide Credit Union</u>	Merging CU Name <u>National Casualty Employees Credit Union</u>	Combined Balance Sheet
ASSETS			
Current Loans	44,359,720.09	148,785.16	44,508,505.25
Cash	511,609.70	7,852.46	519,462.16
Investments	3,930,740.71	50,756.86	3,981,497.67
All Other Assets			
ACUGA	440,664.38	--	440,664.38
Other Assets	371,422.05	287.00	371,709.05
TOTAL ASSETS	49,614,156.93	207,681.58	49,821,838.51
LIABILITIES AND EQUITY			
Notes Payable	--	500.00	500.00
Accounts Payable	96,448.12	--	96,448.12
Shares	46,774,078.31	185,300.98	46,959,579.29
Statutory Reserve			
All Other Reserves	2,416,160.72	13,322.56	2,429,483.28
Non-Filing	2,000.00	--	2,000.00
Undivided Earnings	296,392.55	3,201.42	299,593.97
Net Income (Loss)	29,077.23	5,156.62	34,233.85
TOTAL LIABILITIES & EQUITY	49,614,156.93	207,681.58	49,821,838.51
No. of Accounts/Loans			
No. of Potential Members			
Estimated Share Value	\$		

10907-1211

CERTIFICATE OF MERGER

The undersigned, respective Presidents and Secretaries of Nationwide Credit Union, ~~INC.~~
Nationwide Credit Union, Inc.,
 and National Casualty Employees Credit Union, Inc.,
 do hereby certify that the following is a signed Agreement of Merger Adopted by all of said
 corporations in the manner set forth below:

The undersigned, respective Presidents and Secretaries of Nationwide Credit Union, ~~INC.~~
Nationwide Credit Union, Inc.,
 and National Casualty Employees Credit Union, Inc.,
 which executed the attached Agreement of Merger, hereby certify that the attached Agreement of
 Merger was approved by the Boards of Directors of both of the constituent corporations pursuant
 to the provisions of Ohio Revised Code, Section 1702.43, and that approval was received by the
 Division of Securities of the State of Ohio, and that a vote of the shareholders is not necessary
 because of a waiver by the Supervisor of Credit Unions pursuant to the provisions of Ohio Revised
 Code, Section 1733.34. All of said Boards acted upon said Agreement of Merger at meetings called
 for such purpose on December 18, 1980
 and _____, respectively, at each of which meetings a quorum
 was present, and said Agreement of Merger was adopted by each of the respective Boards of
 Directors by the unanimous vote of the Directors present.

IN WITNESS WHEREOF, the undersigned have hereunto set their hands at _____
 _____, Ohio this 27th day of April, 19 81.

William J. Johnston
 President

Nationwide
Credit Union, INC.

Gay E. Schultz
 Secretary

Glen L. Boderhorn
 President

National Casualty Employees
Credit Union, Inc.

Phyllis K. Phillips Vice President
 (Acting) Secretary

APPROVED
 Division of Credit Unions
 Superintendent

Eugene F. Conkle

MAY 9 1981



EG968-1212

JAMES A. RHODES
Governor

J. GORDON PELTIER
Director of Commerce

STATE OF OHIO
Department of Commerce
Division of Credit Unions
899 East Broad Street Columbus, Ohio 43205

EUGENE F. CONKLE
Superintendent

Telephone:
Area Code 614-466-2384

May 8, 1981

CORRESPONDENCE

The Honorable Anthony J. Celebrezze, Jr.
Secretary of State
State Office Tower
30 East Broad Street
Columbus, Ohio 43215

Re: NATIONAL CASUALTY CREDIT UNION *unq.*

Dear Sir:

We enclose herewith the Merger Agreement of the NATIONAL CASUALTY CREDIT UNION and the NATIONWIDE CREDIT UNION, INC. and the credit union's check in the amount of \$25.00 for filing fee of same.

Pursuant to Section 1733.34, Ohio Credit Union Act, the membership meetings for the both credit unions have been waived.

Please forward the Merger Agreement, after processing, to: William I. Johnston, President and General Manager, Nationwide Credit Union, Inc., One Nationwide Plaza, Columbus, Ohio 43216. *←*

Yours truly,

Eugene F. Conkle
Eugene F. Conkle,
Superintendent

EFC:ilh

Enclosures (2)

