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# State of Idaho

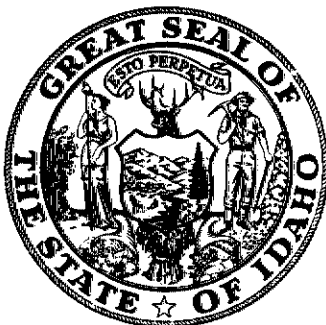
## Department of State

### CERTIFICATE OF MERGER OR CONSOLIDATION

I, PETE T. CENARRUSA, Secretary of State of the State of Idaho, hereby certify that duplicate originals of Articles of Merger of KLOMP ASSOCIATES, INC., an Idaho corporation, into PRIMARY HEALTH/KLOMP ASSOCIATES, INC., an Idaho corporation, duly signed and verified pursuant to the provisions of the Idaho Business Corporation Act, have been received in this office and are found to conform to law.

ACCORDINGLY and by virtue of the authority vested in me by law, I issue this certificate of merger, and attach hereto a duplicate original of the Articles of Merger.

Dated: February 22, 1995



*Pete T. Cenarrusa*  
SECRETARY OF STATE

By

*Sally I. Clark*

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SECRETARY OF STATE

## ARTICLES OF MERGER

Primary Health/Klomp Associates, Inc., an Idaho corporation ("Primary/Klomp") and Klomp Associates, Inc., an Idaho corporation ("Klomp Associates"), (collectively, the "Constituent Corporations") have agreed to a merger (the "Merger") pursuant to Section 30-1-71 of the Idaho Business Corporation Act (the "IBCA") and, subsequent to the approval by the Board of Directors of Primary/Klomp and Klomp Associates and by the shareholder of Klomp Associates in accordance with Section 30-1-71 and Section 30-1-73, respectively, of the IBCA, the Constituent Corporations have duly adopted these Articles of Merger.

### PLAN OF MERGER

**Section 1. The Merger.** (a) As of the Effective Time (as defined in Section 2) and subject to the terms and conditions provided herein, Klomp Associates shall be merged into Primary/Klomp (the "Merger"). Following the Merger, the separate existence of Klomp Associates shall cease, in accordance with Section 30-1-76 of the IBCA, and Primary/Klomp shall be the surviving corporation in the Merger (sometimes referred to herein as the "Surviving Corporation"), shall continue its corporate existence under the IBCA under the present name of Primary/Klomp and shall succeed to all rights, assets, liabilities and obligations of Klomp Associates in accordance with the IBCA.

(b) The Merger shall have the effects specified by the IBCA.

**Section 2. Effective Time.** As soon as is practicable subsequent to the fulfillment or waiver of the conditions set forth in Article VIII of the Agreement and Plan of Reorganization, dated as of February 15, 1995 (the "Plan of Reorganization"), and provided, that the Merger has not been terminated or abandoned pursuant thereto, the Constituent Corporations shall cause Articles of Merger (the "Articles of Merger") to be filed with the office of the Idaho Secretary of State as provided in Section 30-1-74 of the IBCA. Subject to and in accordance with the laws of the State of Idaho, the Merger shall become effective as of the date and time the Articles of Merger are filed with the office of the Idaho Secretary of State or such later time or date as may be specified in the Articles of Merger (the "Effective Time").

**Section 3. Articles of Incorporation.** The Articles of Incorporation of Primary/Klomp in effect immediately prior to the Effective Time shall be the Articles of Incorporation of the Surviving Corporation subsequent to the Effective Time.

**Section 4. Bylaws.** The Bylaws of Primary/Klomp in effect immediately prior to the Effective Time shall be the By-Laws of the Surviving Corporation subsequent to the Effective Time.

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**Section 5. Board of Directors.** From and subsequent to the Effective Time, the Board of Directors of Primary/Klomp shall be the Board of Directors of the Surviving Corporation, each director to hold office in accordance with the Articles of Incorporation and Bylaws of the Surviving Corporation.

**Section 6. Officers.** The officers of Primary/Klomp holding such positions immediately prior to the Effective Time shall be the officers of the Surviving Corporation, each to hold office in accordance with the Articles of Incorporation and Bylaws of the Surviving Corporation.

**Section 7. Conversion of Klomp Associates Shares.** As of the Effective Time, by virtue of the Merger and without any action on the part of any holder of any capital stock of Klomp Associates:

(a) All shares of common stock, no par value per share, of Klomp Associates ("Klomp Associates Common Stock") that are authorized but unissued or which are owned by Primary Health or any subsidiary of Primary Health or Klomp Associates shall be canceled and no consideration shall be delivered in exchange therefor.

(b) Each remaining issued and outstanding share of Klomp Associates Common Stock shall be converted into, and become exchangeable for that number of shares of validly issued, fully paid and nonassessable common stock, no par value per share, of Primary Health ("Primary Health Common Stock") set forth in Section 7(c) in addition to certain other consideration as provided in the Plan of Reorganization.

(c) In consideration for the exchange of Klomp Associates Common Stock, the following table sets forth the name of the shareholder of Klomp Associates (the "Shareholder"), the number of shares of Klomp Associates Common Stock held by the Shareholder prior to the Merger, the number of shares of Primary Health Common Stock to be issued to the Shareholder in the Merger and the cash to be paid to the Shareholder for fractional and odd-lot shares in the Merger.

	Klomp Associates Common Stock Prior to Merger	Primary Health Common Stock Issued in Merger	Cash Payment for Fractional and Odd-lot Shares	Net Shares Primary Health Common Stock at Closing	Net Cash for Fractional and Odd-Lot Shares at Closing
G. Robert W. Klomp Shares	100	20,000		20,000	
G. Robert W. Klomp Cash			0.00		0.00

**Section 8. Status of Primary/Klomp Shares.** As of the Effective Time, by virtue of the Merger and without any action on the part of any holder of any capital stock of Primary/Klomp, each issued and outstanding share of common stock of Primary/Klomp shall continue unchanged and remain outstanding as a share of common stock of the Surviving Corporation.

**Section 9. Exchange of Stock Certificates.** (a) On or prior to the Closing Date (as defined in the Plan of Reorganization), Primary Health shall make available to Elam & Burke (the "Exchange Agent") the certificates representing shares of Primary Health Common Stock required to effect the exchange referred to in Section 7(b). Primary Health also shall make available to the Exchange Agent the cash, if any, required to make the cash payments in lieu of fractional shares referred to in Section 7(c). Shares of Primary Health Common Stock into which shares of Klomp Associates Common Stock shall be converted in the Merger shall be deemed to have been issued as of the Effective Time.

(b) At the Closing (as defined in the Plan of Reorganization), the Shareholder shall surrender to the Exchange Agent each certificate, which immediately prior to the Effective Time represented outstanding shares of Klomp Associates Common Stock, and receive in exchange therefor a certificate or certificates representing the number of whole shares of Primary Health Common Stock into which such Shareholder's shares of Klomp Associates Common Stock were converted pursuant to Section 7(b) and cash pursuant to Section 7(c). If any certificate for shares of Primary Health Common Stock is to be issued in a name other than that in which the certificate, which immediately prior to the Effective Time represented shares of Klomp Associates Common Stock, surrendered in exchange therefor is registered, it shall be a condition of such exchange that the Shareholder shall pay any transfer or other taxes required by reason of the issuance of certificates for such shares of Primary Health Common Stock in a name other than that of the registered holder of any such certificate surrendered.

**Section 10. Closing of Transfer Books.** As of the Effective Time, the stock transfer books of Klomp Associates shall be closed and no transfer of shares of Klomp Associates Common Stock shall thereafter be made.

### **SHAREHOLDER VOTE**

As of the Closing Date, there were 100 shares of capital stock of Klomp Associates issued and outstanding, all of which capital stock was voted in favor of the Merger in accordance with Section 30-1-73 of the IBCA. The vote of the Primary/Klomp shareholder was not required in connection with the Merger in accordance with Section 30-1-73(d) of the IBCA.

Executed this 20 day of February, 1995.

PRIMARY HEALTH/KLOMP  
ASSOCIATES, INC.


By: Shane M. Kelly  
Shane M. Kelly, President

By: Mike Roe  
Mike Roe, Secretary

STATE OF IDAHO )  
 ) ss.  
County of Ada )

I, Shelia R.L. Pfeiffer, a notary public, do hereby certify that on this 20 day of February, 1995, personally appeared before me SHANE M. KELLY, who, being by me first duly sworn, declared that he is the President of PRIMARY HEALTH/KLOMP ASSOCIATES, INC., that he signed the foregoing Articles of Merger as President of the corporation, and that the statements therein contained are true.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year in this certificate first above written.

  
 Notary Public for Idaho  
 Residing at Boise, Idaho  
 My commission expires 3-11-98

STATE OF IDAHO )  
 ) ss.  
County of Ada )

I, Trila R. L. Huffer a notary public, do hereby certify that on this 20 day of February, 1995, personally appeared before me MIKE ROE, who, being by me first duly sworn, declared that he is the Secretary of PRIMARY HEALTH/KLOMP ASSOCIATES, INC., that he signed the foregoing Articles of Merger as Secretary of the corporation, and that the statements therein contained are true.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

Trila R. L. Huffer  
Notary Public for Idaho  
Residing at Boise, Idaho  
My commission expires 3-11-98

Executed this 21st ~~20th~~ day of February, 1995.

KLOMP ASSOCIATES, INC.

By: G. Robert W. Klomp MD  
Name: G. Robert W. Klomp  
Title: President

By: Dorothy Klomp  
Name: Dorothy Klomp  
Title: Secretary

STATE OF IDAHO )  
 ) ss.  
County of Ada )

I, Steve Detmer, a notary public, do hereby certify that on this <sup>21st</sup>~~20th~~ day of February, 1995, personally appeared before me G. ROBERT W. KLOMP, who, being by me first duly sworn, declared that he is the President of KLOMP ASSOCIATES, INC., that he signed the foregoing Articles of Merger as President of the corporation, and that the statements therein contained are true.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

Steve Detmer  
Notary Public for Idaho  
Residing at Boise  
My commission expires 3-17-97

STATE OF IDAHO )  
 ) ss.  
County of Ada )

I, Steve Detmer, a notary public, do hereby certify that on this <sup>21st</sup>~~20th~~ day of February, 1995, personally appeared before me DOROTHY KLOMP, who, being by me first duly sworn, declared that he is the Secretary of KLOMP ASSOCIATES, INC., that she signed the foregoing Articles of Merger as Secretary of the corporation, and that the statements therein contained are true.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

Steve Detmer  
Notary Public for Idaho  
Residing at Boise  
My commission expires 3-17-97