

46167

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 DIRK T. CARLSON, M.D., P.A., an Idaho corporation, file number C 106796, into FORT STREET OB-GYN CENTER, P.A., an Idaho corporation, file number C 46167, duly executed 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 29, 1996



Pete T. Cenarrusa
SECRETARY OF STATE

By

[Signature]

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Dated: December 29, 1995.

"SURVIVING CORPORATION"

FORT STREET OB-GYN, P.A.
an Idaho Corporation

By Leslie G. Pool
Leslie Glenn Pool, M.D., President

ATTEST:

Dennis Carter
Dennis Carter, M.D., Secretary

"MERGING CORPORATION"

DIRK T. CARLSON, P.A.,
an Idaho corporation

By Dirk T. Carlson
Dirk T. Carlson, M.D., President

ATTEST:

Pamela P. Carlson
Pamela Carlson, Secretary

PLAN AND AGREEMENT OF MERGER

FORT STREET OB-GYN CENTER, INC.
("Surviving Corporation")

AND

DIRK T. CARLSON, M.D. P.A.
("Merging Corporation")

PLAN AND AGREEMENT OF MERGER

This Agreement, effective this ___ day of December, 1995, is made by and between Fort Street OB-GYN, P.A., an Idaho Corporation (the "Surviving Corporation") and Dirk T. Carlson, P.A., an Idaho corporation (the "Merging Corporation"). The Merging Corporation and the Surviving Corporation are sometimes referred to as the "Constituent Corporations".

RECITALS

A. The Surviving Corporation was validly organized and is currently in good standing under the laws of the State of Idaho.

B. The Merging Corporation was validly organized and is currently in good standing under the laws of the State of Idaho.

C. The Surviving Corporation has authorized capital of 5,000 shares of voting common stock with \$1- par value. The Surviving Corporation's capital stock prior to the merger is owned as follows:

Shareholder's Name	Certificate No.	Class of Stock	Number of Shares
Leslie Glenn Pool, M.D.		Common	100
Dennis Carter, M.D.		Common	85
Clyde Gerhard, M.D.		Common	100
Alan R. Swajkoski, M.D.		Common	40

D. The Merging Corporation has authorized capital of 100,000 shares of voting common stock with no par value. The Merging Corporation's stock prior to the merger is owned as follows:

Shareholder's Name	Certificate No.	Class of Stock	Number of Shares
Dirk T. Carlson, M.D.	1	Common	30,000

E. The parties intend by this Agreement to set forth the terms and conditions of a "reorganization" under Sections 368 (a) (1) (A) and 368 (a) (2) (E) of the Internal Revenue Code of 1986, as amended.

F. The board of directors of each of the Constituent Corporations deem it advisable and in the best interests of the corporations and their stockholders that the Merging Corporation merge with and into the Surviving Corporation in accordance with the provisions of the

applicable statutes of the state of Idaho and have, therefore, entered into this agreement of merger.

NOW, THEREFORE, the parties agree as follows:

ARTICLE 1 MERGER AND REORGANIZATION

1.1 Agreement of Merger. The Constituent Corporations agree to merge into a single corporation which shall be Fort Street OB-GYN Center, P.A., the Surviving Corporation pursuant to the laws of the State of Idaho.

a. The Constituent Corporations further agree upon and prescribe the terms and conditions of the merger, the mode of carrying it into effect and the manner and basis of converting the shares of the Merging Corporation into shares of Surviving Corporation.

b. On the effective date of the merger, the Merging Corporation shall be merged into the Surviving Corporation and the separate existence of the Merging Corporation shall cease. The Constituent Corporations shall become a single corporation named Fort Street OB-GYN Center, P.A., an Idaho corporation.

1.2. Articles of Incorporation of Surviving Corporation. The articles of incorporation of the Surviving Corporation which are attached as Exhibit "A" shall be the post-merger articles of incorporation until amended in accordance with the laws of the State of Idaho. The articles of incorporation may be certified separately from this agreement as the post-merger articles of incorporation of the Surviving Corporation.

1.3. By-laws of Surviving Corporation. The by-laws of the Surviving Corporation in effect immediately prior to the effective date of the merger shall continue to be the by-laws of the Surviving Corporation until altered or repealed in the manner provided by the laws of the state of Idaho. The by-laws are attached as Exhibit "B".

1.4. Directors and Officers of Surviving Corporation. The directors and officers of the Surviving Corporation immediately prior to the effective date of the merger shall continue to be the directors and officers of the Surviving Corporation, to hold office for the terms specified in the by-laws of the Surviving Corporation and until their respective successors are duly elected and qualified.

ARTICLE 2
EFFECT OF MERGER ON OUTSTANDING SHARES

2.1. Manner and Basis of Conversion. The treatment of the ownership of the shares of the Surviving Corporation and the manner of converting the ownership of shares of the Merging Corporation into shares of the Surviving Corporation shall be as follows:

a. Each share of common stock of the Surviving Corporation which is issued and outstanding immediately prior to the effective date of the merger shall not be affected, converted or exchanged as a result of the merger, and shall continue to be one (1) fully paid and nonassessable share of the Surviving Corporation's common stock with no par value.

b. The shares of common stock of the Merging Corporation which are issued and outstanding immediately prior to the effective date of the merger shall, by virtue of the merger, be converted into and become, without action on the part of the holders of such common stock, sixty five (65) shares of the fully paid and nonassessable shares of common stock of the Surviving Corporation. Surviving Corporation will absorb all of the Merging Corporations assets and assume and be fully responsible for all debts, encumbrances and obligations of Merging Corporation, as set forth on the financial records of Merging Corporation, as of the date of the merger.

2.2. Exchange of Shares of Merging Corporation. As soon as practicable after the effective date of the merger, the holders of outstanding certificates of common stock of the Merging Corporation shall be entitled, upon surrender of the same by the holders for cancellation as directed by the Surviving Corporation, to receive new certificates for the number of shares of common stock of the Surviving Corporation to which they are entitled. Upon issuance of new certificates, the stock of the Surviving Corporation will be held as follows:

Name of Shareholder	Pre-merger Certificate Number	Shares	Class	Total Shares
Leslie Glenn Pool, M.D.		100	None	100
Dennis Carter, M.D.		85	None	85
Clyde Gerhard, M.D.		100	None	100
Alan R. Swajkoski, M.D.		40	None	40
Dirk T. Carlson, M.D.	1	30,000	Common	65

2.3 Effective Date. The effective date of the merger provided for by this agreement shall be January 1, 1996.

ARTICLE 3
POST MERGER RESTRICTIONS

3.1. Fort Street Stock Delivery--Carlson. Dirk T. Carlson, M.D., (Carlson) hereby acknowledges and agrees that the sixty-five (65) shares of the common stock of Surviving Corporation delivered as consideration in this merger shall be restricted as follows:

a. Upon close of this merger, Carlson shall receive fifteen (15) shares of Surviving Corporation without restriction.

b. The remaining fifty (50) shares of Surviving Corporation shall be held in Trust, by counsel to Surviving Corporation and delivered to Carlson ten (10) shares per year on the anniversary date of the close of this merger. Carlson shall be the beneficial owner of all shares held in Trust, and be entitled to vote the same.

3.2. Stock Redemption Agreement. All shares delivered to Carlson shall be subject to the terms and conditions of the Stock Redemption Agreement dated December 18, 1989, between Surviving Corporation and its shareholders, a copy of the Redemption Agreement is attached hereto as Exhibit "C" and incorporated herein.

(1) Carlson acknowledges that the Stock Redemption Agreement restricts his ability to transfer stock in the Surviving Corporation until all shares held in Trust are delivered to Carlson and Carlson has completed the purchase of additional shares pursuant to 3.4 below and any lifetime transfer of such stock by Carlson until the completion of the purchase pursuant to 3.4 shall result in a twenty-five percent (25%) discount on the value of such stock.

3.3. Termination of Employment-Stock Purchase and Payment. In the event that Carlson terminates his relationship with Surviving Corporation, he acknowledges and agrees that any and all stock of Surviving Corporation which is held in Trust at the date of termination shall be paid by Surviving Corporation, under the terms of this Merger Agreement, ten (10) shares per year commencing on the anniversary date of termination, and continuing thereafter until paid in full.

3.4. Stock Option to be Granted Carlson. Carlson shall be given a stock option to purchase an additional thirty-five (35) shares of common stock in Surviving Corporation for the sum of Forty Thousand Dollars (\$40,000). The option shall commence after the entire balance of the shares held in Trust pursuant to 3.1.b have been distributed to Carlson and continue for a period of five (5) years; provided however, that in no event shall any payment to Surviving Corporation by Carlson be paid after the completion of the fifth

year after delivery of the Surviving Corporation's stock held in Trust to Carlson. The option price shall be payable in three (3) equal annual installments and shall bear no interest. Carlson shall have the right to accelerate any payment under this option.

3.5. Employment Agreement. Surviving Corporation and Carlson shall enter into a contract for employment, a copy of the contract is attached hereto as Exhibit "D" and incorporated herein.

3.6. Real Estate Partnership Option. Carlson shall be granted an option to purchase an interest in the partnership owning certain real property located at 121 East Fort Street, Boise, Idaho. A copy of the option agreement is attached hereto as Exhibit "E" and incorporated herein.

ARTICLE 4 EFFECT OF MERGER

4.1. Corporate Identity. The corporate identity, existence, name, charter, purposes, powers, franchises, rights and immunities of Surviving Corporation shall continue unaffected and unimpaired by this merger.

The corporate identity, existence, name, charter, purposes, powers, franchises, rights and immunities of Merging Corporation shall be deemed fully and finally, and without any right of reversion, transferred to and vested in the Surviving Corporation, and the Surviving Corporation shall have and hold same in its own right as fully as the same was held by Merging Corporation.

4.2. Liabilities. On the effective date of this Merger, the Surviving Corporation shall become subject to all the debts, liabilities, obligations and duties of Merging Corporation as if the Surviving Corporation had itself incurred or become liable for them, and may be enforced against it to the same extent as if said debts, liabilities, obligations and duties had been originally incurred or contracted by it.

4.3. Assets. On the effective date, all property, real and personal and mixed, due to each of the Constituent Corporations on whatever account, including stock subscriptions as well as all other things belonging to each of the Constituent Corporations, shall be vested in the Surviving Corporation; and all property, assets, rights, privileges, powers, franchises and immunities, and every other interest shall be the property of the Surviving Corporation as they were of the respective constituent corporations, and the title to any real estate vested by deed or otherwise, in either of the constituent corporations, shall not revert or be in any way impaired by reason of the merger.

4.4. Creditor's Rights. All rights of creditors and all liens upon the property of the Surviving Corporation and the Merging

Corporation shall be preserved unimpaired, provided that any such lien upon the property of the Merging Corporation shall be limited to the property they affected immediately before the effective date.

4.5. Further Assurances. If at any time the merger becomes effective it shall appear to the Surviving Corporation that any further assignments or assurances are necessary or desirable to evidence the vesting in the Surviving Corporation of the title to any of the property or rights of the Merging Corporation, those persons who were the proper officers and directors of the Merging Corporation as of the effective date of the merger shall execute, acknowledge and deliver such assignments or other instruments and do such acts as may be necessary or appropriate to evidence the vesting of title to such property or rights in the Surviving Corporation. For such purposes, the capacity and authority of the Merging Corporation and the respective officers and directors of the Merging Corporation shall be deemed to be continuing.

4.6. Accounting. When the merger becomes effective, subject to such changes, adjustments or eliminations as may be made in accordance with generally accepted accounting principles, the assets and liabilities of the constituent corporations shall be recorded in the accounting records of the Surviving Corporation at the amounts at which they were carried at that time in the accounting records of the constituent corporations.

ARTICLE 5 APPROVALS

5.1. Shareholder Approvals. This Agreement of Merger shall be submitted to the shareholders of Surviving Corporation and Merging Corporation for approval and ratification. Shareholders shall be afforded rights as dissenting shareholders pursuant to Section 30-1-80 Idaho Code.

5.2. Regulatory Approvals. The parties agree that each party shall proceed to and cooperate fully to obtain any regulatory consents and approvals to satisfy the requirements prescribed by applicable law or regulation or which are otherwise desirable in connection with the completion of this merger.

ARTICLE 6 CONDITIONS PRECEDENT

6.1. Conditions Precedent to the Merger. This merger and reorganization is subject to and conditional upon the following:

a. Approval and ratification of this Plan and Agreement by the holders of a majority of the outstanding shares of Surviving Corporation and Merging Corporation;

b. Receipt of all approvals and consents, and satisfaction of all other requirements as are prescribed by applicable law in connection with this merger;

c. Issuance (unless waived by the parties hereto) of a favorable ruling by the Internal Revenue Service of the United States Treasury, in form and substance satisfactory to the parties and their counsel, with respect to the tax consequences to the parties and their shareholders resulting from this merger; and

d. Performance by each party hereto of all obligations under this Agreement.

ARTICLE 7 WARRANTIES

7.1. Representations and Warranties. The Surviving Corporation and the Merging Corporation each represent and warrant to the other that between the date of this agreement and the time when the Merger becomes effective, they will not enter into any employment contracts, grant any options or issue any stock or securities, or declare or pay any dividends in stock or cash, or make other distribution on or with respect to their outstanding stock, other than as set forth in this agreement.

7.2. Indemnification. Merging Corporation and Surviving Corporation hereby agree to indemnify and hold each other free and harmless from and against any and all undisclosed claims, liens, expenses, debts, demands, costs, contracts, liabilities, obligations, losses, suits, controversies, actions and causes of action, whether known or unknown, suspected, unsuspected or asserted, fixed or contingent, whether in law or equity, which any party now has, or later may have or claim to have against the parties hereto.

ARTICLE 8 TERMINATION

8.1. Events Causing Termination. This Plan and Agreement of Merger may be terminated at any time upon the occurrence of any of the following events:

a. By action of the boards of directors of the Surviving Corporation or the Merging Corporation at any time prior to the effective date of the merger whether before or after submission to their respective stockholders if, not later than January 1, 1996, the merger fails to obtain the requisite vote of the stockholders of the Surviving Corporation or of the stockholders of the Merging Corporation; or

b. If any of the conditions set forth in Article 6 are not fulfilled within a reasonable time, such reasonable time to be

determined by the majority of the boards of directors of each of the parties hereto, in their sole and absolute discretion; or

c. If any action, suit, proceeding or claim has been instituted, made or threatened, relating to the proposed merger which makes consummation of this merger inadvisable in the opinion of a majority of the Board of Directors of each party hereto.

Upon termination, this Plan and Agreement shall be void and of no further effect, and there shall be no liability by reason of this Plan and Agreement or the termination thereof on the part of the parties hereto or their respective directors, officers, employees, agents or shareholders.

8.2 Expenses of Merger. Upon consummation or termination, all of the expenses of this merger, including accountants fees and legal fees shall be borne by the Surviving Corporation

The undersigned officers have signed their names and have caused their respective corporate seals to be affixed to this page and agreement on 12.29, 1995.

"SURVIVING CORPORATION"

FORT STREET OB-GYN, P.A.
an Idaho Corporation

By Leslie Glenn Pool
Leslie Glenn Pool, M.D., President

"MERGING CORPORATION"

DIRK T. CARLSON, P.A.,
an Idaho corporation

By Dirk T. Carlson
Dirk T. Carlson, M.D., President

STATE OF IDAHO)
County of Ada) ss.

I, Penny Schraufnager, a notary public, do hereby certify that on this 29th day of December, 1995, personally appeared before me Leslie B. Pool, who, being by me first duly sworn, declared that he is the president of Fort Street OB-GYN, P.A., an Idaho professional association, that he signed the foregoing document as president of the corporation, and that the statements therein contained are true.

Penny Schraufnager
Notary Public for Idaho
Residing at Bowen Idaho
Commission Expires: 4-97

STATE OF IDAHO)
County of Ada) ss.

I, Penny Schraufnager, a notary public, do hereby certify that on this 29th day of December, 1995, personally appeared before me Dirk Carlson who, being by me first duly sworn, declared that he is the president of Dirk T. Carlson, M.D., P.A., an Idaho professional association, that he signed the foregoing document as president of the corporation, and that the statements therein contained are true.

Penny Schraufnager
Notary Public for Idaho
Residing at Bowen Idaho
Commission Expires: 4-97