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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 CHRISTINA L. ZAMPICH, A PROFESSIONAL PSYCHOLOGICAL CORPORATION, a California corporation into CHRISTINA L. ZAMPICH A PROFESSIONAL CORPORATION, an Idaho corporation, 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: June 14, 1996



Pete T. Cenarrusa
SECRETARY OF STATE

By *Sally Clark*

ARTICLES OF MERGER
OF

CHRISTINA L. ZAMPICH, A PROFESSIONAL PSYCHOLOGICAL CORPORATION
a California corporation

INTO

CHRISTINA L. ZAMPICH, A PROFESSIONAL CORPORATION
an Idaho corporation

The undersigned President of CHRISTINA L. ZAMPICH, A PROFESSIONAL CORPORATION, an Idaho corporation (the "Surviving Corporation"), and the undersigned President of CHRISTINA L. ZAMPICH, A PROFESSIONAL PSYCHOLOGICAL CORPORATION, a California corporation (the "Merging Corporation"), hereby certify as follows:

1. The Plan of Merger governing the merger of CHRISTINA L. ZAMPICH, A PROFESSIONAL PSYCHOLOGICAL CORPORATION, a California corporation into CHRISTINA L. ZAMPICH, A PROFESSIONAL CORPORATION, an Idaho corporation is attached hereto as Exhibit "A" and is incorporated herein by this reference.

2. a. As of the date of adoption of the Plan of Merger by its directors, the Surviving Corporation had not yet issued and had no outstanding shares of common stock.

b. As of the date of adoption of the Plan of Merger by its shareholders, the Merging Corporation has issued and outstanding one hundred (100) shares of common stock.

3. a. By a written consent dated May 21, 1996, the holders of all of the issued and outstanding shares of common stock of the Merging Corporation duly approved and adopted the Plan of Merger pursuant to Idaho Code §30-1-73.

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b. By a written consent dated June 7, 1996, the incorporator and sole member to be of the Board of Directors of the Surviving Corporation in formation duly approved and adopted the Plan of Merger pursuant to Idaho Code §30-1-73(a). Written consent and approval by the shareholders of the Surviving Corporation was not required by virtue of Idaho Code §30-1-73 (d)(1).

IN WITNESS WHEREOF, the undersigned have executed these Articles of Merger in an official and authorized capacity under penalty of perjury this 7th day of June, 1996.

Surviving Corporation

CHRISTINA L. ZAMPICH, A Professional Corporation
an Idaho corporation

By Christina L. Zampich
Christina L. Zampich, Its Incorporator, President

Merging Corporation

CHRISTINA L. ZAMPICH, A Professional Psychological Corporation
a California corporation

Christina L. Zampich
Christina L. Zampich, Its President

PLAN OF MERGER

PLAN OF MERGER, dated June 7, 1996 between CHRISTINA L. ZAMPICH, A Professional Corporation, an Idaho corporation (the "Surviving Corporation"), and CHRISTINA L. ZAMPICH, A Professional Psychological Corporation, a California corporation (the "Merging Corporation").

1. Parties. The name of the Merging Corporation is CHRISTINA L. ZAMPICH, A Professional Psychological Corporation, a California corporation. The name of the Surviving Corporation is CHRISTINA L. ZAMPICH, A Professional Corporation, an Idaho corporation. The parties hereby agree to merge in accordance with the applicable laws of the State of Idaho.

2. Outstanding Shares. As of the date of the approval of this Plan of Merger by the directors of the Surviving Corporation, the Surviving Corporation had not yet issued shares of common stock and the Merging Corporation had issued and outstanding 100 shares of common stock.

3. Terms and Conditions and Conversion of Shares. On the effective date of the merger, the Merging Corporation shall be merged with and into the Surviving Corporation, and the outstanding shares of the Merging Corporation shall be canceled, and each holder of shares of the Merging Corporation shall be entitled to receive, in exchange for each share of Merging Corporation stock held of record by such stockholder as of the effective date of the merger, one (1) share of the Surviving Corporation common stock. At and after the effective date of the merger, each holder of certificates theretofore representing shares of Merging Corporation stock upon presentation and surrender of one or more of such certificates to the Surviving Corporation, shall be entitled to receive in exchange therefor such certificates representing Surviving Corporation common stock, as such holder is entitled pursuant to this Section 3. No other cash, securities or property shall be payable with respect to said shares. The outstanding common stock of the Surviving Corporation, if any, shall remain outstanding and shall be unaffected by the merger.

4. Effect of Merger. When the merger has become effective in accordance with the provisions hereof:

a. The parties to this Plan of Merger shall be a single corporation which shall be the Surviving Corporation.

b. The separate existence of the Merging Corporation shall cease.

c. The Articles of Incorporation and Bylaws of the Surviving Corporation shall remain unchanged.

d. The Surviving Corporation shall thereupon and thereafter possess all the rights, privileges, immunities, and franchises, of a public or a private nature, of the Merging Corporation; and all property, real, personal and mixed, and all debts due on whatever account,

EXHIBIT "A"

including subscriptions to shares, and all other choses in action, and all and every other interest of or belonging to or due to the Merging Corporation, shall be taken and deemed to be transferred to and vested in the Surviving Corporation without further act or deed; and the title to any real estate, or any interest therein, vested in either of such corporations shall not revert or be in any way impaired by reason of such merger.

e. The Surviving Corporation shall thenceforth be responsible and liable for all the liabilities and obligations of each of the corporations so merged, subject to the terms of the Merger Agreement between the parties.

A. Effective Date. The effective date of the merger shall be the date on which Articles of Merger are filed with the Secretary of State of Idaho.

IN WITNESS WHEREOF, the parties hereto have caused this Plan of Merger to be duly executed on the date first above written.

Surviving Corporation

CHRISTINA L. ZAMPICH, A Professional Corporation
an Idaho corporation

By Christina L. Zampich
Christina L. Zampich, Its Incorporator, President

Merging Corporation

CHRISTINA L. ZAMPICH, A Professional Psychological Corporation
a California corporation

Christina L. Zampich
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1. Parties. The name of the Merging Corporation is CHRISTINA L. ZAMPICH, A Professional Psychological Corporation, a California corporation. The name of the Surviving Corporation is CHRISTINA L. ZAMPICH, A Professional Corporation, an Idaho corporation. The parties hereby agree to merge in accordance with the applicable laws of the State of Idaho.
2. Outstanding Shares. As of the date of the approval of this Plan of Merger by the directors of the Surviving Corporation, the Surviving Corporation had not yet issued shares of common stock and the Merging Corporation had issued and outstanding 100 shares of common stock.
3. Terms and Conditions and Conversion of Shares. On the effective date of the merger, the Merging Corporation shall be merged with and into the Surviving Corporation, and the outstanding shares of the Merging Corporation shall be canceled, and each holder of shares of the Merging Corporation shall be entitled to receive, in exchange for each share of Merging Corporation stock held of record by such stockholder as of the effective date of the merger, one (1) share of the Surviving Corporation common stock. At and after the effective date of the merger, each holder of certificates theretofore representing shares of Merging Corporation stock upon presentation and surrender of one or more of such certificates to the Surviving Corporation, shall be entitled to receive in exchange therefor such certificates representing Surviving Corporation common stock, as such holder is entitled pursuant to this Section 3. No other cash, securities or property shall be payable with respect to said shares. The outstanding common stock of the Surviving Corporation, if any, shall remain outstanding and shall be unaffected by the merger.
4. Effect of Merger. When the merger has become effective in accordance with the provisions hereof:
 - a. The parties to this Plan of Merger shall be a single corporation which shall be the Surviving Corporation.
 - b. The separate existence of the Merging Corporation shall cease.
 - c. The Articles of Incorporation and Bylaws of the Surviving Corporation shall remain unchanged.
 - d. The Surviving Corporation shall thereupon and thereafter possess all the rights, privileges, immunities, and franchises, of a public or a private nature, of the Merging Corporation; and all property, real, personal and mixed, and all debts due on whatever account,

including subscriptions to shares, and all other choses in action, and all and every other interest of or belonging to or due to the Merging Corporation, shall be taken and deemed to be transferred to and vested in the Surviving Corporation without further act or deed; and the title to any real estate, or any interest therein, vested in either of such corporations shall not revert or be in any way impaired by reason of such merger.

e. The Surviving Corporation shall thenceforth be responsible and liable for all the liabilities and obligations of each of the corporations so merged, subject to the terms of the Merger Agreement between the parties.

A. Effective Date. The effective date of the merger shall be the date on which Articles of Merger are filed with the Secretary of State of Idaho.

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Surviving Corporation

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an Idaho corporation

By Christina L. Zampich
Christina L. Zampich, Its Incorporator, President

Merging Corporation

CHRISTINA L. ZAMPICH, A Professional Psychological Corporation
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Christina L. Zampich
Christina L. Zampich, Its President