

**ARTICLES OF MERGER
AND AMENDMENT TO ARTICLES OF INCORPORATION
OF PCS OF BOISE, INC.**

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KNOW ALL MEN BY THESE PRESENTS: That PCS of Boise, Inc., an Idaho corporation ("PCS") and the surviving entity incident to the merger of Dynamed, LLC, an Idaho limited liability company, with and into PCS, does hereby deliver these Articles of Merger to the Idaho Secretary of State for filing pursuant to Idaho Code Section 30-1-1105.

a. **Plan of Merger:** Dynamed, LLC, an Idaho limited liability company, is hereby merged with and into PCS of Boise, Inc., an Idaho corporation, with PCS of Boise, Inc. being the surviving entity. On the effective date of the merger, Dynamed, LLC shall cease to exist. The Plan of Merger between PCS of Boise, Inc. and Dynamed, LLC is attached herewith and incorporated herein by reference (the "Merger").

b. **Approval of Merger:**

i. The Merger was approved, upon recommendation by the Board of Directors PCS of Boise, Inc., by the unanimous written consent of all of the shareholders of PCS of Boise, Inc. on March 29, 2004, pursuant to Idaho Code Section 30-1-1103. On the date of approval, there were two thousand (2,000) shares of common stock, no par value, of the Corporation issued and outstanding, representing all of the outstanding shares of capital stock of that corporation, all of which were voted in favor of the Merger.

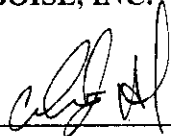
ii. The Merger was approved by the unanimous written consent of all of the members of Dynamed, LLC on March 29, 2004, pursuant to Idaho Code Section 53-662.

c. **Amendment to Articles of Incorporation:** Pursuant to the terms of the Plan of Merger, Article 1 of the Articles of Incorporation of PCS OF BOISE, INC. are amended, as of the effective date of the merger, to read in its entirety as follows:

"1. The name of the corporation is Dynamed, Inc."

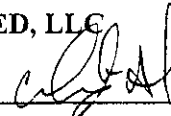
d. **Effective Date:** The merger shall be effective upon filing of the Articles of Merger with the Idaho Secretary of State.

PCS OF BOISE, INC.



By: Chris Hunt
Its: President

DYNAMED, LLC



By: Chris Hunt
Its: CEO

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AGREEMENT AND PLAN OF MERGER

THIS AGREEMENT AND PLAN OF MERGER, dated as of March 29, 2004, among **PCS OF BOISE, INC.**, an Idaho corporation and **DYNAMED, LLC**, an Idaho limited liability company ("Dynamed").

WITNESSETH:

WHEREAS, PCSB is a corporation duly organized and existing under the laws of the State of Idaho, and Dynamed is a limited liability company duly organized and existing under the laws of the State of Idaho; and

WHEREAS, the Board of Directors of PCSB and Members of Dynamed deem it advisable that Dynamed merge with and into PCSB, which shall be the surviving corporation, upon the terms and conditions set forth herein and in accordance with the laws of the State of Idaho, and that the ownership interests of Dynamed's members shall be converted upon such merger (the "Merger") as set forth herein.

NOW, THEREFORE, the parties hereto agree as follows:

SECTION 1

TERMS

1.1 At the Effective Time (as hereinafter defined) of the Merger, Dynamed shall be merged with and into PCSB, and PCSB shall be the surviving corporation (hereinafter sometimes called the "Surviving Corporation").

1.2 Membership interests of Dynamed shall be converted into shares of PCSB at the Effective Time in the following manner:

The single outstanding membership interest in Dynamed shall by virtue of the Merger and without any action by the holder thereof, be converted into one share of Common Stock of PCSB;

1.6 The outstanding membership certificate which immediately prior to the Effective Time represented ownership of Dynamed shall be cancelled, and a new certificate, representing one share of PCSB common stock, fully paid and nonassessable, shall be issued to the member of Dynamed. Immediately after the Effective Time, the transfer books of Dynamed will be deemed closed, and no transfer of membership interests shall thereafter be made or consummated.

1.7 If any certificate representing stock of PCSB is to be issued in a name other than that in which a surrendered certificate theretofore representing membership in Dynamed is registered, it shall be a condition of such issuance that the surrendered certificate shall be properly endorsed or otherwise in proper form for transfer, and that the person requesting such issuance shall either pay to PCSB or its transfer agents any transfer or other taxes required by reason of the issuance of a certificate or certificates representing PCSB stock in a name other than that of the

registered holder of the certificate surrendered, or establish to the satisfaction of PCSB or its transfer agents that such tax has been paid or is not applicable.

1.8 Unless otherwise provided for by the parties to this Agreement and Plan of Merger, upon and after the Effective Time of the Merger, the Surviving Corporation shall possess all the rights, privileges, powers and franchises, and be subject to all the restrictions, disabilities and duties, of Dynamed; and all rights, privileges, powers and franchises of Dynamed, and all property, real, personal and mixed, and all debts due to Dynamed shall be vested in and be the property of the Surviving Corporation; and all debts, liabilities and duties of Dynamed shall thenceforth attach to the Surviving Corporation and may be enforced against it to the same extent as if such debts, liabilities and duties had been incurred or contracted by it.

SECTION 2

EFFECTIVE TIME

2.1 Subsequent to the execution of this Agreement and Plan of Merger, Dynamed shall submit this Agreement and Plan of Merger to its member for his approval pursuant to the applicable provisions of the Idaho Limited Liability Company Act.

2.2 Following the approval of the Merger by the member of Dynamed and upon fulfillment or waiver of the conditions specified in Section 5.1 hereof, and provided that this Agreement and Plan of Merger has not been terminated and abandoned pursuant to Section 5.3 hereof, PCSB will cause Articles of Merger to be executed, acknowledged and filed with the Secretary of State of the State of Idaho as provided in Section 30-1-1105 of the Idaho Business Corporation Act.

2.3 The Merger shall become effective immediately upon the filing of the Articles of Merger with the Secretary of State of the State of Idaho (the date and time of such filing being herein sometimes referred to as the "Effective Time").

SECTION 3

COVENANTS AND AGREEMENTS

3.1 Dynamed (i) shall present this Agreement and Plan of Merger for adoption or rejection by written consent of the members of Dynamed; (ii) shall furnish to such members such documents and information in connection therewith as is required by law, and (iii) shall recommend approval of this Agreement by such members.

3.2 PCSB (i) shall not, prior to the Effective Time of the Merger, without obtaining the written consent of Dynamed, permit any change in the Certificate of Incorporation of PCSB or its capital stock.

3.3 Unless otherwise provided for by the parties to this Agreement and Plan of Merger, PCSB as the Surviving Corporation shall be liable for all the obligations of Dynamed outstanding as of the Effective Time and hereby expressly assumes all such obligations as of the Effective Time.

3.4 At the Effective Time, the Certificate of Incorporation of PCSB shall be amended to change the name of PCSB to Dynamed.

SECTION 4

CERTIFICATE OF INCORPORATION, BYLAWS AND BOARD OF DIRECTORS OF SURVIVING CORPORATION

4.1 The Certificate of Incorporation of PCSB as constituted at the Effective Time shall thereafter be the Certificate of Incorporation of the Surviving Corporation, until it shall be amended as provided by law; *provided, however*, that Article 1 of the Articles of Incorporation of PCSB, at the Effective Time and upon the filing of the Certificate of Merger, shall be amended to read as follows:

1. The name of the corporation is Dynamed, Inc.

4.2 The Bylaws of PCSB as in effect at the Effective Time, but subject to alteration, amendment or repeal from time to time by the Board of Directors or the stockholders of the Surviving Corporation, shall govern the Surviving Corporation.

4.3 From and after the Effective Time the directors and officers of the Surviving Corporation shall consist of those persons serving as directors and officers of PCSB, and in their respective positions, to hold office until the expiration of their current terms, or their prior resignation, removal or death.

SECTION 5

CONDITIONS, AMENDMENTS, TERMINATION AND MISCELLANEOUS

5.1 The respective obligations of PCSB and Dynamed to consummate the Merger under this Agreement and Plan of Merger are subject to the following conditions, any and all of which may be waived by PCSB and Dynamed:

(a) All third-party consents which are required in order to consummate the Merger and to effectuate the contemplated transactions incidental or related thereto shall have been obtained.

(b) The stockholders of PCSB and member of Dynamed shall have adopted and approved this Agreement and Plan of Merger.

5.2 This Agreement and Plan of Merger may be terminated and the Merger may be terminated and abandoned for any reason by resolution adopted by the Board of Directors of PCSB and the member of Dynamed at any time prior to the Effective Time, even though this Agreement and Plan of Merger shall have been approved by the Stockholders of PCSB and member of Dynamed.

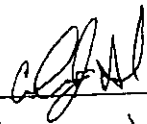
5.3 From time to time on and after the Effective Time, each party hereto agrees that it will execute and deliver or cause to be executed and delivered all such further assignments, assurances or other instruments, and shall take or cause to be taken all such further actions as may be necessary or desirable to consummate the Merger provided for herein and the other transactions contemplated by this Agreement and Plan of Merger.

5.4 This Agreement and Plan of Merger shall be construed under and in accordance with the laws of the State of Idaho.

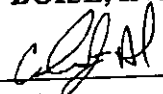
5.5 This Agreement and Plan of Merger shall be binding upon and inure to the benefit of the respective successors and assigns of the parties hereto.

5.6 For the convenience of the parties hereto, this Agreement and Plan of Merger may be executed in separate counterparts, each of which, when so executed, shall be deemed to be an original, and all such counterparts when taken together shall constitute but one and the same instrument.

DYNAMED, LLC


 By: Chris Hunt
 Its: CEO

PCS OF BOISE, INC.


 By: Chris Hunt
 Its: CEO