

State of Idaho

Department of State.

CERTIFICATE OF MERGER OR CONSOLIDATION

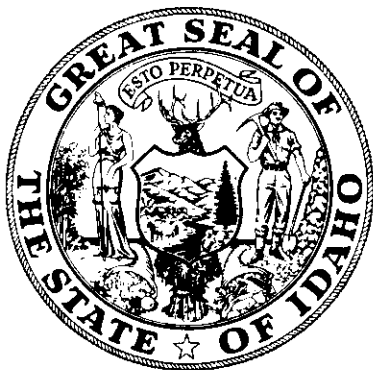
I, PETE T. CENARRUSA, Secretary of State of the State of Idaho hereby certify that duplicate originals of Articles of Merger of _____

JOHN L. MARTIN, M.D., ASSOCIATED, a Texas Corporation

into JOHN L. MARTIN, M.D., P.A., 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 September 1, 19 82.



Pete T. Cenarrusa

SECRETARY OF STATE

Corporation Clerk

SEP 1 6 34 AM '82
STATE OF IDAHO

ARTICLES OF MERGER
OF JOHN L. MARTIN, M.D., ASSOCIATED
INTO
JOHN L. MARTIN, M.D., P.A.

Pursuant to the provisions of Section 30-1-77 of the Idaho Business Corporation Act, the undersigned domestic and foreign corporations adopt the following Articles of Merger for the purpose of merging them into one of such corporations:

FIRST: The names of the undersigned corporations and the States under the laws of which they are organized are John L. Martin, M.D., P.A., an Idaho corporation, and John L. Martin, M.D., Associated, a Texas corporation.

SECOND: The laws of the State of Texas under which the Merging Corporation is organized permit such merger.

THIRD: The name of the surviving corporation is John L. Martin, M.D., P.A. and it is to be governed by the laws of the State of Idaho.

FOURTH: The following Plan of Merger was approved by the shareholder of the undersigned domestic corporation in the manner prescribed by the Idaho Business Corporation Act, and was approved by the undersigned foreign corporation in the manner prescribed by the laws of the State of Texas under which it is organized:

PLAN AND AGREEMENT OF MERGER

Between

John L. Martin, M.D., P.A.
An Idaho Corporation
(The Surviving Corporation)

and

John L. Martin, M.D., Associated
A Texas Corporation
(The Merging Corporation)

PLAN AND AGREEMENT OF MERGER, dated May 3, 1982,
between John L. Martin, M.D., P.A., an Idaho corporation

(hereinafter referred to as "P.A.", and sometimes referred to as the "Surviving Corporation"), and John L. Martin, M.D., Associated, a Texas corporation (hereinafter referred to as the "Merging Corporation"), which two corporations are hereinafter sometimes referred to as the "Constituent Corporations".

FIRST

RECITALS

P.A. is validly organized, existing and in good standing under the laws of the State of Idaho. The Merging Corporation is validly organized, existing and in good standing under the laws of the State of Texas.

P.A. has an authorized capital of 10,000 shares of Common Stock with a par value of \$1.00 each, of which on the 3rd day of May, 1982, 10 shares were issued and outstanding.

The Merging Corporation has an authorized capital of 1,000 shares of Common Stock with a par value of \$1.00 each, of which on the date of execution of this Agreement 1,000 shares were issued and outstanding, and no shares were held in its treasury, and no shares were subject to stock options held by officers and employees.

The Boards of Directors of the Constituent Corporations deem it advisable and in the best interests of their respective corporations and stockholders that the Merging Corporation merge with and into P.A. in accordance with the provisions of applicable statutes of both the State of Idaho and the State of Texas, and have entered into this Agreement of Merger in connection with the merger.

SECOND

AGREEMENT OF MERGER

NOW, THEREFORE, The Constituent Corporations agree, each with the other, to merge into a single corporation which shall be John L. Martin, M.D., P.A., the Surviving Corporation, (whose articles of incorporation shall be amended in other respects as provided herein) pursuant to both the laws of the State of Idaho and the State of Texas, and agree upon and prescribe the terms and conditions of the statutory merger, the mode of carrying it into effect and the manner and basis of converting the shares of the Merging Corporation into shares of the Surviving Corporation, as herein set forth:

On the effective date of the merger, the Merging Corporation shall be merged with and into P.A. and the separate

existence of the Merging Corporation shall cease; the Constituent Corporations shall become a single corporation named "John L. Martin, M.D., P.A.", an Idaho corporation, which shall be the Surviving Corporation.

THIRD

ARTICLES OF INCORPORATION OF SURVIVING CORPORATION

The Articles of Incorporation of John L. Martin, M.D., P.A. which are set forth in Exhibit "A" to this Agreement, shall continue to be the Articles of Incorporation of the Surviving Corporation until amended in accordance with the Corporation Law of the State of Idaho.

Such Articles of Incorporation, as thus set forth, may be certified separately from this Agreement as the Articles of Incorporation of the Surviving Corporation.

FOURTH

BY-LAWS OF SURVIVING CORPORATION

The By-laws of John L. Martin, M.D., P.A. 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 law and such By-laws.

FIFTH

DIRECTORS AND OFFICERS OF SURVIVING CORPORATION

The Director and Officers of P.A. immediately prior to the effective date of the merger shall continue to be the Director 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.

SIXTH

MANNER AND BASIS OF CONVERSION OF SHARES

The treatment of the shares of P.A., the manner of converting the shares of the Merging Corporation into shares of common stock of the Surviving Corporation, shall be as follows:

1. Each share of Common Stock of P.A. 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 a par value of \$1.00 each.

2. Each share of the Merging Corporation's Common Stock which is 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 holder of such Common Stock, one (1) fully paid and nonassessable share of Common Stock of the Surviving Corporation. Each outstanding certificate for Common Stock of the Merging Corporation shall thereupon be deemed for all purposes to evidence ownership of the number of full shares of Common Stock of the Surviving Corporation into which the same shall have been converted at the rate set forth above.

3. As soon as practicable after the effective date of the merger, each holder of outstanding certificates for Common Stock theretofore issued by the Merging Corporation shall be entitled, upon surrender of the same by such holder 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 he is entitled.

SEVENTH

EFFECT OF MERGER

On the effective date of the merger, the Surviving Corporation shall possess all the rights, privileges, powers, and franchises of a public as well as a private nature of each of the Constituent Corporations, and shall become subject to all the restrictions, disabilities and duties of each of the Constituent Corporations and all of the singular rights, privileges, powers and franchises of each of the constituent Corporations. All property, real, personal and mixed, and debts due to each of the Constituent Corporations on whatever account, including stock subscriptions as well as all other things in action or 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 all and every other interest shall be thereafter 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; provided, however, that all of the creditors and liens upon any property of either of the Constituent Corporations shall be preserved unimpaired, and all

debts, liabilities, obligations and duties of the respective Constituent Corporations shall thenceforth attach to the Surviving Corporation, and may be enforced against it to the same extent as if said debts, liabilities, obligations and duties had been incurred or contracted by it.

If at any time after 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 Corporations, those persons who were 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 its officers shall be deemed to be continuing.

The Surviving Corporation agrees that it may be served with process in the State of Texas and irrevocably appoints the Secretary of State of Texas as its agent to accept service of process, in any proceeding for the enforcement of any obligation of the Merging Corporation arising prior to the effective date of the merger.

EIGHTH

ACCOUNTING AND STATED CAPITAL

When the merger becomes effective, subject to such changes, adjustments or eliminations as may be made in accordance with generally accepted accounting principles, (a) 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 shall be carried at that time in the accounting records of the Constituent Corporations, (b) the amount of stated capital with which the Surviving Corporation shall begin business immediately after the effective date of the merger is \$10,000.00.

NINTH

ABANDONMENT

Anything herein or elsewhere to the contrary notwithstanding, this Plan and Agreement of Merger may be abandoned by action of the Board of Directors of either P.A. 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 the merger fails to obtain the requisite vote of the stockholder of P.A. or of the stockholder of the Merging Corporation not later than May 10, 1982.

TENTH

REPRESENTATIONS AND WARRANTIES

P.A. and the Merging Corporation each represents and warrants to the other that between the date hereof and the time when the merger becomes effective they will not enter into any employment contracts, grant any stock options or issue any stock or securities, or declare or pay any dividends in stock or cash or make any other distribution on or with respect to their outstanding stock.

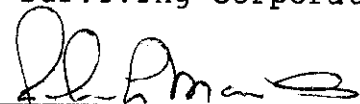
ELEVENTH

EFFECTIVE DATE

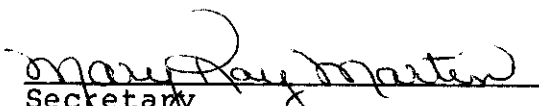
The effective date of the merger provided for by this Agreement shall be the date on which the last act prior to recording required to complete the merger under the laws of the States of Idaho and Texas.

IN WITNESS WHEREOF, the undersigned Officers have signed their names hereto and have caused their respective corporate seals of the Constituent Corporations to be affixed hereto the 3rd day of May, 1982.

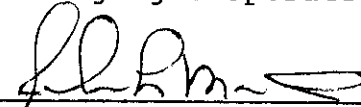
John L. Martin, M.D., P.A.
an Idaho corporation
(the "Surviving Corporation")

By: 
John L. Martin

ATTEST:


Secretary

John L. Martin, M.D., Associated
a Texas corporation
(the "Merging Corporation")

By: 
John L. Martin

ATTEST:


Secretary

FIFTH: As to each of the undersigned corporations, the number of shares outstanding, and the designation and number of outstanding shares of each class entitled to votes as a class on such Plan, are as follows:


<u>Name of Corporation</u>	<u>Number of Shares Outstanding</u>	<u>Entitled to Vote as a Class Number of Shares</u>
John L. Martin, M.D., Associated.	1,000	1,000
John L. Martin, M.D., P.A.	10	10


SIXTH: As to each of the undersigned corporations, the total number of shares voted for and against such Plan, respectively, are as follows:

<u>Name of Corporation</u>	<u>Number of Shares</u>	<u>Total Voted For</u>	<u>Total Voted Against</u>
John L. Martin, M.D., Associated		1,000	Ø
John L. Martin, M.D., P.A.		10	Ø

Dated: May 3, 1982.

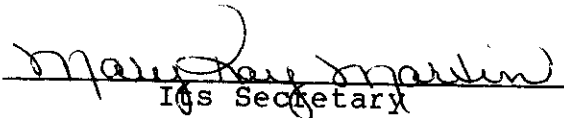
John L. Martin, M.D., Associated

By 
Its President

and 
Its secretary

John L. Martin, M.D., P.A.

By 
Its President

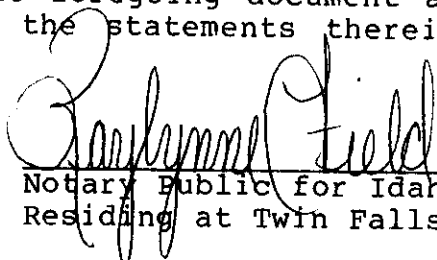
By 
Its Secretary

STATE OF IDAHO)
County of Twin Falls) ss.

I, Thomas G. Walker, Jr., a notary public, do hereby certify that on this 3rd day of May, 1982, personally appeared before me John L. Martin, who, being by me first duly sworn, declared that he is the President of John L. Martin, M.D., Associated, that he signed the foregoing document as President of the corporation, and that the statements therein contained are true.



KAYLYNNE FIELD
NOTARY PUBLIC - STATE OF IDAHO
Residing at Twin Falls, Idaho
Commission Expires 8-23-82

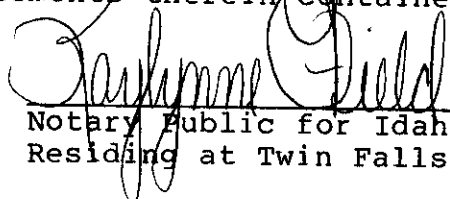

Notary Public for Idaho
Residing at Twin Falls, Idaho

STATE OF IDAHO)
County of Twin Falls) ss.

I, Thomas G. Walker, Jr., a notary public, do hereby certify that on this 3rd day of May, 1982, personally appeared before me John L. Martin, who, being by me first duly sworn, declared that he is the President of John L. Martin, M.D., P.A., that he signed the foregoing document as President of the corporation, and that the statements therein contained are true.



KAYLYNNE FIELD
NOTARY PUBLIC - STATE OF IDAHO
Residing at Twin Falls, Idaho
Commission Expires 8-23-82


Notary Public for Idaho
Residing at Twin Falls, Idaho