

## AGREEMENT OF MERGER

THIS JOINT AGREEMENT OF MERGER, Made as of the 31<sup>st</sup> day of December, 1971, by and between Medical Research Foundation of Idaho, Inc. (herein called "Research") and Medical Education Foundation, Inc., formerly the Idaho Foundation for Medicine & Biology, Inc. (herein called "Education"), and the respective Boards of Directors of each of said corporations, which corporations are herein sometimes called "the constituent corporations" and under which Agreement Education is to continue as the Surviving Corporation,

WITNESSETH:

WHEREAS, Research was created by Education to seek to establish certain research functions in Idaho and to have the premises for developing such Research activities, which research activities have not developed and it is the desire of the two corporations to consolidate as if Research had not been created,

NOW, THEREFORE, in consideration of the mutual agreements hereinafter contained, the parties represent, warrant and agree as follows:

1. Authorized membership: Both Research and Education are charitable corporations formed under Chapter 11 of Title 30, Idaho Code, religious, social and benevolent associations, and neither has issued any capital stock. The members of Research are three who are the directors, signators hereto. The members of Education are signators hereto. That there is no limitation in either corporation on the number of members who may join by paying the required dues.

2. Agreement to merge: The constituent corporations and their respective Boards of Directors deem it advisable for the best interests of each corporation and their members that Research be merged with and into Education as authorized by and pursuant to Section 30-151, 30-152, Idaho Code, and the other provisions of Chapter 1 of Title 30 of the Idaho Code authorizing mergers of corporations organized under the laws of the State of Idaho. Said merger shall be effective on the effective date as hereinafter set forth and such corporation shall be a single corporation thereafter. The terms and conditions of the merger and the mode of carrying the same into effect, and the manner and the basis of converting the membership of Research into membership of Education are, and shall be, as hereinafter set forth.

3. Surviving corporation: The parties hereby agree that Research be, and it hereby is, merged with and into Education to form a single corporation on the effective date of this merger as hereinafter defined. Education shall continue in existence as the corporation surviving the merger, and as such is hereinafter sometimes called the "Surviving Corporation". The Surviving Corporation shall be a domestic corporation under the laws of the State of Idaho.

4. Articles of incorporation: The certificate of incorporation of Education, as amended, shall upon the effective date of the merger be, and continue to be, until further amended as provided by law, the certificate of incorporation of the Surviving Incorporation, and the articles of incorporation of Education as amended, shall be the articles of incorporation of the Surviving Corporation, which articles of incorporation are made a part hereof as if set forth herein by reference thereto.

5. By-laws: The by-laws of Education in effect immediately prior to the date of this merger shall continue in effect as the by-laws of the Surviving Corporation, unless and until amended or repealed in the manner provided by law.

6. Board of directors: The Board of Directors of the Surviving Corporation shall be the Board as set forth in Exhibit "A" hereto, which is made a part hereof as if set forth herein in full. Each shall hold office until the next annual meeting of the members succeeding the effective date of the merger, or until the election and qualification of their respective successors.

7. Officers: The officers of the Surviving Corporation shall consist of those set forth in Exhibit "B" hereto, made a part hereof as if set forth in full herein. Such officers shall hold office until the next annual meeting of the directors following the meeting of members succeeding the effective date of the merger, or until the election and qualification of their respective successors.

8. Conversion of membership: The manner and the basis of converting or otherwise dealing with the membership of the members of each of the constituent corporations shall be that each member of Education shall continue to be a member hereof, as effective as if this merger had not occurred, and each member of Research shall become a member of Education effective as of the date hereof. Upon the effective date of this agreement, the membership of each member of Research shall be cancelled and they shall be deemed to have membership in the Surviving Corporation.

9. Consolidation of the corporations: On the effective date of the merger:

(a) The constituent corporations shall become one corporation, which shall be Education, the Surviving Corporation, and the separate existence of each of the other corporations shall cease, except insofar as continued by statute.

(b) The Surviving Corporation shall thereupon and thereafter possess all of the rights, privileges, powers, and franchises, public as well as of a private nature, of each of the constituent corporations, and all the property, real, personal or mixed, of each of the constituent corporations, and all of the debts due on whatsoever account

to any of them, including subscriptions, if any, for shares and all other things in action belonging to any of the constituent corporations, shall be taken and be deemed to be transferred to and vested in, or shall continue to be vested in, the Surviving Corporation, without further act or deed, and shall be thereafter as effectually the property of the Surviving Corporation as they were of the respective constituent corporations; and the title to any real property, or any interest therein, vested in any of the constituent corporations shall not revert or be in any way impaired by reason of the Merger.

(c) The Surviving Corporation shall henceforth be responsible for all of the liabilities and obligations of any of the constituent corporations in the same manner as if the Surviving Corporation had itself incurred such liabilities and obligations, but the liabilities of the constituent corporations, or of their members, directors, or officers, shall not be affected, nor shall the rights of creditors thereof, or of any person dealing with any of the constituent corporations, or any lien upon the property thereof (limited to liens to the property subjected thereto immediately prior to the effective date of the Merger) be impaired by the Merger. All claims existing or actions or proceedings pending by or against any of the constituent corporations shall be prosecuted to judgment as if the Merger had not taken place, or the Surviving Corporation may be proceeded against or substituted in its place, all as provided in the respective laws of the State of Idaho.

10. Approval of Agreement: This Agreement shall be submitted to the members of each of the constituent corporations at meetings called separately for that purpose, and the Merger shall become effective upon the approval of this Agreement and the Merger herein provided for by the requisite vote of the members of each of said corporations and the signing and acknowledging thereof with filing and recording of such documents as may be required under the laws of the State of Idaho. The term "effective date of this merger" shall be December 31st, 1971, subject to approval as required herein, which approval shall be given not later than the 31st day of December, 1971, the merger to be effective as of said date if approved.

11. Anything herein or elsewhere to the contrary notwithstanding, this Agreement and the Merger herein provided for may be terminated and abandoned at any time before it becomes effective, as provided in paragraph 10 hereof, without action by the members of any of the constituent corporations, by mutual consent of the boards of directors of the constituent corporations.

12. Amendment waiver, headings: This Agreement supersedes and cancels all prior agreements and other understandings, and no amendment or termination of this Agreement shall be binding unless executed in writing by all the parties hereto. A party, however, may agree to extend the time of performance of the obligations herein, waive any inaccuracies or other variations

herein, waive any compliance with any portion hereof, or waive any need of occurrence of any conditions herein set forth. The headings in this Agreement are purely for the convenience of the parties and shall not be considered parts of the Agreement. No waiver of any portion of this Agreement shall be deemed a waiver of any other portion nor a continuing waiver of the item waived.

13. Binding effect, counterpart originals: All the terms, agreements and provisions hereof shall be binding upon and inure to the benefit of the parties and their successors. For the convenience of filing and recording, this Agreement is to be executed in a number of counterparts, and each such counterpart shall be deemed an original instrument.

14. Governing law: It is the understanding of the parties that these articles of Merger must be executed in compliance with the laws of the State of Idaho, and the respective certificates hereafter made shall be in accordance with the laws of Idaho.

IN WITNESS WHEREOF, Each of the constituent corporations has caused its President and Secretary to sign their names hereto and affix their corporate seals hereto, as of the date of the certificate of each corporation's Secretary.

MEDICAL RESEARCH FOUNDATION  
OF IDAHO, INC.

By *H. Westerman Whillock*  
H. Westerman Whillock, President

ATTEST:

*T. H. Eberle*  
T. H. Eberle, Secretary

MEDICAL EDUCATION FOUNDATION, INC.

By *H. Westerman Whillock*  
H. Westerman Whillock, President


ATTEST:

*T. H. Eberle*  
T. H. Eberle, Secretary

STATE OF IDAHO     )  
                          ) ss  
County of Ada     )

On this 31<sup>st</sup> day of December, 1971, before me, the undersigned, a Notary Public in and for said State, personally appeared H. WESTERMAN WHILLOCK and T. H. EBERLE, known to me to be respectively the President and Secretary of Medical Research Foundation of Idaho, Inc. and Medical Education Foundation, Inc., each of said corporations being one of the corporations that executed the above and foregoing instrument, and acknowledged to me that each of such corporations executed the same, and that each of their actions of executing and acknowledging and delivering this instrument was duly authorized by the Board of Directors of each of such corporations.

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

IN WITNESS WHEREOF, the undersigned directors, being a majority of the Board of Directors of each of the constituent corporations and having voted in favor of entering into the foregoing merger agreement at directors' meetings of the respective constituent corporations duly called and regularly held for that purpose, have signed their names hereto and have caused the respective corporate seals of the constituent corporations to be affixed hereto, on the 15<sup>th</sup> day of December, 1971.

Donald J. ...

W.A. Chole

H. Westerman Whillcock

John Morgan

J.E. Kappel

Frank B. ...

Louis W. ...

Virgil Glushko

Hardley W. Glass

Loyce E. Kopan

Maryanne ...

Allen R. ...

S.C. ...

[Signature]

Austin M. ...

W.B. ...

The foregoing constituting a majority of the Board of Directors of Medical Education Foundation, Inc.

John Corlett

John H. ...

[Signature]

Paul ...  
John ...

S. Del ...

W.A. Chole

H. Westerman Whillcock

Constituting a majority of the Board of Directors of Medical Research Foundation of Idaho, Inc.

CERTIFICATE

KNOW ALL MEN BY THESE PRESENTS: That the undersigned, H. Westerman Whillock and T. H. Eberle, respectively President and Secretary of Medical Research Foundation of Idaho, Inc. and Medical Education Foundation, Inc. do hereby certify that:

(a) The foregoing Merger Agreement is that authorized, approved and adopted by each of said corporations as more fully set forth hereinafter.

(b) That said plan was approved at a consent meeting of the Board of Directors of each corporation held on the 15<sup>th</sup> day of December, 1971, at Boise, Idaho, which special consent meeting was called for that purpose.

(c) That written notice and a waiver and consent to the membership meeting was given to each member of each corporation calling the same to consider and approve said merger, not less than 20 days before the date of said meeting, in the manner provided by law and/or each member of each corporation specifically consented to the meeting on said date and that said notice set forth specifically the purpose for which said meeting was being held which was to approve the Merger Agreement, a copy of which Merger Agreement was presented to each member of each corporation.

(d) That at each meeting the members of each corporation so held, each of the members were allowed to vote in person, that all members were represented and all members voted in favor of said merger, and that such vote represented more than two thirds of the outstanding membership of each corporation, there being no classification of membership requiring vote by class.

(e) That due notice and consent to said Agreement was given that the same would be held at 8:00 P.M., December 20<sup>th</sup>, 1971, at 711 1/2 Bannock Street, Boise, Idaho, in accordance with law, notice being given for each corporation.

MEDICAL RESEARCH FOUNDATION  
OF IDAHO, INC.

By H. Westerman Whillock  
H. Westerman Whillock, President

ATTEST:

T. H. Eberle  
T. H. Eberle, Secretary

MEDICAL EDUCATION FOUNDATION, INC.

By H. Westerman Whillock  
H. Westerman Whillock, President

ATTEST:

STATE OF IDAHO        )  
                              ) ss  
County of Ada         )

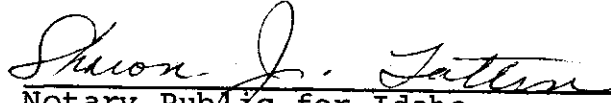
H. WESTERMAN WHILLOCK and T. H. EBERLE first being duly sworn severally, each for himself, on oath, deposes and says:

That each is the person who executed the foregoing certificate, that he has read the same and knows the contents thereof, and the matters stated therein are true to the best of his personal information and knowledge.

  
\_\_\_\_\_  
H. Westerman Whillock

  
\_\_\_\_\_  
T. H. Eberle

SUBSCRIBED AND SWORN To before me this 31st day of December, 1971.

  
\_\_\_\_\_  
Notary Public for Idaho  
Residing at Boise, Idaho