

# State of Idaho

## Department of State

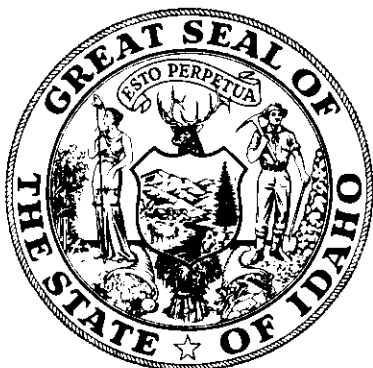
### CERTIFICATE OF MERGER OR CONSOLIDATION

I, PETE T. CENARRUSA, Secretary of State of the State of Idaho hereby certify that  
duplicate originals of Articles of Merger of \_\_\_\_\_  
JEFFREY L. CHANDLER D.P.M., INC.

into JEFFREY L. CHANDLER, D.P.M., P.A.,  
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 August 3, 19 83.



*Pete T. Cenarrusa*

SECRETARY OF STATE

\_\_\_\_\_  
Corporation Clerk

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ARTICLES OF MERGER  
OF DOMESTIC AND FOREIGN CORPORATIONS  
INTO  
SECRETARY OF  
STATE

JEFFREY L. CHANDLER, D.P.M., P.A.

An Idaho Corporation

Pursuant to the provisions of Section 30-1-77 of the Idaho Business Corporation Act, the undersigned domestic and foreign corporation 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 respectively organized are:

<u>Name of Corporation</u>	<u>State</u>
Jeffrey L. Chandler D.P.M., Inc.	California
Jeffrey L. Chandler D.P.M., P.A.	Idaho

SECOND: The laws of the State under which such foreign corporation is organized permit such merger.

THIRD: The name of the surviving corporation is Jeffrey L. Chandler, D.P.M., 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 shareholders 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 California under which it was organized and a copy of the Plan of Merger is attached hereto as Exhibit "A".

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 vote as a class on such Plan, are as follows:

PLAN AND AGREEMENT OF MERGER

Between

JEFFREY L. CHANDLER, D.P.M., P.A.  
An Idaho Corporation  
(The Surviving Corporation)

and

JEFFREY L. CHANDLER, D.P.M., INC.  
A California Corporation  
(The Merging Corporation)

PLAN AND AGREEMENT OF MERGER, dated July 1, 1983,  
between Jeffrey L. Chandler, D.P.M., P.A., an Idaho corporation  
(sometimes referred to as the "Surviving Corporation"), and  
Jeffrey L. Chandler, D.P.M., Inc., a California corporation,  
(hereinafter referred to as the "Merging Corporation"), which  
two corporations are hereinafter sometimes referred to as the  
"Constituent Corporations."

FIRST

RECITALS

Jeffrey L. Chandler, D.P.M., 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 California.

Jeffrey L. Chandler, D.P.M., P.A. has an authorized  
capital of 750 shares of Common Stock with a par value of \$100.00  
each, of which on July 1, 1983, five (5) shares were issued and  
outstanding.

The Merging Corporation has an authorized capital of  
750 shares of Common Stock with a par value of \$100.00 each, of  
which on the date of execution of this agreement, five (5) shares  
were issued and outstanding.

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 Jeffrey L. Chandler, D.P.M., P.A. in accordance  
with the provisions of applicable statutes of both the State of

**EXHIBIT A**

Idaho and the State of California, 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 Jeffrey L. Chandler, D.P.M., P.A., the Surviving Corporation, pursuant to the laws of both the State of Idaho and the State of California, 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 Jeffrey L. Chandler, D.P.M., P.A., and the separate existence of the Merging Corporation shall cease; the Constituent Corporation shall become a single corporation named "Jeffrey L. Chandler, D.P.M., P.A., an Idaho Corporation, which shall be the Surviving Corporation.

## THIRD

### BY-LAWS OF SURVIVING CORPORATION

The By-Law of Jeffrey L. Chandler, D.P.M., 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.

## FOURTH

### DIRECTORS AND OFFICERS OF SURVIVING CORPORATION

The Directors and Officers of Jeffrey L. Chandler,

D.P.M., P.A. immediately prior to the effective date of the merger shall continue to be the Directors 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.

#### FIFTH

##### TREATMENT OF SHARES OF MERGING CORPORATION

The shares of the Merging Corporation shall be cancelled upon the effective date of the merger, as provided herein.

#### SIXTH

##### 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 as effectually 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 of the Surviving Corporation of the title to any of the property or rights of the Merging Corporation, 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 California and irrevocably appoints the Secretary of State of California as its agent to accept service of process, in any proceeding for the enforcement of any obligation of the Merging Corporation arising in the State of California prior to the effective date of the merger, and in any proceeding for the enforcement of the rights of a dissenting shareholder of the Merging Corporation against the Surviving Corporation.

#### SEVENTH

#### ABANDONMENT

Anything herein or elsewhere to the contrary notwith-

standing, this Plan and Agreement of Merger may be abandoned by action of the Board of Directors of either the Surviving or the Merging Corporation at any time prior to the effective date of the merger, whether before or after submission to their respective stockholders.

EIGHTH

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 respective laws of the States of Idaho and California is performed.

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 1st day of July, 1983.

JEFFREY L. CHANDLER, D.P.M., P.A.  
An Idaho Corporation  
(The Surviving Corporation)

By Jeffrey L. Chandler, D.P.M., P.A.  
President

ATTEST:

Susan C. Chandler  
Secretary

JEFFREY L. CHANDLER, D.P.M., Inc.  
A California Corporation  
(The Merging Corporation)

By Jeffrey L. Chandler, Inc.  
President


ATTEST:

Susan C. Chandler  
Secretary

STATE OF IDAHO     )  
                              ) ss.  
County of Ada        )

On this 1st day of July, 1983, before me, the undersigned, a Notary Public in and for said State, personally appeared JEFFREY L. CHANDLER and SUSAN CHANDLER, known to me to be the President and Secretary, respectively, of JEFFREY L. CHANDLER, D.P.M., P.A., an Idaho corporation, said corporation being one of the corporations that executed the above and foregoing instrument, and acknowledged to me that the seal affixed to said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and said JEFFREY L. CHANDLER and SUSAN CHANDLER acknowledged said instrument to be the free act and deed of said corporation.


IN WITNESS WHEREOF, I have hereunto set my hand and affixed by official seal the day and year in this certificate first above written.

  
Notary Public for Idaho  
Residing at Boise, Idaho

STATE OF IDAHO     )  
                              ) ss.  
County of Ada        )

On this 1st day of July, 1983, before me, the undersigned, a Notary Public in and for said State, personally appeared JEFFREY L. CHANDLER and SUSAN CHANDLER, known to me to be the President and Secretary, respectively, of JEFFREY L. CHANDLER, D.P.M., Inc., a California corporation, said corporation being one of the corporations that executed the above and foregoing instrument, and acknowledged to me that the seal affixed to said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and said JEFFREY L. CHANDLER and SUSAN CHANDLER acknowledged said instrument to be the free act and deed of said corporation.

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