

FILED

### Articles of Merger

In accordance with Section 347.725 of the Missouri Limited Liability Company Act and Section 53-663 of the Idaho Limited Liability Company Act, the undersigned hereby certifies on this 6th day of January, 2000, as follows:

(a) An Agreement and Plan of Merger was adopted on December 1, 1999, whereby PF GOLF LLC, an Idaho limited liability company (the "Idaho LLC") agreed to be merged into P.F. GOLF, L.L.C., a Missouri limited liability company (the "Missouri LLC"). The Idaho LLC and the Missouri LLC are the only constituent entities involved in this Merger.

(b) The Agreement and Plan of Merger has been authorized and approved by all of the members of the Idaho LLC and the Missouri LLC in accordance with Section 347.720 of the Missouri Limited Liability Company Act and Section 53-662 of the Idaho Limited Liability Company Act.

(c) The surviving entity is the Missouri LLC, namely "P.F. Golf, L.L.C., a Missouri limited liability company." The organizational documents of the surviving entity shall be the organizational documents of Missouri LLC.

(d) The effective date of the Merger is December 31, 1999.

(e) The executed Agreement and Plan of Merger is on file at the principal place of business of the Missouri LLC, 7777 Bonhomme Avenue, Suite 1210, St. Louis, Missouri 63105.

(f) A copy of the Agreement and Plan of Merger will be furnished by the Missouri LLC, on request and without cost, to any member of the Missouri LLC or the Idaho LLC.

(g) Since subsequent to this merger the Idaho LLC shall cease to exist and the Missouri LLC shall be the surviving business entity, the Missouri LLC:

(i) Agrees that it may be served with process in the State of Idaho in any proceeding for enforcement of any obligation of the Idaho LLC, as well as for enforcement of any obligation of the Missouri LLC arising from this merger; and

(ii) Appoints the Idaho Secretary of State of as its agent for service of process in any such proceedings provided that a copy of such process shall be mailed by the Idaho Secretary of State to the registered agent of the Missouri LLC at the following address:

Carl C. Lang, Registered Agent  
7733 Forsyth Avenue, 4th Floor  
Clayton, Missouri 63105

IDAHO SECRETARY OF STATE

01/07/2000 09:00  
CK: 10714 CT: 105106 BH: 279596

1 @ 30.00 = 30.00 MERGER # 2  
1 @ 20.00 = 20.00 EXPEDITE C # 3

W1778

IN WITNESS WHEREOF, the Idaho LLC and the Missouri LLC have executed these Articles of Merger as of the day and year first written above.

**IDAHO LLC:**

PF GOLF LLC, an Idaho  
limited liability company

By:   
DENNIS L. RYLL, M.D., Member

**MISSOURI LLC:**

P.F. Golf, L.L.C., a Missouri  
limited liability company

By:   
DENNIS L. RYLL, M.D., Member

## AGREEMENT AND PLAN OF MERGER

THIS AGREEMENT AND PLAN OF MERGER, dated effective the 6<sup>th</sup> day of January, 2000, is entered into and adopted by and between P.F. Golf, L.L.C., a Missouri limited liability company ("Missouri LLC"), and PF Golf, LLC, an Idaho limited liability company ("Idaho LLC").

WHEREAS, the members of Idaho LLC desire to move the situs of Idaho LLC to Missouri; and

WHEREAS, in order to accomplish the same, the members were required to form Missouri LLC and merge Idaho LLC into Missouri LLC; and

WHEREAS, the parties desire to merge Idaho LLC into Missouri LLC in the manner described in this Agreement; and

WHEREAS, for tax purposes, the members desire to continue the old partnership notwithstanding the merger and consistent with Section 1.708-1(b)(2) of the I.R.S. Regulations.

NOW, THEREFORE, in consideration of the mutual representations, covenants and conditions contained herein, the parties agree as follows:

1. Names.

A. Parties to the Merger. P.F. Golf, L.L.C., a Missouri limited liability company, and PF Golf, LLC, an Idaho limited liability company.

B. Surviving Entity. P.F. Golf, L.L.C., a Missouri limited liability company.

2. Terms and Conditions. On the Effective Date (as defined below); and pursuant to the Missouri Limited Liability Company Act, the Idaho Limited Liability Company Act and the Operating Agreement of Missouri LLC (the "Operating Agreement"), Idaho LLC shall be merged with and into Missouri LLC (the "Merger"), and Missouri LLC shall be the surviving entity. Subsequent to the Merger, the separate existence of Idaho LLC shall cease, and the assets, properties,

rights, privileges, immunities, debts, liabilities, obligations and all other interests of Idaho LLC shall be deemed to be transferred to, assumed by, and vested in Missouri LLC.

3. Manner and Basis of Converting Interests. The membership (and their respective interests) of Idaho LLC and Missouri LLC are identical. Therefore, the membership of Missouri LLC subsequent to the Merger shall remain as outlined in the Operating Agreement.

4. Organizational Documents. The parties have drafted the Operating Agreement in anticipation of the merger, and, therefore, no amendments to the Operating Agreement are necessary or desired.

5. Consolidation. Not applicable.

6. Other Provisions.

A. Effective Date. The Merger shall become effective on the date the Merger documents are filed with the Secretary of State of Missouri (the "Effective Date").

B. Counterparts. For the convenience of the parties and to facilitate the execution, filing and recording of this Agreement, if necessary, any number of counterparts hereof may be executed, and each such counterpart shall be deemed an original instrument, and all such counterparts taken together shall be a valid Agreement.

C. Governing Law. Except to the extent the laws of the State of Idaho apply to Idaho LLC, this Agreement shall in all respects be governed by and construed in accordance with the laws of the State of Missouri.

D. Amendment. The parties hereto, by mutual consent, may amend, modify or supplement this Agreement in such manner as may be agreed upon by them in writing at any time before the Effective Date of the Merger.

E. Certification. By their signatures to this Agreement, the undersigned certify that this Agreement and Plan of Merger has been authorized and approved in accordance with RSMo. Section 347.128.

F. Authorized Signatory. The undersigned authorize DENNIS L. RYLL, M.D., as Member, in behalf of both Missouri LLC and Idaho LLC, to execute all further documentation to be filed with the Missouri Secretary of State and Idaho Secretary of State in order to effectuate the Merger.

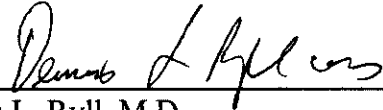
G. Continuation of Partnership For Tax Purposes. For tax purposes and consistent with Section 1.708-1(b)(2) of the I.R.S. Regulations, the parties and their members desire to continue the old partnership notwithstanding the merger and the separate ceasing of existence of Idaho LLC.

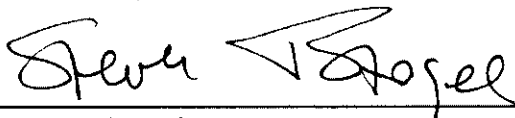
**[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]**

IN WITNESS WHEREOF, the undersigned have executed this Agreement and Plan of Merger as of the day and year first above written.

**P.F. GOLF, L.L.C.**, a Missouri  
limited liability company

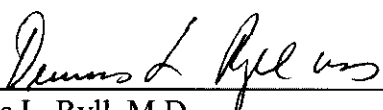
By All of Its Members:

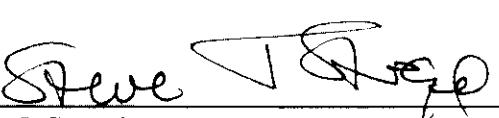
  
Dennis L. Ryll, M.D.

  
Steven J. Stogel

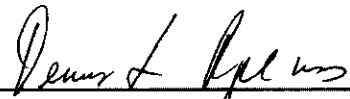
**PF GOLF, LLC**, an Idaho  
limited liability company


By All of Its Members:

  
Dennis L. Ryll, M.D.

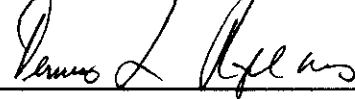
  
Steven J. Stogel

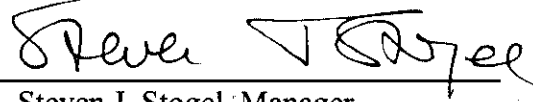
**ARBELA, L.L.C.**,  
a Missouri limited liability company

By:   
Dennis L. Ryll, M.D., Manager

By:   
Steven J. Stogel, Manager

**ARBELA, L.L.C.**,  
a Missouri limited liability company

By:   
Dennis L. Ryll, M.D., Manager

By:   
Steven J. Stogel, Manager