

ARTICLES OF MERGER OF TREASURE VALLEY HEARING AND BALANCE CLINIC, INC., WITH AND INTO TREASURE VALLEY HEARING AID CENTER, INC.

The undersigned domestic corporations do hereby execute the following Articles of Merger pursuant to Sections 30-1-1101, et seq., of the Idaho Business Corporation Act for the purpose of merging TREASURE VALLEY HEARING AND BALANCE CLINIC, INC., an Idaho corporation, with and into TREASURE VALLEY HEARING AID CENTER, INC., an Idaho corporation.

1. The name of each of the undersigned corporations and the state in which each is incorporated are as follows:

<u>Name of Corporation</u>	<u>State of Incorporation</u>
Treasure Valley Hearing and Balance Clinic, Inc.	Idaho
Treasure Valley Hearing Aid Center, Inc.	Idaho

2. The name which the Surviving Corporation is to have after the merger will be "TREASURE VALLEY HEARING AND BALANCE CLINIC, INC."

3. This merger is permitted under the laws of the State of Idaho. TREASURE VALLEY HEARING AND BALANCE CLINIC, INC., and TREASURE VALLEY HEARING AID CENTER, INC., have complied with the applicable provisions of the laws of the State of Idaho.

4. The AGREEMENT AND PLAN OF MERGER OF TREASURE VALLEY HEARING AND BALANCE CLINIC, INC., AND TREASURE VALLEY HEARING AID CENTER, INC., (the "AGREEMENT AND PLAN OF MERGER") is set forth in Exhibit 1 attached hereto and incorporated herein by reference.

5. The Board of Directors of TREASURE VALLEY HEARING AID CENTER, INC., the Surviving Corporation in the merger, approved and adopted the AGREEMENT AND PLAN OF MERGER by written consent on 15 December 2002 and directed that such document be submitted to a vote of its shareholders. The Board of Directors of TREASURE VALLEY HEARING AND BALANCE CLINIC, INC., approved and adopted the AGREEMENT AND PLAN OF MERGER by written consent on 15 December 2002 and directed that such document be submitted to a vote of its shareholders. The shareholders of TREASURE VALLEY HEARING AND BALANCE CLINIC, INC., and TREASURE VALLEY HEARING AID CENTER, INC., respectively, duly approved and adopted the AGREEMENT AND PLAN OF MERGER by written consent on 15 December 2002 in the manner prescribed by law.

6. The number of shares outstanding and the number of shares of each corporation entitled to vote on the AGREEMENT AND PLAN OF

ARTICLES OF MERGER OF TREASURE VALLEY HEARING AND BALANCE CLINIC, INC., WITH AND INTO TREASURE VALLEY HEARING AID CENTER, INC.

RECEIVED SECRETARY OF STATE  
08/05/2003 05:00  
CK: 10873 CT: 67348 BH: 694681  
1 @ 30.00 = 30.00 MERGER # 2

C136590

FILED EFFECTIVE

MERGER were as follows:

<u>Name of Corporation</u>	<u>No. of Shares Outstanding</u>	<u>No. of Shares Entitled to Vote</u>
Treasure Valley Hearing and Balance Clinic, Inc.	1000	1000
Treasure Valley Hearing Aid Center, Inc.	-2-	-2-

8. The Charter of TREASURE VALLEY HEARING AID CENTER, INC., will not be amended in conjunction with the merger.

9. These ARTICLES OF MERGER, and the AGREEMENT AND PLAN OF MERGER incorporated herein by reference, shall be effective as of 31 December 2002 pursuant to Section 30-1-1105 of the Idaho Business Corporation Act, and the merger therein contemplated shall be deemed to be completed and consummated at said time.

IN WITNESS WHEREOF, these ARTICLES OF MERGER have been signed by the President and Secretary (or Assistant Secretary) of TREASURE VALLEY HEARING AND BALANCE CLINIC, INC., and by the President and Secretary (or Assistant Secretary) of TREASURE VALLEY HEARING AID CENTER, INC., each thereunto duly authorized, as of the 15th day of December 2002.

TREASURE VALLEY HEARING AND BALANCE CLINIC, INC.

By: Jacquie Elcox  
Its: President

By: Jacquie Elcox  
Its: Secretary

TREASURE VALLEY HEARING AID CENTER, INC.

By: Jacquie Elcox  
Its: President

By: Jacquie Elcox  
Its: Secretary

ARTICLES OF MERGER OF TREASURE VALLEY HEARING AND BALANCE CLINIC, INC., WITH AND INTO TREASURE VALLEY HEARING AID CENTER, INC.-2

AGREEMENT AND PLAN OF MERGER OF TREASURE VALLEY HEARING AND  
BALANCE CLINIC, INC. WITH AND INTO TREASURE VALLEY HEARING AID  
CENTER, INC.

THIS AGREEMENT AND PLAN OF MERGER is made and entered into as of  
15 December 2002, by and between TREASURE VALLEY HEARING AND  
BALANCE CLINIC, INC. ("BALANCE"), a corporation organized and  
existing under the laws of the State of Idaho (BALANCE being  
hereinafter sometimes referred to as the "Merging Corporation")  
and TREASURE VALLEY HEARING AID CENTER, INC. ("HEARING AID"), a  
corporation organized and existing under the laws of the State of  
Idaho (HEARING AID being hereinafter sometimes referred, to as  
the "Surviving Corporation"), said two corporations being  
hereinafter sometimes referred to collectively as the  
"Constituent Corporations";

WHEREAS, the Board of Directors and Shareholders of each of the  
Constituent Corporations deem it advisable and in the best  
interests of the Constituent Corporations that BALANCE be merged  
with and into HEARING AID, with HEARING AID being the Surviving  
Corporation, under and pursuant to the laws of the State of Idaho  
and on the terms and conditions set forth herein;

NOW THEREFORE, the parties hereto agree as follows:

ARTICLE I-MERGER

1.1 BALANCE shall be merged with and into HEARING AID in  
accordance with the laws of the State of Idaho. The separate  
corporate existence of BALANCE shall thereby cease, and HEARING  
AID shall be the Surviving Corporation.

1.2 The name which the Surviving Corporation is to have after the  
merger shall be "Treasure Valley Hearing and Balance Clinic,  
Inc."

1.3 On the Effective Time (as defined in Section 2.1 below), the  
separate existence of the Merging Corporation shall cease. Except  
as herein otherwise specifically set forth, from and after the  
Effective Time the Surviving Corporation shall possess all of the  
rights, privileges, immunities and franchises, to the extent  
consistent with its Articles of Incorporation, of the Constituent  
Corporations. All the rights, privileges, powers and franchises  
of the Merging Corporation, of a public as well as of a private  
nature, and all property, real, personal, and mixed of the  
Merging Corporation, and all debts due on whatever account to it,  
including all choses in action and all and every other interest  
of or belonging to it, shall be taken by and deemed to be  
transferred to and vested in the Surviving Corporation without  
further act or deed; and all such property, rights, privileges,

AGREEMENT AND PLAN OF MERGER OF  
TREASURE VALLEY HEARING AND BALANCE CLINIC, INC.  
WITH AND INTO TREASURE VALLEY HEARING AID CENTER, INC.-1

**EXHIBIT 1**

immunities and franchises, of a public as well as of a private nature, and property of the Surviving Corporation as they were of the Merging Corporation.

1.4 From and after the Effective Time, the Surviving Corporation shall be subject to all the duties and liabilities of a corporation organized under the Idaho Business Corporation Act and shall be liable and responsible for all the liabilities and obligations of the Constituent Corporations. The rights of the creditors of the Constituent Corporations, or of any person dealing with such corporations, or any liens upon the property of such corporations, shall not be impaired by this merger, and any claim existing or action or proceeding pending by or against either of such corporations may be prosecuted to judgment as if this merger had not taken place, or the Surviving Corporation may be proceeded against or substituted in place of the Merging Corporation. Except as otherwise specifically provided to the contrary herein, the identity, existence, purposes, powers, franchises, rights immunities and liabilities of the Surviving Corporation shall continue unaffected and unimpaired by the merger.

## ARTICLE II-TERMS AND CONDITIONS OF THE MERGER

The terms and conditions of the merger shall be as follows:

2.1 The merger shall become effective the Effective Date of the Articles of Merger pursuant to Section 30-1-1105 of the Idaho Business Corporation Act. The time and date of such effectiveness is referred to in this Agreement as the "Effective Time."

2.2 Prior to the Effective Time, the Constituent Corporations shall take all such action as shall be necessary or appropriate in order to effect the merger. If at any time after the Effective Time, the Surviving Corporation shall determine that any further conveyance, assignment or other documents or any further action is necessary or desirable in order to vest in, or confirm to, the Surviving Corporation full title to all of the property, assets, rights, privileges and franchises of the Constituent Corporations, or either of them, the officers and directors of the Constituent Corporations shall execute and deliver all such instruments and take all such further actions as the Surviving Corporation may determine to be necessary or desirable in order to vest in and confirm to the Surviving Corporation title to and possession of all such property, assets, rights, privileges, immunities and franchises, and otherwise to carry out the purposes of this Agreement and Plan.

AGREEMENT AND PLAN OF MERGER OF  
TREASURE VALLEY HEARING AND BALANCE CLINIC, INC.  
WITH AND INTO TREASURE VALLEY HEARING AID CENTER, INC.-2

### ARTICLE III-CHARTER AND BYLAWS; DIRECTORS AND OFFICERS

3.1 The Articles of Incorporation of HEARING AID, as in effect immediately prior to the Effective Time, shall after the merger, continue to be the Articles of Incorporation of the Surviving Corporation until duly amended in accordance with law, and no change to such Articles of Incorporation shall be effected by the merger.

3.2 The Bylaws of HEARING AID, as in effect immediately prior to the Effective Time, shall, after the Bylaws of the Surviving Corporation until duly amended in accordance with law, and no change to such Bylaws shall be effected by the merger.

3.3 The persons who are the Directors and officers of HEARING AID immediately prior to the Effective Time shall, after the merger, continue as the Directors and officers of the Surviving Corporation without change, to serve, subject to the provisions of the Bylaws of the Surviving Corporation, until their successors have been duly elected and qualified in accordance with the laws of the State of Idaho and the Articles of Incorporation and Bylaws of the Surviving Corporation.

### ARTICLE IV-CONVERSION OF SHARES

4.1 The Surviving Corporation presently has issued an outstanding Two (2) shares of One Dollar (\$1.00) par value common stock. ("HEARING AID Common"), which shares of Common are the only outstanding shares of the Surviving Corporation.

4.2 The Merging Corporation presently has issued an outstanding One Thousand (1,000) shares of \$1 par value common stock.

4.3 At the Effective Time, each issued and outstanding share of BALANCE Common shall be converted into (0.098) share of HEARING AID Common. At the Effective Time, such issued and outstanding shares of BALANCE Common shall be converted into Nine Hundred and Eighty (980) shares of HEARING AID Common. At the Effective Time, each holder of an outstanding certificate or certificates theretofore representing shares of BALANCE Common may, but shall not be required to, surrender the same to the Surviving Corporation for cancellation or transfer, and each such holder or transferee will be entitled to receive certificates representing, (0.098) share of HEARING Common for every one (1) share of BALANCE previously represented by the stock certificates surrendered. Until so surrendered or presented for transfer, each outstanding certificate which prior to the Effective Time represented BALANCE Common shall be deemed and treated for all corporate purposes to represent the ownership of (0.098) share of HEARING AID Common. No other cash, shares, securities or

AGREEMENT AND PLAN OF MERGER OF  
TREASURE VALLEY HEARING AND BALANCE CLINIC, INC.  
WITH AND INTO TREASURE VALLEY HEARING AID CENTER, INC.-3

obligations will be distributed or issued upon conversion of  
BALANCE Common.

#### ARTICLE V-MISCELLANEOUS

5.1 Notwithstanding anything herein to the contrary, the Board of Directors of either of the Constituent Corporations may, in their sole discretion and at any time prior to the filing with the Secretary of State of Idaho of the necessary Articles of Merger giving effect to the merger, by resolution duly adopted, abandon the merger if it shall deem such action necessary, desirable and in the best interests of the respective Constituent Corporation. In the event of such determination and the abandonment of this Agreement and Plan pursuant to the provisions of this Paragraph 5.1, the same shall become null and void and shall have no further effect. Such termination shall not give rise to any liability on the part of either of the Constituent Corporations or its Directors, officers or shareholders in respect of this Agreement and Plan.

5.2 The Shareholders of BALANCE and HEARING AID dissenting to the Agreement and Plan shall be entitled, pursuant to the Idaho Business Corporation Act, to be paid the fair value of their shares upon compliance with such statutory sections.

5.3 This Agreement and Plan embodies the entire agreement between the parties hereto and there are no agreements, understandings, restrictions or warranties between the parties hereto other than those set forth herein or herein provided for.

IN WITNESS WHEREOF, this Agreement and Plan has been signed by the duly authorized officers of the Constituent Corporations pursuant to the authorization by the Board of Directors and Shareholders of the Constituent Corporations, all as of the day and year first above written.

TREASURE VALLEY HEARING AND BALANCE CLINIC, INC.

By: Jacqueline Elcox  
Its: President

TREASURE VALLEY HEARING AID CENTER, INC.

By: Jacqueline Elcox  
Its: President

AGREEMENT AND PLAN OF MERGER OF  
TREASURE VALLEY HEARING AND BALANCE CLINIC, INC.  
WITH AND INTO TREASURE VALLEY HEARING AID CENTER, INC.-4