State of California
Secretary of State

I, DEBRA BOWEN, Secretary of State of the State of California, hereby certify:

That the attached transcript of 2 page(s) is a full, true and correct copy of the original record in the custody of this office.

IN WITNESS WHEREOF, I execute this certificate and affix the Great Seal of the State of California this day of

DEC 22 2009

DEBRA BOWEN
Secretary of State
WESTERN SIERRA MEDICAL CLINIC, INC.
and MINERS COMMUNITY CLINIC, INC.
Agreement of Merger

This Agreement of Merger is entered into between WESTERN SIERRA MEDICAL CLINIC, INC. (C0731270), a California Nonprofit Public Benefit corporation (herein “Surviving Corporation”), and MINERS COMMUNITY CLINIC, INC. (C2354540), a California Nonprofit Public Benefit corporation (herein “Merging Corporation”).

Recitals

WHEREAS, Surviving Corporation is a California non-profit, public benefit, §501(c)(3) tax exempt corporation having no membership, with its principal place of business at 209 Nevada Street, Downieville, California, and whose Articles of Incorporation provide that its assets are irrevocably dedicated to charitable purposes; and

WHEREAS, Merging Corporation is a California non-profit, public benefit, §501(c)(3) tax exempt corporation having no membership, with its principal place of business at 1345 Whispering Pines Dr., Grass Valley, California, whose Articles of Incorporation provide that its assets are irrevocably dedicated to charitable purposes; and

WHEREAS, the Boards of Directors of Surviving Corporation and Merging Corporation have determined that execution of this merger will allow the combined organization to achieve greater efficiencies and economies of scale, and increased resources to meet the growing health care needs of their combined service areas;

NOW, THEREFORE, the parties agree to merge on the following terms and conditions:

1. Merger. Upon the merger becoming effective:

   a. In accordance with the statutory authority set forth in Section 6010 et. seq. of the California Corporation Code, Merging Corporation shall be merged into Surviving Corporation and the separate existence of Merging Corporation shall cease, except to the extent provided for under the laws of California; and

   b. Surviving Corporation shall thereupon possess all the rights, privileges and immunities of Merging Corporation, and all property, real, personal and mixed, and debts due on whatever account, and every other interest belonging to or due to Merging Corporation shall be deemed to be transferred
to and vested in Surviving Corporation, as the surviving corporation, without further act or deed; and

c. Surviving Corporation shall be responsible and liable for all of the liabilities and obligations of Merging Corporation, including any claim or action or proceeding pending by or against Merging Corporation.

2. Board of Directors Approval of Surviving Corporation. The Board of Directors of Surviving Corporation has formally and unanimously approved this corporate merger with Merging Corporation and this Agreement of Merger. Surviving Corporation is a non-membership corporation.

3. Board of Directors Approval of Merging Corporation. The Board of Directors of Merging Corporation has formally and unanimously approved this corporate merger with Surviving Corporation and this Agreement of Merger. Merging Corporation is a non-membership corporation.

4. Execution of Documents. Merging Corporation shall from time to time, as and when requested by Surviving Corporation, execute and deliver all such documents and instruments and take all such action necessary or desirable to evidence or carry out this merger.

5. File Date; Effective Date. The file date of the merger shall be the date this Agreement is filed with the California Secretary of State which shall be no later than December 25, 2009. The future effective date of this Merger shall be January 1, 2010.

6. Changes to the Surviving Corporation’s Board of Directors Upon Merger. Upon the effective date of this merger, the initial post-merger Board of Directors shall be expanded to eighteen (18) Directors and shall be comprised of the following individuals:

   (1) Anthony Halby  (10) Heather Foster  
   (2) Larry Allen  (11) Lee Adams  
   (3) Scott Browne  (12) Elizabeth Luster  
   (4) Docia Bostrom  (13) Anita Daniels  
   (5) Ingrid Larson  (14) Tom Morrissey  
   (6) Brandon Pangman  (15) Lupe Peterson  
   (7) Regine Miller  (16) Cynthia Schuetz  
   (8) Tim Beals  (17) Richard Kuhwarth  
   (9) Peter Villarreal  (18) Cookie Lyss

7. Changes to the Surviving Corporation’s Officers and Executive Committee Upon Merger.

   a. Upon the effective date of this merger, the initial post-merger officers of the Board of Directors shall be comprised of the following individuals:
b. In accordance with the existing Bylaws of Surviving Corporation, the Executive Committee of the Board of Directors shall consist of the aforementioned four (4) Board officers of the Corporation. In addition, the initial post-merger Executive Committee shall include Ingrid Larson as a fifth Executive Committee member who shall serve on the Executive Committee for a one-year term, subject to re-election for an additional two (2), one-year terms.

8. Amendments to the Articles of Incorporation of Surviving Corporation. There shall be no amendments to the Articles of Incorporation of Surviving Corporation as a condition of this merger.

9. Amendments to the Bylaws of Surviving Corporation. Upon merger, the Bylaws of Surviving Corporation will be amended as follows:

a. By revising Article III to read as follows:

“The Corporation’s service area shall include Sierra, Yuba and Nevada Counties in the State of California, and its surrounding areas, and other designated environs as the Board of Directors may, from time to time, approve.”

b. By revising Article VI, Section 1 to read as follows:

“The Board of Directors, all of whom shall be individuals who live or work in the Corporation’s service area, shall consist of at least (9) members, but not more than twenty five (25) members.”

c. By revising Article VI, Section 1(a) to read as follows:

“(a) User Members. At least fifty one percent (51%) of the Board Members must utilize the Corporation as their principal source of primary care and must have used the Corporation’s health services within the last two (2) years. A legal guardian of a user who is a dependent child or adult, or a legal sponsor of an immigrant, may serve as a user member on behalf of such user for Board composition purposes. User members of the Board, as a group, should reasonably represent the individuals being served by the Corporation in terms of factors such as ethnicity, race, and sex. The Board should be representative of the individuals served with respect to age and economic status.”
d. By revising Article XI, Section 1(a) to read as follows:

"(a) **Executive Committee.** The Executive Committee shall be comprised of the President, the Vice-President, the Secretary, the Treasurer and one additional Director nominated by the President and approved by a majority of the Board. The term of this additional, non-officer member shall be one year and may serve up to three consecutive terms. The Executive Committee shall convene as necessary and, under the direction of the full Board, shall act for the Corporation in all matters during the interim periods between meetings of the Board of Directors. The Executive Committee shall conduct the preliminary evaluation of the Executive Director and shall make recommendations to the full Board accordingly, and shall perform such other duties as may be requested from time to time by the full Board. In no event shall Directors appointed by another party comprise the majority of the Executive Committee. The Executive Director shall be an ex-officio, nonvoting member of the Executive Committee."

10. **Changes to the Corporate Officers of the Surviving Corporation.** Upon the effective date of this merger and subject to obtaining any required approval from the Federal Department of Health and Human Services arising from Surviving Corporation’s receipt of Federal grant funds, the initial corporate officers of Surviving Corporation shall be comprised of the following individuals:

<table>
<thead>
<tr>
<th>Position</th>
<th>Name</th>
</tr>
</thead>
<tbody>
<tr>
<td>Executive Director</td>
<td>Scott McFarland</td>
</tr>
<tr>
<td>Chief Medical Officer (CMO)</td>
<td>Frank Lang, Jr. MD</td>
</tr>
<tr>
<td>Chief Operating Officer (COO)</td>
<td>Mark Lang</td>
</tr>
<tr>
<td>Director of Nursing</td>
<td>Caroline Seyler</td>
</tr>
</tbody>
</table>

11. **Other Terms and Conditions.**

a. Upon merger, the Surviving Corporation’s health care policies shall be amended, as necessary, to include the following service commitments and objectives: (i) providing on-site medical care on a 24 hour, seven day a week basis in Downieville, regardless of a patient’s ability to pay or insurance status; (ii) maintaining the provision of clinical services previously provided by Merging Corporation in Nevada County; (iii) maintaining the provision of clinical services currently provided by Surviving Corporation in Sierra and Yuba Counties; (iv) maintaining and, where feasible, expanding its provision of medical services to the Yuba County foothill region, Alleghany, Camptonville, Pike and other outlying communities, as well as rural Nevada County communities; (v) maintaining its provision of medical services per its agreement with the Sierra County Jail and Sierra County Health and Human Services. In providing health care services, Surviving Corporation shall ensure that services required to be provided as a condition of Surviving Corporation’s status as a federally qualified health center ("FQHC") shall be
provided or otherwise made accessible to patients at each of Surviving Corporation's approved FQHC clinic sites.

b. Upon merger, Surviving Corporation shall maintain standard insurance coverages, including but not limited to, general liability Insurance, Director's and Officer's insurance and professional liability/malpractice insurance (and/or Federal Tort Claims Act coverage). In addition, the Surviving Corporation shall obtain and maintain appropriate "tail" coverage policies to cover pre-merger acts of Merging Corporation previously covered by insurance purchased on a "claims made" basis.

c. Upon merger, Surviving Corporation shall maintain accounts at Citizen's Bank comparable to accounts maintained by Merging Corporation as of the effective date of merger for so long as the loan agreements with Citizen's Bank, assumed by Surviving Corporation, remain in effect. Upon merger, Surviving Corporation shall continue to maintain the primary bank accounts of the Corporation with the Wells Fargo Branch in Downieville and/or it successor.

12. Authority to Sign. The parties executing this Agreement personally warrant that they have full authority to enter into this agreement on behalf of the entity for which they are signing, and that said entity will be legally bound to the agreement by their signature hereto.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized representatives.

Miners Community Clinic, Inc.
Dated: 12/17, 2009

By: [Signature]
Anthony Halby, President of the Corporation

By: [Signature]
Scott Browne, Secretary of the Corporation

Western Sierra Medical Clinic, Inc.
Dated: 12/16, 2009

By: [Signature]
Larry Allen, President of the Corporation

By: [Signature]
Carolyn Ingrid Larson, Secretary of the Corporation
Certificate of Approval
of
Agreement of Merger

Larry Allen and Carolyn Ingrid Larson certify that:

1. They are the president and the secretary, respectively, of WESTERN SIERRA MEDICAL CLINIC, INC., a California Nonprofit Public Benefit corporation which will be the Surviving Corporation.

2. The principal terms of the Agreement of Merger in the form attached were duly approved by the Board of Directors. The Surviving Corporation is a non-membership corporation without a corporate membership entitled to vote.

3. No other approvals are required.

4. The Attorney General of the State of California has been given notice of the merger.

We further declare under penalty of perjury under the laws of the State of California that the matters set forth in this certificate are true and correct of our own knowledge.

Date: 12/16/2009

[Signature]
Larry Allen, President

[Signature]
Carolyn Ingrid Larson, Secretary
Certificate of Approval
of
Agreement of Merger

Anthony Halby and Scott Browne certify that:

1. They are the president and the secretary, respectively, of MINERS COMMUNITY CLINIC, INC., a California Nonprofit Public Benefit corporation which will be the Merging Corporation.

2. The principal terms of the Agreement of Merger in the form attached were duly approved by the Board of Directors. The Merging Corporation is a non-membership corporation without a corporate membership entitled to vote.

3. No other approvals are required.

4. The Attorney General of the State of California has been given notice of the merger.

We further declare under penalty of perjury under the laws of the State of California that the matters set forth in this certificate are true and correct of our own knowledge.

Date: 12/19/09

[Signature]
Anthony Halby, President

[Signature]
Scott Browne, Secretary