

Filing Fee: \$50.00

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ARTICLES OF MERGER
OF DOMESTIC CORPORATIONS
INTO

Forest Farm Health Care Centre, Inc.

Pursuant to the provisions of Chapter 7-1.1 of the General Laws, 1956, as amended, the undersigned corporations adopt the following Articles of Merger for the purpose of merging them into one of such corporations:

FIRST: The following Plan of Merger was approved by the shareholders of each of the undersigned corporations in the manner prescribed by said Chapter 7-1.1:

(Insert Plan of Merger)

SECOND: As to each of the undersigned corporations, (except one whose shareholders are not required to approve the agreement under § 7-1.1-67, in which event that fact shall be set forth), 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:

Name of Corporation	Number of Shares Outstanding	Entitled to Vote as a Class	
		Designation of Class	Number of Shares
Forest Farm Health Care Centre, Inc.	125	Common	125
		No Par	
Forest Farm, Inc.	125	Common	125
		No Par	

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THIRD: As to each of the undersigned corporations, the total number of shares voted for and against such Plan, respectively, and, as to each class entitled to vote thereon as a class, the number of shares of such class voted for and against such Plan, respectively, are as follows:

Name of Corporation	Number of Shares				
	Total Voted For	Total Voted Against	Entitled to Vote as a Class		
			Class	Voted For	Voted Against
Forest Farm Health Care Centre, Inc.	125	0	Common	125	0
			No Par		
Forest Farm, Inc.	125	0	Common	125	0
			No Par		

FOURTH: Time merger to become effective (§ 7-1.1-69): December 31, 1986

Dated December 31, 1986

Forest Farm Health Care Centre, Inc.

By Karl H. Lyon Jr

Its President

and Karl H. Lyon Jr

Its Secretary

Forest Farm, Inc.

By Karl H. Lyon Jr

Its President

and Karl H. Lyon Jr

Its Secretary

STATE OF RHODE ISLAND

COUNTY OF

} So.

At 12:30 PM in said County on the 31st day of December 1936, before me personally appeared Karl H. Lyon Jr., who being by me first duly sworn, declared that he is the President of Forest Farm Health Care Centre, Inc., that he signed the foregoing document as such merger of the corporation, and that the statements therein contained are true.

Karl H. Lyon Jr.
Notary Public

(NOTARIAL SEAL)

STATE OF RHODE ISLAND

COUNTY OF

} So.

At 12:30 PM in said county on the 31st day of December 1936, before me personally appeared Karl H. Lyon Jr., who being by me first duly sworn, declared that he is the President of Forest Farm, Inc., that he signed the foregoing document as such merger of the corporation, and that the statements therein contained are true.

Karl H. Lyon Jr.
Notary Public

(NOTARIAL SEAL)

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AGREEMENT AND PLAN OF MERGER

Agreement and Plan of Merger dated this 31st day of December, 1986, by and between Forest Farm Health Care Centre, Inc., a Rhode Island corporation (hereinafter referred to either as "Health Care Centre" or "the surviving corporation"), and Forest Farm, Inc. a Rhode Island corporation (hereinafter referred to as "Inn").

W I T N E S S E T H:

WHEREAS, the authorized capital stock of Health Care Centre consists of 150 shares of common stock without par value of which 125 shares are issued and outstanding;

WHEREAS, the authorized capital stock of Inn consists of 1000 shares of common stock without par value of which 125 shares are issued and outstanding:

WHEREAS, the respective Boards of Directors of Health Care Centre and Inn have determined that it is advisable and in the best interest of such corporations and the shareholders of Inn that Inn be merged with and into Health Care Centre pursuant to the provisions of Chapter 7-1.1-65 of the General Laws of Rhode Island, 1956, as amended (the "General Laws") (the "Merger");

NOW, THEREFORE, in consideration of the mutual covenants, agreements and provisions herein contained,

(a) Health Care Centre and Inn do hereby agree that Inn shall

be merged with and into Health Care Centre, and that the terms and conditions of the Merger and the manner and basis of converting the shares of Inn into the shares of the surviving corporation shall be as follows:

1. At the Effective Time of the Merger (as hereinafter defined), Inn shall be merged with and into Health Care Centre under the laws of the State of Rhode Island. Health Care Centre shall be the surviving corporation, and the identity, existence, powers, objects, franchises, rights and immunities of Health Care Centre, shall be unaffected and unimpaired by the Merger. At the time the Merger becomes effective, the separate existence of Inn, except insofar as such separate existence may be continued by statute, shall cease.

2. The terms and conditions of the Merger are as follows:

2.1 At the Effective Time of the Merger, the Articles of Incorporation (the "Articles") and the bylaws of Health Care Centre as the same exist at the Effective Time of the Merger, shall be the Articles of Incorporation and the bylaws of the surviving corporation.

2.2 The directors of Health Care Centre at the Effective Time of the Merger shall continue to be the directors of the sur-

viving corporation until their successors are elected and qualified in accordance with the bylaws of the surviving corporation.

2.3 The officers of Health Care Centre at the Effective Time of the Merger shall continue in office as the officers of the surviving corporation. Each such officer shall hold office until their respective successors are elected and qualified in accordance with the bylaws of the surviving corporation.

2.4 At the Effective Time of the Merger, the surviving corporation shall thereupon and thereafter possess all of the rights, privileges, immunities and franchises, of a public as well as of a private nature, of Inn, and all property, real, personal and mixed, and all debts due on whatever account, including subscriptions to shares and all other choses in action, and all and every other interest of or belonging to or due shall be taken and deemed to be transferred to and vested in the surviving corporation without further act or deed; and the title to any real estate, or any interest therein, vested in Inn shall not revert or be in any way impaired by reason of the Merger, but shall be vested in the surviving corporation. The surviving corporation, shall thenceforth be responsible and liable for all the liabilities

and obligations of Inn; and any claim existing or action or proceeding pending by or against Inn may be prosecuted as if the Merger had not taken place, or the surviving corporation may be substituted in the place of Inn.

3. At the Effective Time of the Merger the outstanding shares of the capital stock of Inn, shall be converted into shares of the surviving corporation, in the following manner:

3.1 At the Effective Time of the Merger, the 125 shares of issued and outstanding common stock of Inn shall be converted into 125 shares of common stock of the surviving corporation. Karl H. Lyon, Jr. who now owns 75 shares of the common stock of Inn, shall be issued 75 shares of the common stock of the surviving corporation, and his Inn stock shall be canceled. Ernest Coggeshall who now owns 50 shares of the common stock of Inn, shall be issued 50 shares of the surviving corporation, and his Inn stock shall be canceled. The 125 shares of common stock of Health Care Centre now owned by Inn shall be canceled.

4. At such time as this Agreement and Plan of Merger has been approved by the Boards of Directors of Health Care Centre and Inn, and the shareholders of Inn and upon execution and acknowledgment of the same, Articles of Merger shall be executed and filed with the Secretary of State of Rhode Island in accordance with Chapter 7-1.1 of the General Laws together with a copy of this Agreement and Plan of Merger as authorized, approved, signed and acknowledged.

5. To the extent permitted by law, from time to time as and when requested by the surviving corporation, or by its successors or assigns, Inn, shall execute, seal and deliver, or cause to be executed, sealed and delivered, all such deeds and instruments, or to take or cause to be taken, such further or other actions as the surviving corporation may deem necessary or desirable, in order to vest in and confirm to the surviving corporation title to, and possession of, any property of Inn acquired by reason of and as a result of the Merger and otherwise to carry out the intent and purposes hereof; and the proper officers and directors of Inn and the proper officers and directors of Health Care Centre are fully authorized in the name of Inn or otherwise to taken any and all such action.

6. The Effective Time of the Merger shall be such time as Articles of Merger are filed with the Secretary of State of Rhode Island.

IN WITNESS WHEREOF, Forest Farm Health Care Centre, Inc. and Forest Farm, Inc., pursuant to the approval and authority given by their respective Boards of Directors,

have by their respective presidents executed these presents and have caused the same to be attested to by their respective assistant secretaries.

FOREST FARMS HEALTH CARE CENTRE,
INC.

By: Karl H. Lynch
President

FOREST FARM, INC.

By: Karl H. Lynch
President

At 11:30 PM in said County on the 21st
day of December 1976, before me personally appeared
Karl H. Lynch, Jr., who being by me first duly
sworn, declared that he is the President of
Forest Farm Inc that he signed the foregoing document as such
Forest Farm Health Care of the corporation, and that the statements
Centre, Inc therein contained are true.

Karl H. Lynch
Notary Public