

Filing fee: \$50.00

**ARTICLES OF MERGER  
OF DOMESTIC AND FOREIGN CORPORATIONS  
INTO**

VNA Technicare, Inc.

Pursuant to the provisions of Section 7-1.1-70 of the General Laws, 1956, as amended, the undersigned domestic and foreign corporations 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>
1340 VNA Technicare, Inc.	Rhode Island
VNA Equipment & Supply Co., Inc.	Massachusetts

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

THIRD: The name of the surviving corporation is VNA Technicare, Inc.

and it is to be governed by the laws of the State of Rhode Island

FOURTH: The following Plan of Merger was approved by the shareholders of the undersigned domestic corporation in the manner prescribed by Chapter 7-1.1 of the General Laws, 1956, as amended, and was approved by the undersigned foreign corporation in the manner prescribed by the laws of the State under which it is organized:

(Insert Plan of Merger)

Agreement of Merger is attached hereto

Rec'd & Filed OCT 29 1993

08 08 50 01 07 109

8B#9  
108351

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:

<u>Name of Corporation</u>	<u>Number of Shares Outstanding</u>	<u>Entitled to Vote as a Class</u>	
		<u>Designation of Class</u>	<u>Number of Shares</u>
VNA Technicare, Inc.	1,000	None	
VNA Equipment & Supply Co., Inc.	100	None	

SIXTH: 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:

<u>Name of Corporation</u>	<u>Total Voted For</u>	<u>Total Voted Against</u>	<u>Number of Shares</u>		
			<u>Entitled to Vote as a Class</u>		
			<u>Class</u>	<u>Voted For</u>	<u>Voted Against</u>
VNA Technicare, Inc.	1,000	-0-	NONE		
VNA Equipment & Supply Co., Inc.	100	-0-	NONE		

SEVENTH: If the surviving corporation is to be governed by the laws of any other state, such surviving corporation hereby: (a) agrees that it may be served with process in the State of Rhode Island in any proceeding for the enforcement of any obligation of the undersigned domestic corporation and in any proceeding for the enforcement of the rights of a dissenting shareholder of such domestic corporation against the surviving corporation; (b) irrevocably appoints the Secretary of State of Rhode Island as its agent to accept service of process in any such proceeding; and (c) agrees that it will promptly pay to the dissenting shareholders of such domestic corporation the amount, if any, to which they shall be entitled under the provisions of Chapter 7-1.1 of the General Laws, 1956, as amended, with respect to the rights of dissenting shareholders.

Dated October 27, 19 93

VNA Technicare, Inc.  
 By *E. Colby Cameron*  
 Its President  
 and *Nancy W. Jencks*  
 Its Secretary

VNA Equipment & Supply Co., Inc.  
 By *E. Colby Cameron*  
 Its President  
 and *Nancy W. Jencks*  
 Its Clerk Secretary

STATE OF RHODE ISLAND }  
 COUNTY OF PROVIDENCE } Sc.

At Providence in said County on the 27th day of October 19 93, before me personally appeared E. Colby Cameron & Nancy W. Jencks, who being by me first duly sworn, declared that he is the President and Secretary of VNA Technicare, Inc., that he signed the foregoing document as such President and Secretary of the corporation, and that the statements therein contained are true.

*Diane L. Allard*  
 Notary Public

(NOTARIAL SEAL)

DIANE L. ALLARD, Notary Public  
 My Commission Expires 6-25-95

STATE OF RHODE ISLAND }  
 COUNTY OF PROVIDENCE } Sc.

At Providence in said County on the 27th day of October 19 93, before me personally appeared E. Colby Cameron & Nancy W. Jencks, who being by me first duly sworn, declared that he is the President and Clerk of VNA Equipment & Supply Co., Inc., that he signed the foregoing document as such President and Clerk of the corporation, and that the statements therein contained are true.

*Diane L. Allard*  
 Notary Public

(NOTARIAL SEAL)

DIANE L. ALLARD, Notary Public  
 My Commission Expires 6-25-95

MA COMMISSIONER OF REVENUE  
RECEIVED  
SECRETARY OF STATE

OCT 29 10 05 AM '93

MA COMMISSIONER OF REVENUE  
DIVISION OF REVENUE

AGREEMENT AND PLAN OF MERGER

THIS AGREEMENT AND PLAN OF MERGER, dated as of October 31, 1993, is between VNA Technicare, Inc., a Rhode Island corporation (hereinafter referred to as the "Surviving Corporation") and VNA Equipment & Supply Co., Inc., a Massachusetts corporation (hereinafter referred to as the "Merged Corporation") (the Merged Corporation and Surviving corporation are hereinafter collectively referred to as the "Constituent Corporations").

WHEREAS, the Surviving Corporation is a corporation duly organized and existing under the laws of the State of Rhode Island having authorized capital stock consisting of 8,000 shares of common stock, \$1.00 par value of which 1,000 shares are issued and outstanding; and

WHEREAS, the Merged Corporation is a corporation duly organized and existing under the laws of the Commonwealth of Massachusetts, having authorized capital stock of 1,000 shares of common stock, \$1.00 par value of which 100 shares are issued and outstanding; and

WHEREAS, the Board of Directors and all of the shareholders of each of the Constituent Corporations, deem it advisable that these corporations merge and have duly approved and authorized the form of this Agreement and Plan of Merger; and

WHEREAS, the laws of the Commonwealth of Massachusetts and the State of Rhode Island permit such a merger, and the Constituent Corporations desire to merge under and pursuant to the provisions of the laws of their respective states;

NOW, THEREFORE, in consideration of these premises and of the mutual agreements and covenants herein contained, it is agreed that the Merged Corporation shall be and it hereby is merged into the Surviving Corporation, which shall be the surviving corporation, and the terms and conditions of such merger and the mode of carrying it into effect are and shall be as follows:

**Section 1. Name of Surviving Corporation.** The corporate existence of the Surviving Corporation shall continue under the name of VNA Technicare, Inc.

**Section 2. Office of Surviving Corporation.** The principal office of the Surviving Corporation in Rhode Island shall be located at 56 Exchange Terrace, Providence, Rhode Island 02903. The name of the registered agent of the Surviving Corporation in Rhode Island shall be E. Colby Cameron.

**Section 3. Purposes of Surviving Corporation.** The purposes set forth in the Articles of Organization of the Surviving Corporation, as in effect on the date of the merger provided for in this Agreement and Plan of Merger, shall continue in full force and effect as the corporate purposes of the Surviving Corporation.

**Section 4. Articles of Organization of Surviving Corporation.** The Articles of Organization of the Surviving Corporation shall remain in effect.

**Section 5. By-Laws of Surviving Corporation.** The By-Laws of the Surviving Corporation, as they shall exist upon the effective

date of the merger, shall be and remain and continue to be the By-Laws of the Surviving Corporation until they shall be altered, amended, or repealed as therein provided.

**Section 6. Directors and Officers.** Persons who are directors or officers of the Surviving Corporation on the effective date of the merger shall be and remain and continue to be directors and officers of the Surviving Corporation.

**Section 7. Effective Date of Merger.**

(a) For all purposes under the laws of the Commonwealth of Massachusetts, this Agreement and Plan of Merger and the merger herein provided for shall become effective and the separate existence of the Merged Corporation, a Massachusetts corporation, shall cease, except insofar as it may be continued by statute or operation of law, as soon as (i) this Agreement and Plan of Merger shall have been adopted, approved and signed in accordance with the laws of the Commonwealth of Massachusetts and Articles of Merger indicating its adoption and approval shall have been executed in accordance with such laws and (ii) the Articles of Merger shall have been filed in the office of the Secretary of State of The Commonwealth of Massachusetts.

(b) For purposes of the laws of the State of Rhode Island, this Agreement and Plan of Merger and the merger herein provided for shall become effective as soon as (i) this Agreement and Plan of Merger shall have been adopted, approved and signed in accordance with the laws of the State of Rhode Island and the Articles of Merger indicating its adopting and approval shall

have been executed in accordance with such laws and (ii) this Agreement and Plan of Merger and such Articles of Merger shall have been filed in the office of the Secretary of State of Rhode Island.

(c) The corporate identity, existence, purposes, powers, objects, franchises, rights and immunities of the Surviving Corporation shall continue unaffected and unimpaired by the merger hereby provided for, and the corporate identity, existence, purposes, powers, objects, franchises, rights, and immunities of the Merged Corporation shall be continued in and merged into the Surviving Corporation and the Surviving Corporation shall be fully vested therewith.

(d) The date upon which this Agreement and Plan of Merger has been filed in all of the offices mentioned above and upon which the Constituent Corporations shall so become a single corporation is the effective date of the merger.

(e) Notwithstanding the foregoing provisions of this Section 7, the merger provided for herein shall be deemed effective for accounting purposes as of the close of business on October 31, 1993.

**Section 8. Manner and Basis of Converting Shares.** Immediately upon the effective date of the merger, the shares of stock of the Merged Corporation shall cease to exist and shall be deemed cancelled, retired and eliminated; and the shares of common stock of the Surviving Corporation then issued and outstanding shall continue to be issued and outstanding, and the holders thereof

shall retain their present rights therein. No cash or shares or other securities or obligations will be distributed, or issued upon conversion or cancellation of the shares of the Merged Corporation.

**Section 9. Effect of Merger.** Upon this merger becoming effective:

(a) The Surviving Corporation shall possess all rights, privileges, powers and franchises and shall be subject to all the restrictions, disabilities, obligations, and duties of each of the Constituent Corporations, except as otherwise herein provided, and except as otherwise provided by law.

(b) The Surviving Corporation shall be vested with all property, real, personal, or mixed, and all debts due to the Constituent Corporations on whatever account as well as all other choses in action belonging to the Constituent Corporations; and

(c) All property, rights, privileges, powers and franchises of the Constituent Corporations shall be thereafter as effectually the property of the Surviving Corporation as they were of the Constituent Corporations, but all rights of creditors and all liens upon any property of either of the Constituent Corporations shall be preserved unimpaired, limited in lien to the property affected by such liens immediately prior to the effective date of the merger; and all debts, liabilities, obligations, and duties of the Merged Corporation shall thenceforth attach to, and are hereby assumed by, the Surviving Corporation and may be enforced against it to the same extent as

if such debts, liabilities, obligations and duties had been incurred or contracted by it.

**Section 10. Delivery of Deeds and Instruments.** From time to time as and when requested by the Surviving Corporation or by its successors or assigns, each of the Constituent Corporations shall execute and deliver, or cause to be executed and delivered, all deeds and other instruments and shall make, or cause to be taken, all such other and further actions as the Surviving Corporation may deem necessary and desirable in order to more fully vest in and confirm to the Surviving Corporation title to and possession of all the property, rights, privileges, powers and franchises referred to in Section 9 hereof and otherwise to carry out the intent and purposes of this Agreement and Plan of Merger. For the convenience of the parties and to facilitate the filing and recording of this Agreement and Plan of Merger, any number of counterparts hereof may be executed and each such executed counterpart shall be deemed to be an original instrument.

**Section 11. Expenses of Merger.** The Surviving Corporation shall pay all expenses of carrying this Agreement and Plan of Merger into effect and of accomplishing the merger.

**Section 12. Abandonment of Merger.** This Agreement and Plan of Merger shall be submitted to the shareholders of the Constituent Corporations as provided by the applicable laws of the Commonwealth of Massachusetts and State of Rhode Island at meetings which shall be held at such dates as the Board of Directors of the Constituent Corporations shall mutually approve;

and upon the approval and adoption thereof, in the manner provided by such laws, by the holders of the outstanding shares of capital stock of each of the Constituent Corporations, shall be deemed and taken to be the Agreement and Plan of Merger and act of merger of the Constituent Corporations; provided, however, that anything herein or elsewhere to the contrary notwithstanding this Agreement and Plan of Merger may be terminated or abandoned before it becomes effective without further action or approval by the shareholders of either of the Constituent Corporations:

(a) By mutual consent of the Board of Directors of the Constituent Corporations; or

(b) By the Board of Directors of either one of the Constituent Corporations in the event of failure or inability to obtain necessary authorizations and approvals of any governmental agencies; or

(c) By the Board of Directors of either one of the Constituent Corporations if any material litigation or claims shall be pending or threatened against or substantially affecting any of the Constituent Corporations or the Surviving Corporation or any of their respective assets, or the merger, which, in the judgment of such Board, renders it inadvisable to proceed with the merger.

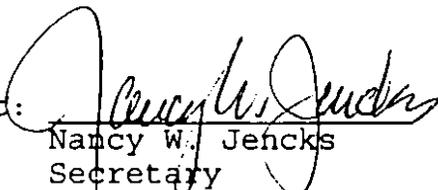
**Section 13.**     **Service of Process.** Under the merger herein proposed becoming effective, the Surviving Corporation agrees that it may be served with process in The Commonwealth of Massachusetts in any proceeding for enforcement of any obligation

of the Merged Corporation or for any obligation of the Surviving Corporation arising from the merger, by the mailing of such process to either: (a) E. Colby Cameron, 56 Exchange Terrace, Providence, Rhode Island 02903; or (b) to CT Corporation System, 2 Oliver Street, Boston, Massachusetts 02109; or (c) to the Secretary of the State of The Commonwealth of Massachusetts.

**IN WITNESS WHEREOF**, the undersigned have caused this Agreement and Plan of Merger to be signed in their respective corporate names by an officer thereunto duly authorized as of the date first written above.

**SURVIVING CORPORATION:**

VNA Technicare, Inc.

Attest:  By   
Nancy W. Jencks E. Colby Cameron  
Secretary President

**MERGED CORPORATION:**

VNA Equipment & Supply Co., Inc.

Attest:  By   
Nancy W. Jencks E. Colby Cameron  
Clerk President

mergeagt.vna