

Filing fee: \$100.00

**ARTICLES OF MERGER
OF DOMESTIC CORPORATIONS
INTO**

Rhode Island Medical Imaging, 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)

Please refer to Plan of Merger attached hereto as Exhibit "A," and specifically incorporated herein by reference.

RECEIVED
SECRETARY OF STATE
CORPORATIONS DIV.
JAN 23 4 07 PM '98

FILED
JAN 23 1998
By [Signature] #9
197877

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:

<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>
1955 Rhode Island Medical Imaging, Inc.	21,505	N/A	
1956 Diagnostic Radiology, Inc.	600	N/A	

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:

<u>Name of Corporation</u>	<u>Total Voted For</u>	<u>Total Voted Against</u>	<u>Number of Shares Entitled to Vote as a Class</u>		
			<u>Class</u>	<u>Voted For</u>	<u>Voted Against</u>
Rhode Island Medical Imaging, Inc.			N/A		
Diagnostic Radiology, Inc.			N/A		

FOURTH: Time merger to become effective (§ 7-1.1-69): upon filing

Dated January 21, 19 98

Diagnostic Radiology, Inc.
 By [Signature]
 Its President
 and [Signature]
 Its Secretary
 Rhode Island Medical Imaging, Inc.
 By [Signature]
 Its President
 and [Signature]
 Its Secretary

STATE OF RHODE ISLAND

COUNTY OF KENT

} Sc.

At Warwick in said County on the 22nd day of
January 19 98, before me personally appeared Allan M.
Deutsch, who being by me first duly sworn, declared that he is
the President of Diagnostic Radiology, Inc.,
that he signed the foregoing document as such President of the
corporation, and that the statements therein contained are true.

(NOTARIAL SEAL)

James G. Earle
Notary Public
My commission expires 9-15-01

STATE OF RHODE ISLAND

COUNTY OF PROVIDENCE

} Sc.

At Providence (227 Avenue) in said county on the 15th day of
January 1998, before me personally appeared Barbara
Schopps, M.D., who being by me first duly sworn, declared that she is
the President of Rhode Island Medical Imaging, Inc.,
that she signed the foregoing document as such President of the
corporation, and that the statements therein contained are true.

(NOTARIAL SEAL)

Ann E. Fine
Notary Public
Expires 12/17/01

RECEIVED
SECRETARY OF STATE
CORPORATE DIVISION
JAN 23 4 07 PM '98

Plan of Merger

(Statutory Merger Under Internal Revenue Code Sec. 368(a)(1)(A))

Diagnostic Radiology, Inc.

Into

Rhode Island Medical Imaging, Inc.

PLAN AND AGREEMENT OF MERGER (hereinafter called "this Agreement"), dated as of December 31, 1997, by and between Rhode Island Medical Imaging, Inc., a Rhode Island professional service corporation (hereafter called "RIMI"), and Diagnostic Radiology, Inc., a Rhode Island professional service corporation (hereafter called "DRI", said corporations being hereafter sometimes collectively referred to as the "Constituent Corporations"),

Witnesseth:

Whereas, DRI is a professional service corporation duly organized and existing under the laws of the State of Rhode Island having been incorporated on September 1, 1978; and

Whereas, RIMI is a professional service corporation duly organized and existing under the laws of the State of Rhode Island, having been incorporated on December 27, 1968, under the name of "RAY MEDICAL SERVICES, INC."; and

Whereas, the authorized capital stock of RIMI consists of 50,000 shares of Common Stock, \$1.00 par value, of which 21,505 shares have been issued and are outstanding; and

Whereas, the authorized capital stock of DRI consists of 600 shares of Common Stock, no par value, of which 600 shares are issued and outstanding; and

Whereas, the shareholders and directors of the Constituent Corporations deem it advisable for the general welfare and advantage of the Constituent Corporations and their respective shareholders that the Constituent Corporations merge into a single corporation pursuant to this Agreement, and the constituent Corporations respectively desire to so merge pursuant to this Agreement and pursuant to the applicable provisions of the laws of the State of Rhode Island;

Now, therefore, in consideration of the premises and of the mutual agreements herein contained, the parties hereby agree, in accordance with the applicable provisions of the laws of the State of Rhode Island, that the Constituent Corporations shall be merged into a single corporation, to wit: Rhode Island Medical Imaging, Inc., a Rhode Island corporation, one of the Constituent Corporations, which is not a new corporation, and which shall continue its corporate existence and be the corporation surviving the merger (said corporation hereafter being sometimes called the "Surviving Corporation"), and the terms and conditions of the

merger hereby agreed upon (hereafter called the "Merger") which the parties covenant to observe, keep and perform and the mode of carrying the same into effect are and shall be as hereafter set forth:

ARTICLE I

Effective Time of the Merger

At the effective time of the Merger, the separate existence of DRI shall cease and DRI shall be merged into the RIMI, as the Surviving Corporation. Consummation of this Agreement shall be effected on the date set forth in the Articles of Merger in substantially the form annexed hereto as Exhibit A, to be filed in the office of the Secretary of State of the State of Rhode Island, all after satisfaction of the respective requirements of the applicable laws of said state prerequisite to such filing; provided, however, that for accounting purposes only, the effective date of the merger shall be deemed to have occurred on January 1, 1998.

ARTICLE II

Governing Law

The laws which are to govern the Surviving Corporation are the laws of the State of Rhode Island.

ARTICLE III

Articles of Incorporation and By-Laws

The Articles of Incorporation and By-Laws of RIMI, as amended at the effective time of the Merger, shall be the Articles of Incorporation and By-Laws of the Surviving Corporation until the same shall be altered or amended in accordance with the provisions thereof.

ARTICLE IV

Directors and Officers

The Directors of RIMI at the effective time of the Merger shall be the directors of the Surviving Corporation until their respective successors are duly elected and qualified, which such election shall take place and be effective as at the effective time of the Merger, as provided in the By-Laws of RIMI. Subject to the authority of the Board of Directors as provided by law and

the By-Laws of the Surviving Corporation, the officers of RIMI at the effective time of the Merger shall be the officers of the Surviving Corporation.

ARTICLE V

Conversion of Shares in the Merger

The mode of carrying into effect the Merger provided in this Agreement, and the manner and basis of converting the shares of the Constituent Corporations into shares of the Surviving Corporation are as follows:

1. RIMI's Common Stock. None of the shares of Common Stock of RIMI issued at the effective time of the Merger shall be converted as a result of the Merger, but all of such shares (including shares held in the treasury, if any) shall remain issued shares of Common Stock of the Surviving Corporation.

2. DRI's Common Stock. At the effective time of the Merger, each One Hundred (100) shares of Common Stock, no par value, of DRI issued and outstanding shall be converted into and become One Thousand Two Hundred Sixty-five (1265) shares common stock, \$1.00 par value, of RIMI and each holder of outstanding Common Stock of DRI, upon surrender to RIMI of one or more stock certificates for Common Stock of DRI for cancellation, and upon entering into an employment agreement with RIMI as previously agreed, shall be entitled to receive one or more stock certificates for the full number of 1265 shares of Common Stock of RIMI. Each issued share of DRI Common Stock held in its treasury at the effective time of the Merger shall be canceled and shall not be converted.

3. Surrender of DRI Stock Certificates. As soon as practicable after the merger becomes effective, the stock certificates representing Common Stock of DRI issued and outstanding at the time the Merger becomes effective shall be surrendered for exchange to the Surviving Corporation as above provided.

ARTICLE VI

Effect of the Merger

At the effective time of the Merger, the Surviving Corporation shall succeed to, without other transfer, and shall possess and enjoy, all the rights, privileges, immunities, powers and franchises both of a public and a private nature, and be subject to all the restrictions, disabilities and duties of each of the Constituent Corporations, and all the rights, privileges, immunities, powers and franchises of each of the Constituent Corporations and all property, real, personal and mixed, and all debts due to either of said Constituent Corporations on whatever account, for stock subscriptions as well as for all other things in action or belonging to each of said corporations, shall be vested in the Surviving Corporation; and all property, rights, privileges, immunities, powers and franchises, and all and every other interest shall be

thereafter as effectually the property of the Surviving Corporation as they were of the Respective Constituent Corporations, and the title to any real estate vested by deed or otherwise in either of said Constituent Corporations shall not revert or be in any way impaired by reason of the Merger; provided, however, that all rights of creditors and all liens upon any property of either of said Constituent Corporations shall be preserved unimpaired, limited in lien to the property affected by such liens at the effective time of the Merger, and all debts, liabilities and duties of said Constituent Corporations, respectively, shall thenceforth attach to the Surviving Corporation and may be enforced against it to the same extent as if said debts, liabilities and duties had been incurred or contracted by the Surviving Corporation.

ARTICLE VII

Accounting Matters

The assets and liabilities of the Constituent Corporations as at the effective time of the merger for accounting purposes, shall be taken up on the books of the Surviving Corporation at the amounts at which they shall be carried at that time on the books of the respective Constituent Corporations.

ARTICLE VIII

Approval of Shareholders; Filing of Certificate of Merger

This Agreement shall be submitted to the shareholders of each of the Constituent Corporations as provided by law and their respective certificates of incorporation at meetings which shall be held on or before January 9, 1998, or such later date as the Boards of Directors of the Constituent Corporations shall mutually approve.

ARTICLE IX

DRI's Representations and Warranties

DRI represents and warrants to RIMI as follows:

1. Organization, etc. DRI is a corporation duly organized, validly existing and in good standing under the laws of the State of Rhode Island. DRI has corporate power to carry on its business as it is now being conducted and is qualified to do business in every jurisdiction in which the character and location of the assets owned by it or the nature of the business transacted by it require qualification.

2. Capitalization. DRI's capitalization consists of Six Hundred (600) authorized shares of Common Stock, no par value, of which Six Hundred (600) are outstanding as of the

date hereof. Each issued share is validly issued, fully paid, non-assessable, and each outstanding share is entitled to one vote.

ARTICLE X

RIMI's Representations and Warranties

RIMI represents and warrants to DRI as follows:

1. **Organization**. RIMI is a corporation duly organized, validly existing and in good standing under the laws of the State of Rhode Island. RIMI has corporate power to carry on its business as it is now being conducted and is qualified to do business in every jurisdiction in which the character and location of the assets owned by it or the nature of the business transacted by it require qualification.

2. **Capitalization**. RIMI's capitalization consists of 50,000 authorized shares of Common Stock, \$1.00 par value, of which, as of the date hereof, 21,505 shares are issued and outstanding. Each issued share is validly issued, fully paid, non-assessable, and each outstanding share is entitled to one vote.

3. **Shares to be Issued**. All shares of Common Stock of the Surviving Corporation into which the Common Stock of DRI is to be converted will be, immediately after the effective time of the Merger, duly and validly authorized and issued and fully paid and non-assessable, and no stockholder of RIMI will have any preemptive right of subscription or purchase in respect thereof. At the effective time of the Merger the Surviving Corporation will have duly reserved for issuance a sufficient number of shares of Common Stock of RIMI to permit conversion.

ARTICLE XI

Conduct of Businesses Pending the Merger

From and after the date of this Agreement and prior to the effective time of the Merger, neither of the Constituent Corporations will, without the prior written consent of the other:

- (a) amend its Certificate of Incorporation or By-Laws.
- (b) engage in any material activity or transaction or incur any material obligation (by contract or otherwise) except in the ordinary course of business;
- (c) issue rights or options to purchase or subscribe to any shares of its capital stock or subdivide or otherwise change any such shares;

(d) issue or sell any shares of its capital stock or securities convertible into shares of its capital stock.

(e) declare or pay any dividends on or make any distributions in respect of any shares of its capital stock.

From and after the date of this Agreement and prior to the effective time of the merger, DRI will use its best efforts to preserve its business organizations and that of each of its subsidiaries intact; to keep available to RIMI the services of DRI and each subsidiary's present officers and employees; and to preserve for RIMI the goodwill of DRI and each subsidiary's suppliers, customers and others having business relations with any of them. During the same period, neither DRI nor any subsidiary will put into effect any material increase in the compensation or other benefits applicable to officers or other key personnel.

ARTICLE XII

Termination and Abandonment

Anything herein or elsewhere to the contrary notwithstanding, this Agreement may be terminated and abandoned at any time before the effective time of the Merger, whether before or after adoption or approval of this Agreement by the shareholders of the Constituent Corporations under any one or more of the following circumstances:

1. By the mutual consent of the Boards of Directors of the Constituent Corporations;
2. By either of the Constituent Corporations if any action or proceeding before any court or other governmental body or agency shall have been instituted or threatened to restrain or prohibit the Merger and such Constituent Corporation deems it and advisable to proceed with the Merger; or
3. Upon any such termination and abandonment, neither party shall have any liability or obligation hereunder to the other.

ARTICLE XIII


Amendments.


Any of the terms or conditions of this Agreement may be modified or waived at any time before the effective time of the Merger by the party which is, or the shareholders of which are, entitled to the benefit thereof upon the authority of the Board of Directors of such party, provided that any such modification or waiver shall in the judgment of the party making it not affect substantially or materially and adversely the benefits to such party or its shareholders intended under this Agreement.

In Witness Whereof, this Agreement has been signed by the duly authorized officers of each of the Constituent Corporations and each of the Constituent Corporations has caused its corporate seal to be hereunto affixed and attested by the signature of its Secretary or an Assistant Secretary, all as of the day and year first above written.


Attest:


Rhode Island Medical Imaging, Inc.


Secretary

By: 
Barbara Schepps, M.D., President

Diagnostic Radiology, Inc.


Secretary

By: 
Allan M. Deutsch, M.D. President

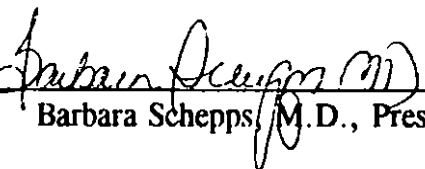
CERTIFICATE OF RATIFICATION BY SHAREHOLDERS

The foregoing plan and Agreement of Merger, having been duly approved by all of the shareholders of RIMI and DRI, respectively, the President or a Vice-President and the Secretary or an Assistant Secretary of said corporations do now execute this Plan and Agreement of Merger under the respective seals of said corporations by the authority of the directors and stockholders of each, as the act, deed and agreement of each of said corporations as of the 1st day of January, 1998.

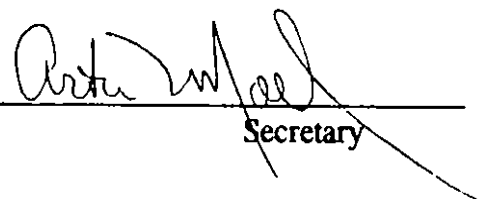
Attest:

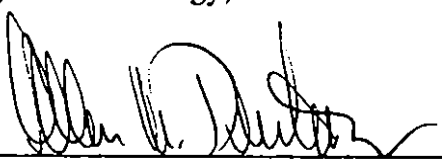
Rhode Island Medical Imaging, Inc.

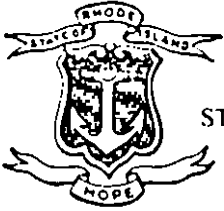

Secretary

By: 
Barbara Schepps, M.D., President

Diagnostic Radiology, Inc.


Secretary

By: 
Allan M. Deutsch, M.D. President



STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS

Department of Administration
DIVISION OF TAXATION
One Capitol Hill
Providence, RI 02908-5800

January 6, 1998

TO WHOM IT MAY CONCERN:

Re: DIAGNOSTIC RADIOLOGY, INC.

It appears from our records that the abovenamed corporation has filed all of the required Business Corporation Tax Returns due to be filed and paid all taxes indicated thereon and is in good standing with this Division as of this date regarding any liability under the Rhode Island Business Corporation Tax Law.

This letter is issued pursuant to the request of the abovenamed corporation for the purpose of:

A MERGER - CORPORATION IS THE NONSURVIVOR

Very truly yours,

R. Gary Clark
Tax Administrator

Edward J. Flanagan, Jr.
Principal Revenue Agent
Corporations