



STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS

Office of the Secretary of State
Corporations Division
100 North Main Street
Providence, Rhode Island 02903-1335

ARTICLES OF MERGER OR CONSOLIDATION INTO
(To Be Filed In Duplicate Original)

Communications Network Consultants, Inc. ³⁸⁶⁸⁵

(Insert full name of surviving or new entity on this line)

SECTION 1: TO BE COMPLETED BY ALL MERGING OR CONSOLIDATING ENTITIES

Pursuant to the applicable provisions of the Rhode Island General Laws, 1956, as amended, the undersigned entities submit the following Articles of ☒ Merger or ☐ Consolidation (check one box only) for the purpose of merging or consolidating them into one entity

- a. The name and type (for example, business corporation, non-profit corporation, limited liability company, limited partnership, etc.) of each of the merging or consolidating entities and the states under which each is organized are:

Name of entity	Type of entity	State under which entity is organized
Communications Network Consultants, Inc.	Business Corporation	Rhode Island
Around the Clock Care, LLC	Limited Liability Company	North Carolina

- b. The laws of the state under which each entity is organized permit such merger or consolidation.

- c. The full name of the surviving or new entity is Communications Network Consultants, Inc., 10140 Linn Station Road, Louisville, KY 40223 which is to be governed by the laws of the State of Rhode Island

- d. The attached Plan of Merger or Consolidation was duly authorized, approved, and executed by each entity in the manner prescribed by the laws of the state under which each entity is organized. (Attach Plan of Merger or Consolidation)

- e. If the surviving entity's name has been amended via the merger, please state the new name:

N/A

- f. If the surviving or new entity is to be governed by the laws of a state other than Rhode Island, and such surviving or new entity is not qualified to conduct business in the State of Rhode Island, the entity agrees that: it may be served with process in Rhode Island in any proceeding for the enforcement of any obligation of any domestic entity which is a party to the merger or consolidation; it irrevocably appoints the Secretary of State as its agent to accept service of process in any action, suit, or proceeding, and the address to which a copy of such process of service shall be mailed to it by the Secretary of State is:

N/A

- g. The future effective date (which shall be a date or time certain no more than thirty (30) days after the filing of the Articles of Merger or, in the case of a subsidiary merger, on or after the 30th day after the mailing of a copy of the agreement of merger to the shareholders of the subsidiary corporation) of the merger or consolidation is upon filing (if upon filing, so state).

SECTION II: TO BE COMPLETED ONLY IF ONE OR MORE OF THE MERGING OR CONSOLIDATING ENTITIES IS A BUSINESS CORPORATION PURSUANT TO TITLE 7, CHAPTER 1.1 OF THE RHODE ISLAND GENERAL LAWS, AS AMENDED.

- a. If one or more of the merging or consolidating entities is a business corporation (except one whose shareholders are not required to approve the agreement under Section 7-1.1-67, or does not require shareholder approval pursuant to the laws of the state under which the corporation is organized, in which event that fact shall be set forth), state below as to each business corporation, the total number of shares outstanding entitled to vote on the Plan of Merger or Consolidation, respectively, and, if the shares

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of any class are entitled to vote on the plan as a class, state below the designation and number of outstanding shares of each class:

<u>Name of Business Corporation</u>	<u>Total Number of Shares Outstanding</u>	<u>Entitled to Vote as a Class</u>	
		<u>Designation of Class</u>	<u>Number of Shares</u>

Shareholders are not required to approve the

agreement under Section 7-1.1-67.

- b. If one or more of the merging or consolidating entities is a business corporation (except one whose shareholders are not required to approved the agreement under Section 7-1.1-67, or does not require shareholder approval pursuant to the laws of the state under which the corporation is organized, in which event that fact shall be set forth), state below as to each business corporation, the total number of shares voted for and against such plan, respectively, and as to each class entitled to vote thereon as a class, state the number of shares of each class voted for and against the plan, respectively.

<u>Name of Business Corporation</u>	<u>Total Voted For</u>	<u>Total Voted Against</u>	<u>Entitled to Vote as a Class</u>		
			<u>Class</u>	<u>Voted For</u>	<u>Voted Against</u>

Shareholders are not required to
approve the agreement under Section
7-1.1-67.

- c. If the surviving or new entity is to be governed by the laws of a state other than Rhode Island, such surviving or new entity hereby agrees that it will promptly pay to the dissenting shareholders of any domestic entity the amount, if any, to which they shall be entitled under the provisions of Title 7, Chapter 1.1 of the General Laws of Rhode Island, 1956, as amended, with respect to dissenting shareholders.

- d. Complete the following subparagraphs i, ii, and iii only if the merging business corporation is a subsidiary corporation of the surviving corporation.

i.) The name of the subsidiary corporation is N/A

ii.) State below the number of outstanding shares of each class of the subsidiary corporation and the number of the shares of each class of the subsidiary corporation owned by the surviving corporation.

<u>Number of Shares Outstanding of the Subsidiary Corporation</u>	<u>Designation of Class</u>	<u>Number of Shares of Subsidiary Corporation Owned by Surviving Corporation</u>	<u>Designation of Class</u>
N/A			

iii.) A copy of the plan of merger was mailed to shareholders of the subsidiary corporation on N/A

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SECTION III: TO BE COMPLETED ONLY IF ONE OR MORE OF THE MERGING OR CONSOLIDATING ENTITIES IS A NON-PROFIT CORPORATION PURSUANT TO TITLE 7, CHAPTER 6 OF THE RHODE ISLAND GENERAL LAWS, AS AMENDED.

- a. If the members of any merging or consolidating non-profit corporation are entitled to vote thereon, attach a statement for each such non-profit corporation which sets forth the date of the meeting of members at which the Plan of Merger or Consolidation was adopted, that a quorum was present at the meeting, and that the plan received at least a majority of the votes which members present at the meeting or represented by proxy were entitled to cast, OR attach a statement for each such non-profit corporation which states that the plan was adopted by a consent in writing signed by all members entitled to vote with respect thereto
- b. If any merging or consolidating corporation has no members, or no members entitled to vote thereon, then as to each such non-profit corporation attach a statement which states the date of the meeting of the board of directors at which the plan was adopted, and a statement of the fact that the plan received the vote of a majority of the directors in office.

SECTION IV: TO BE COMPLETED ONLY IF ONE OR MORE OF THE MERGING OR CONSOLIDATING ENTITIES IS A LIMITED PARTNERSHIP PURSUANT TO TITLE 7, CHAPTER 13 OF THE RHODE ISLAND GENERAL LAWS, AS AMENDED.

a. The agreement of merger or consolidation is on file at the place of business of the surviving or resulting domestic limited partnership or other business entity and the address thereof is:

b. A copy of the agreement of merger or consolidation will be furnished by the surviving or resulting domestic limited partnership or other business entity, on request and without cost, to any partner of any domestic limited partnership or any person holding an interest in any other business entity which is to merge or consolidate.

SECTION V: TO BE COMPLETED BY ALL MERGING OR CONSOLIDATING ENTITIES

Communications Network Consultants, Inc.
Entity Name

By: Jeffrey M. Cross
Name of person signing

Vice President

Title of person signing

By: Mary D. Wiley
Name of person signing

Assistant Secretary

Title of person signing

STATE OF Kentucky
COUNTY OF Jefferson

In Kentucky on this 19th day of January, 2000, before me personally appeared Jeffrey M. Cross, who being duly sworn declared that he/she is the Vice President of the above-named entity and that he/she signed the foregoing document as such authorized agent, and that the statements therein contained are true.

Kara R. Stoltman

Notary Public

Notary Public, State at Large, KY

My Commission Expires:

My Commission Expires Jan, 2002

Around the Clock Care, LLC

Entity Name

By: Jeffrey M. Cross
Name of person signing

Vice President, Communications Network Consultants, Inc.,

Title of person signing sole member

By: Mary D. Wiley
Name of person signing

Assistant Secretary, Communications Network Consultants, Inc., sole member

Title of person signing

STATE OF Kentucky
COUNTY OF Jefferson

In Kentucky on this 19th day of January, 2000, before me personally appeared Jeffrey M. Cross, who being duly sworn declared that he/she is the Vice President of the above-named entity and that he/she signed the foregoing document as such authorized agent, and that the statements therein contained are true

Kara R. Stoltman

Notary Public

Notary Public, State at Large, KY

My Commission Expires:

My Commission Expires Jan, 2002

AGREEMENT AND PLAN OF MERGER

THIS AGREEMENT AND PLAN OF MERGER ("Agreement") is made and entered into as of January 13, 2000, by and between Around the Clock Care, LLC ("ACC"), a North Carolina limited liability company, and its sole member, Communications Network Consultants, Inc. ("CNC"), a Rhode Island corporation.

WHEREAS, the Board of Directors of CNC and the sole member of ACC deem it advisable and in the best interest of each entity and its shareholders or members to effect the merger of ACC with and into CNC pursuant to this Agreement; and

WHEREAS, the Board of Directors of CNC and the sole member of ACC have approved the merger of ACC into CNC on the terms specified herein; and

WHEREAS, there is no requirement under applicable law for approval of this merger by the shareholder of CNC.

NOW, THEREFORE, in consideration of the premises and the covenants and agreements herein contained, and intending to be legally bound hereby, the parties hereby agree as follows:

1. THE MERGER.

1.1 **Merger.** At the Effective Time (as defined in Section 1.3) and subject to the terms and conditions hereof and any applicable statutes (the "Statutes"), ACC will be merged with and into CNC in accordance with this Agreement and the Statutes (the "Merger"). The separate existence of ACC shall thereupon cease and CNC shall continue as the surviving corporation (the "Surviving Corporation"). ACC and CNC are sometimes hereinafter referred to collectively as the "Constituents."

1.2 **Effects of the Merger.** The separate corporate existence of CNC, as the Surviving Corporation, with all its purposes, objects, rights, privileges, powers, certificates and franchises, shall continue unimpaired by the Merger. The Surviving Corporation shall succeed to all the properties and assets of the Constituents and to all debts, choses in action and other interests due or belonging to the Constituents and shall be subject to, and responsible for, all the debts, liabilities and duties of the Constituents with the effect set forth in the Statutes.

1.3 **Effective Time.** Subject to the terms and conditions hereof, the Merger shall be consummated as promptly as practicable by duly filing appropriate Articles of Merger in such form as is required by, and executed in accordance with, the relevant provisions of the Statutes. The Merger shall be effective at such time as is specified in the Articles of Merger filed with the Secretary of State of Rhode Island in accordance with the Statutes (the "Effective Time").

1.4 Articles of Incorporation and Bylaws of the Surviving Corporation.

(a) At the Effective Time and without any further action on the part of any of the Constituents, the Articles of Incorporation of CNC shall be the Articles of Incorporation of the Surviving Corporation.

(b) At the Effective Time and without further action on the part of any of the Constituents, the Bylaws of CNC shall be the Bylaws of the Surviving Corporation.

1.5 **Directors and Officers of the Surviving Corporation.** At the Effective Time, the directors of CNC immediately prior to the Effective Time shall be the directors of the Surviving Corporation, each such director to hold office, subject to the applicable provisions of the Articles of Incorporation and Bylaws of the Surviving Corporation, until the next annual shareholders' meeting of the Surviving Corporation and until his or her successor shall be duly elected or appointed and shall duly qualify. At the Effective Time, the officers of CNC immediately prior to the Effective Time shall be the officers of the Surviving Corporation until their respective successors are duly elected or appointed and qualified.

1.6 **Conversion of Shares.** At the Effective Time and by virtue of the Merger and without any action on the part of any of the Constituents or the shareholders or members thereof each membership interest of ACC (collectively, the "Interests") outstanding immediately prior to the Effective Time shall be canceled and shall cease to exist at and after the Effective Time.

1.7 **Registered Office.** The registered office of the Surviving Corporation in the State of Rhode Island is CT Corporation System, 10 Weybosset Street, Providence, Rhode Island 02903.

2. SHAREHOLDERS' OR MEMBERS' MEETING.

2.1 Each of the Constituents will as soon as practicable after the execution of this Agreement if required by law submit the same to their respective shareholders or members for their unanimous consent in lieu of a meeting, for the purpose of obtaining shareholders or members approval.

3. CONDITIONS.

3.1 **Conditions to Obligations of Each Party to Effect the Merger.** Each and every obligation of the parties hereto to consummate the Merger shall be subject to the satisfaction, on or before the Effective Time, of each of the following conditions:

(a) **Approval of the Shareholders or Members of Each Constituent.** The approval of the shareholders or members of each of the Constituents shall have been obtained if required by law.

(b) **Injunctions, Etc.** There shall not be in effect any order, decree or ruling issued by any court of competent jurisdiction or by any governmental, regulatory or administrative agency or commission, nor any statute, rule, regulation or executive order promulgated or enacted by any governmental authority, that would make the consummation of the Merger illegal or otherwise prevent the consummation of the Merger.

4. TERMINATION, AMENDMENT AND WAIVER.

4.1 **Termination.** This Agreement may be terminated at any time prior to the Effective Time, whether prior to or after approval by the shareholders or members of the Constituents by mutual written consent of the respective Board of Directors or members of the Constituents or by any one of them or if any court of competent jurisdiction or other governmental, regulatory or administrative agency or body shall have issued an order, decree or ruling or taken any other action (which order, decree, ruling or other action the parties hereto shall use their best efforts to lift), in each case permanently restraining, enjoining

or otherwise prohibiting the Merger and such order, decree, ruling or other action shall have become final or nonappealable.

4.2 **Effect of Termination.** In the event of the termination of this Agreement as provided in Section 4.1, this Agreement shall forthwith become null and void, and there shall be no liability on the part of any of the Constituents provided that the foregoing shall not relieve any party of liability for damages actually incurred as a result of any breach of this Agreement.

5. **MISCELLANEOUS PROVISIONS.**

5.1 **Amendment and Modification.** Subject to applicable law, this Agreement may be amended, modified and supplemented, whether before or after the vote of the shareholders or members of the Constituents contemplated by Section 2 hereof, by written agreement of the respective Board of Directors and members of the Constituents at any time prior to the Effective Time with respect to any of the terms contained herein; provided, however, that after the approval, if any, of this Agreement by the shareholders and members of the Constituents no such amendment or modification shall reduce the amount or change the form of the consideration to be received by the shareholders or members of the Constituents pursuant to the Merger without the further approval of such shareholders or members.

5.2 **Waiver of Compliance.** Any failure of any of the Constituents to comply with any obligation, covenant, agreement or condition contained herein may be expressly waived in writing by the Board of Directors or President or member of the non-defaulting Constituent in the case of any such failure by another Constituent, but such waiver or failure to insist upon strict compliance shall not operate as a waiver of, or estoppel with respect to, any subsequent or other failure.

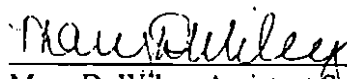
5.3 **Expenses.** Except as otherwise provided herein, each party shall pay its own costs and expenses relating to this Agreement and the transactions contemplated hereby.

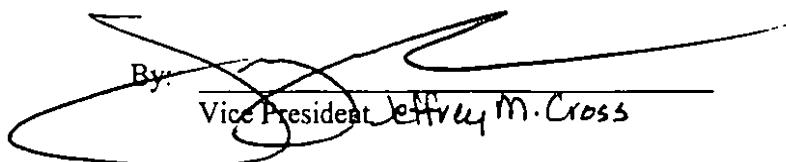
5.4 **Miscellaneous.** This Agreement (a) is not intended to confer upon any other person any rights or remedies hereunder; (b) shall not be assigned; (c) shall be governed in all respects, including validity, interpretation and effect, by the internal laws of the State of Rhode Island, without giving effect to the principles of conflict of laws thereof; and (d) constitutes the entire agreement and supersedes all other prior agreements and undertakings, both written and oral, among the parties, or any of them, with respect to the subject matter hereof. This Agreement may be executed in two or more counterparts that together shall constitute a single agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the day and year first above written.

Attest:

COMMUNICATIONS NETWORK
CONSULTANTS, INC.


Mary D. Wiley, Assistant Secretary

By: 
Vice President Jeffrey M. Cross
(“CNC”)

