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MERGER OR SHARE EXCHANGE

T.L.C. HOME HEALTH CARE, INC.

Certificate of Status	0
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SECRETARY OF STATE
TALLAHASSEE, FLORIDA

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ARTICLES OF MERGER

OF

T.L.C. Medicare Services of Dade, Inc.

AND

T.L.C. Home Health Care, Inc.

FILED
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SECRETARY OF STATE
TALLAHASSEE, FLORIDA

To the Department of State
State of Florida

Pursuant to the provisions of the Florida Business Corporation Act, the Florida parent business corporation and the Florida wholly-owned subsidiary business corporation named below do hereby submit the following Articles of Merger.

1. Annexed hereto and made a part hereof is a Plan of Merger for merging T.L.C. Medicare Services of Dade, Inc. into T.L.C. Home Health Care, Inc. The merger is effected in accordance with the attached "Order Confirming Third Amended Joint Plan of Liquidation of the Tender Loving Care Health Care Services, Inc. and its Debtor Subsidiaries, dated September 8, 2004, as Modified," entered on December 21, 2004 by the United States Bankruptcy Court for the Eastern District of New York, and the provisions of Section 5.7 of the Plan. (Exhibit A)

2. The aforesaid Plan of Merger was adopted in accordance with the provisions of the Florida Business Corporation Act on March 31, 2005.

3. Shareholder approval was not required for the merger.

4. The effective time and date of the merger herein provided for shall be upon filing.

Executed on March 30, 2005

T.L.C. Medicare Services of Dade, Inc.

By: _____

Name: Eddy W. Friedfeld
Capacity: Responsible Officer

T.L.C. Home Health Care, Inc.

By: _____

Name: Eddy W. Friedfeld
Capacity: Responsible Officer

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PLAN OF MERGER

1. T.L.C. Medicare Services of Dade, Inc., which is a business corporation of the State of Florida and is the owner of all of the outstanding shares of T.L.C. Home Health Care, Inc., which is also a business corporation of the State of Florida, hereby merges T.L.C. Medicare Services of Dade, Inc. into T.L.C. Home Health Care, Inc. pursuant to the provisions of the Florida Business Corporation Act.

2. The separate existence of merges T.L.C. Medicare Services of Dade, Inc. shall cease at the effective time and date of the merger, and T.L.C. Home Health Care, Inc. shall continue its existence as the surviving corporation pursuant to the provisions of the Florida Business Corporation Act.

3. The issued shares of merges T.L.C. Medicare Services of Dade, Inc. shall not be converted in any manner, but each said share which is issued immediately prior to the effective time and date of the merger shall be surrendered and extinguished.

4. The Board of Directors and the proper officers of T.L.C. Home Health Care, Inc. are hereby authorized, empowered, and directed to do any and all acts and things, and to make, execute, deliver, file, and/or record any and all instruments, papers, and documents which shall be or become necessary, proper, or convenient to carry out or put into effect any of the provisions of this Plan of Merger or of the merger herein provided for.

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ORDER

A. On December 20, 2004, a hearing (the "Confirmation Hearing") was held in this United States Bankruptcy Court for the Eastern District of New York (the "Court") on the request of Tender Loving Care Health Care Services, Inc. and its debtor subsidiaries (the "Debtors") for an order confirming the Third Amended Joint Plan of Liquidation of Tender Loving Care Health Care Services, Inc. and Its Debtor Subsidiaries Dated as of September 8, 2004, as Modified (the "Plan"). A copy of the Plan is attached hereto as Exhibit A, and incorporated herein by reference.

B. In accordance with Federal Rule of Bankruptcy Procedure ("Bankruptcy Rule") 9021, the Court has entered its Findings of Fact and Conclusions of Law With Respect to "Order Confirming Third Amended Joint Plan of Liquidation of Tender Loving Care Health Care Services, Inc. and Its Debtor Subsidiaries Dated as of September 8, 2004, as Modified" (the "Findings").

C. Unless otherwise specified in this Order (this "Confirmation Order"), capitalized terms and phrases shall have the meaning assigned to them in the Plan, and the definitions and rules of construction set forth in Article 1 of the Plan shall apply. Headings are utilized solely for the convenience of reference, and shall not constitute a part of this Confirmation Order for any other purpose.

Based upon the Findings, **IT IS HEREBY ORDERED, ADJUDGED AND DECREED THAT:**

1. The Plan is confirmed in accordance with sections 1129(a) and 1129(b) of the Bankruptcy Code. Any and all objections to confirmation of the Plan that were not withdrawn at or prior to the Confirmation Hearing are overruled.

ORDER CONFIRMING PLAN

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2. As authorized under Bankruptcy Rule 3020(e), this Confirmation Order shall not be stayed and shall be effective upon entry.

3. Notwithstanding any otherwise applicable law, immediately upon the entry of this Confirmation Order, the terms of the Plan and this Confirmation Order shall be binding upon all persons and Entities, including, without limitation, the Debtors, the Liquidation Trust, any and all holders of Claims or Equity Interests (irrespective of whether such Claims or Equity Interests are impaired under the Plan or whether the holders of such Claims or Equity Interests accepted, rejected or are deemed to have accepted or rejected the Plan), any and all non-debtor parties to Executory Contracts and Unexpired Leases with the Debtors, and any and all persons and entities who are parties to or are subject to the settlements, compromises, releases, agreements, waivers, discharges and injunctions contained in or provided for under the Plan and the respective successors, assigns, heirs, executors and administrators of any of the foregoing.

4. As of the Effective Date, in accordance with sections 1123 and 1142 of the Bankruptcy Code, the Debtors are authorized and directed to execute the Liquidation Trust Agreement substantially in the form attached as an Exhibit to the Disclosure Statement, the Disbursing Agent is authorized and directed to make the distributions contemplated under the Plan on the Effective Date, and the Trustee is authorized and directed to take all other steps necessary to complete the formation of the Liquidation Trust and carry on the affairs of the Liquidation Trust. As provided in section 1142 of the Bankruptcy Code, no further order of this Court shall be required to authorize the Liquidation Trust to enter into, execute, deliver, adopt or amend, any of the documents contemplated by the Plan, or to authorize the Disbursing Agent or Trustee to take all steps necessary to consummate the Plan.

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5. The engagement of FTI Consulting, Inc. by the Debtors in the period between the Confirmation Date and the Effective Date for the purpose of representing the Debtors in the determination of any adjustments to the Purchase Price with respect to the Net Working Capital under the Purchase Agreement is approved. The designation of FTI Consulting Inc., as represented by Martin L. Cohen, as Disbursing Agent and Trustee of the Liquidation Trust as of the Effective Date, is approved. The designation of Eddy W. Friedfeld, Esq. as Responsible Officer as of the Effective Date is approved. As soon as possible after the Effective Date, the Responsible Officer shall cause the Articles of Incorporation and Bylaws of the Debtor to contain the provisions necessary to prohibit issuance of nonvoting securities as required by section 1123(a)(6) of the Bankruptcy Code. The members of the Oversight Committee as of the Effective Date shall be Roger Jackson Pleasant, Erlinda Duenas and Medline Industries, Inc., and their appointment is approved.

6. The rejections of Executory Contracts and Unexpired Leases provided for in Article 7 of the Plan, are approved in accordance with section 365 of the Bankruptcy Code. Any Claim resulting from the rejection of an Executory Contract or Unexpired Lease shall be filed with this Court no later than thirty (30) days after the later of (i) the date of entry of an Order approving such rejection, (ii) the Effective Date, or such claim shall be forever barred; and in the event of the occurrence of the two-step closing described in Section 6.3 of the Plan, the deadline for filing Claims resulting from the rejection of an Executory Contract or Unexpired Lease associated with the New York Operations shall be thirty (30) days after notice of the closing of the sale of the New York Operations is given. If the rejection of an Executory Contract or Unexpired Lease in accordance with Article 7 of the Plan gives rise to a Claim by the other party or parties to the Executory Contract or Unexpired Lease, such Claim shall be forever

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barred and shall not be enforceable against the Estates, the Debtors, the Liquidation Trust, or any of their respective properties, unless a proof of Claim is filed and served on the Debtors in accordance with the Plan and this Confirmation Order. The notice of the deadline for filing Claims for rejection damages shall be included in the Notice of Confirmation and the Notice of Effective Date.

7. As provided in section 1125(e) of the Bankruptcy Code, the Debtors' transmittal of solicitation materials and their solicitation of acceptances of the Plan are not, and shall not be, governed by or subject to any otherwise applicable law, rule or regulation governing the solicitation of acceptance of a Chapter 11 plan or the offer, issuance, sale or purchase of securities, other than section 1125(e) of the Bankruptcy Code.

8. As provided in section 1145 of the Bankruptcy Code, if and to the extent beneficial interests in the Liquidation Trust may be deemed to constitute securities issued in accordance with the Plan, any issuance or resale of such securities will be exempt from (a) section 5 of the Securities Act of 1933, as amended, and (b) any state or local law requiring registration for offer or sale of a security or registration or licensing of an issuer or underwriter of, or broker or dealer in, a security.

9. As provided in section 1146(c) of the Bankruptcy Code, the Debtors, the Liquidation Trust, and any other party covered by section 1146(c), may not be taxed under any law imposing a stamp tax or similar tax for the issuance, transfer or exchange of a security, or the making or delivery of an instrument of transfer under the Plan.

10. The substantive consolidation of the Estates of the Debtors as provided in Section 6.1 of the Plan is approved.

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11. Within seven calendar days of entry of this Confirmation Order, the Debtors (or their agents) shall give notice of the entry of this Confirmation Order (the "Notice of Confirmation") by United States first class mail postage prepaid to: (i) the United States Trustee; (ii) counsel for the Creditors Committee; (iii) each department, agency, or instrumentality of the United States that asserts a non-tax claim against the Debtor; (iv) entities who requested notices under Bankruptcy Rule 2002; and (v) all creditors who have filed proofs of Claim in the Bankruptcy Cases or who are scheduled in the Debtors' Schedules, or any amendment or modification thereto. No notice or service of any kind will be required to be mailed or made upon any person to whom the Debtors mailed a notice of the last date for filing proofs of claim in the Bankruptcy Cases, the notice of the Disclosure Statement Hearing, or the various solicitation packages containing, among other things, notice of the Confirmation Hearing, and the Debtors or their agents received any of such notices returned marked "undeliverable as addressed," "moved - left no forwarding address," or "forwarding order expired," or similar reason, unless the Debtors have been informed in writing by such person of that person's new address. Mailing of the Notice of Confirmation in the time and manner set forth in this paragraph is adequate and satisfies the requirements of Bankruptcy Rules 2002 and 3020(c). The form of the Notice of Confirmation filed by the Debtors in connection with the Confirmation Hearing is approved.

12. On or before seven calendar days after the Effective Date, the Debtors shall mail notice of the occurrence of the Effective Date (the "Notice of Effective Date") to the persons and entities having received the Notice of Confirmation in the same manner that the Notice of Confirmation was mailed. The Debtors shall include in such Notice of Effective Date notice of the bar date for lease and contract rejection claims referred to in paragraph 6 of this Confirmation Order, the bar date for filing Administrative Expense Claims referred to in

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paragraph 13 of this Confirmation Order, and the bar date for filing professional fee claims and substantial contribution claims referred to in paragraph 16 of this Confirmation Order. The form of the Notice of Effective Date filed by the Debtors in connection with the Confirmation Hearing is approved.

13. Except as provided in paragraph 14 of this Confirmation Order, all requests for allowance and payment of Administrative Expense Claims arising after the Petition Date and before the Effective Date that were not yet paid by the Debtors, shall be filed with the Debtors and the Claims Agent no later than forty-five (45) days after the Effective Date (the "Administrative Expenses Claims Bar Date"). The Notice of the Effective Date shall include notice of the Administrative Expenses Claims Bar Date and a form for filing such Claims. Any Entity failing to file and serve a request for payment of Administrative Expense Claims on or before the Administrative Expense Claims Bar Date shall be forever barred from asserting any such right to payment as against the Debtors, the Consolidated Estate, the Liquidation Trust or the Purchaser.

14. Within ten business days following the Effective Date, the Debtors shall file a schedule with the Bankruptcy Court of all then outstanding, post-petition payables arising in the ordinary course of businesses (including, without limitation, post-petition accrued and unpaid payroll, payroll related obligations, accounts payable, accrued expenses, accrued franchise royalties, accrued interest payable, accrued and unpaid professional fees and any other current liabilities incurred in the ordinary course of business and usually categorized as such in the financial statements of the Debtors, in each case accruing from and after the Petition Date). If the holder of any Administrative Expense Claim included on such schedule agrees with the manner in which its claim has been listed, such Creditor shall not be required to file a request for

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payment of an Administrative Expense Claim. In addition, holders of the following Administrative Expense Claims are not required to file requests for payment of such Claims: KERP Claims; Claims for Professional Fees and Expenses; Claims arising under the PIBL Settlement; and Claims of the Purchaser arising under the Purchase Agreement.

15. All applications for compensation of Professional Persons for services rendered and for reimbursement of expenses incurred on or before the Effective Date, and any other request for compensation by any Entity for making a substantial contribution in the Bankruptcy Cases, shall be filed no later than the first Business Day that is thirty (30) days after the Effective Date. Any such Claim not filed within this deadline shall be forever barred and the Debtors shall be discharged of any obligation on such Claim; and any person or Entity who is required to file a request for payment of such Claim and who does not file such request by deadline shall be forever barred from asserting such Claim against the Estates, the Debtors, the Liquidation Trust, or any of their respective properties. The Allowed Administrative Expense Claims of Professional Persons shall be paid in accordance with section 1129(a)(9)(A) of the Bankruptcy Code by the Debtors or the Liquidation Trust, as applicable.

16. As soon as practicable following the Effective Date, Donlin, Recano & Company, Inc., the Claims Agent appointed in the Bankruptcy Cases, shall deliver to the Liquidation Trust a complete registry of all Claims, indicating as to each Class 5 Claim whether such Claim is Allowed or Disputed.

17. For the purposes of sections 105(a) and 1142 of the Bankruptcy Code, and notwithstanding the entry of this Confirmation Order, the occurrence of the Effective Date or the substantial consummation of the Plan, this Court shall retain jurisdiction over all matters arising out of or related to the Bankruptcy Cases and the Plan, including, without limitation, (i) for the

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purposes listed in Article 12 of the Plan, and (ii) the provisions of the PIBL Settlement Agreement that implicate the payment of income taxes by the Debtors.

18. Notwithstanding anything to the contrary contained in this Confirmation Order or the Plan: (A) Continental Casualty Company, Transportation Insurance Company, American Casualty Insurance Company of Reading, Pennsylvania and their American insurance affiliates (individually and collectively "CNA") shall retain and preserve (i) any and all rights of setoff and recoupment against the Debtors that CNA may have under insurance policies and related agreements CNA entered into with any of the Debtors (collectively, the "CNA Agreements") and (ii) any and all rights of reimbursement against the Debtors CNA may have under deductible reimbursement policies and exposure buyback policies issued by CNA in favor of any of the Debtors (collectively, "EBPs"), including but not limited to EBPs issued by East River Insurance Company or North Rock Insurance Company; and (B) the Debtors shall retain and preserve any and all objections, defenses and claims (including rights of setoff, recoupment and reimbursement, and all rights under Bankruptcy Code section 502) they may have (i) against CNA and (ii) in respect of CNA's claims. Nothing contained in this Confirmation Order or the Plan shall release, discharge or impair in any way any contractual claims CNA may hold against any non-Debtor entities, including (i) claims arising from or relating to the CNA Agreements, and (ii) claims based upon the liability of a primary named insured or additional insured.

19. In the event that the Debtors decide to effectuate the two-step Closing and/or a transfer of the Debtors' assets to the Liquidation Trust as contemplated in Section 6.3(b) of the Plan, the Debtors, the Creditors Committee and the VI/XII Collateral Trust have agreed that the Plan and the Purchase Agreement will have to be modified, as authorized by section 1127(b) of the Bankruptcy Code. Therefore, notwithstanding anything to the contrary in the Plan

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or this Confirmation Order, the Debtors shall not make any post-confirmation, pre-substantial consummation modifications to the Plan and Purchase Agreement except upon notice and a hearing, and such modifications shall be expressly subject to and conditioned upon the approval of the Creditors Committee and the VI/XII Collateral Trust, which approval shall not unreasonably be withheld.

20. The failure to specifically include any particular provision of the Plan in this Confirmation Order shall not diminish or impair the effectiveness of any such provision, it being the intent of this Court that the Plan is approved and confirmed in its entirety pursuant to this Order.

21. The provisions of this Confirmation Order are non-severable and mutually dependent.

22. This Confirmation Order is a separate Order with respect to the Debtor for all purposes. The Clerk is directed to file and docket this Confirmation Order in the Bankruptcy Cases.

Dated: December 20, 2004
Central Islip, New York

S/Stan Bernstein
HONORABLE STAN BERNSTEIN,
UNITED STATES BANKRUPTCY JUDGE

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EXHIBIT A

**THIRD AMENDED JOINT PLAN OF LIQUIDATION OF TENDER
LOVING CARE HEALTH CARE SERVICES, INC. AND ITS DEBTOR
SUBSIDIARIES DATED AS OF SEPTEMBER 8, 2004, AS MODIFIED**

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