

L05000100371

Florida Department of State
Division of Corporations
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SECRETARY OF STATE
 TALLAHASSEE, FLORIDA

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To:

Division of Corporations
 Fax Number : (850) 205-0380

From:

Account Name : CORPORATION SERVICE COMPANY
 Account Number : I20000000195
 Phone : (850) 521-1000
 Fax Number : (850) 558-1575

MERGER OR SHARE EXCHANGE

CI ACQUISITION SUB, LLC

Certificate of Status	0
Certified Copy	1
Page Count	13
Estimated Charge	\$96.25

\$90.00

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DIVISION OF CORPORATIONS

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TALLAHASSEE, FLORIDA**ARTICLES OF MERGER**

The following articles of merger are being submitted in accordance with section(s) 607.1109, 608.4382, and/or 620.203, Florida Statutes.

FIRST: The exact name, street address of its principal office, jurisdiction, and entity type for each merging party are as follows:

<u>Name and Street Address</u>	<u>Jurisdiction</u>	<u>Entity Type</u>
1. <u>Compacript, Inc.</u> <u>1600 RiverCenter Blvd.</u> <u>100 East RiverCenter II</u> <u>Covington, KY 41011</u>	<u>Florida</u>	<u>Corporation</u>
Florida Document/Registration Number: <u>984000048261</u>		FBI Number: <u>65-0506539</u>
2. _____ _____ _____	_____	_____
Florida Document/Registration Number: _____		FBI Number: _____
3. _____ _____ _____	_____	_____
Florida Document/Registration Number: _____		FBI Number: _____
4. _____ _____ _____	_____	_____
Florida Document/Registration Number: _____		FBI Number: _____

(Attach additional sheet(s) if necessary)

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TALLAHASSEE, FLORIDA

SECOND: The exact name, street address of its principal office, jurisdiction, and entity type of the surviving party are as follows:

<u>Name and Street Address</u>	<u>Jurisdiction</u>	<u>Entity Type</u>
CI Acquisition Sub, LLC 1600 RiverCenter II 100 East RiverCenter Blvd. Covington, KY 41011	Florida	LLC

Florida Document/Registration Number: L05000100371 FEI Number: 65-0506539

THIRD: The attached Plan of Merger meets the requirements of section(s) 607.1108, 608.438, 617.1103, and/or 620.201, Florida Statutes, and was approved by each domestic corporation, limited liability company, partnership and/or limited partnership that is a party to the merger in accordance with Chapter(s) 607, 617, 608, and/or 620, Florida Statutes.

FOURTH: If applicable, the attached Plan of Merger was approved by the other business entity(ies) that is/are party(ies) to the merger in accordance with the respective laws of all applicable jurisdictions.

FIFTH: If not incorporated, organized, or otherwise formed under the laws of the state of Florida, the surviving entity hereby appoints the Florida Secretary of State as its agent for substitute service of process pursuant to Chapter 48, Florida Statutes, in any proceeding to enforce any obligation or rights of any dissenting shareholders, partners, and/or members of each domestic corporation, partnership, limited partnership and/or limited liability company that is a party to the merger.

SIXTH: If not incorporated, organized, or otherwise formed under the laws of the state of Florida, the surviving entity agrees to pay the dissenting shareholders, partners, and/or members of each domestic corporation, partnership, limited partnership and/or limited liability company that is a party to the merger the amount, if any, to which they are entitled under section(s) 607.1302, 620.205, and/or 608.4384, Florida Statutes.

SEVENTH: If applicable, the surviving entity has obtained the written consent of each shareholder, member or person that as a result of the merger is now a general partner of the surviving entity pursuant to section(s) 607.1108(5), 608.4381(2), and/or 620.202(2), Florida Statutes.

EIGHTH: The merger is permitted under the respective laws of all applicable jurisdictions and is not prohibited by the agreement of any partnership or limited partnership or the regulations or articles of organization of any limited liability company that is a party to the merger.

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 TALLAHASSEE, FLORIDA

NINTH: The merger shall become effective as of

The date the Articles of Merger are filed with Florida Department of State

OR

(Enter specific date. NOTE: Date cannot be prior to the date of filing.)

TENTH: The Articles of Merger comply and were executed in accordance with the laws of each party's applicable jurisdiction.

ELEVENTH: SIGNATURE(S) FOR EACH PARTY:

(Note: Please see instructions for required signatures.)

Name of Entity

Signature(s)

Typed or Printed Name of Individual

Compassion, Inc.

Reed T. Robbins, Secretary

CI Acquisition Sub, LLC

Regis T. Robbins, Secretary
of NeighborCare, Inc.,
ICA sole member

(Attach additional sheet(s) if necessary)

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TALLAHASSEE, FLORIDA

REQUIRED SIGNATURES FOR EACH ENTITY TYPE:

<u>All Corporations:</u>	Signature of Chairman, Vice Chairman, President or any officer.
<u>All General Partnerships:</u>	Signatures of two partners.
<u>All Domestic Limited Partnerships:</u>	Signatures of all general partners.
<u>All Non-Florida Limited Partnerships:</u>	Signature of one general partner.
<u>All Limited Liability Companies:</u>	Signature of a member or authorized representative of a member.
<u>All Other Business Entities:</u>	In accordance with the laws of their jurisdiction.

Make checks payable to Florida Department of State and mail to:

Mailing address:
Division of Corporations
P.O. Box 6327
Tallahassee, FL 32314

Street Address:
Division of Corporations
409 E. Gaines St.
Tallahassee, FL 32399

FILING FEES:

For each Limited Partnership:	\$52.50 (If merger filed pursuant to s. 608.4382, \$25.00)
For each Limited Liability Company:	\$25.00
For each Corporation:	\$35.00
For each General Partnership:	\$25.00
All Others:	No Charge

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SECRETARY OF STATE
TALLAHASSEE, FLORIDA**PLAN OF MERGER**

The following plan of merger, which was adopted and approved by each party to the merger in accordance with section(s) 607.1107, 617.1103, 608.4381, and/or 620.202, is being submitted in accordance with section(s) 607.1108, 608.438, and/or 620.201, Florida Statutes.

FIRST: The exact name and jurisdiction of each merging party are as follows:

Name

Compscript, Inc.

Jurisdiction

Florida

SECOND: The exact name and jurisdiction of the surviving party are as follows:

Name

CI Acquisition Sub, LLC

Jurisdiction

Florida

THIRD: The terms and conditions of the merger are as follows:

Please see Exhibit A to this form.

(Attach additional sheet(s) if necessary)

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SECRETARY OF STATE
TALLAHASSEE, FLORIDA**FOURTH:**

- A. The manner and basis of converting the interests, shares, obligations or other securities of each merged party into the interests, shares, obligations or other securities of the survivor, in whole or in part, into cash or other property are as follows:

Please see Exhibit A to this form.

- B. The manner and basis of converting rights to acquire interests, shares, obligations or other securities of each merged party into rights to acquire interests, shares, obligations or other securities of the surviving entity, in whole or in part, into cash or other property are as follows:

There are no outstanding rights to acquire interests, shares, obligations or other securities of Compscript, Inc., the merged corporation. All the capital stock of Compscript, Inc. is held by Omnicare, Inc. Pursuant to the agreement and plan of merger attached hereto as Exhibit A, upon consummation of the merger, all interests held in Compscript, Inc. will be converted into the right to receive 50 shares of Omnicare Holding Company common stock (the direct parent of NeighborCare, Inc.) and NeighborCare, Inc. will hold 100% of the interests in the surviving entity.

(Attach additional sheet(s) if necessary)

FIFTH: If a partnership or limited partnership is the surviving entity, the name(s) and address(es) of the general partner(s) are as follows:

Name(s) and Address(es) of General Partner(s)

If General Partner is a Non-Individual,

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SIXTH: If a limited liability company is the surviving entity the name(s) and address(es) of the manager(s) managing members are as follows:
Member managed: NeighborCare, Inc. is the sole member, 1600 RiverCenter II, 100 East RiverCenter Blvd., Covington, KY 41011.

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TALLAHASSEE, FLORIDA

SEVENTH: All statements that are required by the laws of the jurisdiction(s) under which each Non-Florida business entity that is a party to the merger is formed, organized, or incorporated are as follows:
N/A

EIGHTH: Other provisions, if any, relating to the merger:
Please see Exhibit A to this form.

(Attach additional sheet(s) if necessary)

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Execution Copy

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**COMPScript
AGREEMENT AND PLAN OF MERGER**SECRETARY OF STATE
TALLAHASSEE, FLORIDA

THIS COMPScript AGREEMENT AND PLAN OF MERGER, dated as of June 8, 2006 (the "Agreement"), is entered into by and among CompScript, Inc. (the "Corporation"), CI Acquisition Sub, LLC, a Florida limited liability company (the "LLC") and Omnicare Holding Company, a Delaware corporation ("OHC").

WHEREAS, the Corporation is a direct, wholly owned subsidiary of Omnicare, Inc. ("Omnicare"), and Omnicare owns all of the outstanding voting common stock of OHC;

WHEREAS, the LLC, a direct, wholly owned subsidiary of NeighborCare, Inc., a Pennsylvania corporation ("NeighborCare"), is a single-member limited liability company classified as a "disregarded entity" for U.S. federal tax purposes;

WHEREAS, Omnicare and certain of its subsidiaries, including NeighborCare, OHC and the Corporation, have entered into that certain Plan of Reorganization, dated JUNE 1, 2006, memorializing a plan for the reorganization of the business operations of Omnicare and its affiliates (the "Plan"), and such Plan has been adopted, authorized and approved by all requisite parties thereto;

WHEREAS, as of the date hereof, pursuant to the Plan, NeighborCare is a direct, wholly owned subsidiary of OHC;

WHEREAS, the Plan contemplates the transactions to be effected hereby and constitutes a plan of reorganization within the meaning, and for the purposes, of section 368(a) of the Internal Revenue Code of 1986, as amended (the "Code"), and corresponding provisions of applicable state tax laws; and

WHEREAS, the parties desire and have determined that, in accordance with the Plan, it is in the best interest of each of the parties to merge the Corporation with and into the LLC, with the LLC as the surviving entity of such merger, pursuant to the laws of the State of Florida, upon the terms and conditions set forth in this Agreement (the "Merger").

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein, the parties hereto agree as follows:

1. Merger. Subject to and in accordance with the provisions of this Agreement, at the Effective Time, as defined below, the Corporation shall be merged with and into the LLC, with the LLC being the surviving entity (the "Surviving Entity") in the Merger. The Surviving Entity shall, in accordance with Section 4983 of the Florida Limited Liability Companies Law (the "FLLCL"), succeed by operation of law, without other transfer or action, to all of the rights, title, interests and property, tangible or intangible, of the Corporation, and shall assume all debts, obligations and liabilities of

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the Corporation as if the Surviving Entity had itself incurred such debts, obligations and liabilities.

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TALLAHASSEE FLORIDA

2. Effective Time. The Merger shall become effective at such time as determined in accordance with the laws of the state of Florida (the "Effective Time").

3. Conversion of Interests: Member of Surviving Entity. Immediately prior to the Merger, Omnicare is the record and beneficial owner of all outstanding shares of capital stock of the Corporation and NeighborCare is the record and beneficial owner of all outstanding limited liability company interests in the LLC. At the Effective Time, the total number of shares of common stock of the Corporation issued and outstanding immediately prior to the Effective Time shall, by virtue of the Merger and without any action by the Corporation or any other person, be converted into and represent the right to receive a total of 73 shares of common stock, par value \$1.00 per share, of OHC and NeighborCare shall be the sole member of the Surviving Entity.

4. Articles of Organization.

a. Subject to section 4(b), the Articles of Organization of the LLC as in effect immediately prior to the Effective Time, shall continue as the articles of organization of the Surviving Entity.

b. The articles of merger shall provide that, at the Effective Time, Article 1 of the Articles of Organization of LLC as in effect immediately prior to the Effective Time, shall be amended as of the Effective Time to read as follows:

"The name of the Limited Liability Company is:
Compscript, LLC."

5. LLC Agreement. The operating agreement of the LLC as in effect immediately prior to the Effective Time (the "LLC Agreement"), shall be the operating agreement of the Surviving Entity and shall continue as in effect immediately prior to the Effective Time until amended in accordance with the terms of the LLC Agreement and the applicable provisions of the FLLCL.

6. Entire Agreement: Amendment. This Agreement constitutes the entire agreement between the parties hereto pertaining to the subject matter hereof and supersedes all prior agreements, if any, of the parties. No provision of this Agreement may be amended or modified prior to the Effective Time unless such amendment or modification is in writing and executed by the parties hereto.

7. Termination. This Agreement may be terminated and the Merger contemplated hereby may be abandoned at any time prior to the Effective Time by mutual consent of the parties hereto.

8. Tax Treatment. The parties hereto agree that it is their express intention that, for all U.S. federal income tax purposes, and applicable state income and franchise tax purposes, the Merger constitute a "reorganization" of the Corporation into

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NeighborCare described in section 368(a) of the Code (and corresponding provisions of applicable state tax laws).

9. Miscellaneous.

a. If, at any time from and after the Effective Time, the Surviving Entity shall consider or be advised that any further assignment or assurance in law is necessary, advisable or desirable to vest in the Surviving Entity the title to any property or rights of the Corporation, the officers of the sole member of the Surviving Entity are hereby authorized, acting singly or jointly in the name of the Corporation, to execute and make all such proper assignments and assurances in law, and to do all other things necessary, advisable or proper to vest such property or rights in the Surviving Entity and otherwise carry out the purposes of this Agreement.

b. The Surviving Entity shall assume and pay all expenses incurred in connection with the transactions contemplated by this Agreement not theretofore paid by the respective parties.

c. This Agreement shall be governed by, and construed in accordance with, the laws of the State of Delaware.

d. This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which together shall be considered one and the same agreement.

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TALLAHASSEE, FLORIDA

IN WITNESS WHEREOF, the parties have executed this Agreement and caused the same to be duly delivered on their behalf on the day and year first written above.

CI ACQUISITION SUB, LLC

By: NeighborCare, Inc., its sole member

By: 
Name: Regis T. Robbins
Title: Secretary

COMPScript, INC.

By: 
Name: Regis T. Robbins
Title: Secretary

OMNICARE HOLDING COMPANY

By: _____
Name: Cheryl D. Hodges
Title: Secretary

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IN WITNESS WHEREOF, the parties have executed this Agreement and caused the same to be duly delivered on their behalf on the day and year first written above.

SECRETARY OF STATE
TALLAHASSEE, FLORIDA

CI ACQUISITION SUB, LLC

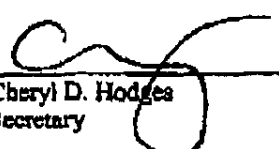
By: NeighborCare, Inc., its sole member

By: _____
Name: Regis T. Robbins
Title: Secretary

COMPSCRIPT, INC.

By: _____
Name: Regis T. Robbins
Title: Secretary

OMNICARE HOLDING COMPANY

By: 
Name: Cheryl D. Hodges
Title: Secretary

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