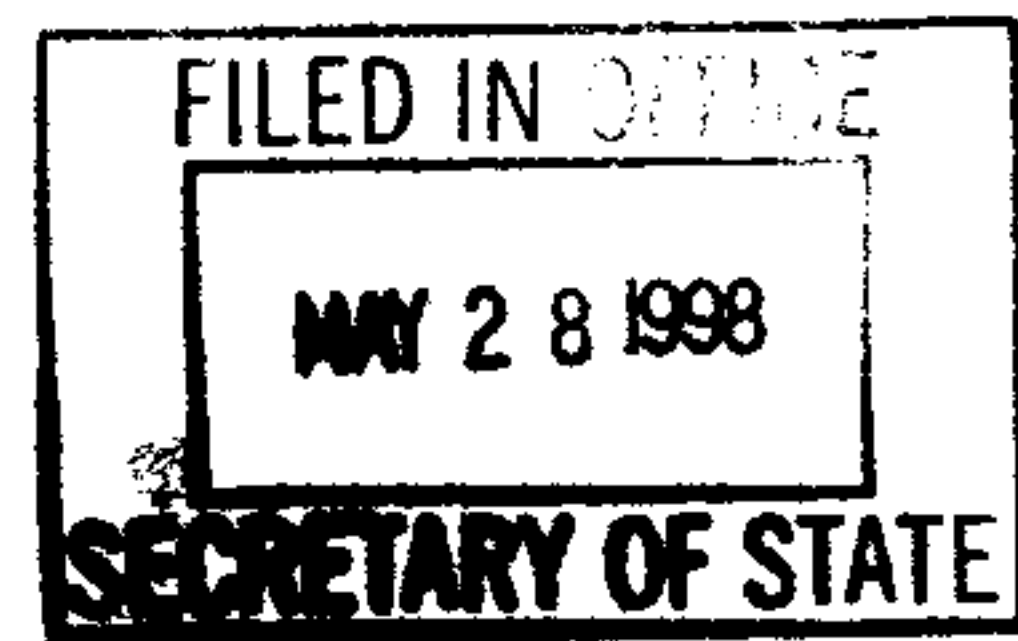


ARTICLES OF MERGER



Inst # 1998-21420

These articles made in an agreement dated April 2, 1997, between **MEDICARE RENTAL OF WEST ALABAMA, INC.**, a corporation organized on the 3rd day of January, 1996, and existing under the laws of the State of Alabama, in Tuscaloosa County, Alabama, having its principal office in Tuscaloosa, Tuscaloosa County, Alabama, and **HOME MEDICAL MART, INC.**, a corporation organized on the 21st day of November, 1990, and existing under the laws of the State of Alabama, having its principal office and place of business in Alabaster, Shelby County, Alabama.

RECITALS

1. The total number of shares of stock in **MEDICARE RENTAL OF WEST ALABAMA, INC.**, is 100 shares.
2. The total number of shares of stock in **HOME MEDICAL MART, INC.**, is 100 shares.
3. The Chairman of the Boards of Directors, **CRAIG JACKSON**, of the respective corporations deems it desirable and in the best interest of the corporations and their shareholders that **MEDICARE RENTAL OF WEST ALABAMA, INC.**, and **HOME MEDICAL MART, INC.**, be merged into **HOME MEDICAL MART OF ALABAMA, INC.**, a corporation organized and existing under the laws of the State of Alabama, on the 18th day of July, 1998, and having its principal office and place of business in Alabaster, Shelby County, Alabama.
4. For the reasons set forth above, and in consideration of the mutual covenants and promises of the parties hereto, the constituent corporations agree, pursuant to the Resolutions passed by their respective Board of Directors and Stockholders, that the respective corporations shall be merged into **HOME MEDICAL MART OF ALABAMA, INC.**, as a single corporation; and the parties agree to and prescribe the terms and conditions of such merger, the method of carrying it into effect, and the manner of converting the shares of both corporations into shares or other securities of **HOME MEDICAL MART OF ALABAMA, INC.**, as hereinafter set forth.

SECTION ONE

HOME MEDICAL MART OF ALABAMA, INC.,
to be the surviving corporation

MEDICARE RENTAL OF WEST ALABAMA, INC., and **HOME MEDICAL MART, INC.**, shall be merged into **HOME MEDICAL MART OF ALABAMA, INC.**, and the corporate existence of **MEDICARE RENTAL OF WEST ALABAMA, INC.**, and **HOME MEDICAL MART, INC.**, shall cease and the corporate existence of **HOME MEDICAL MART OF ALABAMA, INC.**, shall continue

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under the name of **HOME MEDICAL MART OF ALABAMA, INC.**, and shall become the owner, without other transfer, of all the rights and property of the constituent corporations, and **HOME MEDICAL MART OF ALABAMA, INC.**, shall become subject to all of the debts and liabilities of the constituent corporations in the same manner as if **HOME MEDICAL MART OF ALABAMA, INC.**, had itself incurred them.

SECTION TWO

Principal Office

The principal office of **HOME MEDICAL MART OF ALABAMA, INC.**, is in Alabaster, Shelby County, Alabama, shall remain the principal office of the corporation following this merger.

SECTION THREE

Objects and Purposes

The nature of the business and the objects and purposes proposed to be transacted, promoted, and carried on by the corporation following the merger are as follows:

- a. To conduct the retail business of selling tangible and intangible goods to the public, whether directly or indirectly, and including the purchasing and selling of inventory.
- b. To take, own hold, deal in, mortgage or otherwise give lien against and to lease, sell, buy, exchange, transfer and, in any manner, dispose of or deal with real property of every class or description, and any and all interest therein, both within and without the State of Alabama.
- c. To manufacture, purchase or otherwise acquire, in any lawful manner, and to hold, own, mortgage, pledge or otherwise to give liens against and to lease, sell, assign, exchange, transfer, or in any manner dispose of, to deal and trade in and with, and to invest in goods, wares, merchandise and property of any and every class and description, both within and without the State of Alabama, and in any part of the world.
- d. For any of the purposes of the Corporation and without any limitation as to amount, to borrow and raise monies, to draw, make, accept, endorse, discount, execute, pledge, issue, sell or otherwise dispose of promissory notes, drafts, bills of exchange, warrants, bonds and other instruments, whether transferable, and other evidence of indebtedness, whether secured by mortgage or otherwise, either alone or jointly with any other person or corporation; to confer upon the holders of any of its obligations such rights, powers and pledges as from time to time might be deemed advisable by

the Board of Directors, except as may be specifically prohibited by law; to lend money with or without collateral or other security.

- e. To enter into, make and perform contracts of every kind for any lawful purpose with any person, firm, association, corporation, municipality or body politic.
- f. To purchase, insofar as the same may be done without impairing capital of the Corporation, except as otherwise permitted by law, and to hold, pledge, and reissue shares of its own capital stock, as determined by the Board of Directors.
- g. To do any and all of the things herein set forth to the same extent as natural persons might or could do and in any part of the world as principals, agents, contractors, trustees or otherwise, and either alone or in the company of others.
- h. In general, to carry on any other business in connection therewith and to do all things not forbidden by the Laws of the State of Alabama and with all the powers conferred upon corporations by the Laws of the State of Alabama. It is the intention that each of the objects, purposes and powers specified in each of the paragraphs of this Article III for these Articles of Incorporation shall, except where otherwise specified, be no wise limited or restricted Articles, but that the objects, purposes and powers specified in this Article and in each of the Articles and paragraphs of these Articles of Incorporation shall be regarded as independent objects, purposes, and powers and shall not be construed to restrict, in any manner, the general powers and terms of this Corporation nor shall the expression of any one thing be deemed to exclude another, although it be of like nature.

SECTION FOUR

Articles of Incorporation

The articles of incorporation of **HOME MEDICAL MART OF ALABAMA, INC.**, shall govern once the merger transaction has been completed.

SECTION FIVE

Bylaws

The present bylaws of **HOME MEDICAL MART OF ALABAMA, INC.**, insofar as not inconsistent with this agreement of merger, shall be the bylaws of the corporation following the merger until altered, amended, or repealed as therein provided.

SECTION SIX

Name and Addresses of Directors

The name and address of the person who shall constitute the Board of Directors of **HOME MEDICAL MART OF ALABAMA, INC.**, following merger, and who shall hold office until the first annual meeting of the shareholders of **HOME MEDICAL MART OF ALABAMA, INC.**, is as follows: Craig Jackson, 501 Southbrook Village, Alabaster, Alabama 35007.

SECTION SEVEN

Method of Converting Shares

Immediately upon this agreement of merger becoming effective, the shares of the constituent corporations shall, without any other action on the part of the respective holders thereof, become and be converted into shares of stock of **HOME MEDICAL MART OF ALABAMA, INC.**, as follows:

- a. **ONE HUNDRED (100) shares of MEDICARE RENTAL OF WEST ALABAMA, INC., for FIFTY (50) shares of HOME MEDICAL MART OF ALABAMA, INC.; and**
- b. **ONE HUNDRED (100) shares of HOME MEDICAL MART, INC., for FIFTY (50) 50 shares of HOME MEDICAL MART OF ALABAMA, INC.**

SECTION EIGHT

Dividends Prior to Merger

Until this agreement and article of merger becomes effective or is abandoned, the constituent corporations may pay dividends on their shares of common stock of any class or series at their respective regular times and rates.

SECTION NINE

Extraordinary Transactions

Neither corporation shall, prior to the effective date of the merger, engage in any activity or transaction other than in the ordinary course of business, except as contemplated by this agreement.

SECTION TEN

Submission to Stockholders, Effective Date

This agreement shall be submitted to the stockholders of the constituent corporations in the manner provided by the *Code of Alabama (1975), as amended*, and, if the votes of stockholders of each such corporation representing ninety per cent (90%) of the total number of shares of its capital stock shall be in favor of the adoption of this agreement, it shall, subject to the provisions of Section Eleven of this agreement, take effect as the agreement of merger of the constituent corporations on the date on which it is filed in the office of the Secretary of State of the State of Alabama together with evidence of its adoption as required by law.

SECTION ELEVEN

Abandonment of Merger

Anything to the contrary herein notwithstanding, if the Board of Directors of **MEDICARE RENTAL OF WEST ALABAMA, INC.**, or the Board of Directors of **HOME MEDICAL MART, INC.**, should determine, either before or after the meeting of the stockholders of the respective corporations called to vote on the adoption or rejection of this agreement of merger, that for any legal, financial, economic, or business reason deemed sufficient by such board it is not in the interest of the corporation it represents, or the stockholders of such corporation, or is otherwise inadvisable or impracticable to consummate the merger, such Board of Directors may abandon the merger by directing the officers of the corporations to refrain from executing or filing this agreement of merger, and thereupon this agreement shall be void and of no effect.

In witness whereof, the directors, or a majority thereof have executed this agreement on the day and year first above written.

Home Medical Mart, Inc.

By:

Its: Chairman of the Board

Witness

Medicare Rental of West Alabama, Inc.

By:

Its: Chairman of the Board

Witness

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**Secretary of State
Office of The Secretary of State**

I hereby certify that this is a
true and correct copy of the
document(s) filed in this office
and certificate issued by this
office on 5/28/98

DATE 5/28/98


Secretary of State

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