
ARTICLES OF MERGER
MERGING
SAINT JOSEPH-PAML, LLC
WITH AND INTO
LABORATORY CORPORATION OF AMERICA

December 20
 , 2024

Pursuant to the provisions of Chapter 275 of the Kentucky Revised Statutes (the “KRS”), the undersigned entity hereby submits the following Articles of Merger:

1. The name and jurisdiction of organization or incorporation of each constituent business entity which is to merge is:
 - a. Saint Joseph-PAML, LLC, a Kentucky limited liability company (the “**Merging Entity**”); and
 - b. Laboratory Corporation of America, a Delaware corporation (the “**Surviving Entity**”).
2. A copy of the agreement and plan of merger (the “**Plan of Merger**”) is attached hereto as Exhibit A.
3. The name of the Surviving Entity is “Laboratory Corporation of America”.
4. The Plan of Merger was duly authorized and approved by each constituent entity in accordance with KRS 275.350 and the relevant provisions of the Delaware General Corporation Law (the “**DGCL**”).
5. The Surviving Entity agrees that it may be served with process in the Commonwealth of Kentucky in any proceeding for the enforcement of any obligation of the Merging Entity, as well as for the enforcement of any obligation of the Surviving Entity.

The Surviving Entity appoints the Secretary of State of the Commonwealth of Kentucky as its agent for service of process in any such proceeding. The address to which a copy of the process shall be mailed to it by the Secretary of State is 358 South Main Street, Burlington, NC 27215.
6. The effective date of the merger hereby effectuated shall be December 31, 2024.

* * * * *

IN WITNESS WHEREOF, the Surviving Entity has caused these Articles of Merger to be executed in its corporate name by its duly authorized officer on the date first set forth above.

**LABORATORY CORPORATION OF
AMERICA**

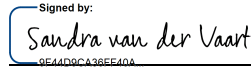
By:  Signed by:
Name: Sandra D. van der Vaart
Title: Executive Vice President, Chief Legal
Officer, and Secretary

Exhibit A

Agreement and Plan of Merger

AGREEMENT AND PLAN OF MERGER

This **AGREEMENT AND PLAN OF MERGER** (this “**Agreement**”) is entered into on December 18, 2024 by and between **Laboratory Corporation of America**, a Delaware corporation (the “**Acquiror**”), and **Saint Joseph-PAML, LLC**, a Kentucky limited liability company and direct, wholly owned subsidiary of the Acquiror (the “**Target**”, and each of the Acquiror and the Target, a “**Party**”, and, together, the “**Parties**”).

WHEREAS, the Acquiror and its immediate parent, Laboratory Corporation of America Holdings, a Delaware corporation, are undertaking a legal entity rationalization and reorganization process (the “**Reorganization**”) to simplify and realign their current entity holding structure, integrate acquired entities, eliminate dormant or redundant entities, and reduce filing, compliance and related administrative costs;

WHEREAS, in furtherance of the Reorganization and pursuant to Section 264 of the Delaware General Corporation Law (“**DGCL**”) and Chapter 275 of the Kentucky Revised Statutes (the “**KRS**”), the board of directors of the Acquiror, the sole member of the Target, and the Board of Managers of the Target each have approved this Agreement and the transactions contemplated by this Agreement, including the Merger (as defined herein);

WHEREAS, pursuant to the transactions contemplated by this Agreement and on the terms and subject to the conditions set forth herein, the Target, in accordance with Section 264 of the DGCL and Chapter 275 of the KRS, will merge with and into the Acquiror, with the Acquiror continuing as the surviving corporation (the “**Merger**”); and

WHEREAS, the Parties intend that the Merger be treated as tax-free for United States federal income tax purposes.

NOW, THEREFORE, in consideration of the mutual covenants, terms, conditions and agreements contained in this Agreement and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound hereby, the Parties agree as follows:

1. **MERGER**

- 1.1 **The Merger.** At the Effective Time (as defined herein), in accordance with applicable provisions of the DGCL and the KRS, the Target shall merge with and into the Acquiror, the separate existence of the Target shall cease, and the Acquiror shall continue as the surviving corporation in the Merger (the “**Surviving Entity**”).
- 1.2 **Effective Time.** The Merger shall become effective upon the filing of the certificate of merger with the Secretary of State of the State of Delaware or at such later time as may be specified in such certificate of merger, in accordance with Section 264 of the DGCL and Chapter 275 of the KRS (the “**Effective Time**”).
- 1.3 **Conversion of Limited Liability Company Interests and Shares.** At the Effective Time, by virtue of the Merger and without any action on the part of the Acquiror, the Target, the stockholders of the Acquiror, or the sole member of the Target:

- (a) each limited liability company interest of the Target, issued and outstanding immediately prior to the Effective Time, shall automatically be canceled and retired and will cease to exist, and no consideration will be delivered in exchange therefor; and
 - (b) each share of capital stock of the Acquiror issued and outstanding immediately prior to the Effective Time shall remain outstanding following the consummation of the Merger.
- 1.4 Certificate of Incorporation. Pursuant to the Merger, the Certificate of Incorporation of the Acquiror in effect immediately prior to the Effective Time shall be the Certificate of Incorporation of the Surviving Entity until thereafter changed or amended as provided therein or by applicable law.
- 1.5 Directors and Officers. At and after the Effective Time, the directors and officers of the Acquiror shall be the directors and officers, respectively, of the Surviving Entity until their respective successors have been duly elected or appointed and qualified or until their earlier death, resignation or removal in accordance with the Surviving Entity's Certificate of Incorporation and bylaws and the DGCL.
- 1.6 Governance Documents. Pursuant to the Merger, the bylaws of the Acquiror in effect immediately prior to the Effective Time shall be the bylaws of the Surviving Entity at and after the Effective Time until thereafter amended in accordance with the terms thereof, the Surviving Entity's Certificate of Incorporation and the DGCL.
- 1.7 Business of the Target. At the Effective Time, all of the property, rights, privileges, franchises, registrations and other assets of every kind and description of the Target shall be transferred to, vested in and devolve upon the Surviving Entity without further act or deed, and all obligations and liabilities of the Target shall thereupon be assumed in full by the Surviving Entity without further act or deed.

2. REPRESENTATIONS AND WARRANTIES

- 2.1 Each Party represents and warrants to the other Party that (a) it is duly organized, validly existing and, to the extent applicable in such Party's jurisdiction, in good standing under the laws of its jurisdiction of formation or organization; (b) it has the requisite organizational power and authority and has taken all necessary organizational action to authorize, execute, deliver and perform this Agreement and such other documents and instruments as agreed between the Parties as may be reasonably required or desirable to carry out the transactions contemplated by this Agreement; and (c) this Agreement, when duly executed and delivered, is a legal, valid and binding obligation of such Party, enforceable in accordance with its terms.

3. FURTHER ASSURANCES

- 3.1 From time to time hereafter, each Party agrees, at its own cost and expense, to do, or cause to be done, all such actions and to duly issue, execute and deliver, or cause to be issued, executed and delivered, as applicable, all such documents, notices, instruments and

agreements (so far as is within its power to do so) as may be reasonably necessary or desirable to give effect to the provisions and intent of this Agreement.

- 3.2 Each Party shall take all steps as may be reasonably necessary, and file with the relevant governmental or regulatory authorities any required documents or filings, to obtain any regulatory or governmental approvals reasonably necessary to give full effect to this Agreement and the transactions contemplated hereby and thereby.

4. ENTIRE AGREEMENT

- 4.1 This Agreement (together with any exhibits, annexes and schedules (as applicable) hereto and any other agreements, documents and instruments (a) incorporated or referenced hereby or delivered in connection herewith or (b) related to or entered into in connection with the Reorganization, to the extent relating to the subject matter hereof) constitutes the entire agreement between the Parties with respect to the subject matter hereof and supersedes and cancels all previous agreements and understandings, whether written or oral, between the Parties with respect to such subject matter.

5. MISCELLANEOUS

- 5.1 Counterparts. This Agreement may be executed in any number of counterparts, and in separate counterparts, and may be delivered by facsimile, .pdf or other similar electronic transmission. Each counterpart when so executed and delivered shall be deemed an original, and all such counterparts taken together shall constitute one and the same instrument.
- 5.2 No Third Party Beneficiaries. This Agreement is not intended to, and does not, confer any legal or equitable rights or remedies hereunder upon any person other than the Parties and their respective successors and permitted assigns.
- 5.3 Successors and Assigns. This Agreement shall be binding upon, inure to the benefit of and be enforceable by and against the Parties and their respective successors and permitted assigns. Neither Party may assign any of its rights or delegate any of its obligations under this Agreement without the prior written consent of the other Party hereto; provided, however, that either Party may at any time, and without the consent of the other Party, assign all or a portion of its rights, interests or obligations under this Agreement to one or more of its affiliates.
- 5.4 Legal Enforceability. If any provision of this Agreement is fully or in part invalid, illegal or incapable of being enforced by any rule, law or public policy, all other provisions of this Agreement shall nevertheless remain in full force and effect so long as the economic and legal substance of the transactions contemplated hereby are not affected in any manner materially adverse to either Party. Upon such determination that any provision is invalid, illegal or incapable of being enforced, the Parties shall negotiate in good faith to modify this Agreement so as to effect the original intent of the Parties as closely as possible.
- 5.5 Amendment, Modification and Waiver. No amendment of any provision of this Agreement shall be effective, unless the same shall be in writing and signed by the Parties. Any failure of a Party to comply with any obligation or agreement hereunder may only be waived in

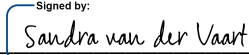
writing by the Party against whom the waiver is to be effective, but such waiver shall not operate as a waiver of, or estoppel with respect to, any subsequent or other failure. No failure by a Party to take any action with respect to any breach of this Agreement or default by the other Party shall constitute a waiver of such Party's right to enforce any provision hereof or to take any such action.

- 5.6 Headings. The descriptive headings herein are inserted for convenience of reference only and are not intended to be a substantive part of or to affect the meaning or interpretation of this Agreement.
- 5.7 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Delaware, without giving effect to conflicts of law principles.

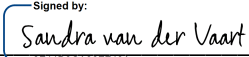
[Signature page follows]

IN WITNESS WHEREOF, the Parties have executed this Agreement or caused this Agreement to be executed in their name and on their behalf as of the date first set forth above.

**LABORATORY CORPORATION OF
AMERICA**

By:  Signed by:
9F44D9CA36FF40A...
Name: Sandra D. van der Vaart
Title: Executive Vice President, Chief Legal
Officer, and Secretary

SAINT JOSEPH-PAML, LLC

By:  Signed by:
9F44D9CA36FF40A...
Name: Sandra D. van der Vaart
Title: President and Secretary