

M00000002447

Life
Care
Centers
of America

3001 Keith Street, NW/P.O. Box 3480/Cleveland, Tennessee 37320-3480/(423) 472-9585

December 5, 2000

VIA FEDERAL EXPRESS

Florida Secretary of State
409 East Gaines Street
Tallahassee, FL

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*****50.00 *****25.00

RE: MelWood Nursing Center, L.L.C.

Dear Representative:

Enclosed herewith are Articles of Merger and Plan of Merger for the above-referenced entity. Also enclosed herewith is our check in the amount of \$50.00 which represents the necessary filing fees. I would appreciate your filing the merger documents **expeditiously** on **Wednesday, December 6, 2000**, with evidence of filing being forwarded to me via overnight mail (return envelope enclosed) for delivery on **Thursday, December 7, 2000**. *not enclosed*

If you should have any questions and/or need additional information, please contact me at (423) 473-5868. Thank you in advance for your assistance in this matter.

Sincerely,

Joan E. Thurmond
Joan E. Thurmond
Legal Assistant

JET/

Enclosure

cc: Terence L. Morris, Esquire

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SECRETARY OF STATE
TALLAHASSEE FLORIDA

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ARTICLES OF MERGER
Merger Sheet

MERGING:

MELWOOD NURSING CENTER, L.L.C. a Florida entity #L00000005022

into

MELWOOD NURSING CENTER, L.L.C., a Tennessee entity M00000002447

File date: December 6, 2000

Corporate Specialist: Lee Rivers

**ARTICLES OF MERGER OF MELWOOD NURSING CENTER, L.L.C., A FLORIDA
LIMITED LIABILITY COMPANY, INTO MELWOOD NURSING CENTER, L.L.C.,
A TENNESSEE LIMITED LIABILITY COMPANY**

Pursuant to the provisions of the Florida Limited Liability Company Act, the undersigned hereby submits this Articles of Merger and states as follows:

1. The name of the merging limited liability company is MelWood Nursing Center, L.L.C., a Florida limited liability company, which was formed under the laws of Florida on April 27, 2000, reference Florida Secretary of State document number L00000005022.
2. The name of the surviving limited liability company is MelWood Nursing Center, L.L.C., a Tennessee limited liability company, which was formed under the laws of Tennessee on October 12, 2000, reference Tennessee Secretary of State control number 0397137.
3. A plan of merger has been approved and executed by the merging limited liability company and by the surviving limited liability company in accordance with the applicable laws of the states, counties, or jurisdictions under which each said limited liability company was formed, said plan of merger is attached hereto.
4. The principal office of the surviving limited liability company is located at 3570 Keith Street, NW, Cleveland, Bradley County, Tennessee 37312.
5. The effective date of the merger is the date of filing of the Articles of Merger with the Secretary of State.
6. A copy of the plan of merger will be furnished by the surviving limited liability company on request and without cost to any member of an entity which is or was a party to the plan of merger.
7. The surviving limited liability company is deemed to have appointed the Secretary of State as its agent for service of process in a proceeding to enforce any obligation or the rights of dissenting members of each limited liability company that is a party to the merger.
8. The surviving limited liability company has agreed to promptly pay to the dissenting members of each limited liability company that is a party to the merger the amount, if any, to which such dissenting members are entitled under statute 608.4384.

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IN WITNESS WHEREOF, the parties hereto have executed these Articles as of the 5th day of December, 2000.

MelWood Nursing Center, L.L.C.,
a Tennessee limited liability company

By: Forrest L. Preston
Forrest L. Preston
Its: Chief Manager

MelWood Nursing Center, L.L.C.,
a Florida limited liability company

By: Forrest L. Preston
Forrest L. Preston
Its: Managing Member

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TALLAHASSEE FLORIDA

PLAN OF MERGER

THIS PLAN OF MERGER (the "Agreement") is made effective as of the filing in the office of the Secretary of State of the Articles of Merger by and among MelWood Nursing Center, L.L.C., a Florida limited liability company formed under the laws of Florida ("Merging LLC") and MelWood Nursing Center, L.L.C., a limited liability company formed under the laws of Tennessee ("Surviving LLC").

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WITNESSETH:

WHEREAS the parties hereto desire that Merging LLC be merged with and into Surviving LLC on the terms and subject to the conditions set forth in this Plan of Merger.

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

ARTICLE 1
THE MERGER

1.1 Merger. Subject to the terms and conditions hereinafter set forth, Merging LLC shall be merged with and into Surviving LLC. Merging LLC shall cease to exist.

1.2 Effective Time. The Merger shall become effective as of the filing in the office of the Secretary of State of the Articles of the Merger ("Effective Time").

1.3 Surviving LLC. Surviving LLC shall be the surviving entity in the Merger. The members of the Surviving LLC shall be those persons who are members of the Merging LLC and those other persons who are hereafter admitted to Surviving LLC as members.

1.4 Conversion of Interest. At the Effective Time by virtue of the Merger and without any other further action on the part of Surviving LLC, Merging LLC or the members thereof, the interest of each member of Merging LLC shall be converted into membership interests in Surviving LLC, with the result that each member will own an equivalent interest in Surviving LLC.

1.5 Conversion of Rights to Acquire Interest. Section is not applicable as there are no rights to acquire interests of Surviving or Merging LLC.

ARTICLE 2
ARTICLES AND OPERATING AGREEMENT OF SURVIVING LLC

The Articles of Organization of Surviving LLC shall remain the Articles of Organization of Surviving LLC. The Operating Agreement of Surviving LLC shall remain the Operating Agreement of Surviving LLC. Management of Surviving LLC shall continue to be vested in one

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TALLAHASSEE

or more managers, who initially shall be as follows:

Office	Name
Chief Manager	Forrest L. Preston
Vice President/Treasurer	J. Michael Waddell
Vice President/Secretary	Angelena Clayton
Assistant Secretary	Cindy S. Cross
Assistant Secretary	Joan E. Thurmond

The business address of the above managers is: 3570 Keith Street NW, Cleveland, Tennessee 37312.

ARTICLE 3
APPROVAL OF MERGER

3.1 Surviving LLC Approval. This Agreement and the Articles of Merger have been fully and duly approved by Forrest L. Preston, Chief Manager, sole manager and a member of Surviving LLC.

3.2 Merging LLC Approval. This Agreement and the Certificate of Merger have been fully and duly approved by the Members and/or Managers of Merging LLC.

ARTICLE 4
MISCELLANEOUS

4.1 Amendment. This Plan of Merger may not be amended except by an instrument in writing signed by the parties hereto.

4.2 Waiver. At any time the parties hereto may waive compliance with any of the agreements or conditions contained herein.

4.3 Notices. All notices and other communications to be given or made hereunder by any party shall be delivered by first class mail or by personal delivery, postage or fees prepaid, to the other parties at the address provided by each party.

4.4 Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original but all of which shall constitute one and the same instrument.

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4.5 Severability. If any term or provision of this Agreement is invalid, illegal or incapable of being enforced by any rule of law or public policy, all other conditions and provisions of this Agreement shall nevertheless remain in full force and effect so long as the economic or legal substance of the transactions contemplated hereby are not affected in any manner materially adverse to any party.

4.6 Entire Agreement. This Agreement, including the document and instruments referred to herein, constitutes the entire agreement and supercedes all other prior agreements and undertakings, both written and oral, between the parties or any of them with respect to the subject matter hereof.

4.7 Remedies. Except as otherwise expressly provided herein, this Agreement is not intended to confer upon any person not a party to this Agreement any rights or remedies hereunder.

4.8 Assignment. This Agreement shall not be assigned by operation of law or otherwise without the consent of all parties hereto.

4.9 No Implied Waiver. Except as expressly provided in this Agreement, no course of dealing among the parties hereto and no delay by any of them in exercising any right, power or remedy conferred herein or now or hereafter existing at law or in equity, by statute or otherwise, shall operate as a waiver of or otherwise prejudice any such right, power or remedy.

4.10 Governing Law. This Agreement shall be governed by and be construed in accordance with the laws of the State of Tennessee as to all matters including but not limited to matters of validity, construction, effect, performance and remedies.

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5TH IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day of December, 2000.

MelWood Nursing Center, L.L.C.,
a Florida limited liability company

By: Forrest L. Preston
Forrest L. Preston
Its: Managing Member

MelWood Nursing Center, L.L.C.,
a Tennessee limited liability company

By: Forrest L. Preston
Forrest L. Preston
Its: Chief Manager

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