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P98000007284

February 12, 1998

VIA HAND DELIVERY

Department of State
Division of Corporations
409 E. Gaines St.
Tallahassee, FL 32399

RECEIVED
98 FEB 12 PM 12:34
DIVISION OF CORPORATION

Re: Articles of Merger re Nursing Network, Inc., into NNI, Inc.

Ladies/Gentlemen:

Enclosed is the original and one copy of the Articles of Merger of Nursing Network, Inc. into NNI, Inc.

Please file this document and return a certified copy. I am enclosing our firm check in the amount of \$122.50 (representing the filing fee for each corporation and a certified copy fee).

As we are here locally, we would like to pick up the certified copy this afternoon and request that you call me at the above number when it is ready.

As always, thank you for your help and assistance.

Very truly yours,

Carol Allen

Carol Allen

CA/

*Call when Ready
222-2107
Carol*

*Merger
w/ NAME
Change*

FILED
98 FEB 12 PM 4:30
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

300002429013--9
-02/12/98-01076--001
****122.50 ****122.50

ARTICLES OF MERGER
Merger Sheet

MERGING:

NURSING NETWORK, INC., a Florida corporation, 270016

INTO

NNI, INC. which changed its name to

NURSING NETWORK, INC., a Florida corporation, P98000007284

File date: February 12, 1998

Corporate Specialist: Darlene Connell

**ARTICLES OF MERGER
OF
NURSING NETWORK, INC.
(A Florida corporation)
INTO
NNI, INC.
(A Florida corporation)**

FILED
98 FEB 12 PM 4:30
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

In compliance with the requirements of Section 607.1101 the Florida Business Corporation Act, the undersigned corporations, desiring to effect a merger, hereby certify as follows:

Article I

Nursing Network, Inc., ("Old Corporation") is hereby merged with and into NNI, Inc. ("New Corporation") such that New Corporation shall be the surviving corporation (the "Surviving Corporation").

Article II

The name of the Surviving Corporation shall be changed to and be Nursing Network, Inc.

Article III

The Surviving Corporation is a domestic corporation.

Article IV

The Agreement of Reorganization and Plan of Merger is attached hereto as Exhibit A and incorporated herein in its entirety by reference (the "Plan of Merger").

Article V

The Plan of Merger was adopted and approved by the sole shareholder of Old Corporation on January 26, 1998, the Board of Directors of Old Corporation on January 26, 1998, the sole member of the sole shareholder of Old Corporation on January 26, 1998 and the sole member of the sole member of the sole shareholder of Old Corporation on January 30, 1998 which adoption and approval is sufficient for the formal approval of the Plan of Merger.

Article VI

The Plan of Merger was adopted and approved by the sole shareholder of New Corporation on January 26, 1998, the Board of Directors of New Corporation on January 26, 1998, the sole member of the sole shareholder of New Corporation on January 26, 1998 and the sole member of the sole member of the sole shareholder of New Corporation on January 30, 1998, which adoption and approval is sufficient for the formal approval of the Plan of Merger.

Article VII

These Articles of Merger are effective upon filing with the Department of State of the State of Florida.

IN WITNESS WHEREOF, each of the undersigned corporations has caused these Articles of Merger to be signed by a duly authorized officer as of the 10th day of February, 1998.

ATTEST:

NURSING NETWORK, INC.

Sister Susan Welsh, RSM
Sr. Susan Welsh, RSM
Title: Secretary

By: John C. Johnson
Title: President

ATTEST:

NNI, Inc.

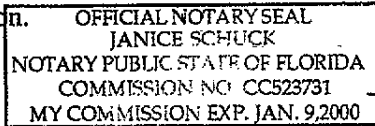
Sister Susan Welsh, RSM
Sr. Susan Welsh, RSM
Title: Secretary

By: John C. Johnson
Title: President

STATE OF FLORIDA

COUNTY OF BROWARD

On this 10 day of February, 1998, personally appeared before me JOHN C. JOHNSON, to me known, who, being duly sworn, did depose to me and say that he is the President of Nursing Network, Inc., a Florida corporation, and that he executed the foregoing Articles of Merger in such capacity upon the due authorization and direction of the sole shareholder and the Board of Directors of said corporation.



A handwritten signature of Janice Schuck in black ink.

Notary Public

COMMONWEALTH OF PENNSYLVANIA

COUNTY OF ALLEGHENY

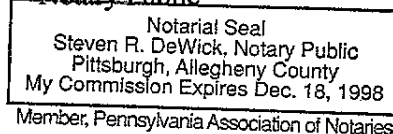
On this 11th day of February, 1998, personally appeared before me SR. SUSAN WELSH, RSM, to me known, who, being duly sworn, did depose to me and say that she is the Secretary of Nursing Network, Inc., a Florida corporation, and that she executed the foregoing Articles of Merger in such capacity upon the due authorization and direction of the sole shareholder and the Board of Directors of said corporation.

A handwritten signature of Steven R. DeWick in black ink.

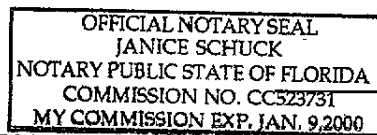
Notary Public

STATE OF FLORIDA

COUNTY BROWARD



On this 10 day of February, 1998, personally appeared before me JOHN C. JOHNSON, to me known, who, being duly sworn, did depose to me and say that he is the President of NNI, Inc., a Florida corporation, and that he executed the foregoing Articles of Merger in such capacity upon the due authorization and direction of the sole shareholder and the Board of Directors of said corporation.



A handwritten signature of Janice Schuck in black ink.

Notary Public

COMMONWEALTH OF PENNSYLVANIA

COUNTY OF ALLEGHENY

On this 11th day of February, 1998, personally appeared before me SR. SUSAN WELSH, RSM, to me known, who, being duly sworn, did depose to me and say that she is the Secretary of NNI, Inc., a Florida corporation, and that she executed the foregoing Articles of Merger in such capacity upon the due authorization and direction of the sole shareholder and the Board of Directors of said corporation.

A handwritten signature of Steven R. DeWick in black ink.

Notary Public

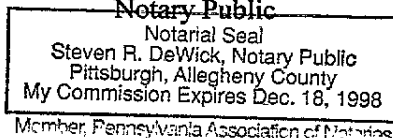


EXHIBIT A

AGREEMENT OF REORGANIZATION AND PLAN OF MERGER

This Agreement made as of February 10, 1998, by and between Nursing Network, Inc., a Florida corporation ("Nursing Network") and NNI, Inc., a Florida corporation ("NNI").

WITNESSETH:

WHEREAS, Nursing Network was organized in the State of Florida on June 29, 1995, and is subject to the provisions of the Florida Business Corporation Act, as amended (the "Law"); and

WHEREAS, NNI was incorporated in Florida on January 23, 1998, pursuant to the provisions of the Law; and

WHEREAS, Nursing Network, whose sole shareholder is Holy Cross Hospital, Inc., a Florida not-for-profit corporation ("HCH"), desires to merge with and into NNI, whose sole shareholder is HCH, in a transaction which will qualify as a reorganization under the provisions of Section 368(a) of the Internal Revenue Code of 1986, as amended, and the rules and regulations promulgated thereunder (the "Code");

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements contained herein, being thereunto duly entered into by Nursing Network and approved by a resolution adopted by its sole shareholder and Board of Directors and being thereunto duly entered into by NNI and approved by a resolution adopted by its sole shareholder and Board of Directors, this Agreement of Reorganization and Plan of Merger and the terms and conditions thereof and the mode of carrying the same into effect, together with any provisions required or permitted to be set forth therein, are hereby determined and agreed upon as hereinafter in this Agreement of Reorganization and Plan of Merger set forth.

Section 1. Merger.

Subject to the conditions set forth in this Agreement, Nursing Network agrees that, on the Effective Time of the Merger (as hereinafter defined), and in the manner provided in this agreement, Nursing Network be merged with and into NNI, and NNI (the "Surviving Corporation") shall be the Surviving Corporation and shall continue to exist under the name of Nursing Network, Inc., as a Florida corporation under the provisions of the Law. The separate corporate existence of Nursing Network shall cease at the Effective Time of the Merger in accordance with the provisions of the Law. At the Effective Time of the Merger, all rights, assets and property (including but not limited to all real, personal and mixed, tangible and intangible, choses in action, rights and credits) then owned by Nursing Network, or which would inure to it, shall immediately and automatically, by operation of law and without any conveyance, transfer or further action, become the property of the Surviving Corporation, and all debts, liabilities and obligations of Nursing Network, whether accrued, absolute, contingent or otherwise, and whether or not reflected upon or reserved against on the balance sheets, books of

accounts or other records of Nursing Network, shall be those of the Surviving Corporation and shall not be released or impaired by the Merger. The Surviving Corporation shall be deemed to be a continuation of Nursing Network and shall succeed in all respects to all of the rights and obligations of Nursing Network. All rights of creditors and other obligees, and all liens on property of Nursing Network shall be preserved unimpaired.

Section 2. Shares of Nursing Network and NNI.

Each share of NNI common stock issued and outstanding at the Effective Time of the Merger shall, by virtue of the Merger, remain issued and outstanding from and after the Effective Time of the Merger.

Each share of Nursing Network common stock issued and outstanding at the Effective Time of the Merger shall, by virtue of the Merger and without any action on the part of the holder thereof, be canceled and retired without any consideration therefor.

Section 3. Effective Time of the Merger.

The parties hereto shall execute and file the appropriate Articles of Merger and such other certificates or further documents as may be necessary or desirable in connection therewith, with the Department of State of the State of Florida in accordance with applicable laws. The Merger shall be effective upon filing of the Articles of Merger (the "Effective Time of the Merger").

Section 4. Articles of Incorporation and Bylaws.

The Articles of Incorporation of the Surviving Corporation upon the Effective Time of the Merger in the State of Florida shall be the Articles of Incorporation of NNI amended to reflect the change in name to that of Nursing Network, and such Articles of Incorporation of the Surviving Corporation shall continue in full force and effect until amended and changed in the manner prescribed by the provisions of the Law. The Bylaws of the Surviving Corporation as in force and effect upon the Effective Time of the Merger in the State of Florida shall be the Bylaws of said Surviving Corporation, amended to reflect the change in name to that of Nursing Network, and shall continue in full force and effect until changed, altered or amended as therein provided and in the manner prescribed by the provisions of the Law.

Section 5. Name of the Surviving Corporation.

At the Effective Time of the Merger and pursuant to this Agreement of Reorganization and Plan of Merger, the corporate name of the Surviving Corporation shall be changed to and be "Nursing Network, Inc."

Section 6. Conduct of Nursing Network's and NNI's Business Pending Merger.

Nursing Network and NNI each agree that prior to the Merger, its respective business shall be conducted only in the ordinary course of business and that no material transactions shall be entered into without the other's consent.

Section 7. Continuation of Business.

From and after the Effective Time of the Merger and subject to the actions of the Board of Directors of NNI prior to the Effective Time of the Merger, the business presently conducted by Nursing Network (whether directly or through its subsidiaries) shall continue to be conducted by the Surviving Corporation. The principal office of Nursing Network immediately prior to the Effective Time of the Merger shall continue to be the principal office of the Surviving Corporation from and after that date.

Section 8. Taking of Necessary Action.

Prior to the Effective Time of the Merger, Nursing Network and NNI, respectively, shall take all such actions as may be necessary, appropriate or desirable to effect the Merger, including but not limited to obtaining all approvals required by the laws of the State of Florida and filing or causing to be filed and/or recorded any document or documents prescribed by the laws of the State of Florida. If at any time or times after the Effective Time of the Merger any further action is necessary or desirable to carry out the purposes of this Agreement of Reorganization and Plan of Merger and to vest the Surviving Corporation with full title to all properties, assets, rights, approvals and immunities of Nursing Network, the officers and Directors of the Surviving Corporation shall take all such necessary action.

Section 9. Directors and Officers.

The directors and officers of the Surviving Corporation upon the Effective Time of the Merger in the State of Florida shall be as follows:

Directors:

John C. Johnson
Robert P. Granger
Sr. Susan Welsh, RSM

Officers:

John C. Johnson, Chairperson and President
Robert P. Granger, Vice President and Treasurer
Sr. Susan Welsh, RSM, Vice Chairperson and Secretary

all of whom shall hold their directorships and offices until the election and qualification of their respective successors or until their tenure is otherwise terminated in accordance with the Bylaws of the Surviving Corporation.

Section 10. Authorization.

Any officer of Nursing Network and any officer of the Surviving Corporation are hereby authorized to execute Articles of Merger upon behalf of said corporations, respectively, in

conformity with the provisions of the Law; and the Board of Directors and the proper officers of Nursing Network and the Board of Directors and the proper officers of the Surviving Corporation 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 Agreement of Reorganization and Plan of Merger or the Merger herein provided for.

Section 11. General Provisions.

(a) **Further Assurances.** The parties agree that, from time to time hereafter, and upon request, each of them will execute, acknowledge and deliver such other instruments as may be reasonably required to more effectively merge Nursing Network with and into NNI pursuant to this Agreement, or to otherwise carry out this Agreement's terms and conditions.

(b) **Benefit and Assignment.** This Agreement shall be binding upon and inure to the benefit of the parties hereto, Nursing Network and NNI. The rights of Nursing Network and NNI under this Agreement may not be assigned.

(c) **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Florida.

(d) **Counterparts.** This Agreement of Reorganization and Plan of Merger may be executed in any number of counterparts, each of which when so executed shall be deemed an original, but all of which counterparts together shall constitute the same instrument.

(e) **Consent to Service of Process.** The Surviving Corporation does hereby agree that it may be served with process in the State of Florida in any proceeding for enforcement of any obligation of the Surviving Corporation arising from the Merger herein provided for.

(f) **Notices.** All notices, requests, demands and other communications pursuant to this Agreement shall be in writing, and shall be deemed to have been duly given if delivered or mailed, certified mail, first class, postage prepaid, to Nursing Network at:

Nursing Network, Inc.
4725 North Federal Highway
Fort Lauderdale, Florida 33308
Attention: President

or if to NNI, at

NNI, Inc.
4725 North Federal Highway
Fort Lauderdale, Florida 33308
Attention: President

(g) Expenses. Any expenses in connection with this Agreement or the transactions herein provided for shall be paid for by the party incurring such expenses.

(h) Counterparts. This Agreement may be executed simultaneously in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

(i) Headings. All paragraph headings in this Agreement are inserted for convenience only and shall not modify or affect the construction or interpretation of any provision of this Agreement.

(j) Amendment, Modification and Waiver. This Agreement may be modified, amended and supplemented by mutual written agreement of the respective Boards of Directors of the parties hereto, or their respective officers authorized by such Boards of Directors, at any time prior to the Merger, whether before or after the approval of this Agreement by the stockholders of any of the parties. Each party may waive any condition intended to be for its benefit. Each amendment, modification, supplement or waiver shall be in writing and signed by the parties to be charged.

(k) Entire Agreement. This Agreement and the other agreements specifically provided for under this Agreement represent the parties' entire Agreement and no provision or document of any kind shall be included in, or form a part of, this Agreement unless it is in writing and is delivered to the other party by the party to be charged.

(l) Prior Negotiations. All prior negotiations and discussions by and among the parties to this Agreement which are not reflected or set forth in this Agreement are merged into this Agreement and are attached to it.

(m) Termination. This Agreement may be terminated at any time before the Effective Time of the Merger:

(i) By the consents of the Boards of Directors of Nursing Network and NNI;

(ii) By Nursing Network if the conditions contained in this Agreement to which NNI's obligations are subject have not been fulfilled or waived by NNI;

(iii) By NNI if the conditions contained in this Agreement to which Nursing Network's obligations are subject have not been fulfilled or waived by Nursing Network.

(iv) This Agreement shall terminate without obligation of any party to the others if the merger contemplated by this Agreement does not occur on or before July 31, 1998.

IN WITNESS WHEREOF, the parties hereto, intending to be legally bound, have executed this Agreement of Reorganization and Plan of Merger by their respective duly authorized officers as of the date first above written.

ATTEST:

Nursing Network, Inc.

Sister Susan Welsh, RSM

Sr. Susan Welsh, RSM

Title: Secretary

By John C. Johnson
Title: President

ATTEST:

NNI, Inc.

Sister Susan Welsh, RSM

Sr. Susan Welsh, RSM

Title: Secretary

By John C. Johnson
Title: President