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H17142

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January 23, 1997

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

RE: Articles of Merger of
Gentle Care Animal Hospital, Inc.,
(the Surviving Corporation)

900002070079--6
-01/28/97--01075--010
****122.50 ****122.50

Ladies and Gentlemen:

Enclosed is an original and one copy of the Articles of Merger and the Agreement and Plan of Merger for the merger into Gentle Care Animal Hospital, Inc. by Downtown Animal Hospital, Inc., along with a check payable to the Florida Department of State in the amount of \$122.50, in payment of the following:

Filing fee (2 @ 35)	\$ 70.00
Certified copy	<u>52.50</u>
Total	\$122.50

Please return the certified copy to the attention of the undersigned. If you have any questions, please do not hesitate to contact me.

Very truly yours,

GOLDBERG, YOUNG & GRAVENHORST, P.A.



MARILYN K. SUMMITT

For the Firm

MKS/mms

Enclosures

cc: Brandon Cox, DVM

Alan Cords, DVM

mks\statefl.ltr\gentle.mrg

merger
FILED
SECRETARY OF STATE
DIVISION OF CORPORATION
97 JAN 27 PM 2:03
JAN 30 1997

**ARTICLES OF MERGER
Merger Sheet**

MERGING:

DOWNTOWN ANIMAL HOSPITAL, INC., a Florida corporation, P97000003161

INTO

GENTLE CARE ANIMAL HOSPITAL, INC., a Florida corporation, H17142

File date: January 27, 1997

Corporate Specialist: Thelma Lewis

FILED
SECRETARY OF STATE
DIVISION OF CORPORATIONS
97 JAN 27 PM 12:03

ARTICLES OF MERGER

OF

**DOWNTOWN ANIMAL HOSPITAL, INC.,
a Florida corporation**

INTO

**GENTLE CARE ANIMAL HOSPITAL, INC.,
a Florida corporation**

Pursuant to the provisions of § 607.1105, Florida Statutes, these Articles of Merger provide that:

1. Downtown Animal Hospital, Inc., a Florida corporation, (the "Merged Corporation"), shall be merged with and into Gentle Care Animal Hospital, Inc., a Florida corporation. Gentle Care Animal Hospital, Inc. shall be the surviving corporation in the merger (the "Surviving Corporation").

2. The merger shall become effective upon filing of these Articles of Merger.

3. The Articles of Incorporation of the Surviving Corporation as in effect immediately prior to the Effective Date shall remain and be the Articles of Incorporation of the Surviving Corporation.

4. The Plan of Merger has been submitted to the shareholders of the Surviving Corporation and the Merged Corporation for their consent and approval in accordance with § 607.1103 of the Florida Business Corporation Act on the 7th day of January, 1997 and has been adopted and approved in accordance with the laws of the State of Florida.

IN WITNESS WHEREOF, the Surviving Corporation and the Merged Corporation have caused these Articles of Merger to be executed by their respective officers this 20th day of January, 1997.

DOWNTOWN ANIMAL HOSPITAL, INC.,
a Florida corporation

By: 
Alan Cords, D.V.M., President

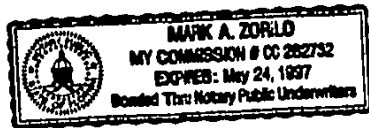
GENTLE CARE ANIMAL HOSPITAL, INC.,
a Florida corporation

By: Brandon Cox DVM
Brandon Cox, D.V.M., President

STATE OF FLORIDA)

COUNTY OF BROWARD)

20th The foregoing instrument was acknowledged before me this
day of January, 1997, by Alan Cords, D.V.M., President of
Downtown Animal Hospital, Inc., a Florida corporation, on behalf of
the corporation. He is personally known to me [or has produced
as identification]



[Signature]
(SIGNATURE OF PERSON TAKING
ACKNOWLEDGEMENT)

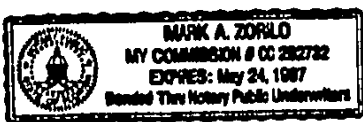
ALAN CORDS DVM
(Name of acknowledger, typed, printed or
stamped)

(Title or rank (serial number, if any))

STATE OF FLORIDA)

COUNTY OF BROWARD)

20th The foregoing instrument was acknowledged before me this
day of January, 1997, by Brandon Cox, D.V.M., President of
Gentle Care Animal Hospital, Inc., a Florida corporation, on behalf
of the corporation. She is personally known to me [or has produced
as identification].



Brandon Cox DVM
(SIGNATURE OF PERSON TAKING
ACKNOWLEDGEMENT)

BRANDON COX D.V.M.
(Name of acknowledger, typed, printed or
stamped)

(Title or rank (serial number, if any))

AGREEMENT AND PLAN OF MERGER

THIS AGREEMENT AND PLAN OF MERGER is made and entered into this 7th day of January, 1997, by and between DOWNTOWN ANIMAL HOSPITAL, INC., a Florida corporation (hereinafter sometimes referred to as the "Merged Corporation") and GENTLE CARE ANIMAL HOSPITAL, INC., a Florida corporation (the "Surviving Corporation"). The Merged Corporation and the Surviving Corporation being hereinafter sometimes referred to as the "Constituent Corporations".

W I T N E S S E T H:

WHEREAS, the parties desire that the Merged Corporation merge into the Surviving Corporation in a manner which conforms to Section 368(a)(1)(A) of the Internal Revenue Code of 1986, as amended.

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

1. Merger. The Merged Corporation shall merge into the Surviving Corporation in accordance with the laws of the State of Florida.

2. Effective Date. The merger shall become effective upon filing (the "Effective Date").

3. Rights of the Surviving Corporation. Upon the Effective Date: (a) the Merged Corporation and the Surviving Corporation shall become a single corporation and the separate corporate existence of the Merged Corporation shall cease; (b) the Surviving Corporation shall succeed to and possess all of the rights, privileges, powers and immunities of the Merged Corporation which, together with all of the assets, properties, business, patents, trademarks, and goodwill of the Merged Corporation, of every type and description wherever located, real, personal or mixed, whether tangible or intangible, including without limitation, all accounts receivable, banking accounts, cash and securities, claims and rights under contracts, and all books and records relating to the Merged Corporation shall vest in the Surviving Corporation without further act or deed and the title to any real property or other property vested by deed or otherwise in the Merged Corporation shall not revert or in any way be impaired by reason of the Merger; (c) all rights of creditors and all liens upon any property of the Constituent Corporations shall be unimpaired; the Surviving Corporation shall be subject to all the contractual restrictions, disabilities and duties of the Constituent Corporations; and all

debts, liabilities and obligations of the respective Constituent Corporations shall thenceforth attach to the Surviving Corporation and may be enforced against it to the same extent as if said debts, liabilities and obligations had been incurred or contracted by it; provided, however, that nothing herein is intended to or shall extend or enlarge any obligation or the lien of any indenture, agreement or other instrument executed or assumed by the Constituent Corporations; and (d) without limitation of the foregoing provisions of this Section 3, all corporate acts, plans, policies, contracts, approvals and authorizations of the Constituent Corporations, their shareholders, Boards of Directors, committees elected or appointed by the Boards of Directors, officers and agents, which were valid and effective and which did not have terms expressly requiring termination by virtue of the Merger, shall be taken for all purposes as the acts, plans, policies, contracts, approvals and authorizations of the Surviving Corporation as they were with respect to the Constituent Corporations.

4. Certificate of Incorporation, By-laws, Officers and Directors of Surviving Corporation. Upon the Effective Date: (a) the Articles of Incorporation of the Surviving Corporation shall continue as the Articles of Incorporation of the Surviving Corporation until amended in the manner provided by law; (b) the By-laws of the Surviving Corporation shall continue as the By-laws of the Surviving Corporation until amended in the manner provided by law; and (c) the officers and directors of the Surviving Corporation shall remain the officers and directors of the Surviving Corporation.

5. Designation and Number of Outstanding Shares. The designation and number of outstanding shares of each class and series of stock are as follows:

(a) The Merged Corporation has One Thousand (1,000) shares of authorized voting stock and Five Hundred (500) shares are issued and outstanding; and

(b) The Surviving Corporation has Seven Thousand Five Hundred (7,500) shares of authorized voting stock and Five Hundred (500) shares are issued and outstanding;

6. Effect of the Merger Upon the Shares of the Constituent Corporations. On the effective date of the merger and without any action on the part of parties or otherwise:

(a) Each issued and outstanding share of stock in the Merged Corporation shall be converted into the right to receive one share of common stock of the Surviving Corporation;

7. Entire Agreement. This Agreement contains the entire agreement between the parties with respect to the Merger, and

supersedes all prior agreements, written or oral, with respect thereto.

8. Waivers and Amendments. This Agreement may not be amended, modified, superseded, cancelled, renewed, extended or waived except by a written instrument signed by the parties, or, in the case of a waiver, by the party waiving compliance.

9. Governing Law. This Agreement shall be governed and construed in accordance with the laws of the State of Florida.

10. Headings. The headings in this Agreement are for reference purposes only and shall not in any way affect the meaning or interpretation of this Agreement.

11. Severability of Provisions. The invalidity or unenforceability of any term, phrase, clause, paragraph, restriction, covenant, agreement or other provision of this Agreement shall in no way affect the validity or enforcement of any other provision or any part thereof.

12. Counterparts. This Agreement may be executed in any number of counterparts, each of which when so executed shall constitute an original copy hereof, but all of which together shall be considered but one in the same document.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date first above written.

DOWNTOWN ANIMAL HOSPITAL, INC.

By: 

Alan Cords, D.V.M., President

GENTLE CARE ANIMAL HOSPITAL, INC.

By: 

Brandon Cox, D.V.M., President