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PLEASE REPLY TO:

JACKSONVILLE OFFICE

September 1, 1997

G65179

VIA FEDERAL EXPRESS

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

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Re: Merger of Associated Rehabilitation Services, Inc. Into
Associated Rehabilitation Clinic, Inc.

Dear Representative:

Enclosed please find two counterparts of the Articles and Plan of Merger By and Between Associated Rehabilitation Services, Inc. Into Associated Rehabilitation Clinic, Inc. With Associated Rehabilitation Clinic, Inc. As Surviving Corporation. Please file one of the counterparts to be effective September 15, 1997. After the Articles are filed, please certify and return to us the remaining counterpart. I have enclosed our firm's check payable to the Secretary of State in the amount of \$122.50 representing the fee for filing the Articles and a certified copy thereof.

Thank you for your assistance. Please give me a call collect at (904)356-2600 EXT 362 if you have any questions.

Sincerely,

Donna H. Thames
Attorney

Enclosures

cc: Jerry G. Albert
Richard D. Brock

SECRET
TALLAHASSEE, FLORIDA

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Sept 15
G65179

ARTICLES OF MERGER
Merger Sheet

MERGING:

ASSOCIATED REHABILITATION SERVICES, INC., a Florida corporation,
document #G07991

INTO

ASSOCIATED REHABILITATION CLINIC, INC., a Florida corporation, G65179

File date: September 5, 1997, effective September 15, 1997

Corporate Specialist: Carol Mustain

ARTICLES AND PLAN OF MERGER
BY AND BETWEEN
ASSOCIATED REHABILITATION SERVICES, INC.
AND
ASSOCIATED REHABILITATION CLINIC, INC.
WITH
ASSOCIATED REHABILITATION CLINIC, INC.
AS SURVIVING CORPORATION

THESE ARTICLES AND PLAN OF MERGER (hereinafter this "Agreement") are made and entered into this 3rd day of September, 1997, by and between ASSOCIATED REHABILITATION SERVICES, INC., a Florida corporation, with its principal office located at 2820 Gibson Road, Jacksonville, Florida 32207 and ASSOCIATED REHABILITATION CLINIC, INC., a Florida corporation, with its principal office located at 2820 Gibson Road, Jacksonville, Florida 32207. In this Agreement, Associated Rehabilitation Services, Inc. and Associated Rehabilitation Clinic, Inc. are sometimes collectively referred to as the ("Constituent Corporations"). Associated Rehabilitation Clinic, Inc. may also be referred to as the ("Surviving Corporation"), and Associated Rehabilitation Services, Inc. may be referred to as the ("Disappearing Corporation").

W I T N E S S E T H:

WHEREAS, the Boards of Directors of the Constituent Corporations deem it advisable and generally for the welfare of the Constituent Corporations that Associated Rehabilitation Services, Inc. be merged with and into Associated Rehabilitation Clinic, Inc. and that Associated Rehabilitation Clinic, Inc. merge Associated Rehabilitation Services, Inc. with and into it, as authorized by sections 607.1101, et seq., Florida Statutes, under and pursuant to the terms and conditions hereinafter set forth and in accordance with the provisions of Section 368(a)(1)(A), of the Internal Revenue Code of 1986, as amended.

NOW, THEREFORE, the Constituent Corporations, by and among themselves and their respective Boards of Directors, in consideration of the mutual covenants, agreements and provisions hereinafter contained, have agreed and do hereby agree each with the other that the Disappearing Corporation be merged with and into the Surviving Corporation, and that the Surviving Corporation merge the Disappearing Corporation with and into it pursuant to the provisions of the laws of the State of Florida, and do hereby agree upon and prescribe the terms and conditions of said Merger and the mode of carrying the same into effect in the following Articles and Plan of Merger:

ARTICLE I
Constituent Corporations

The Constituent Corporations are:

(a) Associated Rehabilitation Services, Inc., a corporation duly organized and validly existing under the laws of the State of Florida, by its Articles of Incorporation filed with the Department of State of Florida on November 10, 1982, under the name of "Associated Rehabilitation Services, Inc.", has an authorized capitalization consisting of 1,000 shares of common stock, with a par value of \$1.00 per share, of which 500 shares of common stock are presently issued and outstanding, which shall be the Disappearing Corporation.

(b) Associated Rehabilitation Clinic, Inc., a corporation duly organized and validly existing under the laws of the State of Florida, by its Articles of Incorporation, filed with the Department of State of Florida on October, 17, 1983, under the name of "Associated Rehabilitation Clinic, Inc.", has an authorized capitalization consisting of 70,000 shares of common stock, with a par value of \$.10(ten cents) per share, of which 200 shares of common stock are presently issued and outstanding, which shall be the Surviving Corporation.

ARTICLE II
Merger

At the effective date of the Merger, Associated Rehabilitation Services, Inc. shall be merged with and into Associated Rehabilitation Clinic, Inc., and Associated Rehabilitation Clinic, Inc. shall merge Associated Rehabilitation Services, Inc. with and into it. Upon the approval of the Articles and Plan of Merger by the shareholders and directors, and the payment of all fees and taxes required by the laws of the State of Florida, this Agreement shall be filed with the Secretary of State of the State of Florida. Notwithstanding anything contained herein to the contrary, the Merger provided herein shall be effective, and the separate existence of the Disappearing Corporation shall cease (except insofar as it may be continued by statute) as of the close of business on September 15, 1997 (the "Effective Date"). Associated Rehabilitation Clinic, Inc. shall be the Surviving Corporation in the Merger and shall be governed by the laws of the State of Florida, which state shall be its domicile.

ARTICLE III
Articles of Incorporation

The Articles of Incorporation of the Surviving Corporation as in effect immediately prior to the merger shall remain in full force and effect as the Articles of Incorporation of the Surviving Corporation, after the merger. The Surviving Corporation reserves the right and power after the Effective Date of the Merger to

alter, amend, change, or repeal any of the provisions contained in its Articles of Incorporation, in the manner now or hereafter prescribed by statute, and all rights conferred on officers, directors or shareholders herein are subject to this reservation.

ARTICLE IV Conversion of Outstanding Stock

The method and procedure for carrying the Merger into effect, and the manner and basis of converting the shares of the Disappearing Corporation into shares of the Surviving Corporation are as follows:

(a) Immediately upon the Effective Date of this Merger, each issued and outstanding share of common stock, par value of \$1.00 per share of the Disappearing Corporation, which is issued and outstanding on the Effective Date of the Merger, shall, without further action on the part of the holder thereof, automatically become, and be converted into, four-tenths(.4) of one share of common stock of the Surviving Corporation, par value of \$.10 (ten cents) per share, and each outstanding certificate representing shares of common stock of the Disappearing Corporation shall thereupon be deemed for all corporate purposes (other than the payment of dividends, as hereinafter described) to evidence the ownership of fully paid, nonassessable shares of common stock of the Surviving Corporation into which such shares have been converted.

(b) As soon as practicable after the Effective Date of the Merger, each holder of a certificate or certificates representing outstanding shares of common stock of the Disappearing Corporation shall be entitled, upon surrender of such certificate or certificates, to receive in exchange therefor a certificate or certificates representing the aggregate number of shares of common stock of the Surviving Corporation into which such shares the capital stock of the Disappearing Corporation shall have been converted pursuant to this Article.

ARTICLE V Terms and Conditions

Additional terms and conditions of the Merger are as follows:

(a) Until altered, amended, or repealed in the manner now or hereafter prescribed by statute, the Articles of Incorporation of the Surviving Corporation shall be the Articles of Incorporation of the Surviving Corporation.

(b) The Bylaws of the Surviving Corporation in effect on the Effective Date of the Merger shall be and shall remain and continue to be the Bylaws of the Surviving Corporation until they shall be altered, amended, or repealed as therein provided.

(c) The name of the director of the Surviving Corporation after the merger, who shall serve until his successor has been duly elected and qualified, or until his earlier death, resignation or removal, is as follows:

Jerry A. Albert

Any vacancies in the Board of Directors shall be filled pursuant to the Bylaws of the Surviving Corporation.

(d) The principal officers of the Surviving Corporation after the merger, who shall hold office until his successor has been duly elected or appointed and has qualified or until his death, resignation, or removal, and the respective offices, are as follows:

Jerry G. Albert	President, Secretary, and Treasurer
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(e) The principal office of the Surviving Corporation shall be located at 2820 Gibson Road, Jacksonville, Florida 32207. The name and address of the Registered Agent shall be:

Jerry G. Albert	2820 Gibson Road Jacksonville, Florida 32207
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(f) If at any time the Surviving Corporation shall consider or be advised that any further assignments or assurances in law are necessary or desirable to vest in the Surviving Corporation, according to the terms hereof, the title to any property or rights of the Disappearing Corporation, the proper officers and directors of the Disappearing Corporation shall execute and make all such property assignments and assurances and do all things necessary or appropriate to vest title in such property or rights in the Surviving Corporation, or otherwise to carry out the intent or accomplish the purposes of this Agreement.

ARTICLE VI Effect of Merger

Upon this Merger becoming effective, the separate existence of the Disappearing Corporation, except insofar as it may be continued by statute, shall cease. Upon this Merger becoming effective, the Surviving Corporation shall succeed to, without other transfer, and shall possess and enjoy all the rights, privileges, immunities, powers, and franchises for a public as well as a private nature, and be subject to all restrictions, disabilities, and duties of each of the Constituent Corporations, and all the rights, privileges, immunities, powers, and franchises of each of the Constituent Corporations and all property, real, personal, and mixed, and all debts due to the said Constituent Corporations on whatever account, for stock subscriptions as well as for all other things in action or belonging to the said Constituent Corporations,

shall be vested in the Surviving Corporation; and all assets (tangible, intangible, personal, real, or otherwise), property, rights, privileges, immunities, powers, and franchises, and all and every other interest shall be thereafter as effectually the property of the Surviving Corporation as they were of the respective Constituent Corporations, and the title to any real estate vested by deed or otherwise in any of the said Constituent Corporations shall not revert or be in any way impaired by reason of the Merger; provided, however, that all rights of creditors and all liens upon any property of said Constituent Corporations shall be preserved, unimpaired, limited in lien to the property affected by such liens at the effective time of the Merger, and all debts, liabilities, obligations and duties of said Constituent Corporations, shall thenceforth attach to and are hereby assumed by the Surviving Corporation, and may be enforced against said Surviving Corporation to the same extent as if said debts, liabilities, obligations and duties had been incurred or contracted by the Surviving Corporation.

ARTICLE VII

Date of Authorization of Merger

This Plan of Merger was approved by the Board of Directors, and unanimously adopted by the shareholders entitled to vote, of Associated Rehabilitation Services, Inc. and of Associated Rehabilitation Clinic, Inc., respectively, the undersigned Constituent Corporations, on September 3, 1997.

ARTICLE VIII

Compliance With Legal Requirements

All provisions of the laws of the State of Florida applicable to the Merger have been or will have been complied with upon the filing and recording of this Agreement with the Secretary of State of Florida.

IN WITNESS WHEREOF, the Constituent Corporations have caused these Articles and Plan of Merger to be executed by their respective Presidents the day and year first above written.

(Corporate Seal)

Associated Rehabilitation Services, Inc.

By: Jerry G. Albert

Jerry G. Albert,
President

(Corporate Seal)

Associated Rehabilitation Clinic, Inc.

By: Jerry G. Albert

Jerry G. Albert,
President