

CT CORPORATION SYSTEM

K89252

FILED
01 JAN 23 PM 1:42
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

CORPORATION(S) NAME

Specialized Medical Billing, Inc. (FL) Merging into: Specialized Medical

Merger

500003567595--3

-01/23/01--01030--021

*****70.00 *****70.00

<input type="checkbox"/> Profit	<input type="checkbox"/> Amendment	<input checked="" type="checkbox"/> Merger
<input type="checkbox"/> Nonprofit		
<input type="checkbox"/> Foreign	<input type="checkbox"/> Dissolution/Withdrawal	<input type="checkbox"/> Mark
	<input type="checkbox"/> Reinstatement	
<input type="checkbox"/> Limited Partnership	<input type="checkbox"/> Annual Report	<input type="checkbox"/> Other
<input type="checkbox"/> LLC	<input type="checkbox"/> Name Registration	<input type="checkbox"/> Change of RA
	<input type="checkbox"/> Fictitious Name	<input type="checkbox"/> UCC
<input type="checkbox"/> Certified Copy	<input type="checkbox"/> Photocopies	<input type="checkbox"/> CUS
<input type="checkbox"/> Call When Ready	<input type="checkbox"/> Call If Problem	<input type="checkbox"/> After 4:30
<input checked="" type="checkbox"/> Walk In	<input type="checkbox"/> Will Wait	<input checked="" type="checkbox"/> Pick Up
<input type="checkbox"/> Mail Out		

RECORDED
01 JAN 23 AM 11:08
DIVISION OF REGISTRATION

Name _____
Availability _____
Document _____
Examiner _____
Updater _____
Verifier _____
W.P. Verifier _____

1/23/01

Order#: 3523263

Ref#: _____

Amount: \$ _____

660 East Jefferson Street
Tallahassee, FL 32301
Tel. 850 222 1092
Fax 850 222 7615

LMR

1/23/01

ARTICLES OF MERGER
Merger Sheet

MERGING:

SPECIALIZED MEDICAL BILLING, INC., a Florida corporation K89252
,

INTO

SPECIALIZED MEDICAL BILLING, INC., an Illinois corporation not qualified in
Florida.

File date: January 23, 2001

Corporate Specialist: Annette Ramsey

ARTICLES OF MERGER

(Profit Corporations)

The following articles of merger are submitted in accordance with the Florida Business Corporation Act, pursuant to section 607.1105, F.S.

First: The name and jurisdiction of the surviving corporation is:

<u>Name</u>	<u>Jurisdiction</u>
<u>Specialized Medical Billing, Inc.</u>	<u>Illinois</u>

Second: The name and jurisdiction of each merging corporation is:

<u>Name</u>	<u>Jurisdiction</u>
<u>Specialized Medical Billing, Inc.</u>	<u>Florida</u>
_____	_____
_____	_____
_____	_____

Third: The Plan of Merger is attached.

Fourth: The merger shall become effective on the date the Articles of Merger are filed with the Florida Department of State

OR ____/____/____ (Enter a specific date. NOTE: An effective date cannot be prior to the date of filing or more than 90 days in the future.)

Fifth: Adoption of Merger by surviving corporation - (COMPLETE ONLY ONE STATEMENT)

The Plan of Merger was adopted by the shareholders of the surviving corporation on October 16, 2000.

The Plan of Merger was adopted by the board of directors of the surviving corporation on _____ and shareholder approval was not required.

Sixth: Adoption of Merger by merging corporation(s) (COMPLETE ONLY ONE STATEMENT)

The Plan of Merger was adopted by the shareholders of the merging corporation(s) on October 16, 2000.

The Plan of Merger was adopted by the board of directors of the merging corporation(s) on _____ and shareholder approval was not required.

(Attach additional sheets if necessary)

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TALLAHASSEE, FLORIDA

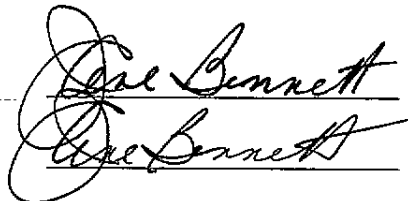
Seventh: SIGNATURES FOR EACH CORPORATION

Name of Corporation

Signature

Typed or Printed Name of Individual & Title

Specialized Medical
Billing, Inc.



Jane Bennett, President

Specialized Medical
Billing, Inc.

Jane Bennett, President

EXHIBIT A

PLAN OF MERGER OF SPECIALIZED MEDICAL BILLING, INC. WITH AND INTO SPECIALIZED MEDICAL BILLING, INC.

THIS PLAN OF MERGER ("Plan of Merger") is made and entered into this 16th day of October, 2000 by and between Specialized Medical Billing, Inc., a Florida corporation ("Specialized") with and into Specialized Medical Billing, Inc., an Illinois corporation ("SMB"), both of said corporations, being hereinafter sometimes referred to individually as a "Party" and collectively as the "Constituent Companies" or the "Parties".

RECITALS:

WHEREAS, Specialized is a Florida corporation duly incorporated and existing under the laws of the State of Florida, having been incorporated on May 17, 1989, by Articles of Incorporation filed with the Florida Secretary of State on that date, as amended on January 2, 1990; and

WHEREAS, SMB is an Illinois corporation duly incorporated and existing under the laws of the State of Illinois, having been incorporated on October 12, 2000, by Articles of Incorporation filed with the Illinois Secretary of State on that date; and

WHEREAS, members of each of the Constituent Companies deem it advisable and generally to the advantage and welfare of each of the Constituent Companies that Specialized be merged with and into SMB on the terms and conditions hereinafter set forth, and in accordance with the applicable provisions of the laws of the State of Illinois.

NOW, THEREFORE, in consideration of the foregoing and of the mutual covenants, conditions and agreements set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree that Specialized shall be merged with and into SMB (the "Merger"), and that the terms and conditions of the Merger, the mode of carrying the same into effect and such other matters as are required or permitted to be set forth in the case of a merger pursuant to the laws of the State of Illinois are as follows:

ARTICLE I Merger

1.1 Merger. At the Effective Time of the Merger (as hereinafter defined), Specialized and SMB shall be merged into a single corporation, in accordance with the applicable provisions of the laws of the State of Illinois, by Specialized merging with and into SMB, which shall be the surviving corporation (the "Surviving Company").

1.2 Effective Time. The effective time of the Merger ("Effective Time") is hereby designated as the time the Articles of Merger are received for filing by the Illinois Secretary of State.

1.3 Transfer, Conveyance and Assumption. At the Effective Time, SMB shall continue in existence as the Surviving Company and, without further transfer, succeed to and possess all of the rights, privileges and powers of the Constituent Companies in and to all of the property which shall become vested in the Surviving Company, without reversion or impairment; thereafter, SMB, as the Surviving Company, shall be responsible and liable for all of the liabilities and obligations of the Constituent Companies; and any claim existing or action or proceeding pending by or against either of the Constituent Companies may be continued as if the Merger did not occur or the Surviving Company may be substituted in the proceeding for Specialized.

1.4 Effect of Merger. The Merger shall have such other effects as set forth in the Illinois Business Corporation Act of 1983, as amended (the "Act").

ARTICLE II

Cancellation and Issuance of Shares

The manner of converting the issued and outstanding shares of capital stock of each of the Constituent Companies shall be as follows:

- (a) At the Effective Time of the Merger, each issued and outstanding share of common stock of Specialized shall be retired and canceled, and no shares of common stock of the Surviving Company or other consideration shall be issued in exchange therefor.
- (b) At the Effective Time of the Merger, each issued and outstanding share of common stock of SMB shall remain one share of common stock of the Surviving Company.

ARTICLE III

Articles of Incorporation and By-laws

The Articles of Incorporation and By-laws of SMB shall be the Articles of Incorporation and By-laws of the Surviving Company and shall not be affected by the Merger.

ARTICLE IV

Representations and Warranties of Specialized

Specialized represents and warrants to SMB as follows:

4.1. Incorporation. Specialized a corporation duly incorporated, validly existing and in good standing under the laws of the State of Florida and has the power to carry on its business as it

is now being conducted or presently proposed to be conducted.

4.2. Authority Relative to this Agreement. Specialized has the corporate power to enter into this Agreement and to carry out its obligations hereunder. The execution and delivery of this Agreement by Specialized and the consummation by Specialized of the transactions contemplated hereby have been duly authorized by the Board of Directors of Specialized, and no other proceedings on the part of Specialized are necessary to approve this Agreement or the transactions contemplated hereby.

4.3 Shares of Stock. The shares of stock which will be retired and canceled pursuant to Article 2 hereof constitute all of the issued and outstanding shares of capital stock of Specialized.

ARTICLE V

Representations and Warranties of SMB

SMB represents and warrants to Specialized as follows:

5.1. Incorporation. SMB is a corporation duly incorporated, validly existing and in good standing under the laws of the State of Illinois and has the power to carry on its business as it is now being conducted or presently proposed to be conducted.

5.2. Authority Relative to this Agreement. SMB has the power to enter into this Agreement and to carry out its obligations hereunder. The execution and delivery of this Agreement by SMB and the consummation by SMB of the transactions contemplated hereby have been duly authorized by SMB's Board of Directors, and no other proceedings on the part of SMB are necessary to approve this Agreement or the transactions contemplated hereby.

ARTICLE VI

Miscellaneous

6.1 Costs; Expenses. The Surviving Company shall pay all expenses of carrying this Plan of Merger into effect and accomplishing the Merger.

6.2 Further Assurances. If at any time, the Surviving Company shall consider or be advised that any further assignments or assurances in law are necessary or desirable to vest or to perfect or to confirm of record in the Surviving Company the title to any property or rights of Specialized, or otherwise to carry out the provisions hereof, the members of Specialized as of the Effective Time of the Merger shall execute and deliver any and all proper deeds, assignments and assurances in law, and do all things necessary or proper to vest, perfect or confirm title to such property or rights in the Surviving Company, and otherwise to carry out the provisions of this Plan of Merger.

6.3 Additional Agreements and Provisions. Subject to the terms and conditions of this Agreement, each Party hereto shall use all reasonable efforts to take, or cause to be taken, all action and to do, or cause to be done, all things necessary, proper or advisable under applicable laws and

regulations to consummate and make effective the transactions contemplated by this Agreement, to the extent required by law.

6.4 Notices. All notices, deliveries and other communications hereunder shall be in writing (including telex or similar writing) and shall be deemed given if delivered in person or by messenger, cable, telegram, or telex or facsimile transmission or by a reputable overnight delivery service which provides for evidence of receipt to the Parties at the following addresses or telex or telecopier numbers (or at such other address, or telex or telecopy number, for a party as shall be specified by like notice):

If to Specialized, to: Specialized Medical Billing, Inc.
199 S. Addison Street #101
Wood Dale, IL 60191
Attn: Jane Bennett, President
Telecopy: (630) 766-6824

If to SMB, to: Specialized Medical Billing, Inc.
199 S. Addison Street #101
Wood Dale, IL 60191
Attn: Jane Bennett, President
Telecopy: (630) 766-6824

Each such notice or other communication shall be effective (i) if given by telex or telecopy transmission during normal working hours on a business day, when such telex or telecopy is transmitted to the telex or telecopier numbers specified in this Section and the appropriate confirmation is received, and (ii) if given by any other means, when delivered during normal working hours on a business day, at the appropriate address specified in this Section 6.4.

6.5 Interpretation. When reference is made in this Agreement to Sections, such reference shall be to a Section of this Agreement unless otherwise indicated. The headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement. Whenever the words "include", "includes", or "including" are used in this Agreement, they shall be deemed to be followed by the words "without limitation".

6.6 Counterparts. This Agreement may be executed in one or more counterparts, all of which shall be considered one and the same agreement and shall become effective when one or more counterparts have been signed by each of the Parties and delivered to the other Parties, it being understood that all Parties need not sign the same counterpart.

6.7 Entire Agreement. This Agreement (including the documents and instruments referred to herein), constitutes the entire agreement and supersedes all prior agreements and understandings, both written and oral, among the parties with respect to the subject matter hereof.

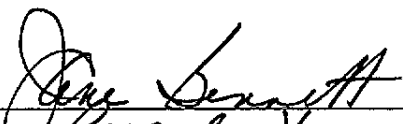
6.8 Assignment. Neither this Agreement nor any of the rights, interests or obligations hereunder shall be assigned by any Party hereto without the prior written consent of each other Party. This Agreement will be binding upon, inure to the benefit of and be enforceable by the Parties and their respective successors and assigns.

6.9 Governing Law. This Agreement shall be governed by and construed in accordance with the laws (other than the laws governing conflict of law matters) of the State of Illinois applicable to contracts executed and to be performed exclusively within the State of Illinois.

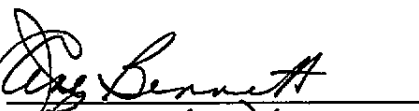
6.10 Saturdays, Sundays, Holidays, etc. If the last or appointed day for the taking of any action required or permitted by this Agreement is a day which is not a business day in Chicago, Illinois, then such action may be taken on the next succeeding day which is a business day in Chicago, Illinois.

IN WITNESS WHEREOF, this Plan of Merger has been signed on behalf of both of the Constituent Companies as of the date and year first above written.

SPECIALIZED MEDICAL BILLING, INC.,
a Florida corporation

By: 
Its: President

SPECIALIZED MEDICAL BILLING, INC.,
an Illinois corporation

By: 
Its: President