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TALLAHASSEE, FLORIDA

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(City/State/Zip/Phone #)

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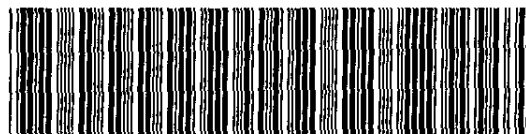
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September 30, 2004

VIA FEDERAL EXPRESS

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

**Re: Articles of Merger for Premiere Rehab Management of Weston, LLC,
and PT Solutions of Weston, LLC
RSJ&G File No. 7321-7**

Dear Sir or Madam:

I enclose herewith one original copy of Articles of Merger for the merger of PT Solutions of Weston, LLC, an Alabama limited liability company, with and into Premiere Rehab Management of Weston, LLC, a Florida limited liability company, with Premiere Rehab Management of Weston, LLC, surviving.

Please file the Articles in your office and return to me a file stamped copy of the Articles of Merger. I enclose herewith a copy of the original Articles for your convenience in returning to me the file stamped copy.

I also enclose a check made payable to the Florida Department of State in the amount of \$50.00 to cover all filing fees associated with this filing.

Should you have any questions regarding the enclosed, please do not hesitate to call me.

Sincerely,

Richard L. McBride, Jr.
Richard L. McBride, Jr.

RLMjr
enclosures

**ARTICLES OF MERGER
FOR THE MERGER OF
PT SOLUTIONS OF WESTON, LLC
WITH AND INTO
PREMIERE REHAB MANAGEMENT OF WESTON, LLC**

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SECRETARY OF STATE
TALLAHASSEE, FLORIDA

* * *

IN ACCORDANCE WITH section 10-12-54 et seq., Code of Alabama (1975), as amended, and section 608.438 et seq., Florida Statutes (2004), as amended, the undersigned does hereby execute and deliver unto the Secretary of State for the State of Alabama and unto the Department of State for the State of Florida the following Articles of Merger relating to the merger of PT SOLUTIONS OF WESTON, an Alabama limited liability company, with and into PREMIERE REHAB MANAGEMENT OF WESTON, LLC, a Florida limited liability company, with PREMIERE REHAB MANAGEMENT OF WESTON, LLC, as the surviving company:

FIRST: PT Solutions of Weston, LLC (the "Merging Company"), is a limited liability company organized under the laws of the State of Alabama pursuant to the filing of those Articles of Organization in the office of the Judge of Probate for Montgomery County, Alabama, on the 11th day of June, 2004, with its place of business located at 2149 North Commerce Parkway, Weston, Florida 33326. MO4-3251

SECOND: Premiere Rehab Management of Weston, LLC (the "Surviving Company"), is a limited liability company organized under the laws of the State of Florida pursuant to the filing of those Articles of Organization with the Department of State for the State of Florida on the 31st day of August, 2004, with its place of business located at 2149 North Commerce Parkway, Weston, Florida 33326. LO4-66001

THIRD: The Plan and Agreement of Merger dated September 21, 2004 ("Plan and Agreement of Merger"), attached hereto as Exhibit "A", has been approved by each of the Merging Company and the Surviving Company in accordance with the applicable provisions of the Alabama Limited Liability Company Act, as amended, and the Florida Limited Liability Company Act, as amended. The Plan and Agreement of Merger sets forth, inter alia, (1) the name, jurisdiction and street address of the Merging Company (*viz.* PT SOLUTIONS OF WESTON, LLC, an Alabama limited liability company, 2149 North Commerce Parkway, Weston, Florida 33326), (2) the name, jurisdiction and street address of the Surviving Company (*viz.* PREMIERE REHAB MANAGEMENT OF WESTON, LLC, a Florida limited liability company, 2149 North Commerce Parkway, Weston, Florida 33326), into which the Merging Company (*viz.*, PT SOLUTIONS OF WESTON, LLC) will be merged, (3) the type of business entity of the Surviving Company and the status in the Surviving Company of each member of the Merging Company, (4) the terms and conditions of the merger, and (5) the manner and basis of converting the membership interests of the members in the Merging Company into membership interests of the Surviving Company.

FOURTH: PREMIERE REHAB MANAGEMENT OF WESTON, LLC, shall be the surviving limited liability company.

FIFTH: These Articles of Merger, and the Merger itself, shall be effective. This Merger shall be effective at 12:01 a.m. (central standard time) on October 5, 2004.

SIXTH: The Plan and Agreement of Merger is on file at the Surviving Company's place of business at 2149 North Commerce Parkway, Weston, Florida 33326.

SEVENTH: A copy of the Plan and Agreement of Merger shall be furnished by the Surviving Company to any member of the Merging Company or the Surviving Company, on request and without cost.

[Execution to Follow on Next Following Page.]

FILED

IN WITNESS WHEREOF, the undersigned Merging Company and Surviving Company have caused these Articles of Merger to be executed on and as of the 21st day of September, 2004.

SECRETARY OF STATE
TALLAHASSEE, FLORIDA

PT SOLUTIONS OF WESTON, LLC,
an Alabama limited liability company
("Merging Company")

By: PREMIERE REHAB MANAGEMENT, LLC,
a Florida limited liability company
As Its Sole Member and Manager

By: 

Dale M. Yake
As Its Manager

PREMIERE REHAB MANAGEMENT OF WESTON,
LLC, a Florida limited liability company
("Surviving Company")

By: PREMIERE REHAB MANAGEMENT, LLC,
a Florida limited liability company
As Its Sole Member and Manager

By: 

Dale M. Yake
As Its Manager



**PLAN AND AGREEMENT OF MERGER
OF
PT SOLUTIONS OF WESTON, LLC
WITH AND INTO
PREMIERE REHAB MANAGEMENT OF WESTON, LLC
WITH THE NAME
PREMIERE REHAB MANAGEMENT OF WESTON, LLC**

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SECRETARY OF STATE
TALLAHASSEE, FLORIDA

THIS PLAN AND AGREEMENT OF MERGER ("Agreement") is hereby made and entered into as of the 21st day of September, 2004, by and between PT SOLUTIONS OF WESTON, LLC, an Alabama limited liability company ("Merging Company"), and PREMIERE REHAB MANAGEMENT OF WESTON, LLC, a Florida limited liability company ("Surviving Company").

WITNESSETH:

WHEREAS, each of the Merging Company and the Surviving Company deems it advisable that the Merging Company be merged with and into the Surviving Company under the laws of the State of Alabama and under the laws of the State of Florida; and

WHEREAS, the sole member and sole manager of each of the Merging Company and the Surviving Company has approved the merger of the Merging Company with and into the Surviving Company, all in accordance with the provisions of section 10-12-54 et seq., of the Code of Alabama (1975), as amended, and the provisions of section 608.438 et seq., of the Florida Statutes (2004), as amended, and

WHEREAS, each of the Merging Company and the Surviving Company desires to set forth the terms and conditions upon which the merger shall be consummated.

NOW, THEREFORE, for and in consideration of the foregoing premises and the mutual agreements herein contained, each of the Merging Company and the Surviving Company has agreed, and does hereby agree, to merge upon the terms and conditions stated below:

1. Agreement to Merge. At the time and upon the terms and conditions set forth below, the Merging Company will merge with and into the Surviving Company, with the Surviving Company resulting as the surviving entity from the merger (herein referred to as the "Merger").

2. Name and Street Address of Merging Company. The name of the Merging Company is PT Solutions of Weston, LLC, and its street address is 2149 North Commerce Parkway, Weston, Florida 33326. The Merging Company is an Alabama limited liability company.

3. Name and Street Address of Surviving Company. The name of the Surviving Company is Premiere Rehab Management of Weston, LLC, and its street address is 2149 North Commerce Parkway, Weston, Florida 33326.

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4. Type of Surviving Company; Status of Members of Merging Company. The Surviving Company is a Florida limited liability company and shall continue to operate as a Florida limited liability company following the Merger. The sole member of the Merging Company shall become a member in the Surviving Company upon the terms and conditions contained herein. 1:21
OFFICE OF THE CLERK OF THE COURT
TALLAHASSEE, FLORIDA

5. Terms and Conditions of Merger.

(a) The Articles of Organization of the Surviving Company in effect as of the date of this Agreement shall be the Articles of Organization of the Surviving Company following the Merger, except as thereafter amended and restated in accordance with their terms.

(b) The principal place of business of the Surviving Company shall continue to be located at 2149 North Commerce Parkway, Weston, Florida 33326, and a copy of this Agreement and of the Articles of Merger shall be maintained at such place and shall be furnished to the members of the Merging Company and of the Surviving Company upon request and without cost.

(c) Upon the Merger becoming effective, the existence of the Merging Company shall cease, the Merging Company shall be merged into the Surviving Company, and the existence of the Surviving Company will continue. By operation of law, the Surviving Company shall assume all contracts, obligations and liabilities of every nature of the Merging Company and shall be vested with all rights, privileges and powers of each of the Merging Company and the Surviving Company, without the necessity of any other formal documentation. All property, real, personal, and mixed, and all debts due to either of the Merging Company or the Surviving Company, as well as all other assets, things and causes of action belonging to each of them, shall be vested in the Surviving Company. The title to any real property vested by deed or otherwise in either of the Merging Company or the Surviving Company shall be in the Surviving Company and shall not revert or in any way be impaired by reason of the Merger.

(d) If, at any time, the Surviving Company shall deem it necessary or desirable that any further action be taken to effect the transfer of rights or title to property or assets of the Merging Company, the sole member and the sole manager of the Merging Company agree that he will execute such documents, make such assurances, and do all things necessary or proper to vest title in such property or rights in and to the Surviving Company.

6. Manner and Basis of Converting Interests.

(a) Immediately prior to the Merger, the ownership of the membership interests in the Merging Company was as follows:

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Name of Member

Percentage Interest

Premiere Rehab Management, LLC

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100.0%

SECRETARY OF STATE
TALLAHASSEE, FLORIDA

It is noted that the above named member, Premiere Rehab Management, LLC, has succeeded to its ownership interest in the Merging Company by virtue of that certain merger of the former sole member of the Merging Company, PT Solutions Physical Therapy, LLC, with and into Premiere Rehab Management, LLC, effective September 24, 2004, with Premiere Rehab Management, LLC, as the surviving company.

(b) Immediately prior to the Merger, the ownership of the membership interests in the Surviving Company was as follows:

Name of Member

Percentage Interest

Premiere Rehab Management, LLC

100.0%

(c) Upon the consummation of the Merger, all of the membership interests of the Merging Company shall be converted into membership interests of the Surviving Company, so that, immediately following such exchange and conversion, the membership interests of the members of the Surviving Company will be as follows:

Name of Member

Percentage Interest

Premiere Rehab Management, LLC

100.0%

7. Management of Surviving Company. The Surviving Company is to be managed by one or more managers. The name of the manager of the Surviving Company is Premiere Rehab Management, LLC, and its street address is 2149 North Commerce Parkway, Weston, Florida 33326.

8. Effective Time of Merger. The Merger shall be effective upon the time and date set forth in the Articles of Merger.

9. Approval of Merger. This Agreement of Merger has been approved by the sole member and the sole manager of the Merging Company and by the sole member and the sole manager of the Surviving Company. The sole member and sole manager of the Merging Company and the sole member and the sole manager of the Surviving Company hereby agree to cause to be executed and filed Articles of Merger as required by law.

10. Severability. If any provision of this Agreement is or becomes invalid, illegal or unenforceable in any jurisdiction for any reason, such invalidity, illegality or unenforceability shall not affect the remainder of this Agreement, and the remainder of this Agreement shall be construed and enforced as if such invalid, illegal or unenforceable portion were not contained herein.

FILED

11. Amendment. This Agreement may be amended in whole or in part by the parties hereto, by an instrument in writing signed by the sole manager of the Merging Company and the sole manager of the Surviving Company.

12. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, and all such counterparts, when taken together, shall constitute but one and the same instrument.

13. Governing Law. This Agreement and the plan and agreement of merger set forth herein shall be construed in accordance with the laws of the State of Florida applicable to contracts made to be performed entirely therein.

12. No Assignment. Neither this Agreement nor any rights granted hereunder may be assigned by either party hereto without the prior written consent of the other party hereto.

14. Entire Agreement; Binding Nature. This Agreement and the plan and agreement of merger set forth herein constitute the entire agreement between the parties hereto and shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns. The parties and their representatives make no representations or warranties to each other, except as expressly contained in this Agreement, and any and all prior representations and statements made by any party or their representatives, whether orally or in writing, are deemed to be merged into this Agreement.

[Execution to Follow on the Next Following Page]

FILED
IN WITNESS WHEREOF, the undersigned Merging Company and Surviving Company
have caused this Agreement to be duly executed in their names and on their behalf by their
undersigned duly authorized managers, respectively, on and as of the date first written above. 2009 OCT 1: 21

SECRETARY OF STATE
TALLAHASSEE, FLORIDA


PT SOLUTIONS OF WESTON, LLC,
an Alabama limited liability company
("Merging Company")

By: PREMIERE REHAB MANAGEMENT, LLC,
a Florida limited liability company
As Its Manager

By: 
Dale M. Yake
As Its Manager

PREMIERE REHAB MANAGEMENT OF WESTON,
LLC, a Florida limited liability company
("Surviving Company")

By: PREMIERE REHAB MANAGEMENT, LLC,
a Florida limited liability company
As Its Manager

By: 
Dale M. Yake
As Its Manager