

FROM: CARLTON FIELDS FL FAX: 813 294260 1-30-03 8:30 A F 01

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EFFECTIVE DATE
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MERGER OR SHARE EXCHANGE

NORTHEAST FAMILY, INC.

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ARTICLES OF MERGER
OF
E-DIMENSIONS, INC.
INTO
NORTHEAST FAMILY, INC.

FILED
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TALLAHASSEE, FLORIDA

ARTICLE I
Names and Surviving Corporation

The names and state of incorporation of the corporations which are parties to the merger are:

<u>Name</u>	<u>State of Incorporation</u>
E-Dimensions, Inc.	Florida
Northeast Family, Inc.	Florida

EFFECTIVE DATE
12-31-03

Northeast Family, Inc. shall be the surviving corporation.

ARTICLE II
Plan of Merger

The plan of merger is attached hereto as Exhibit A.

ARTICLE III
Date of Adoption

The date of adoption of the plan of merger by the shareholders of each corporation is:

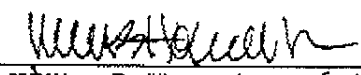
<u>Name</u>	<u>Date of Adoption</u>
E-Dimensions, Inc.	December 30, 2003
Northeast Family, Inc.	December 30, 2003

ARTICLE IV
Date Effective

The merger shall be effective at 11:59 p.m. on December 31, 2003.

Dated this 30th day of December 2003.

E-DIMENSIONS, INC.

By: 
William B. Harvard, Jr., President

By: 
Jeffrey E. Cobble, Secretary

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FROM: CARLTON FIELDS SFL

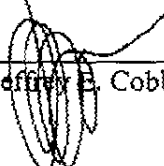
FAX NO.: 813 2294260

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NORTHEAST FAMILY, INC.

By: 
William B. Harvard, Jr., President

By: 
Jeffrey E. Cobble, Secretary

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EXHIBIT A

**AGREEMENT AND PLAN OF MERGER
Of
E-DIMENSIONS, INC.,
A Florida corporation
With and Into
NORTHEAST FAMILY, INC.,
A Florida Corporation**

This Agreement is dated as of December 30, 2003 (the "Agreement"), by and among E-Dimensions, Inc., a Florida corporation (the "Merger Corporation"), and Northeast Family Inc., a Florida corporation (the "Surviving Corporation"). The Merging Corporation and the Surviving Corporation are sometimes collectively referred to herein as the "Constituent Organizations."

The Merging Corporation and the Surviving Corporation desire to effect a merger (the "Merger") of the Merging Corporation with and into the Surviving Corporation as provided in this Agreement. The board of directors of the Merging Corporation has approved the Merger and directed that this Agreement be submitted to its sole shareholder for adoption and approval. The board of directors of the Surviving Corporation has approved the Merger and directed that this Agreement be submitted to its sole shareholder for adoption and approval. This Agreement sets forth a plan of merger pursuant to the provisions of the Florida Business Corporation Act ("FBCA").

NOW, THEREFORE, in consideration of the premises and of the mutual covenants, agreements and conditions set forth herein, the parties hereto do hereby agree as follows:

**SECTION 1. TERMS AND CONDITIONS OF MERGER AND MODE OF CARRYING
MERGER INTO EFFECT.**

(a) At the Effective Time (as defined in Section 3 of this Agreement) of the Merger, the Merging Corporation shall merge into the Surviving Corporation.

(b) Pursuant to the Merger, the articles of incorporation and bylaws of the Surviving Corporation in effect immediately prior to the Effective Time shall be the articles of incorporation and bylaws, respectively, of the Surviving Corporation until otherwise amended or repealed in accordance with applicable law.

(c) From and after the Effective Time, the directors and officers of the Surviving Corporation shall be those persons identified in Appendix A of this Agreement, each to remain directors and officers until their respective successors are duly elected or appointed and qualified in the manner provided in the articles of incorporation and bylaws of the Surviving Corporation, or as otherwise provided by law.

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(d) The established offices and facilities of the Merging Corporation immediately prior to the Effective Time shall continue as the established offices and facilities of the Surviving Corporation after the Effective Time. At and after the Effective Time, the separate corporate existence of the Merging Corporation shall cease.

(c) All assets and property (including, without limitation, real, personal and mixed, tangible and intangible, choses in action, rights and credits) then owned by each of the Constituent Organizations, or which would inure to the benefit of either of such Constituent Organizations, shall immediately, by operation of law and without any conveyance, transfer or further action, become the assets and property of the Surviving Corporation. The Surviving Corporation shall be deemed to be a continuation of each of the Constituent Organizations, and shall succeed to the rights and obligations of each respective Constituent Organization, and to the duties and liabilities connected therewith.

(f) All rights of creditors and all liens upon the property of either of the Constituent Organizations shall be preserved unimpaired by the Merger, and all debts, liabilities, obligations and duties, including but not limited to the obligations of the Merging Corporation pursuant to stock options, warrants and convertible debt instruments, of either of the Constituent Organizations shall, at the Effective Time, become the responsibility and liability of the Surviving Corporation, and may be enforced against it to the same extent as if said debts, liabilities, obligations and duties had been incurred or contracted by it. All corporate acts, policies, arrangements, approvals, and authorizations of the Merging Corporation, its shareholders, board of directors, officers and agents, which were valid and effective immediately prior to the Effective Time, shall be taken for all purposes as the acts, policies, arrangements, approvals, and authorizations of the Surviving Corporation and shall be as effective and binding thereon as the same were with respect to the Merging Corporation.

SECTION 2. CAPITALIZATION.

(a) As of the date of this Agreement: (i) the authorized capital stock of the Merging Corporation consists of 10,000 shares of common stock, \$0.01 par value per share ("Merging Common Shares"), of which 35 shares are issued and outstanding, and (ii) there are no outstanding warrants, options, conversion privileges, preemptive rights, or other rights or agreements to purchase or otherwise acquire or issue any Common Shares.

(b) As of the date of this Agreement: (i) the authorized capital stock of the Surviving Corporation consists of 10,000 shares of common stock, \$0.01 par value per share ("Surviving Common Shares"), of which 35 shares are issued and outstanding, and (ii) there are no outstanding warrants, options, conversion privileges, preemptive rights, or other rights or agreements to purchase or otherwise acquire or issue any Surviving Common Shares.

SECTION 3. MANNER AND BASIS OF CONVERTING SHARES OF THE MERGING CORPORATION INTO SHARES OF THE SURVIVING CORPORATION

(a) The Merging Common Shares held by the shareholders of the Merging Corporation that are issued and outstanding at the Effective Time shall cease to be outstanding

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and shall be automatically converted into Surviving Common Shares of the Surviving Corporation on a one-for-one basis.

(b) At the Effective Time, the Surviving Common Shares of the Surviving Corporation that are issued and outstanding immediately prior to the Effective Time shall remain outstanding.

SECTION 4. CONDITIONS.

Effectuation of the Merger and the other transactions herein provided is conditioned on the following:

(a) The Merger shall have received approval of the shareholder of the Merging Corporation and the shareholder of the Surviving Corporation in the manner required by the FBCA, the respective articles of incorporation, and the respective bylaws of the Constituent Organizations.

(b) Receipt of all consents, orders, and approvals and satisfaction of all other requirements prescribed by law which are necessary for the consummation of the Merger.

SECTION 5. FILING; EFFECTIVE TIME.

If all of the conditions to the Merger set forth in Section 4 of this Agreement shall have been fulfilled in accordance herewith and this Agreement shall not have been terminated as provided in Section 7 of this Agreement, the Surviving Corporation and the Merging Corporation shall cause articles of merger ("Articles of Merger") meeting the requirements of the FBCA, to be properly executed and filed with the Department of State of the State of Florida. The Merger shall become effective on: December 31, 2003, at 11:59 p.m. Eastern Standard Time, or (ii) such date and time as is agreed upon in writing by the Surviving Corporation and the Merging Corporation and specified in the Articles of Merger (the "Effective Time"). In no event shall the Effective Time be a date later than that permitted by the FBCA.

SECTION 6. FURTHER ASSURANCES.

Prior to the Effective Time, each of the Constituent Organizations shall take all such actions as shall be necessary or appropriate in order to effectuate the Merger. In case at any time after the Effective Time the Surviving Corporation shall determine that any further conveyance, assignment, or other documents or any further action is necessary or desirable to vest in or confirm to the Surviving Corporation full title to all the properties, assets, rights, privileges and franchises of the Merging Corporation, the directors and officers of the Surviving Corporation, in the name and on behalf of each of the Constituent Organizations, shall be authorized to execute and deliver all such instruments and take all such action in the name and on behalf of each of the Constituent Organizations as may be necessary or desirable in order to vest in and confirm to the Surviving Corporation title to and possession of all such properties, assets, rights, privileges and franchises, and otherwise to carry out the purposes of this Agreement.

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SECTION 7. TERMINATION AND AMENDMENT.

(a) At any time prior to the Effective Time, this Agreement may be terminated by the mutual consent of the board of directors of the Merging Corporation and Surviving Corporation, respectively, whether before or after the approval of this Agreement by the shareholders of the Constituent Organizations. In the event this Agreement is so terminated, it shall be of no further force or effect and there shall be no liability by reason of this Agreement or its termination on the part of either of the Constituent Organizations or of their respective directors, officers, employees, agents, shareholders, members, or incorporators.

(b) This Agreement represents the entire agreement between the parties hereto with respect to the subject matter hereof and may be amended only by a writing executed by both parties. The Constituent Organizations may, by written agreement between them, amend, modify, or supplement this Agreement at any time prior to the Effective Time, provided that no amendment shall be made after the approval of this Agreement by the shareholder of the Merging Corporation or of the Surviving Corporation, which changes the terms of this Agreement in a way which is materially adverse to the shareholder of the Constituent Organizations, unless such amendment is approved by such shareholder.

SECTION 8. CONSTRUCTION OF TERMS. All provisions and any variations thereof used herein shall be deemed to refer to the masculine, feminine, neuter, singular, or plural as the identity of such person or persons shall require.

SECTION 9. GOVERNING LAW. This Agreement shall be governed by the laws of the State of Florida.

SECTION 10. COUNTERPARTS. This Agreement may be executed in any number of counterparts, each of which shall be an original, but all such counterparts shall together constitute but one and the same instrument.

[Signatures on Next Page]

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IN WITNESS WHEREOF, each of the Constituent Organizations has caused this Agreement to be duly executed on its behalf by its officers thereunto duly authorized, as of the date first above written.

E-DIMENSTIONS, INC.,
a Florida corporation

No Signature Required

By: _____
Name: William B. Harvard, Jr.
Title: President

Attest:

No Signature Required

By: (Exhibit Page 1)
Name: Jeffrey E. Cobble
Title: Secretary

NORTHEAST FAMILY, INC.
a Florida corporation

(Exhibit Page)

By: _____
Name: William B. Harvard, Jr.
Title: President

Attest:

No Signature Required

By: _____
Name: Jeffrey E. Cobble
Title: Secretary

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FAX NO.: 813 2294260

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APPENDIX A

OFFICERS AND DIRECTORS
OF
SURVIVING ENTITY

WILLIAM B. HARVARD, JR.	PRESIDENT/DIRECTOR
JEFFREY E. COBBLE	SECRETARY/DIRECTOR
MICHAEL K. HART	DIRECTOR

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