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January 20, 2005

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**Via Regular U.S. Mail**

Amendment Section  
Division of Corporations  
P.O. Box 6327  
Tallahassee, Florida 32314

Re: **ALPHABET RANCH, INC. (FL) – SUNSHINE THERAPY, INC. (GA) –  
FILING OF ARTICLES OF MERGER (SUNSHINE THERAPY is the  
Surviving Corporation)**

To Whom It May Concern:

In accordance with Section 607.1101, et.al. of the Florida Corporation Code, you will find enclosed the following:

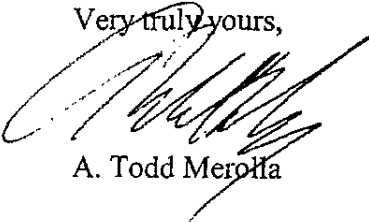
1. An Original and one copy of the Articles of Merger; and
2. Payment to you of the filing fee of \$70.00.

Please return all correspondence regarding this matter to the following:

A. Todd Merolla, Esq.  
A. Todd Merolla, P.C.  
5855 Sandy Springs Circle, Suite 300  
Atlanta, Georgia 30328

We will appreciate your processing these documents and returning the conformed copy to us.

Very truly yours,

  
A. Todd Merolla

no  
Enclosures

FILED  
SECRETARY OF STATE  
DIVISION OF CORPORATIONS  
2005 JAN 26 PM 3:28

**CERTIFICATE/ARTICLES OF MERGER  
OF**

**ALPHABET RANCH, INC.  
a Florida corporation**

**INTO**

**SUNSHINE THERAPY, INC.,  
a Georgia corporation**

(PURSUANT TO SECTION 14-2-1105 OF THE GEORGIA BUSINESS CORPORATION  
CODE AND SECTION 607.1105 OF FLORIDA CORPORATION CODE)

I.

An Agreement and Plan of Merger (the "Plan of Merger"), dated December 31, 2004, between SUNSHINE THERAPY, INC. and ALPHABET RANCH, INC., (together, the "Constituent Corporations") has been adopted, approved and executed by each of the Constituent Corporations in accordance with the provisions of Section 14-2-1103 of the Georgia Business Corporation Code and Section 607.1107 of the Florida Corporation Code.

II.

The name and state of incorporation of each of the Constituent Corporations are as follows:

<u>NAME</u>	<u>STATE OF INCORPORATION</u>
SUNSHINE THERAPY, INC.	Georgia
ALPHABET RANCH, INC.	Florida

III.

SUNSHINE THERAPY, INC. is the surviving corporation and the name of the surviving corporation shall be "SUNSHINE THERAPY, INC." in accordance with Article IV herein below (hereafter called the "Surviving Corporation").

IV.

The Articles of Incorporation of SUNSHINE THERAPY, INC., as hereby amended, shall be, and continue to be, the Articles of Incorporation of the Surviving Corporation until amended or changed as provided by law.

Article Three of the Articles of Incorporation of SUNSHINETHERAPY, INC. is amended

to read as follows:

The corporation shall have the authority to issue not more than ten million (10,000,000) shares, \$.001 par value.

No other amendments or changes in the Articles of Incorporation of the Surviving Corporation will be effected by the merger.

V.

The executed Plan of Merger is on file at the principal place of business of the Surviving Corporation at 123 Stone Creek Path, Hiram, Georgia 30141. The Plan of Merger is attached hereto as Exhibit A.

VI.

A copy of the Plan of Merger will be furnished by the Surviving Corporation, on request and without cost, to any shareholder of either of the Constituent Corporations.

VII.

The merger of the Constituent Corporations pursuant to the Plan of Merger was duly approved by the shareholders of each of the Constituent Corporations on December 31, 2004.

VII.

The Surviving Corporation hereby appoints the Secretary of State of Florida as its agent for service of process in a proceeding to enforce any obligation or the rights of dissenting Shareholders of Alphabet Ranch, Inc.

IX.

The Surviving Corporation agrees to promptly pay to the dissenting Shareholders of Alphabet Ranch, Inc., the amount, if any, to which they are entitled under Florida Statute § 607.1302.

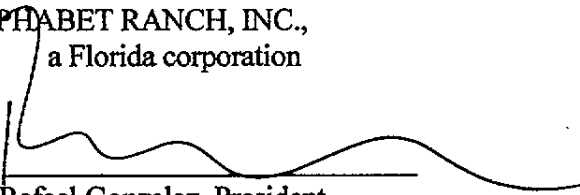
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IN WITNESS WHEREOF, the Constituent Corporations have caused this Certificate of Merger to be signed the 31<sup>st</sup> day of December, 2004.

SUNSHINE THERAPY, INC.,  
a Georgia corporation

By:   
Patricia Gonzalez, President

ALPHABET RANCH, INC.,  
a Florida corporation

By:   
Rafael Gonzalez, President

**EXHIBIT A**

**AGREEMENT AND PLAN OF MERGER OF  
ALPHABET RANCH, INC. WITH AND INTO SUNSHINE THERAPY, INC.,**

This Agreement and Plan of Merger (the "Agreement") is made and entered into this 31<sup>st</sup> day of December, 2004 by and between **SUNSHINE THERAPY, INC.**, a Georgia corporation ("Sunshine"), and **ALPHABET RANCH, INC.**, a Florida corporation ("Alphabet") (Sunshine and Alphabet being hereinafter sometimes collectively referred to as the "Constituent Corporations").

**WITNESSETH:**

**WHEREAS**, **SUNSHINE** is a corporation organized under the laws of the State of Georgia with its principal office therein located in the City of Hiram, County of Paulding;

**WHEREAS**, **SUNSHINE** has authorized capital stock consisting of 10,000 shares of common stock, \$.001 par value, of which 9,999 shares are issued and outstanding (the **SUNSHINE** common stock being hereinafter referred to as the "**SUNSHINE** Stock");

**WHEREAS**, **Alphabet** is a corporation organized under the laws of the State of Florida with its principal office therein located in the City of Miami, County of Miami-Dade;

**WHEREAS**, **Alphabet** has authorized capital stock consisting of 100 shares of common stock, of which 100 shares are issued and outstanding (the "**Alphabet** Stock");

**WHEREAS**, the laws of the States of Georgia and Florida permit a merger of the Constituent Corporations; and

**WHEREAS**, the Boards of Directors of each of the Constituent Corporations have determined that it is advisable and for the benefit of each of the Constituent Corporations and their respective shareholders that **Alphabet** be merged with and into **SUNSHINE** on the terms and conditions hereinafter set forth, and by resolutions duly adopted have adopted the terms and conditions of this Agreement, and directed that the proposed merger be submitted to the shareholders of **Alphabet** and **SUNSHINE** and recommended to such shareholders approval of the terms and conditions hereinafter set forth;

**NOW, THEREFORE**, for and in consideration of the premises and of the mutual agreements, promises and covenants contained herein, it is agreed by and between the parties hereto, subject to the conditions hereinafter set forth and in accordance with the Georgia Business Corporation Code (the "**Code**"), that **Alphabet** shall be and hereby is, at the Effective Date (as hereinafter defined), merged with and into **SUNSHINE** (**SUNSHINE** subsequent to such merger being hereinafter sometimes referred to as the "**Surviving Corporation**"), with the corporate existence of the **Surviving Corporation** to be continued under the name "**Sunshine Therapy, Inc.**," and that the terms and conditions of the merger hereby agreed upon, the mode of carrying the same into effect, and the manner of converting shares are and shall be as follows:

**Section 1**  
***Merger***

1.1 On the Effective Date, Alphabet shall be merged with and into SUNSHINE, and SUNSHINE shall continue in existence and the merger shall in all respects have the effect provided for in Section 14-2-1106 of the Code.

1.2 Without limiting the foregoing, on and after the Effective Date, the separate existence of Alphabet shall cease, and, in accordance with the terms of this Agreement, the title to all real estate and other property owned by each of the Constituent Corporations shall be vested in the Surviving Corporation without reversion or impairment; the Surviving Corporation shall have all liabilities of each of the Constituent Corporations; and any proceeding pending against any Constituent Corporations may be continued as if the merger did not occur or the Surviving Corporation may be substituted in its place.

1.3 Prior to and from and after the Effective Date, the Constituent Corporations shall take all such action as shall be necessary or appropriate in order to effectuate the merger. If at any time the Surviving Corporation shall consider or be advised that any further assignments or assurances in law or any other actions are necessary, appropriate or desirable to vest in said corporation, according to the terms hereof, the title to any property or rights of Alphabet, the last acting officers of Alphabet, or the corresponding officers of the Surviving Corporation, shall and will execute and make all such proper assignments and assurances and take all action necessary and proper to vest title in such property or rights in the Surviving Corporation, and otherwise to carry out the purposes of this Agreement.

**Section 2**  
***Terms of Transaction***

2.1 Upon the Effective Date:

(a) Each share of SUNSHINE Stock issued and outstanding immediately prior to the Effective Date shall, by virtue of the merger and without any action on the part of the holder thereof, thereupon be converted into 383.401 shares of common stock of the Surviving Corporation (the "Surviving Corporation Stock"), subject to the provisions of Section 2.2 below, the shares of common stock of the Surviving Corporation required for such purpose being drawn from authorized but unissued shares of the Surviving Corporation.

(b) Each share of Alphabet Stock outstanding and owned of record by its shareholders immediately prior to the Effective Date shall, by virtue of the merger and without any action on the part of the holder thereof, thereupon be converted into 28,333.33 shares of common stock of the Surviving Corporation (the "Surviving Corporation Stock"), subject to the provisions of Section 2.2 below, the shares of common stock of the Surviving Corporation required for such purpose being drawn from authorized but unissued shares of the Surviving Corporation.

2.2 After the Effective Date, each holder of an outstanding certificate or certificates which immediately prior thereto represented shares of SUNSHINE Stock will, upon surrender of such certificate or certificates, be entitled to a certificate or certificates representing the number of shares of the Surviving Corporation Stock into which the aggregate number of shares of SUNSHINE Stock previously represented by such certificate or certificates surrendered shall have been converted pursuant to Section 2.1 of this Agreement.

**Section 3**  
***Directors and Officers***

The persons who are directors and officers of SUNSHINE immediately prior to the Effective Date shall continue as the directors and officers of the Surviving Corporation and shall continue to hold office as provided in the bylaws of the Surviving Corporation.

**Section 4**  
***Articles of Incorporation and Bylaws***

4.1 From and after the Effective Date, the Articles of Incorporation of SUNSHINE, as in effect at such date, shall be the Articles of Incorporation of the Surviving Corporation and shall continue in effect until the same shall be altered, amended or repealed as therein provided or as provided by law. Further, Article Three of the Articles of Incorporation of SUNSHINETHERAPY, INC. shall be amended to read as follows: "The corporation shall have the authority to issue not more than ten million (10,000,000) shares, \$.001 par value."

4.2 From and after the Effective Date, the bylaws of SUNSHINE, in effect at such date, shall be the bylaws of the Surviving Corporation and shall continue in effect until the same shall be altered, amended or repealed as therein provided or as provided by law.

**Section 5**  
***Shareholder Approval, Effectiveness of Merger***

This Agreement shall be submitted for approval to the shareholders of SUNSHINE and Alphabet as provided by the Code. If this Agreement is duly authorized and adopted by the requisite vote or written consents of such shareholders and is not terminated and abandoned pursuant to the provisions of Section 6 hereof, this Agreement shall be executed, and this Agreement and the Certificate of Merger incorporating the terms of this Agreement shall be filed and recorded in accordance with the laws of the States of Georgia and Florida as soon as practicable after the last approval by such shareholders. The Board of Directors and the proper officers of the Constituent Corporations are authorized, empowered and directed to do any and all acts and things, and to make, execute, deliver, file, and record any and all instruments, papers, and documents which shall be or become necessary, proper or convenient to carry out or put into effect any of the provisions of this Agreement or of the merger herein provided for. The merger shall become effective on the date on which the Certificate of Merger incorporating this Agreement is filed with the Secretary of State of Georgia and Florida (said date is herein referred to as the "Effective Date").



**Section 6**  
***Termination***

At any time prior to the filing of the Certificate of Merger by the Secretary of State of Georgia and Florida, the Board of Directors of SUNSHINE or Alphabet may terminate and abandon this Agreement, notwithstanding favorable action on the merger by the shareholders of either of such corporations or earlier approval by the Boards of Directors of such corporations.

**Section 7**  
***Miscellaneous***

7.1 This Agreement may be executed in counterparts, each of which when so executed shall be deemed to be an original and all of which together shall constitute one and the same agreement.

7.2 This Agreement and the legal relations between the parties hereto shall be governed by and construed in accordance with the laws of the State of Georgia.

**IN WITNESS WHEREOF**, the Constituent Corporations have each caused this Agreement to be executed, their respective corporate seals to be affixed and the foregoing attested, all by their respective duly authorized officers, as of the date hereinabove first written.

SUNSHINE THERAPY, INC.

By:   
Patricia Gonzalez, President

ALPHABET RANCH, INC.

By:   
Rafael Gonzalez, President