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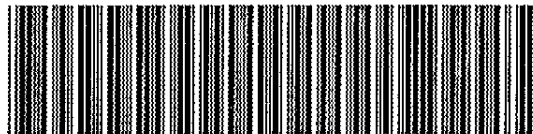
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SECRETARY OF STATE
TALLAHASSEE, FLORIDA

TRANSMITTAL LETTER

TO: Amendment Section
Division of Corporations

SUBJECT: Southern Care Newton, Inc.
(Name of surviving corporation)

The enclosed merger and fee are submitted for filing.

Please return all correspondence concerning this matter to the following:

James C. Reilly
(Name of person)

SouthernCare, Inc
(Name of firm/company)

3536 Vann Rd.
(Address)

Birmingham, AL 35235
(City state and zip code)

For further information concerning this matter, please call:

James C. Reilly at (205) 655-4809 x121
(Name of person) (Area code & daytime telephone number)

☒ Certified copy (optional) \$8.75 (plus \$1 per page for each page over 8, not to exceed a maximum of \$52.50; please send an additional copy of your document if a certified copy is requested)

Mailing Address:

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

Street Address:

Amendment Section
Division of Corporations
409 E. Gaines St.
Tallahassee, FL 32399

ARTICLES OF MERGER
OF
SOUTHERN CARE NEWTON, INC., a Florida corporation
AND
SOUTHERN CARE NEWTON, INC., a Mississippi corporation

FILED
03 MAY 16 PM 2:22
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

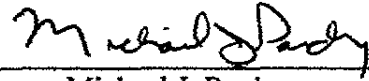
To the Department of State
State of Florida

Pursuant to the provisions of the Florida Business Corporation Act, the domestic business corporation and the foreign business corporation herein named do hereby submit the following articles of merger.

1. The name and jurisdiction of the surviving corporation is: Southern Care Newton, Inc., a Florida corporation.
2. The name and jurisdiction of the merging corporation is: Southern Care Newton, Inc., a Mississippi corporation.
3. Annexed hereto and made a part hereof is the Agreement and Plan of Merger relating to the merger of Southern Care Newton, Inc., a Mississippi corporation with and into Southern Care Newton, Inc., a Florida corporation.
4. The effective date of the merger herein provided for in the State of Florida shall be the date of filing with the Florida Secretary of State.
5. The stockholders of Southern Care Newton, Inc., a Florida corporation entitled to vote on the Agreement and Plan of Merger approved and adopted the Agreement and Plan of Merger by unanimous written consent given on May 6, 2003 in accordance with the provisions of Sections 607.0704, 607.1103 and 607.1107 of the Florida Business Corporation Act.
6. The stockholders of Southern Care Newton, Inc., a Mississippi corporation entitled to vote on the Agreement and Plan of Merger approved and adopted the Agreement and Plan of Merger by unanimous written consent given on May 6, 2003

[SIGNATURES ON NEXT PAGE]

Southern Care Newton, Inc.
A Mississippi corporation



Michael J. Pardy
President

Southern Care Newton, Inc.
A Florida corporation



Michael J. Pardy
President

AGREEMENT AND PLAN OF MERGER

AGREEMENT AND PLAN OF MERGER dated as of May 1st, 2003 between Southern Care Newton, Inc., a Mississippi corporation ("SCN"), and Southern Care Newton, Inc., a Florida corporation (the "Company").

WHEREAS, SCN sold substantially all its assets for stock and cash effective February 21, 2003 ("Sale"); and

WHEREAS, SCN is organized as an S Corporation under the Internal Revenue Code ("IRC"), and;

WHEREAS, the sole shareholder of SCN is a domiciliary of Florida; and

WHEREAS, due to certain state tax issues of a Mississippi S Corporation, SCN and its sole shareholder desire to change the domicile of SCN from Mississippi to Florida pursuant to an "F Reorganization" under the IRC.

WHEREAS, it is proposed that SCN merge with and into the Company, with the Company being the surviving corporation.

The parties hereto agree as follows:

ARTICLE I THE MERGER

Section 1.01. *The Merger.* (a) At the Effective Time, SCN shall be merged (the "Merger") with and into the Company in accordance with the terms hereof and the requirements of the Mississippi Business Corporation Act of the State of Mississippi ("Mississippi Law") and the Business Corporation Act of the State of Florida ("Florida Law"), whereupon the separate existence of SCN shall cease and the Company shall be the surviving corporation (the "Surviving Corporation").

(b) As soon as practicable SCN and the Company will file articles of merger with the Mississippi Secretary of State and articles of merger with the Florida Department of State, and make all other filings or recordings required by Mississippi Law and Florida Law in connection with the Merger. The Merger shall become effective at such time (the "Effective Time") as the articles of merger are duly filed with the Florida Secretary of State or at such later time as is specified in the articles of merger.

(c) From and after the Effective Time, the Surviving Corporation shall possess all the rights, powers, privileges and franchises and be subject to all of the obligations, liabilities, restrictions and disabilities of SCN and the Company, all as provided under Florida Law.

Section 1.02. *Conversion of Shares.* At the Effective Time (i) all of the shares of capital stock of SCN outstanding immediately prior to the Effective Time shall be converted into 800 shares of common stock of the Surviving Corporation in the aggregate (the “**Conversion Shares**”) and (ii) all of the shares of capital stock of the Company outstanding immediately prior to the Effective Time shall automatically be canceled and retired and shall cease to exist. Immediately after the Effective Time, the Conversion Shares shall be the only outstanding shares of capital stock of the Surviving Corporation.

ARTICLE 2 THE SURVIVING CORPORATION

Section 2.01. *Articles of Incorporation.* The articles of incorporation of the Company in effect at the Effective Time shall be the articles of incorporation of the Surviving Corporation, until amended in accordance with applicable law.

Section 2.02. *Bylaws.* The bylaws of the Company in effect at the Effective Time shall be the bylaws of the Surviving Corporation until amended in accordance with applicable law.

Section 2.03. *Directors and Officers.* From and after the Effective Time, until successors are duly elected or appointed and qualified in accordance with applicable law, (i) the directors of the Company at the Effective Time shall be the directors of the Surviving Corporation and (ii) the officers of the Company at the Effective Time shall be the officers of the Surviving Corporation.

ARTICLE 3 COVENANTS

The parties hereto agree that:

Section 3.01. *Best Efforts.* Subject to the terms and conditions of this Agreement, SCN and the Company will use their best efforts to take, or cause to be taken, all actions and to do, or cause to be done, all things necessary, proper or advisable under applicable laws and regulations to consummate the transactions contemplated by this Agreement.

Section 3.02. *Further Assurances.* At and after the Effective Time, the officers and directors of the Surviving Corporation will be authorized to execute and deliver, in the name and on behalf of SCN and the Company, any deeds, bills of sale, assignments or assurances and to take and do, in the name and on behalf of SCN and the Company, any other actions and things to vest, perfect or confirm of record or otherwise in the Surviving Corporation any and all right, title and interest in, to and under any of the rights, properties or assets of SCN.

ARTICLE 4
CONDITIONS TO THE MERGER

Section 4.01. *Conditions to Obligations of Each Party.* The obligations of the parties to consummate the Merger are subject to the satisfaction of the following conditions:

- (a) this Agreement shall have been approved and adopted by the sole stockholder of SCN in accordance with Mississippi Law and by the sole stockholder of the Company in accordance with Florida Law; and
- (b) no provision of any applicable law or regulation and no judgment, injunction, order or decree shall prohibit the consummation of the Merger.

ARTICLE 5
TERMINATION

Section 5.01. *Termination.* This Agreement may be terminated and the Merger may be abandoned at any time prior to the Effective Time (notwithstanding any approval of this Agreement by the stockholders of SCN or the Company) by SCN or the Company.

ARTICLE 6
TAXES

Section 6.01. *Tax Consequences.* SCN and the Company intend for the Merger to qualify as a tax free reorganization as defined in Section 368(a)(1)(F) of the Internal Revenue Code of 1986, as amended, and the accompanying Treasury Regulations, it being the intent of the parties that the purpose of this Merger is to change the domicile of SCN from Mississippi to Florida. The parties further intend that this Agreement shall constitute a plan of reorganization as required by such regulations.


ARTICLE 7
MISCELLANEOUS

Section 7.01. *Successors and Assigns.* The provisions of this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

Section 7.02. *Governing Law.* This Agreement shall be construed in accordance with and governed by the laws of the State of Florida, without giving effect to principles of conflicts of law.

Section 7.03. *Counterparts; Effectiveness.* This Agreement may be signed in two counterparts, each of which shall be an original, with the same effect as if the signatures thereto and hereto were upon the same instrument.

Southern Care Newton, Inc.
A Mississippi corporation



Michael J. Pardy
President

Southern Care Newton, Inc.
A Florida Corporation



Michael J. Pardy
President