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**WALLACE, JORDAN, RATLIFF & BRANDT, L.L.C.**

**ATTORNEYS AND COUNSELORS**

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\* ALSO LICENSED IN MISSISSIPPI

800 SHADES CREEK PKWY  
SUITE 400  
BIRMINGHAM, AL 35209

July 7, 2005

*Via Federal Express*

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

**Re: Articles of Merger**

Dear Sir or Madam:

Please find enclosed the Articles of Merger of Southern Care Birmingham, Inc., Southern Care Hospice, Inc., Southern Care Systems, Inc. and Southern Care Newton, Inc. into M&J Investments, LLC. The corresponding Plan and Agreement of Merger and a filing fee in the amount of \$165.00 are also enclosed. Please file the Articles of Merger and return the "FILED" stamped copy to our office in the envelope provided.

*not enclosed*

Thank you in advance for your assistance with this request.

Sincerely,

  
Laura M. Jackman

LMJ/jwf

Enclosures

cc: Michael J. Pardy (w/o enc.)  
R. Dale Wallace, Jr., Esq. (w/o enc.)

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TALLAHASSEE, FLORIDA

## ARTICLES OF MERGER

### To the Secretary of State State of Florida

The following articles of merger are being submitted in accordance with section(s) 607.1109, 608.4382, and/or 620.203, Florida Statutes.

**FIRST:** Name, street address of its principal office, jurisdiction, and entity type for each merging party is as follows:

<u>Name and Street Address</u>	<u>Jurisdiction</u>	<u>Entity Type</u>
<b>Southern Care Birmingham, Inc.</b> 324 East Beach Drive, Unit 103 Panama City, Florida 32401 Florida Document No.: <u>P03000051892</u>	Florida	Corporation EIN: <u>63-1198545</u>
<b>Southern Care Hospice, Inc.</b> 324 East Beach Drive, Unit 103 Panama City, Florida 32401 Florida Document No.: <u>P03000051888</u>	Florida	Corporation EIN: <u>72-1384731</u>
<b>Southern Care Systems, Inc.</b> 324 East Beach Drive, Unit 103 Panama City, Florida 32401 Florida Document No.: <u>P98000108206</u>	Florida	Corporation EIN: <u>59-355089</u>
<b>Southern Care Newton, Inc.</b> 324 East Beach Drive, Unit 103 Panama City, Florida 32401 Florida Document No.: <u>P03000051890</u>	Florida	Corporation EIN: <u>72-1373193</u>

**SECOND:** The exact name, street address of its principal office, jurisdiction, and entity type of the surviving party is as follows:

<u>Name and Street Address</u>	<u>Jurisdiction</u>	<u>Entity Type</u>
<b>M&amp;J Investments, LLC</b> 324 Bunkers Cove Road Panama City, Florida 32401 Delaware Instrument No. <u>050480560 – 3983386 FILE</u>	Delaware	Limited Liability Company EIN: <u>20-3026425</u>

**THIRD:** The attached Plan of Merger meets the requirements of section(s) 607.1108, 608.438, 617.1103 and/or 620.201, Florida Statutes, and was approved by each domestic corporation, limited liability company, partnership and/or limited partnership that is a party to the merger in accordance with Chapter(s) 607, 617, 608, and/or 620, Florida Statutes.

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**FOURTH:** The attached Plan of Merger was approved by the other business entity(ies) that is/are party(ies) to the merger in accordance with the respective laws of all applicable jurisdictions.

**FIFTH:** The surviving entity hereby appoints the Florida Secretary of State as its agent for the substitute service of process pursuant to Chapter 48, Florida Statutes, in any proceeding to enforce any obligation or rights of any dissenting shareholders, partners, and/or members of each domestic corporation, partnership, limited partnership and/or limited liability company that is a party to the merger.

**SIXTH:** The surviving entity agrees to pay the dissenting shareholders, partners, and/or members of each domestic corporation, partnership, limited partnership and/or limited liability company that is a party to the merger the amount, if any, to which they are entitled under section(s) 607.1302, 620.205, and/or 608.4384, Florida Statutes.

**SEVENTH:** The merger is permitted under the respective laws of all applicable jurisdictions and is not prohibited by the agreement of any partnership or limited partnership or the regulations or articles of organization of any limited liability company that is a party to the merger.

**EIGHTH:** The merger shall become effective as of the later of the date of the filing of Articles of Merger with the Florida Secretary of State or the filing of the Certificate of Merger with the Delaware Secretary of State.

**NINTH:** The Articles of Merger comply and were executed in accordance with the laws of each party's applicable jurisdiction.

Executed on this 30<sup>th</sup> day of June, 2005.

**MERGING CORPORATIONS:**

**Southern Care Birmingham, Inc.,**  
a Florida corporation

By: Michael J. Pardy  
Michael J. Pardy  
Its: President

**Southern Care Hospice, Inc.,**  
a Florida corporation

By: Michael J. Pardy  
Michael J. Pardy  
Its: President

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SECTION 607.1302, 620.205, and/or 608.4384, Florida Statutes  
NAME OF STATE  
TALLAHASSEE, FLORIDA

**Southern Care Systems, Inc.,**  
a Florida corporation

By: Michael J. Pardy  
Michael J. Pardy  
Its: President

**Southern Care Newton, Inc.,**  
a Florida corporation

By: Michael J. Pardy  
Michael J. Pardy  
Its: President

**SURVIVING LLC:**

**M&J Investments, LLC,**  
a Delaware limited liability company

By: Michael J. Pardy  
Michael J. Pardy  
Its: Manager

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TALLAHASSEE, FLORIDA

## PLAN AND AGREEMENT OF MERGER

THIS PLAN AND AGREEMENT OF MERGER (the "Agreement"), is made and entered into this 30<sup>th</sup> day of June, 2005, made by and between **Southern Care Birmingham, Inc.**, a corporation organized and existing under the laws of the State of Florida, **Southern Care Hospice, Inc.**, a corporation organized and existing under the laws of the State of Florida, **Southern Care Systems, Inc.**, a corporation organized and existing under the laws of the State of Florida, **Southern Care Newton, Inc.**, a corporation organized and existing under the laws of the State of Florida (hereinafter referred to as the "Merging Corporations"), and **M&J Investments, LLC**, a limited liability company organized and existing under the laws of the State of Delaware (hereinafter referred to as the "Surviving LLC"), as follows:

### WITNESSETH:

WHEREAS, the Board of Directors or Manager of each of the parties hereto does deem it advisable, and generally for the welfare of each of the parties and their respective shareholders or members, that the Merging Corporations merge themselves into the Surviving LLC under and pursuant to the terms and conditions hereafter set forth;

NOW, THEREFORE, in consideration of the premises and the mutual covenants, agreements and provisions hereinafter contained, the parties hereto hereby agree as follows:

1. **The Merger.** Upon the terms and subject to the conditions set forth in this Agreement, and in accordance with the Florida Corporation Law (the "Florida Act") and the Delaware General Corporation Law (the "Delaware Act"), the Merging Corporations shall be merged with and into the Surviving LLC at the Effective Time (as defined in Section 2 hereof) and the Surviving LLC shall be the surviving entity resulting from the merger.

2. **Effective Time.** Subject to the provisions of this Agreement, the parties shall (a) file with the Secretary of State of the State of Florida articles of merger (the "Articles of Merger") executed in accordance with the Florida Act; (b) file with the Secretary of State of the State of Delaware a certificate of merger (the "Certificate of Merger") executed in accordance with the Delaware Act; and (c) make all other filings or records required under the Delaware Act and the Florida Act as soon as practical following the execution of this Agreement. The Merger shall become effective upon the later of the filing of the Articles of Merger with the Secretary of State of the State of Florida and the Certificate of Merger with the Secretary of State of the State of Delaware; however, for all accounting purposes, the effective date of the merger shall be at midnight on June 30, 2005 (the "Effective Time").

3. **Representations and Warranties of the Shareholder of the Merging Corporation.** The Merging Corporations represent and warrant to the Surviving LLC that the statements contained in this §3 are correct and complete.

(a) **Organization, Qualification, and Corporate Power.** Each Merging Corporation is a corporation duly organized, validly existing, and in good standing under the laws of the jurisdiction of its incorporation. Each Merging Corporation is duly authorized to conduct business and is in good standing under the laws of each jurisdiction where such qualification is required. Each Merging Corporation has

full corporate power and authority to carry on the businesses in which it is engaged and to own and use the properties owned and used by it.

(b) Capitalization. All of the issued and outstanding Merging Corporations' Shares have been duly authorized and are validly issued to Michael J. Pardy, fully paid, and nonassessable. There are no outstanding or authorized options, warrants, purchase rights, subscription rights, conversion rights, exchange rights, or other contracts or commitments that could require the Merging Corporations to issue, sell, or otherwise cause to become outstanding any of its capital stock. There are no outstanding or authorized stock appreciation, phantom stock, profit participation, or similar rights with respect to the Merging Corporation.

(c) Authorization of Transaction. The Merging Corporations each have full power and authority (including full corporate power and authority) to execute and deliver this Agreement and to perform its obligations hereunder.

(d) Noncontravention. Neither the execution and the delivery of this Agreement, nor the consummation of the transactions contemplated hereby, will (i) violate any constitution, statute, regulation, rule, injunction, judgment, order, decree, ruling, charge, or other restriction of any government, governmental agency, or court to which any Merging Corporation is subject or any provision of the charter or bylaws of any of the Merging Corporations or (ii) conflict with, result in a breach of, constitute a default under, result in the acceleration of, create in any party the right to accelerate, terminate, modify, or cancel, or require any notice under any agreement, contract, lease, license, instrument or other arrangement to which any Merging Corporation is a party or by which it is bound or to which any of its assets is subject (or result in the imposition of any Security Interest upon any of its assets). To the knowledge of any director or officer of any Merging Corporation, other than in connection with the provisions of the Delaware General Corporation Law, the Merging Corporations need to give no notice to, make no filing with, or obtain no authorization, consent, or approval of any government or governmental agency in order for the Parties to consummate the transactions contemplated by this Agreement.

(e) Financial Statements. The Merging Corporations have provided financial statements to the Surviving LLC in connection with the consideration of this Merger. The financial statements present fairly the financial condition of the Merging Corporations as of the indicated dates and the results of operations of the Merging Corporations for the indicated periods are correct and complete in all respects.

(f) Undisclosed Liabilities. The Merging Corporations have no liability (whether known or unknown, whether asserted or unasserted, whether absolute or contingent, whether accrued or unaccrued, whether liquidated or unliquidated, and whether due or to become due), including any liability for taxes, except for (i) liabilities set forth on the face of the balance sheet dated as of the Most Recent Fiscal Quarter End (rather than in any notes thereto), (ii) liabilities which have arisen after the Most Recent Fiscal Quarter End in the Ordinary Course of Business (none of which results from, arises out of, relates to, is in the nature of, or was caused by any breach of contract, breach of warranty, tort, infringement, or violation of law) or (iii) liabilities which in the aggregate would not exceed \$20,000.

(g) Disclosure. To the best knowledge and belief, none of the information provided by any Merging Corporation has contained any untrue statement of a material fact or has omitted to state a material fact necessary in order to make the statements made therein, in the light of the circumstances under which they were made, not misleading.

4. **Representations and Warranties of the Members of the Surviving LLC.** The Surviving LLC represents and warrants to the Merging Corporations that the statements contained in this §4 are correct and complete.

(a) Organization, Qualification, and Power. The Surviving LLC is a limited liability company duly organized, validly existing, and in good standing under the laws of the jurisdiction of its organization. The Surviving LLC is duly authorized to conduct business and is in good standing under the laws of each jurisdiction where such qualification is required. The Surviving LLC has full power and authority to carry on the businesses in which it is engaged and to own and use the properties owned and used by it.

(b) Capitalization. The Surviving LLC is a single-member entity with Michael J. Pardy holding 100% of said membership interest. There are no outstanding or authorized options, purchase rights or other contracts or commitments that would require the membership interest of the Surviving LLC to be altered.

(c) Authorization of Transaction. The Surviving LLC has full power and authority to execute and deliver this Agreement and to perform its obligations hereunder.

(d) Noncontravention. Neither the execution and the delivery of this Agreement, nor the consummation of the transactions contemplated hereby, will (i) violate any constitution, statute, regulation, rule, injunction, judgment, order, decree, ruling, charge, or other restriction of any government, governmental agency, or court to which the Surviving LLC is subject or any provision of the charter or operating agreement of any of the Surviving LLC or (ii) conflict with, result in a breach of, constitute a default under, result in the acceleration of, create in any party the right to accelerate, terminate, modify, or cancel, or require any notice under any agreement, contract, lease, license, instrument or other arrangement to which the Surviving LLC is a party or by which it is bound or to which any of its assets is subject (or result in the imposition of any Security Interest upon any of its assets). To the Knowledge of the Manager of the Surviving LLC, other than in connection with the provisions of the Delaware Act, the Surviving LLC needs to give no notice to, make no filing with, or obtain no authorization, consent, or approval of any government or governmental agency in order for the Parties to consummate the transactions contemplated by this Agreement.

(e) Financial Statements. The Surviving LLC has provided financial statements to the Merging Corporations in connection with the consideration of this Merger. The financial statements present fairly the financial condition of the Surviving LLC as of the indicated dates and the results of operations of the Surviving LLC for the indicated periods are correct and complete in all respects.

(f) Undisclosed Liabilities. The Surviving LLC has no liability (whether known or unknown, whether asserted or unasserted, whether absolute or contingent, whether accrued or unaccrued, whether liquidated or unliquidated, and whether due or to become due), including any liability for taxes, except for (i) liabilities set forth on the face of the balance sheet dated as of the Most Recent Fiscal Quarter End (rather than in any notes thereto), (ii) liabilities which have arisen after the Most Recent Fiscal Quarter End in the Ordinary Course of Business (none of which results from, arises out of, relates to, is in the nature of, or was caused by any breach of contract, breach of warranty, tort, infringement, or violation of law) or (iii) liabilities which in the aggregate would not exceed \$20,000.



(g) Disclosure. To the best knowledge and belief, none of the information provided by the Surviving LLC has contained any untrue statement of a material fact or has omitted to state a material fact necessary in order to make the statements made therein, in the light of the circumstances under which they were made, not misleading.

5. Effect of Merger. Upon the Effective Time, the separate existence of the Merging Corporations shall cease and the Merging Corporations shall be merged into the Surviving LLC, which shall possess all the rights, privileges, powers and franchises, and be subject to all of the restrictions, liabilities and duties of each of the corporation parties to this Agreement, and all and singular, the rights, privileges, powers and franchises of each of the corporations, and all property, real, personal and mixed, and all debts due to each of the corporations shall be vested in the Surviving LLC; and all property, rights and privileges, powers and franchises, and all and every other interest shall thereafter be as effectively the property of the Surviving LLC as they were of the respective constituent corporations, and the title to any real estate, whether by deed or otherwise, vested in any of the corporations parties hereto, shall not revert or be in any way impaired by reason of this merger, provided that all the rights of creditors and all liens upon the property of any of the parties hereto shall be preserved unimpaired, and all debts, liabilities and duties of the Merging Corporations shall attach to the Surviving LLC and may be enforced against it to the same extent as if the debts, liabilities and duties had been incurred or contracted by it.

6. Transfer of Property. If, at any time, the Surviving LLC shall consider or be advised that any further actions are necessary or desirable to vest in the Surviving LLC, according to the terms hereof, the title to any property or rights of the Merging Corporations, the Manager of the Surviving LLC shall and will execute and make all such proper assignments and assurances, and do all things necessary or proper to vest title in such property or rights in the Surviving LLC, and otherwise to carry out the purposes of this Agreement.

7. Change of Name and Amendment to Certificate of Formation of Surviving LLC. The Certificate of Formation of the Surviving LLC upon the effective date of this merger shall continue to be the Certificate of Formation heretofore filed by the Surviving LLC.

8. Operating Agreement. Until altered, amended or repealed, as therein provided, the Operating Agreement of the Surviving LLC in effect at the Effective Time, shall continue to be the Operating Agreement of the Surviving LLC.

9. Manager. The Manager of the Surviving LLC at the Effective Time shall be Michael J. Pardy whose address is 324 Bunkers Cove Road, Panama City, Florida 32401.

10. Principal Office. The principal office of the Surviving LLC shall be 324 Bunkers Cove Road, Panama City, Florida 32401.

11. Expenses. The Surviving LLC shall pay all the expenses of carrying this Agreement into effect and of accomplishing the merger.

12. Governing Law. The Surviving LLC shall be governed by the laws of the State of Delaware.

13. **Conversion of Shares.** The manner of converting the outstanding capital shares of the Merging Corporations into the shares or securities of the Surviving LLC shall be as follows:

13.1 As of the date of this Agreement, Michael J. Pardy owns a one hundred percent (100%) membership interest in the Surviving LLC and one hundred percent (100%) of the outstanding stock in each of the Merging Corporations.

13.2 Upon the Effective Time, all of the shares of common capital stock of the Merging Corporations shall be cancelled and Michael J. Pardy shall continue to hold a one hundred percent (100%) membership interest in the Surviving LLC.

14. **Termination.** This Agreement may be terminated by the Board of Directors or Manager of any party hereto at any time prior to the filing of the Articles of Merger.

IN WITNESS WHEREOF, the parties to this Plan and Agreement of Merger, pursuant to the authority duly given by the respective Boards of Directors or Manager, have caused these presents to be executed on this 30<sup>th</sup> day of June, 2005.

**MERGING CORPORATIONS:**

**Southern Care Birmingham, Inc.,**  
a Florida corporation

By: Michael J. Pardy  
Michael J. Pardy  
Its: President

**Southern Care Hospice, Inc.,**  
a Florida corporation

By: Michael J. Pardy  
Michael J. Pardy  
Its: President

**Southern Care Systems, Inc.,**  
a Florida corporation

By: Michael J. Pardy  
Michael J. Pardy  
Its: President

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TALLAHASSEE, FLORIDA

**Southern Care Newton, Inc.,**  
a Florida corporation

By: Michael J. Pardy  
Michael J. Pardy  
Its: President

**SURVIVING LLC:**

**M&J Investments, LLC,**  
a Delaware limited liability company

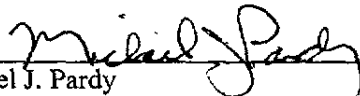
By: Michael J. Pardy  
Michael J. Pardy  
Its: Manager

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TALLAHASSEE, FLORIDA

WRITTEN CONSENT OF  
SURVIVING ENTITY

I, Michael J. Pardy, as the sole member and Manager of M&J Investments, LLC, a limited liability company organized and existing under the laws of the State of Delaware, hereby approve and adopt the Plan and Agreement of Merger to which this consent is attached.

WITNESS, my hand on this 30<sup>th</sup> day of June, 2005.

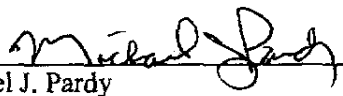
  
\_\_\_\_\_  
Michael J. Pardy  
Manager

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TALLAHASSEE, FLORIDA

WRITTEN CONSENT OF  
MERGING CORPORATION

I, Michael J. Pardy, the sole director and shareholder, holding one hundred percent (100%) of the stock of Southern Care Birmingham, Inc., a corporation organized under the laws of the State of Florida, the same being all of the shares issued and outstanding entitled to vote thereon, hereby approve and adopt the Plan and Agreement of Merger to which this consent is attached.

WITNESS, my hand on this 30<sup>th</sup> day of June, 2005.

  
\_\_\_\_\_  
Michael J. Pardy  
Sole Shareholder and Director

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WRITTEN CONSENT OF  
MERGING CORPORATION

I, Michael J. Pardy, the sole director and shareholder, holding one hundred percent (100%) of the stock of Southern Care Hospice, Inc., a corporation organized under the laws of the State of Florida, the same being all of the shares issued and outstanding entitled to vote thereon, hereby approve and adopt the Plan and Agreement of Merger to which this consent is attached.

WITNESS, my hand on this 30<sup>th</sup> day of June, 2005.

  
\_\_\_\_\_  
Michael J. Pardy  
Sole Shareholder and Director

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TALLAHASSEE, FLORIDA

WRITTEN CONSENT OF  
MERGING CORPORATION

I, Michael J. Pardy, the sole director and shareholder, holding one hundred percent (100%) of the stock of Southern Care Systems, Inc., a corporation organized under the laws of the State of Florida, the same being all of the shares issued and outstanding entitled to vote thereon, hereby approve and adopt the Plan and Agreement of Merger to which this consent is attached.

WITNESS, my hand on this 30<sup>th</sup> day of June, 2005.

  
\_\_\_\_\_  
Michael J. Pardy  
Sole Shareholder and Director

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TALLAHASSEE, FLORIDA

WRITTEN CONSENT OF  
MERGING CORPORATION

I, Michael J. Pardy, the sole director and shareholder, holding one hundred percent (100%) of the stock of Southern Care Newton, Inc., a corporation organized under the laws of the State of Florida, the same being all of the shares issued and outstanding entitled to vote thereon, hereby approve and adopt the Plan and Agreement of Merger to which this consent is attached.

WITNESS, my hand on this 30<sup>th</sup> day of June, 2005.

  
\_\_\_\_\_  
Michael J. Pardy  
Sole Shareholder and Director

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