

P94000005679



ACCOUNT NO. : 072100000032

REFERENCE : 930184

AUTHORIZATION :

COST LIMIT : \$ 78.75

FILED
00 DEC 13 PM 4:14
SECRETARY OF STATE
TALLAHASSEE, FLORIDA
Patricia

ORDER DATE : December 13, 2000

ORDER TIME : 12:39 PM

100003500251--7

ORDER NO. : 930184-005

CUSTOMER NO: 5674A

CUSTOMER: Robert C. Burke, Jr., Esq
Kimpton Burke & White
Suite 100
28059 U.S. Highway 19, North
Clearwater, FL 33761

ARTICLES OF MERGER

SPA MANAGEMENT, INC.

INTO

TOTAL WOMENS REHAB, INC.

PLEASE RETURN THE FOLLOWING AS PROOF OF FILING:

XX CERTIFIED COPY
PLAIN STAMPED COPY

CONTACT PERSON: Janna Wilson

EXAMINER'S INITIALS:

G. COULLIETTE DEC 14 2000

ARTICLES OF MERGER
Merger Sheet

MERGING:

SPA MANAGEMENT, INC., a Florida corporation, S77855

INTO

TOTAL WOMENS REHAB INC., a Florida entity, P94000005679

File date: December 13, 2000

Corporate Specialist: Cheryl Coulliette

Account number: 072100000032

Amount charged: 78.75

**ARTICLES OF MERGER
(Parent into Subsidiary)
OF
SPA MANAGEMENT, INC.,
a Florida corporation,
INTO
TOTAL WOMENS REHAB, INC.,
a Florida corporation**

**FILED
00 DEC 13 PM 4: 25
SECRETARY OF STATE
TALLAHASSEE, FLORIDA**

Pursuant to the provisions of the General and Business Corporation laws of the State of Florida, the undersigned corporations adopt the following Articles of Merger for the purpose of merging **SPA MANAGEMENT, INC.** into **TOTAL WOMENS REHAB, INC.**

1. The following Agreement of Merger was approved by the shareholders of each of the undersigned corporations in the manner prescribed by Florida law:

Such Agreement of Merger is attached hereto and incorporated herein by reference.

2. The dates of adoption of the Agreement of Merger by the shareholders were:

Name of Corporation	Date
Spa Management, Inc.	January 1, 2000
Total Womens Rehab, Inc.	January 1, 2000

3. As to each of the undersigned corporations, the number of share outstanding, and the designation and number of outstanding shares of each class entitled to vote as a class on such Agreement, are as follows:


Name	No. Shares Outstanding	Entitled to Vote as a Class	
		Designation of Class	No. Of Shares
Spa Management, Inc.	100	common	100
Total Womens Rehab, Inc.	500	common	500

4. As to each of the undersigned corporations, the total number of shares voted for and against such Agreement, respectively, and, as to each class entitled to vote thereon as a class, the number of shares of such class voted for and against such Agreement, respectively are as follows:


Name	Total Voted For	Total Voted Against	Number of Shares Entitled to Vote as a Class		
			Class	Voted For	Voted Against
Spa Management, Inc.	100%	0	common	100%	0
Total Womens Rehab, Inc.	100%	0	common	100%	0

Dated: 12/12, 2000

SPA MANAGEMENT, INC.


By: 
Dan Baitcher, President

Attest:



Dan Baitcher, Secretary

(Corporate Seal)

TOTAL WOMENS REHAB, INC.

By: 
Dan Baitcher, President

Attest:


Dan Baitcher, Secretary

(Corporate Seal)

STATE OF FLORIDA)
COUNTY OF PINELLAS)

Before me, the undersigned authority, personally appeared Dan Baitcher as President and Secretary of **SPA MANAGEMENT, INC.**, a Florida corporation, on behalf of the corporation. He is to me well known to be the person described in and who subscribed the above Articles of Merger, and he did freely and voluntarily acknowledge before me according to law that he made and subscribed the same for the use and purposes therein mentioned and set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and my seal at Clearwater, in said County and State this 12th day of December, 2000.



Carla Guidry
MY COMMISSION # CC765268 EXPIRES
September 3, 2002
BONDED THRU TROY FAIR INSURANCE, INC.

Carla Guidry
Notary Public, State of Florida
Name: _____
Serial Number: _____
Commission Expires: _____

STATE OF FLORIDA)
COUNTY OF PINELLAS)

Before me, the undersigned authority, personally appeared Dan Baitcher as President and Secretary of **TOTAL WOMENS REHAB, INC.**, a Florida corporation, on behalf of the corporation. He is to me well known to be the person described in and who subscribed the above Articles of Merger, and he did freely and voluntarily acknowledge before me according to law that he made and subscribed the same for the use and purposes therein mentioned and set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and my seal at Clearwater, in said County and State this 12th day of December, 2000.



Carla Guidry
MY COMMISSION # CC765268 EXPIRES
September 3, 2002
BONDED THRU TROY FAIR INSURANCE, INC.

Carla Guidry
Notary Public, State of Florida
Name: _____
Serial Number: _____
Commission Expires: _____

AGREEMENT OF MERGER
(Parent into Subsidiary)

This Agreement of Merger (Parent into Subsidiary) dated this 12th day of December, 2000, but effective for accounting purposes the 1st day of January, 2000, pursuant to Florida Chapter 607.1104 of the general corporation laws of the State of Florida, between **SPA MANAGEMENT, INC.**, a Florida corporation, constituting the parent corporation respectively, hereinafter referred to as the "Acquired Corporation" and **TOTAL WOMENS REHAB, INC.**, a Florida corporation, constituting the subsidiary corporation respectively, hereinafter referred to as the "Surviving Corporation".

W I T N E S S E T H:

WHEREAS, the two constituent corporations are respectively parent and wholly owned subsidiary in respect of each other, the parent corporation owning one hundred (100%) percent of the issued and outstanding voting common stock of the subsidiary corporation; and

WHEREAS, the two constituent corporations desire to enter into this Agreement of Merger for the purpose of merging the parent corporation as the Acquired Corporation into the subsidiary corporation as the Surviving Corporation, otherwise known between the parties as a downstream merger of parent into subsidiary, which pursuant to the Internal Revenue Code and revenue rulings interpreting same, is treated as an "A" reorganization under Section 368 of the Internal Revenue Code as amended, constituting a tax-free reorganization; and

WHEREAS, the Acquired Corporation, by its Certificate of Incorporation which was filed in the offices of the Secretary of State, State of Florida, on the 30th day of August, 1991, has an authorized capital stock consisting of one hundred (100) shares of common stock having a par value of \$5 per share, and of which one hundred (100) shares of such common stock are now issued and outstanding; and

WHEREAS, the Surviving Corporation by its Certificate of Incorporation which was filed in the offices of the Secretary of State, State of Florida, on the 14th day of January, 1994, has an authorized capital stock consisting of one thousand (1,000) shares of common stock having no par value per share, and of which five hundred (500) shares of such common stock are now issued and outstanding; and

WHEREAS, the registered office of the Acquired Corporation, in the State of Florida, is located at 410 Park Place Boulevard, Clearwater, Florida 33759, and the name of the registered agent at such address is Dan Baitcher; and

WHEREAS, the registered office of the Surviving Corporation, in the State of Florida, is located at 410 Park Place Boulevard, Clearwater, Florida 33759, and the name of the registered agent at such address is Dan Baitcher.

NOW, THEREFORE, the corporations, parties to this Agreement in consideration of mutual covenants, agreements and provisions hereinafter contained, do hereby prescribe the terms and conditions of said merger and mode of carrying the same into effect as follows:

1. The Acquired Corporation as parent hereby downstream merges itself into the Surviving Corporation, previously the wholly owned subsidiary of the Acquired Corporation, constituting a downstream merger, constituting an "A" reorganization under the Internal Revenue Code as amended and revenue rulings interpreting same, with both parties further agreeing to do any and all other things necessary to effectuate such "A" reorganization as being a tax-free reorganization, inclusive of but not limited to further amendment to this Agreement or the actual Articles of Merger resulting herefrom.

2. The Articles of Incorporation of the Surviving Corporation, as heretofore amended, which is in effect on the date of the merger provided for in this Agreement, shall continue in full force and effect as the Articles of Incorporation of the Surviving Corporation.

3. The Bylaws of the Surviving Corporation, as heretofore amended, which are in effect on the date of the merger provided for in this Agreement, shall continue in full force and effect as the Bylaws of the Surviving Corporation.

4. The manner of converting the outstanding shares of the Acquired Corporation into the shares of the Surviving Corporation shall be as follows:

(a) Each share of the common stock of the Acquired Corporation, presently issued and outstanding shall be retired and no shares of common stock or other securities of the Acquired Corporation shall be used in respect thereof or in exchange thereof.

(b) Each share of the common stock of the Acquired Corporation, which shall be outstanding on the effective date of this merger, and all rights in respect thereof, shall forthwith be changed and converted into one (1) share of the common stock of the Surviving Corporation.

(c) After the effective date of this Agreement of Merger, each holder of an outstanding certificate representing shares of the common stock of the Acquired Corporation shall surrender the same to the Surviving Corporation, and each such holder shall be entitled upon surrender to receive the number of shares of common stock of the Surviving Corporation, on the basis set out above. Until so surrendered, the outstanding shares of the common stock of the Acquired Corporation, to be converted into the stock of the Surviving Corporation, as provided herein, may be treated by the Surviving Corporation, for all purposes as evidencing the ownership

of shares of the Surviving Corporation as though said surrender and exchange had taken place, all subject to the terms and conditions of the Stock Restriction Agreement, if any.

(d) Each share of the common stock of the Surviving Corporation, heretofore constituting the wholly owned subsidiary of the Acquired Corporation as parent thereof, shall be deemed retired, such shares as owned by the Acquired Corporation constituting an asset of the Acquired Corporation which pursuant to this merger is transferred to the Surviving Corporation, ceasing to be outstanding, thereby resulting in the common stock of the Surviving Corporation as exchanged for the common stock of the Acquired Corporation being the only outstanding shares of the Surviving Corporation after the merger.

5. The directors and officers of the Surviving Corporation shall continue in office until the next annual meeting of shareholders and until their successors shall have been elected and qualified.

6. The merger shall become effective upon filing with the Secretary of State of the State of Florida. For accounting purposes, the effective date of the merger shall be the 1st day of January, 2000.

Entries shall be made upon the books of the Acquired Corporation and the Surviving Corporation as follows:

(a) The assets and liabilities of the Acquired Corporation are to be transferred to and assumed by the Surviving Corporation and shall be recorded at the amounts at which they are carried on the books of the Acquired Corporation immediately prior to the effective date of Merger, with appropriate adjustments to reflect a retirement of the stock of the Acquired Corporation.

(b) There shall be credited to the capital account the aggregate amount of the par value per share of all of the common stock of the Surviving Corporation resulting from the conversion of the outstanding common stock of the Acquired Corporation.

Entries shall further be made to the capital accounts in respect of the common stock of the Surviving Corporation as thentofore owned by the Acquired Corporation as parent of the Surviving Corporation as subsidiary, retiring same, with the only remaining outstanding shares of the common stock of the Surviving Corporation being owned by the shareholders of the Acquired Corporation vis-a-vis change and conversion thereof pursuant to paragraph 4(b) hereinabove.

7. Upon the earlier of the merger becoming effective, or the effective date for accounting purposes, all property and assets of the Acquired Corporation of every kind and description shall be transferred to and invested in the Surviving Corporation without further act or deed, and said assets and property shall be effectively the property of the Surviving Corporation, as they were of the Acquired Corporation, and the Surviving Corporation, respectively. The Acquired Corporation agrees from time to time, and when requested by the Surviving Corporation, or by its successor or

assigns, to execute and deliver or cause to be executed and delivered all such deeds and other instruments and take or cause to be taken such further or other actions as the Surviving Corporation may deem necessary or desirable in order to vest in and conform to the Surviving Corporation title to and possession of any property of the Acquired Corporation, acquired or to be acquired by reason of or as a result of the merger, and otherwise to carry out the intent and purpose hereof and the proper officers and directors of the Surviving Corporation, and further the Acquired Corporation, are fully authorized in the names of their respective corporations to take any and all such actions.

8. The Acquired Corporation hereby agrees that it may be served with process in the State of Florida, and any proceedings for the enforcement of any obligation of the Acquired Corporation, and in any proceedings for the enforcement of the rights of a dissenting shareholder of the Acquired Corporation, and irrevocably appoints the Secretary of State of Florida, as its agent to accept service of process in any such proceedings.


9. The Surviving Corporation shall assume all of the liabilities of the Acquired Corporation.

10. All shareholders of the Acquired Corporation, being the parent corporation of the Surviving Corporation, its subsidiary, have received a copy or summary of the Agreement of Merger or in the alternative do hereby waive the mailing requirements by their signature hereinbelow.

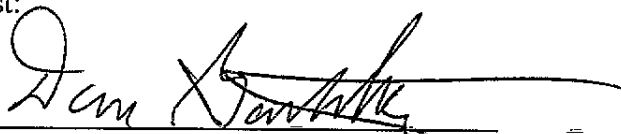
11. There are no shareholders of the Surviving Corporation as subsidiary of the parent Acquired Corporation other than the Acquired Corporation as parent (the Surviving Corporation is a 100% wholly owned subsidiary of the Acquired Corporation as parent). Therefore the provisions of Florida Statute 607.1104(1)(b)4, 607.1104(3) would not be applicable.

IN WITNESS WHEREOF, the parties to this Agreement of Merger, pursuant to the approval and authority duly given by resolutions adopted by their respective board of directors and shareholders, have caused these presents to be executed by the President and Attested by the Secretary of each party hereto.

Surviving Corporation
TOTAL WOMENS REHAB, INC.

By: 
Dan Baitcher, President

Attest:


Dan Baitcher, Secretary

(Corporate Seal)

Acquired Corporation
SPA MANAGEMENT, INC.

By: *Dan Baitcher*
Dan Baitcher, President

Attest:

Dan Baitcher
Dan Baitcher, Secretary

(Corporate Seal)

Witnesses:

RC B...
Carla Guidry

Dan Baitcher
DAN BAITCHER, 100% Shareholder of
Spa Management, Inc.

STATE OF FLORIDA)
COUNTY OF PINELLAS)

BEFORE ME, personally appeared Dan Baitcher to me well known, and known to me to be the individual described in and who executed the foregoing instrument as President and Secretary of TOTAL WOMENS REHAB, INC., a Florida corporation, and further before me personally appeared Dan Baitcher to me well known, and known to me to be the individual described in and who executed the foregoing instrument as President and Secretary of SPA MANAGEMENT, INC., a Florida corporation, and severally acknowledged to and before me that he executed such instrument as such President and Secretary, respectively, of said corporations, and that the seals affixed to the foregoing instrument are the corporate seals of said corporations, and they were affixed to said instrument by due and regular corporate authority, and that said instrument is the free act and deed of said corporations.

WITNESS My hand and seal this 12th day of December, 2000.



Carla Guidry
MY COMMISSION # CC765268 EXPIRES
September 3, 2002
BONDED THRU TROY FAIN INSURANCE, INC.

Carla Guidry
Notary Public, State of Florida
Name: _____
Commission No: _____
Commission Expires: _____

STATE OF FLORIDA
COUNTY OF PINELLAS

The foregoing instrument was acknowledged before me this 12th day of December, 2000,
by **DAN BAITCHER** who is (X) personally known to me or who has () produced a Florida
driver's license as identification.



Carla Guidry
MY COMMISSION # CC765268 EXPIRES
September 3, 2002
BONDED THRU TROY FAIR INSURANCE, INC.

Carla Guidry

Notary Public, State of Florida

Name: _____

Serial No: _____

Commission Expires: _____