



**NATIONAL
CORPORATE
RESEARCH, LTD.**

34 Executive Park
(714) 477-9540

Suite 110
(888) 600-9540

Irvine, California 92614
Fax (714) 477-9545

October 6, 1997

Via Federal Express

Secretary of State
Division of Corporations
409 East Gaines Street
Tallahassee, FL 32399

100002314041--0
-10/07/97--01056--004
*****70.00 *****70.00

Re: Articles of Merger
Sterling Real Property Melbourne, Inc and
Sterling Medical Group of Michigan, Inc.

Dear Sir or Madam:

Enclosed herewith please find an original and a copy of the Articles of Merger for the above referenced corporation, along with a check made payable to the Secretary of State in the amount of \$70.00 for the filing

Please file the articles and conform the copy. Please send the evidence of this filing back via federal express (envelope and label included) to the following address:

Tom Totaro
National Corporate Research
34 Executive Park
Suite 110
Irvine, CA 92614

If you should have any questions or comments please do not hesitate to contact us. (888) 600-9540 Thank you.

Very truly yours,

Tricia Yawata
Tricia Yawata
Corporate Specialist

OK
P940000
SWR
7P8

APPROVED
AND
FILED
97 OCT -7 AM 10:53
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

ARTICLES OF MERGER
Merger Sheet

MERGING: -----

STERLING REAL PROPERTY MELBOURNE, INC., a Florida corporation,
P94000061122.

INTO

STERLING MEDICAL GROUP OF MICHIGAN, INC., a Florida corporation,
P94000064224.

File date: October 7, 1997

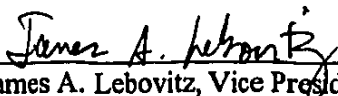
Corporate Specialist: Carol Mustain

**ARTICLES OF MERGER
OF
STERLING REAL PROPERTY MELBOURNE, INC.
AND
STERLING MEDICAL GROUP OF MICHIGAN, INC.
Florida corporations**

Pursuant to the provisions of Sections 607.1105 and 607.1107 of the Florida Business Corporation Act (the "Act"), the undersigned corporations adopt the following articles of merger as of October 1, 1997, for the purpose of effecting a merger in accordance with the applicable provisions of the Act.

1. An Agreement and Plan of Merger (the "Merger Agreement") by and between Sterling Real Property Melbourne, Inc., a Florida corporation (the "Disappearing Corporation"), and Sterling Medical Group of Michigan, Inc., a Florida corporation ("Michigan"), dated as of October 1, 1997, provides for the merger (the "Merger") of the Disappearing Corporation with and into Michigan, with Michigan surviving the Merger, all as set forth more particularly in the Merger Agreement attached hereto.
2. The effective date and time of the Merger shall be the date and time these articles of merger are filed with the Secretary of State of the State of Florida.
3. The Board of Directors and the shareholders of the Disappearing Corporation and of Michigan adopted the Merger Agreement on October 2, 1997.

Sterling Real Property Melbourne, Inc.
Sterling Medical Group of Michigan, Inc.


James A. Lebovitz, Vice President and
Secretary

SECRETARY OF STATE
TALLAHASSEE, FLORIDA

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APPROVED
AND
FILED

AGREEMENT AND PLAN OF MERGER

This Agreement and Plan of Merger (the "Merger Agreement"), dated as of October 1, 1997, is made and entered into by and between Sterling Real Property Melbourne, Inc., a Florida corporation (the "Disappearing Corporation"), and Sterling Medical Group of Michigan, Inc., a Florida corporation ("Michigan") (individually, a "Corporation" and collectively, the "Corporations").

WITNESSETH:

WHEREAS, the respective Boards of Directors of the Corporations deem it advisable and in the best interests of such Corporations and their respective shareholders that the Disappearing Corporation merge with and into Michigan as the surviving corporation (the "Merger");

WHEREAS, the respective Boards of Directors of the Corporations have duly approved the Merger Agreement providing for the Merger as authorized by the Florida Business Corporation Act ("FBCA"); and

WHEREAS, the Corporations are wholly owned subsidiaries of Sterling Healthcare Group, Inc.

NOW, THEREFORE, in consideration of the promises and the mutual covenants and agreements herein contained and for the purpose of setting forth the terms and conditions of such Merger and such other details and provisions as are deemed necessary or proper, the parties hereto have agreed and do hereby agree, subject to the conditions hereinafter set forth, as follows:

Article 1 The Corporations

1.1 The Disappearing Corporation is a corporation duly organized and existing under the laws of the State of Florida, having an authorized capital of 1,000 shares, of which 100 shares are issued and outstanding as of the date hereof.

1.2 Michigan is a corporation duly organized and existing under the laws of the State of Florida, having an authorized capital of 1,000 shares, of which 100 shares are issued and outstanding as of the date hereof.

Article 2
Terms and Conditions of Merger

2.1 The Merger shall become effective as of the date and time (the "Effective Time") that the Secretary of State of the State of Florida has accepted for filing the properly executed Articles of Merger of the Corporations and has issued a certificate of merger.

2.3 At the Effective Time:

(a) The Disappearing Corporation shall be merged with and into Michigan and Michigan shall be and is designated herein as the "Surviving Corporation."

(b) The separate corporate existence of the Disappearing Corporation shall cease and the Surviving Corporation shall thereafter cause to be filed in the jurisdiction of incorporation and other jurisdictions in which the Disappearing Corporation is qualified to do business such documents and instruments as are necessary or desirable to evidence such fact.

(c) The separate corporate existence of the Surviving Corporation, with all of its purposes, objects, rights, privileges, powers, immunities and franchises, shall continue unaffected and unimpaired by the Merger.

(d) The Surviving Corporation shall thereupon and thereafter possess all the rights, privileges, power and franchises, whether public or private in nature, of the Disappearing Corporation and be subject to all the restrictions, disabilities and duties of the Disappearing Corporation; and all and singular, the rights, privileges, powers and franchises of the Disappearing Corporation, and all property, real, personal and mixed, and all debts due to the Disappearing Corporation on whatever account, as well as all other things in action of or belonging to the Disappearing Corporation, shall be vested in the Surviving Corporation; and all property, rights, privileges, powers and franchises and all and every other interest shall be thereafter effectually be the property of the Surviving Corporation to the same extent they were property of the Disappearing Corporation, and the title to any real estate vested by deed or otherwise, under the laws of the State of Florida, in the Disappearing Corporation, shall not revert or be in any way impaired by reason of the FBCA; but all rights of creditors and all liens upon any property of the Disappearing Corporation shall be preserved unimpaired, and all debts, liabilities and duties of the Disappearing Corporation shall thence forth attach to the Surviving Corporation, and may be enforced against it to the same extent as if said debts, liabilities and duties had been incurred or contracted by it.

2.3 If at any time the Surviving Corporation shall deem or be advised that any further grants, assignments, confirmations or assurances are necessary or desirable to

vest, perfect or confirm, of record or otherwise, in the Surviving Corporation (or any successor or assign thereof) the title to any property of the Disappearing Corporation acquired or to be acquired by or as a result of the Merger, the officers or any of them and directors of such Disappearing Corporation shall execute and deliver any and all such deeds, assignments, confirmations and assurances and do all things necessary or proper so as to best prove, confirm and ratify title to such property in the Surviving Corporation and otherwise carry out the purposes of the Merger and terms of the Merger Agreement.

Article 3

Treatment of the Shares of the Corporations

3.1 The issued and outstanding capital shares of the Disappearing Corporation shall not be converted in any manner, nor shall any cash or other consideration be paid or delivered therefor, but each such capital share which is issued and outstanding as of the Effective Time shall be surrendered and extinguished.

Article 4

Conditions of Closing

4.1 The consummation of the Merger is subject to the approval of the principal terms of the Merger Agreement and the Merger contemplated hereby by the shareholders of each Corporation.

Article 5

General

5.1 At any time prior to the Effective Time, the Merger Agreement may be terminated by written instrument signed by the parties hereto.

5.2 For the convenience of the parties, any number of counterparts of the Merger Agreement may be executed, and each such counterpart shall be deemed to be an original instrument and all such counterparts together shall be considered one instrument.

5.3 The Merger Agreement cannot be altered or amended except pursuant to an instrument in writing signed on behalf of the parties hereto.

5.4 The Merger Agreement shall be binding upon the parties hereto and upon their respective successors and assigns.

5.5 The Merger Agreement shall be governed by and construed in accordance with the laws of the State of Florida, without giving effect to the conflicts of laws principles thereof.

IN WITNESS WHEREOF, each corporation has caused the Merger Agreement to be executed, all as of the date first above written.

Sterling Real Property Melbourne, Inc.
Sterling Medical Group of Michigan, Inc.

James A. Lebovitz
James A. Lebovitz, Vice President and
Secretary

Merger.FL16