

P95000039087

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STATE
TALLAHASSEE, FLORIDA

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STATE
TALLAHASSEE, FLORIDA

X00789, 00624, 00672

ARTICLES OF MERGER
Merger Sheet

MERGING:

SOUTHERN HOSPICE CARE, INC., a Florida corp. P95000039087
,

INTO

SOUTHERNCARE, INC., a Delaware entity not qualified in Florida.

File date: February 21, 2003

Corporate Specialist: Annette Ramsey



FLORIDA DEPARTMENT OF STATE
Ken Detzner
Secretary of State

February 21, 2003

CT Corporation System
660 East Jefferson St.
Tallahassee, FL 32301

SUBJECT: SOUTHERN HOSPICE CARE, INC.
Ref. Number: P95000039087

We have received your document for SOUTHERN HOSPICE CARE, INC. and your check(s) totaling \$70.00. However, the enclosed document has not been filed and is being returned for the following correction(s):

The document must have original signatures.

If you have any questions concerning the filing of your document, please call (850) 245-6907.

Annette Ramsey
Document Specialist

Letter Number: 103A00011685

CT CORPORATION

February 21, 2003

Secretary of State, Florida
409 East Gaines Street
Tallahassee FL 32399

Re: Order #: 5793670 SO
Customer Reference 1: 14029/304
Customer Reference 2:

Dear Secretary of State, Florida:

Please file the attached:

~~Re~~ Southern Hospice Care, Inc. (FL)
Merger (Discontinuing Company)
Florida

Enclosed please find a check for the requisite fees. Please return evidence of filing(s) to my attention.

If for any reason the enclosed cannot be filed upon receipt, please contact me immediately at (850) 222-1092. Thank you very much for your help.

Sincerely,

Ashley A Mitchell
Fulfillment Specialist
Ashley_Mitchell@cch-lis.com

660 East Jefferson Street
Tallahassee, FL 32301
Tel. 850 222 1092
Fax 850 222 7615

ARTICLES OF MERGER
OF
SOUTHERN HOSPICE CARE, INC.
AND
SOUTHERNCARE, INC.

FILED
03 FEB 21 PM 4: 45
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. Annexed hereto and made a part hereof is the Agreement and Plan of Merger relating to the merger of Southern Hospice Care, Inc. with and into SouthernCare, Inc.

2. The stockholders of Southern Hospice Care, Inc. entitled to vote on the Agreement and Plan of Merger approved and adopted the Agreement and Plan of Merger by written consent given on February 20, 2003 in accordance with the provisions of Sections 607.0704, 607.1103 and 607.1107 of the Florida Business Corporation Act.

3. The merger of Southern Hospice Care, Inc. with and into SouthernCare, Inc. is permitted by the laws of the State of Delaware and has been authorized in compliance with said laws. The date of approval and adoption of the Agreement and Plan of Merger by the stockholders of SouthernCare, Inc. was February 20, 2003.

4. The effective date of the merger herein provided for in the State of Florida shall be February 21, 2003.

Executed this 21 day of February, 2003.

SOUTHERN HOSPICE CARE, INC.

By: Michael R. Ruddy
Name: Michael R. Ruddy
Title: President

SOUTHERNCARE, INC.

By: _____
Name: Karen H. Bechtel
Title: Vice President

Executed this 21 day of February, 2003.

SOUTHERN HOSPICE CARE, INC.

By: _____

Name: Michael Pardy
Title: President

SOUTHERNCARE, INC.

By: _____

Name: Karen H. Bechtel
Title: Vice President

AGREEMENT AND PLAN OF MERGER

AGREEMENT AND PLAN OF MERGER dated as of February 20, 2003 between Southern Hospice Care, Inc., a Florida corporation ("**SHC**"), and SouthernCare, Inc., a Delaware corporation (the "**Company**").

WHEREAS, SHC, SouthernCare Systems, Inc., Southern Care Hospice, Inc., Southern Care Birmingham, Inc., Southern Care Newton, Inc., Michael Pardy, Guy Hoagland, Melissa Hoagland, SouthernCare Holdings, Inc. and SouthernCare Carry, LLC are parties to a Transaction Agreement dated as of December 20, 2002 (the "**Transaction Agreement**"; capitalized terms used but not defined herein shall have the meanings set forth in the Transaction Agreement); and

WHEREAS, pursuant to Section 5.04 of the Transaction Agreement, it is proposed that, at the Closing (immediately after the acquisition of the Company Shares by Holdings), SHC merge with and into the Company, with the Company being the surviving corporation.

The parties hereto agree as follows:

ARTICLE 1 THE MERGER

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

(b) As soon as practicable after satisfaction or, to the extent permitted hereunder, waiver of all conditions to the Merger, SHC and the Company will file a certificate of merger with the Delaware Secretary of State and articles of merger with the Florida Department of State, and make all other filings or recordings required by Delaware Law and Florida Law in connection with the Merger. The Merger shall become effective at such time (the "**Effective Time**") as the certificate of merger is duly filed with the Delaware Secretary of State or at such later time as is specified in the certificate 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 SHC and the Company, all as provided under Delaware Law.

Section 1.02. *Conversion of Shares.* At the Effective Time (i) all of the shares of capital stock of SHC outstanding immediately prior to the Effective Time shall be converted into 1,000 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. *Certificate of Incorporation.* The certificate of incorporation of the Company in effect at the Effective Time shall be the certificate 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, SHC 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 SHC and the Company, any deeds, bills of sale, assignments or assurances and to take and do, in the name and on behalf of SHC 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 SHC acquired or

to be acquired by the Surviving Corporation as a result of, or in connection with, the Merger.

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 stockholders of SHC in accordance with Florida Law and by the sole stockholder of the Company in accordance with Delaware 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 SHC or the Company) by the Company.

ARTICLE 6 TAXES

Section 6.01. *Tax Consequences.* SHC 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. The parties further intend that this Agreement shall constitute a plan of reorganization as required by such regulations.

ARTICLE 7 MISCELLANEOUS

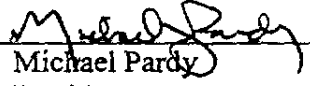
Section 7.01. *Successors and Assigns.* The provisions of this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

Section 7.02. *Governing Law.* This Agreement shall be construed in accordance with and governed by the laws of the State of Delaware, 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.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed.

SOUTHERN HOSPICE CARE, INC.

By: 
Name: Michael Pardy
Title: President

SOUTHERNCARE, INC.

By: _____
Name: _____
Title: _____

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed.

SOUTHERN HOSPICE CARE, INC.

By: _____
Name: Michael Pardy
Title: President

SOUTHERNCARE, INC.

By: 
Name: KAREN H. BELCHER
Title: VICE PRESIDENT