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HOLBROOK, AKEL, COLD, STIEFEL & RAY, P.A.

ATTORNEYS AT LAW

ONE INDEPENDENT DRIVE, SUITE 2301

JACKSONVILLE, FLORIDA 32202-5059

H. LEON HOLBROOK

EDWARD C. AKEL

KATHLEEN HOLBROOK COLD

DANIEL D. AKEL

H. LEON HOLBROOK, III

JOHN R. STIEFEL, JR.

THOMAS R. RAY

TELEPHONE

(904) 356-6311

FACSIMILE

(904) 356-7330

January 3, 1997

Secretary of State
Corporations Division
The Capitol
P. O. Box 6327
Tallahassee, Florida 32314

400002047374--6
-01/07/97--01031--010
*****70.00 *****70.00

Re: Articles and Plan of Merger of MRC Home
Health, Inc. and MRC Rehabilitation
Services, Inc. into MRC Rehabilitation, Inc.
Check in the amount of \$70.00

*2ND VALIDATION
next page*

Dear Sir:

We enclose the referenced corporate instrument, in duplicate,
together with our check for your fee for filing and furnishing an
acknowledgement copy to us.

Please advise us, in writing, of the approval and filing of this
instrument and return an acknowledgement copy to the undersigned.
Please advise us if you require anything further.

Thank you for your cooperation and assistance.

Very truly yours,

Edward C. Akel

EDWARD C. AKEL

Dena

*\$
keep 35.00*

ECA/gp
Enclosures

cc: Mr. Ray Vickerman and
Mr. Mark L. Taylor
H. Daniel Lewis, Jr., C.P.A.
Johnathan M. Taylor, C.P.A.

SECRETARY OF STATE
TALLAHASSEE, FLORIDA

97 JAN 16 AM 9:28

FILED

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1/24*

HOLBROOK, AKEL, COLD, STIEFEL & RAY, P.A.

ATTORNEYS AT LAW

ONE INDEPENDENT DRIVE, SUITE 2301

JACKSONVILLE, FLORIDA 32202-5059

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(904) 356-8311

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January 14, 1997

Secretary of State
Corporations Division
The Capitol
P. O. Box 6327
Tallahassee, Florida 32314

100002060231--3
-01/16/97--01053--001
*****35.00 *****35.00

Attention: Ms. Karen Gibson

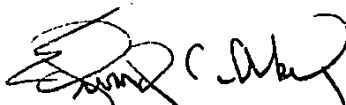
Re: Articles and Plan of Merger of MRC Home
Health, Inc. and MRC Rehabilitation
Services, Inc. into MRC Rehabilitation, Inc.
Check in the amount of \$35.00

Dear Ms. Gibson:

In accordance with your request, enclosed is our check in the
amount of \$35 for your fee for the additional third party involved
in this transaction.

Thank you for your cooperation and assistance.

Very truly yours,


EDWARD C. AKEL

ECA/gp
Enclosure

FILED
97 JAN 16 AM 9:28
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

ARTICLES AND PLAN OF MERGER
of
MRC HOME HEALTH, INC.
and
MRC REHABILITATION SERVICES, INC.
(the "Merged Corporations")
into
MRC REHABILITATION, INC.
(the "Surviving Corporation")

97 JAN 16 AM 9:28
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

ARTICLES AND PLAN OF MERGER effective close of business on December 31, 1996 for between MRC REHABILITATION, INC., a Florida corporation, hereinafter called "Surviving Corporation," and MRC HOME HEALTH, INC., a Florida corporation, and MRC REHABILITATION SERVICES, INC., a Florida corporation, hereinafter called "Merged Corporations."

WHEREAS, Surviving Corporation is a corporation organized and existing under the laws of the State of Florida with 5,000 shares of authorized common stock of no par value. MRC HOME HEALTH, INC. is a corporation organized under the laws of the State of Florida with 1,000 shares of authorized common stock of \$1.00 par value and MRC REHABILITATION SERVICES, INC. is a corporation organized under the laws of the State of Florida with 1,000 shares of authorized common stock of \$1.00 par value; and

WHEREAS, the directors of the Surviving Corporation and the Merged Corporations, respectively deem it desirable and in the best interests of the corporations and their shareholders that the Merged Corporations be merged into the Surviving Corporation and the corporations desire that they so merge under and pursuant to the laws of the State of Florida; and

WHEREAS, all of the shareholders of the Surviving Corporation and the Merged Corporations have approved these Articles and Plan of Merger at a meeting held on December 20, 1996.

NOW, THEREFORE, IN CONSIDERATION OF THE PREMISES AND THE MUTUAL COVENANTS AND AGREEMENTS HEREIN SET FORTH, AND FOR THE PURPOSES OF

PRESCRIBING THE TERMS AND CONDITIONS OF THE MERGER, THE PARTIES ADOPT ARTICLES AND PLAN OF MERGER AS FOLLOWS:

1. Effective on close of business December 31, 1996 for tax and accounting purposes, the "Effective Date", the Merged Corporations shall be deemed to have merged with and into the Surviving Corporation which shall survive the merger and which shall have the same name as heretofore.

2. The name of the Surviving Corporation shall be MRC REHABILITATION, INC. The purposes for which the Surviving Corporation is formed and the nature of the business to be transacted by it are general in nature and shall be as set forth in the Articles of Incorporation of the Surviving Corporation.

3. On the effective date of the merger, the By-laws of MRC REHABILITATION, INC. shall be the By-laws of the Surviving Corporation until the same shall be altered, amended or repealed, or until new By-laws shall be adopted, in accordance with the provisions thereof.

4. The Surviving Corporation shall have the same directors and officers who shall hold office until the next annual meeting of the shareholders of the Surviving Corporation, and until their successors have been elected and qualified.

5. On the effective date of the merger, the total amount of capital stock of the Surviving Corporation to be authorized shall be 5,000 shares of no par value common stock. There are presently outstanding and issued 2,500 shares of no par value common stock of the Surviving Corporation and 100 shares of \$1.00 par value common stock of MRC HOME HEALTH, INC. and 100 shares of \$1.00 par value common stock of MRC REHABILITATION SERVICES, INC. On the effective date of the merger, all of the shares of the common stock of the Merged Corporations outstanding immediately prior to the effective date of this merger shall be converted into and become 2,500 shares of outstanding common stock of the Surviving Corporation on the effective date of this merger. Each share of stock of the Surviving Corporation outstanding immediately prior to the merger becoming

effective shall remain outstanding immediately after the merger as an identical share of stock of the Surviving Corporation. As a result of the merger, there shall be 5,000 shares of no par value common stock of the Surviving Corporation outstanding and the 2,500 new shares shall be issued to stockholders of the Merged Corporations in accordance with the resolutions approved by the Board of Directors of all of the Corporations.

6. On the effective date of the merger, all of the property (tangible and intangible), rights, privileges and franchises, of whatsoever nature and description, of the Merged Corporations, including without limitation any chosen in action lawsuits, mortgages, promissory notes and security interests, belonging to the Merged Corporation, shall be transferred to, vested in and shall devolve upon the Surviving Corporation, without further act or deed; and all property rights, privileges and franchises, and every other asset and interest, whether tangible or intangible and real or personal, shall be as effectually the property of the Surviving Corporation as they were of the Merged Corporations, and the title to all real estate vested in the Merged Corporations shall not be deemed to revert or to be in any way impaired by reason of the merger, but shall be vested in the Surviving Corporation. All debts, liabilities and duties of the Merged Corporations shall, thereafter, be assumed by and attached to the Surviving Corporation, and may be enforced against it to the same extent as if such debts, liabilities and duties have been incurred or contracted by the Surviving Corporation.

7. The Surviving Corporation shall pay all expenses of the merger agreement and reserves the right to subsequently amend its Articles or Certificate of Incorporation at any time hereafter, in accordance with the provisions of the laws of the State of Florida.

8. The directors and shareholders of the Surviving Corporation and the Merged Corporations unanimously approved and adopted these Articles and Plan of Merger at a meeting held for such purpose on the date of execution of these Articles and Plan of Merger.

9. The officers of the Surviving Corporation and the Merged Corporations shall cause these Articles of Merger to be filed with the Secretary of the State of Florida in conformity with the laws of that State.

10. The Surviving Corporation will furnish a copy of these Articles and Plan of Merger to any of the shareholders of the Merged Corporations and the Surviving Corporation upon request and without charge.

IN WITNESS WHEREOF, the President and Secretary of MRC HOME HEALTH, INC., a Florida corporation, and MRC REHABILITATION SERVICES, INC., a Florida corporation, and the President and Secretary of MRC REHABILITATION, INC., a Florida corporation, hereby execute these Articles as of the 20th day of December, 1996.

ATTEST:

MRC HOME HEALTH, INC.

1 Tracy A. Taylor
Secretary

By: Fe T. Margot
Its President

(Corporate Seal)

ATTEST:

MRC REHABILITATION SERVICES, INC.

1 Tracy A. Taylor
Secretary

By: Ronald W. Vickerman
Its President
V 265-728-41-203

(Corporate Seal)

ATTEST:

MRC REHABILITATION, INC.

1 Tracy A. Taylor
Secretary

By: Ronald W. Vickerman
Its President
V 265-728-41-203
(Corporate Seal)

STATE OF FLORIDA
COUNTY OF DUVAL

The foregoing instrument was acknowledged before me on the 25th day of December, 1996 by FE T. MANGADA, the President of MRC HOME HEALTH, INC., a Florida corporation, on behalf of the corporation, _____ personally known to me; or ✓ who produced a Florida Driver's License identification, and who did take an oath and personally appeared before me.



Geraldine Mogk
MY COMMISSION # CC574110 EXPIRES
August 21, 2000
BONDED THRU TROY FARM INSURANCE, INC.

Geraldine Mogk
NOTARY PUBLIC - STATE OF FLORIDA
Print Name: Geraldine Mogk
My Commission Expires: 8-21-2000
Commission No.: CC 574110

STATE OF FLORIDA
COUNTY OF ~~DUVAL~~

Clay

The foregoing instrument was acknowledged before me on the 20 day of December, 1996 by RAYMOND H. VICKERMAN, the President of MRC REHABILITATION SERVICES, INC., a Florida corporation, on behalf of the corporation, _____ personally known to me; or ✓ who produced a Florida Driver's License identification, and who did take an oath and personally appeared before me.



LYNN S. CREASON
COMMISSION # CC 572038
EXPIRES JUL 25, 2000
BONDED THRU
ATLANTIC BONDING CO., INC.

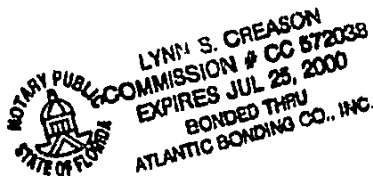
Lynn S. Creason
NOTARY PUBLIC - STATE OF FLORIDA
Print Name: Lynn S. Creason
My Commission Expires: 7-25-2000
Commission No.: CC 572038

STATE OF FLORIDA
COUNTY OF ~~DUVAL~~

Clay

The foregoing instrument was acknowledged before me on the 20 day of December, 1996 by Raymond H. Vickerman, the President of MRC REHABILITATION, INC., a Florida corporation, on behalf of the corporation, _____ personally known to me; or ✓ who produced a

Florida Driver's License identification, and who did take an oath and personally appeared before me.



Lynn S. Creason
NOTARY PUBLIC - STATE OF FLORIDA
Print Name: Lynn S. Creason
My Commission Expires: 7-25-2000
Commission No.: CC572038