

SECTION 7.

CONDITIONS TO THE OBLIGATIONS OF HCAI.

The obligations of HCAI to consummate this Agreement and the transactions contemplated hereby are subject to the satisfaction at or before the Effective Date of each and every one of the following conditions, any of which HCAI may in its sole discretion waive:

(a) Representations and Warranties. The representations and warranties of FORTRESS as set forth in Section 3 hereof shall be true and correct at and as of the Effective Date with the same effect as though such representations and warranties had been made on the date of this Agreement, and any letter, statement, list, certificate or other written information furnished by FORTRESS pursuant hereto or in connection with the transactions contemplated hereby shall be true and correct in all material respects at and as of the date or dates stated therein.

(b) Performance by FORTRESS. FORTRESS shall have performed and complied with all agreements and conditions required by this Agreement to be performed or complied with by it either prior to or at the Effective Date.

(c) Absence of Adverse Changes. Since the date of this Agreement, there shall have been no change in FORTRESS which materially and adversely affects its status as a public company.

(d) Compliance Certificate. HCAI shall have received a certificate signed by the President of FORTRESS dated as of the Effective Date and satisfactory in form and substance to HCAI certifying to the fulfillment of the conditions specified in Section 7(b).

(e) Stock Certificates. At the Effective Date, each Shareholder of HCAI shall receive a certificate or certificates representing the number of shares of common stock of FORTRESS they are entitled to.

SECTION 8.

SURVIVAL OF REPRESENTATIONS AND WARRANTIES.

All representations, warranties, agreements, covenants, and obligations herein made by or in any of the documents incorporated by

reference and made a part of this Agreement shall be deemed to have been relied upon by each of the other parties, shall survive the Effective Date for a period of two years thereafter (except that the representations with respect to taxes of HCAI in Section 2(h) shall continue to exist after the Effective Date for a period of three years), and shall not merge in the performance of any obligation by any party hereto.

SECTION 9.

TERMINATION.

(a) This Agreement may be terminated at any time prior to the filing of the Articles of Merger in the office of the Secretary of the State of Nevada by:

(i) Mutual consent of HCAI and FORTRESS;

(ii) FORTRESS if, at the Effective Date, any of the conditions set forth in Section 6 shall not have been satisfied;

(iii) HCAI if, at the Effective Date, any of the conditions set forth in Section 7 shall not have been satisfied;

(iv) FORTRESS, if HCAI has breached any material representation warranty, covenant or agreement contained in this Agreement;

(v) HCAI, if FORTRESS has breached any material representation, warranty, covenant or agreement contained in this Agreement; and

(vi) FORTRESS, if any legal proceeding is commenced or threatened by any governmental or regulatory agency or other person directed against the consummation of the transaction or any other transaction under this Agreement.

(b) If this Agreement shall be terminated as provided in Section 9(a), the Articles of merger shall be deemed to have been abandoned and shall be void and of no further effect, without any liability on the part of any of the parties thereto or the stockholders, directors, officers, employees or agents of any of them.

SECTION 10.

INDEMNIFICATION.

(a) Obligation of HCAI to Indemnify. Subject to the limitations on the survival of representations and warranties contained in Section 8, HCAI, its respective officers, directors and employees hereby agree to indemnify, defend and hold FORTRESS harmless from and against any losses, liabilities, damages, deficiencies, costs or expenses (including interest, penalties and reasonable attorneys fees and disbursements) based upon, arising out of or otherwise due to any material inaccuracy in or any breach of any representation, warranty, covenant or agreement of HCAI contained in this Agreement or in any document or other writing delivered pursuant to this Agreement.

(b) Obligation of FORTRESS to Indemnify. Subject to the limitations on the survival of representations and warranties contained in Section 8, FORTRESS, its respective officers, directors and employees, hereby agree to indemnify, defend and hold HCAI harmless from and against any losses, liabilities, damages, deficiencies, costs or expenses (including interest, penalties and reasonable attorneys fees and disbursements) based upon, arising out of or otherwise due to any material inaccuracy in or any breach of any representation, warranty, covenant or agreement of FORTRESS contained in this Agreement or in any document or other writing delivered pursuant to this Agreement.

SECTION 11.

MISCELLANEOUS.

(a) Notices. All notices or requests, demands and other communications hereunder shall be deemed to have been duly given if in writing and delivered or mailed postage prepaid to the parties as follows:

If to HCAI:

HOME CARE AMERICA, INC.
4800 N. Federal Highway, Suite 200A
Boca Raton, Florida 33431
Attn: Robert G. Williams, President

If to FORTRESS:

FORTRESS NEVADA, INC.
7131 S.W. 9th Street
Plantation, Florida 33317
Attn: Marcus Brown, President

The address of any party for any such notice, request or other communication may be changed by giving notice of such change to the other parties as herein above provided.

(b) Fees and Expenses. Each of the parties will bear its own costs and expenses in connection with the negotiation and the consummation of this Agreement.

(c) Amendment This Agreement may be amended by mutual agreement of the parties at any time prior to the Effective Date.

(d) Further Assurances. The parties shall execute such documents and other papers and take such further actions as may be reasonably required or desirable to carry out the provisions hereof and the transactions contemplated hereby. Each such party shall use its best efforts to fulfill or obtain the fulfillment of the conditions.

(e) Law Governing This Agreement shall be deemed to have been entered into under the laws of the State of Nevada, and the rights and obligations of the parties hereunder shall be governed and determined according to the laws of said state, without regard to applicable conflicts of laws.

(f) Resolution of Disputes. Any dispute arising out of or related to this Agreement or the breach thereof shall be resolved by litigation in Palm Beach County, Florida. The prevailing party in any such litigation shall be entitled to reasonable attorneys fees and costs.

(g) Entire Agreement and Counterparts. This Agreement and the documents incorporated by reference and made a part of it and any other instruments and agreements to be delivered in conjunction herewith constitute the entire agreement between the parties with respect to the transactions contemplated herein and supersede all prior agreements and understandings of the parties with respect thereto. This Agreement may be

executed in one or more counterparts, all of which taken together shall constitute one instrument.

(h) Construction. This Agreement shall be construed within the fair meaning of each of its terms and not against the party drafting the document.

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto under their respective seals, as of the day and year first above written.

FORTRESS NEVADA, INC.

By: Marcus Brown
Marcus Brown, President

HOME CARE AMERICA, INC.

By: Robert G. Williams
Robert G. Williams, President

PLAN OF MERGER

PLAN OF MERGER adopted by Home Care America, Inc., a corporation for profit organized under the laws of the state of Florida, by resolution of its Board of Directors on August 25, 1997, and adopted on August 25, 1997, and by Fortress Nevada, Inc., a corporation for profit organized under the laws of the State of Nevada, by resolution of its Board of Directors on August 25, 1997. The names of the corporations planning to merge are Home Care America, Inc., a corporation for profit organized under the laws of the state of Florida, and Fortress Nevada, Inc., a corporation for profit organized under the laws of the state of Nevada. The name of the surviving corporation into which Home Care America, Inc. plans to merge is Fortress Nevada, Inc.

1. Home Care America, Inc. and Fortress Nevada, Inc. shall, pursuant to the provisions of the Florida Business Corporation Act and the provisions of the laws of the jurisdiction of organization of Nevada, be merged with and into a single corporation, to wit, Fortress Nevada, Inc., which shall be the surviving corporation upon the effective date of the merger and which is sometimes hereinafter referred to as the "surviving corporation", and which shall continue to exist as said surviving corporation under its present name pursuant to the provisions of the laws of the jurisdiction of its organization. The separate existence of Home Care America, Inc., which is sometimes hereinafter referred to as the "non-surviving corporation", shall cease upon the effective date of the merger in accordance with the provisions of the Florida Business Corporation Act.

2. The Articles of Incorporation of the surviving corporation, upon the effective date of the merger in the jurisdiction of its organization, shall be the Articles of Incorporation of said surviving corporation and said Articles of Incorporation shall continue in full force and effect until amended and changed in the manner prescribed by the provisions of the laws of the jurisdiction of organization of the surviving corporation.

3. The Bylaws of the surviving corporation, upon the effective date of the merger in the jurisdiction of its organization, will be the Bylaws of said surviving corporation and will continue in full force and effect until changed, altered or amended as therein provided and in the manner prescribed by the provisions of the laws of the jurisdiction of its organization.

4. The directors and officers in office of the surviving corporation, upon the effective date of the merger in the jurisdiction of its organization, shall be the members of the first Board of Directors and the first officers of the surviving corporation, all of whom shall hold their directorships and offices until the election and qualification of their respective successors or until their tenure is otherwise terminated in accordance with the Bylaws of the surviving corporation.

5. All issued shares of the non-surviving corporation, upon the effective date of the merger, shall be converted into all issued shares of the surviving corporation. The issued shares of the surviving corporation shall be exchanged for 3,640,000 shares of restricted Common Stock of Home Care America, Inc.

6. The Plan of Merger herein made and approved shall be submitted to the shareholders of the non-surviving corporation for their approval or rejection in the manner prescribed by the provisions of the Florida Business Corporation Act, and the merger of the non-surviving corporation with and into the surviving corporation shall be authorized in the manner prescribed by the laws of the jurisdiction of organization of the surviving corporation.

7. In the event that the Plan of Merger shall have been approved by the shareholders entitled to vote of the non-surviving corporation in the manner prescribed by the provisions of the Florida Business Corporation Act, and in the event that the merger of the non-surviving corporation with and into the surviving corporation shall have been duly authorized in compliance with the laws of the jurisdiction of organization of the surviving corporation, the non-surviving corporation and the surviving corporation hereby stipulate that they will cause to be executed and filed and/or recorded any document or documents prescribed by the laws of the state of Florida and of the state of Nevada, and that they will cause to be performed all necessary acts therein and elsewhere to effectuate the merger.

8. The Board of Directors and the proper officers of the non-surviving corporation and of the surviving corporation, respectively, are hereby authorized, empowered, and directed to do any and all acts and things, and to make, execute, deliver, file, and/or record all instruments, papers, and documents which shall be or become necessary, proper, or convenient to carry out or put into effect any of the provisions of this Plan of Merger or of the merger herein provided for.

9. The merger herein provided for shall become effective in the state of Florida on October 10, 1997.

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