

Charter Number Only

P96000035653

10/9/97

Richard P. Greene, P.A.

Notary's Name

2455 East Sunrise Blvd #905

Address

Ft. Lauderdale, FL 33304

City

State

Zip

Phone

(954)564-6616

NOTATION ONLY

SECRETARY OF STATE
TALLAHASSEE, FLORIDA

97 OCT 10 PM 1:53

FILED

CORPORATION(S) NAME

Home Care America, Inc.

Merger

SECRETARY OF STATE
TALLAHASSEE, FLORIDA

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FILED

() Profit

() NonProfit

() Amendment

(X) Merger

() Foreign

() Dissolution

() Mark

() Limited Partnership

() Annual Report

() Other

() Reinstatement

() Reservation

() Change of Registered Agent

(X) Certified Copy

() Photo Copies

() Certificate Under Seal

() Call When Ready

() Call If Problem

() After 4:30

(X) Walk In

() Will Wait

(X) Pick Up

() Mail Out

Name	10/10/97
Availability	
Document	POU
Examiner	
Updater	POU
Verifier	POU
Acknowledgment	POU
W.P. Verifier	POU

CR2E031 (RS-85)

Empire Toll Free: 1-800-432-3028

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**ARTICLES OF MERGER
Merger Sheet**

MERGING:

HOME CARE AMERICA, INC., a Florida corporation P96000035653

INTO

FORTRESS NEVADA, INC.. a Nevada corporation not qualified in Florida

File date: October 10, 1997

Corporate Specialist: Annette Hogan

ARTICLES OF MERGER

THESE ARTICLES OF MERGER (the "Articles"), dated as of August 25, 1997, between FORTRESS NEVADA, INC. a Nevada corporation ("Surviving Corporation/FORTRESS ") and HOME CARE AMERICA, INC., a Florida corporation ("HCAI"), the two corporations being herein sometimes collectively called the "Constituent Corporations."

WITNESSETH:

WHEREAS, the Surviving Corporation is a corporation duly organized and existing under the laws of the State of Nevada; and

WHEREAS, HCAI is a corporation duly organized and existing under the laws of the State of Florida; and

WHEREAS, the Boards of Directors of the Constituent Corporations hereto deem it desirable, upon the terms and subject to the conditions herein stated, that HCAI be merged with and into the Surviving Corporation and that FORTRESS be the Surviving Corporation as outlined herein.

NOW THEREFORE, it is agreed as follows:

Section 1

Terms and Conditions/Manner and Basis for Converting Shares

1.1 In accordance with the provisions of these Articles and the requirements of applicable law, HCAI shall be merged with and into the Surviving Corporation at the Effective Date (as defined in Section 2 hereof). FORTRESS shall be the Surviving Corporation, and the separate existence of HCAI shall cease at the Effective Date. Consummation of the Merger shall be on the terms and subject to the conditions set forth herein.

1.2 At the Effective Date, the Surviving Corporation shall continue its corporate existence as a Nevada corporation and (i) it shall thereupon and thereafter possess all rights, privileges, powers, franchises and property (real, personal and mixed) of each of the Constituent Corporations; (ii) all debts due to either of the Constituent Corporations, on whatever account, all choses in action and all other things belonging to either of the Constituent Corporations shall be taken and deemed to be transferred to and shall be vested in the Surviving Corporation by virtue of the Merger without further act or deed; and (iii) all rights of creditors and all liens upon any property of any of the Constituent Corporations shall be preserved unimpaired, limited in lien to the property affected by such liens immediately prior to the Effective Date, and all debts, liabilities and duties of the

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SEC. OF STATE
TALLAHASSEE, FLORIDA

Constituent Corporations shall thenceforth attach to the Surviving Corporation.

1.3 At the Effective Date, (i) the Articles of Incorporation and the Bylaws of the Surviving Corporation, as existing immediately prior to the Effective Date, shall be and remain the Articles of Incorporation and Bylaws of the Surviving Corporation; and (ii) the members of the Board of Directors of the Surviving Corporation holding office immediately prior to the Effective Date shall resign and be replaced pursuant to Section 1(b)(ii) of the Stock Exchange and Merger Agreement.

1.4 On the Effective Date, (i) all issued and outstanding shares of capital stock of HCAI shall be converted into 2,891,000 restricted shares of FORTRESS Common Stock, no par value, (the "Common Stock") which shall be fully paid and non-assessable. In lieu of the issuance of any fractional shares, the shares of FORTRESS 's Common Stock to which HCAI 's shareholders are entitled shall be rounded off to the next highest whole number. Until surrendered and exchanged as herein provided, each outstanding certificate which, prior to the Effective Date, represented an HCAI security shall be deemed for all corporate purposes to evidence ownership of the appropriate number of shares of Common Stock, into which the HCAI security (which, prior to such Effective Date, were represented thereby) shall have been so converted

1.5 Subject to Section 1.4 above, each holder of a stock certificate or certificates representing outstanding shares of HCAI capital stock immediately prior to the Effective Date of the Merger, shall upon surrender of such certificate or certificates to FORTRESS after the Effective Date, be entitled to receive a stock certificate or certificates representing the appropriate number of shares of FORTRESS Common Stock as described in Section 1.4 above. Until actually surrendered, each such HCAI certificate shall, by virtue of the Merger, be deemed for all purposes to evidence ownership of the appropriate number of shares of FORTRESS Common Stock.

1.6 If any certificate representing a FORTRESS security is to be issued in a name other than that in which the certificate surrendered is registered, it shall be a condition of such issuance that the certificate so surrendered shall be properly endorsed or otherwise in proper form for transfer and that the person requesting such issuance shall either pay to FORTRESS or its transfer agent any transfer or other taxes required by reason of the issuance of certificates representing a FORTRESS security in a name other than that of the registered holder of the certificate surrendered, or establish to the satisfaction of FORTRESS or its transfer agent that such tax has been paid or is not applicable.

SECTION 2

Effective Date

2.1 These Articles shall be submitted to the shareholders entitled to vote thereon of HCAI as provided by the applicable laws of the State of Nevada. If these Articles are duly adopted by the requisite consent or vote of such shareholders and are not terminated as contemplated by Section 4, these Articles, executed in accordance with the law of the State of Nevada shall be filed with the Secretary of the State of Nevada.

2.2 The Merger shall become effective upon the filing with the Secretary of State of the State of Nevada, herein sometimes referred to as the "Effective Date."

SECTION 3

Covenants and Agreements

3.1 Each of the Constituent Corporations hereby covenants to mutually assist the other and to take all action reasonably necessary to accomplish and effectuate the terms hereof.

3.2 The Constituent Corporations have entered into a Stock Exchange and Merger Agreement, of which these Articles of Merger are a part, and said Agreement has been approved, adopted, certified, executed and acknowledged by each of the Constituent Corporations in accordance with Nevada law. Said Agreement thereto is on file at the principal place of business of the Surviving Corporation located at 4800 N. Federal Highway, Suite 200A, Boca Raton, Florida. A copy of said Agreement will be furnished by the Surviving Corporation, on request and without cost, to any shareholder of the Constituent Corporations.

SECTION 4

Amendment, Termination and Counterpart Signatures

4.1 At any time prior to the filing of these Articles with the Secretary of State of the State of Nevada, these Articles may be amended by the Boards of Directors of the Surviving Corporation and HCAI, to the extent permitted by state law notwithstanding favorable action on the Merger by the shareholders of either or both of the Constituent Corporations with respect to any of the terms contained herein except the terms of conversion provided for in Section 1.4 hereof.

4.2 At any time prior to the filing of these Articles with the Secretary of State of the State of Nevada, these Articles may be terminated and abandoned by the Board of Directors of either the Surviving Corporation or HCAI, notwithstanding

notwithstanding favorable action on the Merger by the shareholders of HCAI.

4.3 These Articles may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

SECTION 5

Appointment of Agent for Service of Process

5.1 Pursuant to applicable provisions of Nevada corporate law, since the Surviving Corporation in the Merger is to be governed by the laws of the State of Nevada, said Surviving Corporation does hereby agree that it may be served with process in the State of Nevada in any proceeding for enforcement of any obligation of the Surviving corporation of HCAI arising from this Merger, including any suit or any other proceeding to enforce the rights of any shareholders as determined in appraisal proceedings pursuant to the corporate law of the State of Nevada, and does hereby irrevocably appoint the Secretary of State of the State of Nevada as its agent to accept service of process in any such suit or other proceedings and does hereby specify that the address to which a copy of such process shall be made by the Secretary of State of the State of Nevada is 5701 N. Pine Island Rd., Suite 310B, Tamarac, Florida 33321, care of Florida Atlantic Stock Transfer, Inc.

IN WITNESS WHEREOF, the parties hereto have caused these Articles of Merger to be executed by an executive officer of each of them pursuant to authority given by their respective Boards of Directors.

Approved by its Board of Directors by written consent dated August 18, 1997.

FORTRESS NEVADA, INC.

By: Marcus Brown
 Marcus Brown, President

ATTEST: Elvira Leito

ELVIRA LEITO
 Notary Public, State of New York
 No. 442690325
 Qualified to Notary Public
 5/18/98

Approved by its Board of Directors and by its shareholders by written consent dated August 25, 1997.

HOME CARE AMERICA, INC.

By: _____
 Robert G. Williams, President

ATTEST: _____

favorable action on the Merger by the shareholders of HCAI .

4.3 These Articles may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

SECTION 5

Appointment of Agent for Service of Process

5.1 Pursuant to applicable provisions of Nevada corporate law, since the Surviving Corporation in the Merger is to be governed by the laws of the State of Nevada , said Surviving Corporation does hereby agree that it may be served with process in the State of Nevada in any proceeding for enforcement of any obligation of the Surviving corporation of HCAI arising from this Merger, including any suit or any other proceeding to enforce the rights of any shareholders as determined in appraisal proceedings pursuant to the corporate law of the State of Nevada , and does hereby irrevocably appoint the Secretary of State of the State of Nevada as its agent to accept service of process in any such suit or other proceedings and does hereby specify that the address to which a copy of such process shall be made by the Secretary of State of the State of Nevada is 5701 N. Pine Island Rd., Suite 310B, Tamarac, Florida 33321, care of Florida Atlantic Stock Transfer, Inc.

IN WITNESS WHEREOF, the parties hereto have caused these Articles of Merger to be executed by an executive officer of each of them pursuant to authority given by their respective Boards of Directors.

Approved by its Board of Directors by written consent dated August 18, 1997.

FORTRESS NEVADA, INC.

By: _____ ATTEST: _____
Marcus Brown, President

Approved by its Board of Directors and by its shareholders by written consent dated August , 1997.

HOME CARE AMERICA, INC.

By: Robert G. Williams, President ATTEST: Barbara G. Hall
Robert G. Williams, President

**CERTIFICATE OF APPROVAL OF STOCK
EXCHANGE AND MERGER AGREEMENT**

The undersigned certifies that:

1. The undersigned is the President of FORTRESS NEVADA, INC., a Nevada corporation.

2. The Stock Exchange and Merger Agreement in the form attached was duly approved by all the members of the Board of Directors of the corporation on August 25th, 1997. Shareholder approval was not required.

3. There is only one class of outstanding shares and the number of shares outstanding is 1,000,000.

I further declare under penalty of perjury under the laws of the State of Nevada that the matters set forth in this certificate are true and correct to the best of my knowledge.

Date:

Marcus Brown
Marcus Brown, President

ACKNOWLEDGMENT

STATE OF NEW YORK)
COUNTY OF KINGS) ss.

The foregoing instrument was acknowledged before me this 26th day of August 1997, by Marcus Brown, President of FORTRESS NEVADA, INC., a Nevada corporation, on behalf of the corporation, as signer of that certain Stock Exchange and Merger Agreement between FORTRESS and HOME CARE AMERICA, INC., who duly acknowledged to me that he executed the same on behalf of said corporation. He is personally known to me or has produced NY License as identification and did (did not) take an oath.

Name: Elvira Leto

Notary Public

ELVIRA LETO
Notary Public, State of New York
No. 5716/98
County NY

Serial No. _____

My Commission Expires: 5/18/98**CERTIFICATE PURSUANT TO SECTION 7(d) OF STOCK EXCHANGE
AND MERGER AGREEMENT DATED AUGUST 25th, 1997**

Marcus Brown, President of FORTRESS NEVADA, INC. ("FORTRESS") does hereby certify as of the date hereof the following:

1. The representations and warranties by FORTRESS as set forth in Section 3 of the Stock Exchange and Merger Agreement dated August 25, 1997 (The "Agreement") are true and correct as of the date hereof, and any statement, list, certificate or other written information furnished by FORTRESS pursuant to the Agreement or in connection with the transactions contemplated thereby are true and correct in all material respects as of the date set forth therein.

2. FORTRESS has performed and complied with all agreements and conditions required by the Agreement.

3. None of the shareholders of FORTRESS have exercised his or her dissenters rights pursuant to the General Corporation Law of Nevada.

IN WITNESS WHEREOF, I have signed this certificate as of the 26th day of August, 1997.

SUBSCRIBED AND SWORN TO
BEFORE ME THIS 26th DAY
OF AUGUST 1997
[Signature]
NOTARY PUBLIC

[Signature]
Marcus Brown
Marcus Brown, President

ELVIRA LEID
Notary Public, State of New York
No. 24-4996325
Qualified in Kings County
Commission Expires 5/18/98

CERTIFICATE OF APPROVAL OF STOCK EXCHANGE AND MERGER AGREEMENT

The undersigned certifies that:

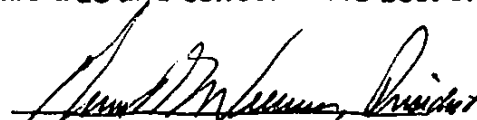
1. The undersigned is the President of HOME CARE AMERICA, INC., a Florida corporation.

2. The Stock Exchange and Merger Agreement in the form attached was duly approved by all the members of the Board of Directors of the corporation on August 25, 1997. Shareholder approval was not required.

3. There is only one class of outstanding shares and the number of shares outstanding is 3,640,990.

I further declare under penalty of perjury under the laws of the State of Florida that the matters set forth in this certificate are true and correct to the best of my knowledge.

Date:


Robert G. Williams, President

ACKNOWLEDGMENT

STATE OF FLORIDA)
) ss.
COUNTY OF PALM BEACH)

The foregoing instrument was acknowledged before me this 4th day of September 1997, by Robert G. Williams, President of HOME CARE AMERICA, INC., a Florida corporation, on behalf of the corporation, as signer of that certain Stock Exchange and Merger Agreement between FORTRESS and HOME CARE AMERICA, INC., who duly acknowledged to me that he executed the same on behalf of said corporation. He is personally known to me or has produced _____ as identification and did (did not) take an oath.

Name: Barbara A. Hude

Notary Public _____



Barbara A. Hude
My Commission 60884266
Expires November 26, 2000

Serial No. _____

My Commission Expires: 11-26-2000

**CERTIFICATE PURSUANT TO SECTION 7(d) OF STOCK EXCHANGE
AND MERGER AGREEMENT DATED AUGUST ,1997**

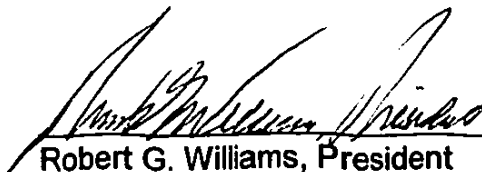
Robert G. Williams, President of HOME CARE AMERICA, INC. ("HCAI") does hereby certify as of the date hereof the following:

1. The representations and warranties by HCAI as set forth in Section 3 of the Stock Exchange and Merger Agreement dated August 25, 1997 (The "Agreement") are true and correct as of the date hereof, and any statement, list, certificate or other written information furnished by FORTRESS pursuant to the Agreement or in connection with the transactions contemplated thereby are true and correct in all material respects as of the date set forth therein.

2. HCAI has performed and complied with all agreements and conditions required by the Agreement.

3. None of the shareholders of HCAI have exercised his or her dissenters rights pursuant to the General Corporation Law of Florida.

IN WITNESS WHEREOF, I have signed this certificate as of the 25 day of August, 1997.


Robert G. Williams, President

STOCK EXCHANGE AND MERGER AGREEMENT

THIS AGREEMENT made and entered into this 24 day of August 1997, by and between FORTRESS NEVADA, INC. (FORTRESS) a Nevada corporation with its Florida office at 7131 S.W. 9th Street, Plantation, Florida 33317 and HOME CARE AMERICA, INC., a Florida corporation, with offices at 4800 N. Federal Highway, Suite 200A, Boca Raton, Florida 33431.

WHEREAS, FORTRESS is a non-reporting/non-trading company with aged 144K common stock that is not presently quoted on any exchange and which currently has no market makers;

WHEREAS, HCAI is a private corporation in the business of home health care;

WHEREAS, HCAI is interested in acquiring a controlling interest in FORTRESS through a stock for stock exchange and reverse merger; and

WHEREAS, FORTRESS is interested in selling a controlling interest to HCAI through a stock for stock exchange, to be accomplished as set forth below.

NOW, THEREFORE, in consideration of the provisions and the representations, warranties and agreements herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

SECTION - I.

TERMS AND CONDITIONS OF STOCK EXCHANGE AND MERGER.

(a) HCAI and FORTRESS acknowledge that time is of the essence in executing this Agreement and closing on the transaction described herein. As a consequence, neither party has been able to complete a satisfactory due diligence investigation of the other and is relying completely on the representations of past and present fact and representations of future performance stated herein. FORTRESS and HCAI have been advised by their respective attorneys of the risks inherent in executing the agreement and closing on the transaction without completing a full due diligence investigation. Nevertheless, the parties desire to proceed.

(b) On the "Effective Date", as hereinafter defined, the following shall be done:

- (i) FORTRESS shall divest itself of all of its assets.
- (ii) FORTRESS will expand its Board of Directors to five (5) members and simultaneously nominate Robert G. Williams as a director. Simultaneously with the election of Mr. Williams to the Board, the existing directors will all resign.
- (iii) HCAI shall issue to FORTRESS all of its outstanding common stock. The stock certificates representing ownership of the common stock shall be properly endorsed on the back for transfer, surrendered to FORTRESS and such shares shall be canceled on the transfer records of HCAI.
- (iv) FORTRESS shall issue to the existing shareholders of HCAI restricted shares of its common stock totaling 2,891,000. Each certificate representing the restricted shares of common stock will have a legend thereon incorporating language as follows:

"The Shares represented by this certificate have not been registered under the Securities Act of 1933, as amended (the "Act"). The shares have been acquired for investment and may not be sold or transferred in absence of an effective registration statement for the Shares under the Act unless, in the opinion of counsel satisfactory to the Company, registration is not required under the "Act".

- (v) The existing shareholders of FORTRESS will transfer to HCAI or its designees 749,990 shares of Rule 144 K common stock currently issued to them and thereafter hold unto themselves 200,010 shares of FORTRESS.,
- (vi) The officers and directors of FORTRESS shall resign their positions.
- (vii) HCAI will merge into FORTRESS and cease to exist.

(viii) FORTRESS shall change its name to HOME CARE AMERICA, INC.

(ix) The terms conditions of the merger shall be as set forth in Articles of Merger (hereinafter referred to as the "Articles of Merger") and as further provided herein. The Articles of Merger shall constitute an agreement of merger for purposes of the General Corporation Law of the State of Nevada.

(x) FORTRESS and HCAI shall obtain approval for this Agreement and the transactions described herein by their respective board of directors and shareholders pursuant to the applicable provisions of Nevada law.

(c) The Effective Date shall be the date the merger becomes effective. The merger shall become effective at the close of business on the day when the Articles of Merger, certified as to requisite stockholder approval, shall have been filed in the Office of the Secretary of State of the State of Nevada. The Articles of Merger shall be filed as soon as practicable after the date this Agreement is signed.

(d) The two million, eight hundred ninety one thousand shares of common stock of FORTRESS to be issued to the shareholders of HCAI have not been registered under the Securities Act of 1933 and may not be resold unless the common stock is registered under the Act or an exemption from such registration is available. Each stockholder of HCAI who receives restricted shares shall represent and warrant that the shareholder is acquiring the common stock for that shareholder's own account, for investment, and not with the view to the sale or distribution of the common stock. Each certificate representing the restricted shares of common stock will have a legend thereon incorporating language as follows:

"The Shares represented by this certificate have not been registered under the Securities Act of 1933, as amended (the "Act"). The Shares have been acquired for investment and may not be sold or transferred in the absence of an effective registration statement for the Shares under the Act unless, in the opinion of counsel satisfactory to the company, registration is not required under the Act."

(e) Notwithstanding the restrictions set forth in Section 1(d) the rights to sell the securities may be permitted if, in the opinion of counsel satisfactory to FORTRESS, the shareholder complies with the provisions of Rule 144 of the Act.

SECTION - 2.

REPRESENTATIONS AND WARRANTIES OF HCAI

(a) Organization and Authority. HCAI is duly organized, validly existing, and in good standing under the laws of the jurisdictions of its incorporation, with full corporate power and authority to own its property and assets and to conduct its business in the manner and in the places in which it is now conducted. HCAI is qualified to do business as a domestic corporation in the State of Florida, and the character of the properties owned or leased by HCAI and the nature of the business conducted by it does not require such qualification in any other jurisdiction, except where the failure to so qualify would not have a material adverse affect on HCAI or its business.

(b) Corporate Action. All corporate action necessary on the part of HCAI to authorize the execution and delivery of this Agreement and the Articles of Merger and the performance or satisfaction of HCAI's obligations hereunder and thereunder has been or will have been duly taken prior to the Effective Date. This Agreement and the Articles of Merger constitute the valid and binding obligations of HCAI enforceable in accordance with their respective terms.

(c) Capitalization. As of the date hereof, HCAI's entire authorized capital stock consists of 30,000,000 shares of common stock, \$.00001, par value per share, of which 3,640,990 shares are issued and outstanding. All of the outstanding shares of capital stock of HCAI have been duly issued in accordance with all applicable laws, rules and regulations, are fully paid and non-assessable and are owned by its shareholders. There are no outstanding subscriptions, rights, options, warrants or other agreements obligating HCAI to issue, sell or transfer any stock or other securities of HCAI, except as otherwise described in this Agreement.

(d) Articles of Incorporation and Bylaws The Articles of Incorporation and bylaws of HCAI are true, correct and complete. The minute books of HCAI contain true and complete records of all meetings and consents in lieu of meetings of its Board of Directors and shareholders since the date of

incorporation and accurately reflect all transactions referred to therein.

(e) Ongoing Business. HCAI has a fully operational revenue producing home health care business.

(f) No Material Adverse Changes. As of the date of this Agreement, there shall be no material adverse change in the assets, operations, conditions (financial or otherwise) or prospective business of HCAI; there shall be no damage, destruction or loss materially affecting the assets, prospective business, operations or condition (financial or otherwise) of HCAI, whether or not covered by insurance; there shall be no declaration, setting aside or payment of any dividend or distribution with respect to any redemption or repurchase of HCAI's capital stock; there shall no sale of an asset (other than in the ordinary course of business or otherwise approved by FORTRESS) or mortgage or pledge by HCAI of any properties or assets

(g) Taxes. HCAI has prepared and filed all appropriate federal, state and local tax returns of every kind and category (including, without limitation, income taxes, estimated taxes, excise taxes, sales taxes, inventory taxes, use taxes, gross receipt taxes, franchise taxes and property taxes) for all periods prior to and through the date hereof for which any such returns have been required to be filed by it and has paid all taxes shown to be due by said returns or on any assessments received by it, or has made adequate provisions for the payment thereof.

(h) Compliance with Laws. HCAI and all business conducted by it has complied with all federal, state, county and local laws, ordinances, regulation., inspections, orders, judgments, injunctions, awards or decrees applicable to it or its business which, if not complied with, would materially and adversely affect its business.

(i) Compliance with Other Instruments. Neither the execution nor delivery of this Agreement nor the consummation of the transactions contemplated hereby will result in any violation of or be in conflict with any term of any contract or other instrument to which HCAI is a party or of any judgment, statute, rule or regulation applicable to HCAI, or result in the creation of any lien, charge or encumbrance on any of its properties or assets, or result in the acceleration of any obligation of HCAI under any deed of trust, mortgage, lease, or similar instrument to which it is a party.

(j) No Breach. The execution, delivery and performance of this

Agreement and the consummation of the transactions contemplated hereby will not.

(1) violate any provisions of the Articles of Incorporation or Bylaws of HCAI;

(2) violate, conflict with or result in the breach of any of the terms of, result in a material modification of, or otherwise give any other contracting party the right to terminate, or which constitute a default under, any contract or other agreement to which HCAI is a party or by or to which it or any of its assets or properties may be bound or subject;

(3) violate any order, judgment, injunction, award or decree of any court, arbitrator or governmental or regulatory body against, or binding upon, HCAI or upon the properties or business of either of them; or

(4)) violate any statute, law or regulation of any jurisdiction applicable to the transactions contemplated herein.

(k) Litigation. Except as disclosed in detail in a letter which shall be incorporated by reference and made part of this Agreement, there is no outstanding order, judgment, injunction, award or decree of any court, government or regulatory body or arbitration tribunal against or involving HCAI. There is no action, suit or claim or legal, administrative or arbitral proceeding or any investigation (whether or not the defense thereof or liabilities in respect thereof are covered by insurance) pending or threatened against or involving HCAI or any of its respective properties or assets. There is no fact, event or circumstances that may give rise to any suit, action, claim, investigation or proceeding except as disclosed in the letter described above. There is no action, suit or claim or legal, administrative or arbitral proceeding pending or threatened that would give rise to any right of indemnification on the part of any director of HCAI or its respective heirs, executors or administrators of such directors or officers.

(l) Agreements. The document titled "Material Contracts" which shall be incorporated by reference into this Agreement sets forth any material contract or arrangement to which HCAI is a party or by or to which it or its assets, properties or business are bound or subject whether oral or written. All of the agreements set forth in the document titled "Material Contracts" are valid, binding enforceable, subsisting agreements, in full force and effect.

HCAI is not in default under any of them (nor is any other party to any of such agreements, nor does any condition exist which with notice or lapse of time or both would constitute default thereunder).

(m) Insurance Policies. The document titled "Insurance Policies" which shall be incorporated by reference and made part of this Agreement contains a complete and correct list and summary description of all insurance policies held by HCAI and in force and effect at the date hereof, including but not limited to key-man insurance, workers' compensation and employer liability, automobile insurance, malpractice insurance, product liability and title insurance.

(n) Labor Relation. HCAI is not a party to any collective bargaining agreement governing its employees. There is no pending or threatened election for union representation of HCAI's employees.

(o) Finders. No broker's or finder's fees will be payable by HCAI and HCAI agrees to hold FORTRESS harmless from any claim, commission, finder's or broker's fee because of any act, omission or statement of either party to the transaction contemplated herein including but not limited to any securities violations.

(p) Real Property. The document titled "Real Property" which shall be incorporated by reference and made part of this Agreement contains a correct and complete list and brief description of all interest in real property or buildings improvements thereon (other than a leasehold interest and improvements relating thereto) owned by HCAI, as referenced in the document described, whether situated within or without the State of Nevada, including any options to acquire real property.

(q) Leases. The document titled "Leases" which shall be incorporated by reference and made part of this Agreement contains a correct and complete list and brief description of all leases or agreements under which HCAI is lessee of or holds, or operates any property, real or personal, owned by any third party. Each of such leases and agreements is in full force and effect and constitutes a legal, valid, and binding obligation of the respective parties thereto enforceable in accordance with its terms, subject to bankruptcy, insolvency, reorganization, moratorium, or other similar laws relating to the enforcement of creditors' rights generally and to the availability of equitable remedies which are subject to the discretion of the Court before which any proceeding therefor may be brought.

(r) Tangible Assets. The document titled "Tangible Assets" which shall be incorporated by reference and made part of this Agreement contains a correct and complete list and brief description of all machinery, equipment, furniture, leasehold improvements fixtures, vehicles, structures, owned or leased by HCAI, any related capitalized items or other tangible property material to the business of HCAI (the "Tangible Asset"). Except as set forth in this document, HCAI holds all rights, title and interest in all the properties, interests and assets, real, personal and mixed, free and clear of all liens, pledges, mortgage, security interests, conditional sales contracts or any other encumbrances or liens for current taxes not yet delinquent.

(s) Accounts Receivable. All of HCAI's accounts and other receivables or thereafter acquired are collectible in full, less any reserves set up for doubtful receivables on its books.

(t) Inventories. HCAI's inventories, as applicable, or thereafter acquired are valued at cost or market and consist of items which are of a quality and quantity usable and/or saleable in the ordinary course of HCAI's business.

(u) Liabilities. As of the date of this Agreement, except as set forth in a document titled "HCAI's Liabilities", HCAI does not have any direct or indirect indebtedness, liability, claim, loss, damage, deficiency, obligation or responsibility, known or unknown, fixed or unfixed, liquidated or unliquidated, secured or unsecured, accrued or absolute, contingent or otherwise, including, without limitation, any liability on account of taxes, any other governmental charge or lawsuit brought, whether or not of a kind required by generally accepted accounting principles (all of the foregoing collectively defined as "Liabilities"). As of the Effective Date, HCAI will not have any liabilities, other than liabilities incurred since the date of the signing of this Agreement in the ordinary course of business. There is no circumstance, condition, event or arrangement which may hereafter give rise to any Liabilities not in the ordinary course of business, except as set forth in the document titled "HCAI's Liabilities".

(v) Conduct of Business Between the date of this Agreement and the Effective Date, HCAI shall conduct its business only in the ordinary course thereof consistent with prudent business judgment and past practice and in such a manner that the representations and warranties contained in this Section 2 shall be true and correct at and as of the Effective Date (except for

changes contemplated, permitted or required by this Agreement) and so that the conditions to be satisfied by HCAI at the Effective Date shall have been satisfied. HCAI shall not incur expenses or liabilities between the date this Agreement is signed and the Effective Date other than in the normal course of business.

(w) Unusual Events. Until the Effective Date, HCAI shall supplement or amend all relevant documents incorporated by reference and made part of this Agreement with respect to any matter thereafter arising or discovered which, if existing or known at the date of this Agreement, would have been set forth or described in such documents; provided, however, that for the purpose of the rights and obligations of the parties hereunder, any such material supplemental disclosure shall not be deemed to have been disclosed to FORTRESS until the date HCAI delivers it to FORTRESS, unless agreed to in writing by FORTRESS.

(x) Changes in Business Relationship. HCAI is not aware of any material changes or threatened changes in its business or client relationships, including any discontinuance of contractual relationships.

(y) Full Disclosure. No representation or warranty of HCAI and no statement contained in any document incorporated by reference and made part of this Agreement furnished by HCAI to FORTRESS pursuant hereto or in connection with the transactions contemplated hereby contain or at the Effective Date will contain any untrue statement of a material fact or omit or will omit to state a material fact necessary to make such fact not misleading or necessary to provide FORTRESS with full information as to HCAI and its affairs.

(z) Representations and Warrants on Effective Date. The representations and warranties contained in this Section 2 shall be true and complete on the Effective Date with the same force and effect as though such representations and warranties had been made on and as of the Effective Date.

SECTION 3.

REPRESENTATIONS AND WARRANTIES OF FORTRESS

FORTRESS hereby represents and warrants to HCAI as follows:

(a) Public Company. FORTRESS is a public shell company. Its common stock is not currently traded. As of the date of this Agreement, it has no market makers. FORTRESS does not nor is it required to file reports with the Securities and Exchange Commission pursuant to Section 13(a) or 15(d) of The Exchange Act.

(b) Public Float and Shares Eligible for Public Resale. On the Effective Date, FORTRESS shall have outstanding 1,000,000 shares of common stock which are Rule 144K, and of which 50,000 are in the public "float". These shares may be eligible for public resale under Rule 144 of the Act and upon the timely filing of Form 15(c)211.

(c) Capitalization. As of the Effective Date, FORTRESS shall have 50,000,000 shares of authorized capital stock, no par value, of which 1,000,000 will be issued and outstanding. All of the outstanding shares will be duly and validly issued in accordance with all applicable laws, rules, and regulations and are fully paid and non-assessable and free of pre-emptive rights. There are and as of the Effective Date will be no options, warrants, subscription or other rights or commitments outstanding for the sale, issuance or redemption of any shares or other securities of FORTRESS.

(d) Organization and Authority. FORTRESS is a corporation duly organized, validly existing, and in good standing under the laws of the State of Nevada, with full corporate power and authority to own its property and assets and to conduct its business in the manner and the places in which it is now conducted.

(e) Corporate Action. All corporate action necessary on the part of FORTRESS to authorize the execution and delivery to HCAI of this Agreement and the Articles of Merger and the performance of its obligations thereunder has been or will have been duly taken prior to the Effective Date. This Agreement and the Articles of Merger constitute the valid and binding obligations of FORTRESS enforceable in accordance with their respective terms. The execution and delivery of and the consummation of the transactions provided for in this Agreement and the Articles of Merger will not

violate any provision of the Certificate of Incorporation, Articles of Incorporation or Bylaws of FORTRESS, as applicable, any provision of law, or any judgment, order or decree of any court or agency or government, applicable to FORTRESS, or result in a breach of, default under, or acceleration of any obligation under any indenture or agreement to which FORTRESS is a party

(f) Compliance with Other Instruments. Neither the execution nor delivery of this Agreement nor the consummation of the transactions contemplated hereby will result in any violation of or be in conflict with any term or any contract or other instrument to which FORTRESS is a party or of any judgment, decree, order, statute, rule or regulation applicable to FORTRESS, or result in the creation of any lien, charge or encumbrance on any of its properties or assets, or result in the acceleration of any obligation of FORTRESS under any deed of trust, mortgage, lease, or similar instrument to which it is a party.

(g) Compliance with Laws. FORTRESS has complied with all federal, state, county, local laws, ordinances, regulations, inspections, orders, judgments, injunctions, awards or decrees applicable to it or its business which, if not complied with, would materially and adversely affect its status as a public company.

(h) Articles of Incorporation and Bylaws. FORTRESS's Articles of Incorporation and Bylaws and any amendments to each, are true, correct and complete. The minute books of FORTRESS contain true and complete records of all meetings and consents in lieu of meetings of their respective Board of Directors and shareholders since the date of incorporation and accurately reflect all transactions; referred to therein.

(i) Shell Company. As of the Effective Date, FORTRESS shall be a shell company with no assets and no liabilities, including any and all tax obligations, except as described in Section 3(j). On or before the Effective Date, FORTRESS shall furnish to HCAI an audited balance sheet prepared by an independent certified public accountant that shows FORTRESS has no assets and (except as described in Section 3(j)) no liabilities. FORTRESS shall divest itself of any business activity on or before the Effective Date. The balance sheet date shall be a date between the date of this Agreement and the Effective Date.

(j) Liabilities. Except as set forth in the document titled "Liabilities of

FORTRESS" which shall be incorporated by reference and made part of this Agreement, FORTRESS has no liabilities, including any contingent liability related to litigation, and will have no liabilities as of the Effective Date. The document shall disclose in detail the amount of any liability and the circumstances related to such liability. With the exception of any contingent liability related to litigation disclosed in the document titled "Liabilities of FORTRESS," all other liabilities arising from or related to litigation shall be assumed by FORTRESS.

(k) Disclosures. No representation or warranty of FORTRESS in this Agreement, and no statement contained in any document incorporated by reference and made a part of this Agreement or other document furnished or to be furnished by FORTRESS to HCAI pursuant hereto or in connection with the transactions contemplated hereby contains or at the Effective Date will contain any untrue statement of a material fact or omit or will omit to state a material fact necessary to make it not misleading or necessary to provide HCAI with full information as to FORTRESS and its affairs.

SECTION - 4.

COVENANTS OF HCAI.

HCAI covenants and agrees as follows:

(a) Conduct of Business. From the date of this Agreement through the Effective Date, HCAI shall conduct its business in the ordinary course.

(b) Preservation of Business. From the date hereof through the Effective Date, HCAI shall use its best efforts to preserve its business organization intact, keep available the services of its present officers, employees, consultants and agents, maintain its present suppliers and customers and preserve its goodwill.

(c) Insurance. HCAI at all times will have in effect and maintain insurance now in force on or with respect to its properties and assets and its business and will at all times have in effect and maintain insurance coverage against all hazards, casualties, liabilities, and losses in the amount and of the character and kind normally carried by corporations engaged in a business similar to that conducted by it.

(d) Litigation. HCAI shall promptly notify FORTRESS of any lawsuits,

claims, proceedings or investigations which after the date hereof are threatened or commenced against it or any of their respective officers, directors, employees, consultants, agents, shareholders or other representatives with respect to the affairs of HCAI.

(e) Dissenting Shareholders. Dissenters rights shall not be demanded prior to the Effective Date by any of the shareholders of HCAI pursuant to the provisions of Nevada law, if any, as to dissenters rights.

(f) Continued Effectiveness of Representations and Warranties. From the date hereof through the Effective Date, HCAI shall conduct its business in such a manner so that the representations and warranties contained in Section 2 shall continue to be true and correct on and as of the Effective Date and as if made on the date of this Agreement, and shall:

(i) promptly give notice to FORTRESS of any event, condition or circumstances occurring from the date hereof through the Effective Date which would render any of the representations or warranties untrue, incomplete, insufficient or constitute a violation or breach of this Agreement; and

(ii) supplement the information contained herein in order that such information is kept current, complete and accurate.

SECTION 5.

COVENANTS OF FORTRESS.

FORTRESS covenants and agrees as follows:

(a) Compliance with Laws. FORTRESS will comply in all material respects with federal and state regulations necessary to effectuate the exchange of all outstanding shares of HCAI for shares of common stock of FORTRESS, as contemplated by this Agreement

(b) Litigation. FORTRESS shall promptly notify HCAI of any lawsuits, claims, proceedings or investigations which after the date hereof are threatened or commenced against it or against any of their respective officers, directors, employees, consultants, agents, shareholders or other representatives with respect to the affairs of FORTRESS.

(c) Dissenting Shareholders. Dissenters rights shall not be demanded prior to the Effective Date by any of the shareholders of FORTRESS pursuant to the provisions of Nevada law, if any, as to dissenters rights.

(d) Continued Effectiveness of Representations and Warranties. From the date hereof to the Effective Date, FORTRESS shall conduct its business in such a manner so that the representations and warranties contained in Section 3 shall continue to be true and correct on and as of the Effective Date and as if made on the date of this Agreement, and shall:

(i) promptly give notice to HCAI of any event, condition or circumstances occurring from the date hereof through the Effective Date which would render any of the representations or warranties untrue, incomplete, insufficient or constitute a violation or breach of this Agreement; and

(ii) supplement the information contained herein in order that such information is kept current, complete and accurate.

SECTION 6.

CONDITIONS OF OBLIGATIONS OF FORTRESS.

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

(a) Representations and Warranties. The representations and warranties of HCAI set forth in Section 2 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 and as of the date of this Agreement, and any letter, statement, list, certificate or other written information furnished by HCAI pursuant hereto or in connection on 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 of HCAI. HCAI 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) Governmental Permits and Approvals. Corporate Resolutions. Any and all permits and approvals from any governmental or regulatory body required for the lawful consummation of the transaction contemplated shall have been obtained.

(d) Third Party Consents. All consents, Permits and approvals from parties to any contracts or other agreements with HCAI which may be required in connection with the performance by HCAI of its obligations under such contracts or other agreements after the Effective Date shall have been obtained.

(e) Litigation. No action, Suit or proceeding shall have been instituted before any court or governmental or regulatory body or instituted or threatened by a governmental or regulatory body to restrain, modify or prevent the carrying out of the transactions contemplated hereby or to seek damages or a discovery order in connection with such transactions, or which has or may have, in the opinion of FORTRESS, a materially adverse effect on the assets, properties, business, operations or condition (financial or otherwise) of HCAI.

(f) Absence of Adverse Changes. Since the date of this Agreement, there shall have been no change in the financial condition, business, or properties of HCAI which materially and adversely affects the conduct of its business or its condition, financial or otherwise.

(g) Satisfaction of Indebtedness. Indebtedness and obligations of HCAI to any of its shareholders and affiliates shall have been satisfied and discharged, and any documentation evidencing such satisfaction or discharge shall have been received as requested by FORTRESS.

(h) No Restraining Order There shall not have been any action or proceeding instituted or threatened before any court or governmental agency to restrain or prohibit, or obtain substantial damages in respect of, this Agreement or the consummation of the transactions contemplated hereby, which in the opinion of FORTRESS make it inadvisable to consummate such transaction.

(i) Compliance Certificate. FORTRESS shall have received a certificate signed by the President dated as of the Effective Date and satisfactory in form and substance to FORTRESS certifying to the fulfillment of the conditions specified in Section 6(b).

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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