

S49266

CLAYTON-JOHNSTON, P.A.
ATTORNEYS AT LAW
POST OFFICE BOX 23939
GAINESVILLE, FLORIDA 32602

JAMES E. CLAYTON**
JAMES S. QUINCEY**
LEONARD E. IRELAND, JR.*
CHARLES G. FELDER**
CHARLES M. GADD, JR.
ROBERT E. ROUNDTREE, JR.**
W. WESLEY MARSTON
LAUREN NAGEL RICHARDSON
JILL R. GREAVES
CARIDAD "CARY" S. SELLERS
JOSEPH R. SHEA

111 SOUTHEAST FIRST AVENUE
GAINESVILLE, FLORIDA 32601
TELEPHONE: (352) 376-4694
FACSIMILE: (352) 371-7366

ERWIN A. CLAYTON
(1997 - 1986)

E. COVINGTON JOHNSTON
- OF COUNSEL -

Internet address:
WMarston@Clayton-Johnston.com

* Board Certified Civil Trial Lawyer
** Certified Circuit Civil Mediator

September 8, 2000

CERTIFIED RETURN
RECEIPT REQUESTED

Division of Corporations
Post Office Box 6327
Tallahassee, FL 32314

Re: Share Exchange: Share Exchange between Aalataash Animal Hospital West, P.A. and
Janine C. Tash, D.V.M., Chartered (d/b/a Aalataash Animal Hospital), a
Florida Corporation

Dear Sirs/Madam:

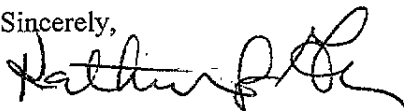
Enclosed please find the following documents for filing and/or processing:

1. Articles of Share Exchange of Aalataash Animal Hospital West, P.A., a Florida corporation with
Janine C. Tash, D.V. M., Chartered (d/b/a Aalataash Animal Hospital)
2. Plan of Share Exchange
3. Copies of each document noted above
4. Check in the amount of \$78.00 to cover the cost of filing and a certified copy to be returned to
this office.
5. A self-addressed stamped envelope for the return documents.

700003393917--7
-09/14/00--01110--006
*****78.00 *****78.00

If you have any questions, please contact our office.

Sincerely,


Kathryn J. Grace
Assistant to W. Wesley Marston

/kjc
Enclosures: a/s

Share Exchange
LFS

9-21-2000

FILED
SECRETARY OF STATE
DIVISION OF CORPORATIONS
00 SEP 14 AM 10:02

ARTICLES OF SHARE EXCHANGE
OF
AALATASH ANIMAL HOSPITAL WEST, P.A., a Florida Corporation,
with
JANINE C. TASH, D.V.M., CHARTERED (d/b/a Aalatash Animal Hospital),
a Florida Corporation

00 SEP 14 AM 10:02

ARTICLES OF SHARE EXCHANGE between AALATASH ANIMAL HOSPITAL WEST, P.A., a Florida corporation ("AAHW") and JANINE C. TASH, D.V.M., CHARTERED (d/b/a Aalatash Animal Hospital, a Florida corporation ("AAH")).

Under §607.1105 of the Florida Business Corporation Act (the "Act"), AAHW and AAH adopt the following Articles of Share Exchange.

1. The Agreement and Plan of Share Exchange ("Plan of Share Exchange"), between AAHW and AAH was approved and adopted by the shareholders of AAHW on August 1, 2000 and was adopted by the shareholders of AAH on August 1, 2000.

2. Under the Plan of Share Exchange, all issued and outstanding shares of AAH's stock will be exchanged for FIVE HUNDRED (500) Shares of AAHW stock.

3. The Plan of Share Exchange is attached as Exhibit A and incorporated by reference as if fully set forth.

4. Under §607.1105(1)(b) of the Act, the date and time of the effectiveness of the Share Exchange shall be on August 1, 2000.

IN WITNESS WHEREOF, the parties have set their hands on August 1, 2000.

ATTEST:

Aalatash Animal Hospital West, P.A., a
Florida corporation

By:

Janine C Tash
(Corporate Seal)

By:

Janine C Tash
President

ATTEST:

Janine C. Tash, D.V.M. Chartered (d/b/a
Aalatash Animal Hospital),
a Florida corporation

By:

Janine C Tash
(Corporate Seal)

By:

Janine C Tash
President

PLAN OF SHARE EXCHANGE

This Plan of Share Exchange ("Plan") is entered into between **AALATASH ANIMAL HOSPITAL WEST, P.A.** ("Acquiror") and **JANINE C. TASH, D.V.M., Chartered** (d/b/a/ Aalatash Animal Hospital) ("Acquiree").

1. Distribution to Shareholders. On the Effective Date, all of the shareholders of Acquiree not dissenting from the Plan shall exchange all of the outstanding stock of Acquiree for FIVE HUNDRED (500) shares of Acquiror.

2. Satisfaction of Rights of Acquiree's Shareholders. All shares of Acquiror's stock into which shares of Acquiree's stock have been converted and become exchangeable for under this Plan shall be deemed to have been paid in full satisfaction of such converted shares.

3. Supplemental Action. If at any time after the Effective Date, Acquiror shall determine that any further conveyances, agreements, documents, instruments, and assurances or any further action is necessary or desirable to carry out the provisions of this Plan, the appropriate officers of Acquiror or Acquiree, as the case may be, whether past or remaining in office, shall execute and deliver any and all proper conveyances, agreements, documents, instruments, and assurances and perform all necessary or proper acts to carry out the provisions of this Plan.

4. Filing with the Florida Secretary of State and Effective Date. On the Closing, as provided in the Agreement and Plan of Share Exchange of which this Plan is a part, Acquiror and Acquiree shall cause their respective Presidents to execute Articles of Share Exchange in the form attached to this Plan and, on execution, this Plan shall be deemed incorporated by reference into the Articles of Share Exchange as if fully set forth in such Articles and shall become an exhibit to such Articles of Share Exchange. Thereafter, the Articles of Share Exchange shall be delivered for filing to the Florida Secretary of State. In accordance with §607.1105(1)(b) of the Florida Business Corporation Act (the "Act"), the Articles of Share Exchange shall specify the "Effective Date." The Effective Date shall be August 1, 2000 or later, as specified herein or in the Agreement and Plan of Share Exchange.

5. Amendment and Waiver. Any of the terms or conditions of this Plan may be

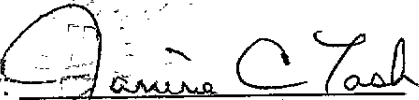
waived at any time by Acquiror or Acquiree by action taken by the Board of Directors of such party, or may be amended or modified in whole or in part at any time before the vote of the shareholders of Acquiree by an agreement in writing executed in the same manner (but not necessarily by the same persons), or at any time thereafter as long as such change is in accordance with §607.1103 of the Act.

6. Termination. At any time before the Effective Date (whether before or after filing the Articles of Share Exchange), this Plan may be terminated and the share exchange abandoned by mutual consent of the Boards of Directors of both corporations, notwithstanding favorable action by the shareholders of Acquiree.

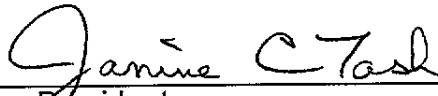
ATTEST:

Aalatash Animal Hospital West, P.A., a
Florida corporation

By:


(Corporate Seal)


By:


President

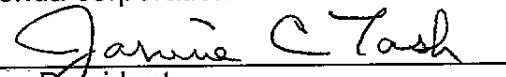
ATTEST:

Janine C. Tash, D.V.M. Chartered (d/b/a/
Aalatash Animal Hospital),
a Florida corporation

By:


(Corporate Seal)

By:


President