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TALLAHASSEE, FLORIDA

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MAR 31 2004

DR

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CORPORATION SERVICE COMPANY™

ACCOUNT NO. : 072100000032

REFERENCE : 534728 7205555

AUTHORIZATION :

Patricia Pigatto

COST LIMIT : \$ 78.75

ORDER DATE : March 31, 2004

ORDER TIME : 11:50 AM

ORDER NO. : 534728-005

CUSTOMER NO: 7205555

CUSTOMER: Ms. Suzanne L. Rotbert
The Rotbert Law Group, LLC
Suite 400
111 Rockville Pike
Rockville, MD 20850

ARTICLES OF MERGER

HEALTHGUARD INTERNATIONAL,
INC.

INTO

LIFECLINIC INTERNATIONAL, INC.

PLEASE RETURN THE FOLLOWING AS PROOF OF FILING:

XX CERTIFIED COPY

CONTACT PERSON: Heather Chapman Ext. 2908

EXAMINER'S INITIALS: _____

ARTICLES OF MERGER

FILED
04 MAR 31 PM 4:14
CLERK OF THE CIRCUIT COURT
TALLAHASSEE, FLORIDA

These Articles of Merger are submitted in accordance with Section 607.1105 of the Florida Business Corporation Act, as amended (hereinafter referred to as the "FBCA"):

FIRST: The name and place of incorporation of the **surviving** corporation are: Lifeclinic International, Inc., a Maryland corporation ("Lifeclinic-MD"), document number: D07829328.

SECOND: The name and place of incorporation of the **merging** corporation are: HealthGuard International, Inc., a Florida corporation ("HGI-MD"), document number: 501442.

THIRD: The Plan of Merger is attached.

FOURTH: The merger shall become effective on the date the Articles of Merger are filed with the Florida Department of State (the "Effective Date").

FIFTH: The Plan of Merger and these Articles were adopted by the Board of Directors of the **surviving** corporation on March 31, 2004 in accordance with the laws of the State of Maryland and such corporation's charter and bylaws, and shareholder approval was not required (as there are no shareholders of the surviving corporation prior to the Effective Date).

SIXTH: The Plan of Merger was adopted by the Board of Directors and the shareholders of the **merging** corporation on March 31, 2004, in accordance with FBCA Section 607.1103.

IN WITNESS WHEREOF, HealthGuard International, Inc. and Lifeclinic International, Inc., the corporations a party to the merger, have caused these Articles of Merger to be signed in

their respective corporate names and on their behalf by their duly authorized Presidents and
attested by their respective Secretaries this 31st day of March, 2004.

I do solemnly declare and affirm under the penalties
of perjury that the matters and facts contained in the
foregoing Articles of Merger are true to the best of
my knowledge, information and belief and
acknowledge the same to be my act.

ATTEST:

HEALTHGUARD INTERNATIONAL, INC.

Vincent A. Mencher
Vincent Mencher, Secretary

By: Philander P. Claxton
Philander P. Claxton, President

I do solemnly declare and affirm under the penalties
of perjury that the matters and facts contained in the
foregoing Articles of Merger are true to the best of
my knowledge, information and belief and
acknowledge the same to be my act.

ATTEST:

LIFECLINIC INTERNATIONAL, INC.

Vincent A. Mencher
Vincent Mencher, Secretary

By: Philander P. Claxton
Philander P. Claxton, President

PLAN OF MERGER

The following Plan of Merger is submitted in compliance with Section 607.1101 of the Florida Business Corporation Act, as amended (hereinafter referred to as the "FBCA").

FIRST: The name and jurisdiction of the surviving corporation are: Lifeclinic International, Inc., a Maryland corporation ("Lifeclinic-MD"), whose principal office is located at: 255 N. Washington Street, Suite 202, Rockville MD 20850.

SECOND: The name and jurisdiction of the merging corporation are: HealthGuard International, Inc., a Florida corporation ("HGI-FL"), whose principal office is located at: 255 N. Washington Street, Suite 202, Rockville MD 20850. Lifeclinic-MD and HGI-FL shall be collectively referred to herein as the "Constituent Corporations."

THIRD: The terms and conditions of the Merger are as follows:

- (A) The Articles of Incorporation and Bylaws of Lifeclinic-MD, with no amendments, shall be the Articles of Incorporation and Bylaws of the Successor;
- (B) The Officers and Directors of Lifeclinic-MD immediately prior to the Merger shall be the Officers and Directors of Lifeclinic-MD immediately after the Merger.
- (C) The merger provided for by this Plan of Merger shall become effective upon filing ("Effective Date").
- (D) On the Effective Date, the separate existence of HGI-FL shall cease, and HGI-FL shall be merged in accordance with the provisions of this Plan of Merger with and into Lifeclinic-MD, which shall have all the rights, privileges, powers, franchises, and immunities, of whatever nature and description, and shall be subject to all restrictions, disabilities, duties and liabilities of each of the Constituent Corporations; and all such things shall be taken and deemed to be transferred to and vested in Lifeclinic-MD without further act or deed.
- (E) A copy of this executed Plan of Merger, constituting the agreement of merger between the Constituent Corporations, is on file at the principal office of the Successor, and shall be furnished by the Successor, on request and without cost, to any stockholder of any Constituent Corporation.

FOURTH: The manner and basis of converting the shares of the merging corporation into shares, obligations, or other securities of the surviving corporation, in whole or in part, into cash or other property and the manner and basis of converting rights

to acquire shares of the merging corporation into rights to acquire shares, obligations, or other securities of the surviving corporation, in whole or in part, into cash or other property are as follows:

(A) Each share of HGI-FL Common Stock which is issued and outstanding on the Effective Date shall be converted into, and shall remain issued and outstanding as, one (1) share of Lifeclinic-MD Common Stock. There are no shares of HGI-FL Preferred Stock currently outstanding.

(B) Each option or warrant to acquire HGI-FL Common Stock which is outstanding on the Effective Date shall be converted into, and shall remain outstanding as, an option or warrant to acquire the same number of shares of Lifeclinic-MD Common Stock upon the same terms.

(C) There are no shares of stock outstanding of Lifeclinic-MD prior to the Effective Date.

(D) No script or fractional share certificate of HGI-FL shall be issued as a result of the merger transaction described hereinabove.

(E) After the merger transaction described above shall become effective, except as otherwise provided by the Code with respect to dissenting shareholders, each holder of an outstanding certificate or certificates heretofore representing HGI-FL Common Stock shall surrender the same to Successor and each such holder thereon shall be entitled to receive in exchange therefor a certificate or certificates representing the number of shares of Lifeclinic-MD into which the HGI-FL Common Stock represented by the certificate or certificates so surrendered shall have been converted or exchanged by the provisions hereof.

(F) Until such surrender, HGI-FL Common Stock shall be deemed for all corporate purposes, other than the payment of dividends, to evidence ownership of the number of full shares of Lifeclinic-MD Common Stock to be delivered with respect to such shares of such capital stock. Unless and until any such outstanding certificates have been so surrendered, no dividends payable to the holders of record of Lifeclinic-MD Common Stock as of any date subsequent to the Effective Date shall be paid to the holders of any outstanding certificates of HGI-FL Common Stock, but upon surrender of any such certificate or certificates, there shall be paid to the record holder of the certificate or certificates of Lifeclinic-MD Common Stock delivered with respect to the shares represented by the surrendered certificate or certificates, without interest, the amount of such dividends which shall have theretofore become payable to them with respect to such shares of Lifeclinic Common Stock.

(G) If any holder of an outstanding certificate or certificates representing HGI-FL Common Stock shall deliver to Successor such affidavits, indemnity agreements or surety bonds as Lifeclinic-MD shall reasonably require in conformity with its customary procedures with respect to lost stock certificates of

Lifeclinic-MD, Successor shall treat such delivery as surrender of any lost or misplaced or destroyed certificate or certificates representing Lifeclinic-MD Common Stock.

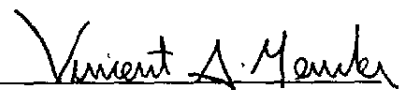
(H) If any Shareholder of any domestic corporation which is a party to this merger shall dissent from this merger, Lifeclinic-MD, as Successor, agrees to promptly pay to the dissenting shareholders of each such corporation the amount, if any, to which they are entitled under section 607.1302 of the FBCA.

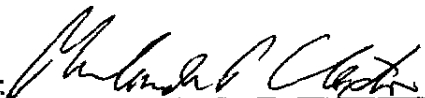
FIFTH: Pursuant to section 607.1109(g)(2), Lifeclinic-MD is deemed to have appointed the Secretary of State of the State of Florida as its agent for service of process in any proceeding to enforce any obligation or the rights of dissenting shareholders of HGI-FL.

IN WITNESS WHEREOF, HealthGuard International Inc. and Lifeclinic International, Inc., the corporations a party to the merger, have caused these Articles of Merger to be signed in their respective corporate names and on their behalf by their duly authorized Presidents and attested by their respective Secretaries this 31st day of March, 2004.

ATTEST:

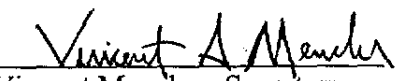
HEALTHGUARD INTERNATIONAL, INC.

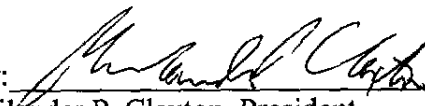

Vincent Mencher, Secretary

By: 
Philander P. Claxton, President

ATTEST:

LIFECLINIC INTERNATIONAL, INC.


Vincent Mencher, Secretary

By: 
Philander P. Claxton, President