

CAPITAL CONNECTION, INC.
417 Virginia Street, Suite 301 Tallahassee, Florida 32301
(850) 444-8877 (850) 444-8877
F02000002496

02 JUN 13 PM 2:25
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

Nexum Inc

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- ___ Art of Inc. File
- ___ LTD Partnership File
- ___ Foreign Corp. File
- ___ L.C. File
- ___ Fictitious Name File
- ___ Trade/Service Mark
- ☒ Merger File
- ___ Art. of Amend. File
- ___ RA Resignation
- ___ Dissolution / Withdrawal
- ☒ Annual Report / Reinstatement
- ___ Cert. Copy
- ___ Photo Copy
- ___ Certificate of Good Standing
- ___ Certificate of Status
- ___ Certificate of Fictitious Name
- ___ Corp Record Search
- ___ Officer Search
- ___ Fictitious Search
- ___ Fictitious Owner Search
- ___ Vehicle Search
- ___ Driving Record
- ___ UCC 1 or 3 File
- ___ UCC 11 Search
- ___ UCC 11 Retrieval

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DIVISION OF REGISTRATION

Signature

Requested by: LW

Date 6/12

Time

Name

Walk-In

Will Pick Up

Courier

ARTICLES OF MERGER
Merger Sheet

MERGING:

NEXUM, INC., a Florida corporation P98000065986
,

INTO

IMMUNO-GENIC CORPORATION, a Nevada entity, F02000002496

File date: June 13, 2002

Corporate Specialist: Annette Ramsey

ARTICLES OF MERGER

Pursuant to the provisions of Section 607.1107 of the Florida Business Corporation Act, the undersigned domestic and foreign corporations adopt the following Articles of Merger:

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TALLAHASSEE, FLORIDA

1. The name of the undersigned corporations and the states under the laws of which they are organized are:

<u>Name of Corporation</u>	<u>State of Corporation</u>
Nexum, Inc.	Florida
Immuno-Genic Corporation	Nevada

2. The laws of the state under which the constituent foreign corporation is organized permit merger.

3. The name of the surviving corporation is IMMUNO GENIC CORPORATION ("IGC") and is to be governed by the laws of the State of Nevada.

4. The following plan of merger was approved by the shareholders of the undersigned domestic corporation, NEXUM, INC. ("Nexum") in the manner prescribed by the Florida Business Corporation Act on May 29, 2002 and was approved by the Board of Directors of IGC and shareholder approval was not required, on January 1, 2002, in the manner prescribed by the laws of the State of Nevada under which it is organized. See Plan of Merger ("Plan") attached hereto as Exhibit A.

5. As to the undersigned domestic corporation, the total number of shares that voted for and against the Plan and, as to each class entitled to vote as a class, the number of shares of that class which voted for and against the Plan are as follows:

Name of Corporation; NEXUM, Inc.	
Class: Common	
Total Voted For	840,901
Total Voted Against	68,000

6. The effective date of the merger shall be the date

these Articles of Merger are filed with the Florida Department of State.

7. The surviving corporation, IGC, upon the effective date of the merger:

A. Agrees that it may be served with process in the State of Florida in any proceeding for the enforcement of any obligation of Nexum, the undersigned domestic corporation and in any proceeding for the enforcement of the rights of a dissenting shareholder of Nexum against the surviving corporation;

B. Irrevocably appoints the Secretary of State of Florida as its agent to accept service of process in any proceeding; and

C. Agrees that it will promptly pay to the dissenting shareholders of Nexum the amount, if any, to which they are entitled under the provisions of the Florida Business Corporation Act with respect to the rights of dissenting shareholders.

Dated this 31st day of May, 2002.

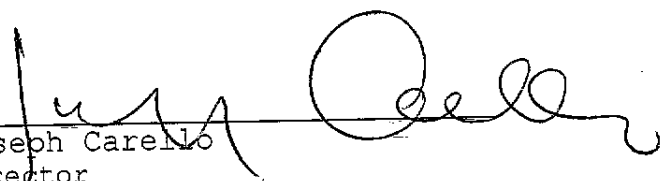
NEXUM, INC.

By


Audia Erman
Director

IMMUNO-GENIC CORPORATION

By


Joseph Carello
Director

PLAN OF MERGER

Plan of Merger dated May 1, 2002, between IMMUNO-GENIC CORPORATION ("IGC"), referred to as the Surviving Corporation and NEXUM, INC. ("NEXUM") referred to as the Absorbed Corporation.

R E C I T A L S

A. IGC is a corporation organized and existing under the laws of the State of Nevada with its principal office at 101 N. Woodland Blvd., Deland, Florida 32720 and is qualified to transact business as a foreign corporation in the State of Florida; and

B. IGC has a capitalization of 50,000,000 authorized shares of common stock, of which 24,641,000 are issued and outstanding.

C. NEXUM is a corporation organized and existing under the laws of the State of Florida with its principal office at P. O. Box 4177, Enterprise, Florida 32725.

D. NEXUM has a capitalization of 1,000,000 authorized shares of common stock, of which 978,350 shares are issued and outstanding; and

E. The Boards of Directors of the constituent corporations deem it desirable and in the best business interests of the respective corporations and their shareholders that NEXUM be merged into IGC pursuant to the provisions of Sections 607.1101, et seq. of the Florida

Business Corporation Act in order that the transaction qualify as a "reorganization" within the meaning of Section 368(a)(1)(A) of the Internal Revenue Code of 1986, as amended.

In consideration of the mutual covenants, and subject to the terms and conditions set forth below, the constituent corporations agree as follows:

Section One. Merger. NEXUN shall merge with and into IGC, which shall be the Surviving Corporation.

Section Two. Terms and Conditions. On the effective date of the Merger, the separate existence of NEXUM shall cease, and IGC shall succeed to all the rights, privileges, immunities, and franchises and all the property, real, personal, and mixed of the Absorbed Corporation, without the necessity for any separate transfer. The Surviving Corporation shall then be responsible and liable for all liabilities and obligations of the Absorbed Corporation, and neither the rights of creditors nor any liens on the property of the Absorbed Corporation shall be impaired by the Merger.

Section Three. Conversion of Shares. The manner and basis of converting the shares of the Absorbed Corporation into shares of common stock of the Surviving Corporation is as follows:

1. Each share of the common stock of NEXUM

(Absorbed Corporation) issued and outstanding on the effective date of the merger shall be converted into two (2) shares of common stock of IGC (Surviving Corporation), which shares of common stock of the Surviving Corporation shall then be issued and outstanding.

However, in no event shall fractional shares of the Surviving Corporation be issued.

2. The conversion shall be effected as follows: After the effective date of the Merger, each holder of certificates for shares of common stock in the Absorbed Corporation shall surrender them to the Surviving Corporation or its duly appointed agent, in the manner that the Surviving Corporation shall legally require. On receipt of the share certificates, the Surviving Corporation shall issue and exchange certificates for shares of common stock in the Surviving Corporation, representing the number of shares of stock to which the holder is entitled as provided above.

Section Four. *Changes in Articles of Incorporation.* The Articles of Incorporation of the Surviving Corporation, IGC, shall continue to be its

Articles of Incorporation following the effective date of the Merger.

Section Five. Changes in Bylaws. The Bylaws of the Surviving Corporation, IGC, shall continue to be its Bylaws following the effective date of the Merger.

Section Six. Directors and Officers. The directors and officers of the Surviving Corporation shall be as follows:

<u>Name</u>	<u>Title</u>	<u>Address</u>
Mary Brown Woodland Blvd. Florida 32720	President, Secretary, Director	101 N. Deland, Florida 32720
Joseph Carello Woodland Blvd. Florida 32720	Treasurer, Director	101 N. Deland, Florida 32720
William Kelly Bradford Webster Hill Road Florida 32784	Director	18414 Umatilla, Florida 32784
Louis S. McCann North Main Street	Director	1468 Mt. Pleasant, Tennessee 38474

Section Seven. Prohibited Transactions. Neither of the constituent corporations shall, prior to the effective date of the Merger, engage in any activity or transaction other than in the ordinary course of business,

except that the Absorbed and Surviving Corporations may take all action necessary or appropriate under the laws of the State of Florida and the State of Nevada to consummate this Merger.

Section Eight. *Approval of Shareholders.* This Plan of Merger shall be submitted for the approval of the shareholders of NEXUM in the manner provided for by the applicable laws of the State of Florida at the meeting to be held on or before May 31, 2002, or at such other time as to which the Boards of Directors of the constituent corporations may agree.

Section Nine. *Effective Date of Merger.* The effective date of this Merger shall be the date when Articles of Merger and this Plan of Merger are filed with the Florida Department of State.

Section Ten. *Abandonment of Merger.* This Plan of Merger may be abandoned by action of the Board of Directors of either the Surviving or the Absorbed Corporation at any time prior to the effective date of the Merger upon the happening of the following events:

(i) **IGC Abandonment Event.** This Plan of Merger may be terminated by IGC and the transactions contemplated hereby abandoned at any time prior to the effective date if NEXUM shall have failed to satisfy any of the following conditions unless these conditions

shall have become incapable of fulfillment or have been waived by IGC ("IGC Abandonment Event"):

- (a) This Agreement shall have been approved and adopted by the holders of more than fifty (50%) percent of the issued and outstanding shares of NEXUM common stock.
- (b) No statute, rule, regulation, executive order, decree, temporary restraining order, preliminary or permanent injunction or other order enacted, entered, promulgated, enforced or issued by any Governmental Authority or other legal restraint or prohibition preventing the Merger shall be in effect.
- (c) There shall not be pending or threatened by any Governmental Authority any suit, action or proceeding challenging or seeking to restrain or prohibit the Merger or seeking to obtain any material damages from IGC or any of its Affiliates in connection with the Merger or seeking to prohibit IGC from effectively controlling in any material respect the business or operations of NEXUM.
- (d) NEXUM shall have performed or complied in all material respects with all obligations and covenants required by the Merger Agreement to

be performed or complied with by NEXUM.

- (e) The representations and warranties of NEXUM made in the Plan of Merger and the Merger Agreement shall be true and correct in all material respects as of the effective date as though made as of that time, except to the extent they expressly relate to an earlier date, in which case they shall be true and correct in all material respects on and as of that earlier date.
- (f) NEXUM shall have delivered to IGC a certificate dated as of the effective date and signed by an authorized officer of NEXUM confirming that the conditions set forth in paragraph (e) above has been satisfied.
- (g) IGC shall be satisfied with the results of its due diligence investigation.
- (h) No NEXUM shareholder shall have filed a notice or election of dissenters' rights.
- (i) IGC shall have received a certificate of good standing of NEXUM from the Florida Department of State.
- (j) IGC shall be satisfied with the results of the UCC franchise tax and judgment lien search conducted on NEXUM.

- (k) No event shall have occurred, including but not limited to the commencement of litigation against NEXUM by or on behalf of one or more of its shareholders, that can reasonably be expected to have a material adverse effect.
- (l) All consents, authorizations, orders and approvals of (or filings or registrations with) any governmental commission, board or other regulatory body (domestic or foreign) required in connection with the execution, delivery and performance of this Plan of Merger shall have been obtained or made, except for filing of this Plan of Merger, the Articles of Merger and any other documents required to be filed on or after the effective date and except where the failure to have obtained or made any such consent, authorization, order, approval, filing or registration would not have a material adverse effect following the effective date. All consents required from third parties in order for NEXUM to consummate the transaction shall have been obtained.

(ii) NEXUM Termination Event. This Merger may be terminated by NEXUM and the transactions contemplated

hereby abandoned at any time prior to the Closing if IGC shall have failed to satisfy any of the following conditions unless these conditions shall have become incapable of fulfillment or have been waived by NEXUM:

- (a) IGC shall have performed or complied in all material respects with all obligations and covenants required by this Plan of Merger and the Merger Agreement to be performed or complied with by IGC. IGC shall have delivered to NEXUM a certificate dated as of the effective date and signed by an authorized officer of IGC confirming the foregoing.
- (b) The representations and warranties of IGC made in this Plan of Merger and the Merger Agreement shall be true and correct in all material respects as of the effective date as though made as of that time, except to the extent they expressly relate to an earlier date, in which case they shall be true and correct in all material respects on and as of that earlier date.

Section Eleven. Execution of Agreement. This Plan of Merger may be executed in any number of counterparts, and each counterpart shall constitute an


original instrument.

Executed on behalf of the parties by the officers,
sealed with their corporate seals, and attested by their
respective secretaries pursuant to the authorization of
their respective Boards of Directors on the date first above
written.

IMMUNO-GENIC CORPORATION

[Corporate Seal]

By



JOSEPH CARELLO, Director

Treasurer
Attest:

NEXUM, INC.

[Corporate Seal]

By


Audia Erman, Director

Attest:
