

J23297

ARTICLES OF MERGER
Merger Sheet

MERGING:

VERMAX OF FLORIDA, INC., a Florida corporation, J23297

INTO

VERMAX, INC.. an Utah corporation not qualified in Florida

File date: July 30, 1997

Corporate Specialist: Darlene Connell

417330.001(B&F)

LAW OFFICES

BALLARD SPAHR ANDREWS & INGERSOLL

ONE UTAH CENTER - SUITE 1200
201 SOUTH MAIN STREET
SALT LAKE CITY, UTAH 84111-2215
(801) 531-3000
FAX: (801) 531-3001
LAWYERS@BALLARDSPAHR.COM

J23297

PHILADELPHIA, PA
BALTIMORE, MD
CAMDEN, NJ
DENVER, CO
HARRISBURG, PA
WASHINGTON, DC

July 30, 1997

WILLIAM D. MARSH
DIRECT DIAL 801-531-3030
MARSH@BALLARDSPAHR.COM

800002253178--6
-07/30/97--01114--015
*****122.50 *****122.50

State of Florida
Division of Corporations
P.O. Box 6327
Tallahassee, Florida 32314

RE: VERMAX OF FLORIDA, INC.

Dear Sir/Madam:

Enclosed for filing are Articles of Merger merging Vermax of Florida, Inc. (a Florida Corporation) with and into Vermax, Inc. (a Utah Corporation), with Vermax, Inc. being the surviving corporation. The Agreement and Plan of Merger as been appended to the Articles of Merger. Shareholder approval was obtained for both corporations.

Also enclosed is a check in the amount of \$122.50. This comprises the filing fee in the amount of \$70.00 (\$35.00 for each corporation involved in the merger) and the \$52.50 fee for return of certified copy.

Please do not hesitate to contact me should you require additional information.

Sincerely,

William D. Marsh
William D. Marsh

FILED
97 JUL 30 PM 1:13
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

WDM/sf

enclosures

Merger
08-06-97
DC

**ARTICLES OF MERGER
BETWEEN
VERMAX OF FLORIDA, INC.
AND
VERMAX, INC.**

97 JUL 30 PM 1:13
FILED
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

Pursuant to the provisions of Chapters 607.1101 to 607.1107 of the Florida Business Corporation Act, Vemax of Florida, Inc., a Florida corporation ("VOF"), and Vemax, Inc. a Utah corporation incorporated July 3, 1997 ("Vemax"), hereby adopt the following Articles of Merger:

ARTICLE ONE

The names of the corporations proposing to merge and the names of the states under the law of which such corporations are organized are as follows:

NAME OF CORPORATION

STATE OF INCORPORATION

Vemax, Inc. ("Vemax")

Utah

Vemax of Florida, Inc. ("VOF")

Florida

ARTICLE TWO

The corporate laws of the state of Florida permit such a merger.

ARTICLE THREE

Vemax shall be the surviving corporation and it shall be governed by the laws of the State of Utah. The current Articles of Incorporation of Vemax shall be the Articles of Incorporation of the surviving corporation. The current Bylaws of Vemax shall be the Bylaws of the surviving corporation.

ARTICLE FOUR

VOF does not maintain a physical presence in the State of Florida and does not own any interest in real estate in the State of Florida. The address of the registered office of VOF is 958 West 3265 South, Salt Lake City, Utah 84119.

ARTICLE FIVE

The principal offices of Vermax are located in Salt Lake City, County of Salt Lake, State of Utah. Vermax is a Utah corporation and is not registered or qualified to do business in the State of Florida. Vermax owns no interest in real estate in the State of Florida.

ARTICLE SIX

Attached hereto as Exhibit A is a copy of the Agreement and Plan of Merger, dated July 29, 1997 (the "Plan") by and among Vermax and VOF. The terms and conditions of the Plan were advised, authorized, adopted and approved by resolutions of the Board of Directors of both corporations in the manner prescribed by Utah and Florida law, have been recommended by the respective Board of Directors of each corporation to the sole shareholder of each corporation and have been submitted by the respective Board of Directors to the sole shareholder of each corporation for their approval.

ARTICLE SEVEN

Vermax has 1,000 common shares authorized, \$0.01 par value, and 100 common share issued and outstanding and entitled to vote on the Plan. VOF has 7,500 common shares authorized, \$0.01 par value, 2000 common shares issued and outstanding and entitled to vote on the Plan. The sole shareholder of Vermax approved the terms of the Plan, with 100 common shares voted in favor of the merger. The sole shareholder of VOF approved the terms of the Plan, with 2,000 common

shares voted in favor of the merger. Each of these votes represented sufficient shares of each corporation to approve such merger.

ARTICLE EIGHT


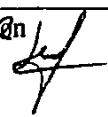
Upon the Effective Date, VOF shall be merged into Vermax; and, thereupon, Vermax shall possess any and all purposes and powers of VOF; and all leases, licenses, property, rights, privileges, and powers of whatever nature and description of VOF shall be transferred to, vested in and devolved upon Vermax, without further act or deed, subject to all of the debts and obligations of VOF.

ARTICLE NINE

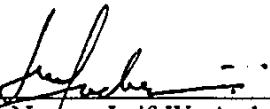

These Articles of Merger shall become effective on the date of the acceptance of the Article of Merger for filing in both Utah and Florida (the "Effective Date").

IN WITNESS WHEREOF, these Articles of Merger have been duly executed by the parties hereto this 29 day of July 1997.

VERMAX OF FLORIDA, INC.,
a Florida Corporation

By 
Name: Leif W. Andersen
Its: President 

VERMAX, INC.,
a Utah Corporation

By 
Name: Leif W. Andersen
Its: President 

AGREEMENT AND PLAN OF MERGER

This Agreement and Plan of Merger entered into this 29 day of July, 1997 (the "Agreement"), by and among Vermax, Inc., a Utah corporation ("Vermax"), and Vermax of Florida, Inc., a Florida corporation ("VOF").

WHEREAS, the authorized capital stock of Vermax consists of 1,000 common shares, \$.01 par value, of which 100 shares are issued and outstanding (the "Vermax Shares"); and

WHEREAS, the authorized capital stock of VOF consists of 7,500 common shares, \$1.00 par value, of which 2,000 shares are issued and outstanding (the "VOF Shares"); and

WHEREAS, Vermax and VOF are each a wholly owned subsidiary of Vermax Industries, Inc. ("Vermax Industries"); and

WHEREAS, the parties deem it advisable and in the best interests of such corporations and their shareholders that VOF be merged with and into Vermax and desire to state herein the terms and conditions of such merger and the mode of carrying the same into effect.

NOW, THEREFORE, in consideration of the premises and the mutual agreements herein contained, and other good and valuable consideration, the receipt of which is hereby acknowledged, the parties hereto agree as follows:

1. Effective Time. This Agreement shall be executed and acknowledged in accordance with the provisions of the both the Utah Revised Business Corporation Act and the Florida Business Corporation Act and shall be filed with the both Department of Commerce, Division of Corporations and Commercial Code of the State of Utah and the State Department of Florida. The merger contemplated by this Agreement shall become effective, and the term "Effective Date" shall mean, the date of acceptance of the Articles of Merger in Utah and Florida.

2. Merger. At the Effective Date, VOF shall be merged with and into Vermax and the separate corporate existence of VOF shall cease. Vermax shall be and is hereinafter sometimes referred to as the "Surviving Corporation." The Surviving Corporation shall be governed by the laws of the State of Utah.

3. Articles of Incorporation and Bylaws of the Surviving Corporation. At the Effective Date, the Articles of Incorporation and the Bylaws of Vermax as existing immediately prior the Effective Date shall be the Articles of Incorporation and Bylaws of the Surviving Corporation.

4. Cancellation of Shares. At the Effective Date, the VOF Shares, representing all of the issued and outstanding shares of common stock of VOF, shall be cancelled.

5. Further Assurances. Vermax and VOF agree that if, at any time after the Effective Date, any further deeds, assignments or assurances shall be necessary or desirable to vest, perfect or confirm in the Surviving Corporation title to any property or rights of VOF, the Surviving Corporation and its proper officers and directors may execute and deliver in the name of VOF all such deeds, assignments and assurances deemed by the Surviving Corporation to be necessary or desirable to vest, perfect or confirm in the Surviving Corporation title to and possession of all VOF property, rights, privileges, immunities, powers, purposes and franchises, and otherwise to carry out the purpose of this Agreement.

6. Effect of Merger. The effect of this merger shall be as described in Section 16-10a-1106 of the Utah Revised Business Corporation Act.

7. Continuity of Business. All corporate acts, plans, policies, approvals and authorizations of VOF, its shareholders, Board of Directors, committees elected or appointed by the Board of Directors, officers and agents, which were valid and effective immediately prior to the Effective Date, shall be, for all purposes, the acts, plans, policies, approvals and authorizations of Vermax and shall be as effective and binding thereon as they were on VOF. The employees of VOF shall become the employees of Vermax and continue to be entitled to the same rights and benefits they enjoyed as employees of VOF.

8. Amendments. This Agreement may be amended with the approval of the boards of directors of the parties at any time before the merger.

9. Extension, Waiver and Abandonment. At any time prior to the Effective Date, the board of directors of either party hereto may (a) extend the time for the performance of any of the obligations or other acts of the other parties hereto, (b) waive any inaccuracies in the representations and warranties of the other party contained herein or in any document or instrument delivered pursuant hereto, and (c) waive compliance by the other party with any of the agreements or conditions contained herein. Any such extension or waiver by a party shall be valid only if set forth in an instrument in writing duly executed and delivered on behalf of such party.

10. Abandonment of Merger. Despite anything herein or elsewhere set forth, this Agreement may be terminated and abandoned before it becomes effective by the appropriate vote of the board of directors of either Vermax or VOF. In the event of such termination and abandonment, notice thereof shall be given to the other corporation and thereupon this Agreement shall become wholly void and of no force or effect and there shall be no liability on the part of either corporation or their respective directors or shareholders.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed
on the date and year first above written.

VERMAX OF FLORIDA, INC.

By [Signature]
Its President

By [Signature]
Its Secretary

VERMAX, INC.

By [Signature]
Its President

By Kish Mathew
Its Secretary