



M38054

Wednesday, December 23, 1998

Division of Corporations
P.O. Box 6327
Tallahassee, FL 32314

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-01/04/99--01069--011
*****86.75 *****86.75

Re: Articles of Merger

Dear Division of Corporations:

Enclosed please find the original Articles of Merger for Amedex Worldwide Corporation (the surviving corporation) and Amedex International Corporation (the merging corporation), both Florida corporations. Furthermore, enclosed please find check made payable to the Florida Department of State in the amount of \$86.75 (\$35.00 filing fee for each corporation plus certified copies at \$8.75 for the first 8 pages and \$1 for each additional page) as payment for the filing fee for the enclosed documents and for certified copies of same.

Please file the enclosed documents and return to us a date-stamped certified copy of same. Thank you.

Very Truly Yours,


EDWARD ALMEIDA, ESQ.
General Counsel

Encls. (as noted)
cc: Clifford M. Kolber
F:\EEA\CORRES\DIVCORP4.DOC

Merger

VS JAN 14 1999

INTERNATIONAL HEADQUARTERS

7001 Southwest 97th Avenue • Miami, Florida 33173 • Telephone (305) 275-1400 • Fax (305) 275-8484 • Internet: amedex@amedex.com

ARTICLES OF MERGER
Merger Sheet

MERGING:

AMEDEX INTERNATIONAL CORPORATION, a Florida corporation, K16953

INTO

AMEDEX WORLDWIDE CORPORATION, a Florida corporation, M38054

File date: January 4, 1999

Corporate Specialist: Velma Shepard

ARTICLES OF MERGER

Pursuant to the provisions of Chapter 607, Florida Statutes, the undersigned corporations adopt the following Articles of Merger, subject to the approval of the Insurance Commissioner of the State of Florida and of the Florida Department of State:

FILED
99 JAN -4 AM 11:22
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

- FIRST: The name and jurisdiction of the surviving corporation is : AMEDEX WORLDWIDE CORPORATION, a Florida Corporation.
- SECOND: The name and jurisdiction of the merging corporation is: AMEDEX INTERNATIONAL CORPORATION, a Florida Corporation.
- THIRD: The Agreement of Merger is attached hereto and made a part hereof by reference.
- FOURTH: The merger shall become effective on the 31st day of December, 1998.
- FIFTH: The Agreement of Merger was approved and adopted by the Directors of the surviving corporation, AMEDEX WORLDWIDE CORPORATION on the 25th day of November, 1998 and by the Shareholders of the surviving corporation on the 9th day of December, 1998.
- SIXTH: The Agreement of Merger was approved and adopted by the Directors of the merging corporation, AMEDEX INTERNATIONAL CORPORATION on the 25th day of November, 1998 and by the Shareholders of the merging corporation on the 9th day of December, 1998.

DATED: December 22, 1998.

**AMEDEX WORLDWIDE
CORPORATION,**
a Florida corporation

By: 

MICHAEL L. CARRICARTE
President

(Corp. Seal)

**AMEDEX INTERNATIONAL
CORPORATION,**
a Florida Corporation

By: 

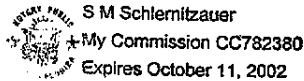
EDWARD ALMEIDA, ESQ.
General Counsel, under authority
vested in me by written action of the
Board of Directors of the Company
dated November 1, 1998.

(Corp. Seal)

STATE OF FLORIDA)
):SS
COUNTY OF MIAMI-DADE)

Before me, a notary public in and for the county and state aforesaid, personally appeared MICHAEL L. CARRICARTE, as President of Amedex Worldwide Corporation, a Florida corporation, who is personally known to me, and who acknowledged that he executed the foregoing Articles of Merger on behalf of said corporation pursuant to authority vested in him by the corporation.

Witness my hand and official seal, at office in the county and state aforesaid, this 22nd day of December, 1998.




Notary Public, State of Florida at Large

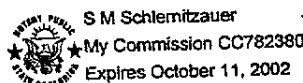
S. M. Schlernitzauer
Print Notary Public's Name

My commission no.: CC 782380
My commission expires: 10/11/02

STATE OF FLORIDA)
):SS
COUNTY OF MIAMI-DADE)

Before me, a notary public in and for the county and state aforesaid, personally appeared EDWARD ALMEIDA, ESQ., as General Counsel of Amedex International Corporation, a Florida corporation, who is personally known to me, and who acknowledged that he executed the foregoing Articles of Merger on behalf of said corporation pursuant to authority vested in him by the corporation.

Witness my hand and official seal, at office in the county and state aforesaid, this 22nd day of December, 1998.




Notary Public, State of Florida at Large

S. M. Schlernitzauer
Print Notary Public's Name

My commission no.: CC 782380
My commission expires: 10/11/02

AGREEMENT OF MERGER
AMEDEX INTERNATIONAL CORPORATION
INTO
AMEDEX WORLDWIDE CORPORATION

THIS AGREEMENT OF MERGER (hereinafter referred to as "Agreement"), dated the 7th day of December, 1998 by and between AMEDEX INTERNATIONAL CORPORATION, a Florida corporation (hereinafter referred to as "Amedex International"), and AMEDEX WORLDWIDE CORPORATION, a Florida corporation (hereinafter referred to as "Amedex Worldwide") (said corporations hereinafter collectively referred to as "Constituent Corporations"),

WITNESSETH:

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

WHEREAS, the authorized capital stock of Amedex International consists of 200 shares of Common Stock, par value \$5.00 per share, of which 200 shares are outstanding; and

WHEREAS, the authorized capital stock of Amedex Worldwide consists of 200 shares of Common Stock, par value \$5.00 per share, of which 200 shares are outstanding; and

WHEREAS, the Boards of Directors of the Constituent Corporations deem it advisable for the general welfare and advantage of the Constituent Corporations and their respective shareholders that the Constituent Corporations merge into a single corporation pursuant to this Agreement, and the Constituent Corporations respectively desire to so merge pursuant to this Agreement and pursuant to the applicable provisions of the laws of the State of Florida;

Now, therefore, in consideration of the premises and of the mutual agreements herein contained, the parties hereby agree, in accordance with the applicable provisions of the laws of the State of Florida, that the Constituent Corporations shall be merged into a single corporation, to wit: Amedex Worldwide Corporation, a Florida corporation, one of the Constituent Corporations, which is not a new corporation, and which shall continue its corporate existence and be the corporation surviving the merger (said corporation hereinafter referred to as the "Surviving Corporation"), and the terms and conditions of the merger hereby agreed upon (hereinafter referred to as the "Merger") which the parties covenant to observe, keep and perform and the mode of carrying the same into effect are and shall be as hereafter set forth:

ARTICLE I

Effective Time of the Merger

At the effective time of the Merger, the separate existence of Amedex International shall cease and Amedex International shall be merged into the Surviving Corporation. Consummation of this Agreement shall be effected on the 31st day of December, 1998.

ARTICLE II

Governing Law; Certificate of Incorporation

The laws which are to govern the Surviving Corporation are the laws of the State of Florida. The Certificate of Incorporation of Amedex International, as heretofore amended, shall, at the effective time of the Merger, be amended if necessary, and as so amended shall remain in effect thereafter until the same shall be further amended or altered in accordance with the provisions thereof.

ARTICLE III

By - Laws

The By-Laws of Amedex Worldwide at the effective time of the Merger shall be the By-Laws of the Surviving Corporation until the same shall be altered or amended in accordance with the provisions thereof.

ARTICLE IV

Directors and Officers

The Directors of Amedex International at the effective time of the Merger shall be directors of the Surviving Corporation until their respective successors are duly elected by law of the Surviving Corporation. The officers of Amedex International at the effective time of the Merger shall not be officers of the Surviving Corporation unless they were officers of the surviving corporation prior to the effective date of the Merger.

ARTICLE V

Conversion of Shares in the Merger

The mode of carrying into effect the Merger provided in this Agreement, and the manner and basis of converting the shares of the Constituent Corporations into shares of the Surviving Corporation are as follows:

1. Amedex Worldwide's Common Stock. Each share of Common Stock, par value \$5.00 per share, of Amedex Worldwide issued at the effective time of the Merger shall be converted into and become one-half share of common stock, par value \$5.00 of the Surviving Corporation. Each issued share of Amedex Worldwide Common Stock held in its treasury at the effective time of the merger shall be canceled and shall not be converted.

2. Amedex International's Common Stock. At the effective time of the Merger, each share of Common Stock, par value \$5.00 per share, of Amedex International issued and outstanding shall be converted into and become one-half share of Common Stock, par value \$5.00 per share (hereafter called the "Common Stock") of the Surviving Corporation upon surrender to the Surviving Corporation of one or more stock certificates of the common stock of Amedex International for cancellation. Each issued share of Amedex Worldwide common stock held in its treasury at the effective time of the merger shall be canceled and shall not be converted.

3. Surrender of Amedex International and Amedex Worldwide Certificates. As soon as practicable after the Merger becomes effective, the stock certificates representing common stock of Amedex International and Amedex Worldwide issued and outstanding at the time the Merger becomes effective shall be surrendered for exchange to the Surviving Corporation as above provided. Until so surrendered for exchange, each such stock certificate nominally representing Common Stock of Amedex International and Amedex Worldwide shall be deemed for all corporate purposes (except for the payment of dividends, which shall be subject to the exchange of stock certificates as above provided) to evidence the ownership of the number of shares of common stock of the Surviving Corporation which the holder thereof would be entitled to receive upon its surrender to the Surviving Corporation.

4. Status of Common Stock. All shares of Common Stock of the Surviving Corporation into which shares of Common Stock of Amedex International and Amedex Worldwide are converted as herein provided shall be fully paid and non-assessable and shall be issued in full satisfaction of all rights pertaining to such shares of Common Stock of Amedex International and Amedex Worldwide.

ARTICLE VI

Effect of the Merger

At the effective time of the Merger, the Surviving Corporation shall succeed to, without other transfer, and shall possess and enjoy, all the rights, privileges, immunities, powers and franchises both of a public and a private nature, and be subject to all the restrictions, disabilities and duties of each of the Constituent Corporations and all the rights, privileges, immunities, powers and franchises of each of the Constituent Corporations and all property, real, personal and mixed, and all debts due to either of said Constituent Corporations on whatever account, for stock subscriptions as well as for all other things in action or belonging to each of said corporations, shall be vested in the Surviving Corporation; and all property, rights, privileges, immunities, powers and franchises, and all and every other interest shall be thereafter as effectually the property of the Surviving Corporation as they were of the Respective Constituent Corporations,

and the title to any real estate vested by deed or otherwise in either of said Constituent Corporations shall not revert or be in any way impaired by reason of the Merger; provided, however, that all rights of creditors and all liens upon any property of either of said Constituent Corporations shall be preserved unimpaired, limited in lien to the property affected by such liens at the effective time of the Merger, and all debts, liabilities and duties of said Constituent Corporations, respectively, shall thenceforth attach to the Surviving Corporation and may be enforced against it to the same extent as if said debts, liabilities and duties had been incurred or contracted by the Surviving Corporation.

ARTICLE VII

Accounting Matters

The assets and liabilities of the Constituent Corporations as at the effective time of the merger, shall be taken up on the books of the Surviving Corporation at the amounts at which they shall be carried at that time on the books of the respective Constituent Corporations. The amount of capital of the Surviving Corporation after the Merger shall be equal to the sum of the aggregate amount of the par value of the Common Stock to be issued in the Merger and of the aggregate par value of the Common Stock that will remain issued upon the Merger. The surplus of the Surviving Corporation after the Merger, including any surplus arising in the Merger, shall be available to be used for any legal purposes for which surplus may be used.

ARTICLE VIII

Approval of Shareholders; Filing of Certificate of Merger

This agreement shall be submitted to the shareholders of each of the Constituent Corporations as provided by law and their respective certificates of incorporation at meetings which shall be held on or before December 9, 1998, or such later date as the Boards of Directors of the Constituent Corporations shall mutually approve. The respective designations and numbers of shares of each class of capital stock of the Constituent Corporations outstanding on the date hereof and a statement as to the shares of each class of capital stock of the Constituent Corporations entitled to vote upon the adoption and approval of the Merger are set forth in Exhibit "A" attached hereto. After such adoption and approval, and subject to the conditions contained in this Agreement, Articles of Merger shall be executed and delivered to the Secretary of State of Florida for filing as provided by Florida Law.

ARTICLE IX

Amedex Worldwide's Representations and Warranties

Amedex Worldwide represents and warrants to Amedex International as follows:

1. Organization, etc. Amedex Worldwide is a corporation duly organized, validly existing and in good standing under the laws of the State of Florida and has corporate power to carry on its business as it is now being conducted.

2. Capitalization. Amedex Worldwide's capitalization consists of 200 authorized shares of Common Stock (par value \$5.00 per share), of which 200 shares are issued and outstanding as of the date hereof. Each issued share is validly issued, fully paid, nonassessable and each outstanding share is entitled to one vote.

3. Financial Statements. Amedex Worldwide has delivered to Amedex International copies of its most recent balance sheets and related statement of earnings and retained earnings for the fiscal year then ended. All of such financial statements are true and complete and have been prepared in accordance with generally accepted accounting principals consistently followed throughout the periods indicated.

4. Shares to be Issued. All shares of Common Stock of the Surviving Corporation into which the Common Stock of Amedex Worldwide is to be converted will be, immediately after the effective time of the Merger, duly and validly authorized and issued and fully paid and non-assessable, and no stockholder of Amedex Worldwide will have any preemptive right of subscription or purchase in respect thereof.

5. Further warranties and representations:

(a) Amedex Worldwide has, and on the closing date will have, good and marketable title in fee simple to all lands and buildings shown as assets in its records and books of account, free and clear of all liens, encumbrances and charges except as reflected in the aforesaid financial statement and except for current taxes and assessments not delinquent and liens, encumbrances and charges shown in its records and books of account which are not substantial in character or amount, and do not materially detract from the value or interfere with the use of the properties subject thereto or affected thereby. Amedex Worldwide has, and on the closing date will have, valid leases for all real property of which it is lessor, and Amedex Worldwide has no knowledge of any default under any such leases.

(b) Amedex Worldwide has, and on the closing date will have, good and marketable title of the machinery, equipment, merchandise, materials, supplies and other property of every kind, tangible or intangible, contained in its facilities or shown as assets in its records and books of account, free and clear of all liens, encumbrances and charges except as reflected in the aforesaid financial statements and except for liens, encumbrances and charges, if any, which do not materially detract from the value of or interfere with the use of the properties subject thereto or affected thereby.

(c) All taxes imposed by the U.S. or by any foreign country or by any state, municipality, subdivision or instrumentality of the U.S. or of any foreign country or by any other taxing authority, which are due or payable by Amedex Worldwide, have been paid in full or are

adequately provided for by reserves shown in the records and books of account of Amedex Worldwide and will be so paid or provided for on the closing date.

6. Proxy Statement Information. The information provided and to be provided by Amedex Worldwide to Amedex International for use in the proxy statement to be used by Amedex International in connection with the Merger does not and will not contain any statement which, at the time and in the light of the circumstances under which it is made, is false or misleading with respect to any material fact, and does not and will not omit to state any material fact necessary in order to make the statements therein not false or misleading.

7. Litigation and Proceedings. There is no suit, action or legal or administrative proceeding pending, or to the knowledge of Amedex Worldwide threatened, against it or any of its consolidated subsidiaries, which, if adversely determined, might materially and adversely affect the financial condition of Amedex Worldwide and its consolidated subsidiaries or the conduct of their businesses nor is there any decree, injunction or order of any court, government department or agency outstanding against Amedex Worldwide or any of its consolidated subsidiaries having any such effect.

8. Material Contracts. Amedex Worldwide is not in default in any material respect under the terms of any material outstanding contract, agreement, lease or other commitment.

9. No Conflict With Other Instruments. At the effective time of the Merger, the consummation of the transactions contemplated by this Plan will not result in the breach of any term or provision of or constitute a default under any indenture, mortgage, deed of trust or other material agreement or instrument to which Amedex Worldwide or any of its subsidiaries is a party.

10. Governmental Authorizations. Amedex Worldwide's licenses, franchises, permits and other governmental authorizations are valid and sufficient for all businesses presently carried on by Amedex Worldwide.

ARTICLE X

Amedex International's Representations and Warranties

Amedex International represents and warrants to Amedex Worldwide as follows:

1. Organization. Amedex International is a corporation duly organized, validly existing and in good standing under the laws of the State of Florida and has corporate power to carry on its business as it is now being conducted.

2. Capitalization. Amedex International's capitalization consists of 200 authorized shares of Common Stock (par value \$5.00 per share), of which, as of the date hereof, 200 shares are issued and outstanding and no shares are issued but are not outstanding and are held in

Amedex International's treasury. Each issued share is validly issued, fully paid, non-assessable and each outstanding share is entitled to one vote.

3. Financial Statements. Amedex International has delivered to Amedex Worldwide copies of its most recent balance sheets and related statement of earnings and retained earnings for the fiscal year then ended. All of such financial statements are true and complete and have been prepared in accordance with generally accepted accounting principals consistently followed throughout the periods indicated.

4. Shares to be Issued. All shares of Common Stock of the Surviving Corporation into which the Common Stock of Amedex International is to be converted will be, immediately after the effective time of the Merger, duly and validly authorized and issued and fully paid and non-assessable, and no stockholder of Amedex International will have any preemptive right of subscription or purchase in respect thereof.

5. Further warranties and representations:

(a) Amedex International has, and on the closing date will have, good and marketable title in fee simple to all lands and buildings shown as assets in its records and books of account, free and clear of all liens, encumbrances and charges except as reflected in the aforesaid financial statement and except for current taxes and assessments not delinquent and liens, encumbrances and charges shown in its records and books of account which are not substantial in character or amount, and do not materially detract from the value or interfere with the use of the properties subject thereto or affected thereby. Amedex International has, and on the closing date will have, valid leases for all real property of which it is lessor, and Amedex International has no knowledge of any default under any such leases.

(b) Amedex International has, and on the closing date will have, good and marketable title of the machinery, equipment, merchandise, materials, supplies and other property of every kind, tangible or intangible, contained in its facilities or shown as assets in its records and books of account, free and clear of all liens, encumbrances and charges except as reflected in the aforesaid financial statements and except for liens, encumbrances and charges, if any, which do not materially detract from the value of or interfere with the use of the properties subject thereto or affected thereby.

(c) All taxes imposed by the U.S. or by any foreign country or by any state, municipality, subdivision or instrumentality of the U.S. or of any foreign country or by any other taxing authority, which are due or payable by Amedex International, have been paid in full or are adequately provided for by reserves shown in the records and books of account of Amedex International and will be so paid or provided for on the closing date.

6. Proxy Statement Information. The information provided and to be provided by Amedex International to Amedex Worldwide for use in the proxy statement to be used by Amedex Worldwide in connection with the Merger does not and will not contain any statement which, at the time and in the light of the circumstances under which it is made, is false or

misleading with respect to any material fact, and does not and will not omit to state any material fact necessary in order to make the statements therein not false or misleading.

7. Litigation and Proceedings. There is no suit, action or legal or administrative proceeding pending, or to the knowledge of Amedex International threatened, against it or any of its consolidated subsidiaries, which if adversely determined, might materially and adversely affect the financial condition of Amedex International and its consolidated subsidiaries or the conduct of their businesses nor is there any decree, injunction or order of any court, governmental department or agency outstanding against Amedex International or any of its consolidated subsidiaries having any such effect.

8. Material Contracts. Amedex International is not in default in any material respect under the terms of any material outstanding contract, agreement, lease or other commitment.

9. No Conflict With Other Instruments. At the effective time of the Merger, the consummation of the transactions contemplated by this Plan will not result in the breach of any term or provision of or constitute a default under any indenture, mortgage, deed of trust or other material agreement or instrument to which Amedex International is a party.

10. Governmental Authorizations. Amedex International's licenses, franchises, permits and other governmental authorizations are valid and sufficient for all businesses presently carried on by Amedex International.

ARTICLE XI

Conduct of Businesses Pending the Merger

From and after the date of this Agreement and prior to the effective time of the Merger, neither of the Constituent Corporations will, without the prior written consent of the other:

(a) amend its Certificate of Incorporation or By-Laws except, in the case of Amedex International, as may be necessary to enable it to carry out the provisions of this Agreement;

(b) engage in any material activity or transaction or incur any material obligation (by contract or otherwise) except in the ordinary course of business;

From and after the date of this Agreement and prior to the effective time of the Merger, the constituent corporations will use their best efforts to preserve their business organizations; to keep available to each other the services of each others present officers and employees; and to preserve for each other the goodwill of each others suppliers, customers and others having business relations with any of them. During the same period, Amedex International will not put into effect any material increase in the compensation or other benefits applicable to officers or other key personnel.

ARTICLE XII

Conditions Precedent; Termination; General Provisions

1. Conditions Precedent to Amedex International's Obligation. The obligation of Amedex International's to effect the Merger shall be subject to the following conditions (which may be waived in writing by Amedex International):

a. The representations and warranties of Amedex Worldwide herein contained shall be true as of and at the effective time of the Merger with the same effect as though made at such time; Amedex Worldwide shall have performed all obligations and complied with all covenants required by this Agreement to be performed or complied with by it prior to the effective time of the Merger; and Amedex Worldwide shall have delivered to Amedex International a certificate, dated the effective date of the Merger and signed by its Chairman of the Board, President, and its Secretary.

b. No material change in the corporate status, businesses, operations or financial condition of Amedex Worldwide shall have occurred since the date hereof (whether or not covered by insurance), other than changes in the ordinary course of business, none of which has been materially adverse in relation to Amedex Worldwide, taken as a whole and no other event or condition of any character shall have occurred or arisen since that date which shall have materially and adversely affected the corporate status, businesses, operations or financial condition of Amedex Worldwide, taken as a whole.

c. Amedex International shall have received such written consent and confirmations (or opinions of counsel to the effect that such consents or confirmations are not required), as it may reasonably request to the effect that the Surviving Corporation will succeed upon consummation of the Merger to all of Amedex Worldwide's right, title and interest in and to its material contracts, agreements, leases and other commitments and that the Surviving Corporation shall possess and enjoy all material licenses, franchises, permits and other governmental authorizations possessed by Amedex Worldwide at the date hereof.

d. Any and all permits, approvals and other action of the Commissioner of Insurance of the State of Florida and of any other jurisdiction or authority required in the opinion of counsel for Amedex International for the lawful consummation of the Merger shall have been obtained, and no such permit, approval or other action shall contain any provision which in the judgment of Amedex International shall be burdensome.

2. Conditions Precedent to Amedex Worldwide's Obligation. The obligation of Amedex Worldwide to effect the Merger shall be subject to the following conditions (which may be waived in writing by Amedex Worldwide):

a. The representations and warranties of Amedex International herein contained shall be true as of and at the effective time of the Merger with the same effect as though made at such time; Amedex International shall have performed all obligations and complied with

all covenants required by this Agreement to be performed or complied with by it prior to the effective time of the Merger; and Amedex International shall have delivered to Amedex Worldwide a certificate, dated the effective date of the Merger and signed by its Chairman of the Board, President, and its Secretary, to both such effects.

b. No material change in the corporate status, businesses, operations or financial condition of Amedex International and its consolidated subsidiaries shall have occurred since the date hereof (whether or not covered by insurance), other than changes in the ordinary course of business, and no other event or condition of any character shall have occurred or arisen since that date which shall have materially and adversely affected the corporate status, businesses, operating or financial condition of Amedex International, taken as a whole.

c. Amedex Worldwide shall have received such written consent and confirmations (or opinions of counsel to the effect that such consents or confirmations are not required), as it may reasonably request to the effect that the Surviving Corporation will succeed upon consummation of the Merger to all of Amedex International's right, title and interest in and to its material contracts, agreements, leases and other commitments and that the Surviving Corporation shall possess and enjoy all material licenses, franchises, permits and other governmental authorizations possessed by Amedex Worldwide at the date hereof.

d. Any and all permits, approvals and other action of the Commissioner of Insurance of the State of Florida and of any other jurisdiction or authority required in the opinion of counsel for Amedex Worldwide for the lawful consummation of the Merger shall have been obtained, and no such permit, approval or other action shall contain any provision which in the judgment of Amedex Worldwide shall be burdensome.

3. Amendments. Any of the terms or conditions of this Agreement may be modified or waived at any time before the effective time of the Merger by the party which is, or the shareholders of which are, entitled to the benefit thereof upon the authority of the Board of Directors of such party, provided that any such modification or waiver shall in the judgment of the party making it not affect substantially or materially and adversely the benefits to such party or its shareholders intended under this Agreement.

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IN WITNESS WHEREOF, this Agreement has been signed by a majority of the directors of each of the Constituent Corporations and each of the Constituent Corporations has caused its corporate seal to be hereunto affixed and attested by the signature of its President and/or Secretary, all as of the day and year first above written.

AMEDEX INTERNATIONAL CORPORATION

(Corporate Seal)


MICHAEL A. CARRICARTE,
Chairman of the Board

Attest:


ANNE-LOUISE KARDONSKI,

President- **EDWARD ALMEIDA ESQ.** (PURSUANT TO AUTHORITY VESTED BY CORPORATE WRITTEN
GENERAL COUNSEL ACTION OF THE DIRECTORS DATED NOVEMBER 1, 1998)

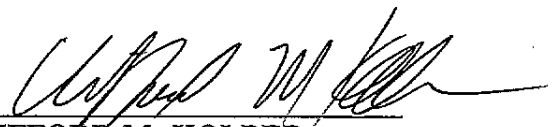
AMEDEX WORLDWIDE CORPORATION

(Corporate Seal)


MICHAEL A. CARRICARTE,
Chairman of the Board


MICHAEL L. CARRICARTE
Director

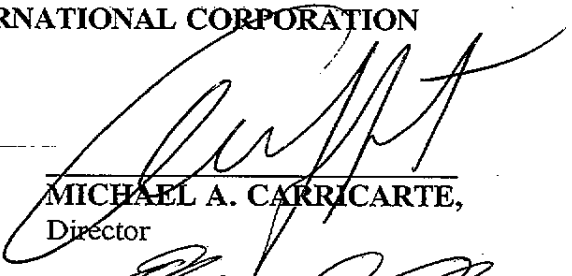
Attest:



CLIFFORD M. KOLBER,
Secretary

The foregoing Plan and Agreement of Merger, having been duly executed by a majority of the directors of Amedex International Corporation and Amedex Worldwide Corporation, respectively under the corporate seals of the respective corporations, and the said Plan and Agreement of Merger having been duly approved or adopted by the Boards of Directors, and duly approved or adopted by the stockholders, of each of said corporations in the manner provided by the laws of their respective states of incorporation, the Chairman of the Board and President of said corporations do now execute this Plan and Agreement of Merger under the respective seals of said corporations by the authority of the directors and stockholders of each, as the act, deed and agreement of each of said corporations on this 9th day of December, 1998.

AMEDEX INTERNATIONAL CORPORATION

(Corporate Seal)


MICHAEL A. CARRICARTE,
Director

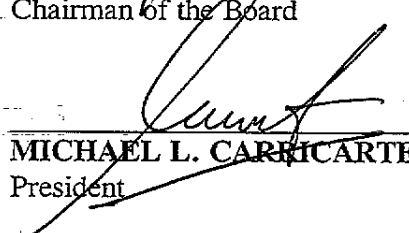

ANNE LOUISE KARDONSKI,
President

EDWARD ALMEIDA, ESQ.
GENERAL COUNSEL
(PURSUANT TO AUTHORITY VESTED BY WRITTEN
ACTION OF THE DIRECTORS DATED NOV. 1, 1998)

AMEDEX WORLDWIDE CORPORATION

(Corporate Seal)


MICHAEL A. CARRICARTE,
Chairman of the Board

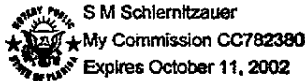

MICHAEL L. CARRICARTE
President

STATE OF FLORIDA)
):SS
COUNTY OF MIAMI-DADE)

Before me, a notary public in and for the county and state aforesaid, personally appeared MICHAEL A. CARRICARTE as Chairman of the Board and EDWARD ALMEIDA, ESQ. as General Counsel (under authority vested by written action of the directors of the company DATED November 1, 1998) of Amedex International Corporation, a Florida corporation, who are personally known to me, and who acknowledged that they executed the foregoing Agreement of Merger on behalf of said corporation.

Witness my hand and official seal, at office in the county and state aforesaid, this 9th day of December, 1998.

(seal)



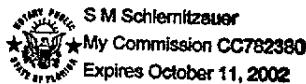
S M Schlemitzauer
Notary Public, State of Florida at Large

STATE OF FLORIDA)
): SS
COUNTY OF MIAMI-DADE)

Before me, a notary public in and for the county and state aforesaid, personally appeared MICHAEL A. CARRICARTE as Chairman of the Board and MICHAEL L. CARRICARTE as President of Amedex Worldwide Corporation, a Florida corporation, who are personally known to me, and who acknowledged that they executed the foregoing Agreement of Merger on behalf of said corporation.

Witness my hand and official seal, at office in the county and state aforesaid, this 9th day of December, 1998.

(seal)



S M Schlemitzauer
Notary Public, State of Florida at Large

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EXHIBIT "A"
TO THE AGREEMENT OF MERGER

Amedex International Corporation
Stockholders as of December 8, 1998

<u>Name of Stockholder</u>	<u>No. Shares</u>
Carricarte, Michael A.	120
Carricarte, Michael A., Trustee	80

Amedex Worldwide Corporation
Stockholders as of December 8, 1998

<u>Name of Stockholder</u>	<u>No. Shares</u>
Carricarte, Michael A.	120
Carricarte, Michael L.	26.8
Kardonski, Anne L.	26.6
Carricarte, Jennifer L.	26.6