

P00000006220

(Requestor's Name)

(Address)

(Address)

(City/State/Zip/Phone #)

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PICK-UP

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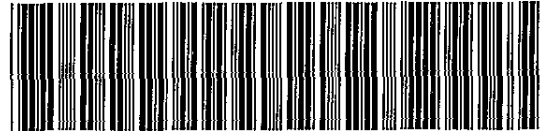
(Business Entity Name)

(Document Number)

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RECEIVED
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STATE
CORPORATIONS
TALLAHASSEE, FLORIDA

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03 JUN -6 PM 3:27
STATE
CORPORATIONS
TALLAHASSEE, FLORIDA

CAPITAL CONNECTION, INC.

417 E. Virginia Street, Suite 1 • Tallahassee, Florida 32301
(850) 224-8870 • 1-800-342-8062 • Fax (850) 222-1222

Axium Healthcare Pharmacy Inc

Signature _____

Requested by: _____

Name _____

Date _____

Time _____

Walk-In _____

Will Pick Up _____

Art of Inc. File Merge
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 _____
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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 _____
Courier _____

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TALLAHASSEE FLORIDA

AJR
6/6/03

ARTICLES OF MERGER
(Profit Corporations)

The following articles of merger are submitted in accordance with the Florida Business Corporation Act, pursuant to section 607.1105, F.S.

FILED
03 JUN -8 PM 3:27
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

First: The name and jurisdiction of the surviving corporation:

<u>Name</u>	<u>Jurisdiction</u>	<u>Document Number</u> (If known/ applicable)
<u>Axiom Healthcare Pharmacy, Inc.</u>	<u>Florida</u>	<u>P00000006220</u>

Second: The name and jurisdiction of each merging corporation:

<u>Name</u>	<u>Jurisdiction</u>	<u>Document Number</u> (If known/ applicable)
<u>Axiom Corporation</u>	<u>Nevada</u>	<u>P00000001852</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

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.

OR / / (Enter a specific date. NOTE: An effective date cannot be prior to the date of filing or more than 90 days in the future.)

Fifth: Adoption of Merger by surviving corporation - (COMPLETE ONLY ONE STATEMENT)

The Plan of Merger was adopted by the shareholders of the surviving corporation on January 1, 2003.

The Plan of Merger was adopted by the board of directors of the surviving corporation on _____ and shareholder approval was not required.

Sixth: Adoption of Merger by merging corporation(s) (COMPLETE ONLY ONE STATEMENT)

The Plan of Merger was adopted by the shareholders of the merging corporation(s) on January 1, 2003.

The Plan of Merger was adopted by the board of directors of the merging corporation(s) on _____ and shareholder approval was not required.

(Attach additional sheets if necessary)

Typed or Printed Name of Individual & Title

James Peter Summerville, President

James Peter Summerville, President

AGREEMENT AND PLAN OF MERGER

THIS AGREEMENT AND PLAN OF MERGER, dated as of January 1, 2003, is entered into between AXIUM CORPORATION, a Nevada corporation ("AC") and AXIUM HEALTHCARE PHARMACY, INC., a Florida corporation ("AHPI"). AC and AHPI are hereinafter collectively referred to as the "Constituent Corporations."

RECITALS

- A. AC is a corporation duly organized and existing under the laws of the State of Nevada;
- B. AHPI is a corporation duly organized and existing under the laws of the State of Florida;
- C. On the date of this Agreement, AC has authority to issue 40,000,000 shares of one-tenth cent (\$.001) par value common stock ("AC Common Stock"), of which 1,000 shares are issued and outstanding or reserved for issuance at the date hereof;
- D. On the date of this Agreement, AHPI has authority to issue 7,000 shares of common stock, par value one dollar (\$1.00) per share ("AHPI Common Stock"), 100 shares of which are issued and outstanding and owned by AC;
- E. The Boards of Directors of AHPI and AC have determined that it is advisable and in the best interest of their respective corporations that AC merge with and into AHPI upon the terms and subject to the conditions set forth in this Agreement;
- F. The respective Boards of Directors of AC and AHPI have, by resolutions duly adopted, approved this Agreement;
- G. AC has approved this Agreement as the sole stockholder of AHPI; and
- H. This Agreement has been approved by a vote of its sole shareholder.

NOW, THEREFORE, in consideration of the mutual agreements and covenants set forth herein, AC and AHPI hereby agree as follows:

1. Merger. AC shall be merged with and into AHPI (the "Merger"), and AHPI shall be the surviving corporation (hereinafter sometimes referred to as the "Surviving Corporation"). The Merger shall become effective upon the date and at the time of the filing of the Articles of Merger, providing for the Merger, with the Secretary of State of the State of Florida, but in no event a date later than 90 days after the filing of the Articles of Merger with the Secretary of State of Nevada (the "Effective Time").

2. Governing Documents. The Articles of Incorporation of AHPI, as in effect immediately prior to the Effective Time, shall be the Articles of Incorporation of the Surviving Corporation, and thereafter amended in accordance with the provisions thereof and applicable laws. The bylaws of AHPI, as in effect immediately prior to the Effective Time, shall be the

bylaws of the Surviving Corporation, without change or amendment until thereafter amended in accordance with the provisions thereof, the provisions of the Articles of Incorporation of the Surviving Corporation and applicable laws.

3. Succession. At the Effective Time, the separate corporate existence of AC shall cease, and AHPI shall possess all the rights, privileges, powers and franchises of a public and private nature and be subject to all the restrictions, disabilities and duties of each of the Constituent Corporations; and all and singular, the rights, privileges, powers and franchises of each of the Constituent Corporations, shall be vested in the Surviving Corporation; and all property, rights, privileges, powers and franchises; and all and every other interest, including the capital stock of AC's wholly owned subsidiary, Axiom Healthcare Wholesale Drugs and Medical, Inc., a Florida corporation, shall be thereafter as effectually the property of the Surviving Corporation as they were of the respective Constituent Corporations, which were valid and effective immediately prior to the Effective Time, shall be taken for all purposes as the acts, plans, policies, agreements, arrangements, approvals and authorizations of the Surviving Corporation and shall be as effective and binding thereon as the same were with respect to AC. The employees and agents of AC shall become the employees and agents of the Surviving Corporation and continue to be entitled to the same rights and benefits which they enjoyed as employees and agents of AC, subject to the same limitations with respect thereto. The requirements of any plans, stockholders' agreements, voting trust agreements and/or any other agreements of AC involving or relating to the shares of its capital stock shall be satisfied by the issuance or purchase of a like number of shares of the Surviving Corporation on the same terms and conditions as provided therein.

4. Directors and Officers. The directors and officers of AHPI at the Effective Time shall remain and be the directors and officers, holding the same titles and positions, of the Surviving Corporation at the Effective Time, and after the Effective Time shall serve in accordance with the bylaws of the Surviving Corporation.

5. Further Assistance. From time to time, as and when required by the Surviving Corporation or by its successors or assigns, there shall be executed and delivered on behalf of AC such deeds and other instruments, and there shall be taken or caused to be taken by it all such further and other actions, as shall be appropriate, advisable or necessary in order to vest, perfect or confirm, of record or otherwise, in the Surviving Corporation the title to and possession of all property, interests, assets, rights, privileges, immunities, powers, franchises and authority of AC, and otherwise to carry out the purposes of this Agreement, and the officers and directors of the Surviving Corporation are fully authorized in the name and on behalf of AC or otherwise, to take any and all such action and to execute and deliver any and all such deeds and other instruments.

6. Conversion of Shares. At the Effective Time, by virtue of the Merger and without any action on the part of the holder thereof:

6.1 Each share of AC Common Stock outstanding immediately prior to the Effective Time shall be changed and converted into and shall be equal to one (1) fully paid and nonassessable share of AHPI Common Stock; and

6.2 The 100 shares of AHPI Common Stock presently issued and outstanding in the name of AC shall be cancelled and retired and no shares of AHPI Common Stock or other securities of AHPI shall be issued in respect thereof.

7. Condition to Merger. The Merger shall have received the requisite approval of the holders of AC Common Stock pursuant to the Corporations Code of the State of Nevada.

8. Stock Certificates. At and after the Effective Time, all of the outstanding certificates which, immediately prior to the Effective Time, represented shares of AC Common Stock shall be deemed for all purposes to evidence ownership of, and to represent, as the case may be shares of AHPI Common Stock into which the shares of AC Common Stock, formerly represented by such certificates, have been converted as herein provided.

9. Amendment. Subject to applicable law, this Agreement may be amended, modified or supplemented by written agreement of the parties hereto at any time prior to the Effective Time with respect to any of the terms contained herein; provided, however, that no such amendment, modification or supplement not adopted and approved by the shareholders of AC and AHPI shall affect the rights of the shareholders of either or both such corporations in a manner which is materially adverse to the shareholders of either or both such corporations.

10. Abandonment. At any time prior to the Effective Time, this Agreement may be terminated and the Merger may be abandoned by the Board of Directors of AC, notwithstanding approval of this Agreement by the shareholder of AHPI or by the shareholders of AC, or both, if in the opinion of such Board of Directors, the Merger is for any reason inadvisable.

11. Binding Effect. This Agreement shall be binding upon and shall inure to the benefit of the parties and their respective successors and assigns; provided, however, that this Agreement may not be assigned to any party without the prior written consent of the other party hereto.

IN WITNESS WHEREOF, AC and AHPI have caused this Agreement to be signed by their respective duly authorized officers as of the date first above written.

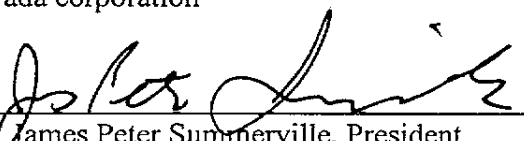
ATTEST:

AXIUM CORPORATION,
a Nevada corporation

By:


Richard H. Bruck, Secretary

By:


James Peter Summerville, President

ATTEST:

AXIUM HEALTHCARE PHARMACY, INC.,
a Florida corporation

By:


James Peter Summerville, Secretary

By:


James Peter Summerville, President