

P000000059067

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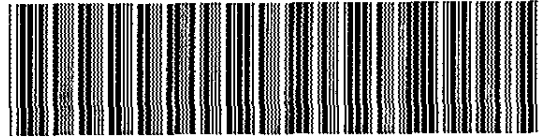
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RECEIVED
02 DEC 24 AM 11:22
DIVISION OF CORPORATION

Merger
LPS

FILED
02 DEC 24 AM 11:00
TALLAHASSEE, FLORIDA

ARTICLES OF MERGER
Merger Sheet

MERGING: _____

COMPREHENSIVE MEDICAL DATA, INC., a Florida corporation P97000060929

GSM, INC., a Florida corporation K98560

ACCIDENT INJURY MEDICAL CENTERS, INC., a Florida corporation
P00000076590

INTO

MACK'S RESTAURANTS, INC., a Florida entity, P00000059067.

File date: December 24, 2002 , effective December 31, 2002

Corporate Specialist: Annette Ramsey

**CORPORATE
ACCESS,
INC.**

236 East 6th Avenue . Tallahassee, Florida 32303

P.O. Box 37066 (32315-7066) ~ (850) 222-2666 or (800) 969-1666 . Fax (850) 222-1666

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12/24/02 *Rund*

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Merger

1.) _____
(CORPORATE NAME & DOCUMENT #)

2.) _____
(CORPORATE NAME & DOCUMENT #)

File 2nd

3.) _____
(CORPORATE NAME & DOCUMENT #)

\$140.00

4.) _____
(CORPORATE NAME & DOCUMENT #)

5.) _____
(CORPORATE NAME & DOCUMENT #)

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EFFECTIVE DATE
12/31/02

FILED
02 DEC 24 AM 11:59
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

ARTICLES OF MERGER OF

COMPREHENSIVE MEDICAL DATA, INC., a Florida corporation,
GSM, INC., a Florida corporation and
ACCIDENT INJURY MEDICAL CENTERS, INC., a Florida corporation

INTO

MACK'S RESTAURANTS, INC., a Florida corporation

Pursuant to the provisions of Section 607.1101, Florida Statutes, these Articles of Merger provide that:

1. COMPREHENSIVE MEDICAL DATA, INC., a Florida corporation, GSM, INC., a Florida corporation and ACCIDENT INJURY MEDICAL CENTERS, INC., a Florida corporation (the "Florida Corporations") shall be merged with and into MACK'S RESTAURANTS, INC., a Florida corporation ("MACK'S RESTAURANTS"), which shall be the surviving business entity.

2. The merger shall become effective at the close of business on December 31, 2002 (the "Effective Time").

3. The Agreement and Plan of Merger dated effective 12/23, 2002, a copy of which is attached hereto as Exhibit "A", pursuant to which the Florida Corporations shall be merged with and into MACK'S RESTAURANTS (the "Merger"), was unanimously adopted by all of the shareholders and directors of the Florida Corporations by a Written Action effective 12/23, 2002, and by all of the shareholders and directors of MACK'S RESTAURANTS by a Written Action effective 12/23, 2002. This approval by all such shareholders and directors is sufficient to approve the Merger.

IN WITNESS WHEREOF, these Articles of Merger have been executed on behalf of the Florida Corporations and MACK'S RESTAURANTS by their authorized representatives on 12/23, 2002.

COMPREHENSIVE MEDICAL DATA, INC. &
ACCIDENT INJURY MEDICAL CENTERS, INC.

By: [Signature]
Greg S. Mack, President

ATTEST:

By: [Signature]
Greg S. Mack, Secretary

GSM, INC.

By: [Signature]
Greg S. Mack, President

ATTEST:

By: [Signature]
Greg S. Mack, Secretary

MACK'S RESTAURANTS, INC.

By: [Signature]
Greg S. Mack, President

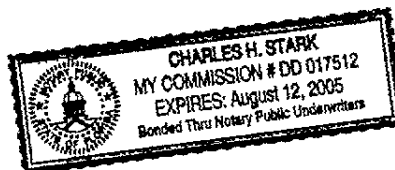
ATTEST:

By: [Signature]
Greg S. Mack, Secretary

STATE OF FLORIDA
COUNTY OF SEMINOLE

I HEREBY CERTIFY that on 12/23, 2002, before me personally appeared GREG S. MACK, who acknowledged to me that they he is the President and Secretary, of COMPREHENSIVE MEDICAL DATA, INC., a Florida corporation, and that he executed the foregoing Articles of Merger as President and Secretary of the Corporation.

[Signature]
Print Name: _____
Notary Public - State of Florida
Commission Number: _____
My Commission Expires: _____

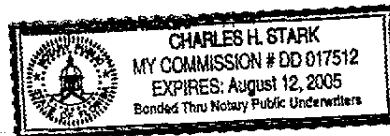


STATE OF FLORIDA
COUNTY OF SEMINOLE

I HEREBY CERTIFY that on 12/23, 2002, before me personally appeared GREG S. MACK, who acknowledged to me that they he is the President and Secretary, of GSM, INC., a Florida corporation, and that he executed the foregoing articles of Merger as President and Secretary, of the Corporation.

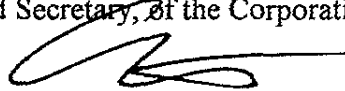


Print Name: _____
Notary Public - State of Florida
Commission Number: _____
My Commission Expires: _____

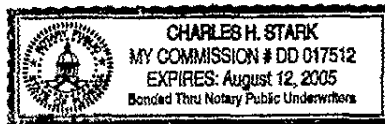


STATE OF FLORIDA
COUNTY OF SEMINOLE

I HEREBY CERTIFY that on 12/23, 2002, before me personally appeared GREG S. MACK, who acknowledged to me that they he is the President and Secretary, of ACCIDENT INJURY MEDICAL CENTERS, INC., a Florida corporation, and that he executed the foregoing articles of Merger as President and Secretary, of the Corporation.



Print Name: _____
Notary Public - State of Florida
Commission Number: _____
My Commission Expires: _____



AGREEMENT AND PLAN OF MERGER

BETWEEN

ACCIDENT INJURY MEDICAL CENTERS, INC.
(a Florida corporation)

AND

MACK'S RESTAURANTS, INC.
(a Florida corporation)

Agreement and Plan of Merger, dated effective 12/23, 2002, between ACCIDENT INJURY MEDICAL CENTERS, INC., a Florida corporation ("ACCIDENT INJURY") and MACK'S RESTAURANTS, INC., a Florida corporation ("MACK'S RESTAURANTS").

AGREEMENT

In consideration of the mutual covenants set forth in this Agreement, the parties agree as follows:

1. In accordance with the provisions of this Agreement, and Section 607.1101 of the Florida Business Corporation Act, at the Effective Time (as defined below), ACCIDENT INJURY shall be merged with and into MACK'S RESTAURANTS (the "Merger"), the separate corporate existence of ACCIDENT INJURY shall cease, and MACK'S RESTAURANTS (the "Surviving Company") shall continue its corporate existence pursuant to the laws of Florida under its present name. MACK'S RESTAURANTS and ACCIDENT INJURY are collectively referred to as the "Constituent Companies."

2. Procedurally, ACCIDENT INJURY will be deemed to transfer all of its assets and liabilities to MACK'S RESTAURANTS and ACCIDENT INJURY will surrender all of the issued and outstanding ACCIDENT INJURY stock for cancellation and ACCIDENT INJURY will then be dissolved.

3. The Merger shall become effective as of December 31, 2002 (the "Effective Time").

4. The Surviving Company shall possess and retain every interest in all assets and property of every description. The rights, privileges, immunities, powers, franchises and authority, of a public as well as private nature of each of the Constituent Companies shall be vested in the Surviving Company without further act or deed. The title to and any interest in all real estate vested in either of the Constituent Companies shall vest in the Surviving Company and shall not revert or in any way be impaired by reason of the Merger.

5. All obligations belonging to or due to each of the Constituent Companies shall be vested in the Surviving Company without further act or deed, and the Surviving Company shall be liable for all of the obligations of each of the Constituent Companies existing as of the Effective Time.


6. At the Effective Time, by virtue of the Merger and without any action on the part of the parties or otherwise:

A. each issued and outstanding share of the capital stock of ACCIDENT INJURY shall be canceled without payment of any consideration and without any conversions; and

B. each issued and outstanding share of the common stock of MACK'S RESTAURANTS shall remain issued and outstanding.

7. The Articles of Incorporation of MACK'S RESTAURANTS in effect immediately prior to the Effective Time shall continue without change and be the Articles of Incorporation of the Surviving Company.

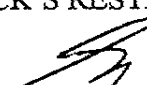
ACCIDENT INJURY MEDICAL CENTERS, INC.

By: 
Greg S. Mack, President


ATTEST:

By: 
Greg S. Mack, Secretary

MACK'S RESTAURANTS, INC

By: 
Gregory S. Mack, President

ATTEST:

By: 
Greg S. Mack, Secretary

AGREEMENT AND PLAN OF MERGER

BETWEEN

COMPREHENSIVE MEDICAL DATA, INC.
(a Florida corporation)

AND

MACK'S RESTAURANTS, INC.
(a Florida corporation)

Agreement and Plan of Merger, dated effective 12/23, 2002, between COMPREHENSIVE MEDICAL DATA, INC., a Florida corporation ("CMD") and MACK'S RESTAURANTS, INC., a Florida corporation ("MACK'S RESTAURANTS").

AGREEMENT

In consideration of the mutual covenants set forth in this Agreement, the parties agree as follows:

1. In accordance with the provisions of this Agreement, and Section 607.1101 of the Florida Business Corporation Act, at the Effective Time (as defined below), CMD shall be merged with and into MACK'S RESTAURANTS, (the "Merger"), the separate corporate existence of CMD shall cease, and MACK'S RESTAURANTS (the "Surviving Company") shall continue its corporate existence pursuant to the laws of Florida under its present name. MACK'S RESTAURANTS and CMD are collectively referred to as the "Constituent Companies."
2. Procedurally, CMD will be deemed to transfer all of its assets and liabilities to MACK'S RESTAURANTS and CMD will surrender all of the issued and outstanding CMD stock for cancellation and CMD will then be dissolved.
3. The Merger shall become effective as of December 31, 2002 (the "Effective Time").
4. The Surviving Company shall possess and retain every interest in all assets and property of every description. The rights, privileges, immunities, powers, franchises and authority, of a public as well as private nature of each of the Constituent Companies shall be vested in the Surviving Company without further act or deed. The title to and any interest in all real estate vested in either of the Constituent Companies shall vest in the Surviving Company and shall not revert or in any way be impaired by reason of the Merger.
5. All obligations belonging to or due to each of the Constituent Companies shall be vested in the Surviving Company without further act or deed, and the Surviving Company shall be liable for all of the obligations of each of the Constituent Companies existing as of the Effective Time.

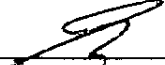
6. At the Effective Time, by virtue of the Merger and without any action on the part of the parties or otherwise:

A. each issued and outstanding share of the capital stock of CMD shall be cancelled without payment of any consideration and without any conversions; and

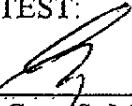
B. each issued and outstanding share of common stock of MACK'S RESTAURANTS shall remain issued and outstanding.

7. The Articles of Incorporation of MACK'S RESTAURANTS in effect immediately prior to the Effective Time shall continue without change and be the Articles of Incorporation of the Surviving Company.

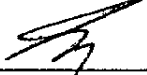
COMPREHENSIVE MEDICAL DATA, INC.

By: 
Greg S. Mack, President

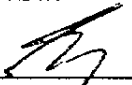
ATTEST:

By: 
Greg S. Mack, Secretary

MACK'S RESTAURANTS, INC.

By: 
Gregory S. Mack, President

ATTEST:

By: 
Greg S. Mack, Secretary

AGREEMENT AND PLAN OF MERGER

BETWEEN

GSM, INC.
(a Florida corporation)

AND

MACK'S RESTAURANTS, INC.
(a Florida corporation)

Agreement and Plan of Merger, dated effective 12/23, 2002, between GSM, INC., a Florida corporation ("GSM") and MACK'S RESTAURANTS, INC., a Florida corporation ("MACK'S RESTAURANTS").

AGREEMENT

In consideration of the mutual covenants set forth in this Agreement, the parties agree as follows:

1. In accordance with the provisions of this Agreement, and Section 607.1101 of the Florida Business Corporation Act, at the Effective Time (as defined below), GSM shall be merged with and into MACK'S RESTAURANTS, (the "Merger"), the separate corporate existence of GSM shall cease, and MACK'S RESTAURANTS (the "Surviving Company") shall continue its existence pursuant to the laws of Florida under its present name. MACK'S RESTAURANTS and GSM are collectively referred to as the "Constituent Companies."

2. Procedurally, GSM will be deemed to transfer all of its assets and liabilities to MACK'S RESTAURANTS and GSM will surrender all of the issued and outstanding GSM stock for cancellation and GSM will then be dissolved.

3. The Merger shall become effective as of December 31, 2002 (the "Effective Time").

4. The Surviving Company shall possess and retain every interest in all assets and property of every description. The rights, privileges, immunities, powers, franchises and authority, of a public as well as private nature of each of the Constituent Companies shall be vested in the Surviving Company without further act or deed. The title to and any interest in all real estate vested in either of the Constituent Companies shall vest in the Surviving Company and shall not revert or in any way be impaired by reason of the Merger.

5. All obligations belonging to or due to each of the Constituent Companies shall be vested in the Surviving Company without further act or deed, and the Surviving Company shall be liable for all of the obligations of each of the Constituent Companies existing as of the Effective Time.

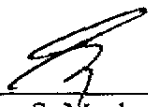
6. At the Effective Time, by virtue of the Merger and without any action on the part of the parties or otherwise:

A. each issued and outstanding share of the capital stock of GSM shall be canceled without payment of any consideration and without any conversions; and


B. each issued and outstanding share of common stock of MACK'S RESTAURANTS shall remain issued and outstanding.

7. The Articles of Incorporation of MACK'S RESTAURANTS in effect immediately prior to the Effective Time shall continue without change and be the Articles of Incorporation of the Surviving Company.

GSM, INC.

By: 
Greg S. Mack, President


ATTEST:

By: 
Greg S. Mack, Secretary

MACK'S RESTAURANTS, INC.

By: 
Gregory S. Mack, President

ATTEST:

By: 
Greg S. Mack, Secretary