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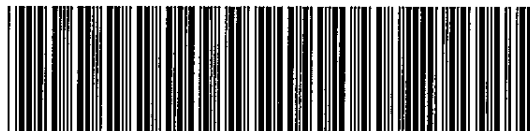
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05 APR -7 PM 1:13  
SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

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TALLAHASSEE, FLORIDA

*AJR*  
*4/7/05*



CORPORATION SERVICE COMPANY

ACCOUNT NO. : 072100000032  
REFERENCE : 286861 4332362  
AUTHORIZATION : *Patricia Pigato*  
COST LIMIT : \$ 70.00

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ORDER DATE : March 30, 2005  
ORDER TIME : 5:30 PM  
ORDER NO. : 286861-005  
CUSTOMER NO: 4332362  
CUSTOMER: Ms. Amy B. Lucas  
Brownstein Hyatt & Farber,  
19th Floor  
410 17th Street  
Denver, CO 80202  
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ARTICLES OF MERGER

QC MERGER SUB, INC.

INTO

US BIOSYSTEMS, INC.

PLEASE RETURN THE FOLLOWING AS PROOF OF FILING:

\_\_\_\_ CERTIFIED COPY  
XX PLAIN STAMPED COPY

CONTACT PERSON: Susie Knight

EXAMINER'S INITIALS: \_\_\_\_\_

**FILED**

**ARTICLES OF MERGER**

**OF**

**QC MERGER SUB, INC.  
(A Florida Corporation)**

**INTO**

**US BIOSYSTEMS, INC.  
(A Florida Corporation)**

05 APR -7 PM 4:44  
SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

Pursuant to the provisions of 607.1105 of the Florida Business Corporation Act ("FBCA"), the undersigned corporations do hereby make and execute these Articles of Merger for the purpose of merging QC Merger Sub, Inc., a Florida corporation, into US Biosystems, Inc., a Florida corporation (the "Merger");

First: The name of the surviving corporation shall be US Biosystems, Inc., a Florida corporation ("USB").

Second: The name of the corporation to be merged into the surviving corporation is QC Merger Sub, Inc., a Florida corporation ("QC").

Third: Attached hereto is a Plan of Merger that satisfies the requirements set forth in Section 607.1101 of the FBCA. A copy of the entire merger agreement among USB, QC and QC Acquisitions, Inc., will be provided by QC, upon request and without cost, to any shareholder of USB or QC.

Fourth: The effective date of the Merger shall be the date of execution of the Articles of Merger.

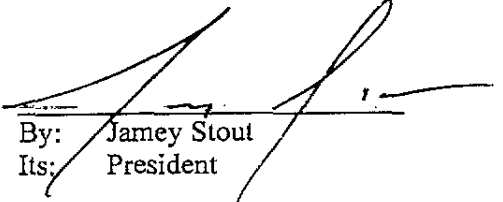
Fifth: The Plan of Merger was adopted by the shareholders of QC on April 1, 2005.

Sixth: The Plan of Merger was adopted by the shareholders of USB on March 28, 2005.

Dated: April 1, 2005.

**QC MERGER SUB, INC.**

**US BIOSYSTEMS, INC.**

By:   
Its: President

By: \_\_\_\_\_  
Its: \_\_\_\_\_

IN WITNESS WHEREOF, pursuant to the general approval and authority duly given by resolutions adopted by their respective Boards of Directors, each of the Corporations has caused this Plan of Merger to be executed by a duly authorized officer.

**QC MERGER SUB, INC., a Florida Corporation**

By: \_\_\_\_\_

Name: Jamey Stout  
Title: President

**US BIOSYSTEMS, INC., a Florida Corporation**

By: \_\_\_\_\_

Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**ARTICLES OF MERGER**

**OF**

**QC MERGER SUB, INC.  
(A Florida Corporation)**

**INTO**

**US BIOSYSTEMS, INC.  
(A Florida Corporation)**

Pursuant to the provisions of 607.1105 of the Florida Business Corporation Act ("FBCA"), the undersigned corporations do hereby make and execute these Articles of Merger for the purpose of merging QC Merger Sub, Inc., a Florida corporation, into US Biosystems, Inc., a Florida corporation (the "Merger"): . . .

First: The name of the surviving corporation shall be US Biosystems, Inc., a Florida corporation ("USB").

Second: The name of the corporation to be merged into the surviving corporation is QC Merger Sub, Inc., a Florida corporation ("QC").

Third: Attached hereto is a Plan of Merger that satisfies the requirements set forth in Section 607.1101 of the FBCA. A copy of the entire merger agreement among USB, QC and QC Acquisitions, Inc., will be provided by QC, upon request and without cost, to any shareholder of USB or QC.

Fourth: The effective date of the Merger shall be the date of execution of the Articles of Merger.

Fifth: The Plan of Merger was adopted by the shareholders of QC on April 1, 2005.

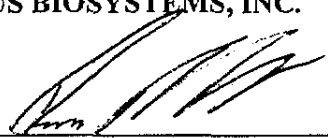
Sixth: The Plan of Merger was adopted by the shareholders of USB on March 28, 2005.

Dated: April 1, 2005.

**QC MERGER SUB, INC.**

By: Jamey Stout  
Its: President

**US BIOSYSTEMS, INC.**

By:   
Its: President

IN WITNESS WHEREOF, pursuant to the general approval and authority duly given by resolutions adopted by their respective Boards of Directors, each of the Corporations has caused this Plan of Merger to be executed by a duly authorized officer.

**QC MERGER SUB, INC., a Florida Corporation**

By: \_\_\_\_\_

Name: Jamey Stout

Title: President

**US BIOSYSTEMS, INC., a Florida Corporation**

By: \_\_\_\_\_

Name: Richard P Albright

Title: President

**PLAN OF MERGER**  
**OF**  
**QC MERGER SUB, INC.**  
**(a Florida corporation)**  
**WITH AND INTO**  
**US BIOSYSTEMS, INC.**  
**(a Florida corporation)**

THIS PLAN OF MERGER ("Plan of Merger") is entered into as of April 1, 2005, by and between QC Merger Sub, Inc., a Florida corporation ("QC"), and US Biosystems, Inc., a Florida corporation ("USB").

WHEREAS, the PLAN OF MERGER, was (1) approved on April 1, 2005, by the Board of Directors and sole shareholder of QC on that date and in accordance with Section 607.1103 of the Florida Business Corporation Act ("FBCA"); (2) approved on March 15, 2005, by the Board of Directors of USB on that date and in accordance with Section 607.1103 of the FBCA; and (3) approved on March 28, 2005, by the shareholders of USB on that date and in accordance with Section 607.1103 of the FBCA. The shareholders of USB's Common Stock, Series A Convertible Preferred Stock and Series B Convertible Preferred Stock each voted as a separate class on the Plan of Merger and each class approved the Plan of Merger by a majority of votes entitled to be cast on the Plan of Merger by each such class. QC and USB are collectively referred to herein as the "Corporations," and

WHEREAS, the Boards of Directors of each of the Corporations have determined that it is in the best interest of their respective Corporations that QC be merged with and into USB (the "Merger") and that USB be the surviving corporation to the Merger on the terms and conditions set forth in the Agreement and Plan of Merger, dated April 1, 2005, among QC Acquisition, Inc., a Delaware corporation, QC, USB, and the principal shareholders of USB as set forth therein (the "Merger Agreement").

NOW, THEREFORE, QC and USB adopt the following plan of merger:

1. Merger. Upon the Effective Time of the Merger (as defined in Section 7 below), QC shall, pursuant to the applicable statutes of the State of Florida, be merged with and into USB, which shall (a) be the surviving corporation (and which is sometimes hereinafter referred to as the "Surviving Corporation") and (b) continue to exist as said Surviving Corporation under the name US Biosystems, Inc., its present name, pursuant to the provisions of the FBCA. The separate existence of the QC, which is sometimes hereinafter referred to as the "Terminating Corporation," shall cease upon the Effective Time of the Merger in accordance with the provisions of the FBCA.

2. Articles of Incorporation. Upon the Effective Time of the Merger, the Articles of Incorporation of the Surviving Corporation shall be amended and restated as attached hereto as Exhibit A ("Articles of Incorporation") and the Articles of Incorporation shall continue in full

force and effect until amended and changed in the manner prescribed by the provisions of the laws of the State of Florida.

3. Directors and Officers. Upon the Effective Time of the Merger, the directors and officers of the Terminating Corporation shall be the members of the first Board of Directors and the first officers of the Surviving Corporation, all of whom shall hold their directorships and offices until the election and qualification of their respective successors or until their tenure is otherwise terminated in accordance with the Bylaws.

4. Terminating Corporation. At the Effective Time of the Merger and upon the merger of QC into USB, the separate existence of QC shall cease and USB shall continue in existence and, without transfer, shall succeed to and possess all of the properties, rights, privileges, immunities, powers, purposes and franchises, as well of a public and private nature, and shall be subject to all of the obligations, restrictions, disabilities and duties, of QC, all without further act or deed, as provided in the applicable statutes of the State of Florida.

5. Conversion of Shares. At the Effective Time of the Merger:

(a) each issued and outstanding share of common stock, par value \$0.001 per share, of the Terminating Corporation shall be converted into one share of common stock of the Surviving Corporation;

(b) each share of common stock, par value \$0.001 per share, of USB (other than treasury shares) that is issued and outstanding immediately prior to the Effective Time of the Merger shall, by virtue of the Merger and without the need for any further action on the part of the holder thereof, be converted into and exchanged solely for the right to receive an amount of cash equal to \$0.63 per share (the "Per Common Share Merger Consideration"); provided, however, an amount equal to \$0.18 of the Per Common Share Merger Consideration shall be deposited into an escrow account to secure possible indemnification claims and purchase price adjustments in accordance with the Merger Agreement;

(c) each share of (i) Series A Convertible Preferred Stock, par value \$0.001 per share, of USB, which is issued and outstanding at the Effective Time of the Merger (other than treasury shares) shall be converted into and exchanged solely for the right to receive an amount of cash equal to \$2.142 (the "Per Share Series A Preferred Stock Liquidation Preference") and (ii) Series B Convertible Preferred Stock, par value \$0.001 per share, of USB, which is issued and outstanding at the Effective Time of the Merger (other than treasury shares) shall be converted into and exchanged solely for the right to receive an amount of cash equal to \$2.233 (the "Per Share Series B Preferred Stock Liquidation Preference");

(d) each share of USB common stock held in USB's treasury immediately prior to the Effective Time of the Merger, if any, shall, by virtue of the Merger, automatically be cancelled and retired and cease to exist and no consideration shall be issued in exchange therefor; and

(e) (i) each outstanding option to purchase common shares of stock of USB (an "Option") granted under each outstanding stock option plan of USB (the "Option Plan"), or otherwise granted by USB outside of the Option Plan, whether or not then exercisable or vested,



shall become fully exercisable and vested, and (ii) the Option Plan shall be terminated and each Option that is then outstanding shall be canceled and converted into, and represent, the right to receive an amount equal to (x) the excess of \$0.63 over the exercise price for such Option (the "Per Option Merger Consideration") multiplied by (y) the number of shares of common shares of stock issuable upon exercise of such Option (such payment to be net of taxes required by law to be withheld with respect thereto) on the terms and conditions provided herein; provided that the Per Option Merger Consideration with respect to each Option with exercise prices greater than the Per Common Share Merger Consideration shall be zero; provided further that \$0.18 of the Per Option Merger Consideration shall be deposited into an escrow account to secure possible indemnification claims and purchase price adjustments in accordance with the Merger Agreement.

6. Further Assurances. In the event that the Plan of Merger shall have been (x) approved by the shareholders of the Corporations and (y) otherwise duly authorized in the manner prescribed by the provisions of the FBCA, each of the Corporations hereby stipulates that it will cause to be executed and filed and/or recorded any document or documents prescribed by the laws of the State of Florida, and that each Corporation will cause to be performed all necessary acts therein and elsewhere to effectuate the Merger.

7. Effective Time. The effective date of the Merger shall be the date of execution of the Articles of Merger (the "Effective Time of the Merger").

8. Termination. Notwithstanding the approval of the Plan of Merger by the shareholders of each of the Corporations, the Merger herein provided for may be abandoned at any time prior to the Effective Time of the Merger, notwithstanding favorable action on the Merger by the shareholders of one or both of the Corporations, but not later than the Effective Time of the Merger, by the mutual consent of the Boards of Directors of both Corporations.

9. Modification. The Corporations, by mutual consent of their respective Boards of Directors, may amend or modify this Plan of Merger in such manner as may be agreed upon by them in writing at any time before or after approval or adoption thereof by the shareholders of both Corporations. Either Corporation may, pursuant to action by its Board Directors, by an instrument in writing, extend the time for or waive compliance by the other with any of the covenants or conditions contained herein; provided, however, that no such waiver or extension shall affect the rights of the shareholders of either Corporation in a manner which is materially adverse to such shareholders in the judgment of its Board of Directors so acting.

10. Counterparts. This Plan of Merger may be executed in counterparts, each of which when so executed shall be deemed to be an original, and such counterparts shall together constitute but one and the same instrument.

IN WITNESS WHEREOF, pursuant to the general approval and authority duly given by resolutions adopted by their respective Boards of Directors, each of the Corporations has caused this Plan of Merger to be executed by a duly authorized officer.

**QC MERGER SUB, INC., a Florida Corporation**

By: \_\_\_\_\_

Name: Jamey Stout

Title: President

**US BIOSYSTEMS, INC., a Florida Corporation**

By: \_\_\_\_\_

Name:

Title:

**EXHIBIT A**  
**AMENDED AND RESTATED**  
**ARTICLES OF INCORPORATION OF**  
**THE SURVIVING CORPORATION**

See attached.

**AMENDED AND RESTATED  
ARTICLES OF INCORPORATION  
OF  
US BIOSYSTEMS, INC.**

**FIRST:** The corporate name for the corporation (hereinafter called the "corporation") is US Biosystems, Inc.

**SECOND:** The street address and mailing address, wherever located, of the principal office of the corporation is 3231 N.W. 7<sup>th</sup> Avenue, Boca Raton, Florida 33431.

**THIRD:** The number of shares that the corporation is authorized to issue is 1,000, all of which have a par value of \$0.001 and are of the same class and are common shares.

**FOURTH:** The street address of the registered office of the corporation in the State of Florida is c/o Corporation Service Company, 1201 Hays Street, Tallahassee, Florida 32301.

The name of the registered agent of the corporation at the said registered office is Corporation Service Company.

The written acceptance of the said initial registered agent, as required by the provisions of Section 607.0501(3) of the Florida Business Corporation Act, is set forth following the signature of the incorporator and is made a part of these Articles of Incorporation.

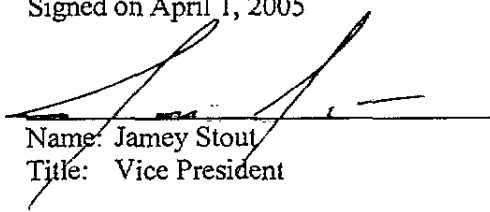
**FIFTH:** No holder of any of the shares of any class of the corporation shall be entitled as of right to subscribe for, purchase, or otherwise acquire any shares of any class of the corporation which the corporation proposes to issue or any rights or options which the corporation proposes to grant for the purchase of shares of any class of the corporation or for the purchase of any shares, bonds, securities, or obligations of the corporation which are convertible into or exchangeable for, or which carry any rights to subscribe for, purchase, or otherwise acquire shares of any class of the corporation; and any and all of such shares, bonds, securities, or obligations of the corporation, whether now or hereafter authorized or created, may be issued, or may be reissued if the same have been reacquired and if their reissue is not prohibited, and any and all of such rights and options may be granted by the Board of Directors to such individuals and entities, and for such lawful consideration, and on such terms, as the Board of Directors in its discretion may determine, without first offering the same, or any thereof, to any said holder.

**SIXTH:** The purpose for which the corporation is organized is to engage in any lawful business for which corporations may be organized under the Florida Business Corporation Act.

**SEVENTH:** The duration of the corporation shall be perpetual.


**EIGHTH:** The corporation shall, to the fullest extent permitted by the provisions of the Florida Business Corporation Act, as the same may be amended and supplemented, indemnify any and all persons whom it shall have power to indemnify under said provisions from and against any and all of the expenses, liabilities, or other matters referred to in or covered by said provisions, and the indemnification provided for herein shall not be deemed exclusive of any other rights to which those indemnified may be entitled under any Bylaw, vote of shareholders or disinterested directors, or otherwise, both as to action in his official capacity and as to action in another capacity while holding such office, and shall continue as to a person who has ceased to be a director, officer, employee, or agent and shall inure to the benefit of the heirs, executors, and administrators of such a person.

Signed on April 1, 2005

  
Name: Jamey Stout  
Title: Vice President

Having been named as registered agent and to accept service of process for the above-named corporation at the place designated in these Articles of Incorporation, I hereby accept the appointment as registered agent and agree to act in this capacity. I further agree to comply with the provisions of all statutes relating to the proper and complete performance of my duties, and I am familiar with and accept the obligations of my position as registered agent.

CORPORATION SERVICE COMPANY

By:  Deborah D. Skipper  
Asst. V. Pres.

Date: 4/1/2005