

P02000125361

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(City/State/Zip/Phone #)

PICK-UP WAIT MAIL

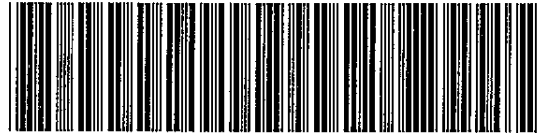
(Business Entity Name)

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TALLAHASSEE, FLORIDA

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03 JAN 28 PM 12:58
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

1/29/03

ARTICLES OF MERGER
Merger Sheet

MERGING:

NEUROSTEM, INC., a Tennessee corporation not authorized to transact
business in Florida

INTO

REGENMED CORP., a Florida entity, P02000125361

File date: January 28, 2003

Corporate Specialist: Annette Ramsey

Account number: 072100000032 Amount charged: 78.75



CORPORATION SERVICE COMPANY™

ACCOUNT NO. : 072100000032

REFERENCE : 909755 4311639

AUTHORIZATION

COST LIMIT

Patricia Piquero
\$ 78.75

ORDER DATE : January 28, 2003

ORDER TIME : 12:15 PM

ORDER NO. : 909755-005

CUSTOMER NO: 4311639

CUSTOMER: Ms. Mary V. Carroll
Akerman Senterfitt & Eidson,
Floor 28th
One Southeast Third Avenue
Miami, FL 33131-1714

ARTICLES OF MERGER

NEUROSTEM, INC.

INTO

REGENMED CORP.

PLEASE RETURN THE FOLLOWING AS PROOF OF FILING:

XX CERTIFIED COPY
 PLAIN STAMPED COPY

CONTACT PERSON: Norma Parramore

EXAMINER'S INITIALS: _____

03 JAN 28 PM 12:58
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SECRETARY OF STATE
TALLAHASSEE, FLORIDA

**ARTICLES OF MERGER
OF
NEUROSTEM, INC.,
a Tennessee corporation,**

WITH AND INTO

**REGENMED CORP.,
a Florida corporation**

Pursuant to the provisions of Sections 48-21-102, 48-21-107 and 48-21-109 of the Tennessee Business Corporation Act and Sections 607.1101, 607.1105, 607.1107 and 607.1109 of the Florida Business Corporation Act, NEUROSTEM, INC., a Tennessee corporation, and REGENMED CORP., a Florida corporation, do hereby adopt the following Articles of Merger:

1. The names of the entities which are parties to the merger contemplated by these Articles of Merger (the "Merger") are:

- (i) NEUROSTEM, INC., a Tennessee corporation (the "Merging Company");
- and
- (ii) REGENMED CORP., a Florida corporation (the "Surviving Company").

2. The Merging Company is hereby merged with and into the Surviving Company and the separate existence of the Merging Company shall cease. The Surviving Company is the surviving entity in the Merger. A copy of the Agreement and Plan of Merger is attached hereto as Exhibit "A" and made a part hereof by reference as if fully set forth herein. The Agreement and Plan of Merger and the performance of its terms were duly approved by action required under the applicable provisions of the laws of the State of Florida and the State of Tennessee, and the charters of the Merging Company and the Surviving Company.

3. The Agreement and Plan of Merger was unanimously approved by the Board of Directors and the shareholders of the Merging Company by unanimous written consent dated as of January 21, 2003, in accordance with applicable Tennessee law and the charter of the Merging Company.

4. The Agreement and Plan of Merger was unanimously approved by the Board of Directors and the shareholders of the Surviving Company by unanimous written consent dated as of January 10, 2003, in accordance with applicable Florida law and the charter of the Surviving Company.

5. The Merger shall become effective at midnight on the day these Articles of Merger are filed with the Tennessee Secretary of State.

The parties have caused these Articles of Merger to be executed on January 27,
2003.

MERGING COMPANY:

NEUROSTEM, INC.

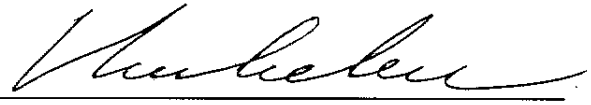
By: 

Name: Valery Kukekov

Title: President

SURVIVING ENTITY:

REGENMED CORP.

By: 

Name: Valery Kukekov

Title: President

EXHIBIT "A"

AGREEMENT AND PLAN OF MERGER

See Attached

AGREEMENT AND PLAN OF MERGER

THIS AGREEMENT AND PLAN OF MERGER (the "Agreement") is made and entered into as of January 27, 2003, by and between NEUROSTEM, INC., a Tennessee corporation (the "Merging Company"), and REGENMED CORP., a Florida corporation (the "Surviving Company").

WITNESSETH:

WHEREAS, the Merging Company is a corporation duly organized and existing under and by virtue of the laws of the State of Tennessee;

WHEREAS, the Surviving Company is a corporation duly organized and existing under and by virtue of the laws of the State of Florida;

WHEREAS, pursuant to a duly authorized action of the Board of Directors and shareholders of the Merging Company and the Board of Directors and shareholders of the Surviving Company, the Merging Company and the Surviving Company have determined that they shall merge (the "Merger") upon the terms and conditions and in the manner set forth in this Agreement and in accordance with applicable law.

NOW THEREFORE, in consideration of the mutual premises herein contained, the Merging Company and the Surviving Company hereby agree as follows:

1. MERGER. The Merging Company and the Surviving Company agree that the Merging Company shall be merged with and into the Surviving Company, as a single and surviving entity, upon the terms and conditions set forth in this Agreement, and that the Surviving Company shall continue under the laws of the State of Florida as the surviving entity of the Merger.

2. SURVIVING ENTITY. At the Effective Time (as defined below) of the Merger:

(a) The Surviving Company shall be the surviving entity of the Merger, and shall continue to exist as a corporation under the laws of the State of Florida, with all of the rights and obligations as are provided by the Florida Statutes.

(b) The Merging Company shall cease to exist, and its property shall become the property of the Surviving Company as the surviving entity of the Merger.

3. CONSTITUENT DOCUMENTS. As a result of the Merger and at the Effective Time, the constituent documents of the Surviving Company shall be as follows:

(a) **Articles of Incorporation.** The Articles of Incorporation of the Surviving Company shall continue as the Articles of Incorporation of the Surviving Company.

(b) **Bylaws.** The bylaws of the Surviving Company shall continue as the bylaws of the Surviving Company.

4. **MANNER AND BASIS OF CONVERTING SHARES.** At the Effective Time, each of the outstanding shares of the Merging Company shall, by virtue of the Merger and without any action on the part of the holder thereof, be converted into one share in the Surviving Company, and each certificate previously evidencing any such shares shall thereafter represent the right to receive, upon the surrender of such certificate to the Surviving Company or its designated agent, certificates evidencing such shares in the Surviving Company into which such Merging Company shares were converted. The holders of such certificates previously evidencing such shares in the Merging Company shall cease to have any rights with respect to such shares except as otherwise provided herein or by law. At the Effective Time, all shares of the Surviving Company outstanding immediately prior thereto shall no longer be outstanding and shall automatically be canceled and retired and shall cease to exist.

5. **APPROVAL.** The Merger contemplated by this Agreement has previously been unanimously adopted and approved by the Merging Company's Board of Directors and shareholders and the Surviving Company's Board of Directors and shareholders, in each case by a unanimous written consent dated January 21, 2003 and January 10, 2003, respectively. The proper officers of the Merging Company and the Surviving Company, as applicable, shall be, and hereby are, authorized and directed to perform all such further acts to execute and deliver to the proper authorities for filing all documents, as the same may be necessary or proper to render effective the Merger contemplated by this Agreement.

6. **EFFECTIVE DATE OF MERGER.** The Merger shall be effective at midnight on the date the Articles of Merger are filed with the Secretary of State of Florida and the Secretary of State of Tennessee (the "Effective Time").

7. **DIRECTORS AND OFFICERS.** At the Effective Time, the names of the directors and officers of the Surviving Company are as follows:

Valery G. Kukekov—Director, President and Treasurer

Charles A. Sevier—Director, Secretary

8. **MISCELLANEOUS.**

(a) **Governing Law.** This Agreement shall be construed in accordance with the laws of the State of Florida.

(b) **No Third Party Beneficiaries.** The terms and conditions of this Agreement are solely for the benefit of the parties hereto and the shareholders of the Merging Company and the shareholders of the Surviving Company, and no person not a party to this Agreement shall have any rights or benefits whatsoever under this Agreement, either as a third party beneficiary or otherwise.

(c) **Complete Agreement.** This Agreement constitutes the complete Agreement between the parties and incorporates all prior agreements and representations in regard to the matters set forth herein and it may not be amended, changed or modified except by a writing signed by the party to be charged by said amendment, change or modification.

(d) **Counterparts.** This Agreement may be executed in any number of counterparts and each such counterpart shall be deemed to be an original instrument, but all of such counterparts together shall constitute one Agreement.

(Signatures on next page.)

IN WITNESS WHEREOF, the parties have caused this Agreement to be entered into as of the date first above written.

MERGING COMPANY:

NEUROSTEM, INC.

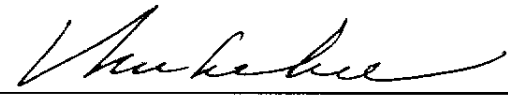
By: 

Name: Valery Kukekov

Title: President

SURVIVING ENTITY:

REGENMED CORP.

By: 

Name: Valery G. Kukekov

Title: President