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Division of Corporations
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Account Number : 076326003550
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TALLAHASSEE, FLORIDAMERGER OR SHARE EXCHANGE
MRI Administration Solutions Corp.

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Merger
@ 12/5/12

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**STATE OF FLORIDA
ARTICLES OF MERGER**

Between

MRI ADMINISTRATION SOLUTIONS CORP.
(a Florida corporation)

and

MRI ADMINISTRATION SOLUTIONS CORP.
(a New York corporation)

EFFECTIVE DATE
Dec 31 2012

FILED
SECRETARY OF STATE
DIVISION OF CORPORATIONS
12 DEC -5 AM 10:03

THESE ARTICLES OF MERGER are made and entered into on this 30th day of November, 2012, by and between MRI ADMINISTRATION SOLUTIONS CORP., a Florida corporation (the "Surviving Corporation") and MRI ADMINISTRATION SOLUTIONS CORP., a New York corporation (the "Merging Corporation"), in accordance with the Florida Business Corporation Act, pursuant to section 607.1105, F.S.

FIRST: The name and jurisdiction of the Surviving Corporation:

<u>Name</u>	<u>Jurisdiction</u>	<u>Document Number</u>
MRI Administration Solutions Corp.	Florida	P12000092605

SECOND: The name and jurisdiction of each Merging Corporation:

<u>Name</u>	<u>Jurisdiction</u>	<u>Document Number</u>
MRI Administration Solutions Corp.	New York	2246417

THIRD: The Plan of Merger is attached.

FOURTH: The merger shall become effective as if 11:59 p.m. on December 31, 2012.

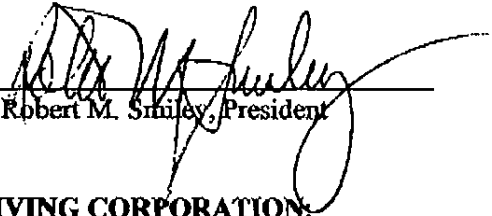
FIFTH: The Plan of Merger was unanimously adopted by the Board of Directors and Shareholders of the Surviving Corporation by written consent on November 30, 2012.

SIXTH: The Plan of Merger was unanimously adopted by the Board of Directors and Shareholders of the Merging Corporation by written consent on November 30, 2012.

IN WITNESS WHEREOF, the Surviving Corporation and the Merging Corporation, pursuant to the approval and authority duly given by resolutions adopted by their respective Board of Directors and shareholders have caused these Articles of Merger to be executed by the President or authorized person of each party hereto, as of the date first set forth above.

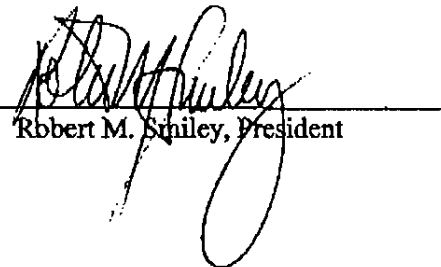
MERGER CORPORATION:

MRI ADMINISTRATION SOLUTIONS CORP.,
a New York corporation

By: 
Robert M. Smiley, President

SURVIVING CORPORATION:

MRI ADMINISTRATION SOLUTIONS CORP.,
a Florida corporation

By: 
Robert M. Smiley, President

AGREEMENT AND PLAN OF MERGER

This Agreement of Merger dated this 30th day of November, 2012 by and between MRI ADMINISTRATION SOLUTIONS CORP., a Florida corporation ("FL Corp") and MRI ADMINISTRATION SOLUTIONS CORP., a New York corporation ("NY Corp") (FL Corp and NY Corp hereinafter sometimes collectively referred to as the "Corporations" and individually referred to as a "Corporation"), and provides as follows:

WITNESSETH:

WHEREAS, FL Corp desires to acquire the properties and other assets, and to assume all of the liabilities and obligations, of NY Corp by means of a merger of NY Corp with and into FL Corp, pursuant to the applicable laws of the State of Florida, which laws permit such merger, and which merger is intended to constitute a tax-free reincorporation under Section 368(a)(1)(f) of the Internal Revenue Code of 1986, as amended;

WHEREAS, the NY Corp and FL Corp now desire to merge, following which FL Corp shall be the surviving corporation;

WHEREAS, the Board of Directors and the Shareholders of NY Corp have approved this Agreement and Plan of Merger by written consent and approve of the consummation of the Merger; and

WHEREAS, the Board of Directors and the Shareholders of FL Corp have approved this Agreement and Plan of Merger by written consent and approve of the consummation of the Merger.

NOW, THEREFORE, in consideration of the mutual covenants, agreements, warranties and representations herein contained, the parties agree as follows:

1. Recitals. The foregoing recitals are hereby restated and incorporated by reference herein.

2. Merger. The Corporations hereby agree that NY Corp shall be merged with and into FL Corp, the result of which such the Corporations shall thereafter be a single entity in accordance with the terms and conditions of this Agreement, and that single entity shall be FL Corp as the surviving corporation ("Surviving Corporation").

3. Conversion of Shares. On the Effective Date, each share of common stock of NY Corp issued and outstanding immediately prior to the Effective Date, shall by virtue of the Merger and without the surrender of certificates or any other action by the holder of such common stock, be converted into and exchangeable for one share of fully paid and non-assessable shares of common stock of FL Corp. Upon such conversion, each share of common stock of NY Corp issued and outstanding immediately prior to the

Effective Date shall, by virtue of the Merger and without any action on the part of the holder thereof, be automatically canceled and retired and cease to exist.

4. Effective Date. The Merger shall become effective at 11:59 p.m. on December 31, 2012 (the "Effective Date").

5. Transfer and Conveyance of Assets and Assumption of Liabilities. On the Effective Date, FL Corp, as the Surviving Corporation, without further transfer, shall succeed to and possess all of the rights, privileges and powers of NY Corp and all of the assets and property of whatever kind and character of the NY Corp shall vest in FL Corp without further act or deed; thereafter, FL Corp as the Surviving Corporation, shall be liable for all of the liabilities and obligations of NY Corp.

If at any time the FL Corp shall consider or be advised that any further assignment, conveyance or assurance is necessary or advisable to vest, perfect or confirm of record in FL Corp the title to any property or right formerly held by NY Corp, or otherwise to carry out the provisions hereof, the proper representatives of NY Corp as of the Effective Date shall execute and deliver any and all proper deeds, assignments, and assurances and do all things necessary or proper to vest, perfect or convey title to such property or right in FL Corp and otherwise to carry out the provisions hereof.

6. Termination. This Agreement may be terminated and the Merger may be abandoned at any time prior to the Effective Date:

(a) by mutual written consent of FL Corp and NY Corp or

(b) by either FL Corp or NY Corp if there shall be any law or regulation that makes consummation of the Merger illegal or otherwise prohibited, or if any judgment, injunction, order or decree enjoining FL Corp or NY Corp from consummating the Merger is entered and such judgment, injunction, order or decree shall become final and non-appealable.

If this Agreement is terminated pursuant to this Section 6, this Agreement shall become void and of no effect with no liability on the part of either party hereto.

7. Conditions to the Obligations of Each Party. The obligations of NY Corp and FL Corp to consummate the Merger are subject to satisfaction of the following conditions as of the Effective Date:

(a) as to NY Corp, each of the members of the Board of Directors and the shareholders holding the requisite number of shares to approve the Merger shall have consented in writing to the Merger in accordance with this Plan and shall have designated that the President of NY Corp or other duly authorized officer execute and deliver all required documents to consummate the Merger;

(b) as to FL Corp, each of the members of the Board of Directors and the shareholders holding the requisite number of shares to approve the Merger shall have consented in writing to the Merger in accordance with this Plan and shall have designated that the President of FL Corp or other duly authorized officer execute and deliver all required documents to consummate the Merger;

(c) no provision of any applicable law or regulation and no judgment, injunction, order or decree shall prohibit the consummation of the Merger;

(d) all actions by or in respect of or filings with any governmental body, agency, official, or authority required to permit the consummation of the Merger shall have been obtained;

(e) NY Corp hereby certifies that all fees and taxes (including penalties and interest) administered by the New York Department of Taxation and Finance which are due and payable have been paid and that a cessation franchise tax report as of the date of consummation or the merger has been filed and FL Corp as the surviving corporation will, within thirty (30) days after consummation of the merger file such reports and promptly pay to the Department of taxation and finance all fees and taxes (including penalties and interest), if any, due by or on behalf of NY Corp; and

(f) the Articles of Incorporation and Bylaws of FL Corp shall continue as the Articles of Incorporation and Bylaws of the Surviving Corporation, until duly amended in accordance with their terms and the laws of the State of Florida.

8. Miscellaneous Provisions.

(a) Amendments; No Waivers.

(i) Any provision of this Agreement may, subject to applicable law, be amended or waived prior to the Effective Date if, and only if, such amendment or waiver is in writing and signed by NY Corp and FL Corp.

(ii) No failure or delay by any party hereto in exercising any right, power or privilege hereunder shall operate as a waiver thereof nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any other right, power or privilege. The rights and remedies herein provided shall be cumulative and not exclusive of any rights or remedies provided by law.

(b) Successors and Assigns. The provisions of this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns, provided that no party may assign, delegate or otherwise transfer any of its rights or obligations under this Agreement without the consent of the other party hereto.

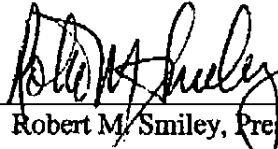
(c) Governing Law. This Agreement shall be construed in accordance with and governed by the laws of the State of Florida, without giving effect to principles of conflict of laws.

(d) Counterparts; Effectiveness. This Agreement may be signed in any number of counterparts, each of which shall be an original, with the same effect as if the signatures thereto and hereto were upon the same instrument. This Agreement shall become effective when each party hereto shall have received the counterpart hereof signed by the other party hereto.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the day and year first above written by those persons authorized and required by law to adopt, approve and consent to the foregoing Merger.

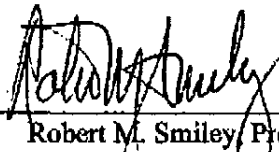
MERGER CORPORATION:

MRI ADMINISTRATION SOLUTIONS
CORP., a New York corporation

By: 
Robert M. Smiley, President

SURVIVING CORPORATION:

MRI ADMINISTRATION SOLUTIONS
CORP., a Florida corporation

By: 
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