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DIVISION OF CORPORATIONS

**MERGER OR SHARE EXCHANGE**

**Z-TECH MEDICAL INC.**

Certificate of Status	0
Certified Copy	0
Page Count	11
Estimated Charge	\$70.00

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TALLAHASSEE, FLORIDA  
STATE DEPARTMENT OF STATE

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**ARTICLES OF MERGER**  
**OF**  
**Z-TECH, INC. (A FLORIDA CORPORATION)**  
**INTO**

**Z-TECH MEDICAL INC. (A DELAWARE CORPORATION)**

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

**First:** The name and jurisdiction of the surviving corporation:

<u>Name</u>	<u>Jurisdiction</u>	<u>Document Number</u> (if known/ applicable)
Z-Tech Medical Inc.	Delaware	

**Second:** The name and jurisdiction of each merging corporation:

<u>Name</u>	<u>Jurisdiction</u>	<u>Document Number</u> (if known/ applicable)
Z-Tech, Inc.	Florida	

**Third:** The Agreement and 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.

**Fifth:** Adoption of Merger by surviving corporation

The Plan of Merger was adopted by the shareholders of the surviving corporation on December 14, 2005.

**Sixth:** Adoption of Merger by merging corporations

The Plan of Merger was adopted by the shareholders of the merging corporation on December 14, 2005.

DEPARTMENT OF STATE  
TALLAHASSEE, FLORIDA

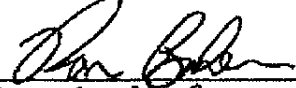
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Seventh: SIGNATURES FOR EACH CORPORATION

~~Z-TECH, INC.~~ <sup>MEDICAL INC.</sup>, a Delaware corporation

By:   
Name: RON BAKER  
Title: VICE PRESIDENT

Z-TECH, INC., a Florida corporation

By:   
Name: RON BAKER  
Title: VICE PRESIDENT

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**AGREEMENT AND PLAN OF MERGER**  
Attached hereto

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**AGREEMENT AND PLAN OF MERGER****OF****Z-TECH, INC.  
(A FLORIDA CORPORATION)****AND****Z-TECH MEDICAL INC.  
(A DELAWARE CORPORATION)**

THIS AGREEMENT AND PLAN OF MERGER dated as of December 14, 2005 (the "Agreement") is between Z-Tech, Inc., a Florida corporation ("Z-Tech Florida") and Z-Tech Medical Inc., a Delaware corporation ("Z-Tech Delaware"). Z-Tech Delaware and Z-Tech Florida are sometimes referred to herein as the "Constituent Corporations."

**RECITALS**

A. Z-Tech Delaware is a corporation duly organized and existing under the laws of the State of Delaware and has an authorized capital of 100 shares, 100 of which are designated "Common Stock" \$ .01 par value per share. As of the date hereof, 100 shares of Common Stock were issued and outstanding, all of which were held by Z-Tech Florida.

B. Z-Tech Florida is a corporation duly organized and existing under the laws of the State of Florida and has an authorized capital of 100 shares, \$ 1 par value, which are designated as "Common Stock". As of the date hereof, 90 shares of Common Stock were issued and outstanding.

C. The Board of Directors of Z-Tech Florida has determined that, for the purpose of effecting the reincorporation of Z-Tech Florida in the State of Delaware, it is advisable and in the best interests of Z-Tech Florida and its stockholders that Z-Tech Florida merge with and into Z-Tech Delaware upon the terms and conditions herein provided.

D. The respective Boards of Directors of Z-Tech Delaware and Z-Tech Florida have approved this Agreement and have directed that this Agreement be submitted to a vote of their respective sole stockholder and stockholders and executed by the undersigned officers.

NOW, THEREFORE, in consideration of the mutual agreements and covenants set forth herein, Z-Tech Delaware and Z-Tech Florida hereby agree, subject to the terms and conditions hereinafter set forth, as follows:

**I. MERGER**

- 1.1 **Merger.** In accordance with the provisions of this Agreement, the Delaware General Corporation Law and the Florida Business Corporation Act, Z-Tech Florida shall be

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merged with and into Z-Tech Delaware (the "Merger"), the separate existence of Z-Tech Florida shall cease and Z-Tech Delaware shall survive the Merger and shall continue to be governed by the laws of the State of Delaware. Z-Tech Delaware shall be, and is herein sometimes referred to as, the "Surviving Corporation." The name of the Surviving Corporation shall be Z-Tech Medical Inc.

**1.2 Filing and Effectiveness.** The Merger shall become effective when the following actions shall have been completed:

- (a) This Agreement and Merger shall have been adopted and approved by the stockholders of each Constituent Corporation in accordance with the requirements of the Delaware General Corporation Law and the Florida Business Corporation Act;
- (b) All of the conditions precedent to the consummation of the Merger specified in this Agreement shall have been satisfied or duly waived by the party entitled to satisfaction thereof;
- (c) An executed Certificate of Merger or an executed counterpart of this Agreement meeting the requirements of the Delaware General Corporation Law shall have been filed with the Secretary of State of the State of Delaware; and
- (d) An executed Articles of Merger or an executed counterpart of this Agreement meeting the requirements of the Florida Business Corporation Act shall have been filed with the Secretary of State of the State of Florida.

The date and time when the Merger shall become effective, as aforesaid, is herein called the "Effective Date of the Merger."

- 1.3 Effect of the Merger.** Upon the Effective Date of the Merger, the separate existence of Z-Tech Florida shall cease and Z-Tech Delaware, as the Surviving Corporation, (i) shall continue to possess all of its assets, rights, powers and property as constituted immediately prior to the Effective Date of the Merger, (ii) shall be subject to all actions previously taken by its and Z-Tech Florida's Board of Directors, (iii) shall succeed, without other transfer, to all of the assets, rights, powers and property of Z-Tech Florida in the manner more fully set forth in Section 259 of the Delaware General Corporation Law, (iv) shall continue to be subject to all of the debts, liabilities and obligations of Z-Tech Delaware as constituted immediately prior to the Effective Date of the Merger, and (v) shall succeed, without other transfer, to all of the debts, liabilities and obligations of Z-Tech Florida in the same manner as if Z-Tech Delaware had itself incurred them, all is more fully provided under the applicable provisions of the Delaware General Corporation Law and the Florida Business Corporation Act.

## II. CHARTER DOCUMENTS, DIRECTORS AND OFFICERS

- 2.1 Certificate of Incorporation.** The Certificate of Incorporation of Z-Tech Delaware as in effect immediately prior to the Effective Date of the Merger shall continue in full force

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and effect as the Certificate of Incorporation of the Surviving Corporation until duly amended in accordance with the provisions thereof and applicable law.

- 2.2 **Bylaws.** The Bylaws of Z-Tech Delaware as in effect immediately prior to the Effective Date of the Merger shall continue in full force and effect as the Bylaws of the Surviving Corporation until duly amended in accordance with the provisions thereof and applicable law.
- 2.3 **Directors and Officers.** The directors and officers of Z-Tech Florida immediately prior to the Effective Date of the Merger shall be the directors and officers of the Surviving Corporation until their successors shall have been duly elected and qualified or until as otherwise provided by law, or the Certificate of Incorporation of the Surviving Corporation or the Bylaws of the Surviving Corporation.

### III. MANNER OF CONVERSION OF STOCK

The manner and basis of converting the shares of the capital stock of Z-Tech Florida and the nature and amount of securities of Z-Tech Delaware which the holders of shares of Z-Tech Florida are to receive in exchange for such shares are as follows:

- 3.1 **Z-Tech Florida Common Stock.** Upon the Effective Date of the Merger, (x) each share of Z-Tech Florida Common Stock issued and outstanding immediately prior thereto shall, by virtue of the Merger and without any action by the Constituent Corporations, the holder of such shares or any other person, be converted into and exchanged for one (1) fully paid and nonassessable share of Common Stock, no par value of the Surviving Corporation.
- 3.2 **Z-Tech Florida Options and Employee Benefits.**
- (a) Upon the Effective Date of the Merger, the Surviving Corporation shall assume and continue the stock option and related plans (including without limitation the \_\_\_\_\_ Stock Option Plan) and all other employee benefit plans of Z-Tech Florida. Each outstanding and unexercised option or other right to purchase Z-Tech Florida Common Stock shall become an option or right to purchase the Surviving Corporation's Common Stock on the basis of one share of the Surviving Corporation's Common Stock for each share of Z-Tech Florida Common Stock issuable pursuant to any such option or related right, on the same terms and conditions and at an exercise price per share equal to the exercise price applicable to any such Z-Tech Florida option or related right at the Effective Date of the Merger.
- (b) A number of shares of the Surviving Corporation's Common Stock shall be reserved for issuance upon the exercise of options and related rights equal to the number of shares of Z-Tech Florida Common Stock so reserved immediately prior to the Effective Date of the Merger.
- 3.3 **Z-Tech Delaware Common Stock.** Upon the Effective Date of the Merger, each share of Common Stock, \$ 0.01 par value, issued and outstanding immediately prior thereto

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shall, by virtue of the Merger and without any action by Z-Tech Delaware, the holder of such shares or any other person, be canceled and returned to the status of authorized but unissued shares.

- 3.4 **Exchange of Certificates.** After the Effective Date of the Merger, each holder of an outstanding certificate representing shares of Z-Tech Florida Common Stock may, at such stockholder's option, surrender the same for cancellation to an exchange agent, whose name will be delivered to such holders prior to any requested exchange (the "Exchange Agent"), and each such holder shall be entitled to receive in exchange therefor a certificate or certificates representing the number of shares of the Surviving Corporation's Common Stock into which the surrendered shares were converted as herein provided. Unless and until so surrendered, each outstanding certificate theretofore representing shares of Z-Tech Florida Common Stock and/or Z-Tech Florida Preferred Stock shall be deemed for all purposes to represent the number of shares of the Surviving Corporation's Common Stock into which such shares of Z-Tech Florida Common Stock were converted in the Merger.

The registered owner on the books and records of the Surviving Corporation or the Exchange Agent of any shares of stock represented by such outstanding certificate shall, until such certificate shall have been surrendered for transfer or conversion or otherwise accounted for to the Surviving Corporation or the Exchange Agent, have and be entitled to exercise any voting and other rights with respect to and to receive dividends and other distributions upon the shares of Common Stock of the Surviving Corporation represented by such outstanding certificate as provided above.

Each certificate representing stock of the Surviving Corporation so issued in the Merger shall bear the same legends, if any, with respect to the restrictions on transferability as the certificates of Z-Tech Florida so converted and given in exchange therefore, unless otherwise determined by the Board of Directors of the Surviving Corporation in compliance with applicable laws, or other such additional legends as agreed upon by the holder and the Surviving Corporation.

If any certificate for shares of Z-Tech Delaware stock is to be issued in a name other than that in which the certificate surrendered in exchange therefore is registered, it shall be a condition of issuance thereof that the certificate so surrendered shall be properly endorsed and otherwise in proper form for transfer, that such transfer otherwise be proper and comply with applicable securities laws and that the person requesting such transfer pay to Z-Tech Delaware or the Exchange Agent any transfer or other taxes payable by reason of issuance of such new certificate in a name other than that of the registered holder of the certificate surrendered or establish to the satisfaction of Z-Tech Delaware that such tax has been paid or is not payable.

#### IV. GENERAL

- 4.1 **Covenants of Z-Tech Delaware.** Z-Tech Delaware covenants and agrees that it will, on or before the Effective Date of the Merger:

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- (a) qualify to do business as a foreign corporation in the State of Florida and in connection therewith irrevocably appoint an agent for service of process as required under the provisions of Florida Business Corporation Act;
- (b) file any and all documents with the Florida Franchise Tax Board necessary for the assumption by Z-Tech Delaware of all of the franchise tax liabilities of Z-Tech Florida; and
- (c) take such other actions as may be required by the Florida Business Corporation Act.

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

4.3 **Abandonment.** At any time before the Effective Date of the Merger, this Agreement may be terminated and the Merger may be abandoned for any reason whatsoever by the Board of Directors of either Z-Tech Florida or of Z-Tech Delaware, or of both, notwithstanding the approval of this Agreement by the stockholders of Z-Tech Florida or by the sole stockholder of Z-Tech Delaware, or by both.

4.4 **Amendment.** The Boards of Directors of the Constituent Corporations may amend this Agreement at any time prior to the filing of this Agreement (or certificate in lieu thereof) with the Secretaries of State of the States of Delaware and Florida, provided that an amendment made subsequent to the adoption of this Agreement by the stockholders of either Constituent Corporation shall not: (a) alter or change the amount or kind of shares, securities, cash, property and/or rights to be received in exchange for or on conversion of all or any of the shares of any class or series thereof of such Constituent Corporation; (b) alter or change any term of the Certificate of Incorporation of the Surviving Corporation to be effected by the Merger; or (c) alter or change any of the terms and conditions of this Agreement if such alteration or change would adversely affect the holders of any class or series of capital stock of any Constituent Corporation.

4.5 **Registered Office.** The registered office of the Surviving Corporation in the State of Delaware is at 2711 Centreville Road, Suite 400, Wilmington, Delaware 19801, County of New Castle and Corporation Service Company is the registered agent of the Surviving Corporation at such address.

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- 4.6 Agreement. Executed copies of this Agreement will be on file at the principal place of business of the Surviving Corporation at 234 Littleton Rd., Unit 2H, Westford, Massachusetts 01866, USA and copies thereof will be furnished to any stockholder of either Constituent Corporation, upon request and without cost.
- 4.7 Governing Law. This Agreement shall in all respects be construed, interpreted and enforced in accordance with and governed by the laws of the State of Delaware and, so far as applicable, the merger provisions of the Florida Business General Corporation Act.
- 4.8 Counterparts. In order to facilitate the filing and recording of this Agreement, the same may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, this Agreement having first been approved by the resolutions of the Board of Directors of Z-Tech Medical Inc., a Delaware corporation, and Z-Tech, Inc., a Florida corporation, is hereby executed on behalf of each of such two corporations and attested by their respective officers thereunto duly authorized.

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~~Z-TECH, INC.~~ <sup>MEDICAL INC.</sup>  
a Delaware corporation

By: Steven Nakashige  
Name: STEVEN NAKASHIGE  
Title: PRESIDENT

ATTEST:

Ron Baker  
Name: RON BAKER  
Title: Secretary

Z-TECH, INC.,  
Florida Corporation

By: Steven Nakashige  
Name: STEVEN NAKASHIGE  
Title: PRESIDENT

ATTEST:

Ron Baker  
Name: RON BAKER  
Title: Secretary

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