

*Amaral Law Firm*

M. Peter Amaral  
11401A West Palmetto Park Road #223  
Boca Raton, Florida 33428

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E Mail: amaral@gate.net

July 5, 1995

Department of State  
Division of Corporations  
P.O. Box 6327  
Tallahassee, FL 32314

500001535775  
-07/12/95 --01052--015  
\*\*\*\*\*70.00 \*\*\*\*\*70.00

Re: Restoration Sciences

Enclosed please find an original of the articles of incorporation for the above corporation  
and a check in the amount of \$70.00.

FROM:

M. Peter Amaral, Esq.  
11401A West Palmetto Park Rd. #223  
Boca Raton, FL 33428  
(407) 479-4775

SN  
2/17/95

FILED  
95 JUL 12 AM 10:07  
SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

EFFECTIVE DATE  
July 7, 1995

STATE OF FLORIDA  
ARTICLES OF INCORPORATION  
OF  
RESTORATION SCIENCES, INC.  
TALLAHASSEE, FLORIDA

FILED

JUL 12 AM 10:07

SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

The undersigned, desiring to form, organize and incorporate a corporation under the laws of the State of Florida, hereby adopts the following Articles of Incorporation and certifies:

ARTICLE I

The name of this corporation shall be:

Restoration Sciences, Inc

The mailing address shall be:

10735 Shady Pond Lane  
Boca Raton, FL 33428

ARTICLE II

This corporation shall engage in any lawful activity and shall enjoy all the rights and privileges of a corporation granted by the United States Constitution and the Constitution and laws of the State of Florida.

ARTICLE III

The aggregate number of shares of stock which the corporation shall have authority to issue is 20,000,000 shares consisting of 10,000,000 shares of Common Stock, \$.001 par value per share, and 10,000,000 shares of preferred stock, \$.001 par value per share, the preferences, limitations and relative rights of which shall be determined by the Board of Directors before the issuance of any such preferred shares.

ARTICLE IV

The corporation is to have perpetual existence. Corporate existence shall commence on July 7, 1995.

ARTICLE V

The corporation shall be managed by a Board of not fewer than one nor more than twenty-one individuals, who shall be natural persons of full age, and who shall be elected annually by the shareholders having voting rights, for the term of one year, and shall serve until the election and acceptance of their

annual meeting, the terms of the sitting directors shall be automatically continued indefinitely until their successors are elected and qualified. Directors need not be residents of the State of Florida nor shareholders. Any vacancies, including vacancies resulting from an increase in the number of directors, may be filled by the Board of Directors, though less than a quorum, for the unexpired term. The Board of Directors shall have full power, and it is hereby expressly authorized, to increase or decrease the number of directors from time to time without requiring a vote of the shareholders.

The initial directors shall be determined by the incorporators at the initial meeting of the incorporators.

#### ARTICLE VI

This corporation, and any or all of the shareholders of this corporation, may from time to time enter into such agreements as they deem expedient relating to the shares of stock held by them and limiting the transferability thereof; and thereafter any transfer of such shares shall be made in accordance with the provisions of such agreement, provided that before the actual transfer of such shares on the books of the corporation, written notice of such agreement shall be given to this corporation by filing a copy thereof with the secretary of the corporation and a reference to such agreement shall be stamped, written or printed upon the certificate representing such shares, and the By-Laws of this corporation may likewise include provisions for the making of such agreement, as aforesaid.

#### ARTICLE VII

The private property of the shareholders of the corporation shall not be subject to the payment of the corporation's debts to any extent whatsoever.

#### ARTICLE VIII

The corporation hereby designates, as its Registered Agent, to accept service of process within the State:

M. Peter Amaral  
10735 Shady Pond Lane  
Boca Raton, FL 33428

#### ARTICLE IX

The following indemnification provisions shall be deemed to be contractual in nature and not subject to retroactive removal or reduction by amendment.

(a) This corporation shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil or criminal,

judicial, administrative or investigative, by reason of the fact that he/she is or was a director, officer, employee or agent of the corporation or is or was serving at the request of this corporation as a director or officer or employee or agent or member of another corporation, partnership, joint venture, trust, or other enterprise, against expenses (including attorneys' fees), judgments, fines, and amounts paid in settlement, actually and reasonably incurred by him/her in connection with such action, suit or proceeding, including any appeal thereof, if he/she acted in good faith or in a manner he/she reasonably believed to be in, or not opposed to, the best interests of this corporation, and with respect to any criminal action or proceeding, if he/she had no reasonable cause to believe his/her conduct was unlawful. However, with respect to any action by or in the right of this corporation to procure a judgment in its favor, no indemnification shall be made in respect of any claim, issue, or matter as to which such person is adjudged liable for negligence or misconduct in the performance of his/her duty to the corporation unless, and only to the extent that, the court in which such action or suit was brought determines, on application, that despite the adjudication of liability, such person is fairly and reasonably entitled to indemnity in view of all the circumstances of the case. Termination of any action, suit or proceeding by judgment, order, settlement, conviction, or in a plea of nolo contendere or its equivalent, shall not, of itself, create a presumption that the party did not meet the applicable standard of conduct. Indemnification hereunder may be paid by the corporation in advance of the final disposition of any action, suit or proceeding, on a preliminary determination that the director, officer, employee or agent met the applicable standard of conduct.

(b) The corporation shall also indemnify any person entitled to indemnification hereunder who has been successful on the merits or otherwise, in defense of any action, suit, or proceeding, or in defense of any claim, issue, or matter therein, against all expenses, including attorneys' fees, actually and reasonably incurred by him/her in connection therewith, without the necessity of an independent determination that such person met any appropriate standard of conduct.

(c) The indemnification provided for herein shall continue as to any 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 person.

(d) In addition to the indemnification provided for herein, the corporation shall have power to make any other or further indemnification, except an indemnification against gross negligence or willful misconduct, under any resolution or agreement duly adopted by the Board of Directors, or duly authorized by a majority of the shareholders.

#### **ARTICLE X**

No director of the corporation shall be personally liable to the corporation or its shareholders for monetary damages for breach of fiduciary duty as a director; provided, that the foregoing clause shall not apply to any liability of a director for any action for which the Florida Business Corporation Act proscribes this limitation and then only to the extent that this limitation is specifically proscribed.

#### ARTICLE XI

In furtherance, and not in limitation, of the powers conferred by the laws of the State of Florida, the Board of Directors is expressly authorized:

(a) To make, alter, amend, and repeal the By-Laws of the corporation, subject to the power of the holders of stock having voting power to alter, amend, or repeal the By-Laws made by the Board of Directors.

(b) To determine and fix the value of any property to be acquired by the corporation and to issue and pay in exchange therefore, stock of the corporation; and the judgment of the directors in determining such value shall be conclusive.

(c) To set apart out of any funds of the corporation available for dividends, a reserve or reserves for working capital or for any other lawful purposes, and also to abolish any such reserve in the same manner in which it was created.

(d) To determine from time to time whether and to what extent, and at what time and places, and under what conditions and regulations the accounts and books of the corporation, or any of the books, shall be open for inspection by the shareholders and no shareholder shall have any right to inspect any account or book or document of the corporation except as conferred by the laws of the State of Florida, unless and until authorized to do so by resolution of the Board of Directors or of the shareholders.

(e) The Board of Directors may, by resolution, provide for the issuance of stock certificates to replace lost or destroyed certificates.

#### ARTICLE XII

If the By-Laws so provide, the shareholders and the Board of Directors of the corporation shall have the power to hold their meetings, to have an office or offices, and to keep the books of the corporation, subject to the provisions of the laws of the State of Florida, outside of said state at such place or places as may be designated from time to time by the Board of Directors.

The corporation may, in its By-Laws, confer powers upon the Board of Directors in addition to those granted by these Articles of Incorporation, and in addition to the powers and authority expressly conferred upon them by the laws of the State of Florida.

Election of directors need not be by ballot unless the By-Laws so provide.

Directors shall be entitled to reasonable fees for their attendance at meetings of the Board of Directors.

**ARTICLE XIII**

In case the corporation enters into contracts or transacts business with one or more of its directors, or with any firm of which one or more of its directors are members, or with any other corporation or association of which one or more of its directors are shareholders, directors, or officers, such contracts or transactions shall not be invalidated or in any way affected by the fact that such director or directors have or may have an interest therein which is or might be adverse to the interest of this corporation, provided that such contracts or transactions are in the usual course of business.

In the absence of fraud, no contract or other transaction between this corporation and any other corporation or any individual or firm, shall in any way be affected or invalidated by the fact that any of the directors of this corporation is interested in such contract or transaction, provided that such interest shall be fully disclosed or otherwise known to the Board of Directors in the meeting of such Board at which time such contract or transaction was authorized or confirmed, and provided, however, that any such directors of this corporation who are so interested may be counted in determining the existence of a quorum at any meeting of the Board of Directors of this corporation which shall authorize or confirm such contract or transaction, and any such director may vote thereon to authorize any such contract or transaction with the like force and effect as if he were not such director or officer of such other corporation or not so interested.

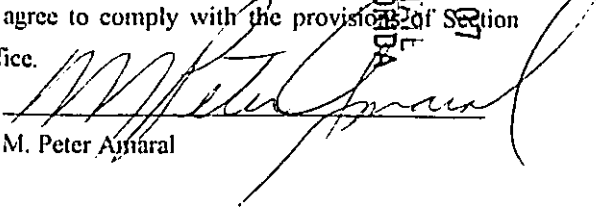
**ARTICLE XIV**

The corporation reserves the right to amend, alter, change or repeal any provision contained in these Articles of Incorporation in the manner now or hereafter prescribed by law, and all rights and powers conferred herein upon shareholders, directors and officers are subject to this reserved power.

IN WITNESS WHEREOF, I, the undersigned, for the purpose of forming a corporation pursuant to the laws of the State of Florida, have hereunto duly executed the foregoing Articles of Incorporation to be filed in the Office of the Secretary of the State of Florida for the purpose therein set forth this 3rd day of July, 1995.

  
M. Peter Amaral, Incorporator

Having been named to accept service of process for the above stated corporation at the place designated, I hereby accept to act in this capacity, and agree to comply with the provisions of Section 48.091, Florida Statutes, relative to keeping open said office.

  
M. Peter Amaral

February 8, 1996

**TRIANGLE LABS**

Secretary of State  
Division of Corporations  
P.O. Box 6327  
Tallahassee, FL 32399

Re: Articles of Merger

Dear Sir/Madam:


500001725715  
-02/27/96--01109--031  
\*\*\*\*\*70.00 \*\*\*\*\*70.00

Enclosed please find the Articles of Merger and Plan and Agreement of Merger between Triangle Laboratories, Inc. and Restoration Sciences, Inc.

A check in the amount of \$70.00 was mistakenly sent under separate cover on February 7. Enclosed for your information is a copy of the referenced check.

Please let me know if we can provide you with any additional information or assistance in this matter.

Sincerely,

  
Albert P. Winston  
Corporate Secretary

FILED  
SECRETARY OF STATE  
DIVISION OF CORPORATIONS  
96 FEB 26 AM 10:47

Enclosures

*merger*

RECEIVED  
96 FEB 12 PM 2:02  
DIVISION OF CORPORATIONS

FEB 26 1996

Triangle Laboratories, Inc.  
801 Capitola Drive  
Durham, NC 27713-4411  
919-544-5729

P.O. Box 13485  
Research Triangle Park, NC 27709-3485  
Fax # 919-544-5491

February 8, 1996

## TRIANGLE LABS

Secretary of State  
Division of Corporations  
P.O. Box 6327  
Tallahassee, FL 32399

Re: Articles of Merger

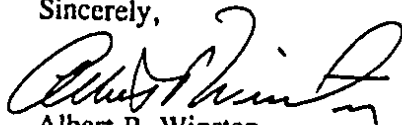
Dear Sir/Madam:

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A check in the amount of \$70.00 was mistakenly sent under separate cover on February 7. Enclosed for your information is a copy of the referenced check.

Please let me know if we can provide you with any additional information or assistance in this matter.

Sincerely,

  
Albert P. Winston  
Corporate Secretary

2/19/96

Ms. Lewis -

Enclosed is our check  
for \$70.00 which had  
been returned.

Thanks for your help -

Al Winston

Enclosures



**ARTICLES OF MERGER**  
**Merger Sheet**

-----  
**MERGING:**

**RESTORATION SCIENCES, INC.**, a Florida corporation P95000054789

**INTO**

**TRIANGLE LABORATORIES, INC.**, a Delaware corporation not qualified in  
Florida.

File date: February 26, 1996

Corporate Specialist: Thelma Lewis

**DOMESTIC CORPORATION AND FOREIGN CORPORATION  
ARTICLES OF MERGER**

FILED  
SECRETARY OF STATE  
DIVISION OF CORPORATIONS  
96 FEB 26 AM 10:47

The undersigned corporations, pursuant to Section 607.1107 of the Florida Business Corporation Act hereby execute the following Articles of Merger:

**FIRST:** The names of the corporations proposing to merge and the names of the states or countries under the laws of which such corporations are organized are as follows:

Name of Corporation	State/country of Incorporation
TRIANGLE LABORATORIES, INC.	Delaware
RESTORATION SCIENCES, INC.	Florida

**SECOND:** The laws of the state or country under which such foreign corporation is organized permit such merger and such foreign corporation is complying with those laws in effecting the merger.

**THIRD:** The foreign corporation is the surviving corporation and complies with Section 607.1105 F.S. (as set forth below); and the domestic corporation complies with the applicable provisions of Sections 607.1101-607.1104 F.S.

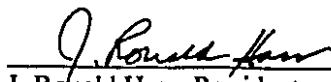
**FOURTH:** The plan of merger is set forth in its entirety as an exhibit hereto.

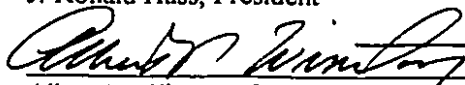
**FIFTH:** The Effective Date of the Merger shall be as soon as practicable.

**SIXTH:** The Plan of Merger was adopted by the majority of the shareholders of Triangle Laboratories, Inc. on September 14, 1995.


**SEVENTH:** The plan of merger was adopted by the unanimous written consent of the shareholders of the majority of the shareholders of Restoration Sciences, Inc. Common Stock on the 13th day of September, 1995.

Signed this 31st day of December, 1995.  
TRIANGLE LABORATORIES, INC.

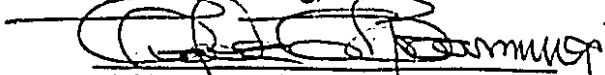
  
J. Ronald Hass, President

  
Albert P. Winston, Secretary

Signed this 31st day of December, 1995.  
RESTORATION SCIENCES, INC., a Florida corporation



Cloide C. Branning, President



Cloide C. Branning, Asst. Secretary

**EXHIBIT A**

**THIS PLAN AND AGREEMENT OF MERGER, dated, September 14, 1995 by and between TRIANGLE LABORATORIES, INC., a Delaware corporation ("TRIANGLE"); and RESTORATION SCIENCES, INC., a Florida corporation ("RSI"), said two corporations hereinafter collectively referred to as the "Constituent Corporations"**

**WITNESSETH:**

**WHEREAS**, the authorized capital stock of TRIANGLE consists of 6,000,000 shares of Common Stock, \$.10 par value per share, of which 2,964,547 shares and options to purchase 610,841 shares, all of which represent 3,575,388 shares fully diluted which are issued and outstanding at September 30, 1995.

**WHEREAS**, the authorized capital stock of RSI consists of 10,000,000 shares of Common Stock, \$.001 par value per share, of which 2,500,000 shares are issued and outstanding at August 31, 1995; and 10,000,000 shares of preferred stock, \$.001 par value per share, of which none are issued and outstanding at August 31, 1995.

**WHEREAS**, the respective Boards of Directors of each of the Constituent Corporations deem it advisable and in the best interests of each of such corporations and their respective shareholders that RSI be merged into TRIANGLE (the "Merger") in the manner herein contemplated;

**NOW, THEREFORE**, in consideration of the premises and the mutual covenants and agreements herein contained, and for the purpose of prescribing the terms and conditions of the Merger, the mode of carrying the same into effect, and the manner and the basis of converting the shares of RSI into shares of TRIANGLE, and such other details and provisions as are deemed necessary or desirable, the parties hereto agree, subject to the terms and conditions hereinafter set forth, as follows:

**ARTICLE I**

In accordance with the provisions of the laws of the States of Delaware and Florida, RSI shall be merged with and into TRIANGLE, which shall be, and is herein sometimes referred to as, "the Surviving Corporation." The purpose of the Surviving Corporation is to engage in any activity within the purposes for which corporations for profit may be organized under the Delaware General Corporation Act.

**ARTICLE II**

Except as herein specifically set forth, the identity, existence, purposes, powers, objects, franchises, privileges, rights and immunities of TRIANGLE shall continue unaffected by the Merger, and the corporate franchises, existence and rights of RSI shall be merged into TRIANGLE, and as the Surviving Corporation, TRIANGLE shall be fully vested therewith. The separate existence and corporate organization of RSI, except insofar as may be continued by statute, shall cease when the Merger shall become effective.

The Merger herein contemplated shall become effective at the time (the "Effective Date of the Merger") when the Merger is consummated in accordance with the laws of the States of Delaware and Florida.

**ARTICLE III**

(a) The Certificate of Incorporation of TRIANGLE shall be the Certificate of Incorporation of the Surviving Corporation.

(b) The Bylaws of TRIANGLE in effect immediately prior to the Effective Date of the Merger shall continue in full force and effect as the Bylaws and Regulations of the Surviving Corporation until they shall thereafter be duly amended.

(c) The Surviving Corporation upon the Effective Date of the Merger hereby appoints the Secretary of State of the State of Florida as its agent for service of process in a proceeding to enforce any obligation or rights of dissenting shareholders of each domestic Florida corporation party to the Merger.

(d) The Surviving Corporation agrees that it will promptly pay to the dissenting shareholders of each domestic Florida corporation party to the Merger the amount, if any, to which they are entitled under s. 607.1302 Florida Statutes.

#### ARTICLE IV

The manner and basis of carrying into effect the Merger provided for herein shall be as follows:

(a) TRIANGLE shall amend its certificate of incorporation to provide that the number of shares of capital stock that the corporation shall have authority to issue shall consist of 60,000,000 shares: comprising 50,000,000 shares Common Stock, \$.10 par value per share, and 10,000,000 shares of preferred stock, \$.10 par value per share, which preferred stock shall be undesignated as to preferences, limitations and relative rights.

(b) TRIANGLE shall change each issued share of Common Stock, \$.10 par value per share, into a greater number of whole shares at the ratio of 2.0976744: per share, or to such other ratio that may be applicable in the circumstance, such that immediately preceding the Merger the 3,575,388 fully diluted shares, or whatever number of shares shall be accurate at the time, shall be changed into 7,500,000 fully diluted issued and outstanding shares, provided, however, that if the number of TRIANGLE shares issued and outstanding shall have changed between September 30, 1995 and the Effective Date of the Merger, then the ratio of conversion shall be changed such that at the time of the Merger, TRIANGLE shall have exactly 7,500,000 fully diluted shares issued and outstanding.

(c) Each share of Common Stock, \$.001 par value per share, of RSI issued and outstanding at the Effective Date of the Merger shall be converted solely into one share of TRIANGLE Common Stock, \$.10 par value per share. No fractional shares shall be issued. If the number of shares required in the conversion includes a fraction, such fraction will be disregarded.

(d) As promptly as practicable after the Effective Date of the Merger, each holder of an outstanding certificate or certificates theretofore representing shares of RSI Common Stock may surrender such certificates to TRIANGLE, and each holder shall be entitled, upon such surrender, to receive in exchange therefor a certificate or certificates representing the aforementioned shares of TRIANGLE Common Stock for each share of RSI Common Stock surrendered.

(e) Until so surrendered, each outstanding certificate which, prior to the Effective Date of the Merger, represented RSI Common Stock, shall be deemed for all corporate purposes, except the payment of dividends, to evidence ownership of TRIANGLE Common Stock, on the basis of the aforementioned number of shares of RSI Common Stock.

(f) Unless and until such outstanding certificates formerly representing the RSI Common Stock are so surrendered, no dividend payable to holders of record of TRIANGLE Common Stock shall be paid to the holders of such outstanding certificates in respect thereof. Upon surrender of such outstanding certificates, however, there shall be paid to the record holders of the certificates of RSI Common Stock issued in exchange therefor the amount of the dividends, if any, which have been declared on such TRIANGLE Common Stock, and which, but for the preceding sentence, would have been payable with respect to such shares of TRIANGLE Common Stock. No interest shall be payable with respect to the payment of such dividends.

## ARTICLE V

At the Effective Date of the Merger, the rights, privileges, powers and franchises and all of the property, real, personal and mixed, of each of the Constituent Corporations, and all debts due to either of them on whatever account, shall be vested in the Surviving Corporation without further act or deed; and all property rights, privileges, powers and franchises and all and every other interest shall be thereafter as effectually the property of the Surviving Corporation as they were of the Constituent Corporations, and the title to any real estate, whether vested by deed or otherwise in either of the Constituent Corporations, shall not revert or in any way be impaired by reason of the Merger, but the Surviving Corporation shall thenceforth be liable for all debts, liabilities, obligations duties and penalties of each of the Constituent Corporations, and all debts, liabilities, obligations, duties and penalties shall thenceforth attach to the Surviving Corporation and may be enforced against it to the same extent as if said debts, liabilities, obligations, duties and penalties had been incurred or contracted by it. No liability or obligation now due or due at the Effective Date of the Merger, or any claim or demand for any cause then existing against either of the Constituent Corporations or any shareholder, officer, or director thereof, shall be released or impaired by the Merger, and all rights of creditors and all liens upon property of either of the Constituent Corporations shall be preserved unimpaired.

## ARTICLE VI

From time to time, as and when requested by the Surviving Corporation, or by its successors or assigns, RSI shall execute and deliver or cause to be executed and delivered all such other instruments, and shall take or cause to be taken all such further other actions, as the Surviving Corporation, or its successors or assigns, may deem necessary or desirable in order to vest in and confirm to the Surviving Corporation, and its successors and assigns, title to and possession of all of the property, rights, privileges, powers and franchises referred to in Article V hereof and otherwise to carry out the intent and purposes of this Plan and Agreement of Merger.

## ARTICLE VII

Anything herein to the contrary notwithstanding, this Plan and Agreement of Merger may be terminated and abandoned or amended in any respect (except that no amendment may be made to the number of shares of TRIANGLE Common Stock to be issued to the RSI shareholders) by mutual consent of the boards of directors of RSI and TRIANGLE at any time prior to the Effective Date of the Merger, and the board of directors of either party may waive any of the conditions to the obligations of such party under this Plan and Agreement of Merger.

## ARTICLE VIII

For the convenience of the parties hereto and to facilitate the filing and recording of this Plan and Agreement of Merger, any number of counterparts hereof may be executed, and each such counterpart shall be deemed to be an original instrument.

IN WITNESS WHEREOF, each of the Constituent Corporations has caused this Plan and Agreement of Merger to be signed in its corporate name by its president and secretary, all as of the date first above written.

TRIANGLE LABORATORIES, INC.

By: L. Powell Hays  
President

By: Robert Winston  
Secretary

RESTORATION SCIENCES, INC.

By: [Signature]  
President

By: [Signature]  
Secretary