



P95000090879

ACCOUNT NO. : 072100000032

REFERENCE : 688634 10302B

AUTHORIZATION *Patricia Page*

COST LIMIT : \$ 122.50

ORDER DATE : January 30, 1998

ORDER TIME : 12:43 PM

300002417353--3

ORDER NO. : 688634-005

CUSTOMER NO: 10302B

CUSTOMER: Joseph Wasch, Esq
Rx Medical Services Corp.
Suite 210
888 E. Las Olas Boulevard
Fort Lauderdale, FL 33301

RECEIVED
98 JAN 30 PM 1:12
DIVISION OF CORPORATION

ARTICLES OF MERGER

FLORIDIAN MORTGAGE CORP.

INTO

FLORIDIAN FUNDING CORPORATION

FILED
98 JAN 30 PM 3:47
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

PLEASE RETURN THE FOLLOWING AS PROOF OF FILING: 2/2

XX CERTIFIED COPY
PLAIN STAMPED COPY

CONTACT PERSON: Daniel W Leggett

EXAMINER'S INITIALS:

*Jon
F. Menger
w/ D.C.
C.C.*

ARTICLES OF MERGER
Merger Sheet

MERGING:

FLORIDIAN MORTGAGE CORP., a Florida corporation, P93000052448

INTO

FLORIDIAN FUNDING CORPORATION which changed its name to

FLORIDIAN MORTGAGE CORPORATION, a Florida corporation,
P95000090879

File date: January 30, 1998

Corporate Specialist: Joy Moon-French

Account number: 072100000032

Account charged: 122.50

ARTICLES OF MERGER
OF
FLORIDIAN MORTGAGE CORP.
INTO

FILED
98 JAN 30 PM 3:47
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

FLORIDIAN FUNDING CORPORATION

The undersigned corporations, pursuant to Section 607.1101 of the Florida Business Corporation Act (the "Act"), hereby execute the following Articles of Merger:

FIRST: Floridian Mortgage Corp., a corporation organized and existing under the laws of the State of Florida, shall merge with and into Floridian Funding Corporation, a corporation organized and existing under the laws of the State of Florida. The separate existence of Floridian Mortgage Corp. shall cease, and Floridian Funding Corporation shall be the surviving corporation. The shares of Floridian Mortgage Corp. shall be canceled.

SECOND: Each of the corporations comply with the applicable provisions of Sections 607.1101 - 607.1104 of the Act.

THIRD: The plan of merger is as follows: See Agreement of Merger attached hereto.

FOURTH: The plan of merger was adopted by the shareholders, respectively, of Floridian Mortgage Corp. and Floridian Funding Corporation as of December 31, 1997.

IN WITNESS WHEREOF, the undersigned have executed these Articles of Merger this 31st day of December, 1997.

FLORIDIAN MORTGAGE CORP.

By: 

Amaury Sanchez-Cifuentes, President

FLORIDIAN FUNDING CORPORATION

By: 

Amaury Sanchez-Cifuentes, President

AGREEMENT OF MERGER

THIS AGREEMENT OF MERGER (the "Agreement"), dated as of December 31, 1997, by and between **FLORIDIAN MORTGAGE CORP.**, a Florida corporation ("Floridian Mortgage") and **FLORIDIAN FUNDING CORPORATION**, a Florida corporation ("Floridian Funding").

WITNESSETH:

WHEREAS, Floridian Mortgage is a corporation duly organized, validly existing and in good standing under the laws of the State of Florida with authorized capital stock consisting of 100,000 shares of common stock, no par value per share ("FMC Common Stock"), of which 100 shares are validly issued and outstanding, fully paid and non-assessable; and

WHEREAS, Floridian Funding is a corporation duly organized, validly existing and in good standing under the laws of the State of Florida with authorized capital stock consisting of 1,000 shares of common stock, par value \$.10 per share, of which 100 shares are validly issued and outstanding, fully paid and non-assessable; and

WHEREAS, the respective Boards of Directors of Floridian Funding and Floridian Mortgage deem the merger of Floridian Mortgage into Floridian Funding (hereinafter, the "Merger") advisable and in the best interests of their respective stockholders; and

WHEREAS, the respective Boards of Directors and stockholders of Floridian Funding and Floridian Mortgage, by resolutions duly adopted by unanimous written consent, have approved this Agreement.

NOW, THEREFORE, in order to set forth (a) the terms and conditions of the Merger, (b) the mode of carrying the Merger into effect, (c) the manner of converting or canceling the outstanding shares of the FMC Common Stock, and (d) such other provisions as are deemed necessary or desirable; and in consideration of the mutual premises and covenants contained herein, and other good and valuable consideration, the adequacy and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

Section 1. Recitals.

The foregoing recitals are true and correct and are incorporated in this Agreement by this reference.

Section 2. Merger.

In accordance with the provisions of this Agreement and the Florida Business Corporation Act (the "Act"), at the Effective Date (as defined in Section 4 below)

Floridian Mortgage shall be merged into Floridian Funding, and Floridian Funding shall be the surviving corporation (Floridian Funding is hereinafter sometimes referred to as the "Surviving Corporation"). After the Effective Date, the Surviving Corporation shall continue its corporate existence as a Florida corporation. At the Effective Date, the separate existence of Floridian Mortgage shall cease.

Section 3. Effect of the Merger.

(a) At and after the Effective Date, the Surviving Corporation shall possess all the rights, privileges, powers and franchises, of a public as well as a private nature, and be subject to all the restrictions, disabilities and duties of Floridian Mortgage so merged; and all rights, privileges, powers and franchises of Floridian Mortgage, and all property, real, personal and mixed, and all debts due Floridian Mortgage on whatever account, and all stock subscriptions and all other choses in action belonging to Floridian Mortgage, shall be vested in the Surviving Corporation; and all property, rights, privileges, powers and franchises, and all and every other interest shall thereafter be the property of the Surviving Corporation as they were of Floridian Mortgage; and the title to any real estate vested by deed or otherwise, under the laws of the State of Florida, in Floridian Mortgage shall not revert or be in any way impaired by reason of such laws; but all rights of creditors, and any liens upon any property, of Floridian Mortgage shall be preserved unimpaired and all debts, liabilities, restrictions, duties and obligations of Floridian Mortgage may be enforced against the Surviving Corporation to the same extent as if said debts, liabilities, restrictions, duties and obligations had been incurred or contracted by it.

(b) From and after the Effective Date, the Articles of Incorporation of Floridian Funding in effect immediately prior to the Effective Date shall constitute and become the Articles of Incorporation of the Surviving Corporation, except that Article I thereof, relating to the name of the corporation, is hereby amended and changed so as to read as follows at the Effective Date:

FLORIDIAN MORTGAGE CORPORATION

and said Articles of Incorporation as herein amended and changed shall continue in full force and effect until further amended and changed in the manner prescribed by the Act.

(c) From and after the Effective Date and until further amended in accordance with the Act, the Bylaws of Floridian Funding shall become and constitute the Bylaws of the Surviving Corporation.

(d) The directors and officers of Floridian Funding in office at the Effective Date of the Merger shall be the members of the first Board of Directors and the first officers of the Surviving Corporation, all of whom shall hold their respective directorships and offices until their successors are elected and qualified or until their tenure is otherwise terminated in accordance with the Bylaws of the Surviving Corporation.

Section 4. Effective Date.

The Merger shall become effective (the "Effective Date") upon the filing with the Secretary of State of the State of Florida properly executed articles of merger substantially in the form attached hereto as Exhibit "A" (the "Articles of Merger") in accordance with Section 607.1105 of the Act.

Section 5. Cancellation of Shares.

On the Effective Date, each share of the FMC Common Stock issued and outstanding immediately prior to the Effective Date, shall, by virtue of the Merger and without any further action on the part of the holder thereof, cease to exist, all certificates for such stock shall be canceled and no shares of the Surviving Corporation shall be exchanged therefor. All treasury shares of Floridian Mortgage, if any, shall also be canceled.

Section 6. Further Assurances.

If at any time after the Effective Date, the Surviving Corporation shall consider or be advised that any further deeds, assignments or assurances in law or any other acts are necessary or desirable (a) to vest, perfect or confirm, of record or otherwise, in the Surviving Corporation, title to and possession of any property or right of Floridian Mortgage acquired or to be acquired by reason of, or as a result of, the Merger, or (b) otherwise to carry out the purposes of this Agreement, Floridian Mortgage and its proper officers and directors shall be deemed to have granted to the Surviving Corporation an irrevocable power of attorney to execute and deliver all such deeds, assignments and assurances in law and to do all acts necessary or desirable to vest, perfect or confirm title to and possession of such property or rights in the Surviving Corporation and otherwise to carry out the purposes of this Agreement; and the proper officers and directors of the Surviving Corporation are fully authorized in the name of Floridian Mortgage or otherwise to take any and all such action.

Section 7. Miscellaneous.

(a) This Agreement and the Articles of Merger together contain the entire understanding of the parties hereto with respect to the subject matter contained herein and therein. Neither this Agreement nor the Articles of Merger, nor any terms hereof or thereof, may be changed, modified, waived, amended, discharged or terminated except by an instrument in writing signed and delivered on behalf of each of the parties hereto.

(b) This Agreement shall be binding on, and shall inure to the benefit of, the parties to it and their respective legal representatives, successors and permitted assigns.

(c) This Agreement shall be governed in all respects, including validity, interpretation and effect, by the laws of the State of Florida.

IN WITNESS WHEREOF, each of the parties hereto has caused this Agreement of Merger to be duly executed and delivered as of the date and year first above written.

Attest:

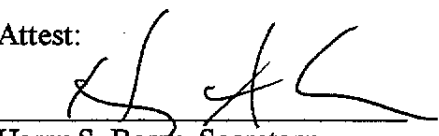

Harry S. Berry, Secretary

FLORIDIAN MORTGAGE CORP.

By:


Amaury Sanchez-Cifuentes, President

Attest:


Harry S. Berry, Secretary

FLORIDIAN FUNDING CORPORATION

By:


Amaury Sanchez-Cifuentes, President