

1201 HAYS STREET  
TALLAHASSEE, FL 32301  
904-122-0911  
904-122-0931 FAX

800-342-8086



**networks**  
PRACTICE MANAGEMENT SERVICES

ACCOUNT NO. : 072100000032

REFERENCE : 787540 4133A

AUTHORIZATION :

COST LIMIT : \$ FPD

ORDER DATE : December 29, 1995

ORDER TIME : 11:01 AM

ORDER NO. : 787540

CUSTOMER NO: 4133A

CUSTOMER: Maritza Villar, Legal Asst  
STEARNS WEAVER MILLER WEISSLER  
ALHADEFF & SITTERSON, P.A.  
Museum Tower, Suite 2200  
150 West Flagler Street  
Miami, FL 33130

300001674103  
-12/29/95--01036--019  
\*\*\*\*122.50 \*\*\*\*122.50

DOMESTIC FILING

NAME: BIOFLEX INTERNATIONAL, INC.

☒ ARTICLES OF INCORPORATION  
☐ CERTIFICATE OF LIMITED PARTNERSHIP

PLEASE RETURN THE FOLLOWING AS PROOF OF FILING:

☒ CERTIFIED COPY  
☐ PLAIN STAMPED COPY  
☐ CERTIFICATE OF GOOD STANDING

CONTACT PERSON: Jeanine Prezeau

EXAMINER'S INITIALS:

**T. BROWN** JAN - 2 1996

FILED  
95 DEC 29 PM 1:38  
SECRETARY OF STATE  
TALLAHASSEE, FLORIDA  
RECEIVED  
95 DEC 29 PM 12:16  
DIVISION OF CORPORATION

**ARTICLES OF INCORPORATION  
OF  
BIOFLEX INTERNATIONAL, INC.**

**FILED**  
95 DEC 29 PM 1:38  
SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

**ARTICLE I - NAME AND ADDRESS**

The name of this corporation is BIOFLEX INTERNATIONAL, INC. The address of the principal office and the mailing address of this corporation is c/o Antonio R. Menendez, 150 West Flagler Street, Suite 2200-ARM, Miami, Florida 33130.

**ARTICLE II - PURPOSE**

This corporation is organized for the purpose of transacting any and all lawful business.

**ARTICLE III - CAPITAL STOCK**

The aggregate number of shares which this corporation shall have authority to issue is One Thousand (1,000) shares of common stock, all of which are to have a par value of One Dollar (\$1.00) per share. The Board of Directors shall fix the consideration to be received for each share. Such consideration shall consist of any tangible or intangible property or benefit to this corporation, including cash, promissory notes, services performed or written promises to perform services and shall have a value, in the judgment of the directors, equivalent to or greater than the full par value of the shares.

#### ARTICLE IV - INITIAL REGISTERED

##### OFFICE AND AGENT

The street address of the initial registered office of this corporation and the name of the initial registered agent of this corporation at such office is:

<u>Name</u>	<u>Address</u>
Antonio R. Menendez	150 West Flagler St. Museum Tower, Suite 2200-ARM Miami, Florida 33130

#### ARTICLE V - COMMENCEMENT

This corporation shall commence on the date on which these Articles of Incorporation are filed with the Secretary of State.

#### ARTICLE VI - INITIAL

##### BOARD OF DIRECTORS

The initial Board of Directors of this corporation shall be comprised of two persons. The number of directors may be either increased or decreased from time to time as provided for in the Bylaws of this corporation, but shall never be less than one. The names and addresses of the members of the initial Board of Directors of this corporation are:

<u>Name</u>	<u>Address</u>
Steven Ezekiel	c/o Antonio R. Menendez 150 W. Flagler Street, Suite 2200 Miami, FL 33130
Michael Ezekiel	c/o Antonio R. Menendez 150 W. Flagler Street, Suite 2200 Miami, FL 33130

#### ARTICLE VII - INCORPORATOR

The name and address of the person signing these Articles of Incorporation as incorporator is:

Name

Address

Antonio R. Menendez

150 West Flagler St.  
Museum Tower, Suite 2200-ARM  
Miami, Florida 33130

#### ARTICLE VIII - BYLAWS

The power to alter, amend or repeal the Bylaws shall be vested in each of the Board of Directors and the shareholders of this corporation.


#### ARTICLE IX - INDEMNIFICATION

This corporation shall indemnify any officer or director, or any former officer or director of this corporation, to the fullest extent permitted by law.

#### ARTICLE X - AMENDMENT

This corporation reserves to its shareholders the right to amend or repeal any provisions now or hereafter contained in these Articles of Incorporation. Any rights which these Articles may confer upon this corporation may be modified or cancelled by a vote of the shareholders to amend or repeal said Articles.

IN WITNESS WHEREOF, the undersigned has executed these Articles of  
Incorporation this \_\_\_\_ day of December, 1995.

  
Antonio R. Menendez,  
Incorporator

ACCEPTANCE OF APPOINTMENT  
OF  
REGISTERED AGENT

I hereby accept the appointment as registered agent contained in the foregoing  
Articles of Incorporation and state that I am familiar with and accept the obligations of Section  
607.0501 of the Florida Statutes.

  
Antonio R. Menendez  
Registered Agent

1200 HAYS STREET  
TALLAHASSEE, FL 32301  
(904) 224-1111  
(904) 224-1111, FAX

800-342-8086

P96000000190



96 JAN 16 AM 11:54  
FILED  
SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

ACCOUNT NO. : 072100000032

REFERENCE : 802327 4311473

AUTHORIZATION :

COST LIMIT : \* PREPAID

ORDER DATE : January 15, 1996

ORDER TIME : 10:26 AM

ORDER NO. : 802327

CUSTOMER NO: 4311473

CUSTOMER: Maritza Villar, Legal Asst  
Stearns Weaver Miller Weissler  
Museum Tower, Suite 2200  
150 West Flagler Street  
Miami, FL 33130

*name change  
amend*

300001689063  
-01/16/96--01012--010  
\*\*\*\*\*87.50 \*\*\*\*\*87.50

RECEIVED  
96 JAN 16 AM 8:32  
DIVISION OF CORPORATION

DOMESTIC AMENDMENT FILING

NAME: BIO-FLEX INTERNATIONAL, INC.

Name	1/19/96
Availability	
Document	0024
Updater	1/18/96
Number	1/18/96

XX ARTICLES OF AMENDMENT  
RESTATED ARTICLES OF INCORPORATION

PLEASE RETURN THE FOLLOWING AS PROOF OF FILING:

XX CERTIFIED COPY  
PLAIN STAMPED COPY  
CERTIFICATE OF GOOD STANDING

95 NOV 8 AM 11:59  
FILED  
SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

CONTACT PERSON: Karen B. Rozar

EXAMINER'S INITIALS: \_\_\_\_\_

\*00789, 00524, 00672



FLORIDA DEPARTMENT OF STATE  
Sandra B. Mortham  
Secretary of State

January 16, 1996

GSC Networks  
1201 Hays Street  
Tallahassee, FL 32301

SUBJECT: BIOFLEX INTERNATIONAL, INC.  
Ref. Number: P96000000190

We have received your document for BIOFLEX INTERNATIONAL, INC. and your check(s) totaling \$87.50. However, the enclosed document has not been filed and is being returned for the following correction(s):

The document needs to be signed by a director since there are directors listed on the corporation.

If you have any questions concerning the filing of your document, please call (904) 487-6907.

Annette Hogan  
Corporate Specialist

Letter Number: 596A00001909

resubmit  
New Docs

RECEIVED  
96 JAN 18 AM 11:08  
DIVISION OF CORPORATION

ARTICLES OF AMENDMENT  
TO  
ARTICLES OF INCORPORATION  
OF  
BIOFLEX INTERNATIONAL, INC.

FILED  
96 JAN 16 AM 11:54  
SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

The Articles of Incorporation of Bioflex International, Inc. a Florida corporation (the "Corporation"), are hereby amended pursuant to the provisions of Section 607.1005 of the Florida Business Corporation Act as follows:

Article I shall be deleted in its entirety and amended to read as follows:

ARTICLE I - NAME AND ADDRESS

The name of this corporation is BIO-FLEX INTERNATIONAL, INC. The address of the principal office and the mailing address of this corporation is c/o Antonio R. Menendez, 150 West Flagler Street, Suite 2200-ARM, Miami, Florida 33130.

The undersigned incorporator hereby states that no shares of the Corporation have been issued. This amendment was adopted by the incorporator on January 17, 1996

IN WITNESS WHEREOF, the undersigned has executed these Articles of Amendment as of the 17th day of January, 1996.

  
Antonio R. Menendez,  
Incorporator



**P96000000190**



FLORIDA DEPARTMENT OF STATE  
Sandra B. Morlham  
Secretary of State

**ARTICLES OF MERGER  
Merger Sheet**

.....  
**MERGING:**

**BIO-FLEX INTERNATIONAL, INC.,** a California corporation not qualified in the  
State of Florida.

**INTO**

**BIO-FLEX INTERNATIONAL, INC.,** a Florida corporation, P96000000190

File date: February 23, 1996

Corporate Specialist: Darlene Connell

Account number: 072100000032

Account charged: 122.50

1201 HAYS STREET  
TALLAHASSEE, FL 32301  
904-222-9171  
904-222-0393 FAX

800-142-8086



P96000000190

ACCOUNT NO. : 072100000032  
REFERENCE : 055302 : 4311473  
AUTHORIZATION : Patricia Pzyus  
COST LIMIT : \$ 122.50

FILED  
96 FEB 23 PM 4:19  
SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

ORDER DATE : February 22, 1996

ORDER TIME : 9:26 AM

ORDER NO. : 055302

CUSTOMER NO: 4311473

CUSTOMER: Maritza Villar, Legal Asst  
Stearns Weaver Miller Weissler  
Museum Tower, Suite 2200  
150 West Flagler Street  
Miami, FL 33130

000001721840

ARTICLES OF MERGER

BIO-FLEX INTERNATIONAL, INC.,  
A FLORIDA CORP.

INTO

BIO-FLEX INTERNATIONAL, INC.,  
A CALIF CORPORATION

RECEIVED  
96 FEB 22 PM 2:14  
DIVISION OF CORPORATION

PLEASE RETURN THE FOLLOWING AS PROOF OF FILING:

XX CERTIFIED COPY  
PLAIN STAMPED COPY

CONTACT PERSON: CAROL HENSAL

EXAMINER'S INITIALS: \_\_\_\_\_

merger  
2/23/96  
[Signature]



FLORIDA DEPARTMENT OF STATE

Sandra B. Morlham  
Secretary of State

February 23, 1996

CSC NETWORKS

TALLAHASSEE, FL

SUBJECT: BIO-FLEX INTERNATIONAL, INC.

Ref. Number: P96000000190

We have received your document for BIO-FLEX INTERNATIONAL, INC. and the authorization to debit your account in the amount of \$122.50. However, the document has not been filed and is being returned for the following:

The Articles of Merger must be signed by both of the merging corporations.

The Plan of merger must be attached to the Articles.

Please return your document, along with a copy of this letter, within 60 days or your filing will be considered abandoned.

If you have any questions concerning the filing of your document, please call (904) 487-6903.

Nancy Hendricks  
Corporate Specialist

Letter Number: 496A00007995

2-23-96  
Resubmit  
CM  
DIVISION OF CORPORATIONS  
95 FEB 23 PM 2:15  
RECEIVED

**ARTICLES OF MERGER  
OF  
BIO-FLEX INTERNATIONAL, INC.,  
a California Corporation  
INTO  
BIO-FLEX INTERNATIONAL, INC.,  
a Florida corporation**

FILED  
96 FEB 23 PM 4:19  
SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

Pursuant to the provisions of Section 607.1105 of the Florida Business Corporation Act, the undersigned BIO-FLEX INTERNATIONAL, INC., a California corporation ("BIO-FLEX-CA"), and BIO-FLEX INTERNATIONAL, INC., a Florida corporation ("BIO-FLEX-FL"), adopt the following Articles of Merger.

1. The name of the surviving corporation of the merger is BIO-FLEX INTERNATIONAL, INC., a Florida corporation. The name of the merging corporation is BIO-FLEX INTERNATIONAL, INC., a California corporation.

2. A copy of the Plan and Agreement of Merger effective as of December 31, 1995, by and among BIO-FLEX-CA and BIO-FLEX-FL is attached hereto and incorporated herein by reference.

3. The merger shall become effective on the later of the date and time these Articles of Merger are filed with the Secretary of State of the State of Florida and the Certificate of Merger is filed with the Secretary of State of the State of Florida.

4. The Plan of Merger was adopted by all of the shareholders of BIO-FLEX-FL entitled to vote thereon by unanimous written consent without a meeting in the manner prescribed by Florida law on December 31, 1995.

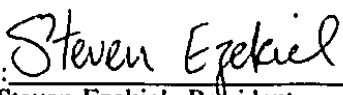
The Plan of Merger was adopted by all of the shareholders of BIO-FLEX-CA entitled to vote thereon by unanimous written consent without a meeting in the manner prescribed by California law on December 31, 1995.

IN WITNESS WHEREOF, these Articles of Merger have been executed as of the 31st day of December, 1995.

ATTEST:  
BIO-FLEX INTERNATIONAL, INC., A  
California Corporation

  
I. Gregory Pak,  
Secretary

BIO-FLEX INTERNATIONAL, INC., a  
Florida corporation

By:   
Steven Ezekiel, President

## PLAN AND AGREEMENT OF MERGER

THIS PLAN AND AGREEMENT OF MERGER effective as of the 21 day of December, 1995, by and between BIO-FLEX INTERNATIONAL, INC., a California corporation ("BIO-FLEX-CA"), and BIOFLEX INTERNATIONAL, INC., a Florida corporation ("BIOFLEX-FL").

### WITNESSETH:

WHEREAS, the respective Boards of Directors of BIO-FLEX-CA and BIOFLEX-FL deem it advisable and in the best interests of their respective corporations and stockholders to have BIO-FLEX-CA merge with and into BIOFLEX-FL pursuant to this Agreement and the applicable provisions of the laws of the States of California and Florida (such transaction being hereinafter referred to as the "Merger"); and the Board of Directors and stockholders of each of BIO-FLEX-CA and BIOFLEX-FL have approved this Agreement and the Merger contemplated hereby;

NOW, THEREFORE, the parties hereto, in consideration of the premises, mutual covenants and agreements herein contained, hereby agree as follows:

### ARTICLE 1 THE MERGER

On the Effective Date of the Merger (as hereafter defined) and in accordance with the laws of the States of California and Florida, BIO-FLEX-CA shall merge with and into BIOFLEX-FL with BIOFLEX-FL being the corporation surviving the Merger (hereafter sometimes referred to as the "Surviving Corporation") as a corporation organized and existing under the laws of the State of Florida.

### ARTICLE 2 EFFECTIVE DATE

Articles of Merger, substantially in the form attached as Appendix "A" hereto, executed in accordance with the laws of the State of Florida shall be filed with the Secretary of State of the State of Florida. The Merger shall become effective on the later of the date and time the Articles of Merger are filed with the Secretary of State of the State of Florida, or midnight on December 31, 1995, herein sometimes referred to as the "Effective Date of the Merger."

### ARTICLE 3 CERTAIN RESULTS OF THE MERGER

3.1 Succession by Surviving Corporation. Upon the Merger becoming effective and by virtue thereof:

3.1.1 BIO-FLEX-CA and BIOFLEX-FL shall become and be a single corporation, with BIOFLEX-FL as the Surviving Corporation, and the separate corporate existence of BIO-FLEX-CA shall cease.

3.1.2 Except as herein specifically set forth, the identity, existence, purposes, rights, privileges, immunities, powers and authority of BIOFLEX-FL shall continue in effect and be unimpaired by the Merger.

3.1.3 BIOFLEX-FL shall, in addition to all rights, privileges, powers, immunities and properties vested in it prior to the Merger, succeed to and possess as a result of the Merger all rights, privileges, powers, immunities, franchises, properties (whether real, personal or mixed, tangible or intangible) and assets, of a public as well as of a private nature, of each of BIO-FLEX-CA and such rights, privileges, powers, immunities, franchises, properties and assets shall be vested in it without further act or deed.

3.1.4 All rights of creditors and all liens upon, or security interests in, any property of BIO-FLEX-CA shall be preserved unimpaired; BIOFLEX-FL as the Surviving Corporation shall be subject to all of the restrictions, disabilities and duties existing prior to the Merger with respect either to it or BIO-FLEX-CA, and all of the debts, liabilities and obligations of each of BIO-FLEX-CA shall thereafter attach to and be assumed by the Surviving Corporation to the same extent as if said debts, liabilities and obligations had originally been incurred or contracted by it; provided, however, that nothing herein is intended to or shall extend or enlarge any obligation or the lien of any indenture, agreement or other instrument executed or assumed prior to the Merger.

3.2 Certificate of Incorporation, Bylaws and Officers and Directors of Surviving Corporation. Upon the Merger becoming effective:

3.2.1 The Certificate of Incorporation of BIOFLEX-FL as in effect immediately prior to the Merger becoming effective, shall be the Certificate of Incorporation of the Surviving Corporation until amended in the manner provided by law and said Certificate of Incorporation.

3.2.2 The Bylaws of BIOFLEX-FL in effect immediately prior to the Merger becoming effective shall be the Bylaws of the Surviving Corporation until amended in the manner provided by law, the Certificate of Incorporation of the Surviving Corporation and said Bylaws.

3.2.3 The officers and directors of BIOFLEX-FL immediately prior to the Merger becoming effective shall continue as the officers and directors of the Surviving Corporation for the full unexpired terms of their respective offices or until their respective successors have been duly elected or appointed and qualified.

#### ARTICLE 4 CONVERSION AND EXCHANGE OF SHARES UPON THE EFFECTIVE DATE OF THE MERGER

4.1 BIOFLEX-FL Shares. Each share of Common Stock, no par value, of BIOFLEX-FL issued and outstanding prior to the Effective Date of the Merger, shall continue to be outstanding at and after the Effective Date of the Merger as shares of the Surviving Corporation.

4.2 Cancellation of BIO-FLEX-CA Shares. Upon the Effective Date of the Merger, each share of Common Stock of BIO-FLEX-CA issued and outstanding prior to the Effective Date of the Merger, shall, by virtue of the Merger and without further act by the holder thereof, be automatically canceled.

ARTICLE 5  
MISCELLANEOUS

5.1 Amendment. This Agreement shall not be modified or amended except by an instrument in writing signed by or on behalf of the parties hereto.

5.2 Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

5.3 Governing Law. This Agreement shall be governed in all respects, including validity, interpretation and effect, by the laws of the State of Florida.

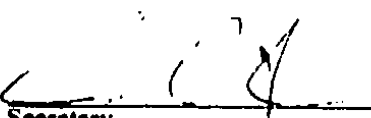
5.4 Assignment. This Agreement and all of the provisions hereof shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns, but neither this Agreement nor any of the rights, interests or obligations hereunder shall be assigned by any of the parties hereto without the prior written consent of the other parties.

5.5 Headings. The headings of the sections and articles of this Agreement are inserted for convenience only and shall not constitute a part hereof.

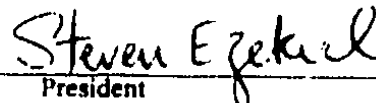
5.6 Entire Agreement. This Agreement, including any documents referred to herein which form a part hereof, contains the entire understanding of the parties hereto in respect of the subject matter contained herein. There are no restrictions, promises, warranties, covenants or undertakings other than those expressly set forth herein. This Agreement supersedes all prior agreements and understandings between the parties with respect to such subject matter.

IN WITNESS WHEREOF, the parties hereto have caused this Plan and Agreement of Merger to be duly executed on their behalf as of the date first above written.

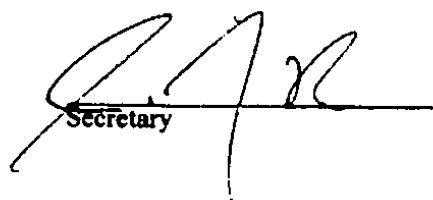
ATTEST:

  
Secretary

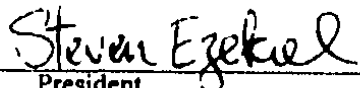
BIOFLEX INTERNATIONAL, INC., a California Corporation.

By:   
President

ATTEST:

  
Secretary


BIOFLEX INTERNATIONAL, INC., a Florida Corporation.

By:   
President

CERTIFICATE OF THE SECRETARY  
OF  
BIOFLEX INTERNATIONAL, INC.,  
a Florida corporation

I, I. Gregory Pak, the Secretary of BIOFLEX INTERNATIONAL, INC., a Florida corporation, hereby certify that the Plan and Agreement of Merger to which this Certificate is attached, after having been first duly signed on behalf of BIOFLEX INTERNATIONAL, INC. by the President and Secretary of said corporation, was duly approved and adopted on December 31, 1995 by the unanimous written consent of the shareholders of said corporation entitled to vote thereon.

19 96. WITNESS my hand and seal of said corporation this 31 day of December.

  
I. Gregory Pak, Secretary

I:\W-CO\14496\000\PLAN.MER



CERTIFICATE OF THE SECRETARY  
OF  
BIOFLEX INTERNATIONAL, INC.,  
a California corporation

I, I. Gregory Pak, the Secretary of BIOFLEX INTERNATIONAL, INC., a California corporation, hereby certify that the Plan and Agreement of Merger to which this Certificate is attached, after having been first duly signed on behalf of BIOFLEX INTERNATIONAL, INC. by the President and Secretary of said corporation, was duly approved and adopted on December 31, 1995 by the unanimous written consent of the shareholders of said corporation entitled to vote thereon.

1995. WITNESS my hand and seal of said corporation this 31 day of December

  
I. Gregory Pak, Secretary

HW-CO1344961001PLAN.MER