

P960000/0567
UNIVERSAL MEDICAL SYSTEMS, INC.

13825 Icol Blvd., Suite 613 • Clearwater, Florida 34620
Tel: (813) 535-2022 • Fax: (813) 536-9707

January 29, 1996

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-01730795--01068--016
****122.50 ****122.50

Division of Corporations
409 East Gaines Street
Tallahassee, Florida 32399

RE: Articles of Incorporation - MMTI Acquisition Corporation

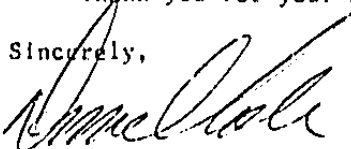
Dear Sir/Madam:

Enclosed are the original and one copy of the articles of incorporation for MMTI Acquisition Corporation. Also enclosed is a check in the amount of \$122.50 for the filing fee.

Will you please file these articles of incorporation and return one file-stamped copy to me along with the certificate of incorporation.

Thank you for your assistance.

Sincerely,


Dennis D. Cole
Vice President, General Counsel and Secretary

Enclosures - Articles of Incorporation
Check in the amount of \$122.50

DDC:hs

FILED
JAN 30 PM 12:19
TALLAHASSEE, FLORIDA

SN FEB - 2 1996

ARTICLES OF INCORPORATION
OF
MITI ACQUISITION CORPORATION

FILED
96 JAN 30 PM 12:19
TALLAHASSEE, FLORIDA

The undersigned, for the purpose of forming a corporation under the Florida Business Corporation Act, does hereby adopt the following Articles of Incorporation:

ARTICLE ONE

NAME

The name of the corporation is MITI Acquisition Corporation.

ARTICLE TWO

CORPORATE DURATION

The duration of the corporation is perpetual.

ARTICLE THREE

PURPOSE OR PURPOSES

The general purposes for which the corporation is organized are:

1. To engage in the business of medical research and development and marketing of medical equipment.
2. To transact any other lawful business for which corporations may be incorporated under the Florida Business Corporation Act.
3. To do such other things as are incidental to the foregoing or necessary or desirable in order to accomplish the foregoing.

ARTICLE FOUR

CAPITALIZATION

The aggregate number of shares which the corporation is authorized to issue is one thousand (1,000). Such shares shall be of a single class, that is common, and shall have a par value of \$.001 per share.

ARTICLE FIVE

REGISTERED OFFICE AND AGENT/PRINCIPAL OFFICE

The street address of the initial registered office of the corporation is 13825 Icot Boulevard Suite 613, Clearwater, Florida 34620; and the name of its initial registered agent at such address is Dennis D. Cole.

The street and mailing address of the principal office of the corporation is 13825 Icot Boulevard Suite 613, Clearwater, Florida 34620.

ARTICLE SIX

DIRECTORS

The governing board of this corporation shall be known as directors, and the board shall be not fewer than three (3) in number, except as set forth below.

So long as all of the shares of stock of this corporation are owned beneficially and of record by either one or two stockholders, the number of directors may be fewer than three, but not fewer than the number of stockholders. Otherwise, the number of directors shall not be fewer than three.

Subject to the foregoing limitations, the number of directors may, at any time or times, be increased or decreased by a duly adopted amendment to these Articles of Incorporation, or in such other manner as provided in the By-Laws of this corporation.

The names and addresses of the persons who are to serve as the initial members of the board of directors are:

<u>Name</u>	<u>Address</u>
Myron A. Baker	13825 Icot Boulevard Suite 613 Clearwater, Florida 34620
Guy Zani, Jr.	13825 Icot Boulevard Suite 613 Clearwater, Florida 34620
Dennis D. Cole	13825 Icot Boulevard Suite 613 Clearwater, Florida 34620

ARTICLE SEVEN

STOCK NON-ASSESSABLE

The capital stock or the holders thereof, after the amount of the subscription price has been paid in full, shall not be subject to any assessment whatsoever to pay the debts of the corporation.

ARTICLE EIGHT

CUMULATIVE VOTING

No cumulative voting shall be permitted in the election of directors.

ARTICLE NINE

PREEMPTIVE RIGHTS

Stockholders shall not be entitled to preemptive rights.

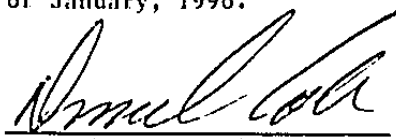
ARTICLE TEN

THE INCORPORATOR

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


<u>Name</u>	<u>Address</u>
Dennis D. Cole	13825 Icot Boulevard Suite 613 Clearwater, Florida 34620

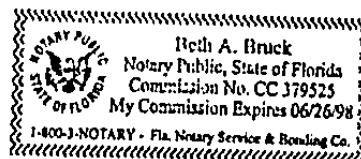
THE UNDERSIGNED, being the incorporator hereinbefore named for the purpose of forming a corporation under the Florida Business Corporation Act, does make and file these Articles of Incorporation, hereby declaring and certifying the facts herein stated are true, and, accordingly, has hereunto set his hand this 26th day of January, 1996.


DENNIS D. COLE

STATE OF FLORIDA)
) SS:
COUNTY OF PINELLAS)

The foregoing instrument was acknowledged before me on the 26th day of January 1996, by Dennis D. Cole. Dennis D. Cole is personally known to me to me, or has produced _____ as identification, and did (did not) take an oath.

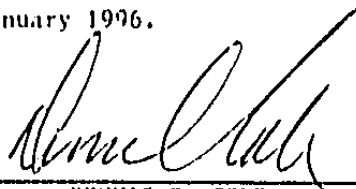

print: Beth A. Bruck
Notary Public
My commission expires on:



ACCEPTANCE OF APPOINTMENT AS REGISTERED AGENT

Dennis D. Cole, being the initial registered agent for the corporation as designated in the foregoing Articles of Incorporation, hereby accepts the appointment as registered agent for the corporation. Dennis D. Cole further states that he is familiar with, and accepts, the obligations of the position of registered agent for the corporation pursuant to Florida Statute 607.0505.

Dated this 26th day of January 1996.



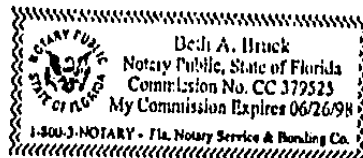
DENNIS D. COLE

STATE OF FLORIDA)
) SS:
COUNTY OF PINELLAS)

The foregoing Acceptance of Appointment as Registered Agent was acknowledged before me on the 26th day of January 1996, by Dennis D. Cole. Dennis D. Cole is personally known to me, or has produced _____ as identification, and did (did not) take an oath.



print: Beth A. Bruck
Notary Public
My commission expires: _____



FILED
56 JAN 30 PM 12:19
TALLAHASSEE, FLORIDA

UNIVERSAL MEDICAL SYSTEMS, INC.

11825 Icon Blvd., Suite 611 - Clearwater, Florida 34620
Tel (813) 535-2022 - Fax (813) 536-9707

P960000/0567

March 7, 1996

Division of Corporations
409 East Gaines Street
Tallahassee, Florida 32399

0000001788778
-03/12/96--01069--001
*****70.00 *****70.00

RE: Articles of Merger - Medical High Technology International, Inc.
and MHTI Acquisition Corporation

Dear Sir/Madam:

Enclosed are the following:

1. Originally executed Articles of Merger by and between Medical High Technology International, Inc., a Florida corporation, and MHTI Acquisition Corporation, a Florida corporation. (A copy of the plan of merger, without exhibits, is attached to the Articles of Merger and incorporated therein.) MHTI Acquisition Corporation is the surviving corporation; and you will note there is a name change of MHTI Acquisition Corporation to Medical High Technology International, Inc.

2. A zerox copy of the Articles of Merger also is enclosed to be file stamped and returned to the undersigned.

3. Check in the amount of \$70.00.

Will you please file of record the Articles of Merger. Thank you for your assistance.

Sincerely,



Dennis D. Cole
Vice President and General Counsel

Enclosures

DDC:hs

FILED
SECRETARY OF STATE
DIVISION OF CORPORATIONS
96 MAR 11 AM 10:43

mergers nc

500 MAR 15 1996

ARTICLES OF MERGER
Morgor Sheet

MERGING: -----

MEDICAL HIGH TECHNOLOGY INTERNATIONAL, INC., a Florida corporation,
F63502.

INTO

MHTI ACQUISITION CORPORATION which changed its name to

MEDICAL HIGH TECHNOLOGY INTERNATIONAL, INC., a Florida corporation,
P96000010567.

File date: March 11, 1996

Corporate Specialist: Thelma Lewis

ARTICLES OF MERGER
OF
MEDICAL HIGH TECHNOLOGY INTERNATIONAL, INC.
AND
MHTI ACQUISITION CORPORATION

FILED
SECRETARY OF STATE
DIVISION OF CORPORATION
96 MAR 11 AM 10:43

Pursuant to the provisions of Section 607.1105 of the Florida Business Corporation Act, the undersigned corporations adopt the following articles of merger for the purpose of merging.

1. Names of Corporations. The names of the corporations which are parties to the within merger are Medical High Technology International, Inc., a Florida corporation, incorporated on January 18, 1982, ("MHTI") and MHTI Acquisition Corporation, a Florida corporation, incorporated on January 30, 1996, ("MHTIAC").

2. Date of Approvals by Directors and Shareholders and Plan of Merger.
On February 2, 1996, a plan of merger was approved and adopted by the boards of directors and shareholders of each of the undersigned corporations in the manner prescribed by the Florida Business Corporation Act. A copy of the plan of merger, excluding exhibits, (designated "Acquisition Agreement") is attached hereto and incorporated herein by this reference.

3. Number of Outstanding Shares. As to each of the undersigned corporations, the number of shares outstanding, and the designation and number of the shares of each class entitled to vote as a class, are as follows:

<u>Name of Corporation</u>	<u>Total Number of Shares Outstanding</u>	<u>Designation of Class</u>	<u>Number of Shares</u>
MHTI	2,885	Common	2,885
MHTI	225,224	Preferred	225,224
MHTIAC	100	Common	100

4. Votes of Shareholders "For" and "Against". As to each of the undersigned corporations, the total number of shares voted for and against the plan, respectively, and as to any class entitled to vote as a class, the number of shares voted for and against the plan, respectively, are as follows:

<u>Name of Corporation</u>	<u>Class of Shares</u>	<u>Total Voted For</u>	<u>Total Voted Against</u>
MHTI	Common	2,885	-0-
MHTI	Preferred	225,224	-0-
MHTIAC	Common	100	-0-

5. Effective Date. The effective date of the merger shall be the date of filing these articles of merger

6. Surviving Corporation. The surviving corporation shall be MHTI Acquisition Corporation ("MHTIAC").

7. Name Change. The name of MHTI Acquisition Corporation, the surviving corporation, shall be changed to Medical High Technology International, Inc.


A. The articles of incorporation of MHTI Acquisition Corporation are hereby amended as follows: "ARTICLE ONE - NAME: The name of the corporation is Medical High Technology International, Inc."

B. This amendment to the articles of incorporation was approved on February 2, 1996, by the board of directors and by the unanimous vote of shareholders. The designation and number of outstanding shares entitled to vote on this amendment were common - 100 shares. All 100 shares of common stock voted "For" the amendment.


C. Medical High Technology International, Inc. consents to this name change of MHTI Acquisition Corporation to Medical High Technology International, Inc., as evidenced by the execution of these Articles of Merger by an authorized officer of the MHTI.

Dated: February 14, 1996

MEDICAL HIGH TECHNOLOGY INTERNATIONAL, INC.

By: 
Jerome P. Shields
President

MHTI ACQUISITION CORPORATION

By: 
Myron A. Baker
President

ATTACHMENT

COPY OF FULLY EXECUTED ACQUISITION AGREEMENT

Jas BTH 2/20/96

ACQUISITION AGREEMENT

This Acquisition Agreement ("Agreement") is made this 20 day of February, 1996, by and among Universal Medical Systems, Inc., a Nevada corporation, having its principal office at 13825 Icot Boulevard Suite 613, Clearwater, Florida 34620 ("UMSI"), MHTI Acquisition Corporation, a corporation to be formed under the laws of the State of Florida as a wholly owned subsidiary corporation of UMSI, whose principal office will be located at 13825 Icot Boulevard Suite 613, Clearwater, Florida 34620 ("MHTIAC"), Medical High Technology, Inc., a Florida corporation having its principal office located at 14155 58th Street North, Clearwater, Florida 34620 ("MHTI"), and the following named Shareholders of MHTI whose address is c/o MHTI 14155 58th Street North, Clearwater, Florida 34620, which shareholders are hereinafter sometimes referred to as the "Shareholders".

Name of Shareholder and Address	Number of Shares Owned	
	Common	Preferred
Jerome P. Shields	495	
James N. Marsh	495	
Ronald D. Brewer	495	
Brian F. Heidtman	15	
Transmillennial Resource Corporation	1,385	225,224

RECITALS:

WHEREAS: The Shareholders are the owners of record of all of the issued and outstanding shares of common and preferred stock of MHTI;

WHEREAS: UMSI is a corporation duly organized and in good standing under the laws of the State of Nevada, having been incorporated on January 14, 1987;

WHEREAS: MHTI is a corporation duly organized and in good standing under the laws of the State of Florida, having been incorporated on January 18, 1982;

WHEREAS: The parties hereto desire to effect a merger of MHTI with and into a wholly owned subsidiary corporation of UMSI to be formed in the State of Florida as hereinafter provided, on the terms and conditions hereinafter set forth and in accordance with the applicable laws of the State of Florida; and

WHEREAS: The parties hereto desire that this transaction constitute a tax-free reorganization within the meaning of Section 368(a)(1)(A), or other applicable section, of the Internal Revenue Code.

In consideration of the above premises, for the consideration set forth below, and subject to the terms and conditions set forth below, the parties agree as follows:

Section I. Formation of Wholly Owned Subsidiary Corporation of UMSI. Upon execution of this Agreement, UMSI will take all action necessary and cause the incorporation in Florida of a new wholly owned subsidiary corporation of UMSI to be named (if available) "MHTI Acquisition Corporation" ("MHTIAC") whose Board of Directors will ratify, approve and adopt this Agreement. MHTIAC shall be authorized to issue 1,000 shares of common stock with a par value of \$.001 per share of which 100 shares shall be duly issued and outstanding in the name of UMSI at the time of closing.

Section II. Exchange of Stock. On the closing date, as fixed below, the Shareholders shall deliver to MHTIAC certificates representing all of the issued and outstanding shares of the common and preferred stock of MHTI, duly endorsed. In exchange, UMSI shall deliver to the Shareholders, at closing, certificates representing one million (1,000,000) shares of the preferred stock of UMSI, such shares to be issued pro-rata to the Shareholders based upon the percentage share holdings of each Shareholder of MHTI shares of common stock. No fractional shares will be issued. One hundred thousand (100,000) shares of the UMSI preferred stock to be issued to shareholder Transmillennial Resource Corporation shall be returned by Transmillennial Resource Corporation to UMSI who will then deliver these 100,000 shares of UMSI preferred stock to its current landlord for MHTI as part of the consideration for the landlord agreeing to modify or amend the existing lease between landlord and MHTI.

Section III. Merger of MHTI and MHTIAC.

(a) The delivery by the Shareholders of all the issued and outstanding shares of common and preferred stock of MHTI to MHTIAC in exchange for shares of preferred stock of UMSI shall result in a merger of MHTI with and into MHTIAC, whereupon the separate existence of MHTI shall cease, MHTI shall be merged into MHTIAC, and MHTIAC shall be the surviving corporation (the "Surviving Corporation").

(b) As soon as practicable after closing, UMSI, MHTI and MHTIAC will file, or cause to be filed, with the Secretary of State of the State of Florida a certificate of merger for the merger of MHTI and MHTIAC in accordance with Florida law.

(c) From and after the date of closing and filing of the certificate of merger, MHTIAC as the Surviving Corporation, shall possess all the rights, privileges, powers and franchises and be subject to all of the restrictions, disabilities and duties of MHTI and MHTIAC, as provided under Florida law.

(d) The laws which are to govern MHTIAC as the Surviving Corporation are Florida law. The certificate of incorporation of the Surviving Corporation shall be the certificate of incorporation of MHTIAC, and the by-laws of the Surviving Corporation shall be the by-laws of MHTIAC, until the same shall be further amended or modified in accordance with the provisions of Florida law.

Section IV Voting Rights

(a) In accordance with the laws of the State of Florida, the holder of each share of the common and preferred stock of MHTI and the common stock of MHTIAC is entitled to vote upon the adoption of this Agreement, including the plan of merger and reorganization included herein, each such share being entitled to one (1) vote. The approval of the holders of a majority of the outstanding shares of common and preferred stock of MHTI and of the holders of a majority of the outstanding shares of common stock of MHTIAC is required.

(b) Special meetings of the shareholders of MHTI and MHTIAC shall be called and held in accordance with the laws of the State of Florida as soon as may be practicable after the execution of this Agreement for the purpose of voting upon the approval and adoption of this Agreement.

(c) Notwithstanding the provisions of this Agreement, shareholders of MHTI who have not voted in favor of the merger of MHTI with and into MHTIAC or consented thereto in writing and have demanded appraisal rights, shall have all such appraisal rights or dissenting shareholder rights as may be provided under the laws of the State of Florida, and the directors and officers of MHTI shall do all things required by said laws to notify said shareholders of their respective appraisal rights.

Section V. Approval by Respective Boards of Directors. By execution of this Agreement below, the respective officers of UMSI and MHTI acknowledge, confirm and verify that this Agreement has been approved by the Boards of Directors of UMSI and MHTI.

Section VI. Approval by Board of Directors and Shareholders of MHTIAC. UMSI, as the sole and only shareholder of MHTIAC, represents and warrants that on or before the date of closing this Agreement will be approved and adopted by the Board of Directors of MHTIAC and at MHTIAC's special meeting of shareholders called for the purpose of acting upon the approval and adoption of this Agreement, UMSI will vote all of its shares or capital stock of MHTIAC in favor of the approval and adoption of this Agreement or in lieu thereof will cause this Agreement to be approved by written consent of the shareholders of MHTIAC.

Section VI. Closing. The closing of the exchange of shares of stock shall take place on or before February 16, 1996, at the offices of UMSI, subject to extension or change by mutual agreement of the parties.

Section VII. Warranties and Covenants of Shareholders. The Shareholders jointly and severally represent, warrant, and covenant as follows:

(a) Each of the Shareholders is the owner of record of the number of fully paid and nonassessable shares of the common and preferred stock of MHTI set forth opposite his or her name below:

<u>Shareholder</u>	<u>Number of Shares Owned</u>	
	<u>Common</u>	<u>Preferred</u>
Jerome P. Shields	495	
James N. Marsh	495	
Ronald D. Brewer	495	
Brian F. Heldtman	15	
Transmillennial Resource Corp.	<u>1,385</u>	<u>225,224</u>
Total:	2,885	225,224

(b) As of the date of this Agreement, MHTI is authorized to issue 250,000 common shares, of which 2,885 shares are issued and outstanding; and MHTI is authorized to issue 225,400 preferred shares, of which 225,224 shares are issued and outstanding. No options or warrants are currently outstanding for the purchase of any shares of MHTI.

(c) MHTI is duly incorporated and authorized to do business under the laws of the State of Florida.

(d) MHTI has the power and authority to carry on its business as currently conducted, and holds, or is duly licensed under, all patents, trademarks, trade names, copy-rights, licenses, processes, and formulas necessary for the operation of its business as currently conducted, free and clear of all liens, encumbrances, and claims of any kind.

(e) The balance sheet and income statement of MHTI attached as Exhibit "A" and incorporated herein by this reference, fully and accurately reflect respectively the financial condition of the corporation as of December 31, 1995, and the operations of the corporation for the period ending December 31, 1995.

(f) No transactions, other than in the ordinary and usual course of business, have been engaged in by MHTI from December 31, 1995, to the date of this Agreement, and there has been no material adverse change in the financial or operating condition of MHTI since December 31, 1995.

(g) Except as set forth on Exhibit "B", attached hereto and incorporated herein by this reference, as of the date of this Agreement MHTI is not, and as of the closing date MHTI will not be, in default under any contract or agreement, or under the order or decree of any court. To the best knowledge of the Shareholders there are no actions or proceedings pending or threatened against MHTI as of the date of this Agreement, and neither the execution and delivery of this Agreement nor the consummation of the transaction contemplated in this Agreement will conflict with, result in the breach of, or accelerate the performance required by any contract or agreement to which MHTI or any of the Shareholders is now a party.

(h) There are no dividends declared and unpaid on any of the common shares of common or preferred stock of MHTI.

(i) MHTI is not a party to any contract or agreement, and is not subject to any other restriction, materially and adversely affecting its business, property, or assets.

(j) MHTI has good and marketable title to all assets reflected on the balance sheet included in Exhibit "A", which assets are "as is" and "where is".

(k) Attached as Exhibit "C", and incorporated herein by this reference, is an accurate list of all insurance policies in effect with respect to the business and property of MHTI as of the date of this Agreement. Insurance, or comparable coverage, shall be kept in effect until the closing date.

(l) Attached as Exhibit "D", and incorporated herein by this reference, is an accurate list of every lease to which MHTI is a party, together with the terms of each lease.

(m) Attached as Exhibit "E", and incorporated herein by this reference, is an accurate list of accounts and notes receivable by MHTI as of the date of this Agreement.

(n) Attached as Exhibit "F", and incorporated herein by this reference, is an accurate itemization of the liabilities of MHTI as of the date of this Agreement.

(o) All of the holders of common stock of MHTI have consented to the transfer of all of the issued and outstanding shares of preferred stock of MHTI pursuant to the terms of this Agreement, as evidenced by the written consent of the holders of all issued and outstanding shares of common stock of MHTI, which written consent is attached hereto as Exhibit "G", and incorporated herein by this reference.

(p) The Shareholders, officers and directors of MHTI have informed UMSI of the on-going cash flow needs of MHTI in order that UMSI can include these cash flow needs in plans for funding the on-going operations of MHTI.

Section VIII. Interim Operations; Additional Covenants of Shareholders. The Shareholders represent, warrant, and covenant that MHTI will not enter into any transaction, prior to the closing date, other than in the ordinary course of business, and that the Shareholders will take any action that is necessary to insure that MHTI will not enter into any such transactions, and in particular will not, without the prior written consent of UMSI:

(a) Create or incur any indebtedness other than unsecured current liabilities incurred in the ordinary course of business;

(b) Grant or permit to arise any mortgage, security interest, lien, or encumbrance of any kind;

(c) Sell or otherwise dispose of any of its assets other than merchandise inventories sold in the ordinary course of business;

(d) Declare or pay any dividends, or repurchase or redeem any of its shares, or establish a sinking fund or other reserve for such purpose;

(e) Issue, sell, or grant options for the sale of any of its shares, whether or not previously authorized or issued;

(f) Expend any funds for capital additions or improvements other than ordinary expenditures for maintenance, repairs, and replacements;

(g) Acquire an interest in any other business enterprise, whether for cash or in exchange for the stock or other securities of MHTI; or

(h) Increase the compensation paid to any of its officers, directors, or employees above the level paid on the date of this Agreement or agree to pay to any of its officers, directors or employees any bonus, severance pay, or pension, whether under an existing compensation or deferred compensation plan, or otherwise.

Section IX. Covenants of UMSI as to Stock. UMSI represents, covenants, and warrants as follows:

(a) As of the date of this Agreement, UMSI is authorized to issue, in the aggregate, twenty-five million (25,000,000) shares of common stock, with a par value of \$.001 per share, of which not more than 5,500,000 shares are issued and outstanding. As of the date of this Agreement, UMSI is authorized to issue, in the aggregate, ten million (10,000,000) shares of preferred stock, with a par value of \$.001 per share, of which no shares are issued and outstanding.

(b) Between the date of this Agreement and the closing date, UMSI will not, without the prior written consent of the Shareholders, recapitalize, reclassify, or increase its presently authorized common stock.

(c) The one million (1,000,000) shares of preferred stock of UMSI to be issued to the Shareholders in exchange for all of the issued and outstanding shares of common stock of MHTI shall include the following rights and privileges:

(i) Each share of preferred stock shall have a stated value of \$3.00, but shall have no guaranteed dividend or interest.

(ii) The holders of preferred stock shall have the same voting rights at all meetings of shareholders of UMSI as the holders of common shares of stock of UMSI.

(iii) The preferred shares of stock may be converted to shares of common stock of UMSI when any one of the following events occurs:

A. At any time after the common shares of stock of UMSI are trading at \$6.00 per share over ten (10) consecutive trading days.

B. UMSI authorizes the conversion of the preferred shares of stock to common shares of stock.

C. One year following the closing date, all remaining shares of preferred stock, not already converted to shares of common stock of UMSI, automatically shall be converted to shares of common stock of UMSI

D. In all cases, the number of shares of UMSI common stock to be issued pursuant to the above described conversion options shall be determined based upon the average bid price for shares of common stock of UMSI over the fifteen (15) trading days prior to the conversion date. For example, if the average bid price over the fifteen (15) trading days prior to the conversion date is \$1.00 per share then each share of preferred stock would be converted into three (3) shares of common stock; if the average bid price is \$3.00 per share then each share of preferred stock would be converted into one (1) share of common stock.

(d) Each certificate representing a share of preferred stock of UMSI to be issued pursuant to this Agreement shall bear on its face a legend in substantially the following form:

"The shares represented by this certificate have not been registered under the Securities Act of 1933. The shares have been acquired for investment and may not be sold, transferred or assigned in the absence of an effective registration statement for these shares under the Securities Act of 1933 or an opinion of the Company's legal counsel that registration is not required under such Act."

(e) UMSI will not at any time prior to the conversion of all of the UMSI preferred shares issue any capital stock of any class which has superior or prior rights to be preferred as to dividends or as to the distribution of assets upon voluntary or involuntary liquidation, dissolution or winding up.

(f) In the case of any capital reorganization or any reclassification of the UMSI common stock or in the case of consolidation or merger of UMSI or the conveyance of all or substantially all of the assets of UMSI to another corporation, the stated value of UMSI preferred shares shall thereafter be adjusted so that the UMSI preferred shares shall be convertible into the number of shares of stock, or other securities or property, to which a holder of the number of shares of UMSI common stock deliverable upon conversion of the preferred shares would have been entitled upon such reorganization, reclassification, consolidation, merger or conveyance.

Section X. Conditions Precedent to Obligations of UMSI and MHTIAC. The obligations of UMSI and MHTIAC under this Agreement are subject to the following conditions:

(a) There shall be tendered for exchange by the Shareholders at the closing, certificates representing all of the issued and outstanding shares of the common and preferred stock of MHTI in a form approved by counsel for UMSI.

(b) The representations of the Shareholders contained herein shall be true as of the closing date, and the Shareholders shall execute and deliver to UMSI a certificate to that effect in form and substance satisfactory to counsel for UMSI.

(c) All directors and officers of MHTI shall tender their resignations effective as of the closing date.

(d) Neither the inventories nor operating assets of MHTI shall have been substantially damaged or destroyed.

(e) The obligation of MHTI to Pfizer Medical Systems, Inc. shall be restructured on terms and conditions satisfactory to UMSI and MHTIAC.

(f) The lease for the premises presently occupied by MHTI shall be restructured on terms and conditions satisfactory to UMSI and MHTIAC.

(g) MHTI shall execute employment agreements with the present employees of MHTI on terms and conditions satisfactory to MHTI, UMSI and MHTIAC.

(h) UMSI and MHTIAC shall have received an opinion of legal counsel to UMSI, satisfactory in form and substance to UMSI and MHTIAC, to the effect that (i) all necessary corporate proceedings of UMSI and MHTIAC have been duly taken to authorize and enable the exchange of the shares as provided for herein, (ii) the delivery of the shares of preferred stock of UMSI to the Shareholders of MHTI in exchange for their shares of common and preferred stock of MHTI being delivered to MHTIAC pursuant to this Agreement is exempted from the registration requirements under the Securities Act of

1933, as amended, by reason of the applicability of Section 4(2) of the Act, Regulation D promulgated under Section 3(b) of the Act, or any other exemption provided for under the Act, and (iii) the transactions herein provided for will not result in the recognition of taxable gain to the Shareholders of MHTI upon the transfer of their stock of MHTI in exchange solely for stock of UMSI, nor in the recognition of taxable gain to UMSI, or its shareholders, or MHTIAC upon said transfer, by reason of the transaction qualifying as a tax-free reorganization under the Internal Revenue Code.

Section XI. Conditions Precedent to Obligations of Shareholders: Nontaxability of Exchange. The obligation of the Shareholders under this Agreement to deliver to UMSI their shares of the common and preferred stock of MHTI is subject to the following conditions:

(a) No Shareholder shall have received prior to closing an opinion from legal counsel to the effect that the exchange of their shares of MHTI common and preferred stock for shares of preferred stock of UMSI under the terms of this Agreement does not constitute a tax-free reorganization within the meaning of Section 368(a)(1)(A) of the Internal Revenue Code.

(b) As of the closing UMSI shall make available funds in the amount of \$250,000 for MHTIAC corporate operating expenses.

Section XII. Investment Intent. Each of the Shareholders represents that the shares of stock of UMSI being acquired by him or her under this Agreement are being acquired for investment purposes only, and not with a view to reselling the same or dividing participation with others. Each Shareholder represents that he or she has no present intent to resell or otherwise dispose of all or any part of such shares.

Section XIII. Access to Records and Information.

(a) UMSI, and its counsel, accountants, engineers, and other representatives, shall have the right at all times during ordinary business hours to inspect all of the properties, books, and records of MHTI, and the Shareholders shall cooperate with and furnish to UMSI and its representatives, all such information and documents with respect to the affairs of MHTI as UMSI or its representatives may reasonably request.

(b) The Shareholders, and their counsel, accountants, engineers, and other representatives, shall have the right at all times during ordinary business hours to inspect all of the properties, books, and records of UMSI, and UMSI shall cooperate with and furnish to the Shareholders and their representatives, all such information and documents with respect to the affairs of UMSI as the Shareholders or their representatives may reasonably request.

Section XIV. Accounting. For accounting purposes, this transaction shall be deemed to have occurred as of December 31, 1995.

Section XV. Limitation on Liability of MHTI Shareholders. UMSI and MHTIAC hereby agree and acknowledge that any and all liability of the shareholders of MHTI related to the accuracy of the warranties, representations and covenants set forth herein, including but not limited to the warranties, representations and covenants set forth in Section VII above, shall be subject to a cumulative deductible in the amount of \$25,000 and shall not exceed the aggregated stated value of the preferred stock.

Section XV. Notices. All notices required or permitted to be given under this Agreement shall be deemed duly given when delivered personally or sent by registered or certified mail, postage prepaid, properly addressed to the party to receive such notice, at the addresses specified above.

Section XVI. Entire Agreement. This Agreement constitutes the entire agreement between the parties; there are no agreements, warranties, or representations, express or implied, except those expressly set forth herein. All agreements, representations, and warranties contained in this Agreement shall apply as of the closing date and shall survive the closing of this Agreement.

Section XVII. Modification. This Agreement may not be amended or modified, except by written agreement of the parties.

Section XVIII. Binding Effect. This Agreement shall bind and inure to the benefit of the parties and their heirs, legal representatives, successors, and assigns.

Section XIX. Governing Law. This Agreement shall be construed under and governed by the laws of the State of Florida.

Section XXX. Counterparts. This Agreement may be executed in multiple counterparts and on facsimile paper and by facsimile transmission as necessary. When each of the parties has signed and delivered at least one such counterpart, each counterpart will be deemed an original and, when taken together with the other signed counterparts, shall constitute one fully executed copy of this Agreement, which shall be binding upon and effective as to the parties according to its terms.

yes.
sent 3/11/11

ACQUISITION AGREEMENT - Page 11 of 11

IN WITNESS WHEREOF, this Agreement has been executed in one or more duplicate original counter-parts at Clearwater, Florida on the date first above written.

UNIVERSAL MEDICAL SYSTEMS, INC.

By: 

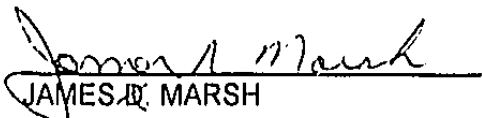
Myron A. Baker, Chairman & CEO

MEDICAL HIGH TECHNOLOGY INTERNATIONAL, INC.

By: 

Jerome P. Shields, President


JEROME P. SHIELDS


JAMES D. MARSH

N. 2m

RONALD D. BREWER


BRIAN F. HEIDTMAN

TRANSMILLENNIAL RESOURCE CORPORATION

By: _____

Chuck Broes, President

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UNIVERSAL MEDICAL SYSTEMS, INC.

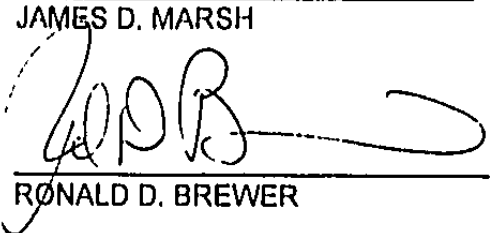
By: _____
Myron A. Baker, Chairman & CEO

MEDICAL HIGH TECHNOLOGY INTERNATIONAL, INC.

By: _____
Jerome P. Shields, President

JEROME P. SHIELDS

JAMES D. MARSH



RONALD D. BREWER

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ACQUISITION AGREEMENT - Page 11 of 11

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Myron A. Baker, Chairman & CEO

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JEROME P. SHIELDS

JAMES D. MARSH

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BRIAN F. HEIDTMAN

TRANSMILLENNIAL RESOURCE CORPORATION

By: Chuck Broes, President
Chuck Broes, President