

P96000084609

Dominic A. Scacci  
1800 Embassy Dr  
Suite 112  
West Palm Beach, FL 33401

1000011570951  
-10/10/96---01006--005  
\*\*\*\*140.00 \*\*\*\*70.00

Office Use Only

CORPORATION NAME(S) & DOCUMENT NUMBER(S), (if known):

1. \_\_\_\_\_  
(Corporation Name) (Document #)
2. \_\_\_\_\_  
(Corporation Name) (Document #)
3. \_\_\_\_\_  
(Corporation Name) (Document #)
4. \_\_\_\_\_  
(Corporation Name) (Document #)

- ☐ Walk in ☐ Pick up time \_\_\_\_\_ ☐ Certified Copy  
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NEW FILINGS	
<input type="checkbox"/>	Profit
<input type="checkbox"/>	NonProfit
<input type="checkbox"/>	Limited Liability
<input type="checkbox"/>	Domestication
<input type="checkbox"/>	Other

AMENDMENTS	
<input type="checkbox"/>	Amendment
<input type="checkbox"/>	Resignation of R.A., Officer/ Director
<input type="checkbox"/>	Change of Registered Agent
<input type="checkbox"/>	Dissolution/Withdrawal
<input type="checkbox"/>	Merger

OTHER FILINGS	
<input type="checkbox"/>	Annual Report
<input type="checkbox"/>	Fictitious Name
<input type="checkbox"/>	Name Reservation

REGISTRATION/ QUALIFICATION	
<input type="checkbox"/>	Foreign
<input type="checkbox"/>	Limited Partnership
<input type="checkbox"/>	Reinstatement
<input type="checkbox"/>	Trademark
<input type="checkbox"/>	Other

FILED  
96 OCT 10 AM 11:54  
SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

BC  
10/14

**ARTICLES OF INCORPORATION  
OF**

**OmniGene Development , Inc.**

The undersigned for the purpose of forming a corporation under the laws of the State of Florida, do hereby accept the following Articles of Incorporation:

**ARTICLE I**

The name of the corporation shall be **OmniGene Development, Inc.**

**ARTICLE II**

The general purpose for which the corporation is organized are:

1. To transact any lawful business for which corporations may engage in under the laws of the State of Florida or the United States.
2. To do such things as are incidental or necessary to accomplish the foregoing.

**ARTICLE III**

The maximum number of shares of stock that the corporation is authorized to have outstanding at any time is Fifty Million (50,000,000) shares of stock of a par value of One Mill (\$0.001) per share, and all of one class.

**ARTICLE IV**

The amount of capital with which this corporation shall begin business shall be the sum of One Hundred and No/100 Dollars (\$100.00).

**ARTICLE V**

The period of existence of this corporation shall be perpetual.

**ARTICLE VI**

The street address of the initial registered office of the corporation is 421 S. Olive Avenue, West Palm Beach, Florida 33401 and the name of its initial registered agent at such address is

Dominic A. Scacci

The corporation shall have no less than one (1) director; the names and address of the directors constituting the initial board of directors is as follows:

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96 OCT 10 AM 1:54  
SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

(1) Dominic A. Scacci, 421 S. Olive Avenue , West Palm Beach, Fl ,33401

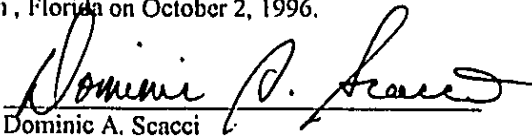
**ARTICLE VII**

The name and address of the Incorporator is:

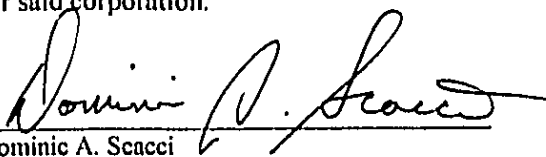
Dominic A. Scacci, 421 S. Olive Avenue , West Palm Beach, Fl ,33401

IN WITNESS whereof I have subscribed my name to these Articles of Incorporation.

Executed by the undersigned at West Palm Beach , Florida on October 2, 1996.

  
Dominic A. Scacci

I hereby am familiar with and accept the duties and responsibilities as registered agent  
for said corporation.

  
Dominic A. Scacci

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TALLAHASSEE, FLORIDA

# P96000084609

Requestor's Name  
OmniGene Development Inc  
Address  
421 South Olive St  
West Palm Beach FL 33401  
City/State/Zip Phone #

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(Corporation Name) (Document #)

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<input type="checkbox"/>	Merger

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<input type="checkbox"/>	Limited Partnership
<input type="checkbox"/>	Reinstatement
<input type="checkbox"/>	Trademark
<input type="checkbox"/>	Other

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**P96000084609**

ARTICLES OF MERGER  
Merger Sheet

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MERGING:

OMNIGENE DIAGNOSTICS, INC., a Massachusetts corporation not authorized  
to transact business in Florida.

INTO

**OMNI GENE DEVELOPMENT, INC.**, a Florida corporation, P96000084609

File date: November 20, 1996

Corporate Specialist: Annette Hogan

# **OmniGene Development, Inc.**

**421 South Olive Street**

**West Palm Beach, FL 33401**

**561-833-1001 Fax: 561-833-9626**

November 19, 1996

Secretary of State  
Division of Corporations  
Amendments Section  
409 E. Gains Street  
Tallahassee, FL 32314  
Attention: Anette

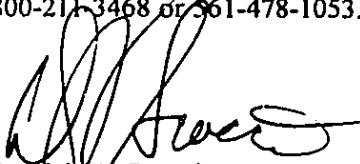
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Dear Annette:

Enclosed please find the Plan and Agreement of Merger together with the Articles of Merger of Omnigene Diagnostics, Inc. with and into Omnigene Development, Inc. and the Certificate as to Adoption of Plan of Merger by Directors.

As per our phone conversation, please, replace the documents you are in receipt of, with the documents herein and apply the filing fee to facilitate the filing of the merger.

I appreciate your help in this matter, if any questions should result please call me at:  
800-211-3468 or 561-478-1053.



Dominic A. Scacci  
President

To: Secretary of State  
Tallahassee, Florida 32304

Filing fee \$122.50

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SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

ARTICLES OF MERGER OF OMNIGENE DIAGNOSTICS, INC.  
WITH AND INTO  
OMNIGENE DEVELOPMENT, INC.

Pursuant to the provisions of the Florida General Corporation Act, the foreign business corporation and the domestic business corporation herein named do hereby submit the following Articles of Merger:

1. The attached Exhibit 'A' is annexed hereto and made a part hereof as the Plan of Merger for merging Omnigene Diagnostics, Inc. With and into Omnigene Development, Inc.
2. The merger of Omnigene Diagnostics, Inc. With and into Omnigene Development, Inc. Is permitted by the laws of the jurisdiction of organization of Omnigene Diagnostics, Inc. The date of adoption of the Plan of Merger by the Shareholders of Omnigene Diagnostics, Inc was October 21, 1996.
3. The Shareholders of Omnigene Development, Inc. Entitled to vote thereon approved and adopted the aforesaid Plan of Merger in accordance with the provisions of the Florida Business Corporation Act on October 21, 1996.
4. The effective time and date of the merger herein provided for in the State of Florida shall be upon acceptance by the Secretary of State .

Dated October 21, 1996.

  
\_\_\_\_\_  
President

  
\_\_\_\_\_  
Secretary



## PLAN AND AGREEMENT OF MERGER

THIS AGREEMENT is entered into as of the 2<sup>TH</sup> day of October, 1996, by and among OMNIGENE DIAGNOSTICS, INC., a Massachusetts corporation (hereinafter referred to as "MASSCORP") and OMNIGENE DEVELOPMENT, INC., a Florida corporation (hereinafter referred to as "FLACORP"), MASSCORP and FLACORP being sometimes hereinafter collectively referred to as the "Constituent Corporations".

### WITNESSETH:

WHEREAS, FLACORP, a newly-formed corporation, has been organized for the purpose of changing the state of incorporation of MASSCORP from Massachusetts to Florida by means of a statutory merger of MASSCORP into FLACORP as hereinafter provided; and

WHEREAS, the respective Boards of Directors of the Constituent Corporations deem it advisable and in the best interest of the Constituent Corporations and their respective shareholders, that MASSCORP merge with and into FLACORP pursuant to this Agreement and the applicable provisions of the laws of the State of Florida and the Commonwealth of Massachusetts, such transaction being hereinafter referred to as the "Merger"; and

WHEREAS, the Boards of Directors of MASSCORP and FLACORP, respectively, have approved and adopted this Plan and Agreement of Merger within the provisions of §368(a)(1)(F) of the Internal Revenue Code of 1986, as amended;

NOW, THEREFORE, MASSCORP and FLACORP (the "Parties"), in consideration of the mutual covenants, undertakings, representations, warranties and indemnifications herein contained, hereby agree as follows:

## ARTICLE I

### THE MERGER

1. The Merger. MASSCORP shall merge into FLACORP on the Effective Date of the Merger (as defined herein) in accordance with the laws of the State of Florida and the Commonwealth of Massachusetts, with FLACORP being the corporation surviving the Merger (the "Surviving Corporation") as a corporation organized and existing under the laws of the State of Florida.

## ARTICLE II

### CERTAIN RESULTS OF THE MERGER

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

a. MASSCORP shall become and be merged into FLACORP, which shall be the Surviving Corporation and the separate corporate existence of MASSCORP shall cease.

b. FLACORP shall succeed to and possess all the rights, privileges, powers and immunities of MASSCORP, together with all property (real, personal and mixed) of MASSCORP without further act or deed and thereafter shall be effectively possessed of the rights, privileges, powers, immunities and property of MASSCORP and Corporations.

c. All rights of creditors and all liens upon any property of MASSCORP shall be preserved unimpaired; FLACORP shall be subject to all the restrictions, disabilities and duties of MASSCORP; and all debts, liabilities and obligations of MASSCORP shall thenceforth attach to FLACORP and may be enforced against it to the same extent as if said debts, liabilities and obligations had 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 by MASSCORP prior to the Merger.

d. Without limitation of the foregoing provisions of this Section 2.1, all corporate acts, plans, policies, contracts, approvals and authorizations of the Constituent Corporations, their shareholders, Boards of Directors, committees elected or appointed by the Boards of Directors, officers and agents, which were valid and effective and which do not have terms expressly requiring termination by virtue of the Merger, shall be taken for all purposes as the acts, plans, policies, contracts, approvals and authorizations of the Surviving Corporation as they were with respect to the Constituent Corporations.

**2.2 Articles of Incorporation, By-Laws and Officers and Directors of Surviving Corporation.** Upon the Merger becoming effective:

a. The Articles of Incorporation of FLACORP in effect immediately prior to the Merger becoming effective shall be the Articles of Incorporation of the Surviving Corporation.

b. The By-Laws of FLACORP in effect immediately prior to the Merger becoming effective shall be the By-Laws of the Surviving Corporation until amended in the manner provided by law, the Articles of Corporation of the Surviving corporation and said By-Laws.

c. The directors and officers of MASSCORP immediately prior to the Merger becoming effective shall be the directors and officers of the Surviving Corporation until changed in the manner provided by law, the Articles of Incorporation of the Surviving Corporation and its By-Laws.

**2.3 Further Assurance.** From time to time, as and when requested by the Surviving Corporation or its successors or assigns, FLACORP and MASSCORP or any one of them, shall execute and deliver all such deeds and other instruments and shall take or cause to be taken such further or other action as the Surviving Corporation may deem necessary or desirable in order to further assure that there has been vested or perfected in, or to confirm of record or otherwise

to, the Surviving Corporation, its title to and possession of all of the property, rights, privileges, powers and immunities intended herein to be obtained by the Surviving Corporation by virtue of the Merger and otherwise to carry out the purposes of this Agreement.

### ARTICLE III

#### EFFECT OF MERGER UPON ISSUED SHARES OF CONSTITUENT CORPORATIONS

3.1 Conversion of MASSCORP Shares. Each share of Common Stock of MASSCORP which is outstanding immediately prior to the Effective Date of the Merger shall be converted into one fully paid and nonassessable shares of FLACORP Common Stock ("FLACORP Stock") upon the Effective Date of the Merger and by virtue thereof, without any action on the part of the holders thereof.

3.2 Sole Rights. From and after the effective date of the Merger, the holders of Certificates for shares of MASSCORP Common Stock outstanding immediately prior thereto shall cease to have any rights with respect to such stock (except as otherwise provided by law or as herein set forth) and (except as aforesaid) their sole rights shall be with respect to the FLACORP Stock for which their shares of Stock are converted pursuant to the Merger.

### ARTICLE IV

#### REQUIRED ACTIONS

4.1 Stockholders' Action. MASSCORP shall cause this Agreement to be submitted to its stockholders in a manner prescribed by law as promptly as is practicable after the date of this Agreement, and shall use its best efforts to obtain the necessary affirmative vote or consent of their stockholders in favor of this Agreement as may be required to authorize this Agreement and the Merger pursuant hereto.

4.2 Other Action. The parties hereto shall exchange applicable documents pursuant to the terms of this Agreement and shall cause all other acts to be done, as shall be required to make the Merger effective under the laws of the State of Florida and Commonwealth of Massachusetts. The Merger shall thereupon become effective as of the close of business on the date when the last steps to make the Merger effective under the aforesaid laws shall be

completed (the "Effective Date of the Merger"). Thereafter, the Constituent Corporations shall promptly notify all stockholders of record in accordance with applicable law and effect any further actions which may be appropriate at such time.

4.3 Closing Documents. On or before the Closing Date, each of the parties hereto shall deliver to the other such instruments and documents as may be reasonably requested by counsel to the others in order to carry out the purposes of this Agreement, such instruments and documents to be in form and substance satisfactory to such counsel.

4.4 Expenses. Upon the Effective Date of the Merger, FLACORP shall become obligated for and shall pay all expenses of the parties hereto, including, without limiting the generality of the foregoing, the fees and expenses of the parties' agents, representatives, counsel and accountants, incidental to the preparation of this Agreement and the consummation of the transactions provided herein.

## ARTICLE V

### MISCELLANEOUS

5.1 Counterparts. For the convenience of the parties and to facilitate the filing hereof with appropriate governmental authorities, this Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original.

5.2 Notices. Any notices or other communications required or permitted under this Agreement shall be sufficiently given if delivered or sent by first class certified mail, return receipt requested, or by telegram, addressed as follows:

In the case of FLACORP:

OMNIGENE DEVELOPMENT, Inc  
421 S. OLIVE AVE.  
WEST PALM BEACH, FL 33401

In the case of MASSCORP:

OMNIGENE DIAGNOSTICS, Inc  
421 S. OLIVE AVE  
WEST PALM BEACH, FL 33401

5.3 Waiver of Compliance. Any failure of any party hereto to comply with any obligation, covenant, agreement or condition herein may be expressly waived in writing by the Chairman of the Board or President of the other parties, but such waiver or failure to insist upon strict compliance with such obligation, covenant, agreement or condition shall not operate as a waiver of or estoppel with respect to any subsequent or other failure.

5.4 Amendment and Modification. Subject to applicable law, this Agreement may be amended, modified and supplemented by mutual consent of the respective Boards of Directors of the Constituent Corporations or by their respective officers authorized by such Boards of Directors at any time prior to the Effective Date of the Merger with respect to any of the terms contained herein, in such manner as may be agreed upon in writing by such Boards of Directors or such officers.

5.5 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, inter-ests or obligations hereunder shall be assigned by either of the parties hereto without the prior written consent of the other party.

5.6 Governing Law. This Agreement and the legal relations between the parties shall be governed by and construed in accordance with the laws of the State of Florida, both substantive and remedial.

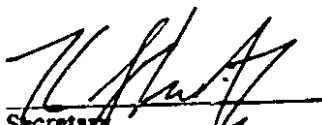
5.7 Headings. The headings of the sections and articles of this Agreement are inserted for convenience only and shall not constitute a part hereof.

5.8 Entire Agreement. This Agreement, including any documents referred to herein which form a part hereof, contain 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 or therein. This Agreement supersedes all prior agreements and understandings among the parties with respect to such subject matter.


IN WITNESS WHEREOF, each of the parties hereto has caused this Plan and Agreement of Merger to be signed in its corporate name by its President or a Vice President and attested by its Secretary or Assistant Secretary, all as of the date first above written.

OMNIGENE DIAGNOSTICS, INC.  
(a Massachusetts corporation)

By:   
President

  
Secretary

OMNIGENE DEVELOPMENT, INC.  
(a Florida corporation)

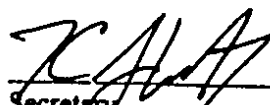
By:   
President

  
Secretary

OMNIGENE DEVELOPMENT, INC.  
CERTIFICATE AS TO ADOPTION OF PLAN OF MERGER BY DIRECTORS

This is to certify that the attached plan of merger has been adopted by the directors of the corporation pursuant to Section 607.221(4) of the Florida Statutes, and that, as of the date hereof, the outstanding shares of the corporation were such that the number of authorized but unissued shares of common stock of the corporation to be delivered under the plan of merger does not exceed 20 percent (20%) of such outstanding shares of the corporation.

Dated OCTOBER 11<sup>ST</sup>, 1996


  
Secretary

State of Florida  
County of Palm Beach

I, Elena Scacci, a notary public, do hereby certify that on OCTOBER 21, 1996, personally appeared before me Thomas Crawford, who, being by me first duly sworn, declared that he is the secretary of Omnigene Development, Inc., that he signed the foregoing document as secretary of the corporation, and that the statements therein contained are true.

Elena Scacci  
MY COMMISSION # CC579043 EXPIRES  
August 22, 2000  
BONDED THIRD THIRD FARM INSURANCE, INC.



  
Notary public

[Notarial Seal]

My commission expires 8-22, ~~1996~~ <sup>2000</sup>