

P97000037246

ARTICLES OF MERGER
Merger Sheet

MERGING: -----

FACTORY AUTHORIZED MEDICAL SCOPE REPAIRS, INC., a Delaware
corporation, not qualified in Florida

INTO

FACTORY AUTHORIZED MEDICAL SCOPE REPAIRS, INC., a Florida
corporation, P97000037246.

File date: April 25, 1997

Corporate Specialist: Karen Gibson

Account number: 072100000032

Account charged: 70.00



THE UNITED STATES
CORPORATION
COMPANY

P 97000037246

ACCOUNT NO. : 072100000032

REFERENCE : 343945

9643A

AUTHORIZATION :

Patricia Pizant

COST LIMIT : \$ 70.00

ORDER DATE : April 25, 1997

ORDER TIME : 10:01 AM

ORDER NO. : 343945-010

CUSTOMER NO: 9643A

CUSTOMER: Helene C. Rosen, Esq
Sachs & Sax, P.a.
P. O. Box 810037

Boca Raton, FL 33481-0037

ARTICLES OF MERGER

FACTORY AUTHORIZED MEDICAL
SCOPE REPAIRS, INC.

INTO

FACTORY AUTHORIZED MEDICAL
SCOPE REPAIRS, INC.

PLEASE RETURN THE FOLLOWING AS PROOF OF FILING:

 CERTIFIED COPY
XX PLAIN STAMPED COPY

CONTACT PERSON: Todd Sterzoy

EXAMINER'S INITIALS: _____

FILED
91 APR 25 PM 12:41
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

File
2nd

11:45
11/11/97

ARTICLES OF MERGER

FILED
97 APR 25 PM 12:41
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

TO THE SECRETARY OF STATE
STATE OF FLORIDA

In compliance with the requirements of Section 607.1105 of the Florida Business Corporation Act, as amended, Factory Authorized Medical Scope Repairs, Inc., a Florida corporation ("FAMSR-FLA") and Factory Authorized Medical Scope Repairs, Inc., a Delaware corporation ("FAMSR-DE") desiring to effect a merger, hereby certify that:

1. The Plan of Merger is set forth as Exhibit A, attached hereto and made a part hereof. The Plan of Merger provides that FAMSR-DE shall merge with and into FAMSR-FLA and that FAMSR-FLA shall be the surviving corporation.

2. The Plan of Merger was approved and adopted on the 8th day of April, 1997, by all of the Shareholders and Directors of FAMSR-DE by means of a Unanimous Written Consent of Action, signed by all of the Shareholders and Directors of FAMSR-DE and filed with the Secretary of FAMSR-DE.

3. The Plan of Merger was approved and adopted on the 8th day of April, 1997, by all of the Directors of FAMSR-FLA by means of a Unanimous Written Consent of Action, signed by all of the Directors of FAMSR-FLA, and filed with the Secretary of FAMSR-FLA. Shareholder approval of FAMSR-FLA is not required pursuant to Sections 607.1103(7) and 607.1105(1)(c), Florida Statutes.

4. FAMSR-DE has complied with the applicable provisions of the laws of the State of Delaware under which it was organized.

5. The merger shall be effective upon the date of filing these Articles of Merger.

IN WITNESS WHEREOF, these Articles of Merger have been executed by FAMSR-FLA and FAMSR-DE on this 8th day of April, 1997.

FACTORY AUTHORIZED MEDICAL
SCOPE REPAIRS, INC., a
Florida corporation

By: Jeffrey H. Trank,
President

Attest: Mitchell D. Auran,
Secretary

FACTORY AUTHORIZED MEDICAL
SCOPE REPAIRS, INC.,
a Delaware corporation

By: Jeffrey H. Trank,
President

Attest: Mitchell D. Auran,
Secretary

AGREEMENT OF MERGER AND PLAN OF REORGANIZATION

This Agreement of Merger and Plan of Reorganization ("Agreement") dated this 8th day of April, 1997 by and between FACTORY AUTHORIZED MEDICAL SCOPE REPAIRS, INC., a Florida corporation (hereinafter referred to as "Surviving Corporation") and FACTORY AUTHORIZED MEDICAL SCOPE REPAIRS, INC., a Delaware corporation (hereinafter referred to as "Merging Corporation").

WHEREAS:

A. The Board of Directors and Shareholders of the Merging Corporation and the Board of Directors of the Surviving Corporation have resolved that the Merging Corporation be merged and pursuant to the Florida Business Corporation Act and the Corporation Law of the State of Delaware into a single corporation existing under the laws of the State of Florida, to wit, the Surviving Corporation, which shall be the surviving corporation in a transaction qualifying as a reorganization within the meaning of Section 368(a)(1)(F) of the Internal Revenue Code, as amended;

B. The authorized capital stock of the Merging Corporation consists of 3,000,000 shares of Common Stock without par value, of which 1,125,000 shares are issued and outstanding;

C. The authorized capital stock of the Surviving Corporation consists of 3,000,000 shares of Common Stock without par value, of which 1,125,000 shares are issued and outstanding; and

D. The Board of Directors and Shareholders of the Merging Corporation and the Board of Directors of the Surviving Corporation have approved the merger upon the terms and conditions hereinafter set forth and have approved this Agreement.

NOW THEREFORE, in consideration of the premises and the mutual agreements, provisions, and covenants herein contained, the parties hereto hereby agree in accordance with the laws of the State of Florida and the laws of the State of Delaware that Merging Corporation shall be, upon the Effective Date (as hereinafter defined), merged (hereinafter called "Merger") into a single corporation existing under the laws of the State of Florida, to wit, Surviving Corporation, and the parties hereto adopt and agree to the following agreements, terms, and conditions relating to the Merger and the code of carrying the same into effect.

1. Board of Directors and Stockholders' Meetings; Filings; Effects of Merger

1.1 Merging Corporation. In accordance with the laws of the State of Delaware, the Merging Corporation shall obtain the

unanimous written consent of its Board of Directors and Shareholders for the purpose of approving and adopting this Agreement.

1.2 Surviving Corporation. In accordance with the laws of the State of Florida, the Surviving Corporation shall obtain the unanimous written consent of its Board of Directors for the purpose of approving and adopting this Agreement.

1.3 Filing of Articles of Merger. If (a) this Agreement is adopted by the Board of Directors and the stockholders of the Merging Corporation in accordance with the laws of the State of Delaware, (b) this Agreement is adopted by the Board of Directors of the Surviving Corporation in accordance with the laws of the State of Florida, and (c) this Agreement is not thereafter, and has not theretofore been, terminated or abandoned as permitted by the provisions hereof, then the Articles of Merger shall be filed in accordance with the laws of the State of Florida and the Certificate of Merger shall be filed in accordance with the laws of the State of Delaware.

1.4 Effective Date. The Merger shall become effective upon the date of filing of both the Articles of Merger with the Secretary of State of the State of Florida and the Certificate of Merger with the Secretary of State of the State of Delaware, herein referred to as the "Effective Date."

1.5 Effects of Merger. On the Effective Date, the separate existence of the Merging Corporation shall cease, and the Merging Corporation shall be merged into the Surviving Corporation which shall possess all of the rights, privileges, powers and franchises of a public as well as of a private nature, and be responsible and liable for the liabilities and obligations of the Merging Corporation; and all and singular, the rights, privileges, powers and franchises of the Merging Corporation, and all property, real, personal, and mixed, and all debts due to the Merging Corporation on whatever account, as well for stock subscriptions and all other things in action or belonging to the Merging Corporation, shall be vested in the Surviving Corporation; 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 Merging Corporation, and the title to any real estate vested by deed or otherwise, under the laws of Florida or Delaware or any other jurisdiction, in the Merging Corporation, shall not revert or be in any way impaired; but all rights of creditors and all liens upon any property of the Merging Corporation shall be preserved unimpaired, and all debts, liabilities, and duties of the Merging Corporation shall thenceforth attach to the Surviving Corporation and may be enforced against it to the same extent as if said debts,

liabilities, and duties had been incurred or contracted by it. At any time, or from time to time, after the Effective Date, the last acting officers of the Merging Corporation or the corresponding officers of the Surviving Corporation, may, in the name of the Merging Corporation, execute and deliver all such proper deeds, assignments, and other instruments and take or cause to be taken all such further or other action as the Surviving Corporation may deem necessary or desirable in order to vest, perfect, or confirm in the Surviving Corporation title to and possession of all the Merging Corporation's property, rights, privileges, powers, franchises, immunities, and interests and otherwise to carry out the purposes of this Agreement.

1.6 Reorganization. This Merger is being effected in a transaction intended to qualify as a reorganization within the meaning of Section 368(a)(1)(F) of the Internal Revenue Code, as amended.

2. Reporting of Assets at Book Value.

The assets of the Merging Corporation and of the Surviving Corporation shall be reported in the accounts of the Surviving Corporation at their book value as of the Effective Date of this Agreement.

3. Name of Surviving Corporation; Certificate of Incorporation; By-Laws.

3.1 Name of Surviving Corporation. The name of the Surviving Corporation from and after the Effective Date shall be FACTORY AUTHORIZED MEDICAL SCOPE REPAIRS, INC.

3.2 Articles of Incorporation. The Articles of Incorporation of the Surviving Corporation, as in effect on the date hereof, shall from and after the Effective Date be, and continue to be, the Articles of Incorporation of the Surviving Corporation until changed or amended as provided by law.

3.3 By-Laws. The By-laws of the Surviving Corporation, as in effect on the date hereof, shall from and after the Effective Date be, and continue to be, the By-Laws of the Surviving Corporation until amended as provided pursuant to the Florida Business Corporation Act, the Articles of Incorporation or the By-Laws.

4. Status and Conversion of Securities.

This paragraph sets forth the manner and basis of converting the shares of the Merging Corporation and the nature and amount of securities of the Surviving Corporation which the holders of shares

of the Merging Corporation Common Stock are to receive in exchange for such shares. Each outstanding Common Share of the Merging Corporation shall be cancelled, and one Common Share of the Surviving Corporation shall be issued to the holder in exchange for each Common Share of the Merging Corporation cancelled hereunder.

5. Consent to be Sued and Served with Process in Delaware.

The Surviving Corporation does hereby consent to be sued and served with process in the State of Delaware pursuant to Section 8-252(d) of the laws of Delaware and does further hereby irrevocably appoint the Secretary of State of Delaware as its agent to accept service of process in any proceeding for enforcement of any obligation of the Merging Corporation or of any obligation of the Surviving Corporation arising from the Merger. There are no dissenting shareholders of the Merging Corporation to this Agreement.

6. Directors.

The Directors of the Surviving Corporation shall be as follows:

Mitchell D. Auran
Jo-Ann Roma
Richard Sears
Jeffrey H. Trank
Timothy Welbes

The above Directors shall serve as directors of the Surviving Corporation until the next annual meeting of the Surviving Corporation or until a Shareholder's Action in lieu thereof, and until their respective successors are duly elected and qualified.

7. Officers.

The following persons shall serve as officers of the Surviving Corporation in the capacities indicated below opposite their respective names as of the Effective Date of this Agreement.

Jeffrey H. Trank	Chairman of Board and President
Mitchell D. Auran	Secretary and Treasurer

8. Statutory Agent.

Subject to the provisions of Section 5 of this Agreement appointing the Secretary of State of Delaware as the agent of the Surviving Corporation to accept service of process in Delaware on its behalf in any proceeding in Delaware, the statutory agent of the Surviving Corporation in Florida, upon whom any process, notice

or demand against either the Surviving Corporation or the Merging Corporation may be served, shall be Jeffrey H. Trank, a Florida resident whose address is 7222 Amhurst Way, Clearwater, Florida 34624.

9. Miscellaneous

9.1 Merging Corporation's Compliance With Delaware Law. The Merging Corporation represents and warrants that the Merger identified herein is permitted under the laws of the State of Delaware and the Merging Corporation has complied with Delaware law in effecting the Merger.

9.2 Abandonment of Merger. This Agreement may be terminated and the proposed Merger abandoned at any time before the Effective Date of the Merger, and whether before or after approval of this Agreement of Merger by the shareholders of the Merging Corporation, if the Board of Directors of the Merging Corporation or the Surviving Corporation duly adopt a resolution abandoning this Agreement.

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

IN WITNESS WHEREOF, this Agreement has been executed by Factory Authorized Medical Scope Repairs, Inc., a Florida corporation and Factory Authorized Medical Scope Repairs, Inc., a Delaware corporation all on the date first above written.

[SIGNATURES ON FOLLOWING PAGE]

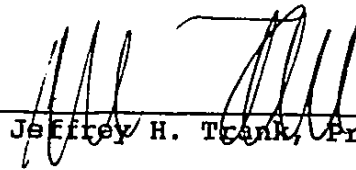
FACTORY AUTHORIZED MEDICAL
SCOPE REPAIRS, INC.,
a Florida corporation

Attest:



Mitchell D. Auran, Secretary

By:


Jeffrey H. Trank, President

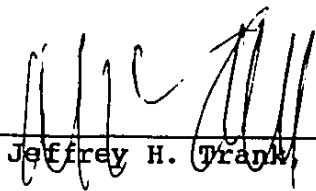
FACTORY AUTHORIZED MEDICAL SCOPE
REPAIRS, INC., a Delaware corporation

Attest:



Mitchell D. Auran, Secretary

By:


Jeffrey H. Trank, President

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