

P970000 43043

FLORIDA FILING & SEARCH SERVICES, INC.

P.O. BOX 10662 TALLAHASSEE, FL 32302

PH: (850) 668-4318 FX: (850) 668-3398

FILED  
00 JAN 21 PM 12:01  
SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

DATE: JANUARY 21, 2000

ACCOUNT NO: FCA000000015

AUTHORIZATION: ABBIE/PAUL HODGE

TYPE OF FILING  
ARTICLES OF MERGER

CORPORATE NAME

600003106126--4

-01/21/00--01027--025

\*\*\*\*\*70.00 \*\*\*\*\*70.00

DIAGNOSTIC DEVELOPMENT GROUP, INC.

AND

CLEARSKY MRI & DIAGNOSTIC IMAGING CENTERS, INC.

SPECIAL INSTRUCTIONS:

COST: 

RECEIVED  
00 JAN 21 AM 10:17  
DEPARTMENT OF STATE  
DIVISION OF CORPORATIONS  
TALLAHASSEE, FLORIDA

**ARTICLES OF MERGER  
Merger Sheet**

-----  
**MERGING:**

**CLEARSKY MRI & DIAGNOSTIC IMAGING CENTERS, INC.,** a Florida  
corporation, P97000043043

**INTO**

**DIAGNOSTIC DEVELOPMENT GROUP, INC.,** a Texas corporation not  
qualified in Florida.

File date: January 21, 2000

Corporate Specialist: Cheryl Coulliette

**ARTICLES OF MERGER**  
**OF**  
**DIAGNOSTIC DEVELOPMENT GROUP, INC.**  
**AND**  
**CLEARSKY MRI & DIAGNOSTIC IMAGING CENTERS, INC.**

The following Articles of Merger are submitted in accordance with Section 607.1105 of the Florida Business Corporation Act.

**First:** The name and jurisdiction of the surviving corporation is:

<b>Name</b>	<b>Jurisdiction</b>
Diagnostic Development Group, Inc.	A Texas Corporation

**Second:** The name and jurisdiction of the merging corporation is:

<b>Name</b>	<b>Jurisdiction</b>
ClearSky MRI & Diagnostic Imaging Centers, Inc.	A Florida Corporation

**Third:** The Agreement and Plan of Merger (the "Plan of Merger") is attached as Exhibit A to these Articles of Merger.

**Fourth:** The merger shall become effective at 4:00 p.m. (E.S.T.) on the date the Articles of Merger are filed with the Florida Department of State.

**Fifth:** Adoption of Merger by surviving corporation

The Plan of Merger was adopted by the shareholders of the surviving corporation as of December 20, 1999.

**Sixth:** Adoption of Merger by merging corporation

The Plan of Merger was adopted by the shareholders of the merging corporation as of December 20, 1999.

**FILED**  
**00 JAN 21 PM 12:01**  
**SECRETARY OF STATE**  
**TALLAHASSEE, FLORIDA**

**Seventh:** Signatures for each corporation

IN WITNESS WHEREOF, the undersigned have executed these Articles of Merger effective as of the 20th day of December, 1999

**SURVIVING CORPORATION:**

DIAGNOSTIC DEVELOPMENT GROUP, INC., a  
Texas corporation

By:



Richard D. Chandler, President

**MERGING CORPORATION:**

CLEARSKY MRI & DIAGNOSTIC IMAGING  
CENTERS, INC., a Florida corporation

By:



William R. Killerlain, President

## AGREEMENT AND PLAN OF MERGER

**THIS AGREEMENT AND PLAN OF MERGER** ("Agreement") is dated effective as of the date set forth on the signature page hereto, by and between **DIAGNOSTIC DEVELOPMENT GROUP, INC.**, a Texas corporation ("DDG"), and **CLEARSKY MRI & DIAGNOSTIC IMAGING CENTERS, INC.**, a Florida corporation ("ClearSky"). DDG and ClearSky are sometimes hereinafter collectively called the "Constituent Entities."

### WITNESSETH:

**WHEREAS**, the respective Boards of Directors and Shareholders of the Constituent Entities deem it advisable for ClearSky to merge with and into DDG as authorized by the Texas Business Corporation Act (the "TBCA") and the Florida Business Corporation Act (the "FBCA").

**NOW, THEREFORE**, in consideration of the premises and the mutual agreements herein set forth, the parties hereto agree as follows:

#### 1. **The Merger.**

1.1 **Terms.** Subject to the terms of this Agreement, at the Effective Time (as defined in Section 1.3 of this Agreement), ClearSky shall be merged with and into DDG and the separate corporate existence of ClearSky shall cease (the "Merger"). DDG (sometimes hereinafter referred to as the "Surviving Corporation") shall be the surviving corporation in the Merger and shall continue to be governed by the laws of the State of Texas. The Surviving Corporation shall (i) possess all the rights, privileges, powers, franchises and authority, both public and private, and be subject to all the restrictions, disabilities and duties of each of the Constituent Entities; (ii) be vested with all assets and property, real, personal and mixed, and every interest therein, wherever located, belonging to each of the Constituent Entities; and (iii) be liable for all the obligations and liabilities of each of the Constituent Entities, all with the effect set forth in the TBCA and the FBCA. The Merger shall be in accordance with, and shall have the effects specified in, the TBCA and the FBCA.

1.2 **Closing.** The closing of the Merger (the "Closing") shall take place on such date and at such time and place as DDG may determine. The date on which the Closing occurs is hereinafter referred to as the "Closing Date."

1.3 **Effective Time.** The Merger shall be effective on the date of filing Articles of Merger with the Secretary of State of the State of Texas and Articles of Merger with the Secretary of State of the State of Florida (the "Effective Time"), to be executed on behalf of the parties hereto by duly authorized officers thereof, with respect to the Merger in accordance with the laws applicable to the Merger.

1.4 **Supplemental Action.** If, at any time after the Effective Time, the Surviving Corporation shall consider or be advised that any deeds, bills of sale, assignments, assurances or any other actions or things are necessary or desirable to vest, perfect or confirm of record in the Surviving Corporation its right, title or interest in, to or under any of the rights, properties or assets

of ClearSky acquired or to be acquired by the Surviving Corporation as a result of, or in connection with, the Merger or otherwise to carry out this Agreement, the officers and directors of the Surviving Corporation shall be authorized to execute and deliver, in the name and on behalf of ClearSky or otherwise, all such deeds, bills of sale, assignments and assurances and to take and do, in the name and on behalf of ClearSky or otherwise, all such other actions and things as may be necessary or desirable to vest, perfect or confirm any and all rights, titles and interests in, to and under such rights, properties or assets in the Surviving Corporation or otherwise to carry out this Agreement.

1.5 Authorization of Merger. This Agreement was duly authorized by all actions required by the laws under which the Constituent Entities were incorporated or organized and by the Constituent Entities' constituent documents.

2. Articles of Incorporation and Bylaws of the Surviving Corporation.

2.1 Articles of Incorporation. The Articles of Incorporation of DDG as in effect at the Effective Time shall be and constitute the Articles of Incorporation of the Surviving Corporation.

2.2 Bylaws. The Bylaws of DDG as in effect at the Effective Time shall be and constitute the Bylaws of the Surviving Corporation.

3. Officers and Directors of the Surviving Corporation.

3.1 Officers. The officers of DDG shall be the officers of the Surviving Corporation from and after the Effective Time, each to serve until such officer's successor has been duly elected or appointed and qualified or until such officer's earlier death, resignation or removal in accordance with the Surviving Corporation's articles of incorporation and bylaws and the TBCA.

3.2 Directors. The directors of DDG shall be the directors of the Surviving Corporation from and after the Effective Time, each to serve until such director's successor has been duly elected or appointed and qualified or until such director's earlier death, resignation or removal in accordance with the Surviving Corporation's articles of incorporation and bylaws and the TBCA.

4. Conversion of Shares in the Merger. By virtue of the Merger and without any action on the part of any person:

4.1 DDG Stock. Each share of Common Stock, par value \$.01 per share, of DDG (the "DDG Stock") issued and outstanding immediately prior to the Effective Time shall remain issued and outstanding.

4.2 ClearSky Stock. Each share of Common Stock, par value \$.001 per share, of ClearSky (the "ClearSky Stock") issued and outstanding immediately prior to the Effective Time

shall, at the Effective Time by virtue of the Merger and without action on the part of the holder thereof, be converted into .00167 shares of DDG Stock.

4.3 Character of DDG Stock. All of the shares of DDG Stock, when delivered pursuant to the provisions of this Agreement, shall be validly issued, fully paid and non-assessable.

4.4 Name of Certificate Holder. If any stock certificate evidencing shares of DDG Stock is requested to be issued in a name other than that in which the surrendered stock certificate evidencing shares of ClearSky Stock is registered, it shall be a condition of such issuance that the surrendered stock certificate shall be properly endorsed in blank or otherwise in proper form for transfer and that the person requesting such exchange pay to the Surviving Corporation any applicable transfer or other taxes or establish to the satisfaction of the Surviving Corporation that any such tax has been paid or is not payable.

5. Miscellaneous.

5.1 Amendment. The Boards of Directors of the Constituent Entities may amend this Agreement at any time prior to the Effective Time in accordance with the provisions of the TBCA and the FBCA.

5.2 Counterparts. For the convenience of the parties hereto, this Agreement may be executed in any number of counterparts, each such counterpart being deemed to be an original instrument, and all such counterparts being deemed to constitute the same agreement.

5.3 Governing Law. This Agreement shall be governed by, and construed in accordance with, the laws of the State of Texas (without regard to Texas' conflicts of law rules).

5.4 Entire Agreement. This Agreement constitutes the entire agreement of the parties and supersedes all other prior agreements and understandings, both written and oral, between the parties with respect to the subject matter of this Agreement.

5.5 Captions. The article and section captions herein (i) are for convenience of references only; (ii) do not constitute part of this Agreement; and (iii) shall not be deemed to limit or otherwise affect any of the provisions of this Agreement.

(Signatures begin on next page)

IN WITNESS WHEREOF, the parties have executed this Agreement effective as of the  
20th day of December, 1999.

**DDG:**

DIAGNOSTIC DEVELOPMENT GROUP, INC., a  
Texas corporation

By: 

Richard D. Chandler, President

**CLEARSKY:**


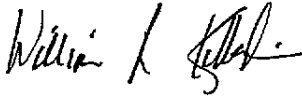
CLEARSKY MRI & DIAGNOSTIC IMAGING  
CENTERS, INC., a Florida corporation

By: 

William R. Killerlain, President



**Seventh:**      Signatures for each corporation

Name of Corporation	Signature	Typed or Printed Name of Individual and Title
Diagnostic Development Group, a Texas corporation		Richard D. Chandler, President
ClearSky MRI & Diagnostic Imaging Centers, Inc., a Florida corporation		William R. Killerlain, President