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CORPORATION NAME(S) AND DOCUMENT NUMBER(S) (if known):

IHI Associates Inc.

Merger

☐ Walk In

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☒ Certified Copy

☐ Certificate of Status

☐ Certificate of Good Standing

☐ ARTICLES ONLY

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NEW FILINGS	
<input type="checkbox"/>	Profit
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<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 checked="" 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

☐ Certificate of Fictitious Name

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FILED
00 MAY 12 PM 4:19
SECRETARY OF STATE
TALLAHASSEE, FLORIDA
RECEIVED
00 MAY 12 PM 2:19
DIVISION OF CORPORATIONS
TALLAHASSEE, FLORIDA

Ordered By: _____

Date: _____

OK
5/12/00

ARTICLES OF MERGER
Merger Sheet

MERGING:

IHI ASSOCIATES, INC., a Florida corporation P97000099128

,

INTO

V-GPO, INC., a Delaware corporation not qualified in Florida

File date: May 12, 2000

Corporate Specialist: Annette Ramsey

FILED
00 MAY 12 PM 4:16
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

ARTICLES OF MERGER

of

IHI ASSOCIATES, INC.
A Florida Corporation

into

V-GPO, INC.
A Delaware Corporation

Pursuant to the provisions of Sections 607.1105 and 607.1107, Florida Statutes, these Articles of Merger provide that:

1. IHI Associates, Inc. ("IHI"), a Florida corporation, shall be merged with and into V-GPO, Inc. ("V-GPO"), a Delaware corporation, which shall be the surviving corporation.

2. The merger shall become effective on the day that both these Articles of Merger have been filed with the Secretary of State of the State of Florida and a Certificate of Merger has been filed with the Secretary of State of the State of Delaware.

3. The Agreement and Plan of Merger dated May 4, 2000 pursuant to which IHI shall be merged with and into V-GPO, was unanimously adopted by the shareholders of IHI by resolutions adopted May 4, 2000 and by the shareholders of V-GPO by resolutions adopted May 4, 2000.

IN WITNESS WHEREOF, these Articles of Merger have been executed on behalf of the constituent corporations by their authorized officers as of May 4th, 2000.

IHI ASSOCIATES, INC.

By: Samuel A. Greco
Samuel A. Greco, President

By: Norman R. Dobiesz
Norman R. Dobiesz, Secretary

V-GPO, Inc.

By: Samuel A. Greco
Samuel A. Greco, President

By: Norman R. Dobiesz
Norman R. Dobiesz, Secretary

STATE OF Florida
COUNTY OF Manatee

The foregoing instrument was acknowledged before me this 4th day of May, 2000 by Samuel A. Greco, a President of IHI Associates, Inc., a Florida corporation, on behalf of the corporation. He is personally known to me or has produced _____ as identification and did take an oath.

Notary Public:

Sign Darlene A. Keller

Print Darlene A. Keller

My Commission Expires: Oct. 8, 2000

STATE OF Florida
COUNTY OF Manatee

(Seal)



Darlene A. Keller
MY COMMISSION # CC591496 EXPIRES
October 8, 2000
BONDED THRU TROY FAIR INSURANCE, INC.

The foregoing instrument was acknowledged before me this 4th day of May, 2000 by Samuel A. Greco, a President of V-GPO, Inc., a Delaware corporation, on behalf of the corporation. He is personally known to me or has produced _____ as identification and did take an oath.

Notary Public:

Sign Darlene A. Keller

Print Darlene A. Keller

My Commission Expires: Oct. 8, 2000

(Seal)



Darlene A. Keller
MY COMMISSION # CC591496 EXPIRES
October 8, 2000
BONDED THRU TROY FAIR INSURANCE, INC.

AGREEMENT AND PLAN OF MERGER

AGREEMENT AND PLAN OF MERGER (the "Agreement") made and entered into as of May 4, 2000, by and between **IHI Associates, Inc.**, a Florida corporation ("IHI"), and **V-GPO, Inc.**, a Delaware corporation ("V-GPO" or "Surviving Corporation"), said corporations being hereinafter sometimes referred to jointly as "Constituent Corporations".

WITNESSETH:

WHEREAS, V-GPO is a corporation duly organized and existing under the laws of the State of Delaware; and

WHEREAS, IHI is a corporation duly organized and existing under the laws of the State of Florida; and

WHEREAS, as of the date hereof, V-GPO has authority to issue 120,000,000 shares of Common Stock, of which 100,000,000 shares are designated as common stock having a par value of \$.0001, and 20,000,000 are designated as preferred stock with a par value of \$.001, of which one share of common stock is issued and outstanding and is owned by IHI, with said share being entitled to vote; and

WHEREAS, as of the date hereof, IHI has authority to issue five hundred (500) shares of common stock having a par value of \$1.00, of which 266.6666 shares are issued and outstanding; and

WHEREAS, the respective Boards of Directors of V-GPO and IHI have determined that it is advisable that IHI be merged with and into V-GPO in accordance with the applicable provisions of the laws of the State of Delaware and the State of Florida permitting such merger; and

WHEREAS, the respective Boards of Directors of V-GPO and IHI have approved this Agreement and determined that it should be submitted to the respective shareholders of the Constituent Corporations for approval or adoption as provided by Florida and Delaware law.

NOW, THEREFORE, in consideration of the foregoing and of the agreements, covenants and provisions hereinafter set forth, V-GPO and IHI agree as follows:

ARTICLE I

V-GPO and IHI shall be merged (the "Merger") in accordance with the applicable provisions of the laws of the State of Florida and the State of Delaware, by IHI merging into V-GPO which shall be the Surviving Corporation.

ARTICLE II

Upon the Effective Date of the Merger:

(1) V-GPO shall be the Surviving Corporation, and the separate existence of IHI shall cease.

(2) The Surviving Corporation shall thereupon and thereafter possess all of the rights, privileges, immunities, powers, purposes and franchises, of a public as well as a private nature, of each of the Constituent Corporations and all property, real, personal and mixed, all debts due on whatever account, including subscriptions for stock and all other choses in action, and all and every other interest of, or belonging to, or due to each of the Constituent Corporations shall be taken and deemed to be transferred to and vested in the Surviving Corporation without further act or deed, and the title to all property, real, personal or mixed, or any interest therein, vested in either of the Constituent Corporations shall not revert or be in any way impaired by reason of the Merger.

(3) The Certificate of Incorporation and the Bylaws of V-GPO as in effect on the Effective Date of the Merger shall be and shall constitute the Certificate of Incorporation and the Bylaws of the Surviving Corporation until the same shall be properly amended or repealed.

(4) The directors of V-GPO on the Effective Date of the Merger shall be and shall constitute the directors of the Surviving Corporation and shall hold office until the next annual meeting of stockholders of the Surviving Corporation or until their respective successors shall have been elected. If any of the directors of IHI should be unable to serve as a director of the Surviving Corporation on the Effective Date of the Merger, the vacancy or vacancies thus resulting shall be filled by the remaining directors in accordance with the provisions of the Bylaws of the Surviving Corporation.

(5) The officers of V-GPO on the Effective Date of the Merger shall be the officers of the Surviving Corporation until the Board of Directors of the Surviving Corporation shall otherwise determine.

(6) The Surviving Corporation shall thenceforth assume and be liable for all of the liabilities, obligations and penalties of each of the Constituent Corporations and no liability or obligations due or to become due, claim or demand for any cause existing against either of the Constituent Corporations, or any shareholder, officer or director thereof, shall be released by the Merger. No action or proceeding, whether civil or criminal, then pending by or against either of the Constituent Corporations, or against any shareholder, officer or director thereof, shall abate or be discontinued by the Merger, but may be enforced, prosecuted, settled or compromised as if the Merger had not occurred, or the Surviving Corporation may be substituted in such action or special proceeding in place of the non-surviving Constituent Corporation. Neither the rights of creditors nor any liens upon the property of either of the Constituent Corporations shall be impaired by the Merger.

ARTICLE III

The Surviving Corporation shall comply with the provisions of the Delaware General Corporation Law with respect to foreign corporations and hereby agrees that (i) it may be served with process in the State of Delaware in any proceeding for the enforcement of any obligation of IHI or the Surviving Corporation and in any proceeding for the enforcement of the rights of a dissenting shareholder of IHI against the Surviving Corporation; (ii) the Secretary of State of Delaware is irrevocably appointed as its agent to accept service of process in any such proceeding; and (iii) it will promptly pay to the dissenting shareholders, if any, of IHI the amount, if any, to which they shall be entitled under the provisions of the Delaware General Corporation Law with respect to the rights of dissenting shareholders.

ARTICLE IV

The manner and basis of converting the shares of the Constituent Corporations into shares of the Surviving Corporation shall be as follows:

(1) The one share of common stock of V-GPO owned by or for the account of IHI immediately prior to the Effective Date of the Merger shall be cancelled and retired, all rights in respect thereof shall cease and the capital of the Surviving Corporation shall be reduced by the capital applicable to such share.

(2) Without the surrender of stock certificates or any other action each share of common stock of IHI, issued and outstanding upon the Effective Date of the Merger, shall thereupon be converted to one hundred twelve thousand five hundred (112,500) fully paid and non-assessable shares of common stock of the Surviving Corporation: and

(3) After the Effective Date of the Merger, each holder of a certificate representing outstanding shares of IHI shall surrender the same to the Surviving Corporation, and upon such surrender such holder shall be entitled to receive a certificate or certificates issued by the Surviving Corporation for the number of shares of IHI represented by the surrendered certificate; provided, however, it shall be a condition of any such issuance that the certificate so surrendered shall be properly endorsed or otherwise in proper form for transfer and that the person requesting such issuance shall pay to the Surviving Corporation or its transfer agent any transfer or other taxes required by reason of the issuance of certificates representing Common Stock of the Surviving Corporation in a name other than that of the registered holder of the certificate surrendered, or establish to the satisfaction of the Surviving Corporation or its transfer agent that such tax has been paid or is not applicable. The Surviving Corporation shall be entitled to rely upon the stock records of IHI as to the ownership of its shares at the Effective Date of the Merger.

(4) IHI will not make any transfers of certificates representing its outstanding shares on its books after the Effective Date of the Merger.

ARTICLE V

Upon the Effective Date of the Merger:

(1) The respective assets of IHI shall be taken up or continued on the books of the Surviving Corporation in the amounts at which such assets shall have been carried on their respective books immediately prior to the Effective Date of the Merger, except those assets which are shares to be cancelled as provided herein.

(2) The respective liabilities, reserves and accumulated deficit of IHI and V-GPO (excluding stated capital and capital surplus) shall be taken up or continued on the books of the Surviving Corporation in the amounts at which such liabilities, reserves and accumulated deficit shall have been carried on their respective books immediately prior to the Effective Date of the Merger.

(3) The stated capital and capital surplus of IHI shall be taken up on the books of the Surviving Corporation as stated capital and capital surplus, respectively, in the amounts at which the same shall be carried on the books of IHI immediately prior to the Effective Date of the merger, except with respect to each share of IHI held by IHI as a treasury share, each of which are to be cancelled and retired in accordance with Paragraph (2) of Article IV hereof and the stated capital and capital surplus allocable to each such share shall be correspondingly reduced.

ARTICLE VI

V-GPO, as the Surviving Corporation, shall pay all expenses of carrying this Agreement into effect and accomplishing the Merger herein provided for.

ARTICLE VII

Each of the Constituent Corporations agree that from time to time as and when requested by the Surviving Corporation, its successors or assigns, it will execute, acknowledge, deliver, and file all proper deeds, assurances, assignments, bills of sale and other documents, and do all other acts and things, or cause the same to be done, necessary or proper in order to vest, perfect or confirm in the Surviving Corporation title to and possession of all the property, rights,

privileges, powers and franchises of such Constituent Corporations, or otherwise necessary or proper to carry out the intent and purposes of this Agreement.

ARTICLE VIII

This Agreement shall be submitted by the Constituent Corporations to their respective shareholders as provided by Florida and Delaware Law. This Agreement shall take effect, and shall be deemed to be the Agreement and Plan of Merger of the Constituent Corporations, upon the approval or adoption thereof by such shareholders in accordance with the laws of the State of Florida and the State of Delaware, and upon the execution, acknowledgment, filing and recording of such documents and the doing of such acts and things as shall be required for accomplishing the Merger under the laws of the State of Florida and the State of Delaware.

ARTICLE IX

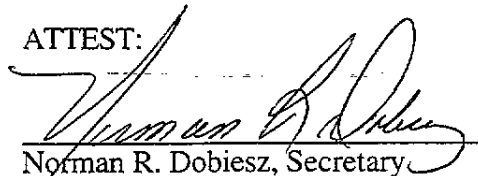
Anything herein or elsewhere to the contrary notwithstanding, this Agreement may be abandoned for any reason whatsoever by IHI by appropriate resolution of its Board of Directors at any time prior to the Effective Date of the Merger notwithstanding approval or adoption of this Agreement by the shareholders of IHI.

ARTICLE X

At any time before or after approval and adoption by the shareholders of IHI, this Agreement may be amended in any manner (except that the provisions of Article IV, Paragraph 2, may not be amended without the approval of the shareholders of IHI) as may be determined in the judgment of the respective Boards of Directors of the Constituent Corporations to be necessary, desirable, or expedient in order to clarify the intention of the parties hereto or to effect or facilitate the filing, recording or official approval of this Agreement and the Merger provided for herein, in accordance with the purposes and intent of this Agreement.

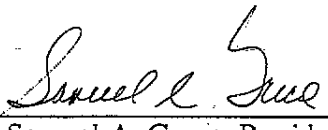
IN WITNESS WHEREOF, each of the Constituent Corporations has caused this Agreement to be executed by their duly authorized officers this 4th day of May, 2000.

ATTEST:

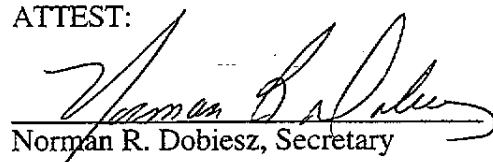

Norman R. Dobiesz, Secretary

IHI Associates, Inc.
a Florida Corporation

By:



Samuel A. Greco, President

ATTEST:


Norman R. Dobiesz, Secretary

V-GPO, Inc.
a Delaware Corporation


By:

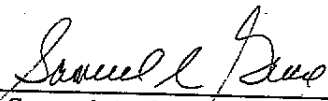

Samuel A. Greco, President

The foregoing Agreement and Plan of Merger having been duly entered into and signed by IHI Associates, Inc., a Florida Corporation, and V-GPO, Inc., a Delaware Corporation, and having been duly adopted by the stockholders of each of said corporations, all in accordance with the provisions of the General Corporation Law of the State of Delaware, and the fact having been certified on such Agreement and Plan of Merger by the Secretary of each such corporation, the President of IHI Associates, Inc., a Florida Corporation, and the President of V-GPO, Inc., a Delaware Corporation, does each now hereby execute such Agreement and Plan of Merger, and the Secretary of each such corporation does now hereby attest such Agreement and Plan of Merger, by authority of the directors and stockholders of each corporation, as the respective act, deed and agreement of each of such corporations on this 4th day of May, 2000.

IHI Associates, Inc.
a Florida Corporation

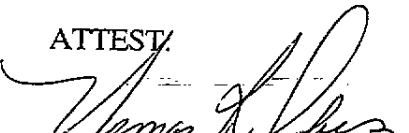
ATTEST:


Norman R. Dobiesz, Secretary

By: 
Samuel A. Greco, President

V-GPO, Inc.
a Delaware Corporation

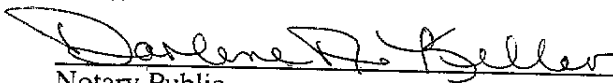
ATTEST:


Norman R. Dobiesz, Secretary

By: 
Samuel A. Greco, President

COUNTY OF Manatee
STATE OF Florida SS.:

On this 4th day of May, 2000, personally came before me Samuel A. Greco, President of IHI Associates, Inc., a Florida corporation, a party to the foregoing Agreement, known to me personally to be such, and duly acknowledged the said Agreement to be the act and deed of said corporation and that the facts stated therein are true.



Notary Public

COUNTY OF Manatee
STATE OF Florida SS.:



Darlene A. Keller
MY COMMISSION # CC591496 EXPIRES
October 8, 2000
BONDED THRU TROY FAIR INSURANCE, INC.

On this 4th day of May, 2000, personally came before me Samuel A. Greco, President of V-GPO, Inc., a Delaware corporation, a party to the foregoing Agreement, known to me personally to be such, and duly acknowledged the said Agreement to be the act and deed of said corporation and that the facts stated therein are true.


Notary Public



Darlene A. Keller
MY COMMISSION # CC591496 EXPIRES
October 8, 2000
BONDED THRU TROY FAIR INSURANCE, INC.