

P98000023018

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FILED
98 MAR 31 PM 12:43
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

March 30, 1998

Department of State
Division of Corporations
409 East Gaines Street
Tallahassee, Florida 32399

RE: Merger of Five Star Technologies, Inc. with and into Dade American Corp.

Gentlemen/Ladies:

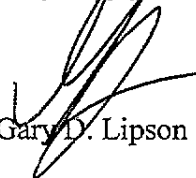
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****122.50 ****122.50

Enclosed please find two executed copies of the Articles of Merger of Five Star Technologies, Inc. with and into Dade American Corp., as well as a check in the amount of \$122.50. Please file the Articles of Merger as soon as possible and forward a copy of the certified Articles of Merger to the undersigned at the address set forth above.

Please note that Dade American Corp., the surviving corporation of the merger, is changing its name to "Five Star Technologies, Inc."

Your cooperation is greatly appreciated. Should you have any questions, please do not hesitate to contact the undersigned.

Very truly yours,


Gary D. Lipson

VS APR 6 1998

merger E N/C

Enclosures

ARTICLES OF MERGER
Merger Sheet

MERGING:

FIVE STAR TECHNOLOGIES, INC., a Florida corporation, P97000107576

INTO

DADE AMERICAN CORP. which changed its name to

FIVE STAR TECHNOLOGIES, INC., a Florida corporation, P98000023018

File date: March 31, 1998

Corporate Specialist: Velma Shepard

ARTICLES OF MERGER
OF
FIVE STAR TECHNOLOGIES, INC.
WITH AND INTO
DADE AMERICAN CORP.

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SECRETARY OF STATE
TALLAHASSEE, FLORIDA

Pursuant to Section 607.1105 of the Florida Statutes, each of the undersigned corporations adopts and files the following Articles of Merger:

1. The names of the corporations which are parties to the merger are as follows:
 - (a) Five Star Technologies, Inc., a Florida corporation; and
 - (b) Dade American Corp., a Florida corporation.
2. The surviving corporation of the merger shall be: Dade American Corp., a Florida corporation.
3. A copy of that certain Agreement and Plan of Merger dated March 27, 1998 by and between Five Star Technologies, Inc. and Dade American Corp. (the "Agreement and Plan of Merger") is attached hereto and incorporated herein by this reference.
4. The effective date of the merger contemplated by the Agreement and Plan of Merger and these Articles of Merger is immediately upon the filing of these Articles of Merger with the Department of State of the State of Florida.
5. As is provided in Sections 1.1(a) and 1.2(a) of the Agreement and Plan of Merger, immediately upon the filing of these Articles of Merger with the Department of State of the State of Florida, Article I of the Articles of Incorporation of Dade American Corp. shall be deleted in its entirety and the following Article I shall be inserted in its place:

"ARTICLE I

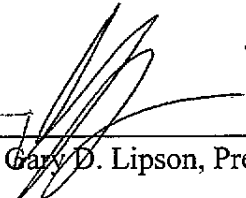
Corporate Name

The name of this corporation is: Five Star Technologies, Inc."

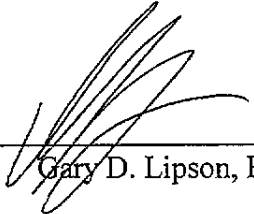
6. The Agreement and Plan of Merger was adopted as of March 27, 1998 by the unanimous written consent of the sole shareholder of each of Five Star Technologies, Inc. and Dade American Corp.

IN WITNESS WHEREOF, each of the undersigned corporations, by and through its respective duly authorized officer, has executed these Articles of Merger as of March 30, 1998.

FIVE STAR TECHNOLOGIES, INC.

By  _____
Gary D. Lipson, President

DADE AMERICAN CORP.

By  _____
Gary D. Lipson, President

AGREEMENT AND PLAN OF MERGER

THIS AGREEMENT AND PLAN OF MERGER is entered into as of March 27, 1998, by and between **FIVE STAR TECHNOLOGIES INC.**, a Florida corporation ("FSTI"), and **DADE AMERICAN CORP.**, a Florida corporation ("Dade" and sometimes referred to as the "Surviving Corporation") (FSTI and Dade are hereinafter sometimes collectively referred to as the "Constituent Corporations").

WITNESSETH:

WHEREAS, the sole shareholder and the Boards of Directors of each of the Constituent Corporations deems it advisable and in the best interests of such corporations and their sole shareholder that FSTI merge with and into Dade as provided herein (the "Merger") and by resolutions duly adopted have approved and adopted the form, terms and provisions of this Agreement and Plan of Merger (the "Agreement");

NOW, THEREFORE, in consideration of the premise and the respective covenants and agreements of the parties hereinafter set forth, each of the parties agrees as follows:

1. **The Merger.**

1.1 **Manner of Merger.**

(a) On the Effective Date of the Merger (as hereinafter defined), FSTI shall be merged with and into Dade, which shall be the Surviving Corporation. The corporate existence of Dade with all its purposes, powers and objects shall continue unaffected and unimpaired by the Merger; and as the Surviving Corporation, Dade shall be governed by the laws of the State of Florida and succeed to all rights, assets, liabilities and obligations of FSTI as set forth in the Florida Business Corporation Act. The separate existence and corporate organization of FSTI shall cease upon the Effective Date of the Merger and thereafter Dade shall, as provided in Section 1.2(a) below, continue as the Surviving Corporation under the laws of the State of Florida under the name "Five Star Technologies, Inc."

(b) The Surviving Corporation, without further act or deed, shall (i) have the purposes and shall possess all the rights, privileges, immunities, powers, franchises and authority, both public and private, and be subject to all the restrictions, disabilities, duties and liabilities of the Constituent Corporations and neither the rights of creditors nor any liens upon the property of either of them shall be impaired by the Merger; (ii) be vested with all assets and property, real, personal and mixed, and every interest therein, whatever located, belonging to each of the Constituent Corporations; and (iii) be liable for all of the obligations and liabilities of each of the Constituent Corporations existing immediately prior to the Effective Date.

1.2 Articles of Incorporation, Bylaws and Management of the Surviving Corporation.

(a) The Articles of Incorporation of Dade as in effect immediately prior to the Effective Date of the Merger shall be the Articles of Incorporation of the Surviving Corporation until they shall thereafter be altered, amended or repealed in accordance with law or such Articles of Incorporation of the Surviving Corporation, except that, as of the Effective Date, Article I of the Articles of Incorporation of Dade shall be deleted in its entirety and the following Article I shall be inserted in its place:

"ARTICLE I

Corporate Name

The name of this corporation is: Five Star Technologies, Inc."

(b) The Bylaws of Dade as in effect immediately prior to the Effective Date of the Merger shall be the Bylaws of the Surviving Corporation until they shall thereafter be altered, amended or repealed in accordance with law, the Articles of Incorporation or such Bylaws of the Surviving Corporation.

(c) The directors and officers of Dade immediately prior to the Effective Date of the Merger shall be the directors and officers of the Surviving Corporation, subject to the provisions of the Surviving Corporation's Articles of Incorporation and Bylaws as to their terms of office, removal, election of successors and otherwise.

1.3 The Status and Conversion of Shares. The manner of converting the shares of the Constituent Corporations shall be as follows:

(a) On the Effective Date of the Merger, each of the following events shall be deemed to occur simultaneously:

(i) Each share of FSTI common stock, par value \$.0001 per share (the "FSTI Common Stock"), issued and outstanding immediately prior to the Effective Date of the Merger shall, by virtue of the Merger and without any action on the part of the holder thereof, be converted into one share of the common stock, par value \$.0001 per share, of the Surviving Corporation (the "Dade Common Stock").

(ii) Each share of Dade Common Stock issued and outstanding immediately prior to the Effective Date of the Merger shall remain issued and outstanding.

(b) After the Effective Date of the Merger, each holder of record of an outstanding certificate or certificates representing shares of FSTI capital stock may surrender such certificate or certificates to Dade and shall be entitled to receive in exchange therefor a certificate or certificates representing the number of whole shares of Dade Common Stock into which the shares of FSTI capital stock theretofore represented by the certificate or certificates so surrendered shall have been converted. Until certificates for shares of FSTI capital stock shall be surrendered and exchanged for certificates for shares of Dade Common Stock, no dividend or other distributions, if any, payable to holders of record of FSTI capital stock as of any date subsequent to the Effective Date of the Merger shall be paid to the holders of such outstanding certificates of FSTI. Upon surrender and exchange of such outstanding certificates of FSTI, there shall be paid to the record holders of the certificates issued in exchange therefor, the amount, without interest thereon, of dividends and other distributions, if any, which has become payable after the Effective Date of the Merger with respect to the number of whole shares of Dade Common Stock represented thereby.

(c) If any certificate evidencing shares of FSTI Common Stock is to be issued in a name other than that in which the FSTI certificate surrendered in exchange therefor is registered, it shall be a condition of the issuance thereof that the certificate so surrendered shall be properly endorsed and otherwise be in proper form for transfer and that the person requesting such exchange pay to Dade any transfer or other taxes required by reason of the issuance of a certificate for shares of Dade Common Stock in any name other than that of the registered holder of the certificate surrendered or establish to the satisfaction of Dade that such tax has been paid or is not payable.

2. General.

2.1 Effective Date of the Merger. The Merger shall become effective immediately upon the filing of Articles of Merger with the Department of State of the State of Florida. The term "Effective Date" or "Effective Date of the Merger" as used herein shall mean the date and time at which the Merger becomes effective. Each of the parties hereto hereby agrees to use its best efforts to do promptly all such acts and to take promptly all such measures as may be appropriate to enable it to perform as early as practicable the covenants and agreements herein provided to be performed by it in order to consummate the Merger as soon as practicable.

2.2 Termination. At any time prior to the consummation of the Merger, this Agreement may be terminated and the Merger abandoned by either the Board of Directors of FSTI or the Board of Directors of Dade. In the event of the termination and abandonment pursuant to this Section 2.2, this Agreement shall become null and void and have no effect, without any liability on the part of any of the parties or their directors or officers or shareholders in respect of this Agreement and the transactions contemplated hereby.

2.3 **Binding Effect.** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

2.4 **Severability.** Any provision of this Agreement which is prohibited or unenforceable shall be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof.

2.5 **Remedies.**

(a) Any right and remedy belonging to FSTI or Dade and arising in connection with the actions contemplated by this Agreement shall be pursued solely against FSTI or Dade, and not against their respective shareholders, officers, directors, attorneys, employees or agents.

(b) In the event that any shareholder, officer, director, consultant, employee or agent of FSTI or Dade becomes involved in any capacity in any action, proceeding or investigation in connection with the Merger, FSTI and/or Dade shall advance to such person(s) all reasonable legal and other expenses incurred in connection therewith and shall also indemnify such person(s) against any losses, claims, damages or liabilities to which such person(s) may become subject in connection with this Agreement, except to the extent that such indemnification is prohibited by law.

2.6 **Entire Agreement, Modifications.** This instrument contains the entire agreement between the parties hereto with respect to the transactions contemplated hereby. Neither this Agreement nor any provisions hereof may be waived, modified, amended, discharged or terminated except by an instrument in writing authorized by the respective Board of Directors and signed by the party to be charged, and then only to the extent set forth in such instrument.

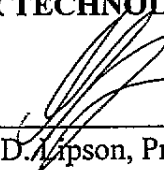
2.7 **Headings.** The headings set forth herein are inserted for convenience of reference only and are not intended to be part of, or to affect the meaning or interpretation of, this Agreement.

2.8 **Counterparts.** This Agreement may be executed in counterparts, each of which shall constitute an original, and all of which, when taken together, shall constitute one and the same instrument.

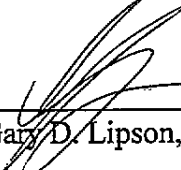
2.9 **Governing Law.** This Agreement shall be governed by, and shall be construed and interpreted in accordance with, the laws of the State of Florida.

IN WITNESS WHEREOF, each of the parties has executed and delivered this Agreement as of the date first written above.

FIVE STAR TECHNOLOGIES, INC.

By:  _____
Gary D. Lipson, President

DADE AMERICAN CORP.

By:  _____
Gary D. Lipson, President