

P980000 89887

STROOCK & STROOCK & LAVAN LLP

FIRST UNION FINANCIAL CENTER, 33RD FLOOR
200 SOUTH BISCAYNE BOULEVARD
MIAMI, FLORIDA 33131-2385

MIAMI 305-358-9900
BROWARD 305-527-9900
FAX 305-789-9302

JAY M. SAKALO, ESQ.
305-789-9380

December 29, 1998

By Federal Express

Florida Secretary of State
Division of Corporations
Attn: Amendments and Mergers
409 E. Gaines Street
Tallahassee, Florida 32399

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-12/30/98--01043--005
*****87.50 *****87.50

Re: Merger of Stellar Medical L.L.C. with and into Stellar Medical, Inc.

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P980000 89887

Dear Sir/Madam:

Pursuant to the Florida Business Corporation Act, 607.0101, et. seq., please find enclosed Articles of Merger of Stellar Medical L.L.C., a Delaware limited liability company, into Stellar Medical, Inc., a Florida corporation. Enclosed herewith is a check in the amount of \$87.50 for the filing of the Articles.

The effective date of the Articles shall be December 31, 1998. Upon the effective filing of the Articles, please send an acknowledgment to me of same via facsimile at 305-789-9302.

Name	If you have any questions regarding the foregoing, please do not hesitate to contact me at 305-789-9380.		
Availability			
Document Examiner	DCC		
Updater	DCC		
Updater Verifier	Enclosures	C	
Acknowledgement	DCC		
W. P. Verifier	DCC		
30052631v1			

Very truly yours,

Jay M. Sakalo, Esq.

FILED
98 DEC 30 PM 4:28
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

100 FEDERAL STREET
BOSTON, MA 02110
PHONE 617-482-6800
FAX 617-330-5111

RÁKÓCZI ÚT 1-3
H-1088 BUDAPEST, HUNGARY
PHONE 361-266-9520
FAX 361-266-9279

2029 CENTURY PARK EAST
LOS ANGELES, CA 90067
PHONE 310-556-5800
FAX 310-556-5959

180 MAIDEN LANE
NEW YORK, NY 10038
PHONE 212-806-5400
FAX 212-806-6006

1150 SEVENTEENTH STREET, N.W.
WASHINGTON, D.C. 20036
PHONE 202-452-9250
FAX 202-293-2293

STROOCK & STROOCK & LAVAN LLP

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MIAMI, FLORIDA 33131-2385

MIAMI 305-358-9900
BROWARD 305-527-9900
FAX 305-789-9302

JAY M. SAKALO, ESQ.
305-789-9380

January 20, 1999

By Federal Express

Florida Secretary of State
Division of Corporations
Attn: Amendments and Mergers
409 E. Gaines Street
Tallahassee, Florida 32399

Re: Merger of Stellar Medical L.L.C. with and into Stellar Medical, Inc.

Dear Sir/Madam:

Enclosed please find a substitute page one to the Agreement and Plan of Merger pursuant to your letter requesting the addition of the language included in the "NOW, THEREFORE" clause, to reflect the "terms and conditions" of the Merger.

As reflected in my last letter, the effective date of the Articles shall be December 31, 1998. Upon the effective filing of the Articles, please send an acknowledgment to me of same via facsimile at 305-789-9302.

If you have any questions regarding the foregoing, please do not hesitate to contact me at 305-789-9380.

Very truly yours,


Jay M. Sakalo, Esq.

Enclosures

30052631v1

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FAX 202-293-2293



FLORIDA DEPARTMENT OF STATE

Katherine Harris
Secretary of State

January 14, 1999

JAY M. SAKALO, ESQ.
STROOCK & STROOCK & LAVAN LLP
200 SOUTH BISCAYNE BOULEVARD
MIAMI, FL 33131-2385

SUBJECT: STELLAR MEDICAL, INC.
Ref. Number: P98000089887

We have received your document for STELLAR MEDICAL, INC. and your check(s) totaling \$87.50. However, the enclosed document has not been filed and is being returned for the following correction(s):

The plan of merger must contain the terms and conditions of the merger.

Please return your document, along with a copy of this letter, within 60 days or your filing will be considered abandoned.

If you have any questions concerning the filing of your document, please call (850) 487-6913.

Diane Cushing
Corporate Specialist

Letter Number: 699A00001875

ARTICLES OF MERGER
Merger Sheet

MERGING: _____

STELLER MEDICAL L.L.C., A DELAWARE LIMITED LIABILITY COMPANY
(M98000000954

,

INTO

STELLAR MEDICAL, INC., a Florida corporation, P98000089887.

File date: December 30, 1998

Corporate Specialist: Diane Cushing

,

**ARTICLES OF MERGER
OF
STELLAR MEDICAL L.L.C.
INTO
STELLAR MEDICAL, INC.**

Dated December 31, 1998

FILED
98 DEC 30 PM 4:28
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

The undersigned corporation formed and existing under and by virtue of the Florida Business Corporation Act, Florida Statutes § 607.0101, *et seq.* (the "Act"),

DOES HEREBY CERTIFY:

FIRST: The name and jurisdiction of formation or organization of each of the constituent entities which is to merge are as follows:

<u>Name</u>	<u>Jurisdiction of Formation or Organization</u>
Stellar Medical, Inc.	Florida
Stellar Medical L.L.C.	Delaware

SECOND: An Agreement and Plan of Merger dated as of December 16, 1998 (the "Plan of Merger") has been approved, adopted, certified, executed and acknowledged in accordance with Section 607.1103 of the Act and in accordance with Section 18-209 of the Delaware Limited Liability Company Act by (i) STELLAR MEDICAL, INC., a Florida corporation (the "Florida Corporation") and (ii) Stellar Medical L.L.C., a Delaware limited liability company (the "Delaware Company"). A copy of the Plan of Merger is attached as Exhibit A hereto and incorporated herein by this reference. The Plan of Merger was approved by unanimous written action of the directors of the Florida Corporation on December 16, 1998 and by written action of members of the Delaware Company holding a Majority of Voting Member Interests in accordance with the provisions of the Operating Agreement of the Delaware Company on December 16, 1998. There were no outstanding shares of capital stock of the Florida Corporation as of the date of the Plan of Merger.

THIRD: The surviving entity of the merger is the Florida Corporation (the "Surviving Corporation"). The business address of the Surviving Corporation is 373 Braden Avenue, Sarasota, Florida 34243.

FOURTH: The merger of the Delaware Company with and into the Florida Corporation shall be effective upon the filing of this Articles of Merger with the Secretary of State of the State of Florida.

FIFTH: The executed Plan of Merger is on file at the principal place of business of the Surviving Corporation.

SIXTH: A copy of the Plan of Merger will be furnished by the Surviving Corporation, on request and without cost, to any person holding an interest in the Surviving Corporation and to any member of the Delaware Company.

SEVENTH: The Surviving Corporation is deemed to have appointed the Secretary of State of the State of Florida as its agent for service of process in a proceeding to enforce any obligation to or the rights of dissenting shareholders of the Florida Corporation.

EIGHTH: The Surviving Corporation has agreed to promptly pay to the dissenting shareholders of the Florida Corporation or the Delaware Company, if any, the amount, if any, to which they are entitled under Section 607.1302 of the Florida Statutes.

IN WITNESS WHEREOF, these Articles of Merger have been executed on behalf of the Florida Corporation and the Delaware Company by their authorized officers as of the year and date first above written.

STELLAR MEDICAL, INC., a Florida corporation

Attest: B. G.
Secretary

By: [Signature]
President

STELLAR MEDICAL L.L.C., a Delaware limited liability company


By: [Signature]
Brian C. James, Designated Manager

FILED
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SECRETARY OF STATE
TALLAHASSEE, FLORIDA

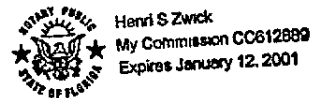
STATE OF FLORIDA)
)ss:
COUNTY OF SARASOTA)

BEFORE ME, the undersigned officer a Notary Public authorized to administer oaths and take acknowledgments in and for the State and County set forth above, personally appeared Richard C. Kuntemeier, who is known to me and known by me to be the person who executed the foregoing Articles of Merger, or who presented _____ as identification, and he acknowledge to me that he executed these Articles of Merger as President of Stellar Medical, Inc.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, in the State and County as aforesaid, this 17th day of December, 1998.



Notary Public, State of Florida



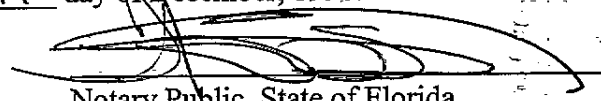
(SEAL)

My Commission Expires Jan. 12, 2001

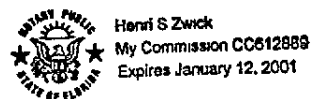
STATE OF FLORIDA)
)ss:
COUNTY OF SARASOTA)

BEFORE ME, the undersigned officer a Notary Public authorized to administer oaths and take acknowledgments in and for the State and County set forth above, personally appeared Brian C. James, who is known to me and known by me to be the person who executed the foregoing Articles of Merger, or who presented _____ as identification, and he acknowledge to me that he executed these Articles of Merger as Designated Manager of Stellar Medical L.L.C.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, in the State and County as aforesaid, this 17th day of December, 1998.



Notary Public, State of Florida



(SEAL)

My Commission Expires Jan 12, 2001

EXHIBIT A

**AGREEMENT AND PLAN OF MERGER
BETWEEN
STELLAR MEDICAL, INC.
AND
STELLAR MEDICAL L.L.C.**

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FILED
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

AGREEMENT AND PLAN OF MERGER, dated as of December 16, 1998 (this "Agreement"), between STELLAR MEDICAL, INC., a Florida corporation (the "Florida Corporation"), and STELLAR MEDICAL L.L.C., a Delaware limited liability company (the "Delaware Company").

WITNESSETH:

WHEREAS, the Florida Corporation desires to acquire the properties and other assets, and to assume all of the liabilities and obligations of the Delaware Company by means of a merger of the Delaware Company with and into the Florida Corporation; and

WHEREAS, Section 18-209 of the Delaware Limited Act, 6 *Del. C.* § 18-101, *et seq.* (the "Delaware Act"), and Section 607.1107 of the Florida Statutes, authorize the merger of a Delaware limited liability company with and into a Florida corporation; and

WHEREAS, the Florida Corporation and the Delaware Company now desire to merge (the "Merger"), following which the Florida Corporation shall be the surviving entity; and

WHEREAS, the Florida Corporation's Articles of Incorporation and By-laws permit, and resolutions adopted by the Florida Corporation's Board of Directors authorize, the execution and delivery of this Agreement and the consummation of the Merger; and

WHEREAS, members of the Delaware Company holding a Majority of Voting Membership Interests as defined in the Operating Agreement of the Delaware Company (the "Delaware Members") have approved this Agreement and the consummation of the merger.

NOW, THEREFORE, the parties hereto hereby agree the terms and conditions of the Merger are as follows:

**ARTICLE I
THE MERGER**

SECTION 1.01. *The Merger.* (a) At the Effective Time, as defined below, the Florida Corporation, which shall be the surviving entity, shall merge with the Delaware Company and shall file a certificate of merger substantially in the form of Exhibit 1 hereto (the "Certificate of Merger") with the Secretary of State of the State of Delaware

and make all other filings or recordings required by Delaware law in connection with the Merger and shall file articles of merger substantially in the form of Exhibit 2 hereto (the "Articles of Merger") with the Secretary of State of the State of Florida. The Merger shall become effective at such time as is specified in the Articles of Merger (the "Effective Time").

(b) At the Effective Time, the Delaware Company shall be merged with and into the Florida Corporation, whereupon the separate existence of the Delaware Company shall cease, and the Florida Corporation shall be the surviving entity of the Merger (the "Surviving Corporation") in accordance with Section 18-209 of the Delaware Act and Section 607.11101 of the Florida Statutes.

SECTION 1.02. *Treatment of Outstanding Stock, Membership Interests and Warrants.* At the Effective Time:

(a) No shares of common stock, par value \$0.001 per share, of the Florida Corporation were outstanding immediately prior to the Effective Time;

(b) Each membership interest in the Delaware Company outstanding immediately prior to the Effective Time shall be converted into one share of common stock, par value \$0.001 per share, of the Florida Corporation; and

(c) The securities issuable upon the exercise of warrants and/or stock options issued by the Delaware Company prior to the Effective Time shall be shares of common stock, par value \$0.001 per share, of the Florida Corporation at an exchange ratio of 1:1, subject to any adjustments for stock splits, reverse stock splits, stock dividends or the like made subsequent to the Effective Time.

ARTICLE II THE SURVIVING CORPORATION

SECTION 2.01. *Articles and By-Laws.* The Articles of Incorporation and By-Laws of the Florida Corporation in effect at the Effective Time shall be the Articles of Incorporation and By-Laws of the Surviving Corporation unless and until amended in accordance with its terms and applicable law. The name of the Surviving Corporation shall be Stellar Medical, Inc.

SECTION 2.02. *Address of Corporation.* The business address of the Surviving Corporation as of the Effective Time shall be 373 Braden Avenue, Sarasota, Florida 34243.

SECTION 2.03. *Board of Directors.* The initial members of the Board of Directors of the Surviving Corporation are as follows:

Name of Director

Brian C. James, M.D.
Michael W. Meriwether, M.D.
William S. Zwick
Richard C. Kuntemeier
Randy Schwartz

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TALLAHASSEE, FLORIDA
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SECTION 2.04. *OFFICERS.* The names and titles of the initial officers of the Surviving Corporation are as follows:

<u>Name</u>	<u>Title</u>
Brian C. James, M.D.	Chair of the Board
Michael W. Meriwether, M.D.	Chair Emeritus of the Board
William S. Zwick	Chief Executive Officer; Vice Chair of the Board
Richard C. Kuntemeier	President; Treasurer
Randy Schwartz	Secretary

ARTICLE III
TRANSFER AND CONVEYANCE OF ASSETS
AND ASSUMPTION OF LIABILITIES

SECTION 3.01. *Transfer, Conveyance and Assumption.* At the Effective Time, the Florida Corporation shall continue in existence as the Surviving Corporation, and without further transfer, succeed to and possess all of the rights, privileges and powers of the Delaware Company, and all of the assets and property of whatever kind and character of the Delaware Company shall vest in the Florida Corporation without further act or deed; thereafter, the Florida Corporation, as the Surviving Corporation, shall be liable for all of the liabilities and obligations of the Delaware Company and any claim or judgment against the Florida Corporation may be enforced against the Florida Corporation, as the Surviving Corporation, in accordance with Section 18-209 of the Delaware Act and Section 607.11101 of the Florida Statutes.

SECTION 3.02. *Further Assurances.* If at any time the Florida Corporation shall consider or be advised that any further assignment, conveyance or assurance is necessary or advisable to vest, perfect or confirm of record in the Surviving Corporation the title to any property or right of the Delaware Company, or otherwise to carry out the provisions hereof, the proper representatives of the Delaware Company as of the Effective Time shall execute and deliver any and all proper deeds, assignments, and assurances to do all things necessary or proper to vest, perfect or convey title to such property or right in the Surviving Corporation and otherwise to carry out the provisions hereof.

SECTION 3.03. *Dissenter's Rights.* None of the members of the Delaware Company has dissenter's rights. No holder of capital stock of the Florida Corporation is entitled to any dissenter's rights or any amounts under Section 607.1302 of the Florida Statutes.

ARTICLE IV TERMINATION

SECTION 4.01. *Termination.* This Agreement may be terminated and the Merger may be abandoned at any time prior to the Effective Time:

(i) by mutual written consent of members holding a Majority of Voting Membership Interests in the Delaware Company and the Board of Directors of the Florida Corporation;

(ii) by either the members holding a Majority of Voting Membership Interests in the Delaware Company, or the Board of Directors of the Florida Corporation, if there shall be any law or regulation that makes consummation of the Merger illegal or otherwise prohibited, or if any judgment, injunction, order or decree enjoining the Florida Corporation or the Delaware Company from consummating the Merger is entered and such judgment, injunction, order or decree shall become final and nonappealable.

SECTION 4.02. *Effect of Termination.* If this Agreement is terminated pursuant to Section 4.01, this Agreement shall become void and of no effect with no liability on the part of either party hereto.

ARTICLE V MISCELLANEOUS

SECTION 5.01. *President Authorization.* The President of the Surviving Corporation shall be authorized, at such time in its sole discretion as it deems appropriate to execute, acknowledge, verify, deliver, file and record, for and in the name of the Florida Corporation and, to the extent necessary, the members of the Delaware Company and the shareholders of the Florida Corporation, and any and all documents and instrument including, without limitation, the Articles of Incorporation and By-Laws of the Surviving Corporation, the Certificate of Merger and the Articles of Merger, and shall do and perform any and all acts required by applicable law which the President of the Surviving Corporation deems necessary or advisable, in order to effectuate the Merger.

SECTION 5.02. *Amendments; No Waivers.* (a) Any provision of this Agreement may, subject to applicable law, be amended or waived prior to the Effective Time if, and only if, such amendment or waiver is in writing and signed by the members holding a Majority of Voting Membership Interests of the Delaware Company, on behalf of the Delaware Company, and by the Board of Directors of the Florida Corporation.

(b) No failure or delay by any party hereto in exercising any right, power or privilege hereunder shall operate as a waiver thereof nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any other right, power or privilege. The rights and remedies herein provided shall be cumulative and not exclusive of any rights or remedies provided by law.

SECTION 5.03. *Successors and Assigns.* The provisions of this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

SECTION 5.04. *Governing Law.* This Agreement shall be construed in accordance with and governed by the laws of the State of Florida, without giving effect to principles of conflicts of law.

SECTION 5.05. *Counterparts; Effectiveness.* This Agreement may be signed in any number of counterparts, each of which shall be an original with the same effect as if the signatures thereto and hereto were upon the same instrument. This Agreement shall become effective when each party hereto shall have received the counterpart hereof signed by the other party hereto.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed by their respective authorized representatives as of the day and year first-above written.

STELLAR MEDICAL L.L.C., a Delaware
limited liability company

By: 

Brian C. James, Designated Manager

Attest:

STELLAR MEDICAL, INC., a Florida
corporation

By: 

Randy Schwartz, Secretary

By: 

Richard C. Kustemeier, President

EXHIBIT 1

**CERTIFICATE OF MERGER
OF
STELLAR MEDICAL L.L.C.
INTO
STELLAR MEDICAL, INC.**

Dated December 31, 1998

FILED
98 DEC 30 PM 4:28
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

The undersigned limited liability company formed and existing under and by virtue of the Delaware Limited Liability Company Act, 6 *Del.C.* § 18-101, *et seq.* (the "Act"),

DOES HEREBY CERTIFY:

FIRST: The name and jurisdiction of formation or organization of each of the constituent entities which is to merge are as follows:

<u>Name</u>	<u>Jurisdiction of Formation or Organization</u>
Stellar Medical, Inc.	Florida
Stellar Medical L.L.C.	Delaware

SECOND: An Agreement and Plan of Merger dated as of December 16, 1998 (the "Merger Agreement") has been approved, adopted, certified, executed and acknowledged in accordance with Section 607.1103 of the Florida Statutes and in accordance with Section 18-209 of the Act by (i) STELLAR MEDICAL, INC., a Florida corporation (the "Florida Corporation") and (ii) STELLAR MEDICAL L.L.C., a Delaware limited liability company (the "Delaware Company"). A copy of the Plan of Merger is attached as Exhibit A hereto and incorporated herein by this reference. The Plan of Merger was approved by the board of directors of the Florida Corporation on December 16, 1998 and by the members of the Delaware Company holding a Majority of the Voting Member Interests as defined in the Operating Agreement of the Delaware Company on December 16, 1998. There were no outstanding shares of capital stock of the Florida Corporation as of the date of the Merger Agreement.

THIRD: The surviving entity of the merger is the Florida Corporation (the "Surviving Corporation"). The principal business address of the Surviving Corporation is 373 Braden Avenue, Sarasota, Florida 34243.

FOURTH: The merger of the Delaware Company into the Florida Corporation shall be effective upon the filing of this Certificate of Merger with the Secretary of State of the State of Delaware.

FIFTH: The executed Plan of Merger is on file at the principal place of business of the Surviving Corporation.

SIXTH: A copy of the Plan of Merger will be furnished by the Surviving Corporation, on request and without cost, to any member of the Delaware Company, and to any person holding an interest in the Florida Corporation.

SEVENTH: The Surviving Corporation is deemed to have appointed the Secretary of State of the State of Delaware as its agent for service of process in a proceeding to enforce any obligation to or the rights of dissenting shareholders of the Delaware Company. The Surviving Corporation requests that the Secretary of State of the State of Delaware mail a copy of such process to the Company at its principal office, 373 Braden Avenue, Sarasota, Florida 34243, Attention: President.

EIGHTH: The Surviving Corporation has agreed to promptly pay to the dissenting shareholders of the Delaware Company, if any, the amount, if any, to which they are entitled under the Act.

IN WITNESS WHEREOF, this Certificate of Merger has been executed as of the year and date first above written.

STELLAR MEDICAL L.L.C.

By:


Brian C. James, Designated Manager

EXHIBIT 2

**ARTICLES OF MERGER
OF
STELLAR MEDICAL L.L.C.
INTO
STELLAR MEDICAL, INC.**

Dated December 31, 1998

FILED
98 DEC 30 PM 4:28
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

The undersigned corporation formed and existing under and by virtue of the Florida Business Corporation Act, Florida Statutes § 607.0101, *et seq.* (the "Act"),

DOES HEREBY CERTIFY:

FIRST: The name and jurisdiction of formation or organization of each of the constituent entities which is to merge are as follows:

<u>Name</u>	<u>Jurisdiction of Formation or Organization</u>
Stellar Medical, Inc.	Florida
Stellar Medical L.L.C.	Delaware

SECOND: An Agreement and Plan of Merger dated as of December 16, 1998 (the "Plan of Merger") has been approved, adopted, certified, executed and acknowledged in accordance with Section 607.1103 of the Act and in accordance with Section 18-209 of the Delaware Limited Liability Company Act by (i) STELLAR MEDICAL, INC., a Florida corporation (the "Florida Corporation") and (ii) Stellar Medical L.L.C., a Delaware limited liability company (the "Delaware Company"). A copy of the Plan of Merger is attached as Exhibit A hereto and incorporated herein by this reference. The Plan of Merger was approved by unanimous written action of the directors of the Florida Corporation on December 16, 1998 and by written action of members of the Delaware Company holding a Majority of Voting Member Interests in accordance with the provisions of the Operating Agreement of the Delaware Company on December 16, 1998. There were no outstanding shares of capital stock of the Florida Corporation as of the date of the Plan of Merger.

THIRD: The surviving entity of the merger is the Florida Corporation (the "Surviving Corporation"). The business address of the Surviving Corporation is 373 Braden Avenue, Sarasota, Florida 34243.

FOURTH: The merger of the Delaware Company with and into the Florida Corporation shall be effective upon the filing of this Articles of Merger with the Secretary of State of the State of Florida.

FIFTH: The executed Plan of Merger is on file at the principal place of business of the Surviving Corporation.

SIXTH: A copy of the Plan of Merger will be furnished by the Surviving Corporation, on request and without cost, to any person holding an interest in the Surviving Corporation and to any member of the Delaware Company.

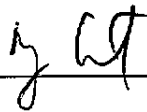
SEVENTH: The Surviving Corporation is deemed to have appointed the Secretary of State of the State of Florida as its agent for service of process in a proceeding to enforce any obligation to or the rights of dissenting shareholders of the Florida Corporation.

EIGHTH: The Surviving Corporation has agreed to promptly pay to the dissenting shareholders of the Florida Corporation or the Delaware Company, if any, the amount, if any, to which they are entitled under Section 607.1302 of the Florida Statutes.

IN WITNESS WHEREOF, these Articles of Merger have been executed on behalf of the Florida Corporation and the Delaware Company by their authorized officers as of the year and date first above written.

STELLAR MEDICAL, INC., a Florida corporation

Attest:



Secretary

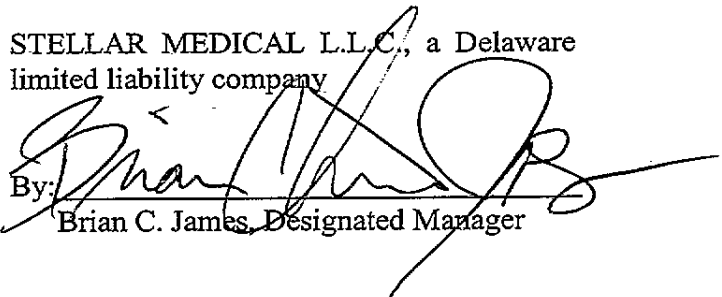
By:



President

STELLAR MEDICAL L.L.C., a Delaware limited liability company

By:



Brian C. James, Designated Manager

STATE OF FLORIDA)
)ss:
COUNTY OF SARASOTA)

BEFORE ME, the undersigned officer a Notary Public authorized to administer oaths and take acknowledgments in and for the State and County set forth above, personally appeared Richard C. Kuntemeier, who is known to me and known by me to be the person who executed the foregoing Articles of Merger, or who presented _____ as identification, and he acknowledge to me that he executed these Articles of Merger as President of Stellar Medical, Inc.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, in the State and County as aforesaid, this 17th day of December, 1998.


Notary Public, State of Florida

(SEAL)



OFFICIAL SEAL
HENRI S. ZWICK
My Commission Expires
~~Jan 6, 1997~~
Comm. No. CC 250677

My Commission Expires: Jan 12, 2001

STATE OF FLORIDA)
)ss:
COUNTY OF SARASOTA)



Henri S Zwick
My Commission CC612889
Expires January 12, 2001

BEFORE ME, the undersigned officer a Notary Public authorized to administer oaths and take acknowledgments in and for the State and County set forth above, personally appeared Brian C. James, who is known to me and known by me to be the person who executed the foregoing Articles of Merger, or who presented _____ as identification, and he acknowledge to me that he executed these Articles of Merger as Designated Manager of Stellar Medical L.L.C.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, in the State and County as aforesaid, this 17th day of December, 1998.


Notary Public, State of Florida

(SEAL)



Henri S Zwick
My Commission CC612889
Expires January 12, 2001

My Commission Expires: Jan 12, 2001