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DIVISION OF CORPORATIONS
2004 APR 20 PM 5:00

EXCHANGE

OF FLORIDA, INC.

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FROM: CARLTON FIELDS

FAX NO.: 8132294133

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Fax Number : (850)205-0380

From:
Account Name : CARLTON FIELDS
Account Number : 076077000355
Phone : (813)223-7000
Fax Number : (813)229-4133

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DIVISION OF CORPORATIONS

MERGER OR SHARE :

HEALTHCARE PARKING SYSTEM

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ARTICLES OF MERGER

HEALTHCARE PARKING SYSTEMS OF GAINESVILLE, INC.
HEALTHCARE PARKING SYSTEMS OF ORLANDO, INC.
HEALTHCARE PARKING SYSTEMS OF SARASOTA, INC.
HEALTHCARE PARKING SYSTEMS OF TAMPA, INC.
(each a Florida corporation)

WITH AND INTO

HEALTHCARE PARKING SYSTEMS OF FLORIDA, INC.
(a Florida corporation)

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SECRETARY OF STATE
DIVISION OF CORPORATIONS
2004 APR 20 PM 5:00

Pursuant to Sections 607.1105 of the Florida Business Corporation Act, these Articles of Merger provide as follows:

ARTICLE I**State of Incorporation: Surviving Corporation**

The name and state of incorporation of each of the constituent corporations of the merger is as follows:

<u>Name</u>	<u>State of Incorporation</u>
Healthcare Parking Systems of Gainesville, Inc.	Florida
Healthcare Parking Systems of Orlando, Inc.	Florida
Healthcare Parking Systems of Sarasota, Inc.	Florida
Healthcare Parking Systems of Tampa, Inc.	Florida
Healthcare Parking Systems of Florida, Inc.	Florida

Healthcare Parking Systems of Florida, Inc., a Florida corporation, shall be the surviving corporation.

ARTICLE II**Plan of Merger**

The Agreement and Plan of Merger, dated April 20, 04, by and among Healthcare Parking Systems of Florida, Inc., a Florida corporation, and Healthcare Parking Systems of Gainesville, Inc., a Florida corporation, Healthcare Parking Systems of Orlando, Inc., a Florida corporation, Healthcare Parking Systems of Sarasota, Inc., a Florida corporation, and Healthcare Parking Systems of Tampa, Inc., a Florida corporation (the "Agreement and Plan of Merger") is attached hereto as Exhibit A.

ARTICLE III**Approval of the Plan**

The date of adoption of the Agreement and Plan of Merger by the shareholders of each constituent corporation is:

<u>Name</u>	<u>Date of Adoption</u>
Healthcare Parking Systems of Gainesville, Inc.	April 20, 2004
Healthcare Parking Systems of Orlando, Inc.	April 20, 2004

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Healthcare Parking Systems of Sarasota, Inc.
Healthcare Parking Systems of Tampa, Inc.
Healthcare Parking Systems of Florida, Inc.

April 20, 2004
April 20, 2004
April 20, 2004

ARTICLE IV
Effective Time

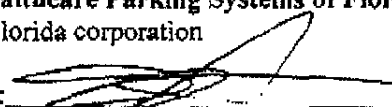
These Articles of Merger shall become effective on May 1, 2004, at 12:01 a.m. Eastern Standard Time.

[Signatures on Next Page]

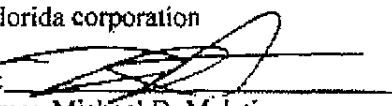
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IN WITNESS WHEREOF, the undersigned Presidents of the constituent corporations have caused these Articles of Merger to be executed this 20th day of April 2004.

Healthcare Parking Systems of Florida, Inc.,
a Florida corporation

By: 
Name: Michael D. Malatin
Title: President

Healthcare Parking Systems of Gainesville, Inc.,
a Florida corporation

By: 
Name: Michael D. Malatin
Title: President

Healthcare Parking Systems of Orlando, Inc.,
a Florida corporation

By: 
Name: Michael D. Malatin
Title: President

Healthcare Parking Systems of Sarasota, Inc.,
a Florida corporation

By: 
Name: Michael D. Malatin
Title: President

Healthcare Parking Systems of Tampa, Inc.,
a Florida corporation

By: 
Name: Michael D. Malatin
Title: President

FROM: CARLTONFIELDSSTPR

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EXHIBIT A
Plan and Agreement of Merger

Audit No. H04000083704 3

AGREEMENT AND PLAN OF MERGER

HEALTHCARE PARKING SYSTEMS OF GAINESVILLE, INC.
HEALTHCARE PARKING SYSTEMS OF ORLANDO, INC.
HEALTHCARE PARKING SYSTEMS OF SARASOTA, INC.
HEALTHCARE PARKING SYSTEMS OF TAMPA, INC.
(each a Florida corporation)

WITH AND INTO

HEALTHCARE PARKING SYSTEMS OF FLORIDA, INC.
(a Florida corporation)

This Agreement and Plan of Merger is dated as of April 20, 2004 (this "Agreement"), by and among Healthcare Parking Systems of Florida, Inc., a Florida corporation (the "Surviving Corporation"), and Healthcare Parking Systems of Gainesville, Inc., a Florida corporation ("Healthcare Gainesville"), Healthcare Parking Systems of Orlando, Inc., a Florida corporation ("Healthcare Orlando"), Healthcare Parking Systems of Sarasota, Inc., a Florida corporation ("Healthcare Sarasota"), and Healthcare Parking Systems of Tampa, Inc., a Florida corporation ("Healthcare Tampa"). Healthcare Gainesville, Healthcare Orlando, Healthcare Sarasota, and Healthcare Tampa are sometimes collectively referred to herein as the "Merging Corporations" and the Surviving Corporation and the Merging Corporations are sometimes collectively referred to herein as the "Constituent Corporations."

The Surviving Corporation and the Merging Corporations desire to effect a merger (the "Merger") of the Merging Corporations with and into the Surviving Corporation as provided in this Agreement. The boards of directors of each of the Constituent Corporations have approved the Merger and directed that this Agreement be submitted to their respective shareholders for adoption. This Agreement sets forth a plan of merger pursuant to the provisions of the Florida Business Corporation Act ("FBCA").

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

SECTION 1. TERMS AND CONDITIONS OF MERGER AND MODE OF CARRYING MERGER INTO EFFECT.

(a) At the Effective Time (as defined in Section 5 of this Agreement) of the Merger, each of the Merging Corporations shall merge into the Surviving Corporation.

(b) Pursuant to the Merger, the articles of incorporation and bylaws of the Surviving Corporation in effect immediately prior to the Effective Time shall be the articles of incorporation and bylaws, respectively, of the Surviving Corporation until otherwise amended or repealed in accordance with applicable law.

(c) Pursuant to the Merger, the persons serving as directors and officers of the Surviving Corporation immediately prior to the Effective Time shall be the directors and officers, respectively, of the Surviving Corporation and will hold office from the Effective Time until their respective

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successors are duly elected or appointed and qualify in the manner provided in the articles of incorporation and bylaws of the Surviving Corporation, or as otherwise provided by law.

(d) The established offices and facilities of the Surviving Corporation immediately prior to the Effective Time shall continue as the established offices and facilities of the Surviving Corporation after the Effective Time. At and after the Effective Time, the separate corporate existence of each of the Merging Corporations shall cease.

(e) All assets and property (including, without limitation, real, personal and mixed, tangible and intangible, choses in action, rights and credits) then owned by each of the Constituent Corporations, or which would inure to the benefit of any of such Constituent Corporations, shall immediately, by operation of law and without any conveyance, transfer or further action, become the assets and property of the Surviving Corporation. The Surviving Corporation shall be deemed to be a continuation of the entity of each of the Constituent Corporations, and shall succeed to the rights and obligations of each respective Constituent Corporation, and to the duties and liabilities connected therewith.

(f) All rights of creditors and all liens upon the property of any of the Constituent Corporations shall be preserved unimpaired by the Merger, and all debts, liabilities, obligations and duties, including but not limited to the obligations of each of the Merging Corporations pursuant to stock options, warrants and convertible debt instruments, of any of the Constituent Corporations shall, at the Effective Time, become the responsibility and liability of the Surviving Corporation, and may be enforced against it to the same extent as if said debts, liabilities, obligations and duties had been incurred or contracted by it. All corporate acts, plans (including but not limited to stock option plans), policies, arrangements, approvals and authorizations of each of the Merging Corporations and their respective shareholders, board of directors, officers and agents, which were valid and effective immediately prior to the Effective Time, shall be taken for all purposes as the acts, plans, policies, arrangements, approvals and authorizations of the Surviving Corporation and shall be as effective and binding thereon as the same were with respect to such Merging Corporation.

SECTION 2. CAPITALIZATION.

(a) As of the date of this Agreement: (i) the authorized capital stock of Healthcare Gainesville consists of 10,000 shares of common stock, \$0.01 par value per share ("Gainesville Common Stock"), of which 100 shares are issued and outstanding, and (ii) there are no outstanding warrants, options, conversion privileges, preemptive rights, or other rights or agreements to purchase or otherwise acquire or issue any Gainesville Common Stock.

(b) As of the date of this Agreement: (i) the authorized capital stock of Healthcare Orlando consists of 10,000 shares of common stock, \$0.01 par value per share ("Orlando Common Stock"), of which 100 shares are issued and outstanding, and (ii) there are no outstanding warrants, options, conversion privileges, preemptive rights, or other rights or agreements to purchase or otherwise acquire or issue any Orlando Common Stock.

(c) As of the date of this Agreement: (i) the authorized capital stock of Healthcare Sarasota consists of 10,000 shares of common stock, \$0.01 par value per share ("Sarasota Common Stock"), of which 100 shares are issued and outstanding, and (ii) there are no outstanding warrants.

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options, conversion privileges, preemptive rights, or other rights or agreements to purchase or otherwise acquire or issue any Sarasota Common Stock.

(d) As of the date of this Agreement: (i) the authorized capital stock of Healthcare Tampa consists of 10,000 shares of common stock, \$0.01 par value per share ("Tampa Common Stock"), of which 100 shares are issued and outstanding, and (ii) there are no outstanding warrants, options, conversion privileges, preemptive rights, or other rights or agreements to purchase or otherwise acquire or issue any Tampa Common Stock.

(e) As of the date of this Agreement: (i) the authorized capital stock of the Surviving Corporation consists of 10,000 shares of common stock, \$0.01 par value per share ("Surviving Common Stock"), of which 100 shares are issued and outstanding, and (ii) there are no outstanding warrants, options, conversion privileges, preemptive rights, or other rights or agreements to purchase or otherwise acquire or issue any Surviving Common Stock.

SECTION 3. CANCELLATION OF SHARES OF THE MERGING CORPORATIONS; CONSIDERATION FOR MERGER.

(a) Each share of Gainesville Common Stock, Orlando Common Stock, Sarasota Common Stock, and Tampa Common Stock which shall be issued and outstanding at the Effective Time, including shares held in the treasury shall, cease to be outstanding as of the Effective Time.

(b) At the Effective Time, each share of Surviving Common Stock which shall be issued and outstanding immediately prior to the Effective Time shall remain outstanding.

(c) The consideration for the merger is One Dollar (\$1.00) payable in cash as of the Effective Time.

SECTION 4. CONDITIONS.

Effectuation of the Merger and the other transactions herein provided is conditioned on the following:

(a) The Merger shall have received approval of the holders of the capital stock of each Merging Corporation and the Surviving Corporation in the manner required by the FBCA and the respective articles of incorporation and bylaws of each of the Constituent Corporations.

(b) Receipt of all consents, orders and approvals and satisfaction of all other requirements prescribed by law which are necessary for the consummation of the Merger.

SECTION 5. FILING; EFFECTIVE TIME.

If all of the conditions to the Merger set forth in Section 4 of this Agreement shall have been fulfilled in accordance herewith and this Agreement shall not have been terminated as provided in Section 7 of this Agreement, the Surviving Corporation shall cause articles of merger ("Articles of Merger") meeting the requirements of the FBCA to be properly executed and filed with the Secretary of State of the State of Florida. The Merger shall become effective on such date and time as is agreed upon by the Surviving Corporation and the Merging Corporations and specified in the

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Articles of Merger (the "Effective Time"). In no event shall the Effective Time be a date later than that permitted by the FBCA.

SECTION 6. FURTHER ASSURANCES.

Prior to the Effective Time, each of the Constituent Corporations shall take all such actions as shall be necessary or appropriate in order to effectuate the Merger. In case at any time after the Effective Time the Surviving Corporation shall determine that any further conveyance, assignment or other documents or any further action is necessary or desirable to vest in or confirm to the Surviving Corporation full title to all the properties, assets, rights, privileges and franchises of each of the Merging Corporations, the officers and directors of the Surviving Corporation, in the name and on behalf of each of the Constituent Corporations, shall be authorized to execute and deliver all such instruments and take all such action in the name and on behalf of each of the Constituent Corporations as may be necessary or desirable in order to vest in and confirm to the Surviving Corporation title to and possession of all such properties, assets, rights, privileges and franchises, and otherwise to carry out the purposes of this Agreement.

SECTION 7. TERMINATION AND AMENDMENT.

(a) At any time prior to the Effective Time, this Agreement may be terminated by the mutual consent of the boards of directors of all of the Constituent Corporations, whether before or after the approval of this Agreement by the shareholders of any or all of the Constituent Corporations. In the event this Agreement is so terminated, it shall be of no further force or effect and there shall be no liability by reason of this Agreement or its termination on the party of any of the Constituent Corporations or of their respective directors, officers, employees, agents, shareholders or incorporators.

(b) This Agreement represents the entire agreement between the parties hereto with respect to the subject matter hereof and may be amended only by a writing executed by all parties. The Constituent Corporations may, by written agreement among them, amend, modify or supplement this Agreement at any time prior to the Effective Time, provided that no amendment shall be made after the approval of this Agreement by the shareholders of any or all of the Constituent Corporations which changes the terms of this Agreement in a way which is materially adverse to the shareholders of the Constituent Corporations unless such amendment is approved by such shareholders.

SECTION 8. CONSTRUCTION OF TERMS. All provisions and any variations thereof used herein shall be deemed to refer to the masculine, feminine, neuter, singular, or plural as the identity of such person or persons shall require.

SECTION 9. GOVERNING LAW. This Agreement shall be governed by the laws of the State of Florida.

SECTION 10. COUNTERPARTS. This Agreement may be executed in any number of counterparts, each of which shall be an original, but all such counterparts shall together constitute but one and the same instrument.

[Signatures on Next Page]

Audit No. HD4000083704 3

IN WITNESS WHEREOF, each of the Constituent Corporations has caused this Agreement to be duly executed on its behalf by its officers thereunto duly authorized, as of the date first above written.

SURVIVING CORPORATION:

Attest:

By: 

Name: Eric Swanson

Title: Attest

Healthcare Parking Systems of Florida, Inc.,
a Florida corporationBy: 

Name: Michael D. Malatin

Title: President

MERGING CORPORATIONS:

Attest:

By: 

Name: Eric Swanson

Title: Attest

Healthcare Parking Systems of Gainesville, Inc.,
a Florida corporationBy: 

Name: Michael D. Malatin

Title: President

Attest:

By: 

Name: Eric Swanson

Title: Attest

Healthcare Parking Systems of Orlando, Inc.,
a Florida corporationBy: 

Name: Michael D. Malatin

Title: President

Attest:

By: 

Name: Eric Swanson

Title: Attest

Healthcare Parking Systems of Sarasota, Inc.,
a Florida corporationBy: 

Name: Michael D. Malatin

Title: President

Attest:

By: 

Name: Eric Swanson

Title: Attest

Healthcare Parking Systems of Tampa, Inc.,
a Florida corporationBy: 

Name: Michael D. Malatin

Title: President