

07-20-2001

Form PTO-1594
(Rev. 03/01)
OMB No. 0651-0027 (exp. 5/31/2002)



U.S. DEPARTMENT OF COMMERCE
U.S. Patent and Trademark Office

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101783412

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies): 7-901

Nutriceuticals.com Corporation

- Individual(s)
- General Partnership
- Corporation-State
- Other _____
- Association
- Limited Partnership

Additional name(s) of conveying party(ies) attached? Yes No

2. Name and address of receiving party(ies)

Name: Drugmax.com, Inc.

Internal

Address: _____

Street Address: 12505 Starkey Road

City: Largo State: FL Zip: 33773

- Individual(s) citizenship _____
- Association _____
- General Partnership _____
- Limited Partnership _____
- Corporation-State Nevada
- Other _____

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from assignment)
Additional name(s) & address(es) attached? Yes No

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other _____
- Merger
- Change of Name

Execution Date: January 11, 2000

4. Application number(s) or registration number(s):

A. Trademark Application No.(s)

75/643,565

B. Trademark Registration No.(s)

Additional number(s) attached Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Stefan V. Stein

Internal Address: Holland & Knight LLP

Street Address: 400 N. Ashley Drive
Suite 2300

City: Tampa State: FL Zip: 33602

6. Total number of applications and registrations involved: _____

1

7. Total fee (37 CFR 3.41).....\$ 40.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number: _____

07-09-2001

U.S. Patent & TMO/c/TM Mail RcptDt. #73

(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Stefan V. Stein

Name of Person Signing

[Signature]
Signature

7/5/01
Date

Total number of pages including cover sheet, attachments, and document: 35

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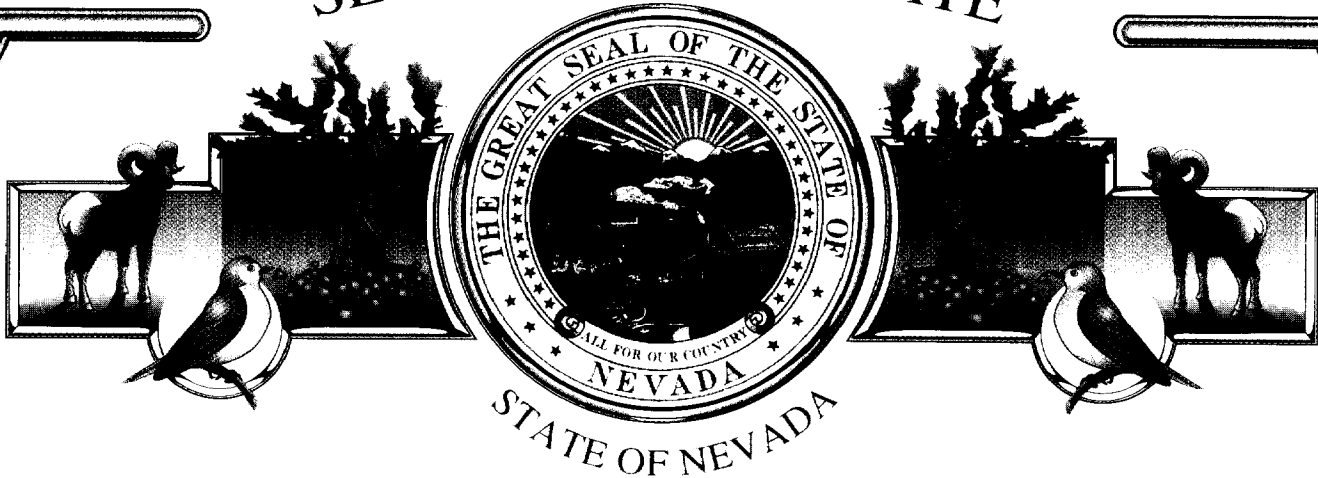
01 FC:481

40.00 OP

Mail documents to be recorded with required cover sheet information to:
Commissioner of Patent & Trademarks, Box Assignments
Washington, D.C. 20231

TRADEMARK
REEL: 002332 FRAME: 0114

SECRETARY OF STATE



CERTIFICATE OF EXISTENCE WITH STATUS IN GOOD STANDING

I, DEAN HELLER, the duly elected and qualified Nevada Secretary of State, do hereby certify that I am, by the laws of said State, the custodian of the records relating to filings by corporations, limited-liability companies, limited partnerships, limited-liability partnerships and business trusts pursuant to Title 7 of the Nevada Revised Statutes which are either presently in a status of good standing or were in good standing for a time period subsequent of 1976 and am the proper officer to execute this certificate.

I further certify that the records of the Nevada Secretary of State, at the date of this certificate, evidence, **DRUGMAX.COM, INC.**, as a corporation duly organized under the laws of Nevada and existing under and by virtue of the laws of the State of Nevada since October 18, 1993, and is in good standing in this state.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the Great Seal of State, at my office, in Carson City, Nevada, on October 10, 2000.



Dean Heller

Secretary of State

By *Joann Lerson*

Certification Clerk

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SENT BY:

10-15-93 ; 4:33PM ;

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FILED
IN THE OFFICE OF THE
SECRETARY OF STATE OF THE
STATE OF NEVADA

INVOICE # **45292**
FILING FEE \$175.00 K.R.
FILED BY; CT CORP
815 SUPERIOR AVE N.E.
CLEVELAND OHIO 44114

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12813-93
CHERYL A. LAU SECRETARY OF STATE
Cheryl Lau

ARTICLES OF INCORPORATION
OF
NUMED SURGICAL, INC.

No. _____

ARTICLE ONE

The name of the corporation is NUMED SURGICAL, INC.

ARTICLE TWO

The corporation's registered office in the State of Nevada is located at One East First Street, Reno, Nevada 89501. The name of its resident agent at that address is The Corporation Trust Company of Nevada.

ARTICLE THREE

The purpose or purposes for which this corporation is organized are:

To engage, without qualification, in any lawful act or activity for which corporations may be organized under the laws of the State of Nevada.

ARTICLE FOUR

Section 4.01. Authorized Capital Stock. The total number of shares of capital stock the corporation is authorized to issue is Fifty Million (50,000,000) shares, each having a par value of \$0.001, of which (i) Forty-Eight Million (48,000,000) shares shall be designated as "Common Stock" and (ii) Two Million (2,000,000) shares shall be designated as "Preferred Stock".

Section 4.02. Common Stock. Each share of Common Stock issued and outstanding shall be entitled to one vote on all

TRADEMARK

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matters. Dividends shall be declared and paid only out of funds legally available therefor. Shares of such Common Stock may be issued for such consideration and for such corporate purposes as the Board of Directors may from time to time determine. Fully paid shares of Common Stock of this corporation shall not be liable to any further call or assessment.

Section 4.01. Preferred Stock. The Board of Directors shall have the authority to authorize the issuance of the Preferred Stock from time to time in one or more classes or series, and to state in the resolution or resolutions from time to time adopted providing for the issuance thereof the following:

- (a) Whether or not the class or series shall have voting rights, full or limited, or will be without voting rights;
- (b) The number of shares to constitute the class or series and the designation thereof;
- (c) The preferences and relative, participating, optional or other special rights, if any, and the qualifications, limitations, or restrictions thereof, if any, with respect to any class or series;
- (d) Whether or not the shares of any class or series shall be redeemable and, if redeemable, the redemption price or prices, and the time or times at which, and the terms and conditions upon which, such shares shall be redeemable and the manner of redemption;
- (e) Whether or not the shares of a class or series shall be subject to the operation of retirement or sinking funds to be applied to the purchase or redemption of such shares for retirement, and if such retirement or sinking funds shall be established, the annual amount thereof and the terms and provisions relative to the operation thereof;
- (f) The dividend rate, whether dividends are payable in cash, stock of the corporation, or other property, the conditions upon which and the times when such dividends are payable, the preference to or the relation to the payment of dividends payable on any other class or

classes or series of stock, whether or not such dividend shall be cumulative or noncumulative, and if cumulative, the date or dates from which such dividends shall accumulate;

- (g) The preferences, if any, and the amounts thereof which the holders of any class or series thereof are entitled to receive upon the voluntary or involuntary dissolution of, or upon any distribution of the assets of, the corporation;
- (h) Whether or not the shares of any class or series is convertible into, or exchangeable for, the shares of any other class or classes or of any other series of the same or any other class or classes of stock of the corporation and the conversion price or prices or ratio or ratios or the rate or rates at which such exchange may be made, with such adjustments, if any, as shall be stated and expressed or provided for in such resolution or resolutions; and
- (i) Such other rights and provisions with respect to any class or series as may to the Board of Directors seem advisable.

The shares of each class or series of the Preferred Stock may vary from the shares of any other class or series thereof in any respect. The Board of Directors may increase the number of shares of the Preferred Stock designated for any existing class or series by a resolution adding to such class or series authorized and unissued shares of the Preferred Stock not designated for any other class or series. The Board of Directors may decrease the number of shares of the Preferred Stock designated for any existing class or series of the Preferred Stock and the shares so subtracted shall become authorized, unissued and undesignated shares of the Preferred Stock.

ARTICLE FIVE

The governing board of this corporation shall be known as directors, and the number of directors may from time to time be

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increased or decreased in such manner as shall be provided by the bylaws of this corporation, provided that the number of directors shall not be reduced to less than three (3) except that in cases where all the shares of the corporation are owned beneficially and of record by either one or two stockholders, the number of directors may be less than three (3) but not less than the number of stockholders.

The names and business street addresses of the first board of directors, which shall be five (5) in number, are as follows:

<u>NAME</u>	<u>ADDRESS</u>
Jugal K. Taneja	6505 Rockside Road, Suite 400 Independence, OH 44131-2342
Michael J. Diroff	6505 Rockside Road, Suite 400 Independence, OH 44131-2342
James P. Witherington	6505 Rockside Road, Suite 400 Independence, OH 44131-2342
Robert P. Ottman	6505 Rockside Road, Suite 400 Independence, OH 44131-2342
Nayan S. Shah	6505 Rockside Road, Suite 400 Independence, OH 44131-2342

The Board of Directors shall be limited in number to no less than three (3) nor more than nine (9).

Directors of the corporation need not be residents of the State of Nevada and need not own shares of the corporation's stock.

ARTICLE SIX

The Capital stock of the corporation, after the amount of the subscription price has been paid in money, property, or services, as the directors shall determine, shall not be subject to assessment to pay the debts of the corporation, nor for any other

purpose, and no stock issued as fully paid up shall ever be assessable or assessed, and the Articles of Incorporation shall not be amended in this particular.

ARTICLE SEVEN

The name and business street addresses of each of the incorporators signing the Articles of Incorporation are as follows:

<u>NAME</u>	<u>ADDRESS</u>
James P. Witherington	6505 Rockside Road, Suite 400 Independence, OH 44131-2342
Mark Rowland	6505 Rockside Road, Suite 400 Independence, OH 44131-2342

ARTICLE EIGHT

The corporation is to have perpetual existence.

ARTICLE NINE

In furtherance and not in limitation to the powers conferred by statute, the board of directors is expressly authorized:

Subject to the bylaws, if any, adopted by the stockholders, to make, alter or amend the bylaws of the corporation.

To fix the amount to be reserved as working capital over and above its capital stock paid in, to authorize and to cause to be executed mortgages and liens upon the real and personal property of this corporation.

By resolution passed by a majority of the whole board, to designate one or more committees, each committee to consist of one or more of the directors of the corporation, which, to the extent provided in the resolution or in the bylaws of the corporation,

shall have and may exercise the business and affairs of the corporation, and may authorize the seal of the corporation to be affixed to all papers which may require it. Such committee or committees shall have such name or names as may be stated in the bylaws of the corporation or as may be determined from time to time by resolution adopted by the board of directors.

When and as authorized by the affirmative vote of stockholders holding stock entitling them to exercise at least a majority of the voting power given at a stockholder's meeting called for that purpose, or when authorized by the written consent of the holders of at least a majority of the voting stock issued and outstanding, the board of directors shall have power and authority at any meeting to sell, lease or exchange all of the property and assets of the corporation, including its good will and its corporate franchises, upon such terms and conditions as its board of directors deems expedient and for the best interests of the corporation.

ARTICLE TEN

Meetings of the stockholders may be held at such place within or without the State of Nevada, if the bylaws so provide. The books of the corporation may be kept (subject to any provision contained in the statutes) outside the State of Nevada at such place or places as may be designated from time to time by the board of directors or in the bylaws of the corporation.

ARTICLE ELEVEN

This corporation reserves the right to amend, alter, change or repeal any provision contained in the Articles of Incorporation, in the manner now or hereafter prescribed by statute, or by the Articles of Incorporation, and all rights conferred upon stockholders herein are granted subject to this reference.

ARTICLE TWELVE

No shareholder shall be entitled as a matter of right to subscribe for or receive additional shares of any class of stock of the corporation, whether now or hereafter authorized, or any bonds, debentures or other securities convertible into stock, but such additional shares of stock or other securities convertible into stock may be issued or disposed of by the board of directors to such persons and on such terms as in its discretion it shall deem advisable.

WE, THE UNDERSIGNED, being each of the incorporators hereinbefore named, for the purpose of forming a corporation pursuant to the General Corporation Law of the State of Nevada, do make and file these Articles of Incorporation, hereby declaring and

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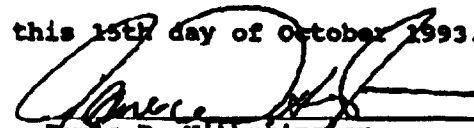
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certifying that the facts herein stated are true, and accordingly have hereunto set our hands this 15th day of October 1993.



 James P. Witherington



 Mark Rowland

STATE OF OHIO)
 : SS
 COUNTY OF CUYAHOGA)

On this 15th day of October 1993, before me, a Notary Public, personally appeared James P. Witherington and Mark Rowland, who severally acknowledged that they executed the above instrument.



 Notary Public

My commission expires: 7-17-94

CERTIFICATE OF ACCEPTANCE OF APPOINTMENT

BY RESIDENT AGENT

The Corporation Trust Company of Nevada hereby accepts the appointment as Resident Agent of the above-named corporation.

The Corporation Trust Company of Nevada

By: 

 Assistant Secretary Michael P. Nakon

Date: October 15, 1993

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JNU

FILED
IN THE OFFICE OF THE
SECRETARY OF STATE OF THE
STATE OF NEVADA

MAR 18 1999

No. C-12813-93
Dean Heller
DEAN HELLER, SECRETARY OF STATE

**ARTICLES OF AMENDMENT
TO
ARTICLES OF INCORPORATION
OF
NUMED SURGICAL, INC.**

Pursuant to the provisions of the Nevada Revised Statutes, the undersigned corporation does hereby adopt these Articles of Amendment to the Articles of Incorporation, and the undersigned officer does hereby certify individually and on behalf of the undersigned corporation as follows:

1. The name of the corporation is NuMed Surgical, Inc. (the "Company"). The Articles of Incorporation of this Corporation were filed by the Department of State of the State of Nevada and became effective on October 15, 1993.
2. A new Article IV to the Articles of Incorporation of this Corporation shall be as follow:

ARTICLE VII

The 8,775,685 shares of common stock of the Corporation, par value \$0.001 per share, either issued and outstanding or held by the Corporation as treasury stock, immediately prior to the time this amendment becomes effective shall be and are automatically reclassified and changed (without any further act) into 175,514 fully-paid and nonassessable shares of the common stock of the Corporation, par value \$0.001 per share (subject to adjustment due to rounding of fractional shares); with increasing or decreasing the amount of stated capital or paid-in surplus of the Corporation, provided that no fractional shares shall be issued. The fractional share shall be rounded up to the next whole number.

3. This Amendment was recommended by the Board of Directors to the Corporation's shareholders on January 15, 1999.
4. On March 15, 1999, the holders of a majority of the outstanding shares of Common Stock of the Corporation, the only class of securities outstanding, adopted this amendment to the Corporation's Articles of Incorporation at a special, duly called and convened meeting of such shareholders. The number of votes cast for the amendment by the shareholders was sufficient for approval.

IN WITNESS WHEREOF, the Company has caused these Articles of Amendment to the Articles of Incorporation to be executed this 15th day of March, 1999.

NUMED SURGICAL, INC.

By: *Jugal K. Taneja*
Jugal K. Taneja, President

By: *Jugal K. Taneja*
Jugal K. Taneja, Secretary

ACKNOWLEDGMENT

STATE OF FLORIDA

6A

COUNTY OF HILLSBOROUGH

On this 15th day of March, 1999 before me personally appeared Jugal K. Taneja who acknowledged to me that he is the President of NuMed Surgical, Inc. (the "Corporation"), a Florida corporation, and that he executed the foregoing Articles of Merger as President of the Corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and seal on this 15th day of March, 1999.

Amy Herstine

Notary Public
My commission expires:



[seal]

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FILED
IN THE OFFICE OF THE
SECRETARY OF STATE OF THE
STATE OF NEVADA

ARTICLES OF MERGER

MAR 18 1999

No. C-12893-93
Dean Heller
DEAN HELLER, SECRETARY OF STATE

NUTRICEUTICALS.COM CORPORATION

AND

NUMED SURGICAL, INC.

To the Secretary of State
State of Nevada:

Pursuant to the provisions of Chapter 92A, Nevada Revised Statutes, the foreign corporation and the domestic corporation herein named do hereby adopt the following Articles of Merger.

1. Annexed hereto and made a part hereof is the Plan of Merger for merging Nutriceuticals.com Corporation, a business corporation organized under the laws of the State of Florida ("Nutriceuticals.com"), with and into NuMed Surgical, Inc., a business corporation organized under the laws of the State of Nevada ("NuMed Surgical"). The said Plan of Merger has been accepted by the Board of Directors of Nutriceuticals.com and by the Board of Directors of NuMed Surgical on the 15th day of January, 1999.

2. The merger of Nutriceuticals.com with and into NuMed Surgical is permitted by the laws of the jurisdiction of organization of Nutriceuticals.com, and has been authorized in compliance with said laws, by which Nutriceuticals.com is governed.

3. The said Plan of Merger was submitted to the stockholders of Nutriceuticals.com upon the recommendation of its Board of Directors pursuant to the provisions of the laws of the jurisdiction of its organization, and the manner of approval thereof by said stockholders was as follows:

(i) The said Plan of Merger was approved by the unanimous written consent of the shareholders of Nutriceuticals.com pursuant to the provisions of Section 607.0704 of the Florida Business Corporation Act.

4. The said Plan of Merger was submitted to the stockholders of NuMed Surgical by its Board of Directors pursuant to the provisions of Chapter 92A, Nevada Revised Statutes, and the manner of approval thereof by said stockholders was as follows:

(i) The designation, number of outstanding shares, and the number of votes entitled to be cast by each class entitled to vote on the said Plan of Merger is as follows:

- (a) Designation of class: Common Stock
- (b) Number of outstanding shares of class: 8,826,195 shares
- (c) Number of votes entitled to be cast: 8,826,195 votes

(ii) The total number of votes cast for and against the merger herein provided for by each class entitled to vote on the said Plan of Merger is as follows:

- (a) Designation of class: Common Stock
- (b) Number of votes of class cast for Plan of Merger: 5,534,152 votes (60.6%)
- (c) Number of votes of class cast against Plan of Merger: 160,165 votes

(iii) The said number of votes cast for the said Plan of Merger was sufficient for the approval thereof by the said class.


5. When the Merger herein provided for becomes effective, Article I of the Certificate of Incorporation of NuMed Surgical is amended pursuant to the annexed Plan of Merger to read as follows:

"The name of the corporation shall be: NUTRICEUTICALS.COM CORPORATION."


IN WITNESS WHEREOF, these Articles of Merger have been executed on behalf of the constituent corporations by their authorized officers as of this 15th day of March, 1999.

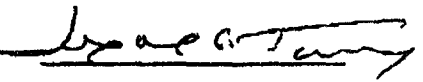
NUTRICEUTICALS.COM CORPORATION

By: 
Stephen M. Watters, President

By: 
Mandeep K. Taneja, Asst. Secretary

NUMED SURGICAL, INC.

By: 
Jugal K. Taneja, President

By: 
Jugal K. Taneja, Secretary

ACKNOWLEDGMENT

STATE OF FLORIDA

SS:

COUNTY OF Hillsborough

On this 15th day of March, 1999, before me personally appeared Stephen M. Watters who acknowledged to me that he is the President of Nutriceuticals.com Corporation (the "Corporation"), a Florida corporation, and that he executed the foregoing Articles of Merger as President of the Corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and seal on this 15th day of March, 1999.

Amy Herstine

Notary Public

My commission expires:



[seal]

ACKNOWLEDGMENT

STATE OF FLORIDA

VS:

COUNTY OF HILLSBOROUGH

On this 15th day of March, 1999 before me personally appeared Jugal K. Taneja who acknowledged to me that he is the President of NuMed Surgical, Inc. (the "Corporation"), a Florida corporation, and that he executed the foregoing Articles of Merger as President of the Corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and seal on this 15th day of March, 1999.

Amy Herstine
Notary Public

My commission expires:

[seal]



EXHIBIT A

AGREEMENT AND PLAN OF MERGER

AGREEMENT AND PLAN OF MERGER

THIS AGREEMENT AND PLAN OF MERGER (this "Agreement") is made and entered into this 15th day of January, 1999, by and among NutriMed Surgical, Inc., a Nevada corporation ("NuMed"), and Nutriceuticals.com Corporation, a Florida corporation ("Nutriceuticals.com").

WITNESSETH:

WHEREAS, NuMed desires to acquire all of the 2,400,000 issued and outstanding shares of the common stock, no par value, of Nutriceuticals.com, through the merger of Nutriceuticals.com with and into NuMed pursuant to the terms hereinafter set forth (the "Merger");

WHEREAS, the respective Boards of Directors of NuMed and Nutriceuticals.com deem it advisable and to the advantage and welfare of their respective corporations and stockholders, that Nutriceuticals.com be merged with and into NuMed upon the terms and conditions hereinafter specified;

WHEREAS, for Federal income tax purposes, it is intended that the Merger shall qualify as a reorganization within the meaning of Section 368 of the Internal Revenue Code of 1986, as amended (the "Code").

NOW, THEREFORE, in consideration of the promises and the mutual covenants and agreements contained in this Agreement, the parties hereto, intending to be legally bound hereby, agree as follows:

ARTICLE I

DESCRIPTION OF TRANSACTION

1.1 **The Merger.** At the Effective Time (as defined in Section 1.3 herein), in accordance with this Agreement and the relevant provisions of the Nevada General Corporations Law (the "Nevada GCL") and the Florida Business Corporations Act (the "FBCA"), Nutriceuticals.com shall be merged with and into NuMed. NuMed shall be the surviving corporation of the Merger and NuMed shall continue, and be deemed to continue, for all purposes after the Merger, and the existence of Nutriceuticals.com shall cease at the Effective Time. At the Effective Time (as defined in Section 1.3) each issued and outstanding share of the common stock, no par value, of Nutriceuticals.com ("Nutriceuticals Common Stock") shall be converted into the right to receive one (1) share of common stock, \$.001 par value per share, of NuMed ("NuMed Common Stock").

1.2 **Surviving Corporation; Certificate of Incorporation of Surviving Corporation.** Following the Merger, NuMed shall continue to exist under, and be governed by, the laws of the State of Nevada. The Articles of Incorporation of NuMed, as in effect on the Closing Date (as defined in Section 1.4 herein), shall continue in full force and effect as the Articles of Incorporation of NuMed, except that upon the Merger the Articles of Incorporation of NuMed shall be amended to change the name of the corporation to "Nutriceuticals.com Corporation".

1.3 **Effective Date of the Merger.** This Agreement shall be submitted to the stockholders of NuMed and to the stockholders of Nutriceuticals.com, as provided in Sections 6.5 and 7.5 hereof, for approval as soon as practicable after the execution of this Agreement. Upon the authorization, approval and adoption of (i) this Agreement by (a) the affirmative vote of the holders of at least a majority of the outstanding shares of NuMed Common Stock entitled to vote thereon as provided by Nevada GCL, and (b) the affirmative vote of the holders

of at least a majority of the outstanding shares of Nutriceuticals Common Stock entitled to vote thereon as provided by the FBCA; and (ii) the Reverse Stock Split (as defined below in this Section 1.4) by the affirmative vote of the holders of at least a majority of the outstanding shares of NuMed Common Stock entitled to vote thereon as provided by Nevada GCL; a Plan (the "Articles of Merger") meeting the requirements of the Nevada GCL and meeting the requirements of the FBCA shall be executed, verified and acknowledged as required by the provisions of said laws, and such Articles of Merger shall be delivered to the Department of State of Nevada and to the Department of State of Florida (the "Departments of State") for filing (the time of the latter of such filings being the "Effective Time", and the date of the latter of such filings being the "Effective Date"). The term "Reverse Stock Split" shall mean a one-for-fifty reverse split of the outstanding shares of NuMed Common Stock and the delivery of an amendment of NuMed's Articles of Incorporation to the Nevada Department of State, said amendment reflecting said stock split.

1.4 Procedure for Closing. Subject to the satisfaction or appropriate waiver of all conditions precedent thereto, there shall be a closing (the "Closing") at the offices of Schiffino & Fleischer, P.A., One Tampa City Center, 201 North Franklin Street, Suite 2700, Tampa, Florida 33602, at 10:00 a.m., or at such other place, date and time as the parties to this Agreement may otherwise agree (the "Closing Date"). At the Closing, the parties to this Agreement will take all actions as may be necessary to cause the filing of the Articles with the Departments of State.

1.5 Conversion of Stock. Upon the filing of the Articles by the Departments of State, each issued and outstanding share of Nutriceuticals Common Stock, other than any share with respect to which a dissenting stockholder shall have demanded fair payment for such share in accordance with the FBCA, shall be converted immediately into one (1) share of NuMed Common Stock, as provided in Section 1.1 hereof.

1.6 Directors and Officers. The directors of NuMed, after the Effective Date of the Merger, who shall hold office until the next annual meeting of shareholders and until their successors are chosen and qualified are as follows:

Name

Jugal K. Taneja

Stephen M. Walters

William L. LaGamba

Mandeep K. Taneja

Paul A. Santostasi

The principal officers of NuMed, after the Effective Date of the Merger, who shall hold office until their successors are chosen and qualified are as follows:

<u>Name</u>	<u>Position</u>
Stephen M. Watters	President
William L. LaGamba	Secretary

ARTICLE II

REPRESENTATIONS AND WARRANTIES OF NUMED

Except as disclosed in Exhibit "B" to this Agreement, NuMed represents and warrants to Nutriceuticals.com the following:

2.1 **Organization and Standing.** NuMed is a corporation duly organized, validly existing and in good standing under the laws of the State of Nevada and has the corporate power and authority to carry on its business as it is now being conducted. A true and correct copy of (i) its Articles of Incorporation together with all amendments thereto, certified by the Secretary of the State of Nevada, and (ii) its by-laws, certified by the Secretary of such corporation, each as then in effect, has been delivered to Nutriceuticals.com.

2.2 **Capitalization.** The authorized capital stock of NuMed consists of 48,000,000 shares of common stock, par value \$.001 per share, and as of the date of this Agreement there are outstanding 8,775,685 shares, all of which have been validly issued and are fully paid and non-assessable.

2.3 **Authority Relative to this Agreement.** The execution of this Agreement by NuMed and the delivery of this Agreement to Nutriceuticals.com have been duly authorized by the Board of Directors of NuMed, and no further corporate or other action is necessary on their part to make this Agreement valid and binding upon and enforceable against NuMed in accordance with the terms hereof or to carry out the transaction contemplated hereby.

2.4 **Financial Statements.** Attached to this Agreement as Exhibit "C" are the Form 10-KSB Report for the year ended March 31, 1998 and the Form 10-QSB for the six months ended September 30, 1998 containing the financial statements of NuMed for the fiscal year ended March 31, 1998 and September 30, 1998, respectively. Except as contemplated by this Agreement and the transactions contemplated by this Agreement, those statements (i) are in accordance with the books and records of NuMed; (ii) have been prepared in accordance with generally accepted accounting principles, applied on a consistent basis; and (iii) fairly present the results of operations and financial condition of NuMed for the periods covered by the statements.

2.5 **No Materially Adverse Change.** Subsequent to the period covered by the financial statements described in Section 2(d) of this Agreement, except as contemplated by this Agreement or the transactions contemplated by this Agreement, NuMed has not experienced any materially adverse change in its financial condition, assets, liabilities, or results of operations.

ARTICLE III

REPRESENTATIONS AND WARRANTIES OF NUTRICEUTICALS.COM

Except as disclosed in Exhibit "D" to this Agreement, Nutriceuticals.com hereby represents and warrants to NuMed the following:

3.1 Organization and Standing. Nutriceuticals.com is a corporation duly organized, validly existing and in good standing under the laws of the State of Florida, and has the corporate power and authority to carry on its business as it is now being conducted.

3.2 Capitalization. The authorized capital stock of Nutriceuticals.com consists of 1,000,000 shares of preferred stock, no par value; and 9,000,000 shares of common stock, no par value. As of the date of this Agreement there are outstanding 2,400,000 shares common stock only, all of which have been validly issued and are fully paid and non-assessable.

3.3 Authority Relative to This Agreement. The execution and delivery of this Agreement by Nutriceuticals.com has been duly authorized by its Board of Directors, and no further corporate action will be necessary on their part to make this Agreement valid and binding upon each of them and enforceable against them in accordance with the terms of this Agreement, or to carry out the actions contemplated by this Agreement.

3.4 Financial Statements. Attached to this Agreement as Exhibit "E" are the financial statements of Nutriceuticals.com at October 31, 1998 and for the period from September 8, 1998 (date of inception) through October 31, 1998.

3.5 No Materially Adverse Change. Subsequent to the period covered by the financial statements described in Section 3.4 herein, except as contemplated by this Agreement or the transactions contemplated by this Agreement, Nutriceuticals.com has not experienced any materially adverse change in its financial condition, assets, liabilities, or results of operations.

ARTICLE IV

COVENANTS OF NUMED

NuMed hereby covenants the following:

4.1 Approval by Stockholders. Prior to the Closing, the shareholders of NuMed, shall have approved the Merger in accordance with the provisions of the Nevada GCL.

4.2 Conduct of the Business Until Closing. Except as Nutriceuticals.com may otherwise consent in writing, prior to the Closing NuMed will not conduct any operations and will use its best efforts to preserve the present business organization intact.

4.3 Corporate Action; Approvals and Consents. NuMed will take all corporate and other action and use its best efforts to obtain in writing as promptly as possible all approvals and consents required to be obtained in order to effectuate the consummation of the transactions contemplated by this Agreement.

4.4 **Advice of Changes.** Between the date of this Agreement and the Closing, NuMed will promptly advise Nutriceuticals.com in writing of any fact which, if existing or known at the date of this Agreement, would have been required to be set forth in or disclosed pursuant to this Agreement.

4.5 **Access to Properties and Records, Etc.** NuMed will give Nutriceuticals.com and its counsel, accountants, and other representatives full access during normal business hours to all of the properties, personnel, books, tax returns, contracts, commitments and records of NuMed.

4.6 **Merger Proxy or Information Statement.** NuMed will prepare the Merger Proxy or Information Statement and, at the time when mailed to the stockholders of NuMed and at all times up to the date of approval of the Merger by the stockholders of NuMed, the Merger Proxy or Information Statement will not contain any untrue statement of a material fact or omit to state a material fact required to be stated or necessary to be included by or in the Merger Proxy or Information Statement in order to make the Merger Proxy or Information Statement and the statements therein not misleading; and the Merger Proxy or Information Statement will comply in all material respects with the requirements of the Securities Exchange Act of 1934, as amended, and the rules and regulations promulgated thereunder.

ARTICLE V

COVENANTS OF NUTRICEUTICALS.COM

Nutriceuticals.com hereby jointly and severally covenants the following:

5.1 **Approval by Stockholders.** Prior to the Closing, the shareholders of Nutriceuticals.com, shall approve the Merger in accordance with the provisions of the FBCA.

5.2 **Conduct of the Business Until Closing.** Except as NuMed may otherwise consent in writing, prior to the Closing Nutriceuticals.com will not conduct any operations and will use its best efforts to preserve the present business organization intact.

5.3 **Corporate Actions, Approvals and Consents.** Nutriceuticals.com will take all corporate and other actions and use their best efforts to obtain in writing as promptly as possible all approvals and consents required to be obtained in order to effectuate the consummation of the Merger and the transactions contemplated hereby.

5.4 **Advice of Changes.** Between the date of this Agreement and the Closing, Nutriceuticals.com will promptly advise NuMed in writing of any fact which, if existing or known at the date of this Agreement, would have been required to be set forth in or disclosed pursuant to this Agreement.

5.5 **Access to Properties and Records, Etc.** Nutriceuticals.com will give NuMed and its counsel, accountants, and other representatives full access during normal business hours to all of the properties, personnel, books, tax returns, contracts, commitments and records of Nutriceuticals.com.

5.6 **Merger Proxy or Information Statement.** Nutriceuticals.com will cooperate with and will provide all information reasonably requested in writing by NuMed in connection with the preparation by NuMed of any proxy or information statements to be sent to the shareholders of NuMed in connection with the Merger, and Nutriceuticals.com will use its best efforts to assure that any such information provided in writing to NuMed, at the time when provided and at all times up to the date of approval of the Merger by the

stockholders of NuMed, does not and will not contain any untrue statement of a material fact required to be stated or necessary in order to make such information not misleading.

ARTICLE VI

CONDITIONS PRECEDENT TO THE OBLIGATIONS OF NUMED

The obligations of NuMed under this Agreement are subject to the satisfaction, at or prior to the Closing, or each of the following conditions (the fulfillment of any of which may be waived in writing by NuMed).

6.1 Accuracy of Representations and Warranties. The representations and warranties and statements of Nutriceuticals.com contained in this Agreement, all exhibits to this Agreement and any documents delivered in connection with this Agreement, shall not only have been true and complete as of the date of this Agreement and when made but shall also be true and complete as though again made on the Closing Date, except to the extent that they are incorrect as of the Closing Date by reason of events occurring after the date of this Agreement in compliance with the terms of this Agreement.

6.2 Compliance. Nutriceuticals.com shall have performed and complied with all agreements, covenants and conditions required by this Agreement and all exhibits to this Agreement to be performed and complied with by it at or prior to the Closing.

6.3 Good Standing Certificates. NuMed shall have received a certificate executed by the Secretary of State of the State of Florida dated within ten (10) days prior to the Closing Date certifying that Nutriceuticals.com is a corporation in good standing under the laws of the State of Florida.

6.4 Certificate. NuMed shall have received a certificate executed by the President of Nutriceuticals.com, attested to by the Secretary of such corporation under its corporate seal, dated the Closing Date, satisfactory in form and substance to NuMed and its counsel, certifying as to (i) the fulfillment of matters set forth in Section 6.1 through 6.3 of this Agreement, (ii) the resolutions adopted by the Board of Directors of Nutriceuticals.com approving the execution of this Agreement and the consummation of the transactions contemplated hereby; (iii) the resolutions adopted by the stockholders of Nutriceuticals.com approving the Merger; (iv) the incumbent officers of Nutriceuticals.com and the authenticity of the signatures of each; and (v) the information, if any, required to be furnished to Nutriceuticals.com pursuant to Section 4(c) of this Agreement.

6.5 Stockholder Approval. Holders of a majority of the outstanding shares of common stock of Nutriceuticals.com entitled to vote on the Merger shall have approved the Merger in accordance with the provisions of the FBCA.

6.6 Dissenters' Rights. There shall not be holders of more than five percent (5%) of the issued and outstanding shares of NuMed Common Stock and/or Nutriceuticals.com Common Stock, collectively, who exercise dissenter's rights under the Nevada GCL or the FBCA, respectively.

6.7 Stockholder List. Nutriceuticals.com shall have delivered to NuMed a list of the stockholders of record as of the close of business on the last business day immediately preceding the Closing.

6.8 Consummation of the Merger. The Merger shall have been consummated on or before April 30, 1999.

ARTICLE VII

CONDITIONS PRECEDENT TO THE OBLIGATIONS OF NUTRICEUTICALS.COM

The Obligations of Nutriceuticals.com under this Agreement are subject to the satisfaction, at or prior to the Closing, of each of the following conditions (the fulfillment of any of which may be waived in writing by Nutriceuticals.com):

7.1 Accuracy of Representations and Warranties. The representations and warranties and statements of NuMed contained in this Agreement, all exhibits to this Agreement and any documents delivered in connection with this Agreement, shall not only have been true and complete on the date of this Agreement and when made but shall also be true and complete as though again made on the Closing Date, except to the extent that they are incorrect as of the Closing Date by reason of events occurring after the date of this Agreement in compliance with the terms of this Agreement.

7.2 Compliance. NuMed shall have performed and complied with all agreements, covenants and conditions required by this Agreement and all exhibits to this Agreement to be performed and complied with by them at or prior to the Closing.

7.3 Good Standing Certificates. Nutriceuticals.com shall have received a certificate executed by the Department of the State of Nevada dated within ten (10) days prior to the Closing Date certifying that NuMed is a corporation in good standing under the laws of the State of Nevada.

7.4 Certificate. Nutriceuticals.com shall have received a certificate executed by the President of NuMed and attested to by its Secretary under its corporate seal, dated the Closing Date, and certifying as to (i) the fulfillment of the matters mentioned in Section 7.1 through 7.3 of this Agreement; (ii) the resolutions adopted by the Board of Directors of NuMed approving the execution of this Agreement and the consummation of the transactions contemplated hereby; (iii) the resolutions adopted by the shareholders, of the capital stock of NuMed, approving the Merger and this Agreement and the transactions contemplated by this Agreement; (iv) the incumbent officers of the respective corporation and the authenticity of the signatures of each; and (v) the information, if any, required to be furnished to Nutriceuticals.com pursuant to Section 5(d) of this Agreement.

7.5 Stockholder Approval. Holders of a majority of the outstanding shares of common stock of NuMed entitled to vote on the Merger shall have approved the Merger in accordance with the provisions of the Nevada GCL.

7.6 Dissenters' Rights. There shall not be holders of more than five percent (5%) of the issued and outstanding shares of NuMed Common Stock and/or Nutriceuticals Common Stock, collectively, who exercise dissenter's rights under the Nevada GCL or the FBCA, respectively.

7.7 Stockholder List. NuMed shall have delivered to Nutriceuticals.com a list of the stockholders of record as of the close of business on the last business day immediately preceding the Closing.

7.8 Consummation of the Merger. The Merger shall have been consummated on or before April 30, 1999.

ARTICLE VIII

ADDITIONAL PROVISIONS OF TERMINATION

8.1 **Indemnification.** After the Effective Time, NuMed shall indemnify, defend and hold harmless the current and former directors and officers of NuMed and Nutricuticals.com against all losses, expenses, claims, damages, or liabilities arising out of actions or omissions occurring at or prior to the Effective Time to the fullest extent permitted under Nevada law and by the NuMed Articles of Incorporation and the NuMed Bylaws as in effect on the date of the Merger Agreement, including provisions relating to advances of expenses incurred in defense of any litigation.

8.2 **Mutual Termination.** In addition to the provisions of Articles 6 and 7 of this Agreement, this Agreement may be terminated before the Closing by mutual written agreement of the Boards of Directors of the parties to this Agreement.

ARTICLE IX

GENERAL

9.1 **Waivers.** No action taken pursuant to this Agreement, including any investigation by or on behalf of any party, shall be deemed to constitute a waiver by the party taking such action of compliance with any representation, warranty, covenant or agreement contained in this Agreement or in any document delivered in connection with this Agreement. The waiver by any party to this Agreement of a breach of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach.

9.2 **Specific Performance; Remedies.** The parties to this Agreement acknowledge that the performance of their respective obligations under this Agreement is essential to the consummation of the transactions contemplated by this Agreement. Each of them further acknowledges that neither party will have an adequate remedy at law if the other party fails to perform its obligations under this Agreement. In such event, each party shall have the right, in addition to any other rights it may have, to compel specific performance of this Agreement.

9.3 **Expenses.** Each of the parties to this Agreement shall pay its own expenses in connection with this Agreement and the transactions contemplated by this Agreement, including the fees and expenses of its counsel and its certified public accountants and other experts.

9.4 **Confidentiality.** If the transactions contemplated by this Agreement are not consummated and are terminated pursuant to Articles VI, VII, or VIII of this Agreement, then each of the parties to this Agreement agrees to keep confidential and shall not use for its own benefit any of the information (unless in the public domain) obtained from any other party and shall promptly return to such other parties all schedules, documents or other written information (without retaining copies thereof) previously obtained from such other parties.

9.5 Notices. All notices, requests, demands and other communications which are required or may be given under this Agreement shall be in writing and shall be deemed to have been duly given if personally delivered or if mailed, first class mail, postage paid.

If to NuMed:

NuMed Surgical, Inc.
7270 Sawgrass Point Drive
Pinellas Park, Florida 33782

If to Nutriceuticals.com:

Nutriceuticals.com Corporation
6950 Bryan Dairy Road
Largo, Florida 33777

or to such other address as such party shall have specified by notice in writing to the other parties.

9.6 Entire Agreement; Amendment. This Agreement (including the exhibits to this Agreement and all documents and papers delivered pursuant to this Agreement and any written amendments to this Agreement executed by the parties to this Agreement) constitutes the entire agreement, and supercedes all prior agreements and understandings, oral and written, among the parties to this Agreement with respect to the subject matter of this Agreement.

9.7 Assignability. This Agreement shall not be assignable by any of the parties to this Agreement without the prior written consent of all other parties to this Agreement.

9.8 Venue; Process. The parties to this Agreement agree that jurisdiction and venue shall properly lie in the Thirteenth Judicial Circuit of the State of Florida, in and for Hillsborough County, Tampa, Florida, or in the United States District for the Middle District of Florida (Tampa Division), with respect to any legal proceedings arising from this Agreement. Such jurisdiction and venue are merely permissive; and, jurisdiction and venue would otherwise be proper. The parties further agree that the mailing of any process shall constitute valid and lawful process against them.

9.9 Counterparts. This Agreement may be executed in several counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

9.10 Section and Other Headings. The section and other headings contained in this Agreement are for reference purposes only and shall not affect the meaning or interpretation of this Agreement.

9.11 Governing Law. This Agreement has been negotiated and prepared and will be performed in the State of Florida, and the validity, construction and enforcement of, and the remedies under, this Agreement shall be governed in accordance with the laws of the State of Florida (except any choice of law provision of Florida law shall not apply if the law or state or jurisdiction other than Florida would apply thereby).

IN WITNESS WHEREOF, this Agreement has been signed by an officer of each of the parties to this Agreement and duly authorized and attested under the corporate seal by the Secretary of each of such parties, all on the date first above written.

ATTEST:

(Corporate Seal)

Secretary

ATTEST:

(Corporate Seal)

Secretary

NUTRICEUTICALS.COM CORPORATION

By: _____
President

NUMBO SURGICAL, INC.

By: _____
President

(75) T/A

FILED
IN THE OFFICE OF THE
SECRETARY OF STATE OF THE
STATE OF NEVADA

OCT 29 1999
No. C12813-93

File # C12813-1993

Dean Heller
DEAN HELLER, SECRETARY OF STATE

**NUTRICEUTICALS.COM CORPORATION
CERTIFICATE OF DECREASE IN NUMBER OF
AUTHORIZED SHARES OF COMMON STOCK**

The undersigned officers of Nutriceuticals.com Corporation, a Nevada corporation (the "Company") hereby certify, pursuant to the provisions of Nevada Revised Statutes ("NRS") Section 78.209, that the Company has effected a decrease in the number of shares of its authorized common stock as follows:

(a) Prior to the decrease in the number of shares of authorized common stock there the Company is authorized to issue 48,000,000 shares of a single class and series of common stock, \$0.001 par value per share (the "Common Stock");

(b) As a result of the decrease and upon the Effective Date (as described below), there will be 24,000,000 shares of Common Stock (a fifty percent decrease) authorized, without any change in the par value per share;

(c) As a result of the decrease and upon the Effective Date, the issued and outstanding shares of Common Stock shall be decreased by fifty percent and there shall be one share of Common Stock issued in exchange for each two shares of issued and outstanding Common Stock;

(d) The board of directors of the Company has directed, pursuant to the authority of NRS Section 78.205, that in the event any stockholder of the Company would as a result of the decrease be the holder of a fractional share of Common Stock, the Company shall issue to such stockholder such additional fraction of a share as is necessary to increase the fractional share to a full share;

(e) The decrease did not require the approval of the stockholders of the Company; and

(f) The decrease will be effective (the "Effective Date") on the filing of this certificate.

Dated September 20, 1999

NUTRICEUTICALS.COM CORPORATION

By: *Stephen M. With*
Its: President

AND
By: *Susan Bang*
Its: Assistant Secretary

ACKNOWLEDGMENT

STATE OF FLORIDA

COUNTY OF HILLSBOROUGH

This instrument (Certificate of Decrease in Number of Authorized Shares of Common Stock) was acknowledged before me on September 20, 1999, by Stephen M. Watters as President of Nutriceuticals.com Corporation.



Amy Herstine
Notary Public

T/A(\$75)

FILED
IN THE OFFICE OF THE
SECRETARY OF STATE OF THE
STATE OF NEVADA

JAN 11 2000
No. C12813-93
Dean Heller
DEAN HELLER, SECRETARY OF STATE

**ARTICLES OF AMENDMENT
TO
ARTICLES OF INCORPORATION
OF
NUTRICEUTICALS.COM CORPORATION**

Pursuant to the provisions of the Nevada Revised Statutes, the undersigned corporation does hereby adopt these Articles of Amendment to the Articles of Incorporation, and the undersigned officers do hereby certify individually and on behalf of the undersigned corporation as follows:

1. The name of the corporation is Nutriceuticals.com Corporation (the "Company"). The Articles of Incorporation of this Corporation were filed by the Department of the State of Nevada and became effective on October 18, 1993.
2. A new Article One to the Articles of Incorporation shall be as follows:

ARTICLE ONE

The name of the corporation is DrugMax.com, Inc.

3. This Amendment was recommended by the Board of Directors to the Corporation's shareholders on December 6, 1999.
4. On January 11, 2000, the holders of a majority of the outstanding shares of Common Stock of the Corporation, the only class of securities outstanding, adopted this amendment to the Corporation's Articles of Incorporation at a special, duly called and convened meeting of such shareholders. The number of votes cast for the amendment by the shareholders was sufficient for approval.

IN WITNESS WHEREOF, the Company has caused these Articles of Amendment to the Articles of Incorporation to be executed this 11th day of January, 2000.

NUTRICEUTICALS.COM CORPORATION

By: *Stephen M. Watters*
Stephen M. Watters, President

By: *William L. LaGamba*
William L. LaGamba, Secretary

ACKNOWLEDGMENT

STATE OF FLORIDA

COUNTY OF HILLSBOROUGH

On this 11th day of January, 2000 before me personally appeared Stephen Watters, who acknowledged to me that he is the President and William LaGamba, who acknowledged to me that he is the Secretary of Nutriceuticals.com Corporation (the "Corporation"), a Florida corporation, and that they have executed the foregoing Articles of Amendment to the Articles of Incorporation of the Corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and seal on this 11th day of January, 2000.



Amy Herstein
Amy Herstein, Notary Public

T/A(\$125)

FILED
IN THE OFFICE OF THE
SECRETARY OF STATE OF THE
STATE OF NEVADA

ARTICLES AND PLAN OF MERGER

OF

BECAN DISTRIBUTORS, INC.

AND

DRUGMAX.COM, INC.

MAR 29 2000
No. C12813-93
Dean Heller
DEAN HELLER, SECRETARY OF STATE

To the Secretary of State
of the State of Nevada

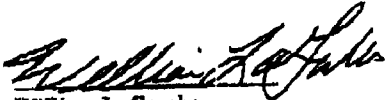
Pursuant to the provisions of Chapter 92A, Nevada Revised Statutes, the domestic corporation and the foreign corporation herein named do hereby submit the following Articles of Merger.

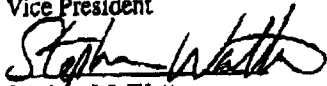
1. The following is the Plan of Merger for merging Becan Distributors, Inc. with and into DrugMax.com, Inc.
 - a. DrugMax.com, Inc., which is a business corporation of the State of Nevada and is the parent corporation and the owner of all the outstanding shares of Becan Distributors, Inc, which is a business corporation of the State of Ohio and the subsidiary corporation, hereby merges Becan Distributors, Inc. into DrugMax.com, Inc. pursuant to the provisions of Chapter 92A, Nevada Revised Statutes and pursuant to the provisions of the laws of the jurisdiction of organization of DrugMax.com, Inc.
 - b. The jurisdiction of organization of Becan Distributors, Inc. is the State of Ohio. The jurisdiction of organization of DrugMax.com, Inc. is the State of Nevada.
 - c. The separate existence of Becan Distributors, Inc. shall cease at the effective time of the merger pursuant to the provisions of Chapter 92A, Nevada Revised Statutes, and pursuant to the provisions of the Laws of the jurisdiction of its organization; and DrugMax.com, Inc. shall continue its existence as the surviving corporation pursuant to the provisions of Chapter 92A, Nevada Revised Statutes.
 - d. The issued shares of Becan Distributors, Inc. shall not be converted in any manner, but each said share which is issued as of the effective time of the merger shall be surrendered and extinguished
 - e. The Board of Directors and the proper officers of DrugMax.com, Inc. shall not be converted in any manner, but each said share which is issued as of the effective time of the merger shall be surrendered and extinguished.
2. The said Plan of Merger has been adopted by the Board of Directors of Becan Distributors, Inc. and of DrugMax.com, Inc. DrugMax.com, Inc. is the owner of all of the outstanding shares of Becan Distributors, Inc. Approval by the stockholders of DrugMax.com, Inc. was not required.

- 3. The merger of Becan Distributors, Inc. with and into DrugMax.com, Inc. is permitted by the laws of the jurisdiction of organization of Becan Distributors, Inc. and has been authorized in compliance with the said laws.
- 4. DrugMax.com, Inc., as the owner of all of the outstanding shares of Becan Distributors, Inc., has waived the requirement of mailing a copy of the Plan of Merger to itself.


Signed on March 29, 2000

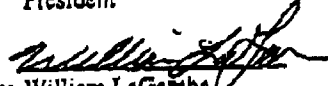
Becan Distributors, Inc.

By: 
 Name: William LaGamba
 Title: Vice President

By: 
 Name: Stephen M. Watters
 Title: Secretary

DrugMax.com, Inc.

By: 
 Name: Stephen Watters
 Title: President

By: 
 Name: William LaGamba
 Title: Secretary

[Adapt the following for Nevada corporation]

STATE OF FLORIDA

COUNTY OF PINELLAS

On March 29, 2000, personally appeared before me, a Notary Public in and for the State and County aforesaid, William LaGamba, [Vice-] President of, personally known to me to be the person whose name is subscribed to the above instrument in the said capacity, who acknowledged that he executed the said instrument.



Carol I. Shuman
 MY COMMISSION # 00807616 EXPIRES
 December 21, 2000
 REMIND THEM THEY PAID INSURANCE, INC.



STATE OF FLORIDA

COUNTY OF PINELLAS

On March 29, 2000, personally appeared before me, a Notary Public in and for the State and County aforesaid, Stenon Water, ~~President~~ President of, ~~personally known to me~~ to be the person whose name is subscribed to the above instrument in the said capacity, who acknowledged that he executed the said instrument.



Amy Heastine
Notary Public