

# F96000000553

1116-D TH...  
TALLAH...  
(904) 222-2666 Address

City/State/Zip Phone # Alameda

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-02/01/96--01079--004  
\*\*\*\*\*70.00 \*\*\*\*\*70.00  
Office Use Only

**CORPORATION NAME(S) & DOCUMENT NUMBER(S), (if known):**

1. Cdkitt Oncology Group, Inc.  
(Corporation Name) (Document #)
2. \_\_\_\_\_  
(Corporation Name) (Document #)
3. \_\_\_\_\_  
(Corporation Name) (Document #)
4. \_\_\_\_\_  
(Corporation Name) (Document #)

- ☒ Walk in   
 ☒ Pick up time 2/1/96 2:30   
 ☒ Certified Copy  
☐ Mail out   
 ☐ Will wait   
 ☐ Photocopy OKB   
 ☐ Certificate of Status

| NEW FILINGS              |                   |
|--------------------------|-------------------|
| <input type="checkbox"/> | Profit            |
| <input type="checkbox"/> | NonProfit         |
| <input type="checkbox"/> | Limited Liability |
| <input type="checkbox"/> | Domestication     |
| <input type="checkbox"/> | Other             |

| AMENDMENTS               |  |
|--------------------------|--|
| <input type="checkbox"/> | Amendment                              |
| <input type="checkbox"/> | Resignation of R.A., Officer/ Director |
| <input type="checkbox"/> | Change of Registered Agent             |
| <input type="checkbox"/> | Dissolution/Withdrawal                 |
| <input type="checkbox"/> | Merger                                 |

| OTHER FILINGS            |                  |
|--------------------------|------------------|
| <input type="checkbox"/> | Annual Report    |
| <input type="checkbox"/> | Fictitious Name  |
| <input type="checkbox"/> | Name Reservation |

| REGISTRATION/OBLIGATION             |                     |
|-------------------------------------|---------------------|
| <input checked="" type="checkbox"/> | Foreign             |
| <input type="checkbox"/>            | Limited Partnership |
| <input type="checkbox"/>            | Reinstatement       |
| <input type="checkbox"/>            | Trademark           |
| <input type="checkbox"/>            | Other               |

RECEIVED  
 96 FEB - 1 PM 1:31  
 DIVISION OF CORPORATIONS  
 FILED  
 SECRETARY OF STATE  
 96 FEB - 1 PM 3:02  
 DIVISION OF CORPORATIONS

**APPLICATION BY FOREIGN CORPORATION FOR AUTHORIZATION TO  
TRANSACT BUSINESS IN FLORIDA**

**IN COMPLIANCE WITH SECTION 607.1503, FLORIDA STATUTES, THE FOLLOWING IS  
SUBMITTED TO REGISTER A FOREIGN CORPORATION TO TRANSACT BUSINESS IN THE  
STATE OF FLORIDA:**

COLKITT ONCOLOGY GROUP, INC.

1. COLKITT ONCOLOGY GROUP, INC.  
(Name of corporation: must include the word "INCORPORATED", "COMPANY", "CORPORATION" or words or abbreviations of like import in language as will clearly indicate that it is a corporation instead of a natural person or partnership if not so contained in the name at present.)

2. Delaware 3. 25-1778592  
(State or country under the law of which it is incorporated) (FEI number, if applicable)

4. September 5, 1995 5. perpetual  
(Date of Incorporation) (Duration: Year corp. will cease to exist or "perpetual")

6. January 26, 1996  
(Date first transacted business in Florida. (See sections 607.1501, 607.1502, and 617.153, F.S.)

7. 2171 Sandy Drive  
State College, PA 16803  
(Current mailing address)

8. Medical and Management Services  
(Purpose(s) of corporation authorized in home state or country to be carried out in the state of Florida)

9. Name and street address of Florida registered agent:

Name: Corporate Access, Inc.  
Office Address: 1116-D Thomasville Rd.  
Tallahassee, Florida, 32303  
(Zip Code)

10. Registered agent's acceptance:

*Having been named as registered agent and to accept service of process for the above stated corporation at the place designated in this application, I hereby accept the appointment as registered agent and agree to act in this capacity. I further agree to comply with the provisions of all statutes relative to the proper and complete performance of my duties, and I am familiar with and accept the obligations of my position as registered agent.*

  
(Registered agent's signature)

11. Attached is a certificate of existence duly authenticated, not more than 90 days prior to delivery of this application to the Department of State, by the Secretary of State or other official having custody of corporate records in the jurisdiction under the law of which it is incorporated.

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SECRETARY OF STATE  
DIVISION OF CORPORATIONS  
96 FEB - 1 94 3:02

12. Names and addresses of officers and/or directors:

A. DIRECTORS

Chairman: Douglas R. Colkitt, MD

Address: 2171 Sandy Drive  
State College, PA 16803

Vice Chairman: \_\_\_\_\_

Address: \_\_\_\_\_

Director: \_\_\_\_\_

Address: \_\_\_\_\_

Director: \_\_\_\_\_

Address: \_\_\_\_\_

B. OFFICERS

President: Douglas R. Colkitt, MD

Address: 2171 Sandy Drive  
State College, PA 16803

Vice President: \_\_\_\_\_

Address: \_\_\_\_\_

Secretary: Marcy L. Colkitt

Address: 2171 Sandy Drive  
State College, PA 16803

Treasurer: \_\_\_\_\_

Address: \_\_\_\_\_

NOTE: If necessary, you may attach an addendum to the application listing additional officers and/or directors.

13.

  
(Signature of Chairman, Vice Chairman, or any officer listed in number 12 of the application)

14.

Douglas R. Colkitt, MD

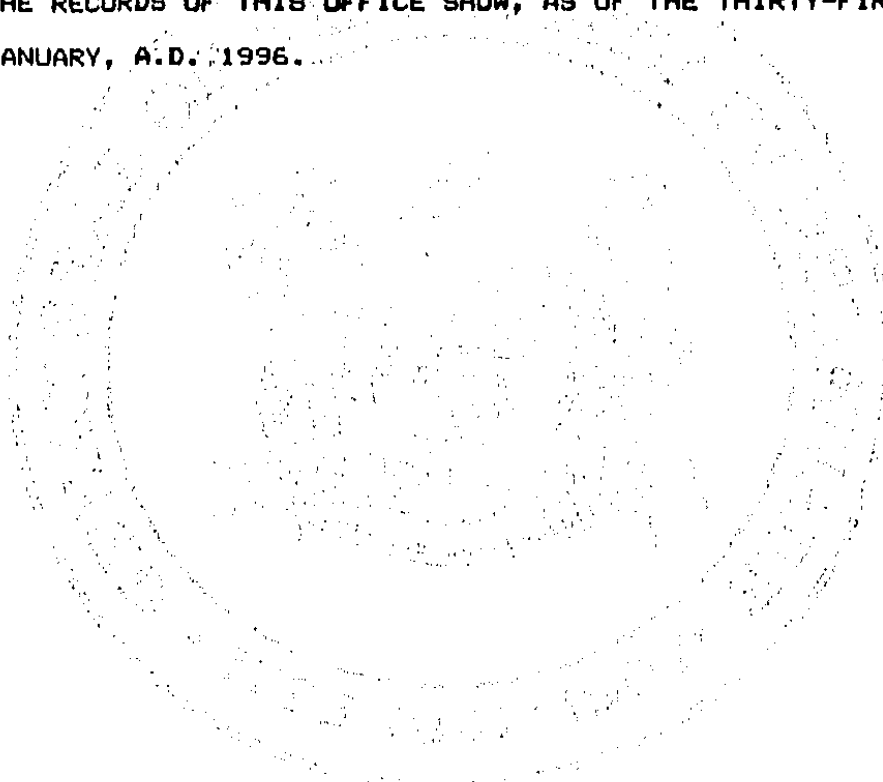
(Typed or printed name and capacity of person signing application)

State of Delaware  
**Office of the Secretary of State**

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PAGE 1

I, EDWARD J. FREEL, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY "COLKITT ONCOLOGY GROUP, INC." IS DULY INCORPORATED UNDER THE LAWS OF THE STATE OF DELAWARE AND IS IN GOOD STANDING AND HAS A LEGAL CORPORATE EXISTENCE SO FAR AS THE RECORDS OF THIS OFFICE SHOW, AS OF THE THIRTY-FIRST DAY OF JANUARY, A.D. 1996.



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SECRETARY OF STATE  
DIVISION OF CORPORATIONS  
96 FEB -1 PM 3:02



*Edward J. Freel*

Edward J. Freel, Secretary of State

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AUTHENTICATION:

DATE:

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# F96000000553

**FILED**

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SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

Office Use Only

CORPORATE ACCOUNTING Name

1116-D THOMASVILLE RD  
TALLAHASSEE, FL 32303

(904) 222-2666

Address

City/State/Zip

Phone #

**CORPORATION NAME(S) & DOCUMENT NUMBER(S), (if known):**

1. LAKE Okeechobee Cancer Center, Inc.  
(Corporation Name) (Document #)

2. \_\_\_\_\_  
(Corporation Name) (Document #)

3. \_\_\_\_\_  
(Corporation Name) (Document #)

4. \_\_\_\_\_  
(Corporation Name) (Document #)

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☒ Walk in    ☒ Pick up time 2/2/96 11:00    ☒ ~~Mail~~ Copy  
☐ Mail out    ☐ Will wait    ☐ Photocopy    ☐ Certificate of Status

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| <input type="checkbox"/>   | Trademark           |
| <input type="checkbox"/>   | Other               |

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 DIVISION OF CORPORATION

N. HENDRICKS FEB - 2 1996



FLORIDA DEPARTMENT OF STATE  
Sandra B. Mortham  
Secretary of State

ARTICLES OF MERGER  
Merger Sheet

.....  
MERGING:

LAKE OKEECHOBEE CANCER CENTER, INC., A FLORIDA CORPORATION,  
P93000074312

into

**COLKITT ONCOLOGY GROUP, INC.**, a Delaware corporation F96000000553

File date: February 2, 1996

Corporate Specialist: Nancy Hendricks

**PLAN AND AGREEMENT OF MERGER**

**BETWEEN**

**LAKE OKEECHOBEE CANCER CENTER, INC.**  
(a Florida corporation)

**AND**

**COLKITT ONCOLOGY GROUP, INC.**  
(a Delaware corporation)

**FILED**  
96 FEB -2 PM 12:23  
SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

THIS PLAN AND AGREEMENT OF MERGER (the "Agreement") is entered into as of the 2ND day of JANUARY, 1996, by and between, Lake Okeechobee Cancer Center, Inc. a Florida corporation (the "Company"), and Colkitt Oncology Group, Inc., a Delaware corporation ("COG").

**W I T N E S S E T H**

WHEREAS, the Company is a corporation duly organized and validly existing under the laws of the State of Florida having an authorized capital stock of 1,500 shares of common stock, no par value ("Common Stock"), of which 100 shares are issued and outstanding as of the date of this Agreement; and

WHEREAS, COG is a corporation duly organized and validly existing under the laws of the State of Delaware having an authorized capital stock of 1,500 shares of common stock, no par value ("COG Common Stock"), of which 1,500 shares are issued and outstanding as of the date of this Agreement; and

WHEREAS, the Boards of Directors of the Company and COG deem it advisable and in the best interests of each such corporation and its shareholders that the merger of the Company with and

into COG, as provided for herein (the "Merger"), be consummated in accordance with the provisions of the General Corporation Law of the State of Delaware and upon the terms and subject to the conditions hereinafter set forth; and

WHEREAS, the Boards of Directors of the Company and COG, by appropriate resolutions, duly authorized, have approved and adopted this Agreement and the Board of Directors of the Company has directed that it be submitted to the shareholders of the Company for adoption.

NOW, THEREFORE, in consideration of the mutual covenants, agreements and provisions herein contained, the parties hereto agree as follows:

#### ARTICLE I

##### The Merger

1.1 Merger of the Company with and into COG. In accordance with the provisions of this Agreement and the General Corporation Law of the State of Delaware, at the Effective Time (as defined in Section 1.4 hereof) the Company shall be merged with and into COG, which shall be the surviving entity (hereinafter sometimes referred to as the "Surviving Entity"). After the Effective Time, COG shall continue its existence as a Delaware corporation and shall continue to conduct its business under the name of Colkitt Oncology Group, Inc. At the Effective Time, the separate existence of the Company shall cease.

##### 1.2 Effect of the Merger.

(a) At the Effective Time, COG shall thereupon and



thereafter possess all the rights, privileges, powers, franchises, patents, trademarks, licenses, registrations and other assets of every kind and description of both the Company and COG, and be subject to all the restrictions, disabilities and duties of both the Company and COG; and all the rights, privileges, powers and franchises of both the Company and COG and all the property, real, personal and mixed, and all debts due to both the Company and COG on whatever account, as well as for stock subscriptions and all other things in action belonging to either the Company or COG shall be vested in COG; and all property, rights, privileges, powers, franchises, patents, trademarks, licenses, registrations and other assets of every kind and description of the Company, and all and every other interest of the Company, shall be thereafter as effectually the property of COG as they were of the Company, and the title to any real estate vested in the Company under the laws of the State of Delaware by deed or otherwise shall not revert or be in any way impaired by reason of the General Corporation Law of the State of Delaware; but all rights of creditors and all liens upon any property of the Company shall be preserved unimpaired, and all debts, liabilities and duties of the Company shall thenceforth attach to COG and may be enforced against it to the same extent as if said debts, liabilities and duties had been incurred or contracted by it.

(b) From and after the Effective Time and until further amended in accordance with the General Corporation Law of the State of Delaware, the Certificate of Incorporation of COG as

in effect immediately prior to the Effective time shall continue to be the Certificate of Incorporation of the Surviving Entity as the entity surviving the Merger.

(c) From and after the Effective Time and until altered, amended or repealed in accordance with applicable law, the Bylaws of COG as in effect immediately prior to the Effective Time shall continue to be the Bylaws of the Surviving Entity as the entity surviving the Merger.

(d) The directors and officers of COG at the Effective Time shall be the directors and officers of the Surviving Entity.

1.3 Additional Actions. If, at any time after the Effective Time, the Surviving Entity shall consider or be advised that any further assignments or assurances in law or any other acts are necessary or desirable (a) to vest, perfect or confirm, of record or otherwise, in the Surviving Entity, title to and possession of any property or right of the Company acquired or to be acquired by reason of, in connection with, or as a result of the Merger, or (b) otherwise to carry out the purposes of this Agreement, the Company and its respective officers and directors shall be deemed to have granted to the Surviving Entity an irrevocable power of attorney to execute and deliver all such proper deeds, assignments and assurances in law and to do all acts necessary or proper to vest, perfect or confirm title to and possession of such property or rights in the Surviving Entity and otherwise to carry out the purposes of this Agreement; and the

directors and officers of the Surviving Entity are fully authorized in the name of the Company or otherwise to take any and all such action.

1.4 Effective Time. The Effective Time of the Merger (the "Effective Time") shall be the time and date of the filing of the Certificate of Merger, with the Office of the Secretary of State of the State of Delaware, or such later time as shall be specified in the Certificate of Merger.

## ARTICLE II

### 2.1 Surrender and Conversion of Securities.

(a) At the Effective Time, each share of Common Stock other than those shares held by persons who are shareholders of COG (collectively, the "Converted Stock") shall, by virtue of the Merger and without any action on the part of the Company, be converted into the right to receive one (1) share of COG Common Stock for each Converted Stock. Each holder of a stock certificate or certificates representing outstanding shares of Converted Stock immediately prior to the Effective Time, upon surrender of such certificate or certificates to the Surviving Entity after the Effective Time, shall be entitled to receive one (1) share of Converted Stock. Until so surrendered, each such stock certificate for Converted Stock shall be deemed to be canceled, and, except as expressly set forth in this Agreement, no further voting or other rights shall attach to or be vested in any of the shares of Converted Stock represented by any such stock certificate.

(b) At the Effective Time, each share of Common

Stock held by persons who are shareholders of COG shall be canceled and cease to exist.

(c) At the Effective Time, each issued and outstanding share of COG Common Stock shall remain issued and outstanding and shall be unaffected by the Merger.

(d) At the Effective Time, each share of the COG Common Stock that shall then be held in the treasury of COG shall continue to be held in the treasury of COG.

(e) At the Effective Time, each share of Common Stock that shall then be held in the treasury of the Company shall be deemed canceled and shall cease to exist.

(f) Notwithstanding the foregoing, neither COG nor the Company, nor any other party shall be liable to any holder of shares of Converted Stock for any amount paid to a public official pursuant to any applicable abandoned property, escheat or other law.

### ARTICLE III

#### Amendment and Termination

3.1 Amendment. This Agreement may be amended at any time by the Boards of Directors of the Company and COG, either prior to or after approval of the Merger by the stockholders of the Company, to the fullest extent permitted by law and at any time upon the action of the Boards of Directors and the stockholders of the Company, by an amendment duly executed by the parties hereto at any time prior to the Effective Time.

3.2 Termination. At any time prior to the Effective

Time, this Agreement may be terminated and the Merger abandoned by agreement of the Boards of Directors of the Company and COG. The filing of this Agreement or a Certificate of Merger with the Secretary of State of the State of Delaware pursuant to Section 1.4 hereof shall constitute certification that this Agreement of Merger has not theretofore been terminated. If terminated as provided in this Section 3.2, this Agreement shall forthwith become wholly void and of no further force or effect.

#### ARTICLE IV

##### Conditions

4.1 Conditions to Obligations of COG. The obligation of COG to consummate the Merger is subject to the fulfillment, prior to or at the Effective Time, subject to the provisions of Section 5.2, of each of the following conditions:

(a) Consents. All consents, authorizations, orders or approvals of any governmental commission, board, other regulatory body or any third party required in connection with the execution, delivery and performance of this Agreement shall have been obtained.

(b) Satisfaction of Conditions. Any obligations of the Company to be performed pursuant to this Agreement prior to the Effective Time shall have been performed in all material respects.

4.2 Conditions to Obligations of the Company. The obligation of the Company to consummate the Merger is subject to the fulfillment, prior to or at the Effective Time, subject to the provisions of Section 5.2, of each of the following conditions:

(a) Shareholder Approval. This Agreement shall have been approved by the affirmative vote of the holders of at least a majority of the voting power represented by all of the outstanding stock of the Company.

#### ARTICLE V

##### Miscellaneous

5.1 Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one agreement.

5.2 Waiver. Any party may, at its option, extend the time for performance of any of the obligations or acts of any other party and may waive in writing any or all of the conditions contained herein to which its obligations hereunder are subject or compliance by other parties with any other matter in this Agreement.

5.3 Governing Law. This Agreement shall be governed in all respects, including, but not limited to, validity, interpretation, effect and performance, by the internal laws of the State of Delaware, excluding the effects of any principles of conflicts of law which may otherwise be applicable.

IN WITNESS WHEREOF, COG and the Company have caused this Plan and Agreement of Merger to be executed on their behalf by their respective officers, hereunto duly authorized.

Attest:

Colkitt Oncology Group, Inc.

By: 

Name: Marcy L. Colkitt

Title: Secretary

By: 

Name: Douglas R. Colkitt, M.D.

Title: President

Attest:

LAKE OKEECHOBEE CANCER CENTER, INC.

By: 

Name: Marcy L. Colkitt

Title: Secretary

By: 

Name: Douglas R. Colkitt, M.D.

Title: President

**CERTIFICATE OF THE SECRETARY  
OF  
LAKE OKEECHOBEE CANCER CENTER, INC.**

I, Marcy L. Colkitt, the Secretary of Lake Okeechobee Cancer Center, Inc., hereby certify that the Plan and Agreement of Merger to which this certificate is attached, after having been first signed on behalf of the corporation by the President and Secretary under the corporate seal of said corporation, was duly approved and adopted by a written consent dated JANUARY 2, 1996, a copy of which is attached hereto, of the holders of a majority of the outstanding stock of Lake Okeechobee Cancer Center, Inc., entitled to vote thereon.

WITNESS my hand and seal of Lake Okeechobee Cancer Center, Inc., this 2ND day of JANUARY, 1996.

  
Secretary


(Seal)



**CERTIFICATE OF THE SECRETARY  
OF  
COLKITT ONCOLOGY GROUP, INC.**

I, Marcy L. Colkitt, the Secretary of Colkitt Oncology Group, Inc. ("COG"), hereby certify that the Plan and Agreement of Merger (the "Plan") to which this certificate is attached has been adopted by the Board of Directors of COG, pursuant to Section 251(f) of the General Corporation Law of the State of Delaware ("Section 251(f)"), and that a vote of the stockholders of COG, was not required pursuant to Section 251(f) because (i) the Plan does not amend in any respect the Certificate of Incorporation of COG, (ii) each share of stock of COG, outstanding immediately prior to the effective date of the merger is to be an identical outstanding share of the surviving corporation after the effective date of the merger.

WITNESS my hand and seal of Colkitt Oncology Group, Inc.  
this 2<sup>ND</sup> day of JANUARY, 1996.

  
Secretary

(Seal)