

**CORPORATE
ACCESS,
INC.**

J31850

1116-D Tallahassee Blvd., Tallahassee, Florida 32303

P.O. Box 37066 (32315-7066) - (904) 222-2666 or (800) 963-1666. Fax (904) 222-1666

WALK IN

PICK UP

12/3/96 4:30 PM

CERTIFIED COPY CUS

PHOTO COPY FILED Merger

1) Amware Systems, Inc
(CORPORATE NAME & DOCUMENT #)

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2) _____
(CORPORATE NAME & DOCUMENT #)

EFFECTIVE DATE
11/97

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SPECIAL INSTRUCTIONS

Name	<u>Amware</u>
Document	<u>12/96</u>
Examine	<u>Amware</u>
Update	<u>Amware</u>
Update	<u>Amware</u>
Acknowledgment	<u>Amware</u>
Mr. Burger	<u>Amware</u>

FILED
96 DEC 31 PM 2:54
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

RECEIVED
DEC 31 PM 4:15
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

J31850

ARTICLES OF MERGER
Merger Sheet

MERGING: -----

CAREWARE SYSTEMS, INC., a Florida corporation V57140

INTO

THE SSI GROUP, INC., a Florida corporation, J31850.

File date: December 31, 1996 , effective January 1, 1997

Corporate Specialist: Annette Hogan

EFFECTIVE DATE
11/19/97

**ARTICLES OF MERGER
OF
CareWare Systems, Inc.,
a Florida corporation,
INTO
The SSI Group, Inc.,
a Florida corporation**

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SECRETARY OF STATE
TALLAHASSEE, FLORIDA

Pursuant to the provisions of the Florida Business Corporation Act, the undersigned corporations adopt the following Articles of Merger for the purpose of merging CareWare Systems, Inc. into The SSI Group, Inc.:

1 The attached Plan of Merger was approved by each of the undersigned corporations in the manner prescribed by the Florida Business Corporation Act ("FBCA").

2 As to CareWare Systems, Inc., approval by its shareholders of the Plan of Merger is required by Section 607.1103 of the FBCA. The Plan of Merger was duly adopted by the required percentage of all the votes entitled to be cast at a meeting of its shareholders held on December 19, 1996.

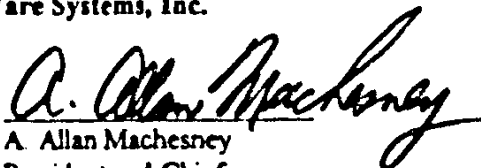
3 As to The SSI Group, Inc., the Plan of Merger was duly adopted by its Board of Directors on October 31, 1996. Pursuant to Section 607.1103(7) of the FBCA, the shareholders of The SSI Group, Inc. were not required to approve the Plan of Merger.

4 The merger contemplated herein is to be effective at 12:01 a.m. CDT on the 1st day of January, 1997.

Dated December 23, 1996

CareWare Systems, Inc.

By


A. Allan Machesney

Title President and Chief
Executive Officer

The SSI Group, Inc.

BY:


Bobby E. Smith

Title: President and Chief
Executive Officer

PLAN OF MERGER

1. Names and Surviving Corporation.

The names of the corporations proposing to merge are CareWare Systems, Inc. ("CareWare") and The SSI Group, Inc. CareWare proposes to merge into SSI, which shall be the "Surviving Corporation." The Surviving Corporation's name shall be "The SSI Group, Inc."

2. Terms and Conditions of the Merger.

The Merger shall be consummated only pursuant to and in accordance with this Plan of Merger and the Agreement and Plan of Merger dated as of November 18, 1996, by and between CareWare and SSI. The Merger will be effective upon the filing of the Articles of Merger with the Secretary of State of Florida, as provided by the Florida Business Corporation Act (the "FBCA"), or at such time thereafter as is provided therein (the "Effective Time").

3. Effects of the Merger.

(a) At the Effective Time, the separate existence of CareWare shall cease and CareWare shall be merged with and into SSI, the certificate of incorporation of SSI as in effect immediately prior to the Effective Time shall be the certificate of incorporation of the Surviving Corporation and the By-laws of SSI as in effect immediately prior to the Effective Time shall be the By-laws of the Surviving Corporation. The Surviving Corporation shall continue to be governed by the laws of the State of Florida from and after the Effective Time. As used in this Agreement, "Constituent Corporations" shall mean CareWare and SSI, and "Surviving Corporation" shall mean SSI. At and after the Effective Time.

(i) the corporate existence of SSI, with all its purposes, powers and objects, shall continue unaffected and unimpaired by the Merger, and SSI shall succeed automatically and without further documentation to all rights, privileges, immunities, powers and purposes of each of the Constituent Corporations.

(ii) all the property, real and personal, causes of action and every other asset, right, privilege and franchise of each of the Constituent Corporations, shall vest in SSI without further act or deed.

(iii) SSI shall assume and be liable for all the liabilities, obligations and penalties of each of the Constituent Corporations.

(iv) all rights of creditors of each of the Constituent Corporations, and all liens upon the property of each of the Constituent Corporations, shall be preserved unimpaired, limited in lien to the property affected by the liens immediately prior to the time of the Merger; and

(v) any action or proceeding pending by or against either of the Constituent Corporations shall not be deemed to have been abated or have been discontinued, but may be prosecuted to judgment with the right to appeal or review as in other cases as if the Merger had not taken place, or SSI may be substituted for CareWare, as the case may be.

(b) As of the Effective Time, by virtue of the Merger and without any action on the part of any shareholder of CareWare, all shares of the no par value common stock of CareWare, of which 1,090,668 shares are issued and outstanding, (the "CareWare Common Stock") will be converted into and exchangeable for SSI Common Stock. Except as to persons who properly perfect their dissenters' rights pursuant to Section 607.1320 of the FBCA, each holder of record of duly and validly issued and outstanding shares of CareWare Common stock immediately prior to the Effective Time shall be entitled to receive, and SSI shall issue and deliver to each such holder, in lieu of and in exchange for each such share of CareWare Common Stock, .0616 shares of SSI Common Stock. As of the Effective Time, no shares of CareWare Common Stock shall be outstanding and all shares shall automatically be canceled and retired and shall cease to exist, and each certificate previously representing any such shares shall thereafter represent the right to receive shares of SSI Common Stock for each share of CareWare Common Stock, upon the surrender of certificates therefore in accordance with this Agreement. If, after the Effective Time, any such certificates are presented to the Surviving Corporation for any reason, they shall be canceled and exchanged as provided herein. Each share of SSI Common Stock outstanding immediately prior to the Effective Time shall remain issued and outstanding from and after the Effective Time. Neither CareWare nor SSI shall be liable to any shareholder of CareWare, for any amounts delivered to a public official pursuant to any applicable abandoned property, escheat or similar law.

(c) As of the Effective Time of the Merger, each outstanding option to purchase CareWare Common Stock ("CareWare Option") shall be deemed to constitute an option to acquire, on the same terms and conditions as were applicable under the CareWare Option and the plan under which it was issued, the same number of shares of SSI Common Stock as the holder of such CareWare Options would have been entitled to receive pursuant to the Merger had such holder exercised such option in full immediately prior to the Effective Time, at a price per share equal to (y) the aggregate exercise price for the shares of CareWare Common stock otherwise purchasable pursuant to such CareWare Option divided by (x) the number of shares of SSI Common Stock deemed purchasable pursuant to such CareWare Option. As soon as practicable after the Effective Time, SSI shall deliver to the holders of the CareWare Options appropriate notices setting forth such holder's rights, and the agreements evidencing the grants of such CareWare Options shall continue in effect on the same terms and conditions as stated therein.

(d) No rights to receive fractional shares of SSI Common Stock or interests in fractional shares of SSI Common Stock shall arise under this Agreement, and no certificates or scrip representing fractional shares shall be issued. In lieu thereof, shares and options to purchase shares shall be rounded up to the nearest whole share.