

1201 HAYS STREET  
TALLAHASSEE, FL 32301  
904-221-0175  
904-221-0176 FAX

800-342-8086



9600009527

ACCOUNT NO. 1210000002

REFERENCE : 824527 4321942

AUTHORIZATION :

COST LIMIT : PREPAID

ORDER DATE : January 30, 1996

ORDER TIME : 10:32 AM

ORDER NO. : 824527

CUSTOMER NO: 4321942

1000001701271  
-01/30/96-01042-024  
\*\*\*122.50 \*\*\*122.50

CUSTOMER: Peggy Marinelli, Legal Asst  
COHEN BERKE BERNSTEIN BRODIE  
KONDELL & LASZLO, P.A.  
19th Floor  
2601 South Bayshore Drive  
Miami, FL 33133

EFFECTIVE DATE  
JAN 29 1996

RECEIVED  
96 JAN 30 AM 11:19  
DIVISION OF CORPORATION

DOMESTIC FILING

NAME: DMI ACQUISITION CORP.

FILED  
96 JAN 30 AM 7:58  
SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

☒ ARTICLES OF INCORPORATION  
☐ CERTIFICATE OF LIMITED PARTNERSHIP

PLEASE RETURN THE FOLLOWING AS PROOF OF FILING:

☒ CERTIFIED COPY  
☐ PLAIN STAMPED COPY  
☐ CERTIFICATE OF GOOD STANDING

CONTACT PERSON: LORI DUNLAP

EXAMINER'S INITIALS:

T. BROWN JAN 31 1996

**EFFECTIVE DATE**  
**JAN 29 1996**

**ARTICLES OF INCORPORATION  
OF  
DMI ACQUISITION CORP.**

**FILED**  
**96 JAN 30 AM 7:58**  
**SECRETARY OF STATE**  
**TALLAHASSEE, FLORIDA**

The undersigned, acting as incorporator of **DMI ACQUISITION CORP.** under Florida Business Corporation Act, adopts the following Articles of Incorporation.

**ARTICLE I**

**NAME**

The name of the Corporation is: **DMI ACQUISITION CORP.**

**ARTICLE II**

**COMMENCEMENT OF EXISTENCE**

The existence of the Corporation will commence on January 29, 1996.

**ARTICLE III**

**DURATION**

The duration of the Corporation will be perpetual.

**ARTICLE IV**

**PURPOSE**

The general purpose or purposes for which the Corporation is organized is to transact any and all lawful business for which a corporation may be incorporated under the Florida Business Corporation Act.

**ARTICLE V**

**PRINCIPAL OFFICE**

The principal office of the Corporation shall be:

**101 Southhall Lane, Suite 210  
Maitland, Florida 32751**

## ARTICLE VI

### AUTHORIZED SHARES

The maximum number of shares that the Corporation is authorized to issue is Ten Thousand (10,000) shares of Common Stock at \$.01 par value per share.

## ARTICLE VII

### INITIAL REGISTERED OFFICE AND AGENT

The street address of the initial registered office of the Corporation is 2601 South Bayshore Drive, 19th Floor, Miami, Florida 33133, and the name of the Corporation's initial registered agent at that address is COBER Corporate Agents, Inc.

### ARTICLE VIII - INITIAL BOARD OF DIRECTORS

The corporation shall have two directors initially. The number of directors may be increased or diminished from time to time, as provided in the Bylaws. The name and addresses of the directors are:

<u>Name</u>	<u>Address</u>
Mitchel J. Laskey	101 Southhall Lane, Ste. 210 Maitland, Fl. 32751
David M. Pomerance	101 Southhall Lane, Ste. 210 Maitland, Fl. 32751

## ARTICLE IX

### INCORPORATOR

The name and street address of the incorporator is:

<u>Name</u>	<u>Address</u>
Karen Z. Rosen	c/o Cohen, Berke, Bernstein, Brodie, Kondell & Laszlo, P.A. 2601 So. Bayshore Drive 19th Floor Miami, Florida 33133

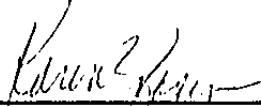
## ARTICLE X

### INDEMNIFICATION

To the extent permitted by law, the Corporation shall indemnify any person who was or is a party to any proceeding by reason of the fact that he is or was a director, officer, employee, or agent of the Corporation or is or was serving at the request of the Corporation as a director, officer, employee, or agent of another corporation, partnership, joint venture, trust or other enterprise against liability incurred in connection with such proceeding, including any appeal thereof, if he acted in good faith and in a manner he reasonably believed to be in, or not opposed to, the best interests of the Corporation and, with respect to any criminal action or proceeding, had no reasonable cause to believe his conduct was unlawful. The Corporation shall reimburse each person for all costs and expenses, including attorneys' fees, reasonably incurred by him in connection with any such liability in the manner provided for by law or in accordance with the Corporation's Bylaws.

The rights accruing to any person under the foregoing provision shall not exclude any other right to which he may be lawfully entitled, nor shall anything therein contain or restrict the right of the Corporation to indemnify or reimburse such person in any proper case even though not specifically provided for herein.

**IN WITNESS WHEREOF**, the undersigned incorporator has executed these Articles of Incorporation this 29th day of January, 1996.

  
\_\_\_\_\_  
Karen Z. Rosen, Incorporator

**ACCEPTANCE OF APPOINTMENT AS REGISTERED AGENT**

Having been designated as registered agent for **DMI ACQUISITION CORP.** in the foregoing Articles of Incorporation, I, on behalf of **COBER Corporate Agents, Inc.**, a Florida corporation, hereby agree to accept service of process for said corporation and to comply with all statutes relative to the complete and proper performance of the duties of a registered agent. I am familiar with and accept the obligations of that position.

**COBER CORPORATE AGENTS, INC.**

By:   
RICHARD N. BERNSTEIN, SECRETARY

FILED  
96 JAN 30 AM 7:58  
SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

P9600009527

1200 HAY STREET  
ATLANTA, GA 30309  
904-225-9177  
0-1-225-9193 FAX



PRESIDENTIAL  
LEGAL & FINANCIAL SERVICES

ACCOUNT NO. : 072100000032  
REFERENCE : 936187 4321942  
AUTHORIZATION :  
COST LIMIT : \$ PREPAID

FILED  
96 APR 30 PM 1:52  
TALLAHASSEE, FLORIDA  
SECRETARY OF STATE

ORDER DATE : April 30, 1996

ORDER TIME : 10:01 AM

ORDER NO. : 936187

CUSTOMER NO: 4321942

100001801231  
-04/30/96--01071--015  
\*\*\*\*122.50 \*\*\*\*122.50

CUSTOMER: Karen Rosen, Esq  
Cohen Berke Bernstein Brodie  
19th Floor  
2501 South Bayshore Drive  
Miami, FL 33133

EFFECTIVE DATE  
5-1-96

ARTICLES OF MERGER

DIMENSIONAL MEDICINE, INC.

INTO

DMI ACQUISITION CORP.

PLEASE RETURN THE FOLLOWING AS PROOF OF FILING:

XX CERTIFIED COPY  
PLAIN STAMPED COPY

CONTACT PERSON: Karen B. Rozar

EXAMINER'S INITIALS:

Marg  
PRG 4/30

RECORDED  
96 APR 30 PM 1:17  
TALLAHASSEE, FLORIDA  
SECRETARY OF STATE

EFFECTIVE DATE

5-1-96

FILED  
96 APR 30 PM 1:52  
SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

**ARTICLES OF MERGER AND AGREEMENT AND  
PLAN OF MERGER**

This Articles of Merger and Agreement and Plan of Merger ("Agreement of Merger") is made as of April 29, 1996 by and between DMI Acquisition Corp., a Florida corporation (the "Surviving Corporation"), and Dimensional Medicine, Inc., a Minnesota corporation ("DMI"). The Surviving Corporation and DMI are sometimes hereinafter collectively referred to as "Constituent Corporations".

**WITNESSETH:**

**WHEREAS**, the Surviving Corporation is corporation duly organized and existing under the laws of the State of Florida and, as of the date hereof, the authorized capital stock of the Surviving Corporation consists of 10,000 shares of common stock, \$.01 par value, of which one hundred (100) shares are issued and outstanding;

**WHEREAS**, DMI is a corporation duly organized and existing under the laws of the State of Minnesota and, as of the date hereof, the authorized capital stock of DMI consists of 50,000,000 shares of common stock, \$.15 par value per share ("DMI Common Stock"), of which 32,533,460 shares are issued and outstanding;

**WHEREAS**, the Surviving Corporation, DMI and certain shareholders of DMI have entered into a certain Merger Agreement dated as of February 5, 1996, as amended, (the "Merger Agreement"), which sets forth certain representations, warranties, covenants and other agreements in connection with the transactions therein and herein contemplated and which contemplates the merger (the "Merger") of DMI with and into the Surviving Corporation in accordance with this Agreement of Merger; and

**WHEREAS**, the Boards of Directors of each of the Constituent Corporations deem the Merger advisable and in the best interests of each such corporation and their respective shareholders, and the Boards of Directors of each of the Constituent Corporations and the shareholders of each of the Constituent Corporations have adopted and approved the Merger Agreement and this Agreement of Merger in accordance with the laws of their respective States of incorporation.

**NOW, THEREFORE**, in consideration of the foregoing premises and the mutual covenants and agreements contained herein, and for other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the parties hereto agree as follows:

**ARTICLE 1**

1.1 **The Merger.** Upon the terms and subject to the conditions set forth herein and in the Merger Agreement, DMI shall be merged with and into the Surviving Corporation

effective as of 11:59 p.m. Central Standard Time on May 1, 1996. Such time shall be referred to as the "Effective Time," and the "Effective Date" of the Merger shall be the date of the Effective Time. On or about the Effective Date, the Constituent Corporations shall file with the Secretary of State of the State of Minnesota articles of merger prepared and executed in accordance with Section 302A.615 of the Minnesota Statutes, together with such other agreements and documents required to be filed by a foreign surviving corporation pursuant to Section 302A.615(4) and otherwise. As of the Effective Date, the separate corporate existence of DMI shall cease and the Surviving Corporation shall be the surviving corporation of the Merger. The separate corporate existence of the Surviving Corporation shall continue unaffected and unimpaired by the Merger.

## **ARTICLE 2**

2.1 **Articles of Incorporation.** The Articles of Incorporation of the Surviving Corporation, as in effect immediately prior to the Effective Time, shall remain in effect and be the Articles of Incorporation of the Surviving Corporation at and after the Effective Time until duly amended in accordance with the FBCA.

2.2 **Bylaws.** The Bylaws of the Surviving Corporation, as in effect immediately prior to the Effective Time, shall remain in effect and be the Bylaws of the Surviving Corporation at and after the Effective Time until duly amended in accordance with such Bylaws and applicable law.

## **ARTICLE 3**

3.1 **Exchange and Cancellation of Securities in the Merger.** At the Effective Time:

3.1.1 Each share of the common stock of the Surviving Corporation that is issued and outstanding immediately prior to the Effective Time shall remain issued and outstanding thereafter and shall constitute the only outstanding shares of capital stock of the Surviving Corporation.

3.1.2 Each share of DMI Common Stock which constitutes treasury stock immediately prior to the Effective Time shall be canceled immediately prior to the Effective Time.

3.1.3 Each holder of issued and outstanding shares of DMI Common Stock which are outstanding immediately prior to the Effective Time shall exchange all of his, her or its shares of DMI Common Stock for cash and/or other consideration to which such holder is entitled pursuant to the terms and conditions set forth in the Merger Agreement, subject to the rights of dissenting shareholders pursuant to Section 302A.471 of the Minnesota Statutes. The procedures regarding the assertion of dissenters' rights shall be conducted in accordance with Section 302A.473 of the Minnesota Statutes.



3.1.4 Each and every share of DMI Common Stock and other capital stock of DMI, if any, and any and all options, warrants, securities and/or other rights to directly or indirectly acquire, whether of record or beneficially, shares of DMI Common Stock and/or other capital stock, securities, equity interests or profit participation rights with respect to DMI, whether or not vested, which prior to the Effective Date are issued or outstanding, shall be canceled, terminated and of no further force or effect.

### 3.2 Surrender and Payment.

3.2.1 As soon as practicable after the Effective Date, a letter of transmittal and instructions will be mailed or otherwise made available for use in surrendering to Norwest Bank Minnesota, N.A. (the "Exchange Agent") stock certificates which immediately prior to the Effective Date represented shares of DMI Common Stock. Each holder of record of a stock certificate (a "Certificate") entitled to be exchanged as set forth in Section 3.1.3 (other than holders who properly exercise rights of dissenting shareholders under Minnesota law) will be entitled to receive, upon proper surrender thereof to the Exchange Agent, together with a properly completed and duly executed letter of transmittal, the cash and/or other consideration as described in Section 3.1.3. Until so surrendered, each Certificate shall be deemed for all corporate purposes to evidence only the right to receive upon proper surrender (together with a properly completed and duly executed letter of transmittal) the cash and/or other consideration into which the holder thereof may exchange same.

3.2.2 Upon the Effective Time, the stock transfer books of DMI shall be closed and no transfer of shares of DMI Common Stock shall thereafter be made. Any cash or other consideration deposited with the Exchange Agent for the benefit of the holders of Certificates which remain unclaimed after the expiration of one year after the Effective Date shall be delivered to the Surviving Corporation by the Exchange Agent and, thereafter, the Exchange Agent shall not be liable to any person claiming the same. No interest shall accrue or be payable to or for the benefit of such holders with respect to any cash or other consideration held by the Exchange Agent or the Surviving Corporation. After the return to the Surviving Corporation by the Exchange Agent of unclaimed cash or other consideration, the Surviving Corporation shall, upon surrender to it of a Certificate, deliver to the holder thereof the cash and/or other consideration to which said holder shall be entitled pursuant to Section 3.1.3 hereof.

3.2.3 If any cash or other consideration is to be paid to a person other than the registered holder of the Certificate surrendered in exchange therefor, it shall be a condition of the payment thereof that the Certificate so surrendered shall be properly endorsed and otherwise in proper form for transfer and that the person requesting such exchange shall pay to the Exchange Agent any transfer or other taxes required by virtue of the payment of said consideration to a person other than the registered holder of the Certificate surrendered.

## **ARTICLE 4**

### **4.1 Effect of Merger.** When the Merger has been effected:

4.1.1 The separate existence of DMI shall cease and the corporate existence and corporate identity of the Surviving Corporation shall continue as the surviving corporation of the Merger.

4.1.2 The Surviving Corporation shall have the rights, privileges, immunities and powers, and shall be subject to all of the duties and liabilities, of a corporation under the FBCA.

4.1.3 The Surviving Corporation shall possess all of the rights, privileges, immunities and franchises, of a public as well as a private nature, of DMI, and all property, real (immovable), personal (movable), intangible and mixed, and all debts due on whatever accounts, including subscriptions to shares, and all other choses of action, and all and every other interest belonging to DMI, shall be taken and deemed to be transferred to and vested in the Surviving Corporation without act or deed.

4.1.4 The Surviving Corporation shall be responsible and liable for all liabilities and obligations of DMI, and any claim existing or action or proceeding pending by or threatened against DMI may be prosecuted as if the Merger had not taken place, and the Surviving Corporation may be substituted in its place. Neither the rights of creditors nor liens upon the property of DMI shall be impaired by the Merger.

## **ARTICLE 5**

5.1 **Counterparts.** This Agreement of Merger 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 **Dates of Shareholder Approval.** This Articles of Merger and Agreement and Plan of Merger, the Merger Agreement and the Merger were duly approved and adopted by (i) unanimous written consent of the sole shareholder of the Surviving Corporation dated as of April 29, 1996, and (ii) a majority of the shareholders of DMI pursuant to a special meeting of the shareholders of DMI held on April 29, 1996.

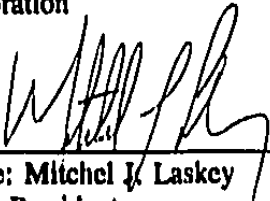
5.3 **Dates of Board of Director Approval.** This Articles of Merger and Agreement and Plan of Merger, the Merger Agreement and the Merger were duly approved and adopted by (i) unanimous written consent of the Board of Directors of the Surviving Corporation dated as of February 5, 1996, and (ii) unanimous vote of the Board of Directors of DMI at a meeting held on April 29, 1996.

IN WITNESS WHEREOF, each of the Constituent Corporations have caused this Agreement of Merger to be executed by their respective officers hereunto duly authorized, all as of the date first above written.

ATTEST:

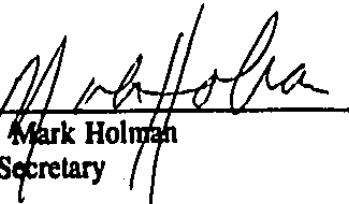
DMI ACQUISITION CORP., a Florida corporation

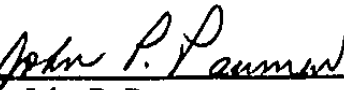
By:   
Name: David M. Pomerance  
Title: Secretary

By:   
Name: Mitchel J. Laskey  
Title: President

ATTEST:

DIMENSIONAL MEDICINE, INC., a Minnesota corporation

By:   
Name: Mark Holman  
Title: Secretary

By:   
Name: John P. Paumen  
Title: President

**CERTIFICATE OF THE SECRETARY  
OF  
DMI ACQUISITION CORP.**

I, **DAVID M. POMERANCE**, Secretary of DMI Acquisition Corp., a Florida corporation (the "Corporation"), hereby certify that:

1. The Articles of Merger and Agreement and Plan of Merger to which this Certificate is attached has been duly executed on behalf of the Corporation by its President and Secretary under the corporate seal of the Corporation.

2. The Articles of Merger and Agreement and Plan of Merger was approved and adopted by unanimous written consent of sole shareholder of the Corporation dated as of April 29, 1996.

IN WITNESS WHEREOF, the undersigned has executed this certificate as of April 29, 1996.

  
David M. Pomerance, Secretary

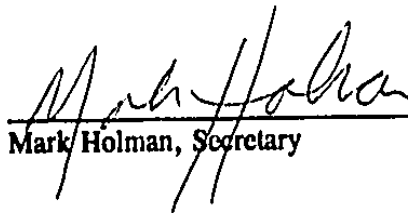
**CERTIFICATE OF THE SECRETARY  
OF  
DIMENSIONAL MEDICINE, INC.**

I, **MARK HOLMAN**, Secretary of Dimensional Medicine, Inc., a Minnesota corporation (the "Corporation"), hereby certify that:

1. The Articles of Merger and Agreement and Plan of Merger to which this Certificate is attached has been duly executed on behalf of the Corporation by its President and Secretary under the corporate seal of the Corporation.

2. The Articles of Merger and Agreement and Plan of Merger was approved and adopted by a vote of a majority of the shareholders of the Corporation pursuant to a special meeting of the shareholders held on April 29, 1996.

**IN WITNESS WHEREOF**, the undersigned has executed this certificate as of April 29, 1996.

  
\_\_\_\_\_  
Mark Holman, Secretary

P96000009527



FLORIDA DEPARTMENT OF STATE  
Sandra B. Mortham  
Secretary of State

ARTICLES OF MERGER  
Merger Sheet

.....  
MERGING:

DIMENSIONAL MEDICINE, INC., a Minnesota corporation, not qualified in  
Florida

INTO

**DMI ACQUISITION CORP.**, a Florida corporation, P96000009527

File date: April 30, 1996, effective May 1, 1996

Corporate Specialist: Karen Gibson

P96000009527

**ARTICLES OF MERGER  
Merger Sheet**

.....  
**MERGING:**

**DMI ACQUISITION CORP., a Florida corporation P96000009527**

**INTO**

**DYNAMIC HEALTHCARE TECHNOLOGIES, INC., a Florida corporation,  
P96000041145**

**File date: September 25, 1996**

**Corporate Specialist: Annette Hogan**