

P9600004145

ARTICLES OF MERGER
Merger Sheet

MERGING:

DYNACOR, INC., a Minnesota corporation, not qualified in Florida

INTO

DYNAMIC HEALTHCARE TECHNOLOGIES, INC., a Florida corporation,
P9600004145

File date: May 22, 1997

Corporate Specialist: Karen Gibson



THE UNITED STATES
CORPORATION
COMPANY

P96000041145

ACCOUNT NO. : 072100000032

REFERENCE : 401399 7129702

AUTHORIZATION :

COST LIMIT : \$ PREPAID

ORDER DATE : May 22, 1997

ORDER TIME : 10:16 AM

ORDER NO. : 401399-005

CUSTOMER NO: 7129702

CUSTOMER: Mr. Paul S. Glover
Dynamic Healthcare
101 Southhall Lane

Maitland, FL 32751

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-05/22/97--01086--023
****122.50 ****122.50

ARTICLES OF MERGER

DYNACOR, INC.

INTO

DYNAMIC HEALTHCARE
TECHNOLOGIES, INC.

PLEASE RETURN THE FOLLOWING AS PROOF OF FILING:

XX _____ CERTIFIED COPY
_____ PLAIN STAMPED COPY

CONTACT PERSON: Tonya C. Holliday

EXAMINER'S INITIALS: _____

FILED
97 MAY 22 PM 2:02
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

[Handwritten signature]

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 May 22, 1997 by and between Dynamic Healthcare Technologies, Inc., a Florida corporation (the "Surviving Corporation"), and Dynacor, Inc., a Minnesota corporation ("Dynacor"). The Surviving Corporation and Dynacor are sometimes hereinafter collectively referred to as "Constituent Corporations".

WITNESSETH:

WHEREAS, the Surviving Corporation is a corporation duly organized and existing under the laws of the State of Florida;

WHEREAS, Dynacor is a corporation duly organized and existing under the laws of the State of Minnesota;

WHEREAS, the Surviving Corporation, Dynacor and the shareholders of Dynacor have entered into a certain Merger Agreement dated as of May 16, 1997 (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 Dynacor 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, Dynacor shall be merged with and into the Surviving Corporation effective as of the time and date of the filing of these Articles of Merger with the Secretary of State of the State of Florida. 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 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) of the Minnesota Statutes and otherwise. As of the Effective Date, the separate corporate existence of Dynacor 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 Florida Business Corporation Act ("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.

3.1.2 Each share of Dynacor 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 Dynacor common stock which are outstanding immediately prior to the Effective Time shall exchange all of his, her or its shares of Dynacor common stock for shares of common stock of the Surviving Corporation 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 Sections 302A.473 of the Minnesota Statutes.

3.1.4 Each and every share of Dynacor common stock and other capital stock of Dynacor, 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 Dynacor common stock and/or other capital stock, securities, equity interests or profit participation rights with respect to Dynacor, 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, 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 Surviving Corporation, shares of common stock of the Surviving Corporation 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 shares of common stock of the Surviving Corporation into which the holder thereof may exchange same.

3.2.2 Upon the Effective Time, the stock transfer books of Dynacor shall be closed and no transfer of shares of Dynacor Common Stock shall thereafter be made. No interest shall accrue or be payable to or for the benefit of such holders with respect to any consideration held by the Surviving Corporation. No dividends or other distributions declared after the Effective Time with respect to shares of common stock of the Surviving Corporation and payable to the holder of record thereof after the Effective Time shall be paid to the holder of any unsurrendered certificates representing shares of Dynacor of such holder which were outstanding immediately prior to the Effective Time, until all such certificates shall be surrendered as provided herein. Upon the surrender of all such outstanding certificates, however, there shall be paid to the record holder of the certificate representing common stock of the Surviving Corporation issued in exchange for the shares of Dynacor's previously represented by the surrendered certificates, the aggregate amount of dividends and distributions, if any, which became payable after the Effective Time. No interest shall be payable on or in respect of the payment of such dividends on surrender of outstanding certificates.

ARTICLE 4

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

4.1.1 The separate existence of Dynacor 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 Dynacor, 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 Dynacor, 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 Dynacor, and any claim existing or action or proceeding pending by or threatened against Dynacor 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 Dynacor 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 unanimous written consent of Shareholders of Dynacor dated as of May 9, 1997. No Shareholder approval of the Surviving Corporation is required.

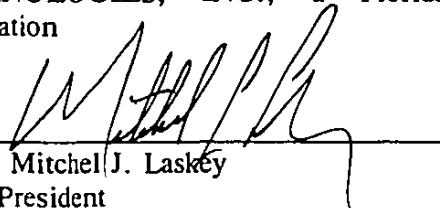
5.3 Dates of Board of Director Approval. This Articles of Merger and Agreement and Plan of Merger, the Merger Agreement and the Merger were duly approved and adopted by (i) unanimous written consent of the Board of Directors of the Surviving Corporation dated as of May 15, 1997, and (ii) by unanimous written consent of the Board of Directors of Dynacor dated as of May 9, 1997.

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.

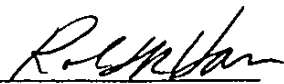
ATTEST:

By: 
Name: Paul S. Glover
Title: Assistant Secretary


DYNAMIC HEALTHCARE
TECHNOLOGIES, INC., a Florida
corporation

By: 
Name: Mitchel J. Laskey
Title: President

ATTEST:

By: 
Name: Robert R. Harris
Title: Secretary

DYNACOR, INC., a Minnesota corporation

By: 
Name: Craig T. Arnason
Title: President


**CERTIFICATE OF THE SECRETARY
OF
DYNAMIC HEALTHCARE TECHNOLOGIES, INC.**

I, **PAUL S. GLOVER**, Assistant Secretary of Dynamic Healthcare Technologies, Inc., 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 Assistant Secretary under the corporate seal of the Corporation.

2. The Articles of Merger and Agreement and Plan of Merger do not require the approval of the Shareholders of the Corporation.

IN WITNESS WHEREOF, the undersigned has executed this certificate as of May 22, 1997.



Paul S. Glover, Assistant Secretary


**CERTIFICATE OF THE SECRETARY
OF
DYNACOR, INC.**

I, Robert R. Harris, Secretary of Dynacor, 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 unanimous written consent of the shareholders of the Corporation dated as of May 9, 1997.

IN WITNESS WHEREOF, the undersigned has executed this certificate as of May 22, 1997.



Robert R. Harris, Secretary