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11/27/96

FLORIDA DIVISION OF CORPORATIONS
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TO: DIVISION OF CORPORATIONS FAX #: (904)922-4001
FROM: COHEN, BERKE, BERNSTEIN, BRODIE & KONDELL, P ACCT#: 075410000050
CONTACT: PEGGY MARINELLI
PHONE: (305)854-5900 FAX #: (305)857-9322

NAME: COMED ACQUISITION CORPORATION
AUDIT NUMBER.....H96000016776
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-PC 11-27-96

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56 MAY 27 1976
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**ARTICLES OF INCORPORATION
OF
COMED ACQUISITION CORPORATION**

The undersigned, acting as incorporator of **COMED ACQUISITION CORPORATION** (the "Corporation") under the Florida Business Corporation Act, adopts the following Articles of Incorporation.

ARTICLE I

NAME

The name of the Corporation is: **COMED ACQUISITION CORPORATION**

ARTICLE II

COMMENCEMENT OF EXISTENCE

The existence of the Corporation will commence on the date of filing of these Articles of Incorporation with the Secretary of State of the State of Florida.

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.

Prepared by:
James P. Moskosky, Esq.
FLORIDA BAR NO. 727008
2601 So. Bayshore Drive, 19th Fl.
Miami, Florida 33133
(305) 854-5900

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ARTICLE V

PRINCIPAL OFFICE

The street and mailing address of 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 one (1) director initially. The number of directors may be increased or diminished from time to time, as provided in the Bylaws. The name and address of the initial director is:

<u>Name</u>	<u>Address</u>
Mitchel J. Laskey	101 Southhall Lane, Suite 210 Maitland, Florida 32751

ARTICLE IX

INCORPORATOR

The name and street address of the incorporator is:

<u>Name</u>	<u>Address</u>
James P. Moskosky	c/o Cohen, Berke, Bernstein, Brodie & Kondell 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

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by him in connection with any such liability in the manner provided for by law or in accordance with the Corporation's Bylaws.

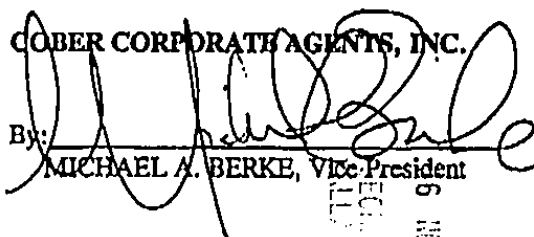
The rights accruing to any person under the foregoing provision shall not exclude any other right to which he may be lawfully entitled, nor shall anything therein contain or restrict the right of the Corporation to indemnify or reimburse such person in any proper case even though not specifically provided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

IN WITNESS WHEREOF, the undersigned incorporator has executed these Articles of Incorporation this 26th day of November, 1996.


JAMES P. MOSKOSKY, Incorporator

ACCEPTANCE OF APPOINTMENT AS REGISTERED AGENT

Having been designated as registered agent for COMED ACQUISITION CORPORATION 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: 
MICHAEL A. BERKE, Vice President

FILED
6 NOV 27 PM 2:10
FEB 1997

1201 HAYS STREET
TALLAHASSEE, FL 32301-2607
904-222-9171
904-222-0991 FAX

800-342-8006

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ACCOUNT NO. : 072100000032

REFERENCE : 191194 4321942

AUTHORIZATION :

COST LIMIT : \$ PPD

ORDER DATE : December 17, 1996

ORDER TIME : 10:39 AM

ORDER NO. : 191194-005

CUSTOMER NO: 4321942

CUSTOMER: Peggy Marinelli, Legal Asst
Cohen Berke Bernstein Brodie
19th Floor
2601 South Bayshore Drive
Miami, FL 33133

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ARTICLES OF MERGER

COMED ACQUISITION CORPORATION

INTO

COLLABORATIVE MEDICAL SYSTEMS
CORP.

PLEASE RETURN THE FOLLOWING AS PROOF OF FILING:

XXX CERTIFIED COPY
 PLAIN STAMPED COPY

CONTACT PERSON: Andrea C. Mabry
EXAMINER'S INITIALS: _____

M. HENDRICKS DEC 18 1996

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96 DEC 17 10 21
TALLAHASSEE, FL
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DIVISION OF CORPORATION

ARTICLES OF MERGER
Merger Sheet

MERGING:

COLLABORATIVE MEDICAL SYSTEMS, INC., A NON QUALIFIED
MASSACHUSETTS CORPORATION

INTO

COMED ACQUISITION CORPORATION which changed its name to
COLLABORATIVE MEDICAL SYSTEMS CORP., a Florida corporation,
P96000096657

File date: December 17, 1996

Corporate Specialist: Nancy Hendricks

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

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RECORDED
MASSACHUSETTS

This Articles of Merger and Agreement and Plan of Merger ("Agreement of Merger") is made as of December 17, 1996 by and between CoMed Acquisition Corporation, a Florida corporation (the "Surviving Corporation"), and Collaborative Medical Systems, Inc., a Massachusetts corporation ("CoMed"). The Surviving Corporation and CoMed 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, CoMed is a corporation duly organized and existing under the laws of the State of Massachusetts and, as of the date hereof, the authorized capital stock of CoMed consists of 12,500 shares of common stock, without par value per share ("CoMed Common Stock"), of which 380.10 shares are issued and outstanding;

WHEREAS, the Surviving Corporation, CoMed and certain shareholders of CoMed have entered into a certain Merger Agreement dated as of December 17, 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 CoMed 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, CoMed shall be merged with and into the Surviving Corporation effective as of 11:59 p.m. Eastern Standard Time on December 17, 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 the Commonwealth of Massachusetts articles of merger prepared and executed in accordance with Chapter 156B, Section 79 of the General Laws of Massachusetts, together with such other agreements and documents required to be filed by a foreign surviving corporation pursuant to Chapter 181, Section 4 of the Massachusetts General Laws and otherwise. As of the Effective Date, the separate corporate existence of CoMed 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"). The changes to the Surviving Corporation's Articles of Incorporation, which shall take place on the Effective Date are as follows:

"ARTICLE I NAME

The name of the Corporation is: Collaborative Medical Systems Corp."

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 CoMed 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 CoMed Common Stock which are outstanding immediately prior to the Effective Time shall exchange all of his, her or its shares of CoMed Common Stock for shares of DHT common stock and cash 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 85 of Chapter 156B of the General Laws of Massachusetts. The procedures regarding the assertion of dissenters' rights shall be conducted in accordance with Sections 86 to 98, inclusive, of Chapter 156B of the General Laws of Massachusetts.

3.1.4 Each and every share of CoMed Common Stock and other capital stock of CoMed, 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 CoMed Common Stock and/or other capital stock, securities, equity interests or profit participation rights with respect to CoMed, 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 Massachusetts law] will be entitled to receive, upon proper surrender thereof to the Surviving Corporation, shares of DHT capital stock and the cash 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 DHT capital stock and the cash into which the holder thereof may exchange same.

3.2.2 Upon the Effective Time, the stock transfer books of CoMed shall be closed and no transfer of shares of CoMed 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 cash or other consideration held by the Surviving Corporation. No dividends or other distributions declared after the Effective Time with respect to shares of DHT capital stock 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 CoMed 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 DHT capital stock issued in exchange for the shares of CoMed'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 CoMed 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 CoMed, 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 CoMed, 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 CoMed, and any claim existing or action or proceeding pending by or threatened against CoMed 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 CoMed 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) the sole shareholder of the Surviving Corporation at a meeting of its board of directors held on December 11, 1996, and (ii) unanimous written consent of the shareholders of CoMed dated as of December 17, 1996.

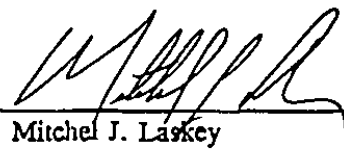
5.3 **Dates of Board of Director Approval.** This Articles of Merger and Agreement and Plan of Merger, the Merger Agreement and the Merger were duly approved and adopted by (i) unanimous written consent of the Board of Directors of the Surviving Corporation dated as of December 11, 1996, and (ii) the Board of Directors of CoMed at a meeting held on December 11, 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:


**COMED ACQUISITION
CORPORATION, a Florida corporation**

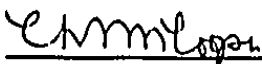
By: 
Name: Mitchel J. Laskey
Title: Secretary

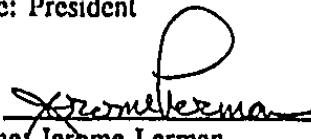
By: 
Name: Mitchel J. Laskey
Title: President

ATTEST:

COLLABORATIVE MEDICAL
SYSTEMS, INC., a Massachusetts
corporation

By: 
Name: Abbott L. Reichlin
Title: Clerk

By: 
Name: Charles M. Cooper
Title: President

By: 
Name: Jerome Lerman
Title: Treasurer

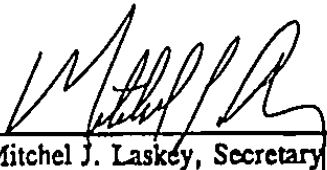
**CERTIFICATE OF THE SECRETARY
OF
COMED ACQUISITION CORPORATION**

I, **MITCHEL J. LASKEY**, Secretary of CoMed Acquisition Corporation, 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 the sole shareholder of the Corporation at a meeting held on December 11, 1996.

IN WITNESS WHEREOF, the undersigned has executed this certificate as of December 17, 1996.



Mitchel J. Laskey, Secretary

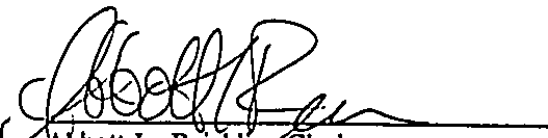
**CERTIFICATE OF THE CLERK
OF
COLLABORATIVE MEDICAL SYSTEMS, INC.**

I, ABBOTT L. REICHLIN, Clerk of Collaborative Medical Systems, Inc., a Massachusetts 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, Treasurer and Clerk 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 December 17, 1996.

IN WITNESS WHEREOF, the undersigned has executed this certificate as of December 17, 1996.


Abbott L. Reichlin, Clerk