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**CORPORATE
ACCESS,
INC.**

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1.) *IMHC Management, Inc.*
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ARTICLES OF MERGER
Merger Sheet

MERGING:

IMHC MANAGEMENT, INC., a Florida corporation, P94000086057

into

MEDPARTNERS, INC., a Delaware corporation F96000000770

File date: April 25, 1997

Corporate Specialist: Joy Moon-French

**ARTICLES OF MERGER
OF
IMHC MANAGEMENT, INC.
INTO
MEDPARTNERS, INC.**

FILED

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SECRETARY OF STATE
TALLAHASSEE FLORIDA

Pursuant to the provisions of Section 607.1105 of the Business Corporation Act of Florida (hereinafter referred to as the "Act"), the undersigned corporation does hereby certify that:

First: IMHC Management, Inc., a Florida corporation, will merge (the "Merger") into MedPartners, Inc., a Delaware corporation.

Second: The laws of the State under which such foreign corporation is organized permit such Merger and such foreign corporation is complying with those laws in effecting the Merger.

Third: The name of the Surviving Corporation is MedPartners, Inc., a Delaware corporation, and it is complying with the applicable provisions of Sections 607.1101 - 607.1105 of the Act.

Fourth: The Plan of Merger is as follows:

1. The name of each of the constituent corporations of the Merger is as follows: IMHC Management, Inc., a Florida corporation, which is the merging corporation, and MedPartners, Inc., a Delaware corporation, which is the surviving corporation.

2. Effective upon issuance of the Certificates of Merger by the Secretary of State of Florida and the Secretary of State of Delaware, IMHC Management, Inc. (hereinafter referred to as "Practice" or the "Merging Corporation") hereby merges into MedPartners, Inc. (hereinafter referred to as "MedPartners" or the "Surviving Corporation"), and the Surviving Corporation shall be the surviving corporation resulting from said Merger.

Until altered, amended or repealed, as therein provided, the Certificate of Incorporation and Bylaws of MedPartners in effect as of the date of these Articles of Merger, shall continue to be the Certificate of Incorporation and Bylaws of the Surviving Corporation.

The Board of Directors of MedPartners as of the date of these Articles of Merger shall continue to be the Board of Directors of the Surviving Corporation until their successors are duly elected and qualified.

The principal office of MedPartners shall be the principal office of the Surviving Corporation as of the date of the Articles of Merger.

The Merging Corporation and Surviving Corporation shall each pay all the costs and expenses incurred by it to carry these Articles of Merger into effect and to accomplish the Merger. Upon the effectiveness of the Articles of Merger, the Surviving Corporation shall succeed by operation of law to the assets, operations and liabilities of the Practice.

3. The manner of converting the outstanding capital shares of the Merging Corporation shall be as follows:

(a) Upon the effective date of the Merger (the "Closing Date"), by virtue of the Merger and without any further action on the part of the shareholders, all of the outstanding shares of the Practice (the "Practice Shares") will be converted into the Merger Consideration as hereinafter defined; provided, however, that (a) no fractional shares of the MedPartners Common Stock constituting the Merger Consideration shall be issued, and (b) each share of the Practice Shares held by any shareholder exercising dissenter's rights shall, in lieu of being converted into the Merger Consideration, represent solely the right of the holder thereof to receive from MedPartners cash in an amount equal to the fair value of such shares. Merger Consideration shall be shares of MedPartners Common Stock with an aggregate share value of \$8,300,000 at the effective date of the Merger, and \$1,860,577 in cash to be paid by MedPartners to the shareholders of the Practice. Except as provided herein, each share of Practice Shares outstanding on the Closing Date shall be exchanged for and converted into that number of shares of the MedPartners Common Stock and cash determined by dividing 362,445 shares of MedPartners Common Stock and \$1,860,577 by the number of Association Shares. Notwithstanding the foregoing, at the effective date of the Merger, MedPartners shall retain shares of MedPartners Common Stock with an aggregate share value of \$830,000 (36,244 shares) at the effective date of the Merger (the "Adjustment Shares"), subject to the Post Closing Adjustment as defined below.

(b) A statement of the closing date net worth will be prepared by the Practice in accordance with GAAP on an accrual basis, applied on a basis consistent with previous financial statements of the Practice. In connection with the preparation of such statement, the accounts receivable to be collected within 120 days of the closing date shall be estimated by MedPartners, and such estimate shall be delivered to the Practice as soon as practicable after the Closing Date. A preliminary draft of such statement shall be prepared and delivered to the Practice's shareholder representative and MedPartners, together with the Practice's work papers, as promptly as practicable after the Closing Date, but in no event later than 30 days after the Closing Date (the "Preliminary Statement").

Representatives of MedPartners and Ernst & Young LLP, MedPartners's independent public accountants ("E & Y"), shall be entitled to review the workpapers of the Practice in connection with their review of the Preliminary Statement. Within sixty (60) days after the receipt by MedPartners of the Preliminary Statement, E & Y and/or MedPartners may propose any adjustments thereto which they deem to be required by GAAP, applied as set forth above. MedPartners and the Practice shall cooperate promptly and in good faith for the purpose of resolving any proposed adjustments.

In the event any disagreement between the parties regarding the Preliminary Statement is not resolved before the date which is ninety (90) days after the receipt by MedPartners of the Preliminary Statement, such firm of independent public accountants as may be mutually acceptable to MedPartners and the Practice's shareholder representative, will be promptly engaged to render within sixty (60) days after being engaged, an opinion regarding the issue or issues in dispute on the statement of the closing date net worth, and such opinion shall be binding on the parties hereto. MedPartners shall pay the fees of E & Y and the Practice shall pay the fees and expenses of Practice's auditors. Each of MedPartners and the Practice will pay one-half of the fees and expenses of such independent public accounting firm, if any.

(c) One hundred twenty days after the Closing Date, or as soon thereafter as is practicable, a final statement shall be prepared by MedPartners by adjusting the Preliminary Statement and opinion for the exact amount of accounts receivable of the Practice collected between the Closing Date and one hundred twenty days after the Closing Date (the "Final Statement"). In the event that the *Final Statement* indicates a net worth deficiency, then MedPartners shall (a) deduct from the Adjustment Shares that number of whole shares of MedPartners Common Stock equal to the amount of the net worth deficiency multiplied by the Closing Date share value and (b) distribute at the end of a time period of not more than twenty-four months the remaining Adjustment Shares to the shareholders. In the event that the final statement indicates a net worth surplus, then MedPartners shall distribute to the shareholders, at the end of not more than twenty-four months, whole shares of MedPartners Common Stock having a Closing Date share value equal to the net worth surplus.

(d) The shares of MedPartners Common Stock to be delivered proportionally to the Practice shareholders pursuant to these Articles of Merger shall not be registered under the Securities Act of 1933.

Fifth: The Plan and Agreement of Merger was adopted by the shareholders of IMHC Management, Inc. on the 27 day of March, 1997.

Sixth: Pursuant to Section 607.1103(7) of the Act, action by the shareholders of MedPartners, Inc. was not required. The Plan and Agreement of Merger was adopted by the Board of directors of MedPartners, Inc. on the 27 day of March, 1997.

Seventh: The effective date of this Merger shall be the date on which these Articles of Merger are filed with the Secretary of State of Florida and the Certificate of Merger is filed with the Secretary of State of Delaware.

Dated this 27 day of March, 1997.

IMHC MANAGEMENT, INC.

By: Thomas R. Givittella, M.D.

Its: President

MEDPARTNERS, INC.

By: _____

Its: _____

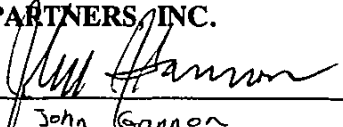
Dated this _____ day of March, 1997.

IMHC MANAGEMENT, INC.

By: _____

Its: _____

MEDPARTNERS, INC.

By: 

Its: John Gannon
President - Eastern Operations