

**CORPORATE
ACCESS,
INC.**

1116-D Thomasville Road . Mount Vernon Square . Tallahassee, Florida 32303

P.O. Box 37066 (32315-7066) ~ (904) 222-2666 or (800) 969-1666 - Fax (904) 222-1666

WALK IN

PICK UP

10/23/97

☐ CERTIFIED COPY

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☒ PHOTO COPY

☒ FILING

1.) Promedco of Sarasota, Inc.
(CORPORATE NAME & DOCUMENT #)

2.) IMG, Inc.
(CORPORATE NAME & DOCUMENT #)

3.) Messer & name change
(CORPORATE NAME & DOCUMENT #)

4.) 500002327775--4
(CORPORATE NAME & DOCUMENT #)

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SPECIAL INSTRUCTIONS

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97 OCT 23 PM 12:47
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

FILED

RECEIVED
97 OCT 23 AM 10:26
DIVISION OF CORPORATION

Name	10/24/97
Availability	
Document	10/11/97
Expiry	
Updated	10/11/97
Version	10/11/97

P93000087265

ARTICLES OF MERGER
Merger Sheet

MERGING: _____

PROMEDCO OF SARASOTA, INC., a Florida corporation P97000078670

INTO

IMG, INC. which changed its name to

PROMEDCO OF SARASOTA, INC., a Florida corporation, P93000087265.

File date: October 23, 1997

Corporate Specialist: Annette Hogan



FLORIDA DEPARTMENT OF STATE
Sandra B. Mortham
Secretary of State

October 23, 1997

Corporate Access, Inc.
1116-D Thomasville Rd.
Mount Vernon Square
Tallahassee, FL 32303

SUBJECT: IMG, INC.
Ref. Number: P93000087265

We have received your document for IMG, INC. and your check(s) totaling \$70.00. However, the enclosed document has not been filed and is being returned for the following correction(s):

Please remove Exhibit A and delete the reference to the by-laws on page 2, fourth paragraph #2 (Plan and Agreement of Merger). The Secretary of State's office does not file by-laws.

If you have any questions concerning the filing of your document, please call (850) 487-6907.

Annette Hogan
Corporate Specialist

Letter Number: 497A00051771

10/24/97
Annette Hogan
Corporate Specialist
RECEIVED
OCT 24 AM 9 31
DIVISION OF CORPORATIONS
TALLAHASSEE, FLORIDA

ARTICLES OF MERGER

MERGING

PROMEDCO OF SARASOTA, INC.
(a Florida corporation)

INTO

IMG, INC.
(a Florida corporation)

FILED
97 OCT 23 PM 12:47
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

Pursuant to the provision of Section 607.1105 of the Florida 1989 Business Corporation Act (the "Act"), the undersigned corporations do hereby certify:

FIRST: That the name and state of incorporation of the merging corporation is ProMedCo of Sarasota, Inc., a Florida corporation (the "Merging Corporation").

SECOND: That the name and state of incorporation of the surviving corporation is IMG, Inc., a Florida corporation (the "Surviving Corporation").

THIRD: That attached hereto is a true and correct copy of the Plan and Agreement of Merger between the Merging Corporation and the Surviving Corporation (the "Plan of Merger"), by which the Merging Corporation shall merge with and into the Surviving Corporation (the "Merger"), and the Surviving Corporation shall assume all of the Merging Corporation's liabilities and obligations.

FOURTH: That the shareholders and directors of the Merging Corporation and the Surviving Corporation each have duly approved the Merger by joint unanimous written consent dated October 6, 1997.

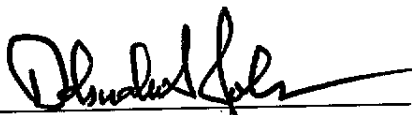
FIFTH: That the effective date of the Merger shall be upon filing with the Secretary of State of Florida.

IN WITNESS WHEREOF, the undersigned have caused these Articles to be executed as of the 15th day of October, 1997.

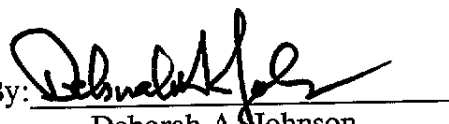
ProMedCo of Sarasota, Inc.

IMG, Inc.

By:


Deborah A. Johnson
Vice President

By:


Deborah A. Johnson
Vice President

PLAN AND AGREEMENT OF MERGER

Pursuant to Section 607.1102 of the Florida 1989 Business Corporation Act, as amended, the undersigned parties enter into this Plan and Agreement of Merger as of the 6th day of October, 1997.

FIRST: The name of the corporation to be merged into the Surviving Corporation is ProMedCo of Sarasota, Inc., a Florida corporation (the "Merging Corporation").

SECOND: The name of the surviving corporation into which the Merging Corporation will be merged is IMG, Inc., a Florida corporation (the "Surviving Corporation").

THIRD: The manner and basis of converting the shares of the Merging Corporation into shares of the Surviving Corporation or into cash or other property or consideration to be paid or delivered upon surrender of each share of the Merging Corporation is as follows:

1. Each share of the authorized and issued \$1.00 par value common stock of the Surviving Corporation (100,000 shares authorized 1900 shares issued) shall, upon the Effective Date of the merger shall, without further action, be canceled. All treasury shares shall also be canceled.

2. Upon the Effective Date of the Merger, without further action, each share of the issued and outstanding common stock of the Merging Corporation shall be exchanged for .01 shares of the \$.01 par value common stock of the Surviving Corporation, 1000 share of which shall, by the filing of this merger, be authorized for issuance in conjunction with the merger as of the Effective Date of the merger.

3. On the Effective Date, all of the shares of the issued and outstanding common stock of the Merging Corporation shall upon being exchanged by the shareholders of the Merging Corporation for the consideration set forth above, be canceled.

FOURTH: Other provisions with regard to the merger are as follows:

1. The effective date of the merger is to be upon filing with the Secretary of State of Florida (the "Effective Date").

2. On the Effective Date, by the filing of the merger with the Secretary of State of Florida without further action, the Articles of Incorporation of the Surviving Corporation as they exist on such date shall be repealed and the Restated Articles of Incorporation attached as Exhibit A adopted by the Surviving Corporation.


3. By operation of the Restated Articles of Incorporation the name of Surviving Corporation shall be changed to "ProMedCo of Sarasota, Inc." the current name of the Merging Corporation.

5. On the Effective Date, the corporate existence of the Merging Corporation shall terminate, and the Surviving Corporation shall possess all the rights, privileges, immunities and franchises, of a public as well as a private nature, of the Merging Corporation and the Surviving Corporation, and all property, real, personal and mixed, all debts due on whatever account including subscriptions to shares, all security interests, and all other choses in action, and all and every other interest, of or belonging to or due to the Merging Corporation shall be taken and deemed to be transferred to and vested in the Surviving Corporation without further act or deed. Such transfer to and vesting in the Surviving Corporation shall be deemed to occur by operation of law, and no consent or approval of any other person shall be required in connection with any such transfer or vesting unless such consent or approval is specifically required by express provision in a contract, agreement, decree, order or other instrument to which the Merging Corporation or the Surviving Corporation is a party or by which either of them is bound.

7. If, at any time after the Effective Date, the Surviving Corporation shall consider or be advised that any instruments or further assurances are necessary or desirable in order to evidence the vesting in the Surviving Corporation of the title of any of the Merging Corporation's property, rights, privileges, powers, franchises or immunities, then the last acting officers of the Merging Corporation or the officers of the Surviving Corporation, or both, as the case may be, are hereby authorized to execute and acknowledge all such instruments of further assurance and to do such other acts or things in the name of such corporations as may be requisite or desirable to carry out the intent and purposes of this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement to be effective as of the 6th day of October, 1997.

IMG, Inc.

By: 
Deborah A. Johnson
Vice President

ProMedCo of Sarasota, Inc.

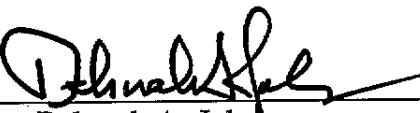
By: 
Deborah A. Johnson
Vice President

EXHIBIT A

**RESTATED
ARTICLES OF INCORPORATION
OF**

**PROMEDCO OF SARASOTA, INC.
(Formerly Known as IMG, Inc. which is Formerly Known
as Intercoastal Medical Group, Inc.)**

The undersigned natural person of the age of eighteen years or more, acting as incorporator of a corporation under the Florida 1989 Business Corporation Act, as amended, (the "Florida Act") hereby adopts the following charter for such corporation:

ARTICLE ONE

The name of the Corporation is ProMedCo of Sarasota, Inc.

ARTICLE TWO

The period of its duration is perpetual.

ARTICLE THREE

The corporation is for profit.

ARTICLE FOUR

The purpose for which the Corporation is organized is to engage in the transaction of any or all lawful business for which corporations may be incorporated under the Florida Act.

ARTICLE FIVE

The aggregate number of shares which the Corporation shall have authority to issue is One Thousand (1,000) shares common stock with a par value of \$.01 per share.

ARTICLE SIX

The street address of its initial registered office is 1201 Hays Street, Tallahassee, Florida 32301 and the name of its initial registered agent at such address is Corporation Service Company.

ARTICLE SEVEN

The complete address of the corporation's principal office is 801 Cherry Street, Suite 1450, Fort Worth, Texas 76102.

ARTICLE EIGHT

Election of the Directors need not be by written ballot unless the Bylaws of the corporation shall so provide.

ARTICLE NINE

To the fullest extent permitted by Florida law, a director of the Corporation shall not be personally liable to the Corporation or its stockholders for monetary damages for breach of fiduciary duty as a director, except for liability (i) for any breach of the director's duty of loyalty to the Corporation or its stockholders, (ii) for acts or omissions not in good faith or which involve intentional misconduct or a knowing violation of law, (iii) under Section 607.0831 of the Florida Act, or (iv) for any transaction from which the director derives an improper personal benefit. If the Florida Act is amended hereafter to authorize corporate action further eliminating or limiting the personal liability of directors, then the liability of a director of the Corporation shall be eliminated or limited to the fullest extent permitted by the Florida Act, as so amended.

Any repeal or modification of the foregoing paragraph by the stockholders of the Corporation shall not adversely affect any right or protection of a director of the Corporation existing at the time of such repeal or modification.

ARTICLE TEN

A. Rights to Indemnification. Each person who was or is made a party or is threatened to be made a party to or is otherwise involved in any action, suit or proceeding, whether civil, criminal, administrative or investigative (hereinafter a "proceeding"), by reason of the fact that he or she, or a person of whom he or she is the legal representative, is or was a director or officer of the Corporation or is or was serving at the request of the Corporation as a director or officer of another corporation or of a partnership, joint venture, trust or other enterprise, including service with respect to an employee benefit plan (hereinafter an "indemnatee"), whether the basis of such proceeding is alleged action in an official capacity as a director or officer or in any other capacity while serving as a director or officer, shall be indemnified and held harmless by the Corporation to the fullest extent authorized by the Florida Act as the same exists or may hereafter be amended (but, in the case of any such amendment, only to the extent that such amendment permits the Corporation to provide broader indemnification rights than permitted prior thereto), against all expense, liability and loss (including, without limitation, attorneys' fees, judgments, fines, excise taxes or penalties and amounts paid or to be paid in settlement) incurred or suffered by such indemnitee in connection therewith and such

indemnification shall continue with respect to an indemnitee who has ceased to be a director or officer and shall inure to the benefit of the indemnitee's heirs, executors and administrators; provided, however, that except as provided in paragraph (B) of this Article Eleven with respect to proceedings to enforce rights to indemnification, the Corporation shall indemnify any such indemnitee in connection with a proceeding initiated by such indemnitee only if such proceeding was authorized by the Board of Directors of the Corporation. The right to indemnification conferred in this Article Eleven shall be a contract right and shall include the right to be paid by the Corporation the expenses incurred in defending any such proceeding in advance of its final disposition (hereinafter an "advancement of expenses"); provided, however, that, if the Florida Act requires, an advancement of expenses incurred by an indemnitee shall be made only upon delivery to the Corporation of an undertaking (hereinafter an "undertaking"), by or on behalf of such indemnitee, to repay all amounts so advanced if it shall ultimately be determined by final judicial decision from which there is no further right to appeal (hereinafter a "final adjudication") that such indemnitee is not entitled to be indemnified for such expenses under this Article Eleven or otherwise.

B. Right of Indemnitee to Bring Suit. If a claim under paragraph (A) of this Article Eleven is not paid in full by the Corporation within sixty days after a written claim has been received by the Corporation (except in the case of a claim for an advancement of expenses, in which case the applicable period shall be twenty days), the indemnitee may at any time thereafter bring suit against the Corporation to recover the unpaid amount of the claim. If successful in whole or in part in any such suit, the indemnitee shall also be entitled to be paid the expense of prosecuting or defending such suit. In (i) any suit brought by the indemnitee to enforce a right to indemnification hereunder (but not a suit brought by the indemnitee to enforce a right to an advancement of expenses) it shall be a defense that, and (ii) in any suit by the Corporation to recover an advancement of expenses pursuant to the terms of an undertaking, the Corporation shall be entitled to recover such expenses upon a final adjudication that, the indemnitee has not met the applicable standard of conduct set forth in the Florida Act. Neither the failure of the Corporation (including its Board of Directors, independent legal counsel or its stockholders) to have made a determination prior to the commencement of such suit that indemnification of the indemnitee has met the applicable standard of conduct set forth in the Florida Act, nor an actual determination by the Corporation (including its Board of Directors, independent legal counsel or its stockholders) that the indemnitee has not met such applicable standard of conduct, in the case of such a suit brought by the indemnitee, shall be a defense to such suit. In any suit brought by the indemnitee to enforce a right to indemnification or to an advancement of expenses hereunder or by the Corporation to recover an advancement of expenses pursuant to the terms of an undertaking, the burden of proving that the indemnitee is not entitled under this Article Eleven or otherwise to be indemnified, or to such advancement of expenses, shall be on the Corporation.

C. Non-Exclusivity of Rights. The rights to indemnification and to the advancement of expenses conferred in this Article Eleven shall not be exclusive of any other right which any person may have or hereafter acquire under these Articles of Incorporation or any Bylaw, agreement, vote of stockholders or disinterested directors or otherwise.

D. Insurance. The Corporation may maintain insurance, at its expense, to protect itself and any indemnitee against any expense, liability or loss, whether or not the Corporation would have the power to indemnify such person against such expense, liability or loss under the Florida Act.

E. Indemnity of Employees and Agents of the Corporation. The Corporation may, to the extent authorized from time to time by the Board of Directors, grant rights to indemnification and to the advancement of expenses to any employee or agent of the Corporation to the fullest extent of the provisions of this Article Eleven or as otherwise permitted under the Florida Act with respect to the indemnification and advancement of expenses of directors and officers of the Corporation.

ARTICLE ELEVEN

The Bylaws of the Corporation may be altered, amended or repealed or new Bylaws may be adopted by the board of directors.

IN WITNESS WHEREOF, these Restated Articles of Incorporation have been duly approved by Joint Written Consent of the Board of Directors and Shareholders dated October 6, 1997, to be effective as of the effective date of the Articles of Merger with attached Plan and Agreement of Merger to which these Restated Articles of Incorporation are attached.