

P95000054934

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00 MAY -1 PM 4:04
SECRETARY OF STATE
TALLAHASSEE, FLORIDA
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May 1, 2000

Merger

VIA HAND DELIVERY

Secretary of State
Gaines Street
Tallahassee, FL

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-05/01/00--01032--014
*****78.75 *****78.75

Dear Clerk:

Enclosed are Articles of Merger and Plan of Merger for **Adesso Acquisition Corp.** (P00000033494) and **Total Therapeutic Management, Inc.** (P95000054934), together with a check in the amount of \$78.75 to cover the filing fees and obtaining a certified copy of the filing documents.

PLEASE CONTACT THIS OFFICE WHEN THESE DOCUMENTS ARE READY FOR PICK UP. Thank you for your attention to this matter.

Very truly yours,

Patricia Tassinari, CLA, CFLA
Litigation Paralegal

RECEIVED
00 MAY -1 PM 1:47
DEPARTMENT OF STATE
DIVISION OF CORPORATIONS
TALLAHASSEE, FLORIDA

*ADR
5/1/00*

ARTICLES OF MERGER
Merger Sheet

MERGING:

ADESSO ACQUISITION CORP., a Florida corporation P00000033494

INTO

TOTAL THERAPEUTIC MANAGEMENT, INC., a Florida entity, P95000054934

File date: May 1, 2000

Corporate Specialist: Annette Ramsey

FILED
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SECRETARY OF STATE
TALLAHASSEE, FLORIDA

**ARTICLES OF MERGER
BETWEEN
ADESSO ACQUISITION CORP.
AND
TOTAL THERAPEUTIC MANAGEMENT, INC.**

Pursuant to Section 607.1105 of the Florida Business Corporation Act, Adesso Acquisition Corp., a Florida corporation (the "Merging Corporation"), and Total Therapeutic Management, Inc., a Florida corporation (the "Surviving Corporation"), hereby adopt the following Articles of Merger for the purpose of effecting the merger of the Merging Corporation into the Surviving Corporation (the "Merger"), which will be the surviving corporation in the Merger.

ARTICLE I

The Plan of Merger, as contained in the Merger Agreement (the "Merger Agreement") dated April 28, 2000, by and among Adesso Healthcare Technology Services, Inc., a California corporation, Surviving Corporation, Merging Corporation, Heriberto N. Perez, Bharat B. Patel, Thomas Stacy and Management & Capital, LLC, a Georgia limited liability company, effecting the Merger of the Merging Corporation with and into the Surviving Corporation, is attached hereto and made a part of these Articles of Merger as Exhibit "A" (the "Plan of Merger").

ARTICLE II

The effective date of the Merger shall be May 1, 2000.

ARTICLE III


The Merger Agreement, including the Plan of Merger constituting a part thereof, was adopted and approved by the Surviving Corporation by the unanimous written consent of its Board of Directors and its shareholders, on April 28, 2000. The Merger Agreement, including the Plan of Merger constituting a part thereof, was adopted and approved by the Merging Corporation by the unanimous written consent of its Board of Directors and its sole shareholder, on April 27, 2000.

ARTICLE IV

This document may be executed in multiple counterparts, each of which shall be deemed an original and all of which taken together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the undersigned have executed these Articles of Merger as of the 28th day of April, 2000.

Adesso Acquisition Corp., a Florida corporation

By:  _____
Brian K. Bernard, President

Total Therapeutic Management, Inc., a Florida corporation

By: _____
Bharat B. Patel, President

ARTICLE IV

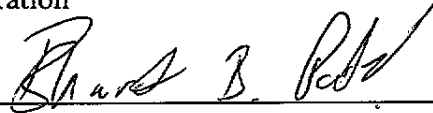
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IN WITNESS WHEREOF, the undersigned have executed these Articles of Merger as of the 28th day of April, 2000.

Adesso Acquisition Corp., a Florida corporation

By: _____
Brian K. Bernard, President

Total Therapeutic Management, Inc., a Florida corporation

By:  _____
Bharat B. Patel, President

PLAN OF MERGER

1. THE MERGER.

1.1. The Merger. Subject to the terms and conditions of the Merger Agreement, in accordance with the Florida Business Corporation Act ("FBCA"), at the Effective Time (as defined in Section 1.2), Adesso Acquisition Corp., a Florida corporation ("Newco"), shall be merged with and into Total Therapeutic Management, Inc. (the "Company") (the "Merger"), and Company shall survive the Merger and shall continue its corporate existence under the laws of the State of Florida (Company in its capacity as the corporation surviving the Merger is sometimes referred to herein as the "Surviving Corporation"). Upon consummation of the Merger, the separate corporate existence of Newco shall terminate and the name of Surviving Corporation shall continue to be "Total Therapeutic Management, Inc." The Merger shall have the effects set forth in Section 607.1106 of the FBCA.

1.2. Effective Time. Articles of Merger shall be filed with the Department of State of the State of Florida on or before May 1, 2000, and the Merger shall become effective on May 1, 2000 (the "Effective Time").

1.3. Conversion of Company Common Stock; Treatment of Newco Common Stock.

1.3.(a) At the Effective Time, by virtue of the Merger and without any action on the part of Company or the holder of any securities of Company, all of the shares of the common stock, no par value, of Company ("Company Common Stock") issued and outstanding immediately prior to the Effective Time (other than shares canceled pursuant to Section 1.3(c) shall be converted into the right to receive (i) shares of Series E Preferred Stock, no par value ("Series E Adesso Preferred Stock"), of Adesso Healthcare Technology Services, Inc., a California corporation ("Adesso"), as set forth on Schedule 3.1.(f) hereto, plus (ii) Contingent Shares (as defined in Section 2.1) as contemplated in Article 2 (such right is referred to as the "Contingent Payment Right"). (The consideration described in clauses (i) and (ii) above is collectively referred to as the "Common Stock Merger Consideration" and the portion of the Common Stock Merger Consideration excluding the Contingent Payment Right is referred to herein as the "Closing Common Stock Merger Consideration.") The Contingent Shares, if any, shall be payable in the manner provided in Section 2.2. No fractional shares of Series E Adesso Preferred Stock shall be issued, but in lieu thereof any Shareholder who would otherwise be entitled to receive a fraction of a share of Series E Adesso Preferred Stock shall receive an amount of cash equal to the product of (i) the fraction of a share of Series E Adesso Preferred Stock to which such holder would otherwise be entitled, multiplied by (ii) \$16.80.

1.3.(b) All of the shares of the Company Common Stock converted into the right to receive the Common Stock Merger Consideration pursuant to this Article 1 shall no longer be outstanding and shall automatically be canceled and shall cease to

exist as of the Effective Time, and each certificate previously representing any such share of Company Common Stock (each a "Company Common Stock Certificate") shall thereafter represent only the right to receive, upon surrender thereof to Adesso, the Common Stock Merger Consideration. Company Common Stock Certificates previously representing shares of Company Common Stock shall be exchanged for certificates representing shares of Series E Adesso Preferred Stock in accordance with Section 1.7. Notwithstanding any other provision of this Agreement, (i) until holders of certificates theretofore representing shares of Company Common Stock have surrendered them for exchange as provided herein, no dividends shall be paid with respect to any Series E Adesso Preferred Stock represented by such certificates, and (ii) without regard to when such certificates representing shares of Company Common Stock are surrendered for exchange as provided herein, no interest shall be paid on any Series E Adesso Preferred Stock dividends. Upon surrender of a certificate which immediately prior to the Closing represented shares of Company Common Stock, there shall be paid to the holder of such certificate the amount of any dividends which theretofore became payable, but which were not paid by reason of the foregoing, with respect to the number of whole shares of Series E Adesso Preferred Stock represented by the certificate or certificates issued upon such surrender.

1.3.(c) At the Effective Time, all shares of Company Common Stock that are owned by Company as treasury stock shall be canceled and shall cease to exist, and no consideration shall be delivered in exchange therefor.

1.3.(d) At and after the Effective Time, each share of common stock, par value \$0.01 per share, of Newco issued and outstanding immediately prior to the Effective Time shall be converted into and become one validly issued, fully paid and nonassessable share of common stock of Surviving Corporation. Each stock certificate of Newco shall continue to evidence ownership of such shares of common stock of Surviving Corporation.

1.4. Articles of Incorporation. The Articles of Incorporation of Company in effect as of the Effective Time shall be the Articles of Incorporation of Surviving Corporation after the Merger until thereafter amended as provided therein and under applicable law.

1.5. Bylaws. The Bylaws of Company in effect as of the Effective Time shall be the Bylaws of Surviving Corporation after the Merger until thereafter amended as provided therein and under applicable law, except that Article II, Section 2, of the Company's Bylaws shall be amended in its entirety to read as follows:

2. QUALIFICATIONS AND NUMBER. A director need not be a shareholder, a citizen of the United States, or a resident of the State of Florida. The number of directors of the Corporation shall be three (3), and such number may be increased or decreased by the Board of Directors or the shareholders of the Corporation; provided, however, that the number of directors of the Corporation shall not be less than one (1) nor more than nine (9).

1.6. Directors and Officers. The directors and officers of Newco as of the Effective Time shall be the directors and officers of Surviving Corporation after the Merger, to serve thereafter in accordance with applicable law and the articles of incorporation and bylaws of Surviving Corporation.

1.7. Exchange of Certificates.

1.7.(a) Delivery and Exchange of Certificates. At the Closing, the Shareholders shall deliver to Adesso the certificates that immediately prior to the Effective Time represented all of the issued and outstanding shares of Company Common Stock (the "Company Common Stock Certificates"). Upon surrender of the Company Common Stock Certificates for cancellation to Adesso, the holder of such Company Common Stock Certificates shall be entitled to receive in exchange therefor a certificate representing that number of whole shares of Series E Adesso Preferred Stock into which the shares of Company Common Stock theretofore represented by the Company Common Stock Certificates so surrendered shall have been converted pursuant to the provisions of Section 1.3 and the Company Common Stock Certificates so surrendered shall be canceled. Notwithstanding the foregoing, neither Adesso nor the Surviving Corporation shall be liable to a holder of shares of Company Common Stock for any shares of Series E Adesso Preferred Stock or dividends or distributions thereon delivered to a public official pursuant to applicable abandoned property, escheat or similar laws.

1.7.(b) Issuance to Recordholders Only. No certificate for shares of Series E Adesso Preferred Stock shall be issued in a name other than that in which the certificate for shares of Company Common Stock surrendered in exchange therefor is registered.

1.7.(c) Closing of Company's Transfer Books. At and after the Effective Time, holders of Company Common Stock shall cease to have any rights as stockholders of Company, except for the right to receive shares of Series E Adesso Preferred Stock pursuant to this Article 1. At the Closing, the stock transfer books of the Company shall be closed and no transfer of shares of Company Common Stock which were outstanding immediately prior to the Closing shall thereafter be made. If, after the Effective Time, subject to the terms and conditions of this Agreement, Company Common Stock Certificates formerly representing Company Common Stock are presented to Adesso or the Surviving Corporation, they shall be cancelled and exchanged for Series E Adesso Preferred Stock in accordance with this Article 1.

1.7.(d) Lost, Stolen or Destroyed Certificates. In the event any Company Common Stock Certificate shall have been lost, stolen or destroyed, upon the making of an affidavit of that fact by the Shareholder claiming such Company Common Stock Certificate to be lost, stolen or destroyed and, if required by Adesso, the posting by such Shareholder of a bond in customary amount as indemnity against any claim that may be made against it with respect to such Company Common Stock Certificate, Adesso will issue in exchange for such lost, stolen or destroyed Company Common

Stock Certificate the shares of Series E Adesso Preferred Stock and any unpaid dividends or other distributions deliverable in respect thereof pursuant to Section 1.3.(b) upon due surrender of the Shares represented by such Company Common Stock Certificate pursuant to this Agreement.

1.8. Tax Consequences. It is intended that the Merger constitute a reorganization within the meaning of Section 368(a) of the Code and that this Agreement constitute a "plan of organization" for purposes of Section 368 of the Code.

1.9. Adjustments to Prevent Dilution. In the event that the Company or Adesso, prior to the Effective Time, effects a reclassification, stock split (including a reverse split), stock dividend or distribution, recapitalization, merger, subdivision, issuer tender or exchange offer, or other similar transaction, the Common Stock Merger Consideration shall be equitably adjusted.

1.10. Pledge Agreement. At the Closing, the Shareholders shall execute and deliver to Adesso a Stock Pledge Agreement, in the form attached hereto as Exhibit A, pursuant to which each Shareholder shall pledge to Adesso 40% of the shares of Series E Adesso Preferred Stock issued thereto upon the Effective Time to secure the Shareholders' obligations under Article 6 of this Agreement.

1.11. Lock-Up. Each Shareholder agrees that he or it will not sell, transfer, pledge or otherwise dispose of any shares of Series E Adesso Preferred Stock (or any derivative or convertible security thereof) received pursuant to the Merger, including any Contingent Shares, prior to the earlier of (a) the expiration of eighteen (18) months following the Effective Date and (b) the expiration of any lock-up period requested by the underwriters in connection with the first firm commitment underwritten public offering, if any, of shares of Adesso capital stock registered under the Securities Act of 1933, as amended (the "1933 Act"), and applicable to Adesso's executive officers generally. Notwithstanding the foregoing, if, at any time, Adesso undertakes its first firm commitment underwritten public offering of shares of its capital stock registered under the 1933 Act, regardless of whether such initial public offering occurs prior to or subsequent to the expiration of eighteen (18) months following the Effective Date, each Shareholder agrees, to the extent he or it, or any permitted successor or assigns, still owns shares of Adesso capital stock (including shares of Series E Adesso Preferred Stock), to comply with and be bound by the same lock-up period and terms requested by the underwriters and applicable to Adesso's executive officers generally.

1.12. Permitted Exceptions. Notwithstanding Section 1.11 above, each of Heriberto N. Perez, Bharat B. Patel and Thomas Stacy may transfer, by gift only, all or a portion of the shares of Series E Adesso Preferred Stock (including Contingent Shares, if any) received by him in the Merger to his spouse, his minor children and/or a trust or family limited partnership for the benefit of himself, his spouse and/or his minor children ("Permitted Transfers"), provided that all the following conditions are met prior to effecting any such Permitted Transfer: (i) Mr. Perez, Mr. Patel or Mr. Stacy, as the case may be, shall have notified Adesso of the proposed Permitted Transfer and shall have furnished Adesso with a detailed statement of the circumstances surrounding the proposed Permitted Transfer; (ii) the

transferee(s) agree(s) in writing to be bound by, and to take such shares subject to, the terms of this Merger Agreement, including (without limitation) Section 1.11 and Article 6 hereof, to the same extent as if such transferee(s) was (were) an original Shareholder(s) under the Merger Agreement; (iii) if the Permitted Transfer involves shares of Series E Adesso Preferred Stock subject to the Stock Pledge Agreement of even date herewith, the transferee(s) agree(s) in writing to be bound by, and to take such shares subject to, the Stock Pledge Agreement, to the same extent as if such transferee(s) was (were) an original Pledgor(s) under the Stock Pledge Agreement; (iv) Mr. Perez, Mr. Patel or Mr. Stacy, as the case may be, shall have furnished Adesso with an opinion of counsel, reasonably satisfactory to Adesso, that such Permitted Transfer will not require registration under the Securities Act or applicable state securities laws; and (v) the Permitted Transfer does not violate the terms of any lock-up agreement requested by underwriters as provided in Section 1.11 above.

2. CONTINGENT PAYMENT

2.1. Calculation. Shareholders shall be entitled to receive a contingent payment of up to 416,667 shares of Series E Adesso Preferred Stock (the "Contingent Shares") based on the Company's gross revenues ("Gross Revenues") for the twelve-month period commencing as of the Effective Time (the "Contingent Payment Period"). The number of Contingent Shares, if any, to be issued and delivered to Shareholders shall (except as otherwise specifically provided in Section 2.3) equal the number determined by multiplying (i) 416,667 by (ii) a fraction, the numerator of which is the Company's Gross Revenues for the Contingent Payment Period, minus \$7,000,000, and the denominator of which is \$7,000,000. Notwithstanding the foregoing, no Contingent Shares shall be issued or delivered in the event: (a) the Company does not maintain a positive working capital (i.e., current assets less current liabilities, without taking into account accruals for income taxes, and without taking into account deferred revenue) balance of a minimum of \$100,000 at each of June 30, 2000, September 30, 2000, December 31, 2000 and March 31, 2001, respectively (each such date a "Working Capital Measurement Date"), during the Contingent Payment Period; (b) the Company's Gross Revenues for the Contingent Payment Period are less than \$7,000,000; (c) the Company's Gross Revenues for the Contingent Payment Period are less than \$8,000,000 and the Company's Operating Margin (i.e., Income from Operations (i.e., Gross Revenue, less direct expenses, and less selling, general and administrative expenses, but without regard to any intercompany overhead charges that may be assessed) as a percentage of Gross Revenues) ("Operating Margin") for the Contingent Payment Period is less than 5%; (d) the Company's Gross Revenues for the Contingent Payment Period are between \$8,000,000 and \$8,999,999 and the Company's Operating Margin for the Contingent Payment Period is less than 10%; (e) the Company's Gross Revenues for the Contingent Payment Period are between \$9,000,000 and \$9,999,999 and the Company's Operating Margin for the Contingent Payment Period is less than 15%; or (f) the Company's Gross Revenues for the Contingent Payment Period are \$10,000,000 or greater and the Company's Operating Margin for the Contingent Payment Period is less than 20%. The number of Contingent Shares will be rounded to the nearest whole number, and the total number of Contingent Shares issued and delivered to Shareholders shall not exceed 416,667 shares. The calculation of the Company's Gross Revenues and Operating Margin for the Contingent Payment Period shall be made in accordance with generally accepted accounting principles applied on a consistent basis. The

Contingent Shares shall be issued and delivered pro rata among the Shareholders in accordance with their respective shareholdings in the Company as set forth in Schedule 3.1.(f) hereto.

2.2. Payment of Contingent Shares. The initial calculation of the Contingent Shares shall be made by Adesso, which shall deliver its calculation (setting forth in reasonable detail Adesso's calculation of the Company's Gross Revenues and Operating Margin and the various elements thereof) on or before June 15, 2001 (except as provided in Section 2.3) to Shareholders' Agent for his review and comment. If Adesso and Shareholders' Agent are able to agree in writing upon the amount of the Contingent Shares within fifteen (15) days following delivery of the initial calculation to Shareholders' Agent, then Adesso shall issue and deliver such Contingent Shares. Such payment of the Contingent Shares, if any, shall be made to the Shareholders within fifteen (15) days following the date of such written agreement. In the event Adesso and Shareholders' Agent cannot agree on the amount of the Contingent Shares, then the determination of the Contingent Shares shall be submitted to binding arbitration in accordance with Article 8 of this Agreement and shall be issued and delivered within 15 days after a determination pursuant to such arbitration procedures.

2.3. Effects of Various Transactions. In the event of (a) a dissolution, liquidation, or sale of all or substantially all of the assets of Adesso, (b) a merger or consolidation in which Adesso is not the surviving corporation or (c) a reverse merger in which Adesso is the surviving corporation but the shares of Series E Adesso Preferred Stock outstanding immediately preceding the merger are converted by virtue of the merger into other property, whether in the form of securities, cash or otherwise, prior to the payment, if any, of the Contingent Shares, then (i) any surviving or acquiring corporation shall assume that obligations of Adesso under this Article 2 or shall substitute similar securities (including securities constituting the same consideration paid to holders of Series E Adesso Preferred Stock in the transaction described in this Section 2.3) for the Contingent Shares otherwise payable, or (ii) in the event any surviving or acquiring corporation refuses to assume such obligations or to substitute similar securities for the Series E Adesso Preferred Stock, the payment of the Contingent Shares shall be accelerated prior to such event, as hereinafter provided. In such event, the calculation of the Contingent Shares shall be made by Adesso as of a reasonable date in advance of such transaction (the "Alternative Calculation Date"). Thereafter, the procedures set forth in Section 2.2 shall apply, provided that the number of Contingent Shares, if any, to be issued and delivered to the Shareholders shall equal the number determined by multiplying (i) 416,667 by (ii) a fraction, the numerator of which is the Company's Gross Revenues for the period from the Effective Date through the Alternative Calculation Date (the "Alternate Contingent Payment Period") and the denominator of which is the projected Gross Revenue of the Company (as previously agreed to by Shareholders and Adesso) for the Alternate Contingent Payment Period; and, provided further, that no Contingent Shares shall be issued or delivered in the event: (a) the Company does not maintain a positive working capital (i.e., current assets less current liabilities, without taking into account accruals for income taxes, and without taking into account deferred revenue) balance of a minimum of \$100,000 at each Working Capital Measurement Date occurring on or before the Alternative Calculation Date; and (b) the Company's Operating Margin for the Alternate Contingent Payment Period is less than 5%. The number of Contingent Shares will be rounded to the nearest whole number, and the total number of Contingent Shares issued and

delivered to Shareholders shall not exceed 416,667 shares. The calculation of the Company's Gross Revenues and Operating Margin for the Alternate Contingent Payment Period shall be made in accordance with generally accepted accounting principles applied on a consistent basis. The Contingent Shares shall be issued and delivered pro rata among the Shareholders in accordance with their respective shareholdings in the Company as set forth in Schedule 3.1.(f) hereto.

**Schedule 3.1.(f)
Capitalization**

Shareholders	Number of Company Shares Owned	Percentage Ownership	Noncontingent Adesso Shares
Heriberto N. Perez, Pharm. D.	50,000	45.75%	190,625
Bharat B. Patel, Pharm. D.	50,000	45.75%	190,625
Tom Stacy, Pharm. D.	4,918	4.50%	18,750
Management & Capital, LLC	4,372	4.00%	16,667
TOTAL:	109,290	100.00%	416,667