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CORPORATION(S) NAME

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*****8.75 *****8.75

Boca Acquisition Corp.

Merging into:

Compseript - Boca, Inc.

☐ Profit

☐ NonProfit

☐ Amendment

☐ Foreign

☐ LLC

☐ Limited Partnership

☐ Reinstatement

☐ Dissolution/Withdrawal

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ARTICLES OF MERGER
Merger Sheet

MERGING:

BOCA ACQUISITION CORP., a Florida corporation P99000054739

,

INTO

COMPSCRIPT-BOCA, INC., a Florida corporation, S84661

File date: August 2, 1999

Corporate Specialist: Annette Ramsey

**ARTICLES OF MERGER
OF
BOCA ACQUISITION CORP.
WITH AND INTO
COMPScript-BOCA, INC.**

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FILED
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

Pursuant to Section 607.1105 of the Florida Statutes, Boca Acquisition Corp., a Florida corporation, and CompScript-Boca, Inc., a Florida corporation and a 92% owned subsidiary of Boca Acquisition Corp., hereby submit the following Articles of Merger for the purpose of merging Boca Acquisition Corp. with and into CompScript-Boca, Inc.:

Plan of Merger

1. The Plan of Merger setting forth the terms and conditions of the merger of Boca Acquisition Corp. with and into CompScript-Boca, Inc. is attached to these Articles as an exhibit and incorporated herein by reference.

Effective Date

2. The Plan of Merger shall be effective in Florida upon the filing of these Articles of Merger with the Department of State.

Adoption of Plan

3. The Plan of Merger was approved by the board of directors of Boca Acquisition Corp. by the unanimous written consent of the board dated June 16, 1999; pursuant to Florida Statutes Section 607.1104.

4. The Plan of Merger was approved by the sole shareholder of Boca Acquisition Corp. by the unanimous written consent of the sole shareholder dated June 17, 1999, pursuant to Florida Statutes Section 607.1104.

4. The approval of the shareholders of each of Boca Acquisition Corp. and CompScript-Boca, Inc. is not required to effectuate the Plan of Merger pursuant to Florida Statutes Section 607.1104.

IN WITNESS WHEREOF, the undersigned corporations have caused these Articles of Merger to be signed as of July 30, 1999.

BOCA ACQUISITION CORP.

By: _____

Name: Tracy Finn

Title: President

COMPScript-BOCA, INC.

By: _____

Name: Gary Spain

Title: Secretary and Treasurer

IN WITNESS WHEREOF, the undersigned corporations have caused these Articles of Merger to be signed as of July 30, 1999.

BOCA ACQUISITION CORP.

By: 

Name: Tracy Finn

Title: President

COMPScript-BOCA, INC.

By: _____

Name: Gary Splain

Title: Secretary and Treasurer

PLAN OF MERGER, ADOPTED AS OF JUNE 17, 1999

WHEREAS, Boca Acquisition Corp. ("Mergeco") is a Florida corporation and a wholly owned subsidiary of CompScript, Inc. ("CompScript"), which is a Florida corporation and a wholly owned subsidiary of Omnicare, Inc. ("Omnicare"), a Delaware corporation,

WHEREAS, Mergeco is a transitory corporation formed solely to effectuate the Merger (as defined below),

WHEREAS, solely for the purpose of effectuating the Merger (as defined below), CompScript has contributed to Mergeco 1,897,938 shares of common stock, no par value (the "Boca Shares"), of CompScript-Boca, Inc. ("Boca"), representing approximately 92% of the outstanding Boca Shares,

WHEREAS, Mergeco wishes to merge (the "Merger") with Boca in accordance with Section 607.1104 of the Florida Business Corporation Act (the "FBCA"),

WHEREAS, it is intended for federal income tax purposes that the transitory existence of Mergeco be disregarded and the Merger be treated as a direct acquisition by CompScript of the outstanding Boca shares not formerly owned by CompScript (the "Acquisition"),

WHEREAS, it is intended for Federal income tax purposes that the Acquisition be treated as a reorganization described in Section 368(a) of the Internal Revenue Code of 1986, as amended.

NOW, THEREFORE, Mergeco hereby adopts this Plan of Merger in accordance with Section 607.1104 of the FBCA.

1. *Parties.* The name of the parent corporation is "Boca Acquisition Corp." The name of the subsidiary corporation is "CompScript-Boca, Inc."

2. *The Merger.*

(a) Upon the terms and subject to the conditions of this Plan of Merger and in accordance with the FBCA, at the Effective Time (as defined below), Mergeco shall be merged with and into Boca, the separate existence of Mergeco shall cease and Boca shall be the surviving corporation (sometimes referred to as the "Surviving Corporation").

(b) At such time as Mergeco shall determine, which shall be no earlier than 30 days after this plan of merger is mailed to each shareholder of Boca, Mergeco shall file Articles of Merger with the Florida Department of State. The Merger shall become effective at such time as the Articles of Merger are filed with the Florida Department of State, or as of such other time as may be specified therein (the "Effective Time").

3. *Effects of the Merger.*

(a) The Merger shall have the effects specified in the FBCA.

(b) As a result of the Merger, the Surviving Corporation shall be a wholly owned subsidiary of CompScript.

(c) The Articles of Incorporation and Bylaws of Boca as of immediately prior to the Effective Time shall be the initial Articles of Incorporation and Bylaws of the Surviving Corporation.

(d) The directors and officers of Boca as of immediately prior to the Effective Time shall be the initial directors and officers of the Surviving Corporation.

4. *Conversion of Shares.*

As of the Effective Time, by virtue of the Merger and without any action by the holders thereof:

(a) Each Boca Share issued and outstanding immediately prior to the Effective Time (other than shares referred to in Sections 4(b), (c) and (d) below) shall be converted into the right to receive 0.5047 shares of Omnicare common stock, \$1.00 par value (the "Omnicare Shares").

(b) Each Boca Share held by Mergeco or by any subsidiary of Mergeco shall be cancelled.

(c) Each share of common stock of Mergeco shall be converted into one share of common stock of the Surviving Corporation.

(d) Each Boca Share held by a holder who shall exercise the rights of a dissenting shareholder pursuant to and in accordance with the provisions of Section 607.1320 of the FBCA shall be entitled to receive only the payment from Boca therein provided for and shall not be entitled to receive Omnicare Shares or other consideration specified herein.

(e) Each Boca Share shall be canceled and retired, and each certificate representing such share shall thereafter represent only the right to receive the consideration specified herein issuable in exchange for such share pursuant to the procedures specified in Section 5, except as otherwise provided in this Section 4.

5. Surrender and Payment.

(a) Mergeco shall designate an exchange agent (the "Exchange Agent") for the purposes of exchanging certificates representing Boca Shares for the consideration specified herein.

(b) CompScript shall make available to the Exchange Agent certificates representing the Omnicare Shares required to effect the exchange referred to in section 5(c) below. Omnicare shall make available to the Exchange Agent the cash required to make the cash payments in lieu of fractional shares referred to in section 5(d) below.

(c) This Plan of Merger and a letter of transmittal shall be distributed to each record holder of an outstanding certificate or certificates which immediately prior to the Effective Time represented Boca Shares (the "Certificates"). Upon surrender to the Exchange Agent of a Certificate, together with such letter of transmittal duly executed, the holder of such Certificate shall be entitled to receive in exchange therefor that number of Omnicare Shares which such holder has the right to receive under this Plan of Merger (and any amount of cash payable in lieu of fractional shares), less the amount of any withholding taxes which may be required thereon under any provision of federal, state, local or foreign tax Law, and such Certificate shall forthwith be canceled. If any Omnicare Shares are to be issued to a person other than the person in whose name the Certificate surrendered in exchange therefor is registered, it shall be a condition of exchange that the Certificate so surrendered shall be properly endorsed or otherwise in proper form for transfer and that the person requesting such exchange shall pay any transfer or other taxes required by reason of the exchange to a person other than the registered holder of the Certificate surrendered or such person shall establish to the satisfaction of the Surviving Corporation that such tax has been paid or is not applicable.

(d) No dividends or other distributions with respect to the Omnicare Shares shall be paid to the holder of any unsurrendered Certificate until such Certificate is surrendered as provided for in this Section 5. Subject to the effect of applicable laws, following such surrender, there shall be paid, without interest, to the record holder of the Omnicare Certificates (i) at the time of such surrender, the amount of dividends or other distributions with a record date after the Effective Time payable prior to or on the date of such surrender with respect to such whole Omnicare Shares, and not paid, and the amount of cash payable in lieu of any fractional shares, less the amount of any withholding taxes which may be required thereon under any provision of federal, state, local or foreign tax law, and (ii) at the appropriate payment date, the amount of dividends or other distributions with a record date after the Effective Time, but prior to the date of surrender and a payment date subsequent to the date of surrender payable with respect to such whole Omnicare Shares, less the amount of any withholding taxes which may be required thereon under any provision of federal, state, local or foreign tax Law.

(e) Any portion of the Omnicare Shares or cash made available to the Exchange Agent pursuant to this Section 5 that remains unclaimed by the holders of Boca Shares six months after the Effective Time shall be returned to or at the direction of Omnicare, upon demand, and any such holder who has not exchanged Boca Shares for Omnicare Shares in accordance with this Section 5 prior to that time shall thereafter look only to the Surviving Corporation for such

holder's claim for Omnicare Shares, any cash in lieu of fractional shares and certain dividends or other distributions. Neither Omnicare, CompScript nor any affiliate thereof shall be liable to any holder of Boca Shares with respect to any Omnicare Shares (or cash) delivered to a public official pursuant to any applicable abandoned property, escheat or similar law.

(f) If any Certificate shall have been lost, stolen or destroyed, upon the making of an affidavit of that fact by the person claiming such Certificate to be lost, stolen or destroyed and, if required by Omnicare, the posting by such person of a bond in such reasonable amount as Omnicare or the Exchange Agent may direct as indemnity against any claim that may be made against it with respect to such Certificate, the Exchange Agent shall issue in exchange for such lost, stolen or destroyed Certificate the consideration payable under this Plan of Merger.

(g) Notwithstanding any other provision of this Plan of Merger, (x) no fractional Omnicare Shares shall be issued hereunder, (y) each holder of Boca Shares who upon surrender of Certificates therefor would otherwise be entitled to receive a fraction of an Omnicare Share shall receive, in lieu of such fractional share, cash in an amount equal to such fraction multiplied by closing price of the Omnicare Shares, as reported in *The Wall Street Journal*, as of the trading day immediately preceding the Effective Time, less the amount of any withholding taxes which may be required thereon under any provision of federal, state, local or foreign tax law and (z) no interest will be paid on any amounts payable hereunder.

(h) From and after the Effective Time, there shall be no transfers on the stock transfer books of Boca or the Surviving Corporation of Boca Shares. If, after the Effective Time, Certificates are presented to the Surviving Corporation, they shall be canceled and exchanged as provided in this Section 5.

6. *Conditions to the Merger.*

(a) Mergeco shall have the right not to consummate the Merger if (x) any statute, rule, regulation, order, injunction, writ or decree shall have been enacted, entered, ordered, promulgated or enforced by any governmental authority which prohibits the consummation of the Merger, (y) any legal action shall be pending or threatened which challenges the Merger or (z) the Registration Statement on Form S-4 to be filed by Omnicare with respect to the Omnicare Shares to be issued in the Merger shall not be effective or shall be subject to any stop order or any proceeding for such purpose shall be pending or threatened by the Securities and Exchange Commission.

(b) Mergeco may abandon the Merger, and terminate this Plan of Merger, at any time prior to the Effective Time in its sole discretion. Mergeco may amend any of the provisions of this Plan of Merger at any time prior to the Effective Time in its sole discretion. Mergeco may waive any of its rights hereunder at any time in its sole discretion.

7. *Dissenters Rights.* The shareholders of Boca who, except for the applicability of Section 607.1104 of the FBCA, would be entitled to vote on the Merger and who dissent from the Merger pursuant to Section 607.1320 of the FBCA, may be entitled, if they comply with the provisions of the FBCA regarding the rights of dissenting shareholders, to be paid the fair value of their shares.