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MERGER OR SHARE EXCHANGE
RADIOLOGY ASSOCIATES OF HOLLYWOOD, INC.

Certificate of Status	0
Certified Copy	1
Page Count	10
Estimated Charge	\$78.75

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Merger
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* Attn: Darlene

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**ARTICLES OF MERGER
OF
RAH ACQUISITION CORP.
WITH AND INTO
RADIOLOGY ASSOCIATES OF HOLLYWOOD, INC.**

FILED
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SECRETARY OF STATE
TALLAHASSEE, FLORIDA

The following Articles of Merger have been duly adopted and are submitted in accordance with the Florida Business Corporation Act, pursuant to Section 607.1105 of the Florida Statutes:

First: The name and jurisdiction of the surviving corporation ("Surviving Corporation") is:

<u>Name</u>	<u>Jurisdiction</u>
Radiology Associates of Hollywood, Inc.	Florida

Second: The name and jurisdiction of the merging corporation ("Merging Corporation") is:

<u>Name</u>	<u>Jurisdiction</u>
RAH Acquisition Corp.	Florida

Third: On the Effective Date (as defined below), Merging Corporation shall be merged with and into Surviving Corporation and the separate existence of Merging Corporation shall cease (the "Merger"). Surviving Corporation is the surviving corporation of the Merger. A copy of the Plan of Merger is attached hereto as Exhibit A and made a part hereof by reference as if fully set forth herein.

Fourth: The Merger shall become effective ("Effective Date") on the date of filing these Articles of Merger with the Florida Department of State.

Fifth: In accordance with applicable Florida law, the Plan of Merger was approved (i) by the Board of Directors of Merging Corporation by Unanimous Written Consent dated March 6, 2015 and (ii) by the sole shareholder of Merging Corporation by Written Consent dated March 6, 2015.

Sixth: In accordance with applicable Florida law, the Plan of Merger was approved (i) by the Board of Directors of Surviving Corporation by resolution duly adopted at a meeting held on February 24, 2015, and (ii) by the shareholders of Surviving Corporation holding at least a majority of the outstanding capital stock of each class of capital stock entitled to vote on the Plan of Merger pursuant to a shareholders' vote at a meeting duly held on February 24, 2015.

IN WITNESS WHEREOF, the parties have executed and delivered these Articles of Merger as of March 6, 2015.

**RADIOLOGY ASSOCIATES OF
HOLLYWOOD, INC.**

By: 
Benjamin Freedman, President

RAH ACQUISITION CORP.

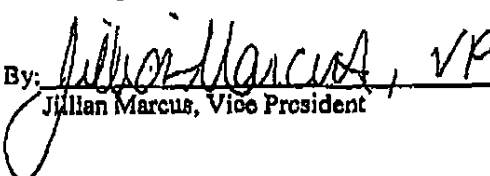
By:  VP
Julian Marcus, Vice President

EXHIBIT A

**PLAN OF MERGER
BETWEEN
RADIOLOGY ASSOCIATES OF HOLLYWOOD, INC.
AND
RAH ACQUISITION CORP.**

This Plan of Merger is entered into by and among Radiology Associates of Hollywood, Inc., a Florida corporation and RAH Acquisition Corp., a Florida corporation, for the purpose of merging, at the Effective Time (as defined below), RAH Acquisition Corp. with and into Radiology Associates of Hollywood, Inc. in accordance with the Florida Business Corporation Act and the following agreements, terms and provisions set forth herein (the "Merger").

1. **Parties to Merger and Name of Surviving Corporation.** The name and jurisdiction of the surviving corporation is Radiology Associates of Hollywood, Inc., a Florida corporation (the "Surviving Corporation"). The name and jurisdiction of the merging corporation is RAH Acquisition Corp., a Florida corporation (the "Merging Corporation", and together with the Surviving Corporation, the "Corporations").

2. **Terms and Conditions.** The terms and conditions of the Merger, in addition to the terms and conditions set forth herein and in that certain Agreement and Plan of Merger, dated as of March 6, 2015, among Merging Corporation, Sheridan Radiology Services, Inc., a Delaware corporation ("Parent"), Sheridan Healthcare, Inc., a Delaware corporation solely with respect to its obligations under Section 13.17 of the Agreement and Plan of Merger ("Guarantor"), Benjamin Freedman, M.D., solely in his capacity as shareholders representative (the "Shareholders Representative"), and Surviving Corporation, as it may be amended from time to time in accordance with its terms (the "Agreement"), are as follows:

(a) At the Effective Time (as defined below), Merging Corporation will be merged with and into Surviving Corporation, the separate corporate existence of Merging Corporation shall cease and Surviving Corporation shall continue as the surviving corporation and a direct or indirect wholly-owned subsidiary of Parent.

(b) The Merger shall have the effects set forth in Section 607.1106 of the Florida Business Corporation Act with respect to a merger.

3. **Effective Time.** The Merger shall become effective ("Effective Time") on the date of filing the Articles of Merger with the Florida Department of State.

4. **Manner and Basis of Converting Shares, Options and Warrants.** Subject to the terms and conditions of the Agreement, at the Effective Time by virtue of the Merger and without any action on the part of Surviving Corporation, Merging Corporation, Parent or Guarantor, the following actions will occur:

(a) each issued and outstanding share of common stock, \$0.01 par value, of Merging Corporation shall be converted into one share of Surviving Corporation's common stock, \$0.01 par value;

(b) each share of Surviving Corporation's Common Stock, \$0.01 par value (the "Common Stock"), issued and outstanding immediately prior to the Effective Time (other than shares held in the Surviving Corporation's treasury and shares held directly or indirectly by Parent, which shall be cancelled without conversion and without any payment), shall be converted into the right to receive an amount in cash equal to a pro rata portion of the Merger Consideration (as defined in the Agreement); and

(c) each Company Stock Option (as defined in the Agreement) and each Company Warrant (as defined in the Agreement) outstanding and unexercised immediately prior to the Effective Time shall be cancelled, and each such Company Stock Option and Company Warrant that has an exercise price per share of Common Stock that is less than the per share Merger Consideration shall thereafter represent the right to receive an amount in cash (subject to any applicable withholding taxes) equal to the product of (i) the difference between a pro rata portion of the Merger Consideration and the applicable exercise price per share of such Company Stock Option or Company Warrant, as the case may be, and (ii) the aggregate number of shares of Common Stock issuable upon exercise of such Company Stock Option or Company Warrant, as the case may be.

5. Other Provisions Relating to the Merger.

(a) Payment of Consideration. Subject to the terms and conditions of the Agreement, Parent shall cause to be paid by wire transfer of immediately available funds to an account designated by the Shareholders Representative (as defined in the Agreement) and the Escrow Agent (as defined in the Agreement), as applicable, the Merger Consideration and the Escrow Amounts (as defined in the Agreement) as follows:

(i) Subject to the terms of the Agreement, Parent shall deposit the aggregate Per Share Closing Payment with the Shareholders Representative or other third-party disbursement agent as determined by the Shareholders Representative to be paid to the Consenting Shareholders in exchange for Common Stock, Company Stock Options and Company Warrants pursuant to the terms of the Agreement; and

(ii) As provided in the Agreement, Parent shall deposit the Escrow Amounts with the Escrow Agent, to be held, invested and disbursed by Escrow Agent pursuant to the terms of the Agreement and the Escrow Agreements.

6. Articles of Incorporation of Surviving Corporation. The Articles of Incorporation of the Surviving Corporation from and after the Effective Time shall be amended and restated as set forth on Exhibit 1 hereto until thereafter changed or amended as provided therein or by applicable law.

7. Bylaws of Surviving Corporation. The Bylaws of Merging Corporation, as in effect immediately prior to the Effective Time, shall be the Bylaws of Surviving Corporation from and after the Effective Time until thereafter changed or amended as provided therein or by

applicable law, except that all references to the name of Merging Corporation shall be changed to refer to the name of Surviving Corporation.

8. **Director and Officers of Surviving Corporation.** The directors and officers of Surviving Corporation immediately after the Effective Time shall be the following individuals, until their respective successors are duly elected or appointed and qualified or their respective resignation or removal:

<u>Name and Business Address</u>	<u>Title/Position</u>
Robert Coward 1613 North Harrison Parkway, Suite 200 Sunrise, FL 33323	Director
Gilbert Drozdow, M.D. 1613 North Harrison Parkway, Suite 200 Sunrise, FL 33323	President
Jillian Marcus 1613 North Harrison Parkway, Suite 200 Sunrise, FL 33323	Vice President / Secretary
Claire Gulmi 1613 North Harrison Parkway, Suite 200 Sunrise, FL 33323	Director/Vice President / Treasurer
Maria Rodriguez, M.D. 1613 North Harrison Parkway, Suite 200 Sunrise, FL 33323	Senior Vice President

9. **Approval.** The Merger has previously been submitted to and approved by the Corporations' respective Boards of Directors and shareholders. The proper officers of the parties shall be, and hereby are, authorized and directed to perform all such further acts and execute and deliver to the proper authorities for filing all documents, as the same may be necessary or proper to effect the Merger contemplated by this Plan of Merger.

10. **Termination.** Notwithstanding the approval of this Plan of Merger by the shareholders of each of the Corporations, the Merger may be abandoned at any time prior to the Effective Time, but not later than the Effective Time, and the Agreement terminated, by Parent or Radiology Associates of Hollywood, Inc., or both of them, in accordance with the termination provisions of the Agreement.

11. **Modification.** The Corporations, pursuant to action by their respective Board of Directors, may amend or modify this Plan of Merger, in such manner as may be agreed upon or authorized by them, in writing executed on behalf of each of the Corporations, at any time before or after approval or adoption of this Plan of Merger by the shareholders of both Corporations. Either Corporation may, pursuant to action by its Board of Directors, by an instrument in writing, extend the time for or waive compliance by the other with any of the covenants or conditions contained herein; provided, however, that no such waiver or extension shall affect the rights of

the shareholders of either Corporation in a manner which is materially adverse to such shareholders in the judgment of its Board of Directors.

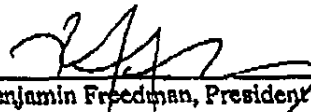
12. Counterparts. This Plan of Merger may be executed in counterparts and by facsimile and other electronic means, including .pdf, each of which when so executed shall be deemed to be an original, and such counterparts shall together constitute but one and the same instrument.

13. Miscellaneous. This Plan of Merger shall be construed in accordance with the laws of the State of Florida. The terms and conditions of this Plan of Merger are solely for the benefit of the parties hereto, and no other person shall have any rights or benefits whatsoever under this Plan of Merger, either as a third party beneficiary or otherwise. This Plan of Merger shall be construed together with and complement the Agreement with respect to the subject matter hereof and thereof. Neither this Plan of Merger nor the Agreement may be amended, changed or modified except by a writing signed by the party to be charged by said amendment, change or modification. Each term which is capitalized but undefined herein shall have the meaning ascribed thereto in the Agreement.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties have executed and delivered this Plan of Merger
as of March 6, 2015.

**RADIOLOGY ASSOCIATES OF
HOLLYWOOD, INC.**

By: 
Benjamin Freedman, President

RAH ACQUISITION CORP.

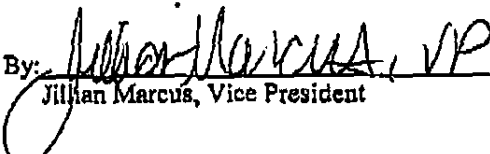
By: 
Jillian Marcus, Vice President

EXHIBIT 1

**AMENDED AND RESTATED
ARTICLES OF INCORPORATION OF
RADIOLOGY ASSOCIATES OF HOLLYWOOD, INC.**

ARTICLE I - NAME

The name of this corporation is Radiology Associates of Hollywood, Inc. (the "Corporation").

ARTICLE II - TERM

The corporate existence of the Corporation shall be perpetual, unless and until terminated pursuant to Florida law.

ARTICLE III - PURPOSE

The Corporation is organized for the purpose of transacting any or all lawful business for which corporations may be organized under the provisions of the Florida Business Corporation Act, Chapter 607, Florida Statutes.

ARTICLE IV - PRINCIPAL OFFICE ADDRESS

The mailing and street address of the principal office of this Corporation, unless and until relocated, is 1613 North Harrison Parkway, Suite 200, Sunrise, Florida 33323.

ARTICLE V - CAPITAL STOCK

The aggregate number of shares which the Corporation shall have the authority to issue is 1,000 shares of Common Stock, par value \$.01 per share.

**ARTICLE VI - REGISTERED AGENT
AND REGISTERED OFFICE**

The mailing and street address of the registered office of this Corporation is 1613 North Harrison Parkway, Suite 200, Sunrise, Florida 33323; and the name of the registered agent of this Corporation at that address is Jillian E. Marcus.

IN WITNESS WHEREOF, the undersigned has executed these Amended and Restated Articles of Incorporation this 6th day of March, 2015.

By: Jillian Marcus, VP
Name: Jillian Marcus
Title: Vice President

**CERTIFICATE DESIGNATING THE ADDRESS
AND AN AGENT UPON WHOM PROCESS MAY BE SERVED**

WITNESSETH:

That RADIOLOGY ASSOCIATES OF HOLLYWOOD, INC. (the "Corporation"), a corporation organized under the laws of the State of Florida, has named Jillian E. Marcus as its agent to accept service of process within this state.

Jillian E. Marcus
1613 North Harrison Parkway
Suite 200
Sunrise, FL 33323

ACKNOWLEDGMENT:

Having been named to accept service of process for the Corporation, at the place designated in this Certificate, I hereby agree to act in this capacity, and further, I agree to comply with the provisions of all statutes relative to the proper and complete performance of my duties, and I accept the duties and obligations of Section 607.0505, Florida Statutes.

Dated this 6th day of March, 2015.


Jillian Marcus, Registered Agent