

Division of Corporations

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MERGER OR SHARE EXCHANGE
Mental Health Resource Center, Inc.

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SECRETARY OF STATE
TALLAHASSEE, FLORIDA

1-1-15

**ARTICLES OF MERGER
OF
MENTAL HEALTH CENTER OF JACKSONVILLE, INC.
INTO
MENTAL HEALTH RESOURCE CENTER, INC.**

Pursuant to the provisions of Section 617.1105, Florida Statutes, the undersigned corporations adopt the following Articles of Merger for the purpose of merging **MENTAL HEALTH CENTER OF JACKSONVILLE, INC.**, a Florida not for profit corporation, into **MENTAL HEALTH RESOURCE CENTER, INC.**, a Florida not for profit corporation.

1. Attached hereto as Exhibit "A" and incorporated herein by reference as fully as if set forth herein verbatim is a copy of the Plan of Merger to effect the merger of **MENTAL HEALTH CENTER OF JACKSONVILLE, INC.** into **MENTAL HEALTH RESOURCE CENTER, INC.** **MENTAL HEALTH RESOURCE CENTER, INC.** shall be the surviving corporation.

2. The effective date of this merger shall be 12:01 a.m. on January 1, 2015 or, if later, the date upon which these Articles of Merger are filed with the Florida Secretary of State.

3. The Plan of Merger referred to in Paragraph 1 above was duly approved and adopted in the manner prescribed by Section 617.1103, Florida Statutes, by the Boards of Directors of **MENTAL HEALTH RESOURCE CENTER, INC.** and **MENTAL HEALTH CENTER OF JACKSONVILLE, INC.**, respectively, by written consent dated September 15, 2014 and executed in accordance with Section 617.0821, Florida Statutes.

4. The Plan of Merger referred to in paragraph 1 above was duly approved and adopted in the manner prescribed by Section 617.1103, Florida Statutes, by the sole member of **MENTAL HEALTH RESOURCE CENTER, INC.** by written consent dated September 15, 2014 and executed in accordance with Section 617.0701, Florida Statutes.

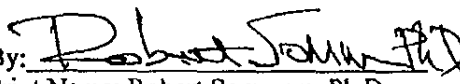
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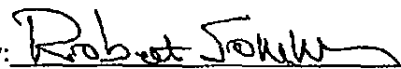
5. The Plan of Merger referred to in paragraph 1 above was duly approved and adopted in the manner prescribed by Section 617.1103, Florida Statutes, by the sole member of MENTAL HEALTH CENTER OF JACKSONVILLE, INC. by written consent dated September 15, 2014 and executed in accordance with Section 617.0701, Florida Statutes.

IN WITNESS WHEREOF, MENTAL HEALTH CENTER OF JACKSONVILLE, INC. and MENTAL HEALTH RESOURCE CENTER, INC. have caused these Articles of Merger to be signed in their corporate names as of the ^{21th} day of December, 2014.

MENTAL HEALTH RESOURCE CENTER,
INC.

By: 
Print Name: Robert Sommers, Ph.D.
Its: President/CEO

MENTAL HEALTH CENTER OF
JACKSONVILLE, INC.

By: 
Print Name: Robert Sommers, Ph.D.
Its: President/CEO

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Exhibit A

Plan of Merger

(see attached)

AGREEMENT AND PLAN OF MERGER

This AGREEMENT AND PLAN OF MERGER (this "Agreement") is made and entered into as of September 15, 2014, between Mental Health Resource Center, Inc., a Florida not for profit corporation ("MHRC"), and Mental Health Center of Jacksonville, Inc., a Florida not for profit corporation ("MHCJ").

RECITALS

WHEREAS, MHRC is a not for profit corporation duly organized and existing under the laws of the State of Florida, the sole member of which is Renaissance Behavioral Health Systems, Inc., a Florida not for profit corporation ("RBHS");

WHEREAS, MHCJ is a not for profit corporation duly organized and existing under the laws of the State of Florida, the sole member of which is RBHS; and

WHEREAS, economies of operation and savings in administrative expenses can be achieved by merging MHCJ with and into MHRC so that MHRC is the surviving corporation on the terms provided herein (the "Merger").

NOW, THEREFORE, in consideration of the mutual agreements contained herein and other good and valuable consideration, the receipt and sufficiency which is hereby acknowledged, the parties hereto agree as follows:

ARTICLE I MERGER

1.1 *The Merger.* This Agreement is a Plan of Merger pursuant to Section 617.1101, et seq., Florida Statutes. After satisfaction or, to the extent permitted hereunder, waiver of all conditions to the Merger, and subject to the applicable provisions of the Florida Not for Profit Corporation Act (the "Act"), including without limitation Section 617.1101, et seq., Florida Statutes, MHCJ will merge with and into MHRC and MHRC shall file Articles of Merger executed by both parties with the Secretary of State of the State of Florida in accordance with the provisions of the Act and shall make all other filings or recordings required by Florida law in connection with the Merger. The Merger shall become effective as of 12:01 a.m. on January 1, 2015 or, if later, the date upon which Articles of Merger are filed with the Secretary of State of the State of Florida (the "Effective Time"). Upon the Effective Time, the separate corporate existence of MHCJ shall cease and MHRC shall be the surviving corporation (the "Surviving Corporation"). Mental Health Resource Center, Inc. and Mental Health Center of Jacksonville, Inc., collectively, shall be referred to herein as the "Constituent Corporation".

1.2 *Conditions to the Merger.* The respective obligation of each party to effect the Merger is subject to the satisfaction or waiver (except as provided in this Agreement) of the following conditions:

(a) This Agreement shall have been adopted by the Board of Directors of MHRC, in accordance with the requirements of the Act and the Articles of Incorporation and Bylaws of MHRC;

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(b) This Agreement shall have been adopted by RBHS as the sole member of MHRC, in accordance with the requirements of the Act and the Articles of Incorporation and Bylaws of MHRC;

(c) This Agreement shall have been adopted by the Board of Directors of MHCJ, in accordance with the requirements of the Act and the Articles of Incorporation and Bylaws of MHCJ;

(d) This Agreement shall have been adopted by RBHS as the sole member of MHCJ, in accordance with the requirements of the Act and the Articles of Incorporation and Bylaws of MHCJ;

(e) A complete application, together with all other documents required, for regulatory approval of a change of ownership and transfer of the facility licenses from MHCJ to MHRC shall have been timely filed with the Florida Agency for Health Care Administration ("AHCA") in compliance with all applicable regulatory requirements, recognizing that such licenses will not be issued until documents evidencing the effectiveness of the Merger have been submitted to AHCA;

(f) Complete enrollment applications and all other documents required by Centers for Medicare and Medicaid Services and AHCA to effectuate the change of ownership of Medicare and Medicaid provider enrollment from MHCJ to MHRC shall have been timely filed in compliance with all applicable regulatory requirements; and

(g) Opinions of Counsel shall have been received by the bondholder pursuant to Section 6.2(a)(2) of each of (i) that certain Financing Agreement dated October 31, 2013 among City of Jacksonville, Florida, RBHS, MHRC, MHCJ and Regions Capital Advantage, Inc. and (ii) that certain Financing Agreement dated October 31, 2013 among City of Jacksonville, Florida, RBHS, MHRC, MHCJ and Regions Bank; and

(h) All consents or approvals required to be obtained by either party to consummate the transactions contemplated hereunder shall have been obtained.

1.3 *Effect of Merger.* At the Effective Time, the Surviving Corporation shall continue its corporate existence as a Florida not for profit corporation. The Surviving Corporation shall possess and retain every interest in all assets and property of every description of each of the Constituent Corporations. The rights, privileges and immunities, powers, franchises and authority of a public as well as of a private nature of each of the Constituent Corporations shall be vested in the Surviving Corporation without further act or deed, subject, however, to the limitations on the powers of Mental Health Resource Center, Inc. imposed by its Articles of Incorporation and Florida law. The title to and any interest in all real and personal property vested in any of the Constituent Corporations shall not revert or in any way be impaired by reason of the Merger. All obligations belonging to or due to each of the Constituent Corporations shall be vested in the Surviving Corporation without further act or deed, and the Surviving Corporation shall be liable for all obligations of each of the Constituent Corporations existing as of the Effective Time.

1.4 *Articles of Incorporation; Bylaws.*

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(a) The Articles of Incorporation of MHRC in effect immediately prior to the Effective Time shall be amended and replaced in their entirety by the Second Amended and Restated Articles of Incorporation of Mental Health Resource Center, Inc. attached hereto as Exhibit A (the "Amended Articles"). The Amended Articles shall be the Articles of Incorporation of the Surviving Corporation from and after the Effective Time.

(b) The Bylaws of MHRC in effect immediately prior to the Effective Time shall continue to be the Bylaws of the Surviving Corporation from and after the Effective Time.

1.5 *Directors and Officers of the Surviving Corporation.* The directors and officers of MHRC in effect immediately prior to the Effective Time shall continue to be the directors and officers of the Surviving Corporation immediately following the Merger.

ARTICLE II CANCELLATION OF MEMBERSHIPS

At the Effective Time, by virtue of the Merger and without any action on the part of the parties or otherwise, the outstanding memberships of MHCJ shall be cancelled without payment of any consideration and without any conversion.

ARTICLE III TERMINATION

At any time prior to the Effective Time, this Agreement may be terminated and the Merger abandoned for any reason whatsoever by the Board of Directors of MHRC or the Board of Directors of MHCJ, notwithstanding the adoption of this Agreement by the sole member of MHRC or the sole member of MHCJ. The procedure for abandoning this Agreement shall be the adoption of a resolution to abandon the Merger by the Board of Directors of MHRC or the Board of Directors of MHCJ followed by written notice to the president of the other corporation party to the Merger.

ARTICLE IV FURTHER ASSURANCES

If, at any time after the Effective Time, the Surviving Corporation shall consider or be advised that any further assignment, conveyance or assurance in law or any other acts are necessary or desirable to (i) vest, perfect or confirm in the Surviving Corporation its right, title or interest in, to or under any of the rights, properties or assets of MHCJ acquired or to be acquired by the Surviving Corporation as a result of, or in connection with, the Merger, or (ii) otherwise carry out the purposes of this Agreement, MHCJ and its proper officers shall be deemed to have granted to the Surviving Corporation an irrevocable power of attorney to execute and deliver all such proper deeds, assignments and assurances in law and to do all acts necessary or proper to vest, perfect or confirm title to and possession of such rights, properties or assets in the Surviving Corporation and otherwise carry out the purposes of this Agreement; and the officers and directors of the Surviving Corporation are fully authorized in the name of MHCJ or otherwise to take any and all such action.

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ARTICLE V
MISCELLANEOUS

5.1 *Amendment.* At any time prior to the Effective Time, this Agreement may be amended, modified or supplemented by the Board of Directors of MHRC and the Board of Directors of MHCJ, whether before or after the adoption of this Agreement by the sole member of MHRC and the sole member of MHCJ; provided, however, that after any such adoption, there shall not be made any amendment that by law requires the further approval by such member of MHRC or MHCJ without such further approval. This Agreement may not be amended except by an instrument in writing signed on behalf of each of MHRC and MHCJ.

5.2 *No Waivers.* No failure or delay by any party hereto in exercising any right, power or privilege hereunder shall operate as a waiver thereof nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any other right, power or privilege. The rights and remedies herein provided shall be cumulative and not exclusive of any rights or remedies provided by law.

5.3 *Assignment; Third Party Beneficiaries.* Neither this Agreement nor any right, interest or obligation hereunder shall be assigned by either of the parties hereto without the prior written consent of the other party. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns. This Agreement is not intended to confer any rights or benefits upon any person other than the parties hereto.

5.4 *Governing Law.* This Agreement shall in all respects be construed, interpreted and enforced in accordance with and pursuant to the laws of the State of Florida.

5.5 *Counterparts.* This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

5.6 *Entire Agreement.* This Agreement and the documents referred to herein are intended by the parties as a final expression of their agreement with respect to the subject matter hereof, and are intended as a complete and exclusive statement of the terms and conditions of that agreement, and there are not other agreements or understandings, written or oral, among the parties, relating to the subject matter hereof. This Agreement supersedes all prior agreements and understandings, written or oral, among the parties with respect to the subject matter hereof.

*[Remainder of Page Intentionally Left Blank;
Signature Page Follows]*

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IN WITNESS WHEREOF, the undersigned, intending to be legally bound hereby, have duly executed this Agreement as of the day and year first stated above.

MENTAL HEALTH RESOURCE CENTER, INC.

By: Robert Sommer
Name: Robert Sommer
Title: President/CEO

MENTAL HEALTH CENTER OF
JACKSONVILLE, INC.

By: Robert Sommer
Name: Robert Sommer
Title: President/CEO

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CERTIFICATIONS

The undersigned, being the Secretary of Mental Health Resource Center, Inc., a Florida not for profit corporation ("MHRC"), does hereby certify pursuant to Section 617.1103, Florida Statutes, that the Board of Directors of MHRC duly adopted and approved the foregoing Agreement and Plan of Merger effective as of September 15 2014.

Name: Mary Janett
Title: Secretary
Dated: Sept 15, 2014

The undersigned, being the Secretary of Mental Health Resource Center, Inc., a Florida not for profit corporation ("MHRC"), does hereby certify pursuant to Section 617.1103, Florida Statutes, that the sole member of MHRC duly adopted and approved the foregoing Agreement and Plan of Merger effective as of September 15 2014.

Name: Mary Janett
Title: Secretary
Dated: Sept 15, 2014

The undersigned, being the Secretary of Mental Health Center of Jacksonville, Inc., a Florida not for profit corporation ("MHCJ"), does hereby certify pursuant to Section 617.1103, Florida Statutes, that the Board of Directors of MHCJ duly adopted and approved the foregoing Agreement and Plan of Merger effective as of September 15, 2014.

Name: Mary Janett
Title: Secretary
Dated: Sept 15, 2014

The undersigned, being the Secretary of Mental Health Center of Jacksonville, Inc., a Florida not for profit corporation ("MHCJ"), does hereby certify pursuant to Section 617.1103, Florida Statutes, that the sole member of MHCJ duly adopted and approved the foregoing Agreement and Plan of Merger effective as of September 15, 2014.

Name: Mary Janett
Title: Secretary
Dated: Sept 15, 2014

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Exhibit A

Second Amended and Restated Articles of Incorporation

(Attached)

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**CERTIFICATE OF SECOND AMENDED AND RESTATED ARTICLES
OF INCORPORATION OF
MENTAL HEALTH RESOURCE CENTER, INC.**

The undersigned, on behalf of MENTAL HEALTH RESOURCE CENTER, INC., a Florida not for profit corporation (the "Corporation"), does hereby certify to the Secretary of State of the State of Florida:

1. The name of the corporation whose Articles of Incorporation are being amended and restated pursuant to Section 617.1002, Florida Statutes, is: MENTAL HEALTH RESOURCE CENTER, INC.

2. The Articles of Incorporation of the Corporation, as amended, are hereby amended and restated in their entirety in the form attached hereto as Exhibit A (the "Restated Articles").

3. The Restated Articles contain amendments to the articles of incorporation requiring member approval. The Member of the Corporation, by a number of votes cast sufficient for approval, adopted and approved the proposed amendments by written consent dated September 15, 2014 and executed in accordance with Section 617.0701, Florida Statutes.

4. The effective date of the Restated Articles shall be 12:01 a.m. on January 1, 2015.

IN WITNESS WHEREOF, the undersigned officer of the Corporation has caused this certificate to be executed on behalf of the Corporation this 4th day of December, 2014.

MENTAL HEALTH RESOURCE
CENTER, INC.

By: 

Name: Robert Sommers, Ph.D.

Title: President/CEO

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Exhibit A

**SECOND AMENDED AND RESTATED ARTICLES OF INCORPORATION OF
MENTAL HEALTH RESOURCE CENTER, INC.**

(Effective January 1, 2015)

Pursuant to the Florida Not For Profit Corporation Act, Chapter 617, Florida Statutes, the following is submitted:

ARTICLE I

NAME

The name of the corporation (the "Corporation") is MENTAL HEALTH RESOURCE CENTER, INC.

ARTICLE II

PRINCIPAL OFFICE

The principal office and mailing address of the Corporation will be located at 10550 Deerwood Park Boulevard, Suite 600, Jacksonville, Florida 32256, and may be changed to such other address as may be determined by the Board of Directors from time to time.

ARTICLE III

DURATION

The term of duration of the Corporation shall be perpetual.

ARTICLE IV

PURPOSES, LIMITATIONS AND DISSOLUTION

4.1 **Purposes.** The Corporation is organized and shall be operated exclusively for charitable, educational and scientific purposes, and not for pecuniary profit, and to the extent consistent with such purposes, to provide mental health, alcoholism and substance abuse treatment services, and child welfare services, including without limitation owning, leasing, conducting, operating or managing mental health, alcoholism and substance abuse treatment programs and health care facilities and other facilities related thereto; and to make contributions and confer benefits in furtherance of its purposes to Renaissance Behavioral Health Systems, Inc. and Renaissance Center, Inc., or to such other organization or organizations that qualify as organizations exempt from federal income taxation under Section 501(c)(3) of the Internal Revenue Code of 1986, as amended, and the Treasury Regulations issued thereunder, or the corresponding provisions of any future United States Internal Revenue law (the "Code").

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4.2 Limitations. No part of the net earnings of the Corporation shall inure to the benefit of or be distributable to its Members, directors, officers or other private persons, except that the Corporation shall be authorized and empowered to pay reasonable compensation for services rendered and to make payments and distributions in furtherance of the purposes set forth in Section 4.1 of this Article. No substantial part of the activities of the Corporation shall be the carrying on of propaganda, or otherwise attempting to influence legislation, and the corporation shall not participate in, or intervene in (including the publishing or distribution of statements) any political campaign on behalf of any candidate for public office. Notwithstanding any other provision of these Articles, the Corporation shall not carry on any other activities not permitted to be carried on: (a) by any organization exempt from federal income taxation under Section 501(c)(3) of the Code; or (b) by an organization contributions to which are deductible under Section 170(c)(2) of the Code.

4.3 Dissolution. Upon the dissolution of the Corporation, the Board of Directors shall distribute the assets of the Corporation in accordance with applicable law, and to the extent not inconsistent therewith shall, after paying or making adequate provision for the payment of the liabilities and obligations of the Corporation, and after the return, transfer, or conveyance of assets which are held by the Corporation under a condition requiring their return, transfer or conveyance by reason of dissolution, shall distribute all of the assets of the Corporation exclusively for the purposes of the Corporation, to Renaissance Behavioral Health Systems, Inc. and Renaissance Center, Inc., or to such other organization or organizations organized for charitable, educational or scientific purposes and having its or their principal place of business in Duval County, Florida, as the Board of Directors shall determine; provided, however, that any organizations to which assets are distributed pursuant to this paragraph shall, at the time, qualify as organizations exempt from federal income taxation under Section 501(c)(3) of the Code.

ARTICLE V

POWERS

Subject to the restrictions and limitations set forth in Article IV and the bylaws, the Corporation shall have and may exercise all powers, rights and authorities as are now or may hereafter be granted to corporations not for profit under the laws of the State of Florida, including but not limited to the power, right and authority to elect or appoint such officers and agents as its affairs shall require and allow them reasonable compensation; to make contracts and incur liabilities; to borrow money at such rates of interest as the Corporation may determine, issue its notes, bonds and other obligations, and secure any of its obligations by mortgage and pledge of all or any of its property, franchises or income; to conduct its affairs, carry on its operations and have offices and exercise its powers in any state, territory, district or possession of the United States or any foreign country; to purchase, take, receive, lease, take by gift, devise, or bequest or otherwise acquire, own, hold, improve, use or otherwise deal in and with real or personal property, or any interest therein, wherever situated; to acquire, enjoy, utilize and dispose of patents, copyrights and trademarks and any licenses and other rights or interests thereunder or therein; to sell, convey, mortgage, grant security interests in, pledge, lease, exchange, transfer or otherwise dispose of all or any part of its property and assets; to purchase, take, receive, subscribe for or otherwise acquire, own, hold, vote, use, employ, sell, mortgage, lend, pledge or otherwise dispose of and otherwise use and deal in and with, shares and other

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interests in, or obligations of, other domestic or foreign corporations, whether for profit or not for profit, associations, partnerships or individuals, or direct or indirect obligations of the United States, or of any other government, state, territory, governmental district or municipality, or of any instrumentality thereof; to lend money for its corporate purposes, invest and reinvest its funds, and take and hold real and personal property as security for the payment of funds so loaned or invested; to make donations for the public welfare or for charitable, scientific, educational or other similar purposes; and to exercise all powers necessary or convenient to effect any or all of the purposes for which the Corporation is organized, including the power to make guaranties when deemed by the Board of Directors to be in furtherance of such purpose or purposes.

ARTICLE VI

MEMBERSHIP

The Corporation shall have one member, which shall be Renaissance Behavioral Health Systems, Inc., a Florida not for profit corporation (the "Member").

ARTICLE VII

BOARD OF DIRECTORS

7.1 Board of Directors. All corporate powers shall be exercised by or under the authority of, and the affairs of the Corporation shall be managed under the direction of, the Board of Directors, except as otherwise provided by law or in these Articles or the bylaws of Corporation.

7.2 Number and Election. The Corporation shall at all times have at least three (3) members of the Board of Directors. The members of the Board of Directors shall be elected by the Member as provided in the bylaws of the Corporation.

ARTICLE VIII

INDEMNIFICATION

Subject to the bylaws, the Board of Directors is hereby specifically authorized to make provisions for indemnification of directors, officers, employees and agents to the full extent permitted by law.

ARTICLE IX

BYLAWS

Bylaws, not inconsistent with law or these Articles, for the administration of the affairs of the Corporation and the exercise of its corporate powers, shall be adopted and may be changed, amended or repealed only by the Member of the Corporation.

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ARTICLE X

AMENDMENTS

These Articles of Incorporation may be amended only by the Member.

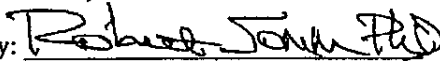
ARTICLE XI

PRESENT REGISTERED OFFICE AND REGISTERED AGENT

The street address of the present registered office of the Corporation is 10550 Deerwood Park Boulevard, Suite 600, Jacksonville, Florida 32256, and the name of its registered agent at such address is Robert A. Sommers, Ph.D.

IN WITNESS WHEREOF, the undersigned officer of the Corporation has caused these Second Amended and Restated Articles of Incorporation to be executed on behalf of the Corporation this 4th day of December, 2014.

MENTAL HEALTH RESOURCE
CENTER, INC.

By: 

Name: Robert Sommers, Ph.D.

Title: President/CEO

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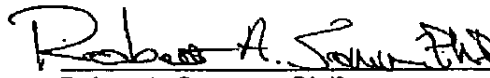
**CERTIFICATE OF DESIGNATION
REGISTERED AGENT/REGISTERED OFFICE**

Pursuant to the provisions of Section 617.0501, Florida Statutes, the undersigned corporation, organized under the laws of the State of Florida, submits the following statement in designating the registered office/registered agent, in the State of Florida.

1. The name of the corporation is:
MENTAL HEALTH RESOURCE CENTER, INC.
2. The name and address of the registered agent and office are:
**ROBERT A. SOMMERS, PH.D.
10550 DEERWOOD PARK BOULEVARD, SUITE 600
JACKSONVILLE, FLORIDA 32256**

HAVING BEEN NAMED AS REGISTERED AGENT AND TO ACCEPT SERVICE OF PROCESS FOR THE ABOVE STATED CORPORATION AT THE PLACE DESIGNATED IN THIS CERTIFICATE, I HEREBY ACCEPT THE APPOINTMENT AS REGISTERED AGENT AND AGREE TO ACT IN THIS CAPACITY. I FURTHER AGREE TO COMPLY WITH THE PROVISIONS OF ALL STATUTES RELATING TO THE PROPER AND COMPLETE PERFORMANCE OF MY DUTIES, AND I AM FAMILIAR WITH AND ACCEPT THE OBLIGATIONS OF MY POSITION AS REGISTERED AGENT.

Date: December ^{4th} 2014


Robert A. Sommers, Ph.D.

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