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DIVISION OF CORPORATIONS

MERGER OR SHARE EXCHANGE

BALLY TOTAL FITNESS CORPORATION

EFFECTIVE DATE
12-31-03

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ARTICLES OF MERGER
 (Profit Corporations)

The following articles of merger are submitted in accordance with the Florida Business Corporation Act, pursuant to section 607.1105, F.S.

First: The name and jurisdiction of the surviving corporation:

Name	Jurisdiction	Document Number (if known/ applicable)	EFFECTIVE DATE
Bally Total Fitness Corporation	Delaware		12-31-03

Second: The name and jurisdiction of each merging corporation:

Name	Jurisdiction	Document Number (if known/ applicable)
BFTF Rehab of Boca Raton, Inc.	Florida	F97000031215
BFTF Rehab of Kendall, Inc.	Florida	F97000031215

Third: The Plan of Merger is attached.

Fourth: The merger shall become effective on the date the Articles of Merger are filed with the Florida Department of State.

OR 12/31/03 (Enter a specific date. NOTE: An effective date cannot be prior to the date of filing or more than 90 days in the future.)

Fifth: Adoption of Merger by surviving corporation - (COMPLETE ONLY ONE STATEMENT)
 The Plan of Merger was adopted by the shareholders of the surviving corporation on December 12, 2003 and Board of Directors

The Plan of Merger was adopted by the board of directors of the surviving corporation on _____ and shareholder approval was not required.

Sixth: Adoption of Merger by merging corporation(s) (COMPLETE ONLY ONE STATEMENT)
 The Plan of Merger was adopted by the shareholders of the merging corporation(s) on December 12, 2003 and Boards of Directors

The Plan of Merger was adopted by the board of directors of the merging corporation(s) on _____ and shareholder approval was not required.

(Attach additional sheets if necessary).

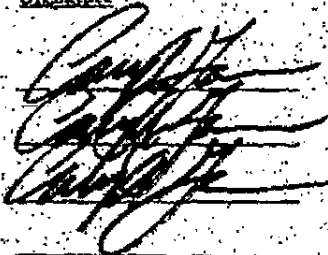
Seventh: SIGNATURES FOR EACH CORPORATION

Name of Corporation

Signature

Typed or Printed Name of Individual & Title

Bally Total Fitness Corporation



Cary A. Gaan, Senior Vice President

BFIT Rehab of Boca Raton, Inc.

Cary A. Gaan, Senior Vice President

BFIT Rehab of Kendall, Inc.

Cary A. Gaan, Senior Vice President

AGREEMENT AND PLAN OF MERGER

THIS AGREEMENT AND PLAN OF MERGER (the "Agreement"), dated as of the 12th day of December, 2003 (the "Effective Date"), between Bally Total Fitness Corporation, a Delaware corporation (the "Surviving Corporation"), BFIT Rehab of Kendall, Inc., a Florida corporation ("BFIT Kendall") and BFIT Rehab of Boca Raton, Inc., a Florida corporation ("BFIT Boca", together with BFIT Kendall are collectively referred to herein as the "Non-Surviving Corporations", and together with the Surviving Corporation, collectively referred to herein as the "Constituent Corporations"), is to evidence the following agreements and understandings:

WITNESSETH:

WHEREAS, the sole Stockholder and all of the members of the Board of Directors of the Surviving Corporation and the sole Shareholder and all of the members of the respective Boards of Directors of each of the Non-Surviving Corporations have each determined that it is in the best interests of the Constituent Corporations that the Non-Surviving Corporations merge with and into the Surviving Corporation (the "Merger") upon the terms and subject to the conditions set forth in this Agreement;

WHEREAS, the Surviving Corporation is a corporation duly organized and existing under the laws of the State of Delaware and has adequate corporate power to conduct its business as it is presently conducted. The authorized capital stock of the Surviving Corporation consists of One Thousand (1,000) shares of common stock, with \$1.8750 par value per share ("Surviving Corporation Stock"), of which Eight Hundred (800) shares are issued and outstanding and held by Bally Total Fitness Holding Corporation, a Delaware corporation. There are no other authorized or outstanding shares of capital stock or other equity securities of the Surviving Corporation. All outstanding shares of the Surviving Corporation Stock are duly authorized, validly issued, fully paid and nonassessable;

WHEREAS, BFIT Boca is a corporation duly organized and existing under the laws of the State of Florida and has adequate corporate power to conduct its business as it is presently conducted. The authorized capital stock of BFIT Boca consists of One Thousand (1,000) shares of common stock, with \$1.00 par value per share ("BFIT Boca Stock"), of which One Hundred (100) shares are issued and outstanding and held by BFIT Rehabilitation Services, Inc., a Delaware corporation ("BFIT Rehabilitation"). There are no other authorized or outstanding shares of capital stock or other equity securities of BFIT Boca. All outstanding shares of BFIT Boca Stock are duly authorized, validly issued and outstanding, fully paid and nonassessable;

WHEREAS, BFIT Kendall is a corporation duly organized and existing under the laws of the State of Florida and has adequate corporate power to conduct its business as it is presently conducted. The authorized capital stock of BFIT Kendall consists of One Thousand (1,000) shares of common stock, with \$1.00 par value per share ("BFIT

Kendall Stock", together with BFIT Boca Stock are collectively referred to herein as the "Non-Surviving Corporations Stock", of which One Hundred (100) shares are issued and outstanding and held by BFIT Rehabilitation. There are no other authorized or outstanding shares of capital stock or other equity securities of BFIT Kendall. All outstanding shares of BFIT Kendall Stock are duly authorized, validly issued and outstanding, fully paid and nonassessable; and

WHEREAS, the registered office of the Surviving Corporation in the State of Delaware is located at Corporation Trust Center, 1209 Orange Street, in the City of Wilmington, Delaware 19801. The name of the registered agent at such address is The Corporation Trust Company.

WHEREAS, the registered office of each of the Non-Surviving Corporations in the State of Florida is located at 1200 South Pine Island Road, Plantation, Florida 33324. The name of the registered agent of each of the Non-Surviving Corporations at such address is CT Corporation System.

NOW, THEREFORE, the Constituent Corporations, in consideration of the mutual covenants, agreements and provisions hereinafter contained do hereby prescribe the terms and conditions of the Merger and mode of carrying the same into effect as follows:

FIRST: On the Effective Date, the Non-Surviving Corporations shall merge into the Surviving Corporation and each of the separate corporate existences of the Non-Surviving Corporations will cease, and the Surviving Corporation will continue as the surviving corporation.

SECOND: The name of the Surviving Corporation shall continue to be Bally Total Fitness Corporation.

THIRD: The Restated Certificate of Incorporation of the Surviving Corporation, as amended to date and as in effect on the Effective Date, shall continue in full force and effect as the Restated Certificate of Incorporation of the Surviving Corporation.

FOURTH:

(a) By virtue of the Merger, on the Effective Date, each then issued and outstanding share of each of the Non-Surviving Corporations Stock owned of record and each share of the Non-Surviving Corporations Stock held in each of the Non-Surviving Corporations' treasuries, will automatically be canceled and retired and all rights with respect thereto will cease to exist; and

(b) By virtue of the Merger, on the Effective Date, each then issued share of the Surviving Corporation Stock shall continue to be an issued share of common stock, of the Surviving Corporation and shall thereafter constitute all of the issued shares of common stock of the Surviving Corporation.

FIFTH: The terms and conditions of the Merger are as follows:

(a) The by-laws of the Surviving Corporation as they shall exist on the Effective Date shall be and remain the by-laws of the Surviving Corporation until the same shall be altered, amended or repealed as therein provided;

(b) The members of the Board of Directors and officers of the Surviving Corporation shall continue in office until the next annual meeting of stockholders and until their successors shall have been elected and qualified;

(c) This Merger shall become effective on the Effective Date; and

(d) On the Effective Date, all property, rights, privileges, franchises, patents, trademarks, licenses, registrations and other assets of every kind and description of each of the Non-Surviving Corporations shall be transferred to, vested in and devolve upon the Surviving Corporation without further act or deed and all property, rights, and every other interest of the Surviving Corporation and each of the Non-Surviving Corporations shall be as effectively the property of the Surviving Corporation as they were of the Surviving Corporation and the Non-Surviving Corporations, respectively. Each of the Non-Surviving Corporations hereby agree from time to time, as and when requested by the Surviving Corporation or by its successors or assigns, to execute and deliver or cause to be executed and delivered all such deeds and instruments and to take or cause to be taken such further or other action as the Surviving Corporation may deem necessary or desirable in order to vest in and confirm to the Surviving Corporation title to and possession of any property of the Non-Surviving Corporations acquired or to be acquired by reason of or as a result of the Merger herein provided for and otherwise to carry out the intent and purposes hereof and the proper officers and directors of the Non-Surviving Corporations and the proper officers and directors of the Surviving Corporation are fully authorized in the name of the Non-Surviving Corporations or otherwise to take any and all such action.

SIXTH: Anything herein or elsewhere to the contrary notwithstanding, this Agreement may be terminated and abandoned by the Board of Directors of any of the Constituent Corporations at any time prior to the time that this Agreement filed with the Secretary of State becomes effective. This Agreement may be amended by the Board of Directors of the Constituent Corporations at any time prior to the time that this Agreement filed with the Secretary of State becomes effective, provided that an amendment made subsequent to the adoption of the Agreement by the sole stockholders/shareholders of any of the Constituent Corporations shall not: (1) alter or change the amount or kind of shares, securities, cash, property and/or rights to be received in exchange for or on conversion of all or any of the shares of any class or series thereof of the Constituent Corporations; (2) alter or change any term of the Restated Certificate of Incorporation of the Surviving Corporation to be effected by the Merger; or (3) alter or change any of the terms and conditions of the Agreement if such alteration or

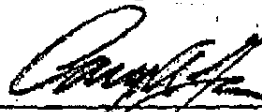
change would adversely affect the holders of any class or series thereof of the Surviving Corporation.

SEVENTH: This Agreement has been duly adopted by written consent of the sole Stockholder and members of the Board of Directors of the Surviving Corporation pursuant to Sections 228 and 141(f), respectively of the Delaware General Corporation Law and by written consent of the sole Shareholder and members of the Board of Directors of each of the Non-Surviving Corporations pursuant to Sections 607.0704 and 607.0821, respectively of the Florida Business Corporation Act.

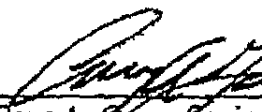
EIGHTH: This Agreement is entered into in accordance with the requirements of Section 252 of the Delaware General Corporation Law and this Agreement is governed by the laws of the State of Delaware.

IN WITNESS WHEREOF, the parties to this Agreement, pursuant to the approval and authority duly given by resolutions adopted by the sole Stockholder/Shareholder and members of the Boards of Directors of each of the Constituent Corporations, have caused these presents to be executed by the Senior Vice President, General Counsel and Secretary of each Constituent Corporation as the respective act, deed and agreement of each of the Constituent Corporations on this 12th day of December, 2003.


BALLY TOTAL FITNESS CORPORATION,
a Delaware corporation

By: 
Cary A. Gaan, Senior Vice President,
General Counsel and Secretary

BFIT REHAB OF KENDALL, INC.,
a Florida corporation

By: 
Cary A. Gaan, Senior Vice President,
General Counsel and Secretary

BFIT REHAB OF BOCA RATON, INC.,
a Florida corporation

By: 
Cary A. Gaan, Senior Vice President,
General Counsel and Secretary