

Document Number Only

393373

CT Corporation System

Requestor's Name

660 East Jefferson Street

Address

Tallahassee, FL 32301 (850)222-1092

City State Zip Phone

CORPORATION(S) NAME

100002993841--1

-09/22/99--01066--011

\*\*\*\*\*70.00 \*\*\*\*\*70.00

100002993841--1

-09/22/99--01066--012

\*\*\*\*\*17.50 \*\*\*\*\*17.50

RECEIVED  
9/30/99

FILED  
SEP 21 PM 11:54  
TALLAHASSEE FLORIDA  
SECRETARY OF STATE

MEDREHAB OF FLORIDA, INC.

MELING INTO:

MEDREHAB, INC.

☐ Profit

☐ NonProfit

☐ Amendment

☒ Merger

☐ Foreign

☐ Dissolution/Withdrawal

☐ Mark

☐ LLC

☐ Limited Partnership

☐ Annual Report

☐ Other UCC Filing

☐ Reinstatement

☐ Reservation

☐ Change of R.A.

☒ Certified Copy (2)

☐ Photo Copies

☐ CUB

☐ Call When Ready

☐ Call if Problem

☐ After 4:30

☒ Walk In

☐ Will Wait

☒ Pick Up

☐ Mail Out

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| Name              |
| Availability      |
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| Updater           |
| Verifier          |
| Acknowledgment    |
| W.P. Verifier     |

Please Return Extra Copies  
File Stamped To:

Jeffrey Butterfield

ARTICLES OF MERGER  
Merger Sheet

-----  
MERGING:

MEDREHAB OF FLORIDA, INC., a Florida corporation 393373  
,

INTO

**MEDREHAB, INC.**, a Delaware corporation not qualified in Florida

File date: September 22, 1999, effective September 30, 1999

Corporate Specialist: Annette Ramsey



FLORIDA DEPARTMENT OF STATE

Katherine Harris  
Secretary of State

September 23, 1999

CT Corporation System  
660 East Jefferson St.  
Tallahassee, FL 32301

SUBJECT: MEDREHAB OF FLORIDA, INC.  
Ref. Number: 393373

WALK-IN  
PICK-UP

We have received your document for MEDREHAB OF FLORIDA, INC. and your check(s) totaling \$87.50. However, the enclosed document has not been filed and is being returned for the following correction(s):

Your document is being returned as requested.

If you have any questions concerning the filing of your document, please call (850) 487-6907.

ATTN: Annette Ramsey  
Corporate Specialist

Letter Number: 399A00046708

Please ~~Refile~~ Back DATE  
TO Sept. 22

RECEIVED  
99 SEP 24 AM 11:00  
FLORIDA DEPARTMENT OF STATE  
TALLAHASSEE, FLORIDA

EFFECTIVE DATE  
9/30/99

FILED  
99 SEP 22 PM 11:54  
SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

**ARTICLES OF MERGER  
OF  
MEDREHAB OF FLORIDA, INC.  
(a Florida corporation)  
WITH AND INTO  
MEDREHAB, INC.  
(a Delaware corporation)**

(FILED UNDER SECTION 607.1105(1) OF THE FLORIDA BUSINESS  
CORPORATION ACT)

Pursuant to Section 607.1105(1) of the Florida Business Corporation Act, the undersigned corporations hereby certify the following:

I.

MedRehab, Inc., a Delaware corporation ("the Parent"), shall be the surviving corporation.

II.

MedRehab of Florida, Inc., a Florida corporation (the "Subsidiary") shall merge with and into the Parent.

III.

Pursuant to an Agreement and Plan of Merger (the "Agreement and Plan of Merger") between the Parent, the Subsidiary and certain other subsidiaries of the Parent listed therein, the Subsidiary is to be merged with and into the Parent (the "Merger") with the Parent being the surviving corporation.

IV.

The Merger shall be effective as of September 30, 1999.

V.

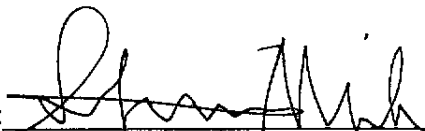
The Articles of Incorporation of the Parent prior, the the effective date of the merger shall be the Articles of Incorporation of the surviving corporaiton, the Parent. Therefore, pursuant to Section 607.1104 of the Florida Business Corporation Act Shareholder approval is not required.

VI.


The Agreement and Plan of Merger has been duly approved by Unanimous Written Consent of the Directors of the Parent (attached hereto as **Exhibit A**) and the Subsidiary (attached hereto as **Exhibit B**) dated September 22, 1999.

**IN WITNESS WHEREOF**, these Articles of Merger have been executed by the undersigned duly authorized officers of the Parent and the Subsidiary on this 22<sup>nd</sup> day of September, 1999.


**MEDREHAB, INC.**

By:   
Stefano M. Miele, Vice President and Secretary


Attest:

By:   
Susan Thomas Whittle, Assistant Secretary

**MEDREHAB OF FLORIDA, INC.**

By:   
Stefano M. Miele, Vice President and Secretary

Attested:

By:   
Susan Thomas Whittle, Assistant Secretary

**EXHIBIT A**

**WRITTEN CONSENT OF THE BOARD OF DIRECTORS  
OF  
MEDREHAB, INC.  
(a Delaware corporation)  
ACTING IN LIEU OF A SPECIAL MEETING**

**September 21, 1999**

Pursuant to Section 141(f) of the General Corporation Law of Delaware and the Bylaws of MedRehab, Inc., a Delaware corporation (the "Corporation"), the undersigned, being all of the directors of the Corporation, by their signatures below, hereby consent to and authorize the following transactions without a meeting of the directors:

**MERGER OF MEDREHAB OF FLORIDA, INC., MEDREHAB OF ILLINOIS, INC.,  
MEDREHAB OF TEXAS, INC., MEDREHAB OF WISCONSIN, INC. AND  
FUNCTIONAL ENHANCEMENTS, INC.  
WITH AND INTO MEDREHAB, INC.**

**WHEREAS**, MedRehab of Florida, Inc., a Florida corporation ("MedRehab of FL"), is a wholly owned subsidiary of the Corporation; and

**WHEREAS**, MedRehab of Illinois, Inc., a Delaware corporation ("MedRehab of IL"), is a wholly owned subsidiary of the Corporation; and

**WHEREAS**, MedRehab of Texas, Inc., a Texas corporation ("MedRehab of TX"), is a wholly owned subsidiary of the Corporation; and

**WHEREAS**, MedRehab of Wisconsin, Inc., a Florida corporation ("MedRehab of WI"), is a wholly owned subsidiary of the Corporation; and

**WHEREAS**, Functional Enhancements, Inc., a Delaware corporation ("Functional Enhancements"), is a wholly owned subsidiary of the Corporation; and

**WHEREAS**, the Board of Directors of the Corporation deems it to be in the best interests of the Corporation that MedRehab of FL, MedRehab of IL, MedRehab of TX, MedRehab of WI and Functional Enhancements be merged with and into the Corporation;

**NOW, THEREFORE, BE IT RESOLVED**, that the Corporation merge with MedRehab of FL, MedRehab of IL, MedRehab of TX, MedRehab of WI and Functional Enhancements, with the Corporation being the survivor of each such merger (the "Mergers"); and be it further

**RESOLVED**, that the Board of Directors of the Corporation hereby approves the terms and conditions of the Mergers as set forth in the Agreement and Plan of Merger

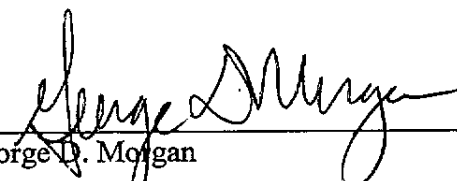
attached hereto as **Exhibit I** (the "Agreement and Plan of Merger"), with such amendments or modifications as any proper officer of the Corporation may in his or her discretion, singly or jointly, deem necessary or desirable; be it further

**RESOLVED**, that the Certificate of Incorporation of the Corporation immediately prior to the effective date of the Merger shall be the Certificate of Incorporation of the surviving corporation; be it further

**RESOLVED**, that the Bylaws, officers and directors of the Corporation immediately prior to the effective date of the Merger shall be the Bylaws, officers and directors of the surviving corporation upon the effectiveness of the Merger; and be it further

**RESOLVED**, that any of the proper officers of the Corporation, and each is hereby authorized and directed to execute and file any necessary documents, including without limitation, the Agreement and Plan of Merger and Certificate of Ownership and Merger with the Secretary of State of Delaware, and to take all other actions necessary to consummate the Merger as contemplated by the Agreement and Plan of Merger.

**IN WITNESS WHEREOF**, the undersigned, being all of the directors of the Corporation, have executed this Written Consent effective as of the date first written above.

  
George D. Morgan

  
Susan Thomas Whittle

## **EXHIBIT I**

**AGREEMENT AND PLAN OF MERGER  
OF  
MEDREHAB OF FLORIDA, INC.  
(a Florida corporation)  
MEDREHAB OF ILLINOIS, INC.  
(a Delaware corporation)  
MEDREHAB OF TEXAS, INC.  
(a Texas corporation)  
MEDREHAB OF WISCONSIN, INC.  
(a Wisconsin corporation)  
AND  
FUNCTIONAL ENHANCEMENTS, INC.  
(a Delaware corporation)  
WITH AND INTO  
MEDREHAB, INC.  
(a Delaware corporation)**

**THIS AGREEMENT AND PLAN OF MERGER** (the "Agreement") is made and entered into as of the 22<sup>nd</sup> day of September, 1999, by and between MedRehab, Inc., a Delaware corporation ("MedRehab"), MedRehab of Florida, Inc., a Florida corporation ("MedRehab of FL"), MedRehab of Illinois, Inc., a Delaware corporation ("MedRehab of IL"), MedRehab of Texas, Inc., a Texas corporation ("MedRehab of TX"), MedRehab of Wisconsin, a Wisconsin corporation ("MedRehab of WI") and Functional Enhancements, Inc., a Delaware corporation ("Functional Enhancements") (MedRehab, MedRehab of FL, MedRehab of IL, MedRehab of TX, MedRehab of WI and Functional Enhancements are hereinafter sometimes collectively referred to as the "Constituent Corporations"). MedRehab of FL, MedRehab of IL, MedRehab of TX, MedRehab of WI and Functional Enhancements are wholly owned subsidiaries of MedRehab.

**WITNESSETH:**

**WHEREAS**, MedRehab has authorized capitalization consisting of 100 shares of common stock, \$.01 par value ("MedRehab Common Stock"); and

**WHEREAS**, MedRehab of FL has authorized capitalization consisting of 1,000 shares of common stock, \$1.00 par value ("MedRehab of FL Common Stock"); and

**WHEREAS**, MedRehab of IL has authorized capitalization consisting of 1,000 shares of common stock, no par value ("MedRehab of IL Common Stock"); and

**WHEREAS**, MedRehab of TX has authorized capitalization consisting of 100,000 shares of common stock, no par value ("MedRehab of TX Common Stock"); and

**WHEREAS**, MedRehab of WI has authorized capitalization consisting of 50,000 shares of common stock, \$1.00 par value ("MedRehab of WI Common Stock"); and



**WHEREAS**, Functional Enhancements has authorized capitalization consisting of 100 shares of common stock, \$.01 par value ("Functional Enhancements Common Stock"); and

**WHEREAS**, the Board of Directors of MedRehab has determined it advisable and for the benefit of its shareholders that MedRehab of FL, MedRehab of IL, MedRehab of TX, MedRehab of WI and Functional Enhancements be merged with and into MedRehab on the terms and conditions hereinafter set forth; and

**WHEREAS**, the Board of Directors of MedRehab has approved this Agreement and the merger contemplated thereby;

**NOW THEREFORE**, for and in consideration of the premises of the mutual agreements, promises and covenants contained herein, and in accordance with the applicable provisions of the General Corporation Law of Delaware, the Florida Business Corporation Act, the Texas Business Corporation Act and the Wisconsin Business Corporation Law the parties hereto agree as follows:

#### **Section 1. Merger**

- 1.1 At the Effective Date (as hereinafter defined) MedRehab of FL shall be merged with and into MedRehab and MedRehab shall survive the merger (the "MedRehab of FL Merger").
- 1.2 At the Effective Date (as hereinafter defined) MedRehab of IL shall be merged with and into MedRehab and MedRehab shall survive the merger (the "MedRehab of IL Merger").
- 1.3 At the Effective Date (as hereinafter defined) MedRehab of TX shall be merged with and into MedRehab and MedRehab shall survive the merger (the "MedRehab of TX Merger").
- 1.4 At the Effective Date (as hereinafter defined) MedRehab of WI shall be merged with and into MedRehab and MedRehab shall survive the merger (the "MedRehab of WI Merger").
- 1.5 At the Effective Date (as hereinafter defined) Functional Enhancements shall be merged with and into MedRehab and MedRehab shall survive the merger (the "Functional Enhancements Merger").
- 1.6 MedRehab, the corporation surviving the MedRehab of FL Merger, the MedRehab of IL Merger, the MedRehab of TX Merger, the MedRehab of WI Merger and the Functional Enhancements Merger (hereinafter sometimes referred to as the "Surviving Corporation"), shall continue its corporate existence under the laws of the State of Delaware.

1.7

Without limiting the foregoing, at and after the Effective Date, the separate existence of MedRehab of FL, MedRehab of IL, MedRehab of TX, MedRehab of WI and Functional Enhancements (the "Merging Corporations") shall cease, and, in accordance with the terms of this Agreement, the Surviving Corporation shall possess all the rights, privileges, immunities and franchises of a public or private nature, of each of the Constituent Corporations; and all debts due on whatever account, including subscriptions to shares and all other choses and actions and all and every other interest of or belonging to or due to each of the Constituent Corporations shall be taken and deemed to be transferred to and invested in the Surviving Corporation without further act or deed; and all property, rights and privileges, powers and franchises and all and every other interest shall thereafter effectively be the property of the Surviving Corporation as they were of the respective Constituent Corporations and the title to any real estate, whether by deed or otherwise, vested in any of said Constituent Corporations shall not revert or be in any way impaired by reason of each merger of the Constituent Corporations referred to herein (collectively, the "Mergers"). The Surviving Corporation shall thenceforth be responsible and liable for all of the liabilities and obligations of the Constituent Corporations. Any claim existing or action or proceeding pending by or against any of said Constituent Corporations may be prosecuted as if the Mergers had not taken place, or the Surviving Corporation may be substituted in its place. Neither the rights of creditors nor any liens upon property of any of the Constituent Corporations shall be impaired by the Mergers.

1.8

Prior to and from and after the Effective Date, the Constituent Corporations shall take all such actions as shall be necessary or appropriate in order to effect the Mergers. If at any time the Surviving Corporation shall consider or be advised of any further assignments or assurances in law or any other actions are necessary, appropriate or desirable to vest in said corporation, according to the terms hereof, the title to any property or rights of the Merging Corporations, the last acting officers of the Merging Corporations, or the corresponding officers of the Surviving Corporation, shall and will execute and make all such proper assignments and assurances and take all action necessary and proper to vest title in such property or rights in the Surviving Corporation, and otherwise to carry out the purposes of this Agreement.

## **Section 2. Terms of Transaction**

2.1 Upon the Effective Date, by virtue of the Mergers:

- (a) Each share of MedRehab Common Stock issued and outstanding immediately prior to the Effective Date shall continue to represent one share of MedRehab Common Stock, which shall be the common stock of the Surviving Corporation; and

- (b) Each share of MedRehab of FL, MedRehab of IL, MedRehab of TX, MedRehab of WI and Functional Enhancements Common Stock outstanding and owned of record by MedRehab and any shares held in the treasury of MedRehab of FL, MedRehab of IL, MedRehab of TX, MedRehab of WI and Functional Enhancements immediately prior to the Effective Date shall be cancelled and no cash or securities or other property shall be issued in respect thereof.

### **Section 3. Directors and Officers**

At the Effective Date, the persons who are directors and officers of MedRehab immediately prior to the Effective Date shall continue as the directors and officers of the Surviving Corporation and shall continue to hold office as provided in the Certificate of Incorporation and Bylaws of the Surviving Corporation until their successors are elected and qualified or their earlier resignation, removal or death.

### **Section 4. Charter and Bylaws**

- 4.1 From and after the Effective Date, the Certificate of Incorporation of MedRehab as in effect immediately prior to the Effective Date shall be the Certificate of Incorporation of the Surviving Corporation and shall continue in effect until the same shall be altered, amended or repealed as therein provided or as provided by law.
- 4.2 From and after the Effective Date, the Bylaws of MedRehab as in effect immediately prior to the Effective Date shall be the Bylaws of the Surviving Corporation and shall continue in effect until the same shall be altered, amended or repealed as therein provided or as provided by law.

### **Section 5. Effectiveness of Merger**

If this Agreement is not terminated and abandoned pursuant to the provisions of Section 6 hereof, a Certificate of Ownership and Merger shall be filed with the Secretary of State of Delaware and Articles of Merger shall be filed with the Secretary of State of Florida, the Secretary of State of Texas and the Secretary of State of Wisconsin. The Mergers shall become effective as of the 30<sup>th</sup> day of September, 1999 (the "Effective Date").

### **Section 6. Termination**

At any time prior to the Effective Date, the Board of Directors of MedRehab may terminate and abandon this Agreement notwithstanding earlier approval by such Board of Directors, although not required, favorable acts on the Mergers by the respective shareholders of each Constituent Corporations.

## **Section 7. Amendments**

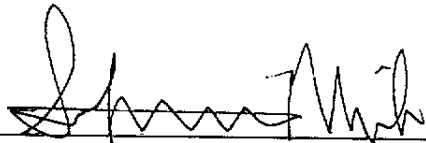
The Board of Directors of each of the Constituent Corporations, prior to the Effective Date, may jointly amend, modify and supplement this Agreement in such manner as they may deem appropriate at any time.

## **Section 8. Miscellaneous**

- 8.1           This Agreement may be executed in counterparts, each of which when so executed shall be deemed to be an original but all of which together shall constitute one and the same instrument.
- 8.2           Except as otherwise provided in this Agreement, nothing contained herein is intended nor shall be construed, to confer upon or give any person, firm or corporation, other than the Constituent Corporations, and their respective shareholders, any rights or remedies under or by reason of this Agreement.
- 8.3           This Agreement and the legal relations between the parties hereto shall be governed by and construed in accordance with the laws of the State of Delaware.

IN WITNESS WHEREOF, each Constituent Corporation has caused this Agreement to be executed on its behalf and the foregoing attested, all by duly authorized officers, as of the date hereinabove first written.

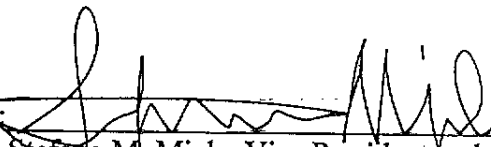
**MEDREHAB, INC.**

By:   
Stefano M. Miele, Vice President and Secretary

Attest:

By:   
Susan Thomas Whittle, Assistant Secretary

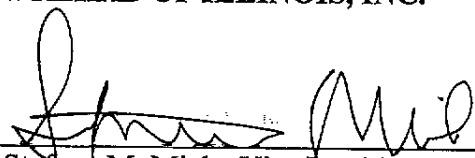
**MEDREHAB OF FLORIDA, INC.**

By:   
Stefano M. Miele, Vice President and Secretary

Attest:

By:   
Susan Thomas Whittle, Assistant Secretary

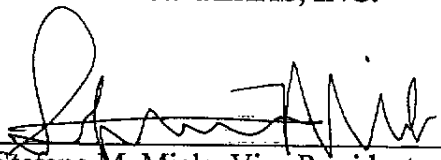
**MEDREHAB OF ILLINOIS, INC.**

By:   
Stefano M. Miele, Vice President and Secretary

Attest:

By:   
Susan Thomas Whittle, Assistant Secretary

**MEDREHAB OF TEXAS, INC.**

By:   
Stefano M. Miele, Vice President and Secretary

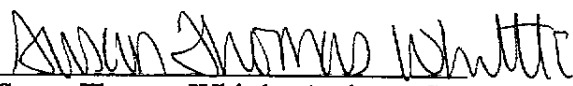
Attest:

By:   
Susan Thomas Whittle, Assistant Secretary


**MEDREHAB OF WISCONSIN, INC.**

By:   
Stefano M. Miele, Vice President and Secretary


Attest:

By:   
Susan Thomas Whittle, Assistant Secretary

**FUNCTIONAL ENHANCEMENTS, INC.**

By:   
Stefano M. Miele, Vice President and Secretary

Attest:

By:   
Susan Thomas Whittle, Assistant Secretary

**EXHIBIT B**

**WRITTEN CONSENT OF THE BOARD OF DIRECTORS  
OF  
MEDREHAB OF FLORIDA, INC.  
(a Florida corporation)  
ACTING IN LIEU OF A SPECIAL MEETING**

**September 22, 1999**

Pursuant to Section 607.0821 of the Florida Business Corporation Act and the Bylaws of MedRehab of Florida, Inc., a Florida corporation (the "Corporation"), the undersigned, being all of the directors of the Corporation, by their signatures below, hereby consent to and authorize the following transactions without a meeting of the directors:

**MERGER OF MEDREHAB OF FLORIDA, INC.  
WITH AND INTO MEDREHAB, INC.**

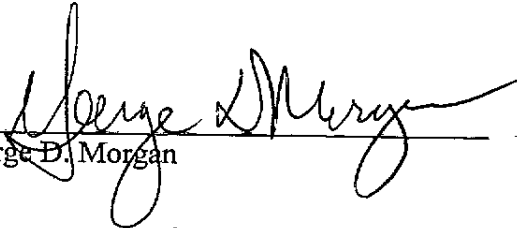
**WHEREAS**, the Corporation has entered into an Agreement and Plan of Merger dated September 22, 1999 between the Corporation, MedRehab, Inc., a Delaware corporation (the "Parent"), and certain other subsidiaries of the Parent listed therein (the "Agreement").


**WHEREAS**, the Board of Directors of the Corporation (the "Board") is desirous of authorizing the Agreement and the transactions contemplated therein.

**NOW, THEREFORE, BE IT RESOLVED**, that the Agreement is hereby approved substantially in the form attached hereto as **Exhibit I**, and the officers of the Corporation are, and each of them is, hereby authorized and directed to take such actions and execute such documents, certificates, agreements or other instruments as they deem necessary, appropriate or desirable, in order to complete the transactions described in the Agreement, the execution by any officer of any document, certificate, agreement or other instrument to be conclusive evidence of the authority of such officer to act for, on behalf and in the name of the Corporation; and be it

**FURTHER RESOLVED**, that any actions heretofore taken by the officers of the Corporation in furtherance of the transactions contemplated by the Agreement are hereby approved, ratified and confirmed as the act and deed of the Corporation.

IN WITNESS WHEREOF, the undersigned, being all of the directors of the Corporation, have executed this Written Consent effective as of the date first written above.

  
George D. Morgan

  
Susan Thomas Whittle



## **EXHIBIT I**

**AGREEMENT AND PLAN OF MERGER  
OF  
MEDREHAB OF FLORIDA, INC.  
(a Florida corporation)  
MEDREHAB OF ILLINOIS, INC.  
(a Delaware corporation)  
MEDREHAB OF TEXAS, INC.  
(a Texas corporation)  
MEDREHAB OF WISCONSIN, INC.  
(a Wisconsin corporation)  
AND  
FUNCTIONAL ENHANCEMENTS, INC.  
(a Delaware corporation)  
WITH AND INTO  
MEDREHAB, INC.  
(a Delaware corporation)**

**THIS AGREEMENT AND PLAN OF MERGER** (the "Agreement") is made and entered into as of the 22<sup>nd</sup> day of September, 1999, by and between MedRehab, Inc., a Delaware corporation ("MedRehab"), MedRehab of Florida, Inc., a Florida corporation ("MedRehab of FL"), MedRehab of Illinois, Inc., a Delaware corporation ("MedRehab of IL"), MedRehab of Texas, Inc., a Texas corporation ("MedRehab of TX"), MedRehab of Wisconsin, a Wisconsin corporation ("MedRehab of WI") and Functional Enhancements, Inc., a Delaware corporation ("Functional Enhancements") (MedRehab, MedRehab of FL, MedRehab of IL, MedRehab of TX, MedRehab of WI and Functional Enhancements are hereinafter sometimes collectively referred to as the "Constituent Corporations"). MedRehab of FL, MedRehab of IL, MedRehab of TX, MedRehab of WI and Functional Enhancements are wholly owned subsidiaries of MedRehab.

**WITNESSETH:**

**WHEREAS**, MedRehab has authorized capitalization consisting of 100 shares of common stock, \$.01 par value ("MedRehab Common Stock"); and

**WHEREAS**, MedRehab of FL has authorized capitalization consisting of 1,000 shares of common stock, \$1.00 par value ("MedRehab of FL Common Stock"); and

**WHEREAS**, MedRehab of IL has authorized capitalization consisting of 1,000 shares of common stock, no par value ("MedRehab of IL Common Stock"); and

**WHEREAS**, MedRehab of TX has authorized capitalization consisting of 100,000 shares of common stock, no par value ("MedRehab of TX Common Stock"); and

**WHEREAS**, MedRehab of WI has authorized capitalization consisting of 50,000 shares of common stock, \$1.00 par value ("MedRehab of WI Common Stock"); and

**WHEREAS**, Functional Enhancements has authorized capitalization consisting of 100 shares of common stock, \$.01 par value ("Functional Enhancements Common Stock"); and

**WHEREAS**, the Board of Directors of MedRehab has determined it advisable and for the benefit of its shareholders that MedRehab of FL, MedRehab of IL, MedRehab of TX, MedRehab of WI and Functional Enhancements be merged with and into MedRehab on the terms and conditions hereinafter set forth; and

**WHEREAS**, the Board of Directors of MedRehab has approved this Agreement and the merger contemplated thereby;

**NOW THEREFORE**, for and in consideration of the premises of the mutual agreements, promises and covenants contained herein, and in accordance with the applicable provisions of the General Corporation Law of Delaware, the Florida Business Corporation Act, the Texas Business Corporation Act and the Wisconsin Business Corporation Law the parties hereto agree as follows:

#### **Section 1. Merger**

- 1.1 At the Effective Date (as hereinafter defined) MedRehab of FL shall be merged with and into MedRehab and MedRehab shall survive the merger (the "MedRehab of FL Merger").
- 1.2 At the Effective Date (as hereinafter defined) MedRehab of IL shall be merged with and into MedRehab and MedRehab shall survive the merger (the "MedRehab of IL Merger").
- 1.3 At the Effective Date (as hereinafter defined) MedRehab of TX shall be merged with and into MedRehab and MedRehab shall survive the merger (the "MedRehab of TX Merger").
- 1.4 At the Effective Date (as hereinafter defined) MedRehab of WI shall be merged with and into MedRehab and MedRehab shall survive the merger (the "MedRehab of WI Merger").
- 1.5 At the Effective Date (as hereinafter defined) Functional Enhancements shall be merged with and into MedRehab and MedRehab shall survive the merger (the "Functional Enhancements Merger").
- 1.6 MedRehab, the corporation surviving the MedRehab of FL Merger, the MedRehab of IL Merger, the MedRehab of TX Merger, the MedRehab of WI Merger and the Functional Enhancements Merger (hereinafter sometimes referred to as the "Surviving Corporation"), shall continue its corporate existence under the laws of the State of Delaware.

1.7 Without limiting the foregoing, at and after the Effective Date, the separate existence of MedRehab of FL, MedRehab of IL, MedRehab of TX, MedRehab of WI and Functional Enhancements (the "Merging Corporations") shall cease, and, in accordance with the terms of this Agreement, the Surviving Corporation shall possess all the rights, privileges, immunities and franchises of a public or private nature, of each of the Constituent Corporations; and all debts due on whatever account, including subscriptions to shares and all other choses and actions and all and every other interest of or belonging to or due to each of the Constituent Corporations shall be taken and deemed to be transferred to and invested in the Surviving Corporation without further act or deed; and all property, rights and privileges, powers and franchises and all and every other interest shall thereafter effectively be the property of the Surviving Corporation as they were of the respective Constituent Corporations and the title to any real estate, whether by deed or otherwise, vested in any of said Constituent Corporations shall not revert or be in any way impaired by reason of each merger of the Constituent Corporations referred to herein (collectively, the "Mergers"). The Surviving Corporation shall thenceforth be responsible and liable for all of the liabilities and obligations of the Constituent Corporations. Any claim existing or action or proceeding pending by or against any of said Constituent Corporations may be prosecuted as if the Mergers had not taken place, or the Surviving Corporation may be substituted in its place. Neither the rights of creditors nor any liens upon property of any of the Constituent Corporations shall be impaired by the Mergers.

1.8 Prior to and from and after the Effective Date, the Constituent Corporations shall take all such actions as shall be necessary or appropriate in order to effect the Mergers. If at any time the Surviving Corporation shall consider or be advised of any further assignments or assurances in law or any other actions are necessary, appropriate or desirable to vest in said corporation, according to the terms hereof, the title to any property or rights of the Merging Corporations, the last acting officers of the Merging Corporations, or the corresponding officers of the Surviving Corporation, shall and will execute and make all such proper assignments and assurances and take all action necessary and proper to vest title in such property or rights in the Surviving Corporation, and otherwise to carry out the purposes of this Agreement.

## **Section 2. Terms of Transaction**

2.1 Upon the Effective Date, by virtue of the Mergers:

- (a) Each share of MedRehab Common Stock issued and outstanding immediately prior to the Effective Date shall continue to represent one share of MedRehab Common Stock, which shall be the common stock of the Surviving Corporation; and

- (b) Each share of MedRehab of FL, MedRehab of IL, MedRehab of TX, MedRehab of WI and Functional Enhancements Common Stock outstanding and owned of record by MedRehab and any shares held in the treasury of MedRehab of FL, MedRehab of IL, MedRehab of TX, MedRehab of WI and Functional Enhancements immediately prior to the Effective Date shall be cancelled and no cash or securities or other property shall be issued in respect thereof.

### **Section 3. Directors and Officers**

At the Effective Date, the persons who are directors and officers of MedRehab immediately prior to the Effective Date shall continue as the directors and officers of the Surviving Corporation and shall continue to hold office as provided in the Certificate of Incorporation and Bylaws of the Surviving Corporation until their successors are elected and qualified or their earlier resignation, removal or death.

### **Section 4. Charter and Bylaws**

- 4.1 From and after the Effective Date, the Certificate of Incorporation of MedRehab as in effect immediately prior to the Effective Date shall be the Certificate of Incorporation of the Surviving Corporation and shall continue in effect until the same shall be altered, amended or repealed as therein provided or as provided by law.

- 4.2 From and after the Effective Date, the Bylaws of MedRehab as in effect immediately prior to the Effective Date shall be the Bylaws of the Surviving Corporation and shall continue in effect until the same shall be altered, amended or repealed as therein provided or as provided by law.

### **Section 5. Effectiveness of Merger**

If this Agreement is not terminated and abandoned pursuant to the provisions of Section 6 hereof, a Certificate of Ownership and Merger shall be filed with the Secretary of State of Delaware and Articles of Merger shall be filed with the Secretary of State of Florida, the Secretary of State of Texas and the Secretary of State of Wisconsin. The Mergers shall become effective as of the 30<sup>th</sup> day of September, 1999 (the "Effective Date").

### **Section 6. Termination**

At any time prior to the Effective Date, the Board of Directors of MedRehab may terminate and abandon this Agreement notwithstanding earlier approval by such Board of Directors, although not required, favorable acts on the Mergers by the respective shareholders of each Constituent Corporations.

## **Section 7. Amendments**

The Board of Directors of each of the Constituent Corporations, prior to the Effective Date, may jointly amend, modify and supplement this Agreement in such manner as they may deem appropriate at any time.

## **Section 8. Miscellaneous**

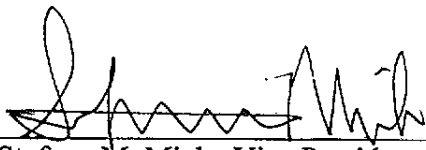
8.1 This Agreement may be executed in counterparts, each of which when so executed shall be deemed to be an original but all of which together shall constitute one and the same instrument.

8.2 Except as otherwise provided in this Agreement, nothing contained herein is intended nor shall be construed, to confer upon or give any person, firm or corporation, other than the Constituent Corporations, and their respective shareholders, any rights or remedies under or by reason of this Agreement.

8.3 This Agreement and the legal relations between the parties hereto shall be governed by and construed in accordance with the laws of the State of Delaware.

IN WITNESS WHEREOF, each Constituent Corporation has caused this Agreement to be executed on its behalf and the foregoing attested, all by duly authorized officers, as of the date hereinabove first written.


**MEDREHAB, INC.**

By:   
Stefano M. Miele, Vice President and Secretary

Attest:

By:   
Susan Thomas Whittle, Assistant Secretary


**MEDREHAB OF FLORIDA, INC.**

By:   
Stefano M. Miele, Vice President and Secretary

Attest:

By:   
Susan Thomas Whittle, Assistant Secretary

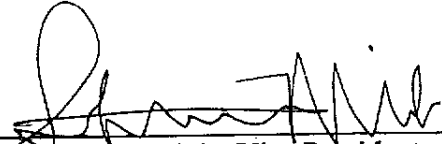
**MEDREHAB OF ILLINOIS, INC.**

By:   
Stefano M. Miele, Vice President and Secretary

Attest:

By:   
Susan Thomas Whittle, Assistant Secretary


**MEDREHAB OF TEXAS, INC.**

By:   
Stefano M. Miele, Vice President and Secretary

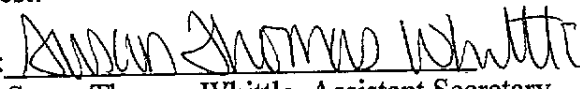
Attest:

By:   
Susan Thomas Whittle, Assistant Secretary

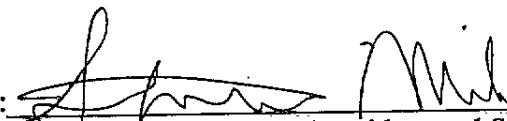
**MEDREHAB OF WISCONSIN, INC.**

By:   
Stefano M. Miele, Vice President and Secretary


Attest:

By:   
Susan Thomas Whittle, Assistant Secretary

**FUNCTIONAL ENHANCEMENTS, INC.**

By:   
Stefano M. Miele, Vice President and Secretary

Attest:

By:   
Susan Thomas Whittle, Assistant Secretary