

110848

(Requestor's Name)

(Address)

(Address)

(City/State/Zip/Phone #)

☐

PICK-UP

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(Business Entity Name)

(Document Number)

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Special Instructions to Filing Officer:

J. HORNE

AUG 11 2023

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23 JUN 29 PM 4:12  
CLERK OF STATE  
TALLAHASSEE, FLORIDA



FLORIDA DEPARTMENT OF STATE  
DIVISION OF CORPORATIONS

Attached is a form for filing *Articles of Merger* pursuant to section 617.1105, Florida Statutes, when two or more not for profit corporations merge. This form is basic and may not meet all merger needs. The advice of an attorney is recommended.

Please complete only one Plan of Merger form or attach your own Plan of Merger.

The document must be typed or printed and must be legible.

Pursuant to section 617.0123, Florida Statutes, a delayed effective date may be specified but may not be later than the 90<sup>th</sup> day after the date on which the document is filed.

**Filing Fee**                      **\$35.00 for each merging and \$35 for each surviving corporation** (Includes a letter of acknowledgment)

**Certified Copy (optional)**    **\$8.75**

Send one check in the total amount payable to the Florida Department of State.

Please include a cover letter containing your telephone number, return address and certification requirements, or complete the attached cover letter.

**Mailing Address:**

Amendment Section  
Division of Corporations  
P.O. Box 6327  
Tallahassee, FL 32314

**Street Address:**

Amendment Section  
Division of Corporations  
The Centre of Tallahassee  
2415 N. Monroe Street, Suite 810  
Tallahassee, FL 32303

For further information, you may contact the Amendment Section at (850) 245-6050.

## COVER LETTER

**TO:** Amendment Section  
Division of Corporations

**SUBJECT:** Bridgeway Center, Inc.  
(Name of Surviving Corporation)

The enclosed Articles of Merger and fee are submitted for filing.

Please return all correspondence concerning this matter to following:

Michelle McGee  
\_\_\_\_\_  
(Contact Person)

Fleet, Smith & Freeman  
\_\_\_\_\_  
(Firm/Company)

1283 Eglin Parkway, Suite A

---

{Address}

Shalimar, FL 32579

---

(City/State and Zip Code)

For further information concerning this matter, please call:

Janet Merritt At (850) 651-4006  
\_\_\_\_\_  
(Name of Contact Person) (Area Code & Daytime Telephone Number)

☐ Certified copy (optional) \$8.75 (Please send an additional copy of your document if a certified copy is requested)

**Mailing Address:**  
Amendment Section  
Division of Corporations  
P.O. Box 6327  
Tallahassee, FL 32314

**Street Address:**  
Amendment Section  
Division of Corporations  
The Centre of Tallahassee  
2415 N. Monroe Street, Suite 810  
Tallahassee, FL 32303

## Articles of Merger

(Not For Profit Corporation)

The following Articles of Merger are submitted in accordance with the Florida Not For Profit Corporation Act, pursuant to section 617.1105, Florida Statutes.

FILED  
23 JUN 29 PM 4:12  
SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

**First:** The name and jurisdiction of the surviving corporation is:

Name	Jurisdiction	Document Number
Bridgeway Center, Inc.	Okaloosa County, Florida	710848

**Second:** The name and jurisdiction of each merging corporation are:

Name	Jurisdiction	Document Number
Bridgeway Health Clinics, Inc	Okaloosa County, Florida	N19000004894

**Third:** The plan of merger is attached as Exhibit A.

**Fourth:** The plan of merger was approved by the Board of Trustees of Bridgeway Center, Inc., on April 8, 2022.

### **Fifth:** ADOPTION OF MERGER BY SURVIVING CORPORATION

There are no members or members entitled to vote on the merger. The Plan of Merger was adopted by the Board of Trustees on September 9, 2022. The number of Trustees in office was 11. The vote for the plan was as follows:

11 FOR 0 AGAINST.

### **Sixth:** ADOPTION OF MERGER BY MERGING CORPORATION

There are no members or members entitled to vote on the merger. The Plan of Merger was adopted by the Board of Directors on October 11, 2022. The number of Directors in office was 5. The vote for the plan was as follows:

5 FOR 0 AGAINST.

**Seventh: SIGNATURES FOR EACH CORPORATION**

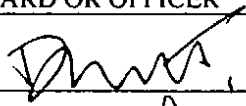
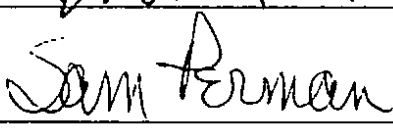
NAME OF CORPORATION	SIGNATURE OF CHAIRMAN / VICE CHAIRMAN OF THE BOARD OR OFFICER	PRINTED OR TYPED NAME
Bridgeway Center, Inc.		David Schjott
Bridgeway Health Clinics, Inc.		Sam Perman

Exhibit A - Plan of Merger

## **AGREEMENT AND PLAN OF MERGER**

This Agreement and Plan of Merger (the "**Agreement**") is dated as of June 30, 2023, by and between BRIDGEWAY CENTER, INC., a Florida Not For Profit corporation ("**Acquiror**"), and BRIDGEWAY HEALTH CLINICS, INC., a Florida Not For Profit corporation (the "**Company**" and, collectively with the Acquiror, the "**Parties**").

## **RECITALS**

**WHEREAS**, the respective Boards of Directors of the Acquiror and the Company have each adopted this Agreement and the transactions contemplated therein, in each case after making a determination that this Agreement and such transactions are advisable and fair to, and in the best interests of, their respective corporation and its shareholders,

**WHEREAS**, pursuant to the transactions contemplated by this Agreement and on the terms and subject to the conditions set forth herein, the Company, in accordance with the Florida Business Corporation Act (the "**FBCA**"), will merge with and into the Acquiror, with the Acquiror as the surviving corporation (the "**Merger**").

**WHEREAS**, the Parties desire to enter into the transactions contemplated by this Agreement,

**NOW, THEREFORE**, in consideration of the mutual covenants, terms, and conditions set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

## **ARTICLE I: DEFINITIONS**

As used in this Agreement, the following terms have the following meanings:

"**Acquiror**" has the meaning set forth in the Preamble.

"**Agreement**" has the meaning set forth in the Preamble.

"**Company**" has the meaning set forth in the Preamble.

"**Confidential Information**" has the meaning set forth in Section 4.1.

"**Effective Time**" means the date and time upon which the Merger contemplated by this Agreement will be effective, subject to the approval of the Board of Directors of each of the

Parties as set forth in Section 2.1, which shall be at the time and on the date that articles of merger are accepted by the Florida Department of State, Division of Corporations.

"**FBCA**" has the meaning set forth in the Recitals.

"**Merger**" has the meaning set forth in the Recitals.

"**Parties**" has the meaning set forth in the Preamble.

"**Surviving Corporation**" has the meaning set forth in Section 2.1.

Any other terms defined herein have the meaning so given them.

## **ARTICLE II: MERGER**

2.1 Merger. Upon the terms and subject to the conditions set forth in this Agreement, and in accordance with the FBCA, the Company shall be merged with and into the Acquiror as of the Effective Time. Following the Effective Time, the separate corporate existence of the Company shall cease and the Acquiror shall be the surviving corporation (the "**Surviving Corporation**"). The effects and consequences of the Merger shall be as set forth in this Agreement and the FBCA.

2.2 Organizational Documents. The bylaws of the Acquiror then in effect at the Effective Time shall be the bylaws of the Surviving Corporation until thereafter amended as provided therein or by the FBCA, and the articles of incorporation of the Acquiror then in effect at the Effective Time, as amended by the amendments to the articles of incorporation attached hereto as Exhibit A, shall be the articles of incorporation of the Surviving Corporation until thereafter amended as provided therein or by the FBCA.

2.3 Board of Directors and Officers. The directors and officers of the Acquiror immediately prior to the Effective Time shall be the directors of the Surviving Corporation from and after the Effective Time and shall hold office until the earlier of their respective death, resignation, or removal or until their respective successors are duly elected or appointed and qualified in the manner provided for in the articles of incorporation and bylaws of the Surviving Corporation or as otherwise provided by the FBCA.



2.4 Shareholder Approval. The consummation of the Merger is subject to the approval of this Agreement and the Merger contemplated hereby by the Board of Directors of each of the Parties.

### **ARTICLE III: EFFECT OF MERGER**

3.1 Effect. Upon the Effective Time, (a) the Acquiror, without further act, deed or other transfer, shall retain or succeed to, as the case may be, and possess and be vested with all the rights, privileges, immunities, powers, franchises and authority, of a public as well as of a private nature, of the Company; (b) all property of every description and every interest therein, and all debts and other obligations of or belonging to or due to the Company on whatever account shall thereafter be taken and deemed to be held by or transferred to, as the case may be, or invested in the Acquiror without further act or deed; (c) title to any real estate, or any interest therein vested in the Company, shall not revert or in any way be impaired by reason of the Merger; and (d) all of the rights of creditors of the Company shall be preserved unimpaired, and all liens upon the property of the Company shall be preserved unimpaired, and all debts, liabilities, obligations and duties of the Company shall thenceforth remain with or be attached to, as the case may be, the Acquiror and may be enforced against it to the same extent as if it had incurred or contracted all such debts, liabilities, obligations and duties.

3.2 Specific Transfers and Assignments. Pursuant to Section 3.1 above, the following assets and contracts will be transferred to the Acquiror:

A. Medicaid: Acquiror will acquire its own Medicaid Provider Number.

B. Medicare: Acquiror is enrolling as a primary care provider with its existing ID and enrollment to cover the needs of Company's existing Medicare patients.

C. Insurance Contracts:

1. Humana Medicaid – contract will be transferred/assigned to Acquiror.
2. Simply Healthcare – contract will be transferred/assigned to Acquiror.
3. Sunshine – contract will be transferred/assigned to Acquiror.
4. Wellcare – contract will be transferred/assigned to Acquiror.
5. Florida Blue – contract will be discontinued.

D. Lease of Company Building: Company leases space from Acquiror under a five-year Commercial Lease Agreement set to expire September 30, 2024. This lease will be terminated as of the Effective Time.

E. Employees of Company: Acquiror intends to retain all Company staff as employees and shall have the right to do so but is not required to retain current employees of Company. Acquiror will, as necessary, renegotiate employee contracts and compensations as Acquiror determines is in its best interest.

F. Outstanding Loan to Bridgeway Center, Inc.: Acquiror loaned Company \$400,000.00 which is due and payable on September 1, 2025, along with certain lines of credit and accounts payable outstanding to Acquiror. The balance of any outstanding amounts on the aforementioned debts will be adjusted off the books of both Acquiror and Company at the end of the fiscal year dated June 30, 2022.

3.3 IRS Reporting. Company will file a final Form 990, along with Articles of Merger or a copy of a resolution of the board if certified Articles of Merger are not available, to notify the Internal Revenue Service of the merger. Acquiror and Company will cooperate and assist the other in any required or necessary IRS filing and notifications as determined by Acquiror's accountant.

## **ARTICLE IV: OTHER PROVISIONS**

4.1 Confidentiality. The Parties acknowledge that during the performance of this Agreement, each of them may be exposed to confidential and proprietary information (the "**Confidential Information**"). Each Party agrees to take all commercially reasonable measures to prevent the Confidential Information from being acquired or disseminated to unauthorized persons to the same extent it protects its own confidential and proprietary information. Parties agree to not disclose the Confidential Information to third parties without the prior written consent of the other Party, except as required by law. This obligation of confidentiality shall survive the termination or abandonment of the Agreement.

4.2 Notices. All notices, requests, consents, claims, demands, waivers and other communications hereunder shall be in writing and shall be deemed to have been given (a) when delivered by hand

(with written confirmation of receipt); (b) when received by the addressee if sent by a nationally recognized overnight courier (receipt requested); (c) on the date sent by facsimile or e-mail of a PDF document (with confirmation of transmission) if sent during normal business hours of the recipient, and on the next business day if sent after normal business hours of the recipient; or (d) on the third day after the date mailed, by certified or registered mail, return receipt requested, postage prepaid. Such communications must be sent to the respective Parties at the following addresses (or at such other address for a Party as shall be specified in a notice given in accordance with this Section 4.2):

If to the Acquiror, to:

Bridgeway Center, Inc.  
205 Shell Ave SE  
Building A  
Fort Walton Beach, FL 32548  
cmcallister@bridgeway.org  
FAX:  
Attention: Clayton McAllister

with a copy (which shall not constitute notice to the Acquiror) to:

Fleet, Smith & Freeman  
1283 Eglin Parkway, Suite A  
Shalimar, FL 32579  
michelle@fleetsmithlaw.com  
FAX: 850-651-5006

If to the Company, to:

Bridgeway Health Clinics, Inc.  
137 Hospital Drive  
Fort Walton Beach, FL 32548  
Heidi.Allen@bridgewayhealthclinics.org  
FAX: 850-226-8859  
Attention: Heidi Allen

with a copy (which will not constitute notice to the Company) to:

Fleet, Smith & Freeman  
1283 Eglin Parkway, Suite A

Shalimar, FL 32579  
michelle@fleetsmithlaw.com  
FAX: 850-651-5006

or to such other persons, addresses, electronic mail, or facsimile numbers as may be designated in writing by the person entitled to receive such communication as provided above.

4.3 Entire Agreement. This Agreement, together with the articles of merger, constitutes the sole and entire agreement of the Parties to this Agreement with respect to the subject matter contained herein and therein, and supersedes all prior and contemporaneous understandings, representations and warranties and agreements, both written and oral, with respect to such subject matter.

4.4 Successor and Assigns. This Agreement shall be binding upon, and shall inure to the benefit of, the Parties hereto and their respective successors and assigns.

4.5 Headings. The headings in this Agreement are for reference only and shall not affect the interpretation of this Agreement.

4.6 No Third-Party Beneficiaries. This Agreement is for the sole benefit of the parties hereto and their respective successors and permitted assigns, and nothing herein, express or implied, is intended to or shall confer upon any other person any legal or equitable right, benefit or remedy of any nature whatsoever, under or by reason of this Agreement.

4.7 Amendment and Modification; Waiver. This Agreement may only be amended, modified, or supplemented by an agreement in writing signed by each Party hereto. No waiver by any Party of any of the provisions hereof shall be effective unless explicitly set forth in writing and signed by the Party so waiving. Except as otherwise set forth in this Agreement, no failure to exercise, or delay in exercising, any rights, remedy, power, or privilege arising from this Agreement shall operate or be construed as a waiver thereof; nor shall any single or partial exercise of any right,

remedy, power, or privilege hereunder preclude any other or further exercise thereof, or the exercise of any other right, remedy, power, or privilege.

4.8 Severability. If any term or provision of this Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction. Upon a determination that any term or other provision is invalid, illegal or unenforceable, the Parties hereto shall negotiate in good faith to modify this Agreement in order to accomplish the original intent of the Parties as closely as possible in a mutually acceptable manner in order that the transactions contemplated hereby be consummated as originally contemplated to the greatest extent possible.

4.9 Governing Law and Jurisdiction.

This Agreement, including all exhibits attached hereto, and all matters arising out of or relating to this Agreement, are governed by and shall be construed in accordance with the laws of the State of Florida without regard to the conflict of laws provisions thereof to the extent such principles or rules would require or permit the application of the laws of any jurisdiction other than those of the State of Florida.

Each Party irrevocably and unconditionally agrees that it will not commence any action, litigation or proceeding of any kind whatsoever against any other Party in any way arising from or relating to this Agreement and all contemplated transactions, in any forum other than the courts of the State of Florida sitting in Okaloosa, and any appellate court having jurisdiction thereof. Each Party irrevocably and unconditionally submits to the exclusive jurisdiction of such courts. Each Party agrees that a final judgment in any such action, litigation, or proceeding is conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law.

4.10 Counterparts. This Agreement may be executed in any number of original counterparts that may be faxed, emailed, or otherwise transmitted electronically with the same effect as if all Parties had signed the same instrument.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement and Plan of Merger as of the date first written above.

BRIDGEWAY CENTER, INC.

By David Schjott, Ed.D.  
Name: David Schjott, Ed.D.  
Title: Bridgeway Center, Inc.  
Board Chair

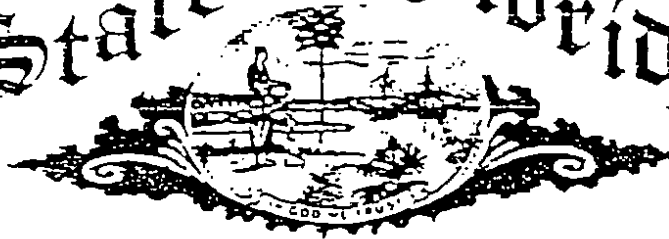
BRIDGEWAY HEALTH CLINICS, INC.

By Sam Perman  
Name: Sam Perman  
Title: Bridgeway Health Clinics, Inc.  
Vice-Chair

**EXHIBIT A**

[INSERT SURVIVING CORPORATION RESTATED ARTICLES OF INCORPORATION OR  
ARTICLES OF INCORPORATION AMENDMENTS]]

# State of Florida



Department of State

I certify that the attached is a true and correct copy of Restated  
Articles of Incorporation, filed on June 17, 1992, for BRIDGEWAY  
CENTER, INC., a Florida corporation, as shown by the records of this  
office.

The document number of this corporation is 710848.

Given under my hand and the  
Great Seal of the State of Florida,  
at Tallahassee, the Capital, this the  
24th day of June, 1992.



CR2EO22 (2-91)

Jim Smith  
Secretary of State



FILED  
1992 JUN 17 PM 12:39  
SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

RESTATED ARTICLES OF INCORPORATION  
OF  
BRIDGEWAY CENTER, INC.

Pursuant to the provisions of Florida Statute 617.1007, BRIDGEWAY CENTER, INC., formerly known as OKALOOSA GUIDANCE CLINIC, INC., whose original Articles of Incorporation were filed on May 9, 1966, adopts the following Restated Articles of Incorporation and certain amended provisions to the Articles of Incorporation.

ARTICLE I. NAME

The name of this corporation is BRIDGEWAY CENTER, INC.

ARTICLE II. PURPOSES  
(as amended)

The general nature of the objects and purposes of this corporation shall be: to provide evaluation and treatment services; to furnish educational services to professionals, agencies, and the general public; to offer consultant services to appropriate individuals and groups (i.e., social agencies, physicians, ministers, courts, schools, attorneys, and public health workers); to participate in community planning and coordination for mental health and related services with other agencies in the community; and to perform any authorized act in accordance with the laws of the State of Florida.

Department of the Treasury  
Internal Revenue Service  
Quality Review Staff  
Taxpayer Assistance Group  
P. O. Box 1055 - RM 907  
Atlanta, Georgia 30370-0000

Date: OCT 24 1989

Date of Inquiry:  
10/10/89  
Refer Reply To:  
ORS:EO:TPA  
EIN:  
39-1278065  
FFN:  
580041230

OKALDOSA GUIDANCE CLINIC, INC.  
POST OFFICE BOX 4157  
FT WALTON BEACH FL 32549-4157

Dear Taxpayer:

This is in response to your request for confirmation of your exemption from Federal Income Tax.

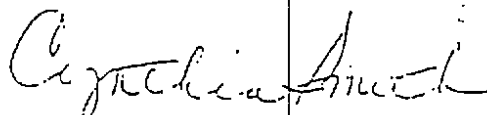
You were recognized as an organization exempt from Federal Income Tax under section 501(c)(3) of the Internal Revenue Code by our letter of January, 1970. You were further determined not to be a private foundation within the meaning of section 509(a) of the Code because you are an organization described in section 170(b)(1)(A)(vi) and 509(a)(1).

Contributions to you are deductible as provided in section 170 of the Code.

The tax exempt status recognized by our letter referred to above is currently in effect and will remain in effect until terminated, modified, or revoked by the Internal Revenue Service. Any change in your purposes, character, or method of operation must be reported to us so we may consider the effect of the change on your exempt status. You must also report any changes in your name and address.

Thank you for your cooperation.

Sincerely yours,



Exempt Organizations Coordinator

ARTICLES OF INCORPORATION  
OF  
OKALOOSA GUIDANCE CLINIC INC.

FILED  
1966 MAY -9 AM 10:35  
SECRETARY OF STATE  
TALLAHASSEE FLORIDA

We, the undersigned, with other persons being desirous of forming a corporation for charitable and philanthropic purposes, under the provisions of Ch. 617 of the Florida Statutes, do agree to the following:

ARTICLE I. NAME

The name of this corporation is OKALOOSA GUIDANCE CLINIC, INC.

ARTICLE II. PURPOSES

C  
O  
P  
Y

The general nature of the objects and purposes of this corporation shall be: to develop a coordinated citizens' voluntary movement to work toward the improved care and treatment of the mentally ill and handicapped; for improved methods and services in research, prevention, detection, diagnosis and treatment of mental illness, disturbances, and handicaps; and for the promotion of mental health.

ARTICLE III. QUALIFICATION OF MEMBERS

The membership of this corporation shall constitute all persons hereinafter named as subscribers and such other persons as, from time to time hereafter, may become members, in the manner provided in the by-laws.

ARTICLE IV. TERM OF EXISTENCE

This corporation is to exist perpetually.

ARTICLE V. SUBSCRIBERS

The names and residences of the subscribers to these articles are:

NAME	RESIDENCE
Catherine P. Berridge	411 East Hollywood Blvd. Fort Walton Beach, Florida.
L. M. Pritchett	221 Morarity Street Fort Walton Beach, Florida.
Harold L. Berridge	411 East Hollywood Blvd. Fort Walton Beach, Florida.
F. E. Caldwell, M.D.	321 Hollywood Blvd. Fort Walton Beach, Florida.
Ernest Wimberly	539 Beachview Drive Fort Walton Beach, Florida.

## ARTICLE VI. OFFICERS

Section 1. The officers of the corporation shall be a President, such number of Vice Presidents, a Secretary, a Treasurer, and such other officers as may be provided in the by-laws.

Section 2. The names of the persons who are to serve as officers of the corporation until the first meeting of the Board of Directors are:

OFFICE	NAME
President	Catherine P. Berridge
Vice President	Mrs. Dale Fleming
Treasurer	Barbara Scofield
Secretary	Bryan Smith

Section 3. The officers shall be elected at the annual meeting of the Board of Directors or as provided by the by-laws.

## ARTICLE VII. BOARD OF DIRECTORS.

Section 1. The business affairs of this corporation shall be managed by the Board of Directors. This corporation shall have 20 directors initially. The number of directors may be increased from time to time, by the by-laws, but shall never be less than three.

Section 2. The Board of Directors shall be members of the corporation.

Section 3. Members of the Board of Directors shall be elected and hold office in accordance with the by-laws.

Section 4. The names and addresses of the persons who are to serve as directors for the ensuing year, or until the first annual meeting of the corporation, are:

NAME	ADDRESS
Catherine P. Berridge	Mrs. 411 East Hollywood Blvd, Fort Walton Beach, Florida.
Max Bruner, Jr.	Okaloosa County Court House, Crestview, Florida
Joe Livingston	County Court House, Crestview, Florida
Fred E. Caldwell, M.D.	321 E. Hollywood Blvd., Fort Walton Beach, Fla.
H.L. Berridge	411 E. Hollywood Blvd., Fort Walton Beach, Florida
Henry Eddins, Rev.	498 E. 8th St., Crestview, Florida.
Meterio Montez, Col.	498 Andrew Drive, Valparaiso, Florida.
Mary Burnett, Mrs.	W.E. Combs High School, Fort Walton Beach, Florida
L. M. Pritchett	221 Moriarity Ave., Fort Walton Beach, Florida.
Robert J. Saxer, Dr.	Hospital Dr., 214, Fort Walton Beach, Florida.
Mrs Roy L. Scarborough	21 S. Elliott Rd., Fort Walton Beach, Florida
Mrs Walter Ruckel	68 Eastview Ave., Valparaiso, Florida.
Joseph Carter, Mrs.	983 U.S. 90 W., Crestview, Florida.
Elva May Wilkinson	304 E. First St., Crestview, Florida
William Burnham, Mrs.	47 East Third St., Fort Walton Beach, Fla.

Ernest Wimberly , 539 Beachview Drive, Fort Walton Beach, Florida.  
Mary Sweeney, Mrs., Skinner's Clothing Store, Valparaiso, Florida.  
Bryan Smith, Holt, Florida.  
Barbara Scofield, Mrs. 325 Yacht Club Rd., Fort Walton Beach, Florida.  
Dale Fleming, Mrs. 850 North Pearl, Crestview, Florida.

#### ARTICLE VIII. BY-LAWS

Section 1. The Board of Directors of the corporation may provide such by-laws for the conduct of its business and the carrying out of its purposes as they may deem necessary from time to time.

Section 2. Upon proper notice the by-laws may be amended, altered or rescinded by a majority vote of those members of the Board of Directors present at any regular meeting or special meeting called for that purpose.

#### ARTICLE IX. AMENDMENTS

Section 1. These Articles of Incorporation may be amended at a special meeting of the membership called for that purpose by a majority vote of those present.

Section 2. Amendments may also be made at a regular meeting of the membership upon notice given, as provided by the by-laws, of intention to submit such amendments.

#### ARTICLE X. LOCATION

The location of this corporation shall be at 222 Hospital Drive, Fort Walton Beach, Florida, but may be moved to any other address in Okaloosa County, Florida, by a majority vote of the Board of Directors.

IN WITNESS WHEREOF, we, the undersigned subscribing incorporators, have hereunto set our hands and seals, this the 3rd day of May A.D. 1966, for the purpose of forming this corporation not for profit under the laws of the State of Florida.

Ernest Wimberly  
L. M. Patchett  
Frederick E. Caldwell  
Harold L. Burdick  
Ernest Wimberly

C  
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P  
Y

STATE OF FLORIDA)

OKALOOSA COUNTY)

Before me, a Notary Public duly authorized in the State and County named above to take acknowledgments, personally appeared Catherine P. Berridge, L. M. Pritchett, Harold L. Berridge, F. C. Caldwell and Ernest Wimberly, to me known to be the persons described as subscribers in and who executed the foregoing articles of incorporation, and they acknowledged before me that they executed and subscribed to these articles of incorporation.

Witness my hand and official seal in the county and state named above this the 3rd day of May, A.D. 1966.

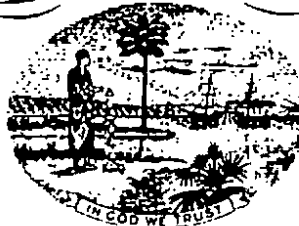
*Ruby Wimberly*  
\_\_\_\_\_  
NOTARY PUBLIC

MY COMMISSION EXPIRES

NOTARY PUBLIC, STATE OF FLORIDA AT LARGE  
MY COMMISSION EXPIRES APR. 26, 1970  
BONDED THROUGH FRED W. DIETELHORST

C  
O  
P  
Y

State of Florida



Office of Secretary of State

*J. Tom Adams, Secretary of State of the State of Florida,*  
do hereby certify that the above and foregoing is a true and correct copy of

CERTIFICATE OF INCORPORATION

OF

OKALOOSA GUIDANCE CLINIC, INC.

a corporation not for profit organized and existing under  
the Laws of the State of Florida, filed on the 9th day  
of May A. D., 1966 as shown by the records of  
this office.

*Given under my hand and the Great Seal of  
the State of Florida at Tallahassee, the Capital,  
this the 9th day of May  
A. D. 1966*



*[Signature]*  
Secretary of State