

FI 2000000 2011

(Requestor's Name)

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☐ PICK-UP

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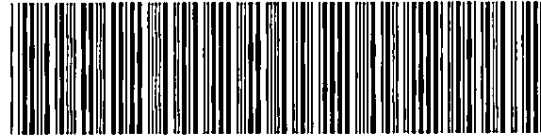
(Business Entity Name)

(Document Number)

Certified Copies _____ Certificates of Status _____

Special Instructions to Filing Officer:

Office Use Only



900322332739

19 JAN -2 AM 11:41

Merger

R. WHITE
JAN 03 2019

FILED
2019 JAN -2 AM 8:21
STATE
TALLAHASSEE, FL

RW

CT Corp.

3458 Lakeshore Drive, Tallahassee, FL 32312
850-656-4724

Date: 1/2/2019

Acc#I20160000072



Name:	NET HEALTH FLORIDA, INC. - NET HEALTH SYSTEMS, INC
Document #:	
Order #:	11355008

Certified Copy of Arts & Amend:	<input type="checkbox"/>			
Plain Copy:	<input type="checkbox"/>			
Certificate of Good Standing:	<input type="checkbox"/>			
	<input type="checkbox"/>			
Apostille/Notarial Certification:	<input type="checkbox"/>		Country of Destination:	
			Number of Certs:	

Filing: <input checked="" type="checkbox"/>	Certified: <input checked="" type="checkbox"/>
	Plain:
	COGS:

Availability _____
Document _____
Examiner _____
Updater _____
Verifier _____
W.P. Verifier _____
Ref# _____

Amount: \$ 78.75

Thank you!

COVER LETTER

TO: Amendment Section
Division of Corporations

SUBJECT: Net Health Systems, 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:

Joshua Moyer

Contact Person

Net Health Systems, Inc.

Firm/Company

40 24th Street

Address

Pittsburgh PA 15222

City/State and Zip Code

jmoyer@nethealth.com

E-mail address: (to be used for future annual report notification)

For further information concerning this matter, please call:

Joshua Moyer

Name of Contact Person

At (412) 235-4146

Area Code & Daytime Telephone Number

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

STREET ADDRESS:

Amendment Section
Division of Corporations
Clifton Building
2661 Executive Center Circle
Tallahassee, Florida 32301

MAILING ADDRESS:

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

ARTICLES OF MERGER
(Profit Corporations)

FILED

2019 JAN -2 AM 8:21
Business Corporation Act.
SECRETARY OF STATE
TALLAHASSEE, FL

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

First: The name and jurisdiction of the surviving corporation:

<u>Name</u>	<u>Jurisdiction</u>	<u>Document Number</u> (If known/ applicable)
Net Health Systems, Inc.	Pennsylvania	F12000002011

Second: The name and jurisdiction of each merging corporation:

<u>Name</u>	<u>Jurisdiction</u>	<u>Document Number</u> (If known/ applicable)
Net Health Florida, Inc.	Florida	P12000052277

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 01 /02 /2019 (Enter a specific date. NOTE: An effective date cannot be prior to the date of filing or more than 90 days after merger file date.)

Note: If the date inserted in this block does not meet the applicable statutory filing requirements, this date will not be listed as the document's effective date on the Department of State's records.

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 _____.

The Plan of Merger was adopted by the board of directors of the surviving corporation on
12/19/2018 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 _____.

The Plan of Merger was adopted by the board of directors of the merging corporation(s) on
12/19/2018 and shareholder approval was not required.

(Attach additional sheets if necessary)

Seventh: SIGNATURES FOR EACH CORPORATION

Name of Corporation

Signature of an Officer or Director

Typed or Printed Name of Individual & Title

Net Health Systems, Inc.

Heck

Patrick Rooney, Treasurer & CFO

Net Health Florida, Inc.

[Handwritten signature]

Patrick Rooney, Treasurer & CFO

**AGREEMENT AND PLAN OF MERGER
OF NET HEALTH SYSTEMS INC.,
A PENNSYLVANIA CORPORATION,
AND
NET HEALTH FLORIDA, INC.,
A FLORIDA CORPORATION**

THIS AGREEMENT AND PLAN OF MERGER (this "Agreement"), dated as of December 19, 2018 (this "Agreement"), is between Net Health Systems, Inc., a Pennsylvania corporation ("Net Health") and Net Health Florida, Inc., a Florida Corporation ("NHF"). Together, Net Health and NHF shall be called the "Constituent Entities."

RECITALS

WHEREAS, Net Health is a corporation duly organized and existing under the laws of the Commonwealth of Pennsylvania;

WHEREAS, NHF is a corporation organized and existing under the laws of the State of Florida;

WHEREAS, NHF is a wholly-owned subsidiary of Net Health;

WHEREAS, the Constituent Entities desire that NHF merge with and into Net Health (the "Merger");

WHEREAS, NHF, through its board of directors, has determined that it is advisable and in the best interests of NHF to enter into the Merger and has approved this Agreement;

WHEREAS, Net Health, as sole stockholder of NHF, has determined that it is advisable and in the best interests of NHF that NHF merge with and into Net Health upon the terms and conditions herein provided herein and has approved the Merger and this Agreement; and

WHEREAS, Net Health, through its board of directors, has determined that it is advisable and in the best interests of Net Health to enter into the Merger and has approved this Agreement.

NOW, THEREFORE, in consideration of the mutual agreements and covenants set forth herein, Net Health and NHF hereby agree, subject to the terms and conditions hereinafter set forth, as follows:

1. MERGER

1.1 Merger. In accordance with the provisions of this Agreement, the Pennsylvania Business Corporation Law of 1988, as amended (the "PBCL"), and the Florida Business Corporation Act (the "FBCA"), NHF shall be merged with and into Net Health, the separate existence of NHF shall cease and Net Health shall be, and is sometimes referred to as, the "Surviving Corporation," and the name of the Surviving Corporation shall be Net Health Systems, Inc.

1.2 Filing and Effectiveness. The Merger shall be completed when the following actions have been completed:

- (a) This Agreement and the Merger have been adopted and approved by the directors and shareholders of each Constituent Entity in accordance with the requirements of the PBCL and the FBCA, as applicable;
- (b) All of the conditions precedent to the consummation of the Merger specified in this Agreement have been satisfied or duly waived by the party entitled to satisfaction thereof;
- (c) An executed Statement of Merger and/or Articles of Merger meeting the requirements of the PBCL and the FBCA, respectively, have been filed with the Secretary of State of the Commonwealth of Pennsylvania, and the Secretary of State of the State of Florida, respectively.

The date and time when the Merger shall become effective shall be January 2, 2019 at 11:59 p.m. (the "Effective Time of the Merger"). Prior to such time, all of the conditions set forth in subsections (a), (b), and (c) of this Section 1.2 shall be satisfied.

1.3 Effect of the Merger on Outstanding NHF Interests. Upon the Effective Time of the Merger, (a) the outstanding stock interests of NHF, if any, shall be cancelled and no shares of the Surviving Corporation shall be issued in exchange therefor, and (b) the shares of the capital stock of Net Health outstanding immediately prior to such effectiveness shall remain outstanding and shall be all of the outstanding stock of the Surviving Corporation.

1.4 Effect of the Merger, Generally. Upon the Effective Time of the Merger, the separate existence of NHF shall cease, and Net Health, as the Surviving Corporation, (i) shall continue to possess all of Net Health's assets, rights, powers, and property as constituted immediately prior to the Effective Time of the Merger; (ii) shall be subject to all actions previously taken by its board of directors and the board of directors of NHF; (iii) shall succeed, without other transfer, to all of the assets, rights, powers, and property of NHF; (iv) shall continue to be subject to all of the debts, liabilities, and obligations of Net Health as constituted immediately prior to the Effective Time of the Merger; and (v) shall succeed, without other transfer, to all of the debts, liabilities, and obligations of NHF in the same manner as if Net Health had itself incurred them, all as more fully provided under the applicable provisions of the PBCL and the FBCA.

2. GOVERNING DOCUMENTS, MANAGERS, AND OFFICERS

2.1 Certificate of Incorporation. The Certificate of Incorporation of Net Health as in effect immediately prior to the Effective Time of the Merger shall continue in full force and effect as the Certificate of the Surviving Corporation until duly amended in accordance with the provisions thereof and applicable law.

2.2 By-Laws. The By-Laws of Net Health as in effect immediately prior to the Effective Time of the Merger shall continue in full force and effect as the By-Laws of the Surviving Corporation until duly amended in accordance with the provisions thereof and applicable law.

2.3 Directors and Officers. The directors and officers of Net Health immediately prior to the Effective Time of the Merger shall be the directors and officers of the Surviving Corporation until their successors have been duly elected and qualified or until as otherwise provided by law or by the By-Laws of the Surviving Corporation.

3. GENERAL

3.1 Further Assurances. From time to time, as and when required by Net Health or by its successors or assigns, there shall be executed and delivered on behalf of NHF such deeds and other instruments, and there shall be taken or caused to be taken by it such further and other actions as shall be appropriate or necessary in order to vest or perfect in or conform of record or otherwise by Net Health the title to and possession of all the property, interests, assets, rights, privileges, immunities, powers, franchises, and authority of NHF and otherwise to carry out the purposes of this Agreement, and the directors and officers of Net Health are fully authorized in the name and on behalf of NHF or otherwise to take any and all such action and to execute and deliver any and all such deeds and other instruments.

3.2. Abandonment. At any time before the Effective Time of the Merger, this Agreement may be terminated and the Merger may be abandoned for any reason whatsoever by the board of directors of either Constituent Entity, or of both.

3.3. Amendment. Either Constituent Entity may amend this Agreement at any time prior to the filing of the Statement of Merger with the Secretary of State of the Commonwealth of Pennsylvania and/or the Secretary of State of the State of Florida, provided that an amendment made subsequent to the adoption of this Agreement by the stockholders of either Constituent Entity shall not: (i) alter or change any term of the Certificate of Incorporation of the Surviving Corporation to be effected by the Merger, or (ii) alter or change any of the terms and conditions of this Agreement if such alteration or change would adversely affect the stockholders of any Constituent Entity.

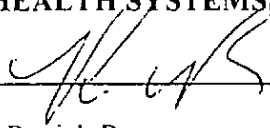
3.4 Registered Office. The registered office of the Surviving Corporation in the Commonwealth of Pennsylvania is Cogency Global, Inc., 600 North 2nd Street, Harrisburg, PA 17101, Dauphin County. The name of its registered agent at such address is Cogency Global, Inc.

3.5 Agreement. Executed copies of this Agreement will be on file at the principal place of business of the Surviving Corporation at 40 24th Street, Pittsburgh, PA 15222, and copies thereof will be furnished to any stockholder of either Constituent Entity upon request and without cost.

3.6 Governing Law. This Agreement shall in all respects be construed, interpreted, and enforced in accordance with and governed by the laws of the Commonwealth of Pennsylvania.

IN WITNESS WHEREOF, this Agreement, having first been approved by resolutions of the respective board of directors of each Constituent Entity, is hereby executed on behalf of each Constituent Entity and attested by their respective officers thereunto duly authorized, as of the date first written above.

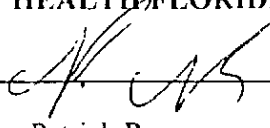
NET HEALTH SYSTEMS, INC.

By:  _____

Name: Patrick Rooney

Title: Treasurer & CFO

NET HEALTH FLORIDA, INC.

By:  _____

Name: Patrick Rooney

Title: Treasurer & CFO