

Division of Corporations

Page 1 of 2

F941314

**Florida Department of State
Division of Corporations
Electronic Filing Cover Sheet**

Note: Please print this page and use it as a cover sheet. Type the fax audit number (shown below) on the top and bottom of all pages of the document.

(((H17000247608 3)))



H170002476083ABC2

Note: DO NOT hit the REFRESH/RELOAD button on your browser from this page. Doing so will generate another cover sheet.

To:

Division of Corporations
Fax Number : (850) 617-6380

From:

Account Name : MATEER & HARBERT, P.A.
Account Number : 120110000097
Phone : (407) 425-9044
Fax Number : (407) 423-2016

Merger
SEP 21 2017
R. WHITE

****Enter the email address for this business entity to be used for future annual report mailings. Enter only one email address please.****

Email Address: Bernadette.Spong@orlandohealth.com

RECEIVED

17 SEP 20 PM 3:38

DEPARTMENT OF STATE
DIVISION OF CORPORATIONS
TALLAHASSEE, FLORIDA

**MERGER OR SHARE EXCHANGE
Healthnet Services, Inc.**

Certificate of Status	0
Certified Copy	0
Page Count	06
Estimated Charge	\$70.00

RECEIVED
SEP 21 2017
R. WHITE

17 SEP 20 AM 8:29

FILED

09/20/2017 WED 15:40 FAX

0002/008

Division of Corporations

Page 2 of 2

(((H17000247608 3)))

FILED

17 SEP 20 AM 8:29

**ARTICLES OF MERGER
OF
HEALTHNET SERVICES, INC.**

(A Florida For Profit Corporation. Document Number: F94314)

AND

HEALTHCHOICE, INC.

(A Florida For Profit Corporation. Document Number: G74260)

In accordance with the Florida Business Corporation Act, pursuant to §607.1104 and §607.1105, Florida Statutes, HEALTHNET SERVICES, INC., a Florida For Profit Corporation (the "Surviving Corporation") with its principal address at 1414 Kuhl Ave, MP2, Orlando, FL 32806, and HEALTHCHOICE, INC., a Florida For Profit Corporation (the "Merged Corporation") with its principal address at 102 Pineloch, Ste. 23, Orlando, FL 32806 hereby adopt the following Articles of Merger for the purpose of merging the Merged Corporation into the Surviving Corporation.

ARTICLE I

HEALTHCHOICE, INC. shall be merged with and into HEALTHNET SERVICES, INC., and the separate existence of HEALTHCHOICE, INC. shall cease. HEALTHNET SERVICES, INC. shall survive the Merger and shall continue to be governed by the laws of the State of Florida.

ARTICLE II

The Plan of Merger attached as Exhibit A was adopted, in accordance with §607.1104 of the Florida Business Corporation Act, by the board of directors of the Surviving Corporation on September 19, 2017. Shareholder approval by the Merged Corporation was not required pursuant to §607.1104 since the Surviving Corporation was the sole shareholder of the Merged Corporation.

ARTICLE IV

The Surviving Corporation agrees to pay to any shareholder with appraisal rights the amount to which such shareholder is entitled as determined under Florida Statutes, Sections §607.1104(4) and §§607.1301-607.1322. For the avoidance of doubt, there are no shareholders of the Merged Corporation with appraisal rights because the Surviving Corporation is the sole shareholder of the Merged Corporation.

ARTICLE V

The Bylaws of the Surviving Corporation as in effect prior to the merger shall continue in effect to govern the Surviving Corporation after the merger. The Surviving Corporation's principal place of business is 1414 Kuhl Ave, MP2, Orlando, FL 32806. A copy of the Articles of Incorporation are maintained in the corporate offices of the Surviving Corporation.

(((H17000247608 3)))

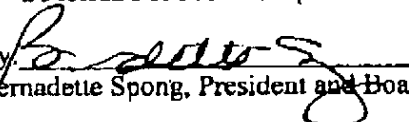
((H17000247608 3)))

ARTICLE VI

The date and time when the Merger shall become effective is September 30, 2017 at 11:59 P.M. (the "Effective Date").

IN WITNESS WHEREOF, the undersigned sign these Articles of Merger as of this 19 day of September 2017.

HEALTHNET SERVICES, INC.
a Florida For Profit Corporation

By 
Bernadette Spong, President and Board Chair

((H17000247608 3)))

((H17000247608 3)))

EXHIBIT A

PLAN OF MERGER OF HEALTHNET SERVICES, INC. (A Florida For Profit Corporation) AND HEALTHCHOICE, INC. (A Florida For Profit Corporation)

This Plan of Merger dated as of September 19, 2017 (the "Agreement") is entered into by Healthnet Services, Inc., a Florida For Profit Corporation ("HEALTHNET"), and its wholly owned subsidiary, Healthchoice, Inc., a Florida For Profit Corporation ("HEALTHCHOICE"). HEALTHNET and HEALTHCHOICE may collectively be referred to herein as the "Constituent Corporations."

Recitals

1. HEALTHNET is a Florida For Profit Corporation duly organized and existing under the laws of the State of Florida.
2. HEALTHCHOICE is a Florida For Profit Corporation duly organized and existing under the laws of the State of Florida.
3. HEALTHNET is the sole shareholder of HEALTHCHOICE.
4. HEALTHNET has determined it is desirable and in the best interest of the Constituent Corporations that HEALTHCHOICE be merged into HEALTHNET with HEALTHNET being the Surviving Corporation.
5. HEALTHNET has approved this Agreement in accordance with and pursuant to §607.1104, Florida Statutes.

NOW, THEREFORE, in consideration of the mutual agreements and covenants set forth herein, HEALTHNET hereby agrees, and, subject to the terms and conditions hereinafter set forth, pursuant to §607.1104 and §607.1109 Florida Statutes, as follows:

ARTICLE I DESIGNATION OF SURVIVING CORPORATION

In accordance with the provisions of this Agreement, and the Florida Business Corporation Act (the "Act"), HEALTHCHOICE shall be merged with and into HEALTHNET (the "Merger"), the separate existence of HEALTHCHOICE shall cease and HEALTHNET shall

((H17000247608 3)))

(((H17000247608 3)))

survive the Merger and shall continue to be governed by the laws of the State of Florida. HEALTHNET shall be, and is herein sometimes referred to as, the "Surviving Corporation."

ARTICLE II

PRINCIPAL OFFICE

The principal office of HEALTHNET shall remain the principal office of the Surviving Corporation following the Merger.

ARTICLE III

TERMS AND CONDITIONS OF MERGER

The Merger will be consummated upon (a) this Agreement having been approved by the directors of HEALTHNET and (b) Articles of Merger of the Constituent Corporations having been filed in accordance with Florida law. The Merger will be consummated in accordance with the terms set forth in this Agreement.

ARTICLE IV

CHARTER DOCUMENTS, DIRECTORS AND OFFICERS

1. Articles of Incorporation and Bylaws. Upon the effectiveness of the Merger, the Articles of Incorporation and Bylaws of HEALTHNET as in effect immediately prior to the effective date of the Merger shall continue in full force and effect as the Articles of Incorporation and Bylaws of the Surviving Corporation until duly amended in accordance with the provisions thereof and applicable law.

2. Directors. The following directors of HEALTHNET immediately prior to the effective date of the Merger shall be the directors of the Surviving Corporation:

- a. Curt Pattee (1414 Kuhl Ave., MP2, Orlando, FL 32806)
- b. Bernadette Spong (1414 Kuhl Ave., MP2, Orlando, FL 32806)
- c. Jamal Hakim, MD (1414 Kuhl Ave., MP2, Orlando, FL 32806)
- d. Mark Jones (1414 Kuhl Ave., MP2, Orlando, FL 32806)
- e. Greg Obe (1414 Kuhl Ave., MP2, Orlando, FL 32806).

They shall continue to serve until their respective successors shall have been duly elected and qualified or until as otherwise provided by law, the Articles of Incorporation, or the Bylaws of the Surviving Corporation.

ARTICLE V

SECURITIES

1. HEALTHCHOICE Shares. Upon the Effective Date of the Merger, the shares of HEALTHCHOICE, by virtue of the Merger and without any action by the Constituent Corporations, shall cease to exist.

2. HEALTHNET Shares. Upon the Effective Date of the Merger, by virtue of the Merger and without any action by the Constituent Corporations, the existing sole shareholder of HEALTHNET shall continue to own all shares of the Surviving Corporation.

(((H17000247608 3)))

(((H17000247608 3)))

3. Appraisal Rights. Shareholders of HEALTHCHOICE who would be entitled to vote and dissent from the merger pursuant to §607.1321, Florida Statutes, may be entitled, if they comply with the provisions of the Act regarding appraisal rights, to be paid the fair value of their shares. For the avoidance of doubt, HEALTHNET is the sole shareholder of HEALTHCHOICE, as noted in Section 4 below, so there are no shareholders of HEALTHCHOICE entitled to dissent from the merge and no shareholders with appraisal rights or rights to be paid fair value for their shares.

4. Waiver. HEALTHNET, being the sole shareholder of HEALTHCHOICE, does hereby waive any appraisal rights it may have regarding the Merger and further waives notice of the Plan of Merger and the written mailing requirement of §607.1104, Florida Statutes.

5. Effect of Merger. Upon the effective date of the Merger, the following shall or shall be deemed to have occurred:

- a. Impact of Merger. (a) the title to all real estate and other property, or any interest therein, owned by HEALTHCHOICE is vested in the Surviving Corporation without reversion or impairment; (b) the Surviving Corporation shall thereafter be responsible and liable for all the liabilities and obligations of HEALTHCHOICE; (c) any claim existing or action or proceeding pending by or against HEALTHCHOICE may be continued as if the Merger did not occur and the Surviving Corporation may be substituted in the proceeding for HEALTHCHOICE; and (d) neither the rights of creditors nor any liens upon the property of HEALTHCHOICE shall be impaired by the Merger.
- b. Classification of Surviving Corporation. For Federal income tax purposes, the Surviving Corporation shall continue to be taxed in the manner in effect immediately prior to the effective date of the Merger.
- c. Continuation of Business. The Surviving Corporation shall continue the business of HEALTHCHOICE and the Surviving Corporation.
- d. Taxable Year. The taxable year of HEALTHCHOICE shall be closed as a result of the Merger.
- e. EIN. The EIN of HEALTHNET shall continue to be the EIN of the Surviving Corporation.

ARTICLE VI APPROVAL OF DIRECTORS AND EFFECTIVE DATE

The Merger shall take place when (a) this Plan of Merger shall have been adopted and approved by the directors of HEALTHNET in accordance with the requirements of the Florida Business Corporation Act and (b) an executed Articles of Merger have been filed with the Secretary of State of the State of Florida. The date and time when the Merger shall become effective is September 30, 2017 at 11:59 P.M. (the "Effective Date").

(((H17000247608 3)))

((H17000247608 3)))

ARTICLE VII
ABANDONMENT OF PLAN OF MERGER

At any time before the filing of this Agreement with the Secretary of the State of the State of Florida, this Agreement may be terminated and the Merger may be abandoned for any reason whatsoever, notwithstanding the approval of this Agreement by the directors or shareholders.

ARTICLE X
GENERAL

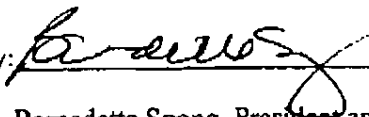
1. Agreement. Executed copies of this Agreement will be on file at the principal place of business of the Surviving Corporation.

2. Governing Law. This Agreement shall in all respects be construed, interpreted, and enforced in accordance with and governed by the laws of the State of Florida.

3. Counterparts. In order to facilitate the filing and recording of this Agreement, the same may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, this Plan of Merger, having been adopted by the directors of HEALTHNET, in accordance with and pursuant to §607.1104, Florida Statutes, is hereby executed on behalf of each of such entity.

HEALTHNET SERVICES, INC.
A Florida For Profit Corporation

By: 
Bernadette Spong, President and Board Chair

((H17000247608 3)))
4841-5317-6143, v. 1