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CORPORATION NAME(S) & DOCUMENT NUMBER(S), (if known):

1. Florida Professional Psycho Services
(Corporation Name) (Document #)
2. into FPM Behavioral Health, Inc.
(Corporation Name) (Document #)
3. _____
(Corporation Name) (Document #)
4. _____
(Corporation Name) (Document #)

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SECRETARY OF STATE
TALLAHASSEE, FLORIDA

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<input type="checkbox"/>	Profit
<input type="checkbox"/>	NonProfit
<input type="checkbox"/>	Limited Liability
<input type="checkbox"/>	Domestication
<input type="checkbox"/>	Other

AMENDMENTS	
<input type="checkbox"/>	Amendment
<input type="checkbox"/>	Resignation of R.A., Officer/ Director
<input type="checkbox"/>	Change of Registered Agent
<input type="checkbox"/>	Dissolution/Withdrawal
<input checked="" type="checkbox"/>	Merger

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OTHER FILINGS	
<input type="checkbox"/>	Annual Report
<input type="checkbox"/>	Fictitious Name
<input type="checkbox"/>	Name Reservation

REGISTRATION/ QUALIFICATION	
<input type="checkbox"/>	Foreign
<input type="checkbox"/>	Limited Partnership
<input type="checkbox"/>	Reinstatement
<input type="checkbox"/>	Trademark
<input type="checkbox"/>	Other

6/4
John
merger

ARTICLES OF MERGER
Merger Sheet

MERGING:

FLORIDA PROFESSIONAL PSYCHOLOGICAL SERVICES, INC., a Florida
corporation, H86736

into

FPM BEHAVIORAL HEALTH, INC., a Delaware corporation F95000000637

File date: June 4, 1998

Corporate Specialist: Joy Moon-French

**ARTICLES OF MERGER
MERGING
FLORIDA PROFESSIONAL PSYCHOLOGICAL SERVICES, INC.
WITH AND INTO
FPM BEHAVIORAL HEALTH, INC.**

FILED
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SECRETARY OF STATE
TALLAHASSEE, FLORIDA

The undersigned corporations, pursuant to Section 607.1107 of the Florida Business Corporation Act, hereby execute the following Articles of Merger:

FIRST: The names of the corporations proposing to merge and the states under the laws of which such corporations are organized are as follows:

<u>Name of Corporation</u>	<u>State</u>
Florida Professional Psychological Services, Inc.	Florida
FPM Behavioral Health, Inc.	Delaware

SECOND: The laws of the state under which such foreign corporation is organized permit such merger and such foreign corporation is complying with those laws in effecting the merger.

THIRD: The foreign corporation has complied with Section 607.1105 of the Florida Business Corporation Act as the surviving corporation of the merger; and the domestic corporation has complied with the applicable provisions of Sections 607.1101 - 607.1104 of the Florida Business Corporation Act.

FOURTH: The Agreement and Plan of Merger is attached hereto and incorporated herein by reference.

FIFTH: The effective date of the merger shall be the date on which these Articles of Merger are filed with the Secretary of State of the State of Florida.

SIXTH: The Agreement and Plan of Merger was adopted by the shareholders of Florida Professional Psychological Services, Inc. on the 2nd day of June, 1998, and was adopted by the shareholders of FPM Behavioral Health, Inc. on the 2nd day of June, 1998.

SIGNED this ^{2nd} day of June, 1998.

FPM BEHAVIORAL HEALTH, INC.

By: James W. McAtee
James W. McAtee
Executive Vice President

FLORIDA PROFESSIONAL
PSYCHOLOGICAL SERVICES, INC.

By: James W. McAtee
James W. McAtee
Executive Vice President

AGREEMENT AND PLAN OF MERGER

AGREEMENT AND PLAN OF MERGER (this "Agreement") made as of June 2, 1998 by and between **FPM BEHAVIORAL HEALTH, INC.**, a Delaware corporation ("FPM") and **FLORIDA PROFESSIONAL PSYCHOLOGICAL SERVICES, INC.**, a Florida corporation ("FPPS"), (together the "Constituent Corporations").

WHEREAS, FPM is a corporation duly organized and validly existing under the laws of the State of Delaware having authorized capital stock consisting of One Thousand (1,000) shares of common stock, \$.01 par value per share, all of which are entitled to vote and of which One Thousand (1,000) shares are issued and outstanding and owned by its sole shareholder; and

WHEREAS, FPPS (sometimes referred to herein as the "Merging Corporation") is a corporation duly organized and validly existing under the laws of the State of Florida having authorized capital stock consisting of Seven Thousand Five Hundred (7,500) shares of common stock, \$1.00 par value per share, all of which are entitled to vote and of which One Hundred Twenty (120) shares are issued and outstanding and owned by its sole shareholder; and

WHEREAS, FPM and FPPS are each wholly-owned subsidiaries of the same ultimate parent corporation; and

WHEREAS, the respective Boards of Directors of FPM and the Merging Corporation deem it advisable that the Merging Corporation merge with and into FPM upon the terms and subject to the conditions set forth herein and in accordance with the laws of the State of Delaware and the State of Florida (the "Merger"), and that the shares of the Merging Corporation be canceled upon consummation of the Merger as set forth herein; and

WHEREAS, the respective Boards of Directors of FPM and the Merging Corporation having by resolution duly adopted, approved and consented to the provisions of this Agreement as the plan of merger required by §252 of the General Corporation Law of the State of Delaware (the "DGCL") and required by Section 607.1107 of the Florida Business Corporation Act ("FBCA");

NOW, THEREFORE, in consideration of the mutual promises set forth herein, the parties hereto agree as follows:

SECTION I.

Effect of the Merger; Manner and Bases of Converting and Canceling Shares

A. At the Effective Time (as defined in Section II below), the Merging Corporation shall be merged with and into FPM, the separate corporate existence of the Merging Corporation (except as may be continued by operation of law) shall cease, and FPM shall continue as the surviving corporation, all with the effects provided by applicable law. FPM in its capacity as the surviving corporation of the Merger, is sometimes referred to herein as the "Surviving Corporation".

B. At the Effective Time, each share of the Merging Corporation issued and outstanding immediately prior to the Effective Time shall, by virtue of the Merger and without any action by the Merging Corporation, the sole shareholder of the Merging Corporation, FPM or any other person, be canceled and no cash or rights or securities or other property shall be payable in respect thereof. At the Effective Time, each issued and outstanding share of the Surviving Corporation shall continue as an issued and outstanding share of the Surviving Corporation.

C. At the Effective Time, the Surviving Corporation shall succeed to, without other transfer, and shall possess and enjoy, all the rights, privileges, immunities, powers and franchises both of a public and a private nature, and shall be subject to all the restrictions, disabilities and duties of each of the Constituent Corporations; and all the rights, privileges, immunities, powers and franchises of each of the Constituent Corporations on whatever account, for stock subscriptions, as well as for all other choses in action inuring or without further act or deed; the Surviving Corporation shall thenceforth be responsible and liable for all liabilities and obligations of each of said Constituent Corporations and any claim existing or action or proceeding pending by or against any of said Constituent Corporations may be prosecuted to judgment as if the Merger had not taken place, or the Surviving Corporation may be proceeded against or substituted in its place. Neither the rights of creditors nor any liens or security interests upon the property of either of the Constituent Corporations shall be impaired by the Merger.

D. The assets and liabilities of the Constituent Corporations, as of the Effective Time of the Merger, shall be taken upon the books of the Surviving Corporation at the amounts at which they shall be carried at that time on the books of the respective Constituent Corporations. The amount of the capital surplus and earned surplus accounts of the Surviving Corporation after the Merger shall be determined by the Board of Directors of the

Surviving Corporation in accordance with the laws of the State of Delaware and with generally accepted accounting principles.

SECTION II.

Effective Time

A. Provided that this Agreement has not been terminated and abandoned pursuant to Section V.(B.) hereof, FPM and the Merging Corporation shall cause a Certificate of Merger to be executed and filed with the Secretary of State of the State of Delaware as provided in Section 252 of the DGCL.

B. Provided that this Agreement has not been terminated and abandoned pursuant to Section V.(B.) hereof, FPM and the Merging Corporation shall cause Articles of Merger and this Agreement and Plan of Merger to be executed and filed with the Secretary of State of the State of Florida as provided in Section 607.1105 of the FBCA.

C. The Merger shall become effective upon the filing of the Certificate of Merger with the Delaware Secretary of State and the Articles of Merger with the Florida Secretary of State (the "Effective Time").

SECTION III.

Articles of Incorporation, By-Laws, Board of Directors and Officers

A. The Certificate of Incorporation of FPM as in effect at the Effective Time shall be the certificate of incorporation of the Surviving Corporation, until it shall be amended as provided by law.

B. The Bylaws of FPM as in effect at the Effective Time, subject to alteration, amendment or repeal from time to time by the Board of Directors or the stockholders of the Surviving Corporation, shall be the Bylaws of the Surviving Corporation.

C. The members of the Board of Directors and the officers of FPM holding office immediately prior to the Effective Time shall be the members of the Board of Directors and the officers (holding the same positions as they held with FPM immediately prior to the

Effective Time) of the Surviving Corporation and shall hold such offices until the expiration of their current terms, or their prior resignation, removal or death.

SECTION IV.

Approval of Shareholders

A. This Agreement shall be submitted for approval as promptly as practicable to the sole stockholder of the Merging Corporation and to the sole stockholder of FPM as provided by law.

SECTION V.

Amendment or Abandonment

A. The Merging Corporation and FPM by mutual consent of their respective Boards of Directors, may amend, modify or supplement this Agreement with respect to the Merging Corporation in such manner as may be agreed upon by them in writing.

B. This Agreement may be terminated and the Merger may be abandoned for any reason by a resolution adopted by the Board of Directors of the Merging Corporation or FPM at any time prior to the Effective Time. In the event of the termination of this Agreement, this Agreement shall forthwith become void and there shall be no liability hereunder on the part of any party or its respective officers and directors, except liability for intentional breach or misrepresentation or common law fraud.

SECTION VI.

Miscellaneous

A. This Agreement may be executed in one or more counterparts, all of which taken together shall constitute one and the same instrument.

B. The internal law, not the law of conflicts, of the State of Delaware will govern all questions concerning the construction, validity and interpretation of this Agreement.

C. This Agreement is not intended to confer upon any person (other than the parties hereto and their respective successors and assigns) any rights or remedies hereunder or by reason hereof.

D. If at any time the Surviving Corporation shall consider or be advised that any further assignment or assurance in law or other action is necessary or desirable to vest, perfect, or confirm, of record or otherwise, in the Surviving Corporation, the title to any property or rights of the Merging Corporation or FPM acquired or to be acquired by or as a result of the Merger, the proper officers and directors of the Merging Corporation or the Surviving Corporation, respectively, shall be and they hereby are severally and fully authorized to execute and deliver such proper deeds, assignments and assurances in law, and take such other action as may be necessary or proper in the name of the Merging Corporation or the Surviving Corporation to vest, perfect or confirm title to such property or rights in the Surviving Corporation and otherwise carry out the purposes of this Agreement.

IN WITNESS WHEREOF, the undersigned, pursuant to the approval and authority duly given by resolutions adopted by their respective Boards of Directors, have each caused this Agreement to be executed by its duly authorized officers, on this ~~1st~~^{2nd} day of June, 1998.

FPM BEHAVIORAL HEALTH, INC.,
a Delaware corporation

By: James W. McAtee
James W. McAtee, Executive Vice President

FLORIDA PROFESSIONAL PSYCHOLOGICAL
SERVICES, INC., a Florida corporation

By: James W. McAtee
James W. McAtee, Executive Vice President