

L07000109761

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.

((H09000260353 3)))



H09000260353ABC

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 : C T CORPORATION SYSTEM
Account Number : FCA000000023
Phone : (850) 222-1092
Fax Number : (850) 878-5368

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

Email Address: "Cover Sheet"

FILED
2009 DEC 17 AM 10:58
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

MERGER OR SHARE EXCHANGE

HCR MANORCARE MEDICAL SERVICES OF FLORIDA, LLC

| | |
|-----------------------|---------|
| Certificate of Status | 0 |
| Certified Copy | 1 |
| Page Count | 10 |
| Estimated Charge | \$68.75 |

Please charge \$90.00

RECEIVED
2009 DEC 17 AM 8:00
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

996-45071

A. LUNT

DEC 18 2009

F. AMINER

FILED
2009 DEC 17 AM 10:58
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

COVER LETTER

TO: Registration Section
Division of Corporations

SUBJECT: HCR ManorCare Medical Services of Florida, LLC
Name of Surviving Party

Please return all correspondence concerning this matter to:

Kathryn S. Hoops

Contact Person

HCR ManorCare Medical Services of Florida, LLC

Firm/Company

333 N. Summit Street

Address

Toledo, Ohio 43604

City, State and Zip Code

khoops@hcr-manorcare.com

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

For further information concerning this matter, please call:

Mary Brownell

Name of Contact Person

at (419)

252.5735

Area Code and Daytime Telephone Number

☒ Certified Copy (optional) \$8.75

STREET ADDRESS:

Registration Section
Division of Corporations
Clifton Building
2661 Executive Center Circle
Tallahassee, FL 32301

MAILING ADDRESS:

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

FILED
2009 DEC 17 AM 10:58
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

Articles of Merger
For
Florida Profit or Non-Profit Corporation

The following Articles of Merger are submitted to merge the following Florida Profit and/or Non-Profit Corporation(s) in accordance with s. 607.1109 or 617.0302, Florida Statutes.

FIRST: The exact name, form/entity type, and jurisdiction for each merging party are as follows:

| <u>Name</u> | <u>Jurisdiction</u> | <u>Form/Entity Type</u> |
|--|---------------------|-------------------------------|
| <u>HCR Physician Management Services, Inc.</u> | <u>Florida</u> | <u>for-profit corporation</u> |
| _____ | _____ | _____ |
| _____ | _____ | _____ |
| _____ | _____ | _____ |

SECOND: The exact name, form/entity type, and jurisdiction of the surviving party are as follows:

| <u>Name</u> | <u>Jurisdiction</u> | <u>Form/Entity Type</u> |
|---|---------------------|----------------------------------|
| <u>HCR ManorCare Medical Services of Florida, LLC</u> | <u>Florida</u> | <u>limited liability company</u> |

THIRD: The attached plan of merger was approved by each domestic corporation, limited liability company, partnership and/or limited partnership that is a party to the merger in accordance with the applicable provisions of Chapters 607, 608, 617, and/or 620, Florida Statutes.

FILED
2009 DEC 17 AM 10:58
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

FOURTH: The attached plan of merger was approved by each other business entity that is a party to the merger in accordance with the applicable laws of the state, country or jurisdiction under which such other business entity is formed, organized or incorporated.

FIFTH: If other than the date of filing, the effective date of the merger, which cannot be prior to nor more than 90 days after the date this document is filed by the Florida Department of State:

December 31, 2009

SIXTH: If the surviving party is not formed, organized or incorporated under the laws of Florida, the survivor's principal office address in its home state, country or jurisdiction is as follows:

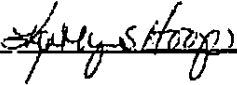
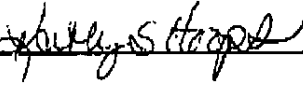
SEVENTH: If the surviving party is an out-of-state entity, the surviving entity:

a.) Appoints the Florida Secretary of State as its agent for service of process in a proceeding to enforce any obligation or the rights of dissenting shareholders of each domestic corporation that is party to the merger.

b.) Agrees to promptly pay the dissenting shareholders of each domestic corporation that is a party to the merger the amount, if any, to which they are entitled under s. 607.1302, F.S.

FILED
2009 DEC 17 AM 10:58
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

EIGHTH: Signature(s) for Each Party:

| Name of Entity/Organization: | Signature(s): | Typed or Printed Name of Individual: |
|---|---|---|
| BCR Physician Management Services, Inc. |  | Kathryn S. Hoops Vice President |
| BCR ManorCare Medical Services of Florida, LLC |  | Kathryn S. Hoops Authorized Person |

| | |
|-----------------------------------|---|
| Corporations: | Chairman, Vice Chairman, President or Officer (If no directors selected, signature of incorporator.) |
| General Partnerships: | Signature of a general partner or authorized person |
| Florida Limited Partnerships: | Signatures of all general partners |
| Non-Florida Limited Partnerships: | Signature of a general partner |
| Limited Liability Companies: | Signature of a member or authorized representative |

Fees: \$35.00 Per Party

Certified Copy (optional): \$8.75

FILED

2009 DEC 17 AM 10:58

SECRETARY OF STATE
TALLAHASSEE, FLORIDA

AGREEMENT AND PLAN OF MERGER

between

HCR MANORCARE MEDICAL SERVICES OF FLORIDA, LLC,
a Florida corporation

and

HCR PHYSICIAN MANAGEMENT SERVICES, INC.,
a Florida corporation

THIS AGREEMENT AND PLAN OF MERGER, effective as of December 31, 2009, this Plan is between HCR Physician Management Services, Inc., a Florida corporation (the "Target Corporation") and HCR ManorCare Medical Services of Florida, LLC, a Florida limited liability company (the "Surviving Company").

WITNESSETH

WHEREAS, Surviving Company desires to acquire the properties and other assets and to assume all of the liabilities and obligations of the Target Corporation by means of merger of the Target Corporation with and into Surviving Company, whereby the Surviving Company will be the surviving entity of the Merger;

WHEREAS, the boards of directors of the Target Corporation and Surviving Company desire to effect the Merger pursuant to Section 607 et al of the Florida Business Corporation Act, Florida Statutes;

WHEREAS, the boards of directors of the Target Corporation and Surviving Company have approved and declared the advisability of this Plan and the consummation of the Merger; and

WHEREAS, for federal income tax purposes, the Surviving Company and the Target Corporation intend that the Merger will qualify as reorganization within the meaning of Section 368a of the Internal Revenue Code of 1986, as amended, and the regulations promulgated thereunder.

NOW THEREFORE, the parties hereto hereby agree as follows:

ARTICLE I - THE MERGER

SECTION 1.01. The Merger

At the Effective Time, as defined below, the Target Corporation will be merged with and into the Surviving Company whereupon the separate existence of the Target Corporation will cease and Surviving Company will be the surviving entity of the Merger in accordance with Section 607 et al of the Florida Business Corporation Act. After satisfaction or, to the extent permitted hereunder, waiver of all conditions to the Merger as the Target Corporation and Surviving Company will determine, Surviving Company will file the Articles of Merger with the Florida Department of State, Division of Corporations, and make all other filings or recordings required by Florida law in connection with the Merger. The Merger will become effective as of

December 31, 2009 (the "Effective Time").

SECTION 1.02. Conversion of Interests

At the Effective Time, each share of capital stock in the Target Corporation outstanding immediately before the Effective Time will by virtue of the Merger and without any action on the part of the holder thereof be canceled and no consideration will be issued in respect thereof. At the Effective Time, each share of capital stock in Surviving Company outstanding immediately before the Effective Time will by virtue of the Merger and without any action on the part of the holder thereof remain unchanged and continue to remain outstanding share of capital stock in the Surviving Company.

ARTICLE II - THE SURVIVING COMPANY

SECTION 2.01. Articles of Organization

The articles of organization of Surviving Company in effect immediately before the Effective Time will be the articles of organization of the Surviving Company. The name of the Surviving Company will be HCR ManorCare Medical Services of Florida, LLC.

SECTION 2.02. Operating Agreement

The operating agreement of Surviving Company in effect immediately before the Effective Time will be the operating agreement of the Surviving Company.

SECTION 2.03. Directors and Officers

The directors and officers of the Surviving Company in effect immediately before the Effective Time of the Merger will be the directors and officers respectively of the Surviving Company.

SECTION 2.04. Address

The address for the known place of business of the Surviving Company will be 333 N. Summit Street, Toledo, Ohio 43604.

ARTICLE III - REPRESENTATIONS AND WARRANTIES

SECTION 3.01. Representations and Warranties of Target Corporation

The Target Corporation hereby represents and warrants that it: (i) it is a corporation duly formed, validly existing, and in good standing under the laws of the State of Florida; (ii) has all the requisite power and authority to own, lease, and operate its properties and assets and to carry on its business as it is now being conducted; (iii) is duly qualified to do business as foreign person and is in good standing in each jurisdiction where the character of its properties or the nature of its activities make such qualification necessary; (iv) is not in violation of any provisions of its certificate of incorporation or bylaws; and (v) has full power and authority to execute and deliver this Plan and consummate the Merger and the other transactions contemplated by this Plan.

SECTION 3.02. Representations and Warranties of Surviving Company

The Surviving Company hereby represents and warrants that it: (i) it is a limited liability company duly formed, validly existing, and in good standing under the laws of the State of Florida; (ii) has all the requisite power and authority to own, lease, and operate its properties and assets and to carry on its business as it is now being conducted; (iii) is duly qualified to do business as foreign person and is in good standing in each jurisdiction where the character of its properties or the nature of its activities make such qualification necessary; (iv) is not in

FILED
2009 DEC 17 AM 10:58
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

violation of any provisions of its operating agreement; and (v) has full power and authority to execute and deliver this Plan and consummate the Merger and the other transactions contemplated by this Plan.

FILED
2009 DEC 77 AM 10: 58
CLERK OF STATE
TALLAHASSEE, FLORIDA

ARTICLE IV - TRANSFER AND CONVEYANCE OF ASSETS AND ASSUMPTION OF LIABILITIES

SECTION 4.01. Transfer Conveyance and Assumption

At the Effective Time, the Surviving Company will continue in existence as the Surviving Company and without further transfer, succeed to and possess all of the rights, privileges, and powers of the Target Corporation. All of the assets and property of whatever kind and character of the Target Corporation will vest in Surviving Company without further act or deed. Thereafter, the Surviving Company will be liable for all of the liabilities and obligations of the Target Corporation and any claim or judgment against the Target Corporation may be enforced against HCR ManorCare Medical Services of Florida, LLC as the Surviving Company.

SECTION 4.02. Liability and Service of Process

At the Effective Time, the Surviving Company will consent to be sued and served with process in the State of Florida and the Surviving Company will irrevocably appoint the Secretary of State for the State of Florida as agent to accept service of process in any proceeding in the State of Florida to enforce against the Surviving Company any obligation of the Target Corporation.

SECTION 4.03. Further Assurances

If, at any time, the Target Corporation will consider or be advised that any further assignment, conveyance, or assurance is necessary or advisable to vest, perfect, or confirm of record the title to any property or right of Surviving Company or otherwise to carry out the provisions hereof, the proper representatives of Surviving Company will execute and deliver any and all proper deeds, assignments, and assurances and do all things necessary or proper to vest, perfect, or convey title to such property or right in the Surviving Company and otherwise to carry out the provisions hereof.

ARTICLE V - CONDITIONS TO THE MERGER

SECTION 5.01. Conditions to the Obligations of Each Party

The obligations of Surviving Company and the Target Corporation to consummate the Merger are subject to the satisfaction or waiver of the following conditions as of the Effective Time: (i) no provision of any applicable law or regulation and no judgment, injunction, order, or decree will prohibit the consummation of the Merger; (ii) all actions by, or in respect of, or filings with any governmental body, agency, official, or authority required to permit the consummation of the Merger will have been obtained; and (iii) this Plan will have been adopted by the holders of all of the outstanding voting power of the Target Corporation in accordance with the requirements of the Florida Business Corporation Act and the certificate of incorporation and bylaws of the Target Corporation and such consent has not subsequently been revoked.

ARTICLE VI - TERMINATION

SECTION 6.01. Termination

This Plan may be terminated and the Merger may be abandoned at any time before the

FILED

2009 DEC 17 AM 10:58
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

Effective Time notwithstanding the adoption of this Plan by the stockholders of the Target Corporation by mutual written consent of each of Surviving Company and the Target Corporation.

SECTION 6.02. Effect of Termination

If this Plan is terminated pursuant to Section 6.01, this Plan will become void and of no effect with no liability on the part of any party hereto.

ARTICLE VII - MISCELLANEOUS

SECTION 7.01. Amendments/No Waivers

This Plan may be amended, modified, or supplemented by the board of directors of the Surviving Company and the Target Corporation at any time before the Effective Time, whether before or after the adoption of this Plan by the sole stockholder of Target Corporation, provided, however, that after any such adoption there will not be made any amendment that by law requires the further approval by such stockholder without such further approval. This Plan may not be amended except by an instrument in writing signed on behalf of each of the Surviving Company and the Target Corporation. No failure or delay by any party hereto in exercising any right power or privilege hereunder will operate as a waiver thereof, nor will any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any other right, power, or privilege. The rights and remedies herein provided will be cumulative and not exclusive of any rights or remedies provided by law.

SECTION 7.02. Integration

All prior or contemporaneous agreements, contracts, promises, representations, and statements, if any, among the Surviving Company and the Target Corporation or their representatives are merged into this Plan and this Plan will constitute the entire understanding between Surviving Company and the Target Corporation with respect to the subject matter hereof.

SECTION 7.03. Successors and Assigns

The provisions of this Plan will be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns, provided that no party may assign, delegate, or otherwise transfer any of its rights or obligations under this Plan without the consent of the other parties hereto.

SECTION 7.04. Governing Law

This Plan will be governed by and construed in accordance with the laws of the State of Florida.

SECTION 7.05. Corporate Documents

Interested persons may request copies of the certificate of incorporation, bylaws, and other charter documents from the Surviving Company at the address specified in Section 2.04

SIGNATURE PAGE FOLLOWS

FILED

2009 DEC 17 AM 10:58

SECRETARY OF STATE
TALLAHASSEE, FLORIDA

IN WITNESS WHEREOF, the parties hereto have caused this Plan to be duly executed by their respective authorized representatives on December 14, 2009, with an effective date of December 31, 2009.

TARGET CORPORATION:

HCR Physician Management Services, Inc.

By: Kathryn S. Hoops
Kathryn S. Hoops, Vice President

SURVIVING COMPANY:

HCR ManorCare Medical Services of Florida, LLC

By: Kathryn S. Hoops
Kathryn S. Hoops, Vice President