

I ALBRITTON



**STOLL
KEENON
OGDEN**

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2000 PNC PLAZA
500 WEST JEFFERSON STREET
LOUISVILLE, KY 40202-2828
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TENNIA Y. HILL, CKP
DIRECT DIAL: (502) 560-4207
DIRECT FAX: (502) 627-8707
tennia.hill@skofirm.com

November 16, 2015

VIA FEDERAL EXPRESS

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

**Re: Certified Rehabilitation Center of Florida, Inc.
Document No. P00000089453**

Dear Sir or Madam:

Enclosed are an original and one photocopy of the Articles of Merger for the above referenced entity, along with a check in the amount of \$70.00, representative of the filing fees. Please return the file stamped copies to me in the enclosed self-addressed envelope.

If you have any questions, please feel free to contact me.

Sincerely,

Tennia Y. Hill
Certified Kentucky Paralegal

Enclosures



 **COPY**

FLORIDA DEPARTMENT OF STATE
Division of Corporations

November 18, 2015

STOLL KEENON OGDEN
% TENNIA Y. HILL
2000 PNC PLAZA - 500 W. JEFFERSON ST.
LOUISVILLE, KY 40202-2828

SUBJECT: CERTIFIED REHABILITATION CENTER OF FLORIDA, INC.
Ref. Number: P00000089453

We have received your document for CERTIFIED REHABILITATION CENTER OF FLORIDA, INC. and your check(s) totaling \$70.00. However, the enclosed document has not been filed and is being returned for the following correction(s):

Articles of Merger between a Florida Profit and other business entity must be filed pursuant to 607.1109, Florida Statutes. Please see the enclosed form.

Please return your document, along with a copy of this letter, within 60 days or your filing will be considered abandoned.

If you have any questions concerning the filing of your document, please call (850) 245-6050.

Irene Albritton
Regulatory Specialist II

Letter Number: 915A00024412

RECEIVED
15 DEC - 1 PM 2:14

EFFECTIVE DATE
Dec 11 2015

**CERTIFICATE/ARTICLES OF MERGER
OF
CERTIFIED REHABILITATION CENTER OF FLORIDA, INC.
INTO
TRILOGY REHAB SERVICES, LLC**

FILED
2015 DEC -1 PM 12:39
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

To the Secretary of State of Delaware:

To the Secretary of State of Florida:

Pursuant to the provisions of Title 6, Section 18-209 of the Delaware Limited Liability Company Act and Section 607.1109 of the Florida Business Corporation Act, the undersigned entities have adopted these Certificate/Articles of Merger as follows:

1. The constituent business entities which are to merge are:
 - (a) Certified Rehabilitation Center of Florida, Inc., a Florida corporation (the "Corporation"), Document No. P00000089453 and
 - (b) Trilogy Rehab Services, LLC, a Delaware limited liability company (the "LLC"), File No. 4068774.
2. The Plan of Merger is as follows:
 - (a) The constituent business entities that are parties to the merger are Certified Rehabilitation Center of Florida, Inc. and Trilogy Rehab Services, LLC. The name of the surviving business entity is Trilogy Rehab Services, LLC.
 - (b) Limited liability is retained by the surviving business entity.
 - (c) The manner and basis of converting the shares of the Corporation and the membership interests of the LLC are as follows:
 - (i) Each share of common stock in the Corporation which is issued and outstanding immediately before the merger, shall, by virtue of the merger and without any action on the part of the holder thereof, be converted into one membership interest unit in the LLC; and
 - (ii) Each unit of membership interest in the LLC outstanding immediately before the merger, shall, by virtue of the merger and as of the effective date of the merger, cease to exist.
 - (d) The Certificate of Formation of the LLC, as in effect on the effective date of the merger, shall continue in full force and effect as the Certificate of Formation of the LLC and shall not be changed or amended by the merger.
 - (e) The LLC reserves the right and power, after the effective date of the merger, to alter, amend, change, or repeal any of the provisions contained

in its Articles of Organization in the manner now or hereafter prescribed by statute, and all rights conferred on officers, managers or members herein are subject to this reservation.

- (f) The Operating Agreement of the LLC, as such Operating Agreement exists on the effective date of the merger, shall remain and be the Operating Agreement of the LLC until altered, amended, or repealed, or until a new Operating Agreement shall be adopted in accordance with the provisions thereof, the Articles of Organization and applicable law.
- (g) On the effective date of the merger, the separate existence of the Corporation shall cease (except to the extent continued by statute), and all of its property, rights, privileges, and franchises, of whatsoever nature and description, shall be vested in the LLC, without further act or deed. Confirmatory deeds, assignments, or other like instruments, when deemed desirable by the LLC to evidence such vesting of any property, right, privilege, or franchise, shall at any time, or from time to time, be made and delivered in the name of the Corporation by the last acting officers thereof, or by the corresponding officers or members of the LLC.

3. The surviving business entity is Trilogy Rehab Services, LLC.

4. The Agreement and Plan of Merger between the Corporation and the LLC was duly approved and executed by each constituent business entity in accordance with the laws applicable to such business entity.

5. The Agreement and Plan of Merger between the Corporation and the LLC is on file at the principal executive office address of the surviving limited liability company located at 303 N. Hurstbourne Parkway, Suite 200, Louisville, Kentucky 40222. A copy of the Agreement and Plan of Merger will be furnished by the surviving limited liability company, on request and without cost, to any shareholder of the Corporation or Member of the LLC.

6. The principal executive office address of the surviving limited liability company shall be 303 N. Hurstbourne Parkway, Suite 200, Louisville, Kentucky 40222.

7. The LLC agrees that it may be served with process in the State of Florida in a proceeding to enforce any obligation or the rights of dissenting shareholders of the Corporation, irrevocably appointing the Secretary of State as its agent to accept service of process in any such action, suit or proceeding and the address to which a copy of such process shall be mailed to by the Secretary of State is 303 N. Hurstbourne Parkway, Suite 200, Louisville, Kentucky 40222.

8. The surviving LLC agrees to promptly pay to the dissenting shareholders of the Corporation that is a party to the merger the amount, if any, to which they are entitled under Section 607.1302 of the Florida Business Corporation Act.

9. The effective date and time of the merger shall be December 1, 2015 at 12:01 a.m.

{Signature page follows}

IN WITNESS WHEREOF, these Certificate/Articles of Merger are executed by each constituent business entity.

CERTIFIED **REHABILITATION TRILOGY REHAB SERVICES, LLC**, a
CENTER OF FLORIDA, INC., a Florida Delaware, limited liability company
corporation

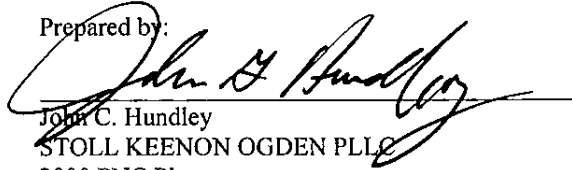
By:  PARAGON ACQUISITION, INC.,
its Sole Shareholder

By: _____
Bradley Williamson,
Vice President of Finance

By:  TRILOGY HEALTH SERVICES,
LLC, its Sole Shareholder

By: _____
Bradley Williamson,
Vice President of Finance

Prepared by:


John C. Hundley
STOLL KEENON OGDEN PLLC
2000 PNC Plaza
500 West Jefferson Street
Louisville, Kentucky 40202
(502) 333-6000

429322.150635/1251001.1

**AGREEMENT AND PLAN OF MERGER
BETWEEN
CERTIFIED REHABILITATION CENTER OF FLORIDA, INC.
AND
TRILOGY REHAB SERVICES, LLC**

CERTIFIED REHABILITATION CENTER OF FLORIDA, INC., a Florida corporation (the "Corporation"), and TRILOGY REHAB SERVICES, LLC, a Delaware limited liability company (the "LLC"), in accordance with Section 607.1109 of the Florida Business Corporation Act and the provisions of Title 6, Section 18-209 of the Delaware Limited Liability Company Act, adopt this Agreement and Plan of Merger ("this Agreement"), as follows:

ARTICLE I

The parties hereby agree to effect a merger by and between Certified Rehabilitation Center of Florida, Inc. a Florida corporation (the "Corporation"), and Trilogy Rehab Services, LLC, a Delaware limited liability company (the "LLC"). The principal office address of Corporation and LLC is:

303 N. Hurstbourne Parkway
Suite 200
Louisville, Kentucky 40222

ARTICLE II

The entity to survive the merger is the LLC.

ARTICLE III

The Plan of Merger is as follows:

- (a) The constituent business entities that are parties to the merger are Certified Rehabilitation Center of Florida, Inc. and Trilogy Rehab Services, LLC. The name of the surviving business entity is Trilogy Rehab Services, LLC.
- (b) Limited liability is retained by the surviving business entity.
- (c) The manner and basis of converting the shares of Corporation and the membership interests of the LLC are as follows:
 - (i) Each share of common stock in the Corporation which is issued and outstanding immediately before the merger, shall, by virtue of the merger and without any action on the part of the holder thereof, be converted into one membership interest unit in the LLC; and

- (ii) Each unit of membership interest in the LLC outstanding immediately before the merger, shall, by virtue of the merger and as of the effective date of the merger, cease to exist.
- (d) The Certificate of Formation of the LLC, as in effect on the effective date of the merger, shall continue in full force and effect as the Certificate of Formation of the LLC and shall not be changed or amended by the merger.
- (e) The LLC reserves the right and power, after the effective date of the merger, to alter, amend, change, or repeal any of the provisions contained in its Certificate of Formation in the manner now or hereafter prescribed by statute, and all rights conferred on officers, managers or members herein are subject to this reservation.
- (f) The Operating Agreement of the LLC, as such Operating Agreement exists on the effective date of the merger, shall remain and be the Operating Agreement of the LLC until altered, amended, or repealed, or until a new Operating Agreement shall be adopted in accordance with the provisions thereof, the Certificate of Formation and applicable law.
- (g) On the effective date of the merger, the separate existence of the Corporation shall cease (except to the extent continued by statute), and all of its property, rights, privileges, and franchises, of whatsoever nature and description, shall be vested in the LLC, without further act or deed. Confirmatory deeds, assignments, or other like instruments, when deemed desirable by the LLC to evidence such vesting of any property, right, privilege, or franchise, shall at any time, or from time to time, be made and delivered in the name of the Corporation by the last acting officers thereof, or by the corresponding officers or members of the LLC.

ARTICLE IV

4.1 This Agreement was duly approved and executed by the Shareholders of the Corporation pursuant to a unanimous consent resolution duly executed by all of the shareholders of the Corporation.

4.2 This Agreement was duly approved and executed by the Members of the LLC pursuant to a unanimous consent resolution duly executed by all of the members of the LLC.

ARTICLE V

The effective date and time of the merger shall be December 1, 2015 at 12:01 a.m.

{Signature page follows}

IN WITNESS WHEREOF, this Agreement and Plan of Merger has been executed by each of Certified Rehabilitation Center of Florida, Inc., a Florida corporation, and Trilogy Rehab Services, LLC, a Delaware limited liability company, pursuant to the express delegation of authority afforded by each such corporation to its Shareholders and limited liability company to its Members as of November 16, 2015.

**CERTIFIED REHABILITATION
CENTER OF FLORIDA, INC.**, a Florida
corporation

By:  PARAGON ACQUISITION, INC.,
its Sole Shareholder

By: _____
Bradley Williamson,
Vice President of Finance

TRILOGY REHAB SERVICES, LLC, a
Delaware limited liability company

By:  TRILOGY HEALTH SERVICES,
LLC, its Sole Shareholder

By: _____
Bradley Williamson,
Vice President of Finance