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(Requestor's Name)

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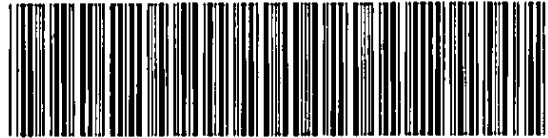
(Business Entity Name)

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SECRETARY OF STATE
TALLAHASSEE, FL

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TALLAHASSEE, FL

C. GOLDEN

OCT -2 2018

CG

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

Date: 10/1/2018
Acc#120160000072

en: c DW

Name:	US HEALTHWORKS MEDICAL GROUP OF FLORIDA, INC
Document #:	
Order #:	11176506

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:	
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Ref# _____

Amount: \$ 70.00

Thank you!

COVER LETTER

TO: Amendment Section
Division of Corporations

SUBJECT: USHW of California, Inc.

Name of Surviving Party

Please return all correspondence concerning this matter to:

Chaney Musgrave

Contact Person

Firm/Company

4714 Gettysburg Road

Address

Mechanicsburg, PA 17055

City, State and Zip Code

cmusgrave@selectmedical.com

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

For further information concerning this matter, please call:

Chaney Musgrave

Name of Contact Person

at (717) 884-7370

Area Code and Daytime Telephone Number

☐ Certified Copy (optional) \$8.75

STREET ADDRESS:

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

MAILING ADDRESS:

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

FILED

2018 OCT -1 PM 3:04

SECRETARY OF STATE
TALLAHASSEE, FL

Articles of Merger
For
Florida Profit or Non-Profit Corporation
Into
Other Business Entity

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, 617.0302 or 605.1025, 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.S. HealthWorks Medical Group of Florida, Inc.	Florida	Profit Corporation

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>
USHW of California, Inc.	California	Profit Corporation

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, 605, 617, and/or 620, Florida Statutes.

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: 09/30/2018

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.

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:

25124 SPRINGFIELD COURT, SUITE 200

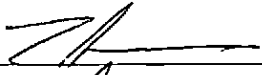
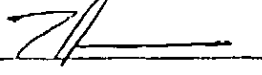
VALENCIA CA 91355

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.

EIGHTH: Signature(s) for Each Party:

Name of Entity/Organization:	Signature(s):	Typed or Printed Name of Individual:
USHW of California, Inc.		Robert Bein, Vice President
U.S. HealthWorks Medical Group of Florida, Inc.		Robert Bein, Vice President

Corporations:	Chairman, Vice Chairman, President or Officer <i>(If no directors selected, signature of incorporator.)</i>
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

ARTICLES AND AGREEMENT OF MERGER

for

USHW of California, Inc.
(a California Corporation)

and

U.S. HealthWorks Medical Group of Florida, Inc.
(a Florida Corporation)

THESE ARTICLES AND AGREEMENT OF MERGER (this "Agreement") is dated as of September 30, 2018, by and between USHW of California, Inc., a California corporation (the "Surviving Company"), and U.S. HealthWorks Medical Group of Florida, Inc., a Florida corporation (the "Merged Company," and, together with the Surviving Company, hereinafter the "Constituent Entities").

BACKGROUND

The Surviving Company is duly organized and validly existing under the laws of the State of California. The Merged Company is duly organized and validly existing under the laws of the State of Florida.

This Agreement has been approved and duly adopted by the Board of Directors of the Surviving Company pursuant to the California Corporations Code, and by the Board of Directors of the Merged Company pursuant to the laws of the state of Florida.

The parties are entering into this Agreement in order to set forth the terms and conditions of the merger of the Merged Company with and into the Surviving Company (the "Merger"), the mode of carrying the same into effect and such other details and provisions as are deemed desirable.

NOW, THEREFORE, in consideration of the mutual premises, covenants and agreements herein contained, and intending to be legally bound, the parties hereto agree as follows:

ARTICLE I

1.1 Merger of the Merged Company into The Surviving Company In accordance with the provisions of this Agreement and applicable governing law, at the Effective Time (as hereinafter defined), the Merged Company shall be merged with and into the Surviving Company. At the Effective Time, by virtue of the operation of the provisions hereof, the name of the Surviving Company shall remain that of the Surviving Company. After the Effective Time, the Surviving Company shall continue its existence as a corporation.

1.2 Effect of the Merger. At the Effective Time, the separate existence of the Merged Company shall cease and the Surviving Company shall succeed, without other transfer or other action by any party, to all of the rights, privileges and powers of the Merged Company, and all property, real, personal and mixed, and all debts due to the Merged Company, as well as all other things and causes of action belonging to the Merged Company, and all of the foregoing shall be vested in, and shall hereafter be the property of, the Surviving Company as they were of the Merged Company, but all rights of creditors and all liens upon any property of the Merged Company shall be preserved unimpaired, and all debts, liabilities and duties of the Merged Company shall attach to the

Surviving Company, and may be enforced against it to the same extent as if said debts, liabilities and duties had been incurred or contracted by it.

ARTICLE 2

2.1 Effective Time. The Merger shall become effective on September 30, 2018 (the "Effective Time").

ARTICLE 3

3.1 Articles of Incorporation. The Articles of Incorporation of the Surviving Company as in effect at the Effective Time shall be the Articles of Incorporation of the Surviving Company from and after the Effective Time, until amended or repealed in accordance with the terms thereof and as provided by applicable law.

3.2 Bylaws. The bylaws of the Surviving Company from and after the Effective Time shall be the bylaws of the Surviving Company, as such may be amended from time to time.

ARTICLE 4

4.1 Merger Consideration. As of the Effective Time, by virtue of the Merger and without any action on the part of the holder thereof, each share of capital stock of the Merged Company issued and outstanding immediately prior to the Merger shall be cancelled and extinguished without consideration. Certificates representing shares of capital stock of the Merged Company outstanding immediately prior to the Merger shall be cancelled. Each share of capital stock of the Surviving Company outstanding as of the Effective Time shall continue as an identical share after the Effective Time, unaffected in any respect by the Merger.

ARTICLE 5

5.1 Conditions. This Agreement is conditioned upon approval in accordance with applicable law of the stockholders of the Merged Company and the Surviving Company.

ARTICLE 6

6.1 Termination. This Agreement may be terminated and the Merger abandoned without further obligation at any time prior to the Effective Time upon unilateral action of the Surviving Company.

6.2 Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed to be an original, but which together shall constitute a single agreement.

6.3 Governing Law. This Agreement shall be governed in all respects, including validity, interpretation, and effect, by the laws of state in which the Surviving Company is organized.

IN WITNESS WHEREOF, each of the Constituent Entities have caused this Agreement to be executed in its name by its duly authorized officer as of the date first above written.

USHW OF CALIFORNIA, INC.

By: Michael E. Tarvin
Michael E. Tarvin
Vice President & Secretary

U.S. HEALTHWORKS MEDICAL GROUP OF FLORIDA, INC.

By: Michael E. Tarvin
Michael E. Tarvin
Vice President & Secretary