

P08092

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APR 13 2018

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18 APR 12 PM 3:02
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CLERK OF SUPERIOR COURT

Morgan

COVER LETTER

TO: Amendment Section
Division of Corporations

SUBJECT: Children's Comprehensive Services, Inc.

Name of Surviving Corporation

The enclosed Articles of Merger and fee are submitted for filing.

Please return all correspondence concerning this matter to following:

Douglas Tewksbury

Contact Person

Universal Health Services, Inc.

Firm/Company

367 South Gulph Road

Address

King of Prussia, PA 19406

City/State and Zip Code

uhscorpfilings@uhsinc.com

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

For further information concerning this matter, please call:

Douglas Tewksbury

Name of Contact Person

At (610) 382-3395

Area Code & Daytime Telephone Number

☐ Certified copy (optional) \$8.75 (Please send an additional copy of your document if a certified copy is requested)

STREET ADDRESS:

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

MAILING ADDRESS:

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

ARTICLES OF MERGER
(Profit Corporations)

The following articles of merger are submitted in accordance with the Florida Business Corporation Act, pursuant to section 607.1105, Florida Statutes.

First: The name and jurisdiction of the surviving corporation:

| <u>Name</u> | <u>Jurisdiction</u> | <u>Document Number</u> (If known/ applicable) |
|---|---------------------|--|
| Children's Comprehensive Services, Inc. | Tennessee | <u>P08092</u> |

Second: The name and jurisdiction of each merging corporation:

| <u>Name</u> | <u>Jurisdiction</u> | <u>Document Number</u> (If known/ applicable) |
|----------------------|---------------------|--|
| CCS/Bay County, Inc. | Florida | P97000027074 |
| _____ | _____ | _____ |
| _____ | _____ | _____ |
| _____ | _____ | _____ |
| _____ | _____ | _____ |

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Third: The Plan of Merger is attached.

Fourth: The merger shall become effective on the date the Articles of Merger are filed with the Florida Department of State.

OR 04 /13 /2018 (Enter a specific date. NOTE: An effective date cannot be prior to the date of filing or more than 90 days after merger file date.)

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.

Fifth: Adoption of Merger by surviving corporation - (COMPLETE ONLY ONE STATEMENT)

The Plan of Merger was adopted by the shareholders of the surviving corporation on _____.

The Plan of Merger was adopted by the board of directors of the surviving corporation on 4/3/2018 and shareholder approval was not required.

Sixth: Adoption of Merger by merging corporation(s) (COMPLETE ONLY ONE STATEMENT)

The Plan of Merger was adopted by the shareholders of the merging corporation(s) on _____.

The Plan of Merger was adopted by the board of directors of the merging corporation(s) on 4/3/2018 and shareholder approval was not required.

(Attach additional sheets if necessary)

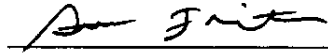
Seventh: SIGNATURES FOR EACH CORPORATION

Name of Corporation

Signature of an Officer or
Director

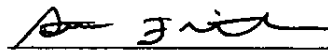
Typed or Printed Name of Individual & Title

CCS/Bay County, Inc.



Steve Filton, Vice President

Children's Comprehensive



Steve Filton, Vice President

Services, Inc.

AGREEMENT AND PLAN OF MERGER

THIS AGREEMENT AND PLAN OF MERGER (the "Agreement"), dated as of April 2, 2018, between Children's Comprehensive Services, Inc., a Tennessee corporation (the "Surviving Corporation") and CCS/Bay County, Inc., a Florida corporation (the "Sub").

RECITALS

WHEREAS, the board of directors of the Surviving Corporation has determined that it is in the best interest of the Surviving Corporation to effect the Merger provided for herein upon the terms and subject to the conditions set forth herein.

NOW THEREFORE, in consideration of the promises and the representations, warranties, covenants and agreements contained herein, the parties hereto adopt the Plan of Merger encompassed by this Agreement and agree as follows:

ARTICLE I

THE MERGER; CLOSING; EFFECTIVE TIME

1.1 THE MERGER. Subject to the terms and conditions of this Agreement, at the Effective Time (as defined in Section 1.2), the Sub shall be merged with and into the Surviving Corporation, the outstanding shares of Sub Membership Interest (as defined in Section 4.1) shall be cancelled without payment of consideration and the separate corporate existence of the Sub shall thereupon cease (the "Merger"). The corporation identity, existence, powers, rights and immunities of the Surviving Corporation shall continue unimpaired by the Merger, and the Surviving Corporation shall succeed to and shall possess all the assets, properties, rights, privileges, powers, franchises, immunities and purposes, and be subject to all the debts, liabilities, obligations, restrictions and duties of the Sub, all without further act or deed. The Merger shall have the effects specified in the applicable provisions of the Tennessee Code.

1.2 EFFECTIVE TIME. The Sub and Surviving Corporation will, at such time as they deem advisable, cause this Agreement to be filed, together with the Articles of Merger and/or other appropriate certificate of the Sub and Surviving Corporation with the Secretary of the State of Tennessee. The Merger shall become effective on the date set forth in the Articles of Merger (the "Effective Time").

ARTICLE II

ARTICLES OF INCORPORATION AND OPERATING AGREEMENT OF THE SURVIVING CORPORATION

2.1 ARTICLES OF INCORPORATION. The Articles of Incorporation of the Surviving Corporation in effect immediately prior to the Effective Time, without amendment thereto, shall be the Articles of Incorporation of the Surviving Corporation following the Merger.

2.2 OPERATING AGREEMENT. The Operating Agreement of the Surviving Corporation in effect immediately prior to the Effective Time, without amendment thereto, shall be the Operating Agreement of the Surviving Corporation following the Merger.

ARTICLE III DIRECTORS AND OFFICERS OF THE SURVIVING CORPORATION

3.1 DIRECTORS AND OFFICERS. The directors and officers of the Surviving Corporation at the Effective Time shall, from and after the Effective Time, be the directors and officers (holding the same titles and positions), respectively, of the Surviving Corporation until their respective successors have been duly elected or appointed and qualified or until their earlier respective death, resignation or removal.

ARTICLE IV EFFECT OF THE MERGER ON CAPITAL STOCK AND MEMBERSHIP INTEREST

4.1 EFFECT ON MEMBERSHIP OF THE SUB. At the Effective Time, by virtue of the Merger and without any action on the part of the holders of any entity interest in the Sub, each unit of membership interest in the Sub, each unit of membership interest in the Sub (the "Sub Membership Interest") issued and outstanding immediately prior to the Effective Time shall be cancelled.

ARTICLE V TERMINATION

5.1 TERMINATION BY MUTUAL CONSENT. This Agreement may be terminated and the Merger may be abandoned (notwithstanding approval of the Merger by the Board of the Board of Directors of the Surviving Corporation) at any prior to the Effective Time by the consent of the Board of Directors of the Surviving Corporation.

5.2 EFFECT OF TERMINATION AND ABANDONMENT. In the event of termination of this Agreement and abandonment of the Merger pursuant to this Article V, no party thereto (or any of its directors or officers) shall have any liability or further obligation to any other party to this Agreement.

ARTICLE VI MISCELLANEOUS AND GENERAL

6.1 MODIFICATION OR AMENDMENT. Subject to the applicable provisions of the Tennessee Code, at any time prior to the Effective Time, the parties hereto may modify, amend or

waive any provision of this Agreement solely by written agreement executed and delivered by duly authorized officers of the respective parties.

6.2 COUNTERPARTS. For the convenience of the parties hereto, this Agreement may be executed in any number of counterparts, each such counterpart being deemed to be an original instrument, and all such counterparts shall together constitute the same agreement.

6.3 NO THIRD PARTY BENEFICIARIES. This Agreement is not intended to confer upon any person other than the parties hereto any rights or remedies hereunder.

6.4 HEADINGS. The Article, Section and paragraph headings herein are for convenience or reference only, do not constitute a part of this Agreement and shall not be deemed to limit or otherwise affect any of the provisions thereof.

6.5 GOVERNING LAW. This Agreement shall be governed by and construed under the laws of the State of Tennessee.


6.6 ENTIRE AGREEMENT. This Agreement constitutes the entire agreement among the parties hereto with respect to the matters set forth herein, and it supersedes all prior oral or written agreements, commitments or understandings with respect to the matters provided for herein.

[Next page is signature page]

IN WITNESS WHEREOF, this Agreement has been duly executed and delivered by the duly authorized officers of the parties hereto on the date first hereinabove written.

SURVIVING CORPORATION:

CHILDREN'S COMPREHENSIVE SERVICES,
INC.



Steve Filton, Vice President

SUB:

CCS/BAY COUNTY, INC.



Steve Filton, Vice President