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Merger
DEC 21 2015

R. WHITE

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

Email Address:

DDutson@Audiologymg.com

**MERGER OR SHARE EXCHANGE
PHYSICIAN AUDIOLOGY SERVICES, INC.**

Certificate of Status	1
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0002/0009

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SECRETARY OF STATE
TALLAHASSEE FLORIDA

**ARTICLES OF MERGER
OF
HEAR RITE, INC.
INTO
PHYSICIAN AUDIOLOGY SERVICES, INC.
In Accordance With Section 607.1105, Florida Statutes**

**ARTICLE I
Names and Surviving Corporation**

The names and state of incorporation of the corporations which are parties to the merger are:

<u>Name</u>	<u>State of Incorporation</u>	<u>Entity Type</u>	<u>Document No.</u>
Hear Rite, Inc.	Florida	Corporation	P11000002232
Physician Audiology Services, Inc.	Florida	Corporation	P12000064704

Physician Audiology Services, Inc. shall be the surviving corporation.

**ARTICLE II
Plan of Merger**

The Agreement and Plan of Merger, which was approved by each domestic corporation that is a party to the merger in accordance with the Florida Business Corporation Act, is attached hereto as Exhibit A.

**ARTICLE III
Date of Adoption**

The date of adoption of the Agreement and Plan of Merger by the shareholders of the merging domestic corporations and of the surviving corporation was December 1, 2015.

**ARTICLE IV
Effective Date**

The merger shall be effective on the date of the filing of these Articles of Merger with the Secretary of State of the State of Florida.

12/17/2015 18:01 FAX

0003/0009

Dated this 14th day of December, 2015.

Hear Rite, Inc., a Florida corporation

By: Michael Tease
Michael Tease, President

Physician Audiology Services, Inc., a
Florida corporation

By: Michael Tease
Michael Tease, Secretary

12/17/2015 18:01 FAX

0004/0009

EXHIBIT A

AGREEMENT AND PLAN OF MERGER

Please see attached.

AGREEMENT AND PLAN OF MERGER

This Agreement and Plan of Merger is dated as of December 1, 2015 (this "Agreement"), by and between PHYSICIAN AUDIOLOGY SERVICES, INC., a Florida corporation (the "Surviving Entity"); and HEAR RITE, INC., a Florida corporation (the "Merging Entity"). The Surviving Entity and the Merging Entity are sometimes collectively referred to herein as the "Constituent Organizations."

The Constituent Organizations desire to effect a merger of the Merging Entity with and into the Surviving Entity upon the terms and conditions and in the manner set forth in this Agreement (the "Merger").

Pursuant to duly authorized action by their respective shareholders and board of directors, each of the Constituent Organizations has approved the Merger in accordance with the provisions of the Florida Business Corporation Act ("FBCA") and their respective Articles of Incorporation and Bylaws.

NOW, THEREFORE, in consideration of the premises and of the mutual covenants, agreements and conditions set forth herein, the parties hereto do hereby agree as follows:

SECTION 1. TERMS AND CONDITIONS OF MERGER AND MODE OF CARRYING MERGER INTO EFFECT.

(a) At the Effective Time (as defined in Section 5 of this Agreement) of the Merger, the Merging Entity shall merge with and into the Surviving Entity in accordance with Section 607.1101 of the FBCA.

(b) Pursuant to the Merger, the articles of incorporation and bylaws of the Surviving Entity in effect immediately prior to the Effective Time shall be the articles of incorporation and bylaws of the Surviving Entity until otherwise amended or repealed in accordance with applicable law.

(c) Pursuant to the Merger, the persons serving as officers and directors of the Surviving Entity immediately prior to the Effective Time shall be the officers and directors of the Surviving Entity and will hold such position from the Effective Time until their respective successors are duly elected or appointed and qualify in the manner provided in the articles of incorporation and bylaws of the Surviving Entity, or as otherwise provided by law.

(d) The established offices and facilities of the Surviving Entity immediately prior to the Effective Time shall continue as the established offices and facilities of the Surviving Entity after the Effective Time. At and after the Effective Time, the corporate existence of the Merging Entity shall cease.

(e) All assets and property (including, without limitation, real, personal and mixed, tangible and intangible, choses in action, rights and credits) then owned by each of the Constituent Organizations, or which would inure to the benefit of either of such Constituent Organizations, shall immediately, by operation of law and without any conveyance, transfer or further action, become the assets and property of the Surviving Entity. The Surviving Entity

shall be deemed to be a continuation of the entity of each of the Constituent Organizations, and shall succeed to the rights and obligations of each respective Constituent Organization, and to the duties and liabilities connected therewith.

(f) All rights of creditors and all liens upon the property of either of the Constituent Organizations shall be preserved unimpaired by the Merger, and all debts, liabilities, obligations and duties of either of the Constituent Organizations shall, at the Effective Time, become the responsibility and liability of the Surviving Entity, and may be enforced against it to the same extent as if said debts, liabilities, obligations and duties had been incurred or contracted by it. All corporate acts, plans, policies, arrangements, approvals and authorizations of the Merging Entity, its respective shareholders, board of directors, officers and agents, which were valid and effective immediately prior to the Effective Time, shall be taken for all purposes as the acts, plans, policies, arrangements, approvals and authorizations of the Surviving Entity and shall be as effective and binding thereon as the same were with respect to such Merging Entity.

SECTION 2. CAPITALIZATION.

(a) As of the date of this Agreement: (i) the authorized capital stock of the Merging Entity consists of 1,000 shares of common stock, \$1.00 par value per share ("Merging Entity Common Stock"), of which 1,000 shares are issued and outstanding, and (ii) there are no outstanding warrants, options, conversion privileges, preemptive rights, or other rights or agreements to purchase or otherwise acquire or issue any shares of the Merging Entity Common Stock.

(b) As of the date of this Agreement: (i) the authorized capital stock of the Surviving Entity consists of 1,000 shares of common stock, no par value per share ("Surviving Entity Common Stock"), of which 1,000 shares are issued and outstanding, and (ii) there are no outstanding warrants, options, conversion privileges, preemptive rights, or other rights or agreements to purchase or otherwise acquire or issue any shares of the Surviving Entity Common Stock.

SECTION 3. MANNER AND BASIS OF CONVERTING SHARES.

(a) At the Effective Time, certificates representing all of the shares of Merging Entity Common Stock issued and outstanding immediately prior to the Effective Time shall cease to be outstanding and shall be converted into and become shares of Surviving Entity Common Stock, the number of which is to be determined by the board of directors of the Surviving Entity based on the relative values of the Constituent Organizations. Until so exchanged, the stock certificates nominally representing Merging Entity Common Stock shall be deemed for all corporate purposes to evidence the ownership of Surviving Entity Common Stock that the holder thereof would be entitled to receive upon the Effective Time of the Merger.

(b) Any shares of Merging Entity Common Stock held as treasury stock immediately prior to the Effective Time shall, by virtue of the Merger and without any additional action on the part of the holders thereof or the Merging Entity, shall be cancelled and extinguished without conversion thereof.

and no payment or other consideration shall be paid or exchanged with respect thereto.

(c) At the Effective Time, each share of Surviving Entity Common Stock which shall be issued and outstanding immediately prior to the Effective Time shall remain outstanding.

SECTION 4. CONDITIONS.

Effectuation of the Merger and the other transactions herein provided is conditioned on the following:

(a) The Merger shall have received approval of the board of directors and shareholders of the Merging Entity, in the manner required by Section 607.1103 of the FBCA and the articles of incorporation and bylaws of the Merging Entity.

(b) Receipt of all consents, orders and approvals and satisfaction of all other requirements prescribed by law which are necessary for the consummation of the Merger.

SECTION 5. FILING; EFFECTIVE TIME.

If all of the conditions to the Merger set forth in Section 4 of this Agreement shall have been fulfilled in accordance herewith and this Agreement shall not have been terminated as provided in Section 7 of this Agreement, the Surviving Entity and the Merging Entity shall cause articles of merger ("Articles of Merger") meeting the requirements of the FBCA to be properly executed and filed with the Secretary of State of the State of Florida. The Merger shall become effective on such date and time as may be agreed upon in writing by the Surviving Entity and the Merging Entity and specified in the Articles of Merger (the "Effective Time"). In no event shall the Effective Time be a date later than that permitted by the FBCA.

SECTION 6. FURTHER ASSURANCES.

Prior to the Effective Time, each of the Constituent Organizations shall take all such actions as shall be necessary or appropriate in order to effectuate the Merger. In case at any time after the Effective Time the Surviving Entity shall determine that any further conveyance, assignment or other documents or any further action is necessary or desirable to vest in or confirm to the Surviving Entity full title to all the properties, assets, rights, privileges and franchises of the Merging Entity, the officers of the Surviving Entity, in the name and on behalf of each of the Constituent Organizations, shall be authorized to execute and deliver all such instruments and take all such action in the name and on behalf of each of the Constituent Organizations as may be necessary or desirable in order to vest in and confirm to the Surviving Entity title to and possession of all such properties, assets, rights, privileges and franchises, and otherwise to carry out the purposes of this Agreement.

SECTION 7. TERMINATION AND AMENDMENT.

(a) At any time prior to the Effective Time, this Agreement may be terminated by the officers of any of the Constituent Organizations. In the event this Agreement is so terminated, it shall be of no further force or effect and there shall be no liability by reason of this Agreement or its termination on the part of either of the Constituent Organizations or of their respective directors, officers, employees, agents, shareholders, partners or incorporators.

(b) This Agreement represents the entire agreement between the parties hereto with respect to the subject matter hereof and may be amended only by a writing executed by both parties. The Constituent Organizations may, by written agreement between them, amend, modify or supplement this Agreement at any time prior to the Effective Time.

SECTION 8. NO THIRD PARTY BENEFICIARIES.

Any representations, warranties, covenants and agreements contained in this Agreement are for the sole benefit of the parties hereto and their respective successors and permitted assigns, and they shall not be construed as conferring and are not intended to confer any rights on any other persons.

SECTION 9. CONSTRUCTION OF TERMS.

All provisions and any variations thereof used herein shall be deemed to refer to the masculine, feminine, neuter, singular, or plural as the identity of such person or persons shall require.

SECTION 10. GOVERNING LAW.

This Agreement shall be governed by the laws of the State of Florida.

SECTION 11. COUNTERPARTS.

This Agreement may be executed in any number of counterparts, each of which shall be an original, but all such counterparts shall together constitute but one and the same instrument.

[Signatures on Next Page]

IN WITNESS WHEREOF, each of the Constituent Organizations has caused this Agreement to be duly executed on its behalf by its representative thereunto duly authorized, as of the date first above written.

SURVIVING ENTITY:

PHYSICIAN AUDIOLOGY SERVICES, INC.,
a Florida corporation

By: Michael Tease
Michael Tease
Secretary

MERGING ENTITY:

HEAR RITE, INC.,
a Florida corporation

By: Michael Tease
Michael Tease
President