

Document Number Only

P21467

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99 SEP 22 PM 12:37
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

CT Corporation System

Requestor's Name

660 East Jefferson Street

Address

Tallahassee, FL 32301 (850)222-1092
City State Zip Phone

CORPORATION(S) NAME

000002993840--4
-09/22/99--01066--009
*****70.00 *****70.00

000002993840--4
-09/22/99--01066--010
*****17.50 *****17.50

Merge

Pinnacle Rehabilitation of Florida, INC.

changing BTD:

Pinnacle Rehabilitation, INC.

EFFECTIVE DATE
9/30/99

☐ Profit
☐ NonProfit

☐ Amendment

☒ Merger

☐ Foreign

☐ Dissolution/Withdrawal

☐ Mark

☐ LLC

☐ Limited Partnership

☐ Annual Report

☐ Other ucc Filing

☐ Reinstatement

☐ Reservation

☐ Change of R.A.

☒ Certified Copy

☐ Photo Copies

☐ Eic Name

☐ CUS

☐ Call When Ready

☐ Call if Problem

☐ After 4:30

☒ Walk In

☐ Will Wait

☒ Pick Up

☐ Mail Out

Name	9/27/99
Availability	
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Verifier	
Acknowledgment	
W.P. Verifier	

Please Return Extra Copies
File Stamped To:

Jeffrey Butterfield

9/22
*00789, 00705, 00672

**ARTICLES OF MERGER
Merger Sheet**

MERGING:

PINNACLE REHABILITATION OF FLORIDA, INC., a Florida corp. K51191

INTO

PINNACLE REHABILITATION, INC., a Tennessee entity, P21467

File date: September 22, 1999

Corporate Specialist: Annette Ramsey



FLORIDA DEPARTMENT OF STATE

Katherine Harris
Secretary of State

September 23, 1999

CT Corporation System
660 East Jefferson St.
Tallahassee, FL 32301

SUBJECT: PINNACLE REHABILITATION, INC.
Ref. Number: P21467

WALTON
pick-up

We have received your document for PINNACLE REHABILITATION, INC. and your check(s) totaling \$87.50. However, the enclosed document has not been filed and is being returned for the following correction(s):

Your document is being returned as requested.

If you have any questions concerning the filing of your document, please call (850) 487-6907.

ATTN: Annette Ramsey
Corporate Specialist

Letter Number: 199A00046707

please Back date TO Sep 22

THANKS

RECEIVED
99 SEP 24 AM 11:00
DEPARTMENT OF STATE
DIVISION OF CORPORATIONS
TALLAHASSEE, FLORIDA

EFFECTIVE DATE

9/30/99

ARTICLES OF MERGER
OF
PINNACLE REHABILITATION OF FLORIDA, INC.
(a Florida corporation)
WITH AND INTO
PINNACLE REHABILITATION, INC.
(a Tennessee corporation)

FILED
99 SEP 22 PM 12:37
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

(FILED UNDER SECTION 607.1105 OF THE FLORIDA BUSINESS
CORPORATION ACT)

Pursuant to Section 607.1105 of the Florida Business Corporation Act, the undersigned corporations hereby certify the following:

I.

Pursuant to an Agreement and Plan of Merger (the "Agreement and Plan of Merger") between Pinnacle Rehabilitation, Inc., a Tennessee corporation ("Pinnacle Rehab"), Pinnacle Rehabilitation of Florida, Inc., a Florida corporation ("Pinnacle Rehab FL"), Pinnacle Rehab of FL is to be merged with and into Pinnacle Rehab (the "Merger") with Pinnacle Rehab being the surviving corporation.

II.

The Merger shall be effective as of September 30, 1999.

III.

The Agreement and Plan of Merger has been duly approved by Unanimous Written Consent of the Directors of Pinnacle Rehab dated September 22, 1999 (attached hereto as **Exhibit A**).

[signature page to follow]

EXHIBIT A

**WRITTEN CONSENT OF THE BOARD OF DIRECTORS
OF
PINNACLE REHABILITATION, INC.,
(a Tennessee corporation),
ACTING IN LIEU OF A SPECIAL MEETING**

September 22, 1999

Pursuant to Section 48-18-202 of the Tennessee Business Corporation Act and the Bylaws of Pinnacle Rehabilitation, Inc., a Tennessee corporation (the "Corporation"), the undersigned, being all of the of the directors of the Corporation, by their signatures below, hereby consent to and authorize the following transactions without a meeting of the directors:

**MERGER OF PINNACLE REHABILITATION OF FLORIDA, INC. WITH AND
INTO PINNACLE REHABILITATION, INC.**

WHEREAS, the Corporation has entered into an Agreement and Plan of Merger dated September 22, 1999 between the Corporation and Pinnacle Rehabilitation of Florida, Inc., a Florida corporation (the "Agreement").

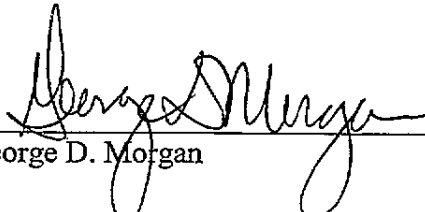
WHEREAS, the Board of Directors of the Corporation (the "Board") is desirous of authorizing the Agreement and the transactions contemplated therein.

NOW, THEREFORE, BE IT RESOLVED, that the Agreement be submitted to the Corporation's sole shareholder for approval; and be it

FURTHER RESOLVED, that subject to shareholder approval, the Agreement is hereby approved substantially in the form attached hereto as **Exhibit I**, and the officers of the Corporation are, and each of them is, hereby authorized and directed to take such actions and execute such documents, certificates, agreements or other instruments as they deem necessary, appropriate or desirable, in order to complete the transactions described in the Agreement, the execution by any officer of any document, certificate, agreement or other instrument to be conclusive evidence of the authority of such officer to act for, on behalf and in the name of the Corporation; and be it

FURTHER RESOLVED, that any actions heretofore taken by the officers of the Corporation in furtherance of the transactions contemplated by the Agreement are hereby approved, ratified and confirmed as the act and deed of the Corporation.

IN WITNESS WHEREOF, the undersigned, being all of the directors of the Corporation, have executed this Written Consent effective as of the date first written above.



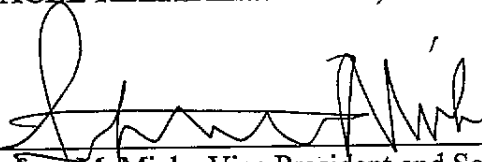
George D. Morgan

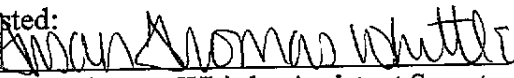


Susan Thomas Whittle

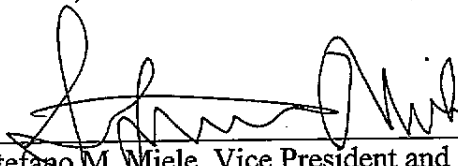
IN WITNESS WHEREOF, these Articles of Merger have been executed by the undersigned duly authorized officers of the Pinnacle Rehab and Pinnacle Rehab FL this 22nd day of September, 1999.

PINNACLE REHABILITATION, INC.

By: 
Stefano M. Miele, Vice President and Secretary

Attested:
By: 
Susan Thomas Whittle, Assistant Secretary

**PINNACLE REHABILITATION OF
FLORIDA, INC.**

By: 
Stefano M. Miele, Vice President and Secretary

Attested:
By: 
Susan Thomas Whittle, Assistant Secretary

EXHIBIT I

AGREEMENT AND PLAN OF MERGER OF PINNACLE REHABILITATION OF FLORIDA, INC. WITH AND INTO PINNACLE REHABILITATION, INC.

THIS AGREEMENT AND PLAN OF MERGER (the "Agreement") is made and entered into as of the 22nd day of September, 1999, by and between Pinnacle Rehabilitation, Inc., a Tennessee corporation ("Pinnacle Rehab") and Pinnacle Rehabilitation of Florida, Inc., a Florida corporation ("Pinnacle Rehab FL") (hereinafter sometimes collectively referred to as the "Constituent Corporations").

WITNESSETH:

WHEREAS, Pinnacle Rehab has authorized capitalization consisting of 1,000 shares of common stock, \$1.00 ("Pinnacle Rehab Common Stock"); and

WHEREAS, Pinnacle Rehab FL has authorized capitalization consisting of 1,000 shares of common stock, \$1.00 par value ("Pinnacle Rehab FL Common Stock"); and

WHEREAS, the Board of Directors of Pinnacle Rehab has determined it advisable and for the benefit of its shareholders that Pinnacle Rehab FL be merged with and into Pinnacle Rehab on the terms and conditions hereinafter set forth; and

WHEREAS, the Board of Directors of Pinnacle Rehab has approved this Agreement and the merger contemplated thereby;

NOW THEREFORE, for and in consideration of the premises of the mutual agreements, promises and covenants contained herein, and in accordance with the applicable provisions of the Tennessee Business Corporation Act and the Florida Business Corporation Act the parties hereto agree as follows:

Section 1. Merger

- 1.1 At the Effective Date (as hereinafter defined) Pinnacle Rehab FL shall be merged with and into Pinnacle Rehab and Pinnacle Rehab shall survive the merger (the "Merger").
- 1.2 Pinnacle Rehab, the corporation surviving the Merger (hereinafter sometimes referred to as the "Surviving Corporation"), shall continue its corporate existence under the laws of the State of Tennessee.
- 1.3 Without limiting the foregoing, at and after the Effective Date, the separate existence of Pinnacle Rehab FL (the "Merging Corporation") shall cease, and, in accordance with the terms of this Agreement, the Surviving Corporation shall possess all the rights, privileges, immunities and franchises of a public or private nature, of each of the Constituent Corporations; and all debts due on

whatever account, including subscriptions to shares and all other choses and actions and all and every other interest of or belonging to or due to each of the Constituent Corporations shall be taken and deemed to be transferred to and invested in the Surviving Corporation without further act or deed; and all property, rights and privileges, powers and franchises and all and every other interest shall thereafter effectively be the property of the Surviving Corporation as they were of the respective Constituent Corporations and the title to any real estate, whether by deed or otherwise, vested in any of said Constituent Corporations shall not revert or be in any way impaired by reason of each merger of the Constituent Corporations referred to herein. The Surviving Corporation shall thenceforth be responsible and liable for all of the liabilities and obligations of the Constituent Corporations. Any claim existing or action or proceeding pending by or against any of said Constituent Corporations may be prosecuted as if the Merger had not taken place, or the Surviving Corporation may be substituted in its place. Neither the rights of creditors nor any liens upon property of any of the Constituent Corporations shall be impaired by the Merger.

- 1.4 Prior to and from and after the Effective Date, the Constituent Corporations shall take all such actions as shall be necessary or appropriate in order to effect the Merger. If at any time the Surviving Corporation shall consider or be advised of any further assignments or assurances in law or any other actions are necessary, appropriate or desirable to vest in said corporation, according to the terms hereof, the title to any property or rights of the Merging Corporation, the last acting officers of the Merging Corporation, or the corresponding officers of the Surviving Corporation, shall and will execute and make all such proper assignments and assurances and take all action necessary and proper to vest title in such property or rights in the Surviving Corporation, and otherwise to carry out the purposes of this Agreement.

Section 2. Terms of Transaction

- 2.1 Upon the Effective Date, by virtue of the Merger:

- (a) Each share of Pinnacle Rehab Common Stock issued and outstanding immediately prior to the Effective Date shall continue to represent one share of Pinnacle Rehab Common Stock, which shall be the common stock of the Surviving Corporation; and
- (b) Each share of Pinnacle Rehab FL Common Stock outstanding and owned of record by Pinnacle Rehab and any shares held in the treasury of Pinnacle Rehab FL immediately prior to the Effective Date shall be cancelled and no cash or securities or other property shall be issued in respect thereof.

Section 3. Directors and Officers

At the Effective Date, the persons who are directors and officers of Pinnacle Rehab immediately prior to the Effective Date shall continue as the directors and officers of the Surviving Corporation and shall continue to hold office as provided in the Certificate of Incorporation and Bylaws of the Surviving Corporation until their successors are elected and qualified or their earlier resignation, removal or death.

Section 4. Charter and Bylaws

4.1 From and after the Effective Date, the Certificate of Incorporation of Pinnacle Rehab as in effect immediately prior to the Effective Date shall be the Certificate of Incorporation of the Surviving Corporation and shall continue in effect until the same shall be altered, amended or repealed as therein provided or as provided by law.

4.2 From and after the Effective Date, the Bylaws of Pinnacle Rehab as in effect immediately prior to the Effective Date shall be the Bylaws of the Surviving Corporation and shall continue in effect until the same shall be altered, amended or repealed as therein provided or as provided by law.

Section 5. Effectiveness of Merger

If this Agreement is not terminated and abandoned pursuant to the provisions of Section 6 hereof, Articles of Merger shall be filed with the Secretary of State of Tennessee and the Secretary of State of Florida. The mergers shall become effective as of the 30th day of September, 1999 (the "Effective Date").

Section 6. Termination

At any time prior to the Effective Date, the Board of Directors of Pinnacle Rehab may terminate and abandon this Agreement notwithstanding earlier approval by such Board of Directors, although not required, favorable acts on the Merger by the respective shareholders of each Constituent Corporation.

Section 7. Amendments

The Board of Directors of each of the Constituent Corporations, prior to the Effective Date, may jointly amend, modify and supplement this Agreement in such manner as they may deem appropriate at any time.

Section 8. Miscellaneous

8.1 This Agreement may be executed in counterparts, each of which when so executed shall be deemed to be an original but all of which together shall constitute one and the same instrument.

8.2 Except as otherwise provided in this Agreement, nothing contained herein is intended no shall be construed, to confer upon or give any person, firm or corporation, other than the Constituent Corporations, and their respective shareholders, any rights or remedies under or by reason of this Agreement.

8.3 This Agreement and the legal relations between the parties hereto shall be governed by and construed in accordance with the laws of the State of Tennessee.

IN WITNESS WHEREOF, each Constituent Corporation has caused this Agreement to be executed on its behalf and the foregoing attested, all by duly authorized officers, as of the date hereinabove first written.

PINNACLE REHABILITATION, INC.

By: 

Stefano M. Miele, Vice President and Secretary

Attest:

By: 

Susan Thomas Whittle, Assistant Secretary

**PINNACLE REHABILITATION OF
FLORIDA, INC.**

By: 

Stefano M. Miele, Vice President and Secretary

Attest:

By: 

Susan Thomas Whittle, Assistant Secretary