

P93000058608

(Requestor's Name)

(Address)

(Address)

(City/State/Zip/Phone #)

PICK-UP WAIT MAIL

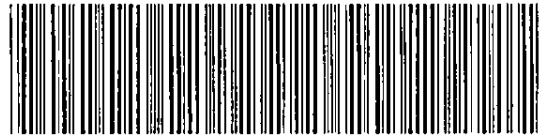
(Business Entity Name)

(Document Number)

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2017 AUG 31 PM 3:56
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SEP 1 2017

C McNAIR

CORPORATION SERVICE COMPANY
1201 Hays Street
Tallahassee, FL 32301
Phone: 850-558-1500

2017 AUG 31 PM 3:52

ACCOUNT NO. : I20000000195
REFERENCE : 791847 4304990
AUTHORIZATION : 
COST LIMIT : \$ 90.00

ORDER DATE : August 31, 2017
ORDER TIME : 12:49 PM
ORDER NO. : 791847-015
CUSTOMER NO: 4304990

ARTICLES OF MERGER

FAA MERGER SUB, INC.

INTO

FLORIDA ANESTHESIA ASSOCIATES,
INC.

PLEASE RETURN THE FOLLOWING AS PROOF OF FILING:

_____ CERTIFIED COPY
XX _____ PLAIN STAMPED COPY

CONTACT PERSON: Melissa Zender

EXAMINER'S INITIALS: _____

ARTICLES OF MERGER

OF

FAA MERGER SUB, INC.,
a Florida corporation

INTO

FLORIDA ANESTHESIA ASSOCIATES, INC.
a Florida corporation

2017 AUG 31 PM 3:58
SECTION OF PUBLIC RECORDS

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 (the "Surviving Corporation"):

<u>Name</u>	<u>Jurisdiction</u>	<u>Document Number</u>
FLORIDA ANESTHESIA ASSOCIATES, INC.	Florida	P93000058608

SECOND: The name and jurisdiction of each merging corporation (the "Merging Corporation"):

<u>Name</u>	<u>Jurisdiction</u>	<u>Document Number</u>
FAA MERGER SUB, INC.	Florida	P17000059334

THIRD: The Plan of Merger (the "Plan of Merger") is attached hereto as Exhibit A.

FOURTH: The merger shall become effective at 12:03 a.m. ET on September 1, 2017.


FIFTH: The Plan of Merger was adopted by the shareholders of the Surviving Corporation on August 21, 2017.

SIXTH: The Plan of Merger was adopted by the sole shareholder of the Merging Corporation on August 25, 2017.

[Signature Page to Follow]

Executed on this 31st day of August, 2017.

FLORIDA ANESTHESIA ASSOCIATES, INC.
a Florida corporation

By: 
Mark Kramp, M.D., President

FAA MERGER SUB, INC.
a Florida corporation

By: _____
Kristen Bratberg, President

Executed on this 31st day of August, 2017.

FLORIDA ANESTHESIA ASSOCIATES, INC.
a Florida corporation

By: _____
Name: _____
Title: _____

FAA MERGER SUB, INC.
a Florida corporation


By:  _____
Name: Kristen Bratberg
Title: Chief Executive Officer

EXHIBIT A

PLAN OF MERGER

The following plan of merger (this "Plan") is submitted in compliance with section 607.1101, Florida Statutes.

FIRST: The name and jurisdiction of the surviving corporation (the "Surviving Corporation") is as follows:

<i>Name</i>	<i>Jurisdiction</i>
Florida Anesthesia Associates, Inc.	Florida

SECOND: The name and jurisdiction of the merging corporation (the "Merging Corporation") is as follows:

<i>Name</i>	<i>Jurisdiction</i>
<u>FAA Merger Sub, Inc.</u>	Florida

THIRD: The terms and conditions of the merger are as follows:

- (a) In accordance with the provisions of the Florida Business Corporation Act, the Merging Corporation shall be merged with and into the Surviving Corporation and thereupon, the separate existence of the Merging Corporation shall cease and the Surviving Corporation shall continue to exist under the name Florida Anesthesia Associates, Inc. to be governed by the laws of the State of Florida (the "Merger"), and the separate existence of the Surviving Corporation with all its rights, privileges, powers, immunities and franchises, will continue unaffected by the Merger, except as set forth in this Plan. The Merger shall become effective on 12:03 a.m. ET on September 1, 2017 (the "Effective Time").
- (b) The articles of incorporation of the Surviving Corporation as in effect immediately prior to the Effective Time shall continue as the articles of incorporation of the Surviving Corporation from and after the Effective Time until the same may be amended in accordance the provisions of the Florida Business Corporation Act.
- (c) The directors of the Merging Corporation and the officers of the Merging Corporation at the Effective Time shall, from and after the Effective Time, be the initial directors and officers, respectively, of the Surviving

Corporation until their successors have been duly elected or appointed and qualified or until their earlier death, resignation or removal in accordance with the organizational documents of the Surviving Corporation.

- (d) If, at any time after the Effective Time, the Surviving Corporation shall determine that any further conveyances, agreements, documents, instruments, and assurances or any further action is necessary or desirable to carry out the provisions of this Plan, the appropriate officers or authorized representatives of the Surviving Corporation or the Merging Corporation, as the case may be, whether past or remaining in office, shall execute and deliver, upon the request of the Surviving Corporation, any and all such conveyances, agreements, documents, instruments, and assurances and perform all further acts requested by the Surviving Corporation to carry out the provisions of this Plan.

FOURTH: The manner and basis of converting the shares of the Merging Corporation into shares, obligations, or other securities of the Surviving Corporation, or cash or other property, and the manner and basis of converting rights to acquire shares of the Merging Corporation into rights to acquire shares, obligations, or other securities of the Surviving Corporation, or cash or other property, are as follows:

Each share of common stock of the Merging Corporation issued and outstanding immediately prior to the Effective Time will, by virtue of the Merger, and without any action on the part of the holder thereof, be converted into and become one (1) fully paid and non-assessable share of common stock of the Surviving Corporation.

FIFTH: The manner and basis of converting the shares of the Surviving Corporation into shares, obligations, or other securities of the Surviving Corporation or cash or other property and the manner and basis of converting rights to acquire shares of the Surviving Corporation into rights to acquire shares, obligations, or other securities of the Surviving Corporation or cash or other property are as follows:

Each share of common stock of the Surviving Corporation issued and outstanding immediately prior to the Effective Time (other than Rollover Shares (as defined in the Merger Agreement dated August 25, 2017 by and among the Surviving Corporation, the Merging Corporation and the other persons party thereto (the "Merger Agreement")) and Dissenting Shares (as defined in the Merger Agreement)) will, by virtue of the Merger, and without any action on the part of the holder thereof, be converted at the Effective Time into the right to receive the sum of (a) the Closing Price Per Share (as defined in the Merger Agreement), and (b) the aggregate portion, if any, of the Indemnity Cash Escrow Amount (as defined in the Merger Agreement) paid or payable pursuant to the Merger Agreement and the Escrow Agreement (as defined in the Merger Agreement) with respect to such share, as such amount may be adjusted pursuant to the terms of the Merger Agreement. From and after the Effective Time, such shares of common stock will no longer be outstanding and will be canceled and retired and will cease to exist, and each holder of any such shares will thereafter cease to have any rights with respect to such shares, except for the right to receive the consideration contemplated by the Merger Agreement.

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