

L07000124633

(Requestor's Name)

(Address)

(Address)

(City/State/Zip/Phone #)

☐ PICK-UP

☐ WAIT

☐ MAIL

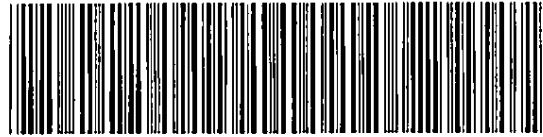
(Business Entity Name)

(Document Number)

Certified Copies _____ Certificates of Status _____

Special Instructions to Filing Officer:

Office Use Only



300329166263

19 MAY - 8 11:11:00

RECEIVED
SECRETARY OF STATE
19 MAY - 8 PM 3:33

PM 15 237

CM



FLORIDA DEPARTMENT OF STATE
Division of Corporations

May 9, 2019

CT CORP

SUBJECT: PHYSICIAN BUSINESS SERVICES, LLC
Ref. Number: L07000124633

We have received your document . However, the enclosed document has not been filed and is being returned to you for the following reason(s):

ARTICLES OF MERGER FOR A LIMITED LIABILITY COMPNAY IS FILED PURSUANT TO SECTION 605.1025. THE INCORRECT FORM WAS SUBMITTED.

If you have any questions concerning the filing of your document, please call (850) 245-6838.

Cheryl R McNair
Regulatory Specialist II

Letter Number: 319A00009316

5/14/19

Corrected

Please allow for original filing date.
Thank you!

RECEIVED
DIVISION OF CORPORATIONS
19 MAY 14 AM 11:31

CT CORP

3458 Lakeshore Drive, Tallahassee, FL 32312

850-656-4724

Date: 5/8/2019

Acc#I20160000072

RECEIVED
MAY - 8 2019
10:00 AM
TALLAHASSEE, FL
JULIA DILL

Name:	PHYSICIAN BUSINESS SERVICES, LLC
Document #:	
Order #:	TBA - L. LENNON

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:	
		Number of Certs:	

Filing: <input checked="" type="checkbox"/>	Certified: <input type="checkbox"/>
	Plain: <input checked="" type="checkbox"/>
	COGS: <input type="checkbox"/>

Availability _____
Document _____
Examiner _____
Updater _____
Verifier _____
W.P. Verifier _____
Ref# _____

Amount: \$	50.00
------------	-------

Thank you!

RECEIVED
MAY - 8 2019
10:00 AM
TALLAHASSEE, FL
JULIA DILL

COVER LETTER

TO: Amendment Section
Division of Corporations

SUBJECT: Physician Business Services, LLC

Name of Surviving Party

The enclosed Certificate of Merger and fee(s) are submitted for filing.

Please return all correspondence concerning this matter to:

Cameron Periseau

Contact Person

Physician Business Services, LLC

Firm/Company

c/o Women's Care Florida

Address

5002 W. Lemon St., Tampa, FL 33609

City, State and Zip Code

epariseau@WomensCareFL.com

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

For further information concerning this matter, please call:

Name of Contact Person

at (_____) _____

Area Code

Daytime Telephone Number

☐ Certified copy (optional) \$30.00

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

**Articles of Merger
For
Florida Limited Liability Company**

The following Articles of Merger is submitted to merge the following Florida Limited Liability Company(ies) in accordance with s. 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>
North Florida MSO, LLC	Florida	L14000044469
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

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>
Physician Business Services, LLC	Florida	L07000124633
_____	_____	_____

THIRD: The merger was approved by each domestic merging entity that is a limited liability company in accordance with ss.605.1021-605.1026; by each other merging entity in accordance with the laws of its jurisdiction; and by each member of such limited liability company who as a result of the merger will have interest holder liability under s.605.1023(1)(b).

FOURTH: Please check one of the boxes that apply to surviving entity: (if applicable)

- ☒ This entity exists before the merger and is a domestic filing entity, the amendment, if any to its public organic record are attached.
- ☐ This entity is created by the merger and is a domestic filing entity, the public organic record is attached.
- ☐ This entity is created by the merger and is a domestic limited liability partnership or a domestic limited liability partnership, its statement of qualification is attached.
- ☐ This entity is a foreign entity that does not have a certificate of authority to transact business in this state. The mailing address to which the department may send any process served pursuant to s. 605.0117 and Chapter 48, Florida Statutes is:

FIFTH: This entity agrees to pay any members with appraisal rights the amount, to which members are entitled under ss.605.1006 and 605.1061-605.1072, F.S.

SIXTH: If other than the date of filing, the delayed 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:

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.

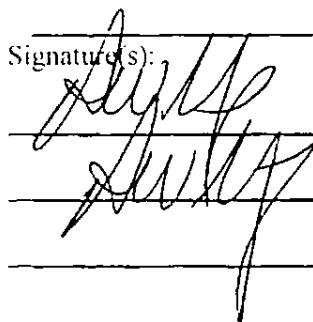
SEVENTH: Signature(s) for Each Party:

Name of Entity/Organization:

Signature(s):

Typed or Printed
Name of Individual:

Physician Business Services, LLC



Andrew Mintz

North Florida MSO, LLC

Andrew Mintz

Corporations:

Chairman, Vice Chairman, President or Officer
(If no directors selected, signature of incorporator.)

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 an authorized person

<u>Fees:</u>	For each Limited Liability Company:	\$25.00	For each Corporation:	\$35.00
	For each Limited Partnership:	\$52.50	For each General Partnership:	\$25.00
	For each Other Business Entity:	\$25.00	<u>Certified Copy (optional):</u>	\$30.00

AGREEMENT AND PLAN OF MERGER

This **AGREEMENT AND PLAN OF MERGER** (this "Agreement") is made as of May 8, 2019 by and between North Florida MSO, LLC, an entity organized and existing under the laws of Florida (the "Target"), and Physician Business Services, LLC, an entity organized and existing under the laws of Florida (the "Company").

WHEREAS, the parties hereto are desirous of merging the Target with and into the Company and continuing the Target's business activities or using the Target's assets in the Company's on-going business activities:

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants and agreements herein contained, and intending to be legally bound hereby, the Company and the Target hereby agree as follows:

Section 1. *The Merger.* On the Effective Date (as defined herein), and subject to and upon the terms and conditions of this Agreement and applicable law, the Target shall be merged with and into the Company, the separate legal existence of the Target shall cease, and the Company shall continue as the surviving company (hereinafter sometimes referred to as the "Surviving Company").

Section 2. *Effective Date.* The parties hereto shall cause the Merger to be consummated by filing articles of merger as contemplated by the laws of each party's respective jurisdiction of organization (the "Articles of Merger"), together with any required related certificates, with the Secretary of State of each party's respective jurisdiction of organization, as appropriate, in such forms as required by, and executed in accordance with, the relevant provisions of applicable law. The Merger shall become effective (the "Effective Date") May 8, 2019.

Section 3. *Effect of the Merger.* On the Effective Date, the effect of the Merger shall be as provided in this Agreement, the Articles of Merger and the provisions of applicable law. Without limiting the generality of the foregoing, and subject thereto, on the Effective Date all the property, rights, privileges, powers and franchises of the Company and the Target shall vest in the Surviving Company, and all debts, liabilities and duties of the Company and the Target shall become the debts, liabilities and duties of the Surviving Company.

Section 4. *Effect on Securities, Etc.* On the Effective Date, by virtue of the Merger and without any action on the part of the Company or the Target, the membership interests of the Target issued and outstanding immediately prior to the Effective Date shall be canceled and cease to exist without any consideration being payable therefor.

Section 5. *Certificate of Incorporation and By-Laws.*

(a) On the Effective Date, the Articles of Organization of the Company, as in effect immediately prior to the Effective Date, shall be the Articles of Organization of the Surviving Company until thereafter amended as provided by law and such Articles of Organization of the Surviving Company.

(b) On the Effective Date, the limited liability company agreement of the Company, as in effect immediately prior to the Effective Date, shall be the limited liability company agreement of the Surviving Company until thereafter amended.

Section 6. *Board Members and Officers.* The managers of the Company immediately prior to the Effective Date shall be the initial managers of the Surviving Company, each to hold office in accordance with the Articles of Organization and limited liability company agreement of the Surviving Company, and the officers of the Company immediately prior to the Effective Date shall be the initial officers of the Surviving Company, in each case until their respective successors are duly elected or appointed and qualified.

Section 7. *Governing Law.* This Agreement shall be governed by and construed in accordance with the laws of Florida, without regard to conflicts of law principles.

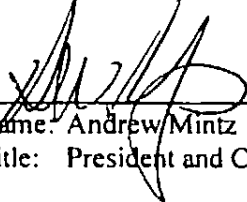
Section 8. *Taking of Necessary Action; Further Action.* Each of the Company and the Target will take, and cause their affiliates to take, all such reasonable and lawful actions as may be necessary or appropriate in order to effectuate the Merger and the other transactions contemplated by this Agreement in accordance with this Agreement as promptly as possible. If, at any time after the Effective Date, any such further action is necessary or desirable to carry out the purposes of this Agreement and to vest the Surviving Company with full right, title and possession to all assets, property, rights, privileges, powers and franchises of the Company and the Target, the officers and directors of the Company and the Target immediately prior to the Effective Date are fully authorized in the name of their respective companies to take, and will take, all such lawful and necessary action.

(signature page follows)

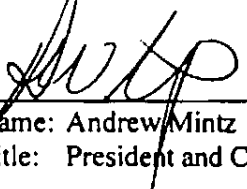
IN WITNESS WHEREOF, this Agreement has been executed by the duly authorized representatives of each of the above-named companies, effective as of the day and year first above written. This Agreement may be executed in counterparts, each of which when executed and delivered shall constitute an original and all such counterparts together constituting one and the same agreement.

NORTH FLORIDA MSO, LLC

By: Physician Business Services, LLC,
its Sole Member

By: 
Name: Andrew Mintz
Title: President and CEO

PHYSICIAN BUSINESS SERVICES, LLC

By: 
Name: Andrew Mintz
Title: President and CEO