

W800006373

(Requestor's Name)

(Address)

(Address)

(City/State/Zip/Phone #)

PICK-UP WAIT MAIL

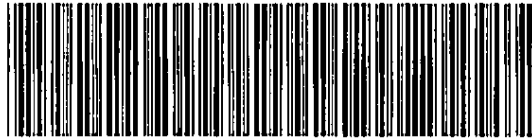
(Business Entity Name)

(Document Number)

Certified Copies _____ Certificates of Status _____

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02/13/20 --01022--011 **25.00

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2019 FEB 20 PM 12:25

R. WHITE
FEB 14 2020



FLORIDA DEPARTMENT OF STATE
Division of Corporations

January 23, 2020

ELENA KOHN
5002 W LEMON ST
TAMPA, FL 33609

SUBJECT: TBWC 4700, LLC
Ref. Number: L08000063373

We have received your document for TBWC 4700, LLC and your check(s) totaling \$25.00. However, the enclosed document has not been filed and is being returned for the following correction(s):

The fee to file articles of merger is \$25.00 per LLC. Therefore, an additional fee of \$25.00 is due to file this document.

Please return your document, along with a copy of this letter, within 60 days or your filing will be considered abandoned.

If you have any questions concerning the filing of your document, please call (850) 245-6050.

Rebekah White
Regulatory Specialist II Supervisor

Letter Number: 020A00001687

2020 FEB 11 PM 12:29

1000000000



February 10, 2020

Via UPS

Amendment Section
Division of Corporations
The Centre of Tallahassee
2415 N. Monroe Street, Suite 810
Tallahassee, FL 32303

SUBJECT: TBWC 4700, LLC
Ref. Number: L08000063373

To Whom It May Concern:

Thank you for your correspondence dated January 23, 2020. Attached please find an additional check for \$25. This should total \$50 for the merger of TBWC 4700, LLC and TBWC 2000, LLC. Please note that it is critical to have the effective date for the merger be January 1, 2020.

Should you have any questions regarding this submission, please do not hesitate to contact me at (813) 286-0033 ext. 3384 or EKohn@WomensCareFL.com.

Sincerely,

Elena Kohn, Esq.
Sr. Associate General Counsel

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

2015 12 23 PM 12:25

The following Articles of Merger is submitted to merge the following Fl _____ 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> |
|----------------|---------------------|-------------------------|
| TBWC 2000, LLC | Florida | LLC L17000198725 |
| _____ | _____ | _____ |
| _____ | _____ | _____ |
| _____ | _____ | _____ |
| _____ | _____ | _____ |

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> |
|----------------|---------------------|-------------------------|
| TBWC 4700, LLC | Florida | LLC L08000063373 |
| _____ | _____ | _____ |

THIRD: The merger was approved by each domestic merging entity that is a limited liability company in accordance with _____ and by each member of _____

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 limited 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:


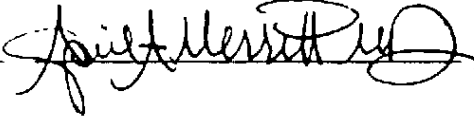
FIFTH: This entity agrees to pay any members with appraisal rights the amount, to which members are entitled under ss.605.1006 and 605.1061-605.1072, F.S.

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:

January 1, 2020

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: |
|------------------------------|--|--------------------------------------|
| TBWC 2000, LLC |  | Kai Fu |
| TBWC 4700, LLC |  | April Merritt |
| _____ | _____ | _____ |
| _____ | _____ | _____ |

- 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

Fees: For each Limited Liability Company: \$25.00 For each Corporation: \$35.00

AGREEMENT AND PLAN OF MERGER

This **AGREEMENT AND PLAN OF MERGER** (this "Agreement") is made as of January 1, 2020, by and between TBWC 2000, LLC, an entity organized and existing under the laws of Florida (the "Target") and TBWC 4700, 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 ongoing 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") January 1, 2020.

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. *Articles of Organization and Operating Agreement*.

(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 for the combined merged company until thereafter amended as provided by law and such Articles of Organization of the Company.

(b) On the Effective Date, the Operating Agreement of the Company, as in effect immediately prior to the Effective Date, shall be the Operating Agreement of the combined merged company until thereafter amended as provided by law and such Operating Agreement of the Company.

Section 6. *Board Members and Officers.* The manager of the Company immediately prior to the Effective Date shall be the manager for the combined merged Company, to hold office in accordance with the Articles of Organization and the Operating Agreement, until her respective successor is 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 Target and the Company 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 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.

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. Signature and acknowledgment pages, if any, may be detached from the counterparts and attached to a single copy of this Agreement to physically form one document. Electronic signatures complying with the U.S. federal ESIGN Act of 2000 (including DocuSign) or facsimile copies of this Agreement fully executed shall be deemed an original for all purposes, and the parties hereto waive the "best evidence" rule or any similar law or rule in any proceeding in which this Agreement shall be presented as evidence.

TARGET:

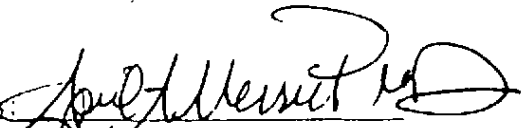
COMPANY:

TBWC 2000, LLC

TBWC 4700, LLC

By:  _____

Name: Kai Fu
Title: Manager

By:  _____

Name: April Merritt
Title: Manager