

Division of Corporations

001/008

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Florida Department of State  
Division of Corporations  
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**MERGER OR SHARE EXCHANGE****West Coast Primary Care, LLC**

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Merger

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ARTICLES OF MERGER  
OF  
WEST COAST PRIMARY CARE, LLC, a Florida limited liability company  
and  
WEST COAST PRIMARY CARE, LLC, a Wyoming limited liability company

The undersigned corporations, in accordance with the Wyoming Limited Liability Act and the Florida Revised Limited Liability Act, hereby adopt the following Articles of Merger.

ARTICLE I. Constituent Entities. The names of the constituent entities that are parties to the merger and these Articles of Merger are WEST COAST PRIMARY CARE, LLC, a Florida corporation, (the "Surviving Entity") and WEST COAST PRIMARY CARE, LLC, a Wyoming limited liability company (the "Merged Entity").

ARTICLE II. Surviving Entity. The limited liability company to survive the merger is WEST COAST PRIMARY CARE, LLC, a Florida limited liability company, which shall continue under its present name.

ARTICLE III. Plan of Merger. A copy of the Plan of Merger is attached hereto and made a part hereof (the "Plan of Merger"). No member of the Surviving Entity or the Merged Entity will, as a result of the Merger, become personally liable for the liabilities or obligations or any other person or entity unless that member approves the Plan of Merger and otherwise consents to becoming personally liable.

ARTICLE IV. Adoption. The Plan of Merger was duly adopted by the members of the Surviving Entity by unanimous written action of even date herewith as required by the laws of the State of Florida and there are no members of the Surviving Entity who are entitled to appraisal rights under the laws of the State of Florida, including but not limited to Section 605.1006, Florida Statutes. The Plan of Merger was duly adopted by the members of the Merged Entity by unanimous written action of even date herewith as required by the laws of the State of Wyoming.

ARTICLE V. Consent to Wyoming Jurisdiction. Pursuant to Section 17-29-1005(b), Wyoming Statutes, the Surviving Entity hereby consents to the jurisdiction of the courts of the State of Wyoming to enforce any debt, obligation or other liability owed by the Merged Entity and hereby appoints the Wyoming Secretary of State as its agent for service of process for the purposes of enforcing a debt, obligation or other liability pursuant to said

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5. Effect of Merger. On the Effective Date of the Merger the separate existence of the Merged Entity shall cease. As provided by the Florida Revised Limited Liability Company Act and the Wyoming Limited Liability Company Act, the Surviving Entity shall thereupon and thereafter possess all of the rights, privileges, immunities and franchises of a public, as well as of a private nature, of the Merged Entity and shall be subject to all the restrictions, disabilities and duties of such Merged Entity; and all property, real, personal and mixed, and all debts due on whatsoever account, including all subscription to membership interests, and all other choses in action, and all and every interest, of or belonging to or due to the Merged Entity shall be taken and deemed to be transferred to and vested in the Surviving Entity without further act, deed, or transfer; and the title to any real estate or any interest therein, vested in the Merged Entity shall not revert or in any way be impaired by reason of such Merger. The Surviving Entity shall henceforth be responsible and liable for all debts, obligations and other liabilities of the Merged Entity; and any claim existing or action or proceeding pending by or against the Merged Entity may be prosecuted as if such Merger had not taken place, or the Surviving Entity may be substituted in its place. Neither the rights of creditors nor any liens upon the property of the Merged Entity shall be impaired by such Merger.

6. Exchange of Membership Interests. On the Effective Date of the Merger, the outstanding percentage Membership Interests of the Merged Entity shall be cancelled, retired and surrendered for cancellation and shall cease to exist as of the Effective Date of the Merger, due to the fact that the members of the Merged Entity are the same as the members of the Surviving Entity in the same ownership percentages as they own Membership Interests of the Merged Entity. On the Effective Date of the Merger, each issued and outstanding percentage Membership Interest of the Surviving Entity immediately prior to the Merger shall be not be converted or exchanged in any manner and each percentage Membership Interest that is issued and outstanding as of the effective Date of the Merger shall continue to be an issued and outstanding percentage Membership Interest of the Surviving Entity after the Effective Date of the Merger.

7. Counterparts. This Plan of Merger may be executed in one (1) or more counterparts, each of which shall be deemed an original, but all of which together will constitute one (1) and the same instrument. The parties hereto agree that facsimile and electronically transmitted portable document format (pdf) signatures shall be deemed originals.

8. Further Assurances. If, at any time, the Managers or officers of the Surviving Entity shall determine that additional

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Section 17-29-1005(b), Wyoming Statutes. The street address and mailing address for the Surviving Entity, to be used by the Wyoming Secretary of State for such purposes is: 603 7<sup>th</sup> Street South, Suite 590, St. Petersburg, Florida, 33701.

IN WITNESS WHEREOF, the undersigned have executed and signed these Articles of Merger this 10<sup>th</sup> day of June, 2015.

WEST COAST PRIMARY CARE, LLC,  
a Florida limited liability  
company

WEST COAST PRIMARY CARE, LLC,  
a Wyoming limited liability  
company

By:

Name: Giovanni Bonta  
Title: Authorized Manager

By:

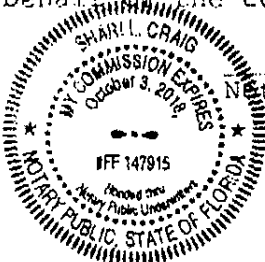
Name: Edwilda Lopez  
Title: Authorized Manager

STATE OF FLORIDA  
COUNTY OF PINELLAS

The foregoing instrument was acknowledged before me this 10<sup>th</sup> day of June, 2015, by Giovanni Bonta, as Manager, of WEST COAST PRIMARY CARE, LLC, a Florida limited liability company, on behalf of the company.

My commission expires:

STATE OF FLORIDA  
COUNTY OF PINELLAS

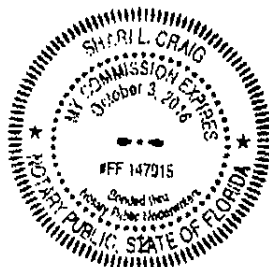


Shari L. Gray  
Notary Public

The foregoing instrument was acknowledged before me this 10<sup>th</sup> day of June, 2015, by Edwilda Martinez, as Manager, of WEST COAST PRIMARY CARE, LLC, a Wyoming limited liability company, on behalf of the company.

My commission expires:

Shari L. Gray  
Notary Public



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**PLAN OF MERGER**

This PLAN OF MERGER (the "Agreement"), is made and entered into as of the 12 day of January, 2015 by and between WEST COAST PRIMARY CARE, LLC, a Florida limited liability company (the "Surviving Entity") and WEST COAST PRIMARY CARE, LLC, a Wyoming limited liability company (the "Merging Entity").

Recitals

A. The Surviving Entity and the Merged Entity desire to adopt a plan of merger pursuant to Florida law and Wyoming law.

NOW, THEREFORE, for and in consideration of the recitals and the representations, warranties, covenants, agreements and undertakings hereinafter set forth, the parties agree to the following Plan of Merger and reorganization:

1. Plan of Merger. On the Effective Date (as defined in Section 4 below) WEST COAST PRIMARY CARE, LLC, a Florida limited liability company, shall merge with and into and WEST COAST PRIMARY CARE, LLC, a Wyoming limited liability company, in accordance with the merger laws of the State of Florida and the State of Wyoming. WEST COAST PRIMARY CARE, LLC, a Florida limited liability company, shall continue to exist under the laws of the State of Florida as the Surviving Entity and the separate existence of WEST COAST PRIMARY CARE, LLC, a Wyoming limited liability company, shall terminate on the Effective Date of the Merger.

2. Articles of Organization. The Articles of Organization of the Surviving Entity in effect on the Effective Date of the Merger will continue to be the Articles of Organization of the Surviving Entity and shall not be changed by virtue of the Merger.

3. Operating Agreement. The Operating Agreement of the Surviving Entity in effect on the Effective Date of the Merger shall be the Operating Agreement of the Surviving Entity until amended in accordance with law, or as specified in the Articles of Organization or Operating Agreement of the Surviving Entity.

4. Effective Date of the Merger. The date the Merger shall become effective (the "Effective Date") shall be as of the date the Articles of Merger have been duly filed with the Florida Department of State and the Wyoming Secretary of State. Each of the parties hereto agrees that they shall execute such documents and such other instruments and take such corporate or other acts or actions as may be necessary to effectuate this Merger.

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conveyances, documents, or other actions are necessary to carry out the provisions of this Plan of Merger, the Managers and officers of the Merged Entity as of the Effective Date of the Merger shall execute such conveyances, or documents or take such actions.

9. Amendment/Abandonment of Plan. The Members of the Surviving Entity have authorized any one of the Managers of the Surviving Entity to amend this Plan of Merger or abandon the Merger, prior to the Effective Date of the Merger, without further action of the Members. The Members of the Merged Entity have authorized any one of the Managers of the Merged Entity to amend this Plan of Merger or abandon the Merger, prior to the Effective Date of the Merger, without further action of the Members.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first above written.

WITNESSES:

WEST COAST PRIMARY CARE, LLC,  
a Florida limited liability  
company

Charles C. Ay  
Esq. Here

By: Giovanna Banda Manager

WEST COAST PRIMARY CARE, LLC, a  
Wyoming limited liability

Charles  
Eubank

By: Edna M. [Signature] Manager

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