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(Requestor's Name)

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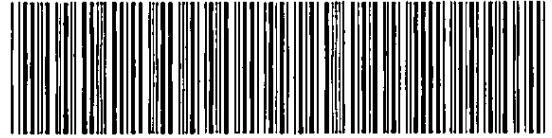
(Business Entity Name)

(Document Number)

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TALLAHASSEE, FLORIDA

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JAN 03 2020

T. SCHNEIDER

Holland & Knight

Requester's Name
315 South Calhoun Street, suite 600

Address
Tallahassee, FL 32301 (850)425-5686
City/State/Zip Phone #

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CORPORATION NAME(S) & DOCUMENT NUMBER(S), (if known):

1. WCF Holdings I, LLC
(Corporation Name) (Document #)

2. _____
(Corporation Name) (Document #)

3. _____
(Corporation Name) (Document #)

4. _____
(Corporation Name) (Document #)

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☒ Certified Copy

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☐ Photocopy

☐ Certificate of Status

NEW FILINGS

- ☐ Profit
- ☐ Not for Profit
- ☐ Limited Liability
- ☐ Domestication
- ☐ Other

OTHER FILINGS

- ☐ Annual Report
- ☐ Fictitious Name

AMENDMENTS

- ☐ Amendment
- ☐ Resignation of R.A., Officer/Director
- ☐ Change of Registered Agent
- ☐ Dissolution/Withdrawal
- ☒ Merger

REGISTRATION/QUALIFICATION

- ☐ Foreign
- ☐ Limited Partnership
- ☐ Reinstatement
- ☐ Trademark
- ☐ Other

Examiner's Initials

**ARTICLES OF MERGER OF
WCF HOLDINGS II, LLC INTO
WCF HOLDINGS I, LLC**

The following Articles of Merger are submitted to merge the following Florida limited liability companies in accordance with § 605.1025, Florida Statutes:

1. The exact name, jurisdiction and form/entity of the merging party is:

<u>Name</u>	<u>Jurisdiction</u>	<u>Form/Entity Type</u>
WCF Holdings II, LLC	Florida	Limited Liability Company

117-151846

2. The exact name, jurisdiction, and form/entity type of the surviving party is:

<u>Name</u>	<u>Jurisdiction</u>	<u>Form/Entity Type</u>
WCF Holdings I, LLC	Florida	Limited Liability Company

3. The merger was approved by each domestic merging entity that is a limited liability company in accordance with §§ 605.1021-605.1026, Florida Statutes, by each other merging entity in accordance with the laws of its jurisdiction of formation. No member of such limited liability company shall as a result of the merger have interest holder liability under § 605.1023(1)(b), Florida Statutes.

4. The surviving entity exists before the merger and is a domestic entity, and no amendment shall be filed to its public records.

5. The surviving entity agrees to pay any members with appraisal rights the amount, to which members are entitled under §§ 605.1006 and 605.1061-605.1072, Florida Statutes.

6. The effective date shall be as of the date this document is filed with the Florida Department of State.

7. Signature(s) for Each Party:

Merging Party:

WCF Holdings II, LLC,
a Florida limited liability company

By: 

Name: Ignacio Armas, M.D.
Title: Director

Surviving Party:

WCF Holdings I, LLC,
a Florida limited liability company

By: 

Name: Ignacio Armas, M.D.
Title: Chair

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**AGREEMENT AND PLAN OF MERGER OF
WCF HOLDINGS II, LLC
(a Florida limited liability company)
INTO
WCF HOLDINGS I, LLC
(a Florida limited liability company)**

THIS AGREEMENT AND PLAN OF MERGER (the "Agreement") is entered into as of the Dec. 27 2019, by and between WCF Holdings II, LLC, a Florida limited liability company (the "Merging Entity"), and WCF Holdings I, LLC, a Florida limited liability company (the "Surviving Entity").

BACKGROUND

The Merging Entity is a Florida limited liability and the Surviving Entity is also a Florida limited liability company.

The Director and the Members of the Merging Entity deem it advisable and in the best interest of the Merging Entity, to merge with and into the Surviving Entity pursuant to Florida law.

The Members of the Surviving Entity also deem it advisable and in the best interest of the Surviving Entity, that the Merging Entity merge with and into the Surviving Entity pursuant to Florida law.

Accordingly, in consideration of the mutual agreements set forth by this Agreement, and in order to consummate this transaction described above, the Merging Entity and the Surviving Entity agree as follows:

1. The Merging Entity and the Surviving Entity agree that, on the Effective Date (as defined below), the Merging Entity shall be merged with and into the Surviving Entity (the "Merger"), upon the terms and conditions of this Agreement, and that the Surviving Entity shall continue under the laws of the State of Florida as the surviving limited liability company and they further agree as follows:

a. The effective date for all purposes of the Merger shall be upon the filing of the Articles of Merger with the Florida Department of State (the "Effective Date").

b. From and after the Effective Date, the purpose, the registered agent and the address of the registered office of the Surviving Entity shall remain the same.

c. From and after the Effective Date, and until further amended, altered or restated as provided by law, the Articles of Organization separate and apart from this Agreement shall be and may be separately certified as the Articles of Organization of the Surviving Entity.

d. From and after the Effective Date, the Second Amended and Restated Operating Agreement of the Merging Entity shall cease to exist on the Effective Date, and the Second Amended and Restated Operating Agreement of the Surviving Entity shall remain in effect until a new operating agreement is adopted.

e. From and after the Effective Date, all of the assets, property, rights, privileges, powers and franchises of the Merging Entity shall vest in the Surviving Entity, and all debts, liabilities and duties of the Merging Entity shall become the debts, liabilities and duties of the Surviving Entity.

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CLERK OF THE CIRCUIT COURT

2. This Agreement was submitted to the Director and the Members of the Merging Entity and to the Members of the Surviving Entity for their consent and approval in accordance with § 605.1023 of the Florida Statutes, and it was adopted and approved in accordance with Florida law, and this Agreement, the appropriate Articles of Merger and such other documents are necessary to consummate the merger shall be signed, acknowledged and filed pursuant to Florida law.

3. On the Effective Date, all membership units of the Merging Entity issued and outstanding immediately prior to the Effective Date, by virtue of the Merger and without any action on the part of the holder of such membership units, shall be deemed cancelled and shall be of no further force or effect and no consideration shall be issued in respect thereof. The transfer books of the Merging Entity shall be closed and no further transfer of membership interests shall be made.

4. Prior to and on the Effective Date, the Merging Entity and Surviving Entity shall take all action necessary, appropriate or convenient in order to effectuate the Merger. In case at any time after the Effective Date the Surviving Entity shall determine that any further conveyance, assignment or other document or any further action is necessary, appropriate or convenient to vest in the Surviving Entity full title to all properties, assets, rights, privileges and franchises of the Merging Entity, the Director and the Members of the Merging Entity shall execute and deliver all instruments and take all action the Surviving Entity may determine to be necessary, appropriate or convenient in order to vest in and confirm to the Surviving Entity title to and possession of all those properties, assets, privileges and franchises, and otherwise to carry out the purposes of this Agreement.

5. The principal office of the Surviving Entity shall be 5002 West Lemon Street, Tampa, Florida 33609.

6. This Agreement embodies the entire agreement between the parties with respect to its subject matter. There have not been and there are no agreements, covenants, representations or warranties between the parties other than those expressly stated or expressly provided for in this Agreement.

7. This Agreement is governed by, and construed in accordance with, Florida law. It shall inure to the benefit of and be binding upon the Merging Entity and the Surviving Entity and their respective successors and assigns; nothing in this Agreement, expressed or implied, is intended to confer upon any other person any rights or remedies upon or by reason of this Agreement.

8. This Agreement may be executed in one or more counterparts, all of which together shall constitute the same document, and facsimile signatures shall have the same effect as original signatures.

[Signature Page Follows]

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TALLAHASSEE, FLORIDA

NOW, THEREFORE, the Merging Entity and Surviving Entity have signed this Agreement and Plan of Merger on the date first written above.

Merging Entity:

WCF Holdings II, LLC,
a Florida limited liability company

By: 

Name: Ignacio Armas, M.D.
Title: Director

Surviving Entity:

WCF Holdings I, LLC,
a Florida limited liability company

By: 

Name: Ignacio Armas, M.D.
Title: Chair

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