

12/3/2020

Division of Corporations

Florida Department of State

Division of Corporations

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**MERGER OR SHARE EXCHANGE
HEALTHXMD, LLC**

Certificate of Status	0
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December 9, 2020

FLORIDA DEPARTMENT OF STATE
Division of Corporations

HEALTHXMD, LLC
5272 STATION WAY
SARASOTA, FL 34233

SUBJECT: HEALTHXMD, LLC
REF: L20000284246

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Terri J Schroeder
Regulatory Specialist III

FAX Aud. #: H20000413699
Letter Number: 620A00024659



December 4, 2020

FLORIDA DEPARTMENT OF STATE
Division of Corporations

HEALTHXMD, LLC
5272 STATION WAY
SARASOTA, FL 34233

SUBJECT: HEALTHXMD, LLC
REF: L20000284246

We received your electronically transmitted document. However, the document has not been filed. Please make the following corrections and refax the complete document, including the electronic filing cover sheet.

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Yasemin Y Sulker
Regulatory Specialist III

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**ARTICLES OF MERGER
FOR
FLORIDA LIMITED LIABILITY COMPANY**

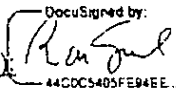
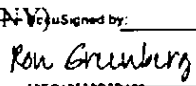
The following Articles of Merger are submitted to merge the following Florida Limited Liability Company in accordance with §605.1025, Florida Statutes.

- FIRST:** The name and jurisdiction of the surviving limited liability company is HEALTHXMD, LLC, a Florida limited liability company (the "**Surviving Company**").
- SECOND:** The name and jurisdiction of the merging limited liability company is PROVISION PARTNERS, LLC, a New York limited liability company (the "**Merged Company**").
- THIRD:** The merger was approved by the Surviving Company that is a limited liability company in accordance with §605.1021-605.1026; by the Merged Company 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 §605.1023(1)(b).
- FOURTH:** The Agreement and Plan of Merger (the "**Plan**") is attached hereto as **EXHIBIT A**.
- FIFTH:** The Surviving Company is created by the merger and is a domestic filing entity. The public organic record is attached.
- SIXTH:** The Surviving Company agrees to pay any members with appraisal rights the amount, to which members are entitled under §605.1006 and 605.1061-605.1072, F.S.

2020 SEP 17 AM 9:10

FILED

SEVENTH: Signature(s) for each Party:

Name of Entity/Organization: ProVition Partners, LLC HealthXMD, LLC (FL)	Signature(s):  <small>DocuSigned by: 44C0C5403FE94EE...</small>  <small>DocuSigned by: 52FC1058803B...</small>	Typed or Printed Name of Individual _____, Manager _____, Manager
--	--	--

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EXHIBIT A

AGREEMENT AND PLAN OF MERGER

THIS AGREEMENT AND PLAN OF MERGER (this "Agreement"), dated as of March 10, 2020, is made by and between **PROVISION PARTNERS, LLC**, a New York limited liability company (the "NY Company" or the "Merging Company"), and **HEALTHXMD, LLC**, a Florida limited liability company (the "FL Company" or the "Surviving Company").

The FL Company and the NY Company have agreed that the NY Company will be merged with and into the FL Company, with the FL Company as the surviving limited liability company.

The FL Company has determined that the Merger, as hereinafter defined, is in the best interests of the FL Company, the NY Company, and the members of each of the NY Company and the FL Company.

In consideration of the premises and the mutual agreements and covenants herein contained, and in accordance with the applicable provisions of the Florida Revised Limited Liability Company Act (the "FL Act") and the New York Limited Liability Company Law (the "NY Act"), the parties hereto have agreed and covenanted, and do hereby agree and covenant as follows:

ARTICLE I

MERGING LIMITED LIABILITY COMPANY AND SURVIVING LIMITED LIABILITY COMPANY

1.01 The NY Company was organized in the State of New York on May 9, 2018. The NY Company has a total of 122 authorized and issued membership interests entitled to vote on the merger.

1.02 The FL Company is a new Florida limited liability company, and its Articles of Organization will be filed as of the date the Articles of Merger are filed with the Florida Secretary of State. The FL Company has no material assets or liabilities, except as may be acquired through this Merger, as hereinafter defined.

ARTICLE II

TERMS AND CONDITIONS OF MERGER; EFFECTIVE TIME

2.01 The Merger. Upon the terms set forth in this Agreement, and in accordance with the FL Act and the NY Act, at the Effective Time, hereinafter defined, the NY Company shall be merged with and into the FL Company (the "Merger"). As a result of the Merger, the separate limited liability company existence of the NY Company shall cease, and the FL Company shall continue as the surviving limited liability company of the Merger.

2.02 Effect of the Merger. At the Effective Time, the effect of the Merger will be as provided in this Agreement and the applicable provisions of the FL Act. Without limiting the generality of the foregoing, and subject thereto, at the Effective Time, except as otherwise provided herein, all the property, rights, privileges, powers and franchises of the NY Company shall vest in the Surviving Company, and all debts, liabilities and duties of the NY Company shall become the debts, liabilities and duties of the Surviving Company.

2.03 Manner and Basis of Converting Interests and Rights to Acquire Interests. The manner and basis of converting the interests of the NY Company and the FL Company (and any rights to acquire

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interests in the NY Company or the FL Company) into the interests of the Surviving Company are as follows:

(a) Cancellation of Membership Interests of the NY Company. At the Effective Time, all of the outstanding membership interests of the NY Company shall, by virtue of the Merger and without any action on the part of the holder thereof, cease to be outstanding and shall be cancelled without consideration.

(b) Continuation of Membership Interests of the FL Company. At the Effective Time, the outstanding membership interests of the FL Company shall remain outstanding and shall constitute all of the outstanding membership interests of the Surviving Company.

(c) Rights to Acquire Interests. At the Effective Time, any rights to acquire membership interests of the NY Company or the FL Company shall, by virtue of the Merger and without any action on the part of the holder thereof, cease to be outstanding and shall be cancelled without consideration.

2.04 Articles of Organization. At the Effective Time of the Merger, the Articles of Organization of the FL Company, as filed with the State of Florida, shall be the Articles of Organization of the Surviving Company.

2.05 Operating Agreement. At the Effective Time of the Merger, the current operating agreement of the FL Company shall be the operating agreement of the Surviving Company.

2.06 Effective Time. This Merger shall become effective on the date that the Certificate of Merger is filed with the Office of the Secretary of State of the State of Florida (the "Effective Time"). The Surviving Company shall also file the Certificate of Merger with the NY Department of State pursuant to Section 1003 of the NY Act, which filing shall have no effect on the determination of the effective date of the Merger.

ARTICLE III GENERAL PROVISIONS

3.01 Waiver and Amendment. Any of the provisions of this Agreement may be waived in writing at any time by the party or parties entitled to the benefit of such provision. This Agreement may be amended or modified by written agreement of the NY Company and the Florida Company.

3.02 Headings. Article, section, subsection, and paragraph titles, captions and headings herein are inserted only as a matter of convenience and for reference, and in no way define, limit, extend, or describe the scope of this Agreement or the intent of any provision hereof.

3.03 Counterparts. This Agreement may be executed in one or more counterparts, and any party to this Agreement may execute and deliver this Agreement by executing and delivering any of such counterparts, each of which when executed and delivered shall be deemed to be an original and all of which taken together shall constitute one and the same instrument.

3.04 Governing Law. This Agreement is governed by and controlled as to validity, enforcement, interpretation, effect, and in all other respects by the internal laws of the State of Florida applicable to contracts made in that state, without reference to its conflicts of laws principles.

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ARTICLE IV TAX TREATMENT

4.01 Tax Treatment. The Merging Company and the Surviving Company are each classified as a partnership under Treasury Regulations § 301.7701-3, and it is neither the purpose nor the intent of the members to create an association taxable as a corporation. The Merger shall be considered a continuation of the Merging Company, and the Surviving Company shall be considered a continuation of the Merging Company in all respects under Treasury Regulations § 1.708-1. The Surviving Company shall file a return for the current taxable year of the Merging Company. The return shall state that the Surviving Company is a continuation of such Merging Company and that the Surviving Company shall retain the employer identification number ("EIN") of the Merging Company. The respective distributive shares of the members for the periods prior to and including the date of the Merger and subsequent to the date of the Merger shall be shown as a part of the return.

[SIGNATURE PAGE FOLLOWS]


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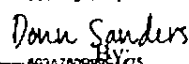
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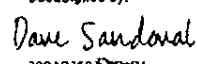
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed by their respective managers thereunto duly authorized as of date first above written.

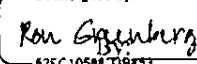
NY COMPANY:**PROVISION PARTNERS, LLC**

DocuSigned by:

44C0C5405F82EE
By: _____
Ronald Sandoval, Manager

DocuSigned by:

693A76089961475
By: _____
Donn Sanders, Manager

FLORIDA COMPANY:**HEALTHXMD, LLC**

DocuSigned by:

308A836957411...
By: _____
Dave Sandoval, Manager

DocuSigned by:

52FC10588338457
By: _____
Ron Greenberg, Manager

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