

12/3/2020

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MERGER OR SHARE EXCHANGE**Josh Trutt, M.D., PLLC**

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ARTICLES OF MERGER

OF

Josh Trutt, M.D., PLLC
(a New York professional limited liability company)

WITH AND INTO

Josh Trutt, M.D., PLLC
(a Florida professional limited liability company)

Pursuant to Section 605.1025 of the Florida Revised Limited Liability Company Act (the "Act"), the undersigned parties hereby execute, deliver and file the following Articles of Merger.

FIRST: The parties to the merger (the "Merger") are Josh Trutt, M.D., PLLC, a Florida professional limited liability company (the "Surviving PLLC"), and Josh Trutt, M.D., PLLC, a New York professional limited liability company (the "Merging PLLC").

SECOND: The Surviving PLLC is a domestic Florida professional limited liability company that was formed on November 23, 2020.

THIRD: The Merger shall become effective at December 4, 2020.

FOURTH: In accordance with New York law, the Agreement and Plan of Merger attached hereto as Exhibit A and incorporated herein by reference ("Plan of Merger"), and the transactions contemplated thereby, including the Merger, were approved by the sole member of the Merging PLLC, by written consent on November 30, 2020.

FIFTH: In accordance with the provisions of Sections 605.1021-605.1026 of the Act, the Plan of Merger and the transactions contemplated thereby, including the Merger, were approved by the sole member of the Surviving PLLC by written consent on November 30, 2020.

SIXTH: The Surviving PLLC has agreed to pay to any members of any limited liability company with appraisal rights the amount to which such members are entitled under the provisions of Sections 605.1006 and 605.1061-605.1072 of the Act.

SEVENTH: The performance of the Plan of Merger and its terms were authorized by all action required under the laws of the State of Florida, the operating agreement and, the articles of organization of the Surviving PLLC, and the laws of the State of New York, the operating agreement and the articles of organization of the Merging PLLC.

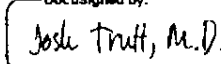
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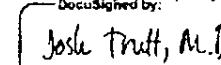
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IN WITNESS WHEREOF, the undersigned have duly caused these Articles of Merger to be executed and delivered as of November 30, 2020.

JOSH TRUTT, M.D., PLLC, a Florida professional limited liability company

DocuSigned By:

By: 002F3442E2D2489
Name: Josh Trutt, M.D.
Title: Authorized Signatory

JOSH TRUTT, M.D., PLLC, a New York professional limited liability company

DocuSigned By:

By: 002F3442E2D2489
Name: Josh Trutt, M.D.
Title: Authorized Signatory

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STATE OF NEW YORK

EXHIBIT A

Plan of Merger

(see attached)

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AGREEMENT AND PLAN OF MERGER**OF****JOSH TRUTT, M.D., PLLC**
(a New York professional limited liability company)**WITH AND INTO****JOSH TRUTT, M.D., PLLC**
(a Florida professional limited liability company)2020 DEC -3 AM 9:54
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THIS AGREEMENT AND PLAN OF MERGER (this "Agreement") is made and entered into effective as of November 30, 2020, by and between Josh Trutt, M.D., PLLC, a Florida professional limited liability company (the "Surviving PLLC"), and Josh Trutt, M.D., PLLC, a New York professional limited liability company (the "Merging PLLC").

RECITALS

WHEREAS, the sole members and managers each of the Merging PLLC and the Surviving PLLC has determined that it is desirable and in the best interests of their respective companies for the Merging PLLC to be merged with and into the Surviving PLLC (the "Merger") on and subject to the terms and conditions set forth in this Agreement;

WHEREAS, pursuant to the transactions contemplated by this Agreement and on the terms and subject to the conditions set forth herein, the Merging PLLC, in accordance with the New York Limited Liability Company Law (the "NY LLC Law") and the Florida Revised Limited Liability Company Act (the "FL LLC Act"), will be merged with and into the Surviving PLLC, the separate existence of the Merging PLLC will cease and the Surviving PLLC will continue as the surviving PLLC following the Merger;

WHEREAS, for federal income tax purposes, it is intended that the Merger provided for herein shall qualify as a reorganization within the meaning of Section 368(a)(1)(F) of the Internal Revenue Code of 1986, as amended (the "Code"); and

WHEREAS, the parties desire to execute and deliver this Agreement to effectuate the Merger and the other transactions contemplated by this Agreement.

NOW, THEREFORE, in consideration of the foregoing recitals, the representations, warranties, covenants and other agreements set forth in this Agreement, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the parties, the parties hereby agree as set forth in this Agreement.

ARTICLE I: THE MERGER

1.1 The Merger. Upon the terms and subject to the conditions set forth in this Agreement and pursuant to the provisions of, and with the effect provided in the NY LLC Law and the FL LLC Act, at the Effective Time (as defined below), the Merging PLLC shall be merged with and into the Surviving PLLC (the "Merger"). Following the Merger, the separate existence of the Merging PLLC shall cease, and the Surviving PLLC shall continue as the surviving professional limited liability company. The Merger shall be effective as of the Effective Time (defined below). At the Effective Time, (a) all of the properties, rights, privileges, immunities, powers and franchises of the Merging PLLC shall vest in the Surviving PLLC, and

(b) all of the debts, liabilities, obligations and duties of the Merging PLLC shall become the debts, liabilities, obligations and duties of the Surviving PLLC.

1.2 Effective Time. Subject to the provisions of this Agreement, the Merger shall become effective in accordance with Sections 1001 through 1004 the NY LLC Law and Sections 605.1021 through 605.1025 of the FL LLC Act. The date and time when the Merger shall become effective, as aforesaid, is herein called the "Effective Time.").

1.3 Organizational Documents. At the Effective Time and as a result of the Merger, (a) the Operating Agreement of the Surviving PLLC immediately prior to the Effective Time shall be the Operating Agreement of the Surviving PLLC following the Effective Time until thereafter amended or repealed in accordance with the terms thereof and the NY LLC Law, and (b) the Operating Agreement of the Surviving PLLC immediately prior to the Effective Time shall be the Operating Agreement of the Surviving PLLC following the Effective Time until thereafter amended or repealed in accordance with the terms thereof, the Operating Agreement of the Surviving PLLC and the NY LLC Law.

1.4 Conversion of Interests. At the Effective Time, as a result of the Merger and without any further action by the Merging PLLC or the Surviving PLLC, each membership interest of the Merging PLLC that is owned immediately prior to the Effective Time shall be converted into the same number of membership interests of the Surviving PLLC.

1.5 Board of Directors and Officers. The officers of the Surviving PLLC immediately prior to the Effective Time shall be the officers of the Surviving PLLC from and after the Effective Time and shall hold office until the earlier of their respective death, resignation, or removal or until their respective successors are duly elected or appointed, as applicable and qualified in the manner provided for in the Operating Agreement of the Surviving PLLC or as otherwise required by the FL LLC Act.

1.6 Tax Treatment. It is intended by the parties hereto that (i) the Merger contemplated by this Agreement constitutes a reorganization within the meaning of Section 368(a)(1)(F) of the Code, and the Parties adopt this Agreement as a "plan of reorganization" within the meaning of Treasury Regulations 1.368-2(g) and 1.368-3(a), (ii) the conversion of interests pursuant to this Agreement will be treated as a deemed distribution of Surviving PLLC equity in exchange for Merging PLLC equity in a reorganization under Section 368(a)(1)(F) of the Code, and (iii) the Merger shall qualify as a complete liquidation of Merging PLLC.

ARTICLE II: GENERAL PROVISIONS

2.1 Conditions Precedent. The respective obligations of the parties to effect the Merger shall be subject to the parties' receipt of all consents, approvals and permissions and the satisfaction of all of the requirements prescribed by law, including, but not limited to, the consents, approvals and permissions of all regulatory authorities which are necessary to the carrying out of the Merger described in this Agreement.

2.2 Termination. This Agreement may be terminated by the mutual consent of the Merging PLLC and the Surviving PLLC at any time prior to the Effective Time. In the event of termination of this Agreement, this Agreement shall become void and shall have no effect and create no liability or obligation on the part of the parties hereto or their respective officers, directors or shareholders.

2.3 Governing Law. This Agreement shall be governed in all respects, including validity, interpretation and effect, by and shall be enforceable in accordance with the internal laws of the State of Florida, without regard to conflicts of laws principles.

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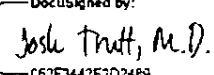
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IN WITNESS WHEREOF, the undersigned have caused this Agreement to be executed and delivered as of the date first set forth above.

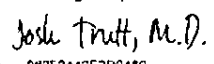
SURVIVING PLLC:

JOSH TRUTT, M.D., PLLC, a Florida professional limited liability company

DocuSigned by:

By: C62F3442E2D2469 ..
Name: Josh Trutt, M.D.
Title: Authorized Signatory

MERGING PLLC:

JOSH TRUTT, M.D., PLLC, a New York professional limited liability company

DocuSigned by:

By: 082F3442E2D2469 ..
Name: Josh Trutt, M.D.
Title: Authorized Signatory

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