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(Business Entity Name)

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Special Instructions to Filing Officer:

J. HORNE  
SEP 25 2024

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FILED  
2024 SEP 24 AM 9:33  
RECEIVED  
2024 SEP 24 AM 10:43  
SECTION OF STATE  
FALL ARIZONA

**Sunshine State Corporate Compliance Company**

3458 Lakeshore Drive, Tallahassee, Florida 32312

(850) 656-4724

DATE 09/24/2024

**\*\*WALK IN\*\***

ENTITY NAME DAS HEALTH VENTURES, LLC

DOCUMENT NUMBER \_\_\_\_\_

**\*\*PLEASE FILE THE ATTACHED AND RETURN\*\***

XXXXXXXXXX

*Plain Copy*

*Certified Copy*

*Certificate of Status*

**\*\*PLEASE OBTAIN THE FOLLOWING FOR THE ABOVE ENTITY\*\***

*Certified Copy of Arts & Amendments*

*Certificate of Good Standing*

**\*\*APOSTILLE' / NOTARIAL CERTIFICATION\*\***

COUNTRY OF DESTINATION \_\_\_\_\_

NUMBER OF CERTIFICATES REQUESTED \_\_\_\_\_

TOTAL OWED \$50

ACCOUNT #: I20160000072

*S. R. J. / J. J.*

*Please call Tina at the above number for any issues or concerns. Thank you so much!*

**ARTICLES OF MERGER**  
*of*  
ITELAGEN, LLC,  
*a Delaware limited liability company*  
*with and into*  
DAS HEALTH VENTURES, LLC,  
*a Florida limited liability company*

**September 19, 2024**

Pursuant to the provisions of Section 605.1025 of the Florida Limited Liability Company Act, as amended (the "**Act**"), the undersigned have duly executed and hereby file the following Articles of Merger for the purposes of merging Itelagen, LLC, a Delaware limited liability company, with and into DAS Health Ventures, LLC, a Florida limited liability company (collectively, the "**Merging Entities**");

**FIRST:** The names, jurisdictions of the formation and entity type of the Merging Entities are Itelagen, LLC, a limited liability company which was formed under the laws of the State of Delaware, and DAS Health Ventures, LLC, a limited liability company which was formed under the laws of the State of Florida.

**SECOND:** The surviving entity shall be DAS Health Ventures, LLC, a Florida limited liability company.

**THIRD:** An Agreement and Plan of Merger, dated as of September 19, 2024 (the "**Merger Agreement**"), has been approved, adopted, certified, executed, and acknowledged by DAS Health Ventures, LLC in accordance with Sections 605.1021 to 605.1026 of the Act; by Itelagen, LLC 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 Section 605.1023(1)(b) of the Act.

**FOURTH:** Itelagen, LLC exists before the merger and is a domestic filing entity. The public organic record of Itelagen, LLC is attached hereto as Exhibit A.

**FIFTH:** The merged entity agrees to pay any members with appraisal rights the amount, to which members are entitled under Sections 605.1006 and 605.1061 to 605.1072 of the Act.

**SIXTH:** This Articles of Merger shall become effective on at 12:01 a.m. EST on September 20, 2024.

**SEVENTH:** The Merger Agreement is on file at DAS Health Ventures, LLC's primary place of business, located at 1000 N. Ashley Drive, Suite 300, Tampa, FL 33602.

**EIGHTH:** A copy of the Merger Agreement will be furnished by DAS Health Ventures, LLC on request and without cost, to any member of DAS Health Ventures, LLC or Itelagen, LLC.


[Signature Page Follows]

FILED  
2024 SEP 24 AM 9:33  
CLERK

**IN WITNESS WHEREOF**, the Merging Entities have caused these Articles of Merger to be signed by the undersigned authorized persons as of the first date set forth above.

**DAS HEALTH VENTURES, LLC,**  
*a Florida limited liability company*


By: Healthcare MSP Parent, its manager

By:   
\_\_\_\_\_  
By: Michelle Jaeger, dated 23, 2024 12:33 EST

Name: Michelle Jaeger

Title: President

**ITELAGEN, LLC,**  
*a Delaware limited liability company*

By:   
\_\_\_\_\_  
By: Michelle Jaeger, dated 23, 2024 12:33 EST

Name: Michelle Jaeger

Title: President

## AGREEMENT AND PLAN OF MERGER

This Agreement and Plan of Merger (the “*Agreement*”), dated as of September 19, 2024, is by and between DAS Health Ventures, LLC, a Florida limited liability company (“*Parent*”), and Itelagen, LLC, a Delaware limited liability company (“*Subsidiary*”).

### RECITALS

**WHEREAS**, Parent and Subsidiary desire to enter into this Agreement, pursuant to which Subsidiary will merge with and into Parent on the terms and conditions set forth herein.

**NOW, THEREFORE**, in consideration of the mutual covenants and undertakings set forth herein, and subject to and on the terms and conditions set forth herein, the parties hereby agree as follows:

### ARTICLE I THE MERGER

**Section 1.1 *The Merger.*** Subject to the terms and conditions of this Agreement, in accordance with the Delaware Limited Liability Company Act and the Florida Revised Limited Liability Company Act, at the closing of the Merger (as defined below) and effective as of the Effective Time (as defined below), Subsidiary shall merge with and into Parent (the “*Merger*”). Parent shall be the surviving entity in the Merger, and shall continue its existence under the laws of the State of Florida. Upon consummation of the Merger, the separate legal existence of Subsidiary shall terminate. The effect of the Merger shall be as prescribed by law.

**Section 1.2 *Articles of Incorporation.*** Subject to the terms and conditions of this Agreement, at the Effective Time, the Articles of Incorporation of Parent (the “*Articles of Incorporation*”), shall be the Articles of Incorporation of the surviving company of the Merger until thereafter amended in accordance with applicable law.

**Section 1.3 *Operating Agreement.*** Subject to the terms and conditions of this Agreement, at the Effective Time, the Amended and Restated Operating Agreement of Parent (the “*Operating Agreement*”), shall be the Operating Agreement of the surviving company of the Merger until thereafter amended in accordance with applicable law.

**Section 1.4 *Directors and Officers.*** The directors and officers of Parent shall immediately after the Effective Time continue to be the directors and officers of Parent, to serve, in both cases, until their successors shall have been elected and qualified or until otherwise provided by law and the Articles of Incorporation and/or the Operating Agreement.

### ARTICLE II EFFECTIVE TIME, PRINCIPAL PLACE OF BUSINESS AND CANCELLATION OF SUBSIDIARY OWNERSHIP

**Section 2.1 *Effective Time.*** The Merger shall become effective at 12:01 a.m. EDT on September 20 (the “*Effective Time*”).

**Section 2.2 *Principal Place of Business.*** Following the Merger, the surviving entity’s principal place of business shall be 1000 N. Ashley Drive, Suite 300, Tampa, FL 33602.

**Section 2.3 Cancellation of Subsidiary Ownership.** At the Effective Time, by virtue of the Merger and without any action on the part of any holder of any limited liability company interests of Parent and Subsidiary:

(a) all issued and outstanding limited liability company interests of Subsidiary, including any rights to acquire such interests, shall be cancelled immediately prior to the Effective Time in consideration of the assumption by Parent of all of the assets and liabilities of Subsidiary; and

(b) the issued and outstanding limited liability company interests Parent as of the Effective Time shall continue to represent the ownership interests of Parent and shall be unaffected by the Merger.

### **ARTICLE III GENERAL PROVISIONS**

**Section 3.1 Tax Treatment.** In any instance where Subsidiary is not an insolvent corporation, the Merger is intended to be tax-free pursuant to the Internal Revenue Code of 1986, as amended.

**Section 3.2 Waiver.** No failure to exercise, and no delay in exercising, on the part of either party, any privilege, any power or any right hereunder will operate as a waiver thereof, nor will any single or partial exercise of any privilege, right or power hereunder preclude further exercise of any other privilege, right or power hereunder.

**Section 3.3 Severability.** If any provision of this Agreement is held invalid or unenforceable by any court of competent jurisdiction, the other provisions of this Agreement will remain in full force and effect.

**Section 3.4 Governing Law.** This Agreement will be governed by and construed in accordance with the laws of the State of Delaware, without regard to the conflict of law provisions thereof. The Merger will be governed by and construed in accordance with each of the laws of the State of Delaware and the State of Florida, as applicable.

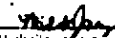
**Section 3.5 Execution of Agreement; Counterparts.** This Agreement may be executed in counterparts (including by means of telecopied or electronically transmitted .pdf signature pages), any one of which need not contain the signatures of more than one party, but all such counterparts taken together shall constitute one and the same agreement.

*[Signature Page Follows]*

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

**DAS HEALTH VENTURES, LLC**  
*a Florida limited liability company*


By: Healthcare MSP Parent, LLC, its Manager

By:   
\_\_\_\_\_  
Michelle Jaeger Sep 23 2024 13:33 EDT

Name: Michelle Jaeger

Title: President

**ITELAGEN, LLC**  
*a Delaware limited liability company*

By:   
\_\_\_\_\_  
Michelle Jaeger Sep 27 2024 13:43 EDT

Name: Michelle Jaeger

Title: President