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(Requestor's Name)

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(Address)

(City/State/Zip/Phone #)

☐ PICK-UP

☐ WAIT

☐ MAIL

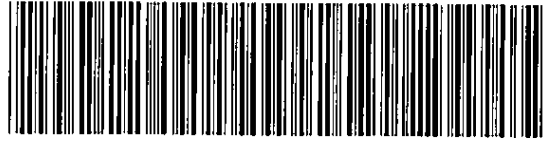
(Business Entity Name)

(Document Number)

Certified Copies _____ Certificates of Status _____

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Office Use Only



800329191048

FILED
2019 MAY 15 PM 9:42

RECEIVED
19 MAY 10 PM 3:12
DIVISION OF CORPORATIONS
TALLAHASSEE, FLORIDA

Handwritten signature: M. H. Gerger/CC

MAY 15 2019

TALLAHASSEE



FLORIDA DEPARTMENT OF STATE
Division of Corporations

May 13, 2019

INCORPORATING SERVICES, LTD
3500 S. DUPONT HIGHWAY
DOVER, DE 19901

SUBJECT: PRESCRIBE WELLNESS, LLC.
Ref. Number: M10000000775

This will acknowledge receipt of your correspondence which is being returned for the following reason(s):

As a condition of a merger, pursuant to s.605.0212(8), Florida Statutes, each party to the merger must be active and current in filing its annual reports with the Department of State through December 31 of the calendar year in which the articles of merger are submitted for filing.

Please return your document, along with a copy of this letter, within 60 days or your filing will be considered abandoned.

If you have any questions concerning the filing of your document, please call (850) 245-6050.

Irene Albritton
Regulatory Specialist II

Letter Number: 919A00009559

RECEIVED
DIVISION OF STATE
19 MAY 14 AM 9:48

Incorporating Services, Ltd.

3500 S DuPont Highway
Dover, DE 19901
302.531.0855
Fax: 302.531.3150
www.Incserv.com
e-mail: accounting@incserv.com

ORDER FORM

TO Florida Department of State
Division of Corporations, Clifton
Building
2661 Executive Center Circle
Tallahassee, FL 32301
corphelp@dos.myflorida.com
850-245-6051

FROM Melissa Stops
mstops@incserv.com
850.656.7953

REQUEST DATE 5/10/2019

PRIORITY Expedite

OUR REF # (Order ID#) 741722

ORDER ENTITY

PRESCRIBE WELLNESS INTERNATIONAL CORP

PLEASE PERFORM THE FOLLOWING SERVICES:

- File the attached merger document
- Please provide a certified copy as evidence.

NOTES:

\$148.75 Authorized - Please honor the original submission date as the file date.

RETURN/FORWARDING INSTRUCTIONS:

ACCOUNT NUMBER: I20050000052

Please bill the above referenced account for this order.

If you have any questions please contact me at 656-7956,

Sincerely,



Please bill us for your services and be sure to include our reference number on the invoice and courier package if applicable. For UCC orders, please include the thru date on the results.

**Articles of Merger
For
Florida Profit or Non-Profit Corporation
Into
Other Business Entity**

FILED
2019 JUL 10 AM 9:02

The following Articles of Merger are submitted to merge the following Florida Profit and/or Non-Profit Corporation(s) in accordance with s. 607.1109, 617.0302 or 605.1025, Florida Statutes.

FIRST: The exact name, form/entity type, and jurisdiction for each merging party are as follows:

<u>Name</u>	<u>Jurisdiction</u>	<u>Form/Entity Type</u>
PW Pharmacy LLC	California	Limited Liability Company
PrescribeCare MSO, LLC	Delaware	Limited Liability Company
Prescribe Wellness International Corp	Florida	Corporation

SECOND: The exact name, form/entity type, and jurisdiction of the surviving party are as follows:

<u>Name</u>	<u>Jurisdiction</u>	<u>Form/Entity Type</u>
Prescribe Wellness, LLC	Nevada	Limited Liability Company

THIRD: The attached plan of merger was approved by each domestic corporation, limited liability company, partnership and/or limited partnership that is a party to the merger in accordance with the applicable provisions of Chapters 607, 605, 617, and/or 620, Florida Statutes.

FOURTH: The attached plan of merger was approved by each other business entity that is a party to the merger in accordance with the applicable laws of the state, country or jurisdiction under which such other business entity is formed, organized or incorporated.

FIFTH: If other than the date of filing, the effective date of the merger, which cannot be prior to nor more than 90 days after the date this document is filed by the Florida Department of State:

Note: If the date inserted in this block does not meet the applicable statutory filing requirements, this date will not be listed as the document's effective date on the Department of State's records.

SIXTH: If the surviving party is not formed, organized or incorporated under the laws of Florida, the survivor's principal office address in its home state, country or jurisdiction is as follows:

228 Strawbridge Drive, Suite 100

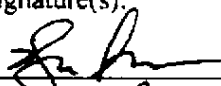
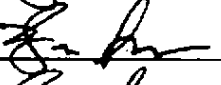

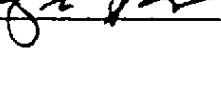
Moorestown, NJ. 08057

SEVENTH: If the surviving party is an out-of-state entity, the surviving entity:

a.) Appoints the Florida Secretary of State as its agent for service of process in a proceeding to enforce any obligation or the rights of dissenting shareholders of each domestic corporation that is party to the merger.

b.) Agrees to promptly pay the dissenting shareholders of each domestic corporation that is a party to the merger the amount, if any, to which they are entitled under s. 607.1302, F.S.

EIGHTH: Signature(s) for Each Party:

Name of Entity/Organization:	Signature(s):	Typed or Printed Name of Individual:
PW Pharmacy LLC		Brian Adams, Authorized Representative
PrescribeCare MSO, LLC		Brian Adams, Authorized Representative
Prescribe Wellness International Corp		Brian Adams, Chief Executive Officer
Prescribe Wellness, LLC		Brian Adams, Authorized Representative

Corporations:	Chairman, Vice Chairman, President or Officer <i>(If no directors selected, signature of incorporator.)</i>
General Partnerships:	Signature of a general partner or authorized person
Florida Limited Partnerships:	Signatures of all general partners
Non-Florida Limited Partnerships:	Signature of a general partner
Limited Liability Companies:	Signature of a member or authorized representative

Fees: \$35.00 Per Party

Certified Copy (optional): \$8.75

PLAN OF MERGER

FIRST: The exact name, form/entity type, and jurisdiction for each **merging** party are as follows:

<u>Name</u>	<u>Jurisdiction</u>	<u>Form/Entity Type</u>
PW Pharmacy LLC	California	Limited Liability Company
PrescribeCare MSO, LLC	Delaware	Limited Liability Company
Prescribe Wellness International Corp	Florida	Corporation

SECOND: The exact name, form/entity type, and jurisdiction of the **surviving** party are as follows:

<u>Name</u>	<u>Jurisdiction</u>	<u>Form/Entity Type</u>
Prescribe Wellness, LLC	Nevada	Limited Liability Company

THIRD: The terms and conditions of the merger are as follows:

See attached Exhibit A.

(Attach additional sheet if necessary)

FOURTH:

A. The manner and basis of converting the interests, shares, obligations or other securities of each merged party into the interests, shares, obligations or others securities of the survivor, in whole or in part, into cash or other property is as follows:

See attached Exhibit B.

(Attach additional sheet if necessary)

B. The manner and basis of converting the rights to acquire the interests, shares, obligations or other securities of each merged party into the rights to acquire the interests, shares, obligations or others securities of the survivor, in whole or in part, into cash or other property is as follows:

N/A

(Attach additional sheet if necessary)

FIFTH: If a partnership is the survivor, the name and business address of each general partner is as follows:

N/A

(Attach additional sheet if necessary)

SIXTH: If a limited liability company is the survivor, the name and business address of each manager or managing member is as follows:

Brian Adams - 228 Strawbridge Drive, Suite 100, Moorestown, NJ 08057

Calvin Knowlton - 228 Strawbridge Drive, Suite 100, Moorestown, NJ 08057

Orsula Knowlton - 228 Strawbridge Drive, Suite 100, Moorestown, NJ 08057

(Attach additional sheet if necessary)

SEVENTH: Any statements that are required by the laws under which each other business entity is formed, organized, or incorporated are as follows:

N/A

(Attach additional sheet if necessary)

EIGHTH: Other provision, if any, relating to the merger are as follows:

N/A

(Attach additional sheet if necessary)

Exhibit A

See attached.

AGREEMENT OF MERGER
OF
PRESCRIBECARE MSO, LLC,
a Delaware limited liability company
PW PHARMACY LLC,
a California limited liability company, and
PRESCRIBE WELLNESS INTERNATIONAL CORP,
a Florida corporation,
WITH AND INTO
PRESCRIBE WELLNESS, LLC,
a Nevada limited liability company

This Agreement of Merger (this "Agreement") is entered into as of May 10, 2019, by and among PrescribeCare MSO, LLC, a Delaware limited liability company ("PrescribeCare"), PW Pharmacy LLC, a California limited liability company ("PW Pharmacy"), and Prescribe Wellness International Corp, a Florida corporation ("PW International" and collectively with PrescribeCare and PW Pharmacy, the "Subsidiaries"), on the one hand, and Prescribe Wellness, LLC, a Nevada limited liability company ("Prescribe Wellness"), on the other hand.

Recitals

WHEREAS, each of the Subsidiaries is wholly-owned by Prescribe Wellness; and

WHEREAS, the Board of Managers of each of PrescribeCare, PW Pharmacy and Prescribe Wellness, the Board of Directors of PW International, the sole member of PW Pharmacy and the sole shareholder of PW International have adopted resolutions approving this Agreement in accordance with the Delaware Limited Liability Company Act (the "Delaware Act"), the California Revised Uniform Limited Liability Company Act (the "California Act"), the Florida Business Corporation Act (the "Florida Act"), and the Nevada Revised Statutes (the "Nevada Act").

Agreement

NOW, THEREFORE, the parties hereto, in consideration of the mutual covenants herein contained and intending to be legally bound, agree as follows:

1. Parties to Merger. The Subsidiaries and Prescribe Wellness (such parties collectively referred to as the "Constituent Entities") shall effect a merger (the "Merger") in accordance with and subject to the terms and conditions of this Agreement.

2. Merger. At the Effective Time (as defined herein), the Subsidiaries shall be merged with and into Prescribe Wellness (the "Surviving Entity").

3. Filings and Effective Time. The Articles of Merger required to be filed with the Secretary of State of the State of Nevada in accordance with the Nevada Act shall be delivered to the appropriate Nevada state officials for filing. The Certificate of Merger required to be filed with the Secretary of State of the State of Delaware in accordance with the Delaware Act shall be delivered to the appropriate Delaware state officials for filing. The Articles of Merger required to be filed with the Secretary of State of the State of Florida in accordance with the Florida Act shall be delivered to the appropriate Florida state officials for filing. The Certificate of Merger required to be filed with the Secretary of State of the State of California in accordance with the California Act shall be delivered to the appropriate California state officials for filing. The Merger shall become effective upon the latest of such filings or at such later time as may be specified in the filings (the "Effective Time").

4. Organizational Documents. At the Effective Time, the Articles of Organization of Prescribe Wellness, as in effect immediately prior to the Effective Time, shall be the Articles of Organization of the Surviving Entity, without change or amendment until thereafter amended, in accordance with the provisions of the Nevada Act. At the Effective Time, the Limited Liability Company Operating Agreement of Prescribe Wellness, as in effect immediately prior to the Effective Time, shall be the Limited Liability Company Operating Agreement of the Surviving Entity without change or amendment until thereafter amended, in accordance with the provisions thereof and the Nevada Act.

5. Officers and Managers. At the Effective Time, the officers and managers of Prescribe Wellness shall be the officers and managers of the Surviving Entity; each such officer and manager shall hold office until his or her resignation or removal, in accordance with the Articles of Organization and the Limited Liability Company Operating Agreement of the Surviving Entity and applicable law. The managers of the Surviving Entity are Brian Adams, Calvin Knowlton and Orsula Knowlton, and the business address for each such manager is 228 Strawbridge Drive, Suite 100, Moorestown, NJ 08057.

6. Effect of Merger. At the Effective Time, the Merger shall have the effects set forth in the Nevada Act, the Delaware Act, the California Act and the Florida Act.

7. Securities. At the Effective Time, all of the membership interests of PW Pharmacy and PrescribeCare that are issued and outstanding immediately prior to the Effective Time shall, by virtue of the Merger and without any action on the part of the holder thereof, be cancelled and cease to exist. At the Effective Time, each share of PW International's capital stock that is issued and outstanding immediately prior to the Effective Time shall, by virtue of the Merger and without any action on the part of the holder thereof, be cancelled and cease to exist. At the Effective Time, all of the issued and outstanding membership interests of Prescribe Wellness shall continue to be issued and outstanding and shall represent membership interests of the Surviving Entity.

8. Amendment or Termination. Notwithstanding member and shareholder approval of this Agreement, this Agreement may be amended or terminated at any time prior to the Effective Time by agreement of the Boards of Managers/Directors of the Constituent Entities.

9. Further Assurances. Each of the Constituent Entities shall use its best efforts to take all action and to do all things necessary in order to consummate and make effective the actions contemplated in this Agreement. If at any time the Surviving Entity, or its successors or assigns, shall consider or be advised that any further assignments or assurances in law or any other acts are necessary or desirable to (a) vest, perfect or confirm, of record or otherwise, in the Surviving Entity its rights, title or interest in, to or under any of the rights, properties or assets of the Subsidiaries acquired or to be acquired by the Surviving Entity as a result of, or in connection with, the Merger, or (b) otherwise carry out the purposes of this Agreement, the Subsidiaries and their officers and managers or directors shall be deemed to have granted to the Surviving Entity an irrevocable power of attorney to execute and deliver all such deeds, assignments and assurances in law and to do all acts necessary or proper to vest, perfect or confirm title to and possession of such rights, properties or assets in the Surviving Entity and otherwise to carry out the purposes of this Agreement; and the officers and managers of the Surviving Entity are fully authorized in the name of the Subsidiaries or otherwise to take any and all such action.

10. Counterparts. This Agreement may be executed in two or more counterparts, including by facsimile transmission, each of which shall be deemed an original and all of which together shall constitute one and the same agreement.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement of Merger
as of May 10, 2019.

PRESCRIBE WELLNESS, LLC,
a Nevada limited liability company

By: [Signature]
Name: Brian Adams
Title: Chief Financial Officer

PW PHARMACY LLC,
a California limited liability company

By: [Signature]
Name: Brian Adams
Title: Chief Executive Officer

PRESCRIBECARE MSO, LLC,
a Delaware limited liability company

By: [Signature]
Name: Brian Adams
Title: Chief Executive Officer

PRESCRIBE WELLNESS INTERNATIONAL
CORP,
a Nevada limited liability company

By: [Signature]
Name: Brian Adams
Title: Chief Executive Officer

Exhibit B

At the time of effectiveness of the merger, all of the membership interests of PW Pharmacy LLC and PrescribeCare MSO, LLC that are issued and outstanding immediately prior to the time of effectiveness of the merger shall, by virtue of the merger and without any action on the part of the holder thereof, be cancelled and cease to exist. At the time of effectiveness of the merger, each share of Prescribe Wellness International Corp's capital stock that is issued and outstanding immediately prior to the effectiveness of the merger shall, by virtue of the merger and without any action on the part of the holder thereof, be cancelled and cease to exist. At the time of effectiveness of the merger, all of the issued and outstanding membership interests of Prescribe Wellness, LLC shall continue to be issued and outstanding and shall represent membership interests of the surviving entity.