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ARTICLES OF MERGER

2019 Dec 26 PM 8:17

OF

BARRY BASS, P.A.

AND

BRANDON SCHMIDT, P.A.

INTO

UCHE, INC.

Pursuant to sections 607.1101(1)(b) and 607.1105, Florida Statutes, and any other applicable provision of the Florida Business Corporation Act, **BARRY BASS, P.A.**, a Florida professional service corporation ("**Bass PA**"), and **BRANDON SCHMIDT, P.A.**, a Florida professional service corporation ("**Schmidt PA**"), adopt and file these Articles of Merger for the purpose of merging Bass PA and Schmidt PA into a new Florida corporation to be created by this merger, **UCHE, INC.** ("**UCHE**"), as a statutory merger (the "**Merger**") in accordance with section 368(a)(1)(A) of the Internal Revenue Code of 1986, as amended, as follows:

FIRST: The Plan of Merger (the "**Plan of Merger**") is attached to these Articles of Merger as Exhibit "A" and its terms are incorporated by reference in these Articles of Merger. The Plan of Merger meets the requirements of section 607.1101, Florida Statutes:

SECOND: The Plan of Merger was approved by Bass PA and Schmidt PA in accordance with the applicable provisions of Chapter 607, Florida Statutes:

THIRD: The Merger and Plan of Merger shall be effective as of 12:01 AM on January 1, 2020, after these Articles of Merger are filed with the Florida Department of State:

FOURTH: The Articles of Incorporation of UCHE, Inc., the survivor of the Merger, are attached to these Articles of Merger as Exhibit "B," to be effective as of January 1, 2020, in connection with the Merger:

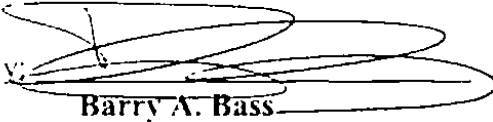
FIFTH: All of the Shareholders and the Board of Directors of Bass PA, the first merging corporation, approved the Plan of Merger by written consent without a meeting effective as of December 16, 2019; and

SIXTH: All of the Shareholders and the Board of Directors of Schmidt PA, the second merging corporation, approved the Plan of Merger by written consent without a meeting effective as of December 16, 2019.

EXECUTED: December 16, 2019

BARRY BASS, P.A.,

a Florida professional service corporation

By: 
Barry A. Bass
President

BRANDON SCHMIDT, P.A.,

a Florida professional service corporation

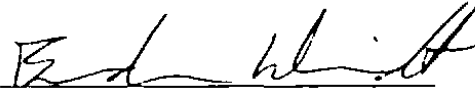
By: 
Brandon Schmidt
President

EXHIBIT "A" to Articles of Merger

PLAN OF MERGER

**BARRY BASS P.A., AND BRANDON SCHMIDT, P.A.,
INTO UCHE, INC.**

AGREEMENT AND PLAN OF MERGER

This Agreement and Plan of Merger (the "**Agreement**") is dated as of December 16, 2019, by and between **BARRY BASS P.A.**, a Florida professional service corporation ("**Bass PA**"), and **BRANDON SCHMIDT, P.A.**, a Florida professional service corporation ("**Schmidt PA**") (Bass PA and Schmidt PA, together, the "**Parties**").

WHEREAS, the respective Boards of Directors and shareholders of Bass PA and Schmidt PA have each adopted this Agreement and the transactions contemplated therein, in each case after making a determination that this Agreement and such transactions are advisable and fair to, and in the best interests of the Parties and their respective shareholders;

WHEREAS, pursuant to the transactions contemplated by this Agreement and on the terms and subject to the conditions set forth herein, Bass PA and Schmidt PA, in accordance with the Florida Business Corporations Act (the "**BCA**"), will merge into **UCHE, INC.**, a Florida corporation to be created in the merger ("**UCHE**"), with UCHE as the surviving corporation (the "**Merger**");

WHEREAS, for US federal income tax purposes, the Parties intend to the fullest extent applicable that the Merger qualify as a tax-free reorganization within the meaning of Section 368(a) of the Internal Revenue Code of 1986, as amended (the "**Code**"); and

WHEREAS, the Parties desire to enter into the transactions contemplated by this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants, terms and conditions set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

ARTICLE I: DEFINITIONS

As used in this Agreement, the following terms have the following meanings:

- 1.1 "**Agreement**" means this Agreement and Plan of Merger.
- 1.2 "**BCA**" means the Florida Business Corporation Act, § 607.0101, Fla. Stat. Ann. et seq.
- 1.3 "**Effective Time**" means the date and time upon which the Merger contemplated by this Agreement will be effective, subject to the approval of the Parties, which shall be at 12:01 AM on January 1, 2020, as specified in the Articles of Merger.

EXHIBIT "A" to Articles of Merger

Any other terms defined herein shall have the meaning given to them.

ARTICLE II: MERGER

2.1 Merger. Upon the terms and subject to the conditions set forth in this Agreement, and in accordance with the BCA, Bass PA and Schmidt PA shall be merged into and create UCHE as of the Effective Time. Following the Effective Time, the separate corporate existence of each Bass PA and Schmidt PA shall cease and UCHE shall be the surviving corporation. The effects and consequences of the Merger shall be as set forth in this Agreement and the BCA.

2.2 Organizational Documents. The Articles of Incorporation of UCHE filed in connection with this Merger, a copy of which are attached as Exhibit "A" to this Agreement, shall be the articles of incorporation of UCHE until thereafter amended as provided therein or by the BCA.

2.3 Board of Directors and Officers. The directors and officers of UCHE named in the Articles of Incorporation filed in connection with this Merger shall be the directors and officers of UCHE 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 and qualified in the manner provided for in the articles of incorporation and bylaws of UCHE or as otherwise provided by the BCA.

2.4 Shareholder Approval. The consummation of the Merger is subject to the approval of this Agreement and the Merger contemplated hereby by the shareholders of each of the Parties.

ARTICLE III: CONVERSION OF SHARES

3.1 Conversion of Shares. At the Effective Time, by virtue of the Merger and without any action on the part of UCHE or the holders of shares of capital stock of Bass PA or Schmidt PA:

(a) Each share of common stock of Bass PA, \$1.00 par value per share ("**Bass Common Stock**"), issued and outstanding immediately prior to the Effective Time shall be converted into the right to receive one validly issued, fully paid and non-assessable share of common stock, no par value, of UCHE ("**UCHE Common Stock**");

(b) Each share of common stock of Schmidt PA, \$1.00 par value per share ("**Schmidt Common Stock**"), issued and outstanding immediately prior to the Effective Time shall be converted into the right to receive one validly issued, fully paid and non-assessable share of UCHE Common Stock; and

(c) Each share of Bass Common Stock and Schmidt Common Stock that is owned by the Parties will automatically be canceled and retired and will cease to exist, and no consideration will be delivered in exchange.

UCHE will take any necessary administrative actions, including, but not limited to, making any

EXHIBIT "A" to Articles of Merger

updates to its share ledger, issuing certificates, making payments, or any other actions reasonably necessary to implement the transactions contemplated by this provision and the Agreement.

3.2 Effect. Upon the Effective Time, (a) UCHE, without further act, deed or other transfer, shall retain or succeed to, as the case may be, and possess and be vested with all the rights, privileges, immunities, powers, franchises and authority, of a public as well as of a private nature, of each Bass PA and Schmidt PA; (b) all property of every description and every interest therein, and all debts and other obligations of or belonging to or due to each Bass PA and Schmidt PA on whatever account shall thereafter be taken and deemed to be held by or transferred to, as the case may be, or invested in UCHE without further act or deed; (c) title to any real estate, or any interest therein vested in each Bass PA and Schmidt PA, shall not revert or in any way be impaired by reason of this merger; and (d) all of the rights of creditors of each Bass PA and Schmidt PA shall be preserved unimpaired, and all liens upon the property of each Bass PA and Schmidt PA shall be preserved unimpaired, and all debts, liabilities, obligations and duties of each Bass PA and Schmidt PA shall thenceforth remain with or be attached to, as the case may be, UCHE and may be enforced against it to the same extent as if it had incurred or contracted all such debts, liabilities, obligations and duties.

3.3 Stock Certificates. Upon surrender by the shareholders of each Bass PA and Schmidt PA of the certificate or certificates (the "**Certificates**"), if any, that immediately prior to the Effective Time evidenced outstanding shares of Bass Common Stock and Schmidt Common Stock to UCHE for cancellation, together with any duly executed letter of transmittal and/or other documents as UCHE shall require, the holder of such Certificates shall be entitled to receive in exchange therefor one or more shares of UCHE Common Stock representing, in the aggregate, the whole number of shares that such holder has the right to receive pursuant to Section 3.1 after taking into account all shares of Bass Common Stock and Schmidt Common Stock then held by such holder. Each Certificate surrendered pursuant to the previous sentence shall forthwith be canceled. Until so surrendered and exchanged, each such Certificate shall, after the Effective Time, be deemed to represent only the right to receive shares of UCHE Common Stock pursuant to Section 3.1, and until such surrender or exchange, no such shares of UCHE Common Stock shall be delivered to the holder of such outstanding Certificate in respect thereof.

ARTICLE IV: OTHER PROVISIONS

4.1 Notices. All notices, requests, consents, claims, demands, waivers and other communications hereunder shall be in writing and shall be deemed to have been given (a) when delivered by hand (with written confirmation of receipt); (b) when received by the addressee if sent by a nationally recognized overnight courier (receipt requested); or (c) on the third day after the date mailed, by certified or registered mail, return receipt requested, postage prepaid. Such communications must be sent to the respective Parties at the following addresses (or at such other address for a Party as shall be specified in a notice given in accordance with this Section 4.2):

If to UCHE, to:

UCHE, Inc.
610 W. Dr. Martin Luther King Jr. Blvd.
Tampa, FL 33603

EXHIBIT "A" to Articles of Merger

If to Bass P.A. to:

Barry Bass, P.A.
610 W. Dr. Martin Luther King Jr. Blvd.
Tampa, FL 33603
Attention: Barry A. Bass, President

If to Schmidt P.A. to:

Brandon Schmidt, P.A.
906 W. Peninsular St.
Tampa, FL 33603
Attention: Brandon Schmidt, President

or to such other persons, addresses or facsimile numbers as may be designated in writing by the person entitled to receive such communication as provided above.

4.2 Entire Agreement. This Agreement together with the articles of merger constitutes the sole and entire agreement of the Parties to this Agreement with respect to the subject matter contained herein and therein, and supersedes all prior and contemporaneous understandings, representations and warranties and agreements, both written and oral, with respect to such subject matter.

4.3 Successor and Assigns. This Agreement shall be binding upon and shall inure to the benefit of the Parties hereto and their respective successors and assigns.

4.4 Tax-Free Reorganization. This Merger is intended to be a tax-free plan of reorganization within the meaning of Sections 351, 355 and 368(a) of the Code.

4.5 Headings. The headings in this Agreement are for reference only and shall not affect the interpretation of this Agreement.

4.6 Amendment and Modification; Waiver. This Agreement may only be amended, modified or supplemented by an agreement in writing signed by each party hereto. No waiver by any party of any of the provisions hereof shall be effective unless explicitly set forth in writing and signed by the party so waiving. Except as otherwise set forth in this Agreement, no failure to exercise, or delay in exercising, any rights, remedy, power or privilege arising from this Agreement shall operate or be construed as a waiver thereof; nor shall any single or partial exercise of any right, remedy, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege.

4.7 Severability. If any term or provision of this Agreement is invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction. Upon a determination that any term or other provision is invalid, illegal or unenforceable, the Parties hereto shall negotiate in good faith to modify this Agreement in order to accomplish the original intent of the Parties as closely as possible in a mutually acceptable manner in order that the transactions contemplated hereby be consummated as originally contemplated to the greatest extent possible.

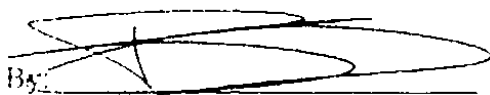
EXHIBIT "A" to Articles of Merger

4.8 Governing Law and Jurisdiction. This Agreement is governed by and shall be construed in accordance with the internal laws of the State of Florida without giving effect to any choice or conflict of law provision or rule (whether of the State of Florida or any other jurisdiction) that would cause the application of laws of any jurisdiction other than those of the State of Florida. The state and federal courts located in or having jurisdiction over Hillsborough County, Florida, have the exclusive jurisdiction to hear any and all disputes arising from or related to the Agreement.

4.9 Counterparts. This Agreement may be executed in any number of original counterparts that may be faxed, emailed or otherwise transmitted electronically with the same effect as if all Parties had signed the same instrument.

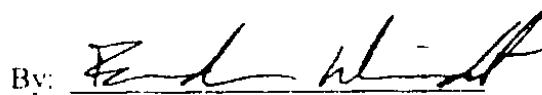
IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the date first written above.

BARRY BASS, P.A.,
a Florida professional service corporation

By: 

Barry A. Bass
President

BRANDON SCHMIDT, P.A.,
a Florida professional service corporation

By: 

Brandon Schmidt
President

EXHIBIT "A" to Articles of Merger

ARTICLES OF INCORPORATION

In compliance with Chapter 607 and/or Chapter 621, F.S. (Profit)

EXHIBIT "A"
to Plan of Merger

ARTICLE I NAME

The name of the corporation shall be: UCHE, Inc.

ARTICLE II PRINCIPAL OFFICE

Principal street address

Mailing address, if different is:

610 W. Dr. Martin Luther King Jr. Blvd.
Tampa, FL 33603

ARTICLE III PURPOSE

The purpose for which the corporation is organized is: Any and all lawful business.

ARTICLE IV SHARES

The number of shares of stock is: 2,000

ARTICLE V INITIAL OFFICERS AND/OR DIRECTORS

Name and Title: Barry Bass, DPT Name and Title: Brandon Schmidt, DVS

Address: 610 W. Dr. Martin Luther King Jr. Blvd. Address: 610 W. Dr. Martin Luther King Jr. Blvd.
Tampa, FL 33603 Tampa, FL 33603

Name and Title: _____ Name and Title: _____

Address: _____ Address: _____

Name and Title: _____ Name and Title: _____

Address: _____ Address: _____

EXHIBIT "A" to Articles of Merger

EXHIBIT "A" to Plan of Merger

Name and Title: _____ Name and Title: _____

Address: _____ Address: _____

ARTICLE VI REGISTERED AGENT

The name and Florida street address (P.O. Box NOT acceptable) of the registered agent is:

Name: John M. Hemenway
Address: 1060 Bloomingdale Ave.
Valrico, FL 33596

ARTICLE VII INCORPORATOR

The name and address of the Incorporator is:

Name: John M. Hemenway
Address: 1060 Bloomingdale Ave.
Valrico, FL 33596

ARTICLE VIII EFFECTIVE DATE:

Effective date, if other than the date of filing: January 1, 2020 (OPTIONAL)

(If an effective date is listed, the date must be specific and cannot be more than five days prior or 90 days after the filing.)

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.

Having been named as registered agent to accept service of process for the above stated corporation at the place designated in this certificate, I am familiar with and accept the appointment as registered agent and agree to act in this capacity

Required Signature/Registered Agent

Date

I submit this document and affirm that the facts stated herein are true. I am aware that the false information submitted in a document to the Department of State constitutes a third degree felony as provided for in s.817.155, F.S.

Required Signature/Incorporator

Date

EXHIBIT "B" to Articles of Merger

ARTICLES OF INCORPORATION

In compliance with Chapter 607 and/or Chapter 621, F.S. (Profit)

ARTICLE I NAME

The name of the corporation shall be: UCHE, Inc.

ARTICLE II PRINCIPAL OFFICE

Principal ~~street~~ address

Mailing address, if different is:

610 W. Dr. Martin Luther King Jr. Blvd.
Tampa, FL 33603

ARTICLE III PURPOSE

The purpose for which the corporation is organized is: Any and all lawful business.

ARTICLE IV SHARES

The number of shares of stock is: 2,000

ARTICLE V INITIAL OFFICERS AND/OR DIRECTORS

Name and Title:	<u>Barry Bass, DPT</u>	Name and Title:	<u>Brandon Schmidt, DVS</u>
Address	<u>610 W. Dr. Martin Luther King Jr. Blvd.</u>	Address:	<u>610 W. Dr. Martin Luther King Jr. Blvd.</u>
	<u>Tampa, FL 33603</u>		<u>Tampa, FL 33603</u>

Name and Title:	_____	Name and Title:	_____
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Address	_____	Address:	_____
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Name and Title:	_____	Name and Title:	_____
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Address	_____	Address:	_____
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EXHIBIT "B" to Articles of Merger

Name and Title: _____ Name and Title: _____

Address: _____ Address: _____

ARTICLE VI REGISTERED AGENT

The name and Florida street address (P.O. Box NOT acceptable) of the registered agent is:

Name: John M. Hemenway

Address: 1060 Bloomingdale Ave.

Valrico, FL 33596

ARTICLE VII INCORPORATOR

The name and address of the incorporator is:

Name: John M. Hemenway

Address: 1060 Bloomingdale Ave.

Valrico, FL 33596

ARTICLE VIII EFFECTIVE DATE:

Effective date, if other than the date of filing: January 1, 2020 (OPTIONAL)

(If an effective date is listed, the date must be specific and cannot be more than five days prior or 90 days after the filing.)

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.

Having been named as registered agent to accept service of process for the above stated corporation at the place designated in this certificate, I am familiar with and accept the appointment as registered agent and agree to act in this capacity:

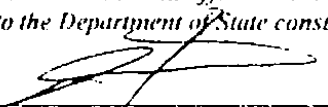


Required Signature/Registered Agent

12/23/19

Date

I submit this document and affirm that the facts stated herein are true. I am aware that the false information submitted in a document to the Department of State constitutes a third degree felony as provided for in s.817.155, F.S.



Required Signature/Incorporator

12/23/19

Date