

P20000068547

(Requestor's Name)

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(City/State/Zip/Phone #)

☐ PICK-UP

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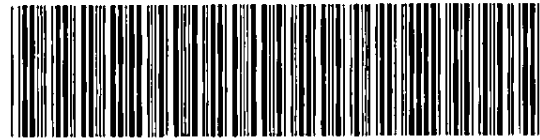
(Business Entity Name)

(Document Number)

Certified Copies _____ Certificates of Status _____

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TALLAHASSEE, FLORIDA

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C. GOLDEN

SEP 24 2020

CORPORATION SERVICE COMPANY
1201 Hays Street
Tallahassee, FL 32301
Phone: 850-558-1500

ACCOUNT NO. : I20000000195
REFERENCE : 433387 7541001
AUTHORIZATION : 
COST LIMIT : \$ 78.75

ORDER DATE : September 22, 2020
ORDER TIME : 11:46 AM
ORDER NO. : 433387-005
CUSTOMER NO: 7541001

ARTICLES OF MERGER

ADVANCED RX MANAGEMENT,
INC.

INTO

ADVANCED RX MANAGEMENT
ACQUISITION, INC.

PLEASE RETURN THE FOLLOWING AS PROOF OF FILING:

XX CERTIFIED COPY ?
 PLAIN STAMPED COPY

CONTACT PERSON: Amanda Robinson 62968

EXAMINER'S INITIALS: _____

**ARTICLES OF MERGER
OF**

2020 09 17 3:10

**Advanced Rx Management, Inc., a California Corporation
(Merging Entity)**

with and into

**Advanced Rx Management Acquisition, Inc., a Florida Corporation
(Surviving Entity)**

The following Articles of Merger are submitted in accordance with sections 607.1101 and 607.1105 of the Florida Business Corporation Act.

FIRST: The exact name and jurisdiction of the Surviving Entity is:

<u>Name</u>	<u>Jurisdiction</u>	<u>Entity Type</u>
Advanced Rx Management Acquisition, Inc.	Florida	Corporation

Florida Document/Registration Number: P20000068547

SECOND: The exact name and jurisdiction of the Merging Entity is:

<u>Name</u>	<u>Jurisdiction</u>	<u>Entity Type</u>
Advanced Rx Management, Inc.	California	Corporation

THIRD: The Agreement and Plan of Merger attached hereto as **Exhibit A**, meets the requirements of section 607.1101 of the Florida Statutes.

FOURTH: The Agreement and Plan of Merger was approved by the Shareholders and the Board of Directors of the Surviving Entity on September 17, 2020.

FIFTH: The Agreement and Plan of Merger was approved by the Shareholders and the Board of Directors of the Merging Entity on September 17, 2020.

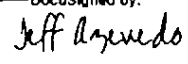
SIXTH: The Merger has been approved, adopted, certified, executed and acknowledged by the Surviving Entity, in accordance with the provisions of the Florida Business Corporation Act, and by the Merging Entity, in accordance with the provisions of the California Corporations Code.

SEVENTH: This merger shall become effective as of the date the Articles of Merger are filed with the Florida Department of State.

[Signature Pages Follow]

IN WITNESS WHEREOF the undersigned affirms and swears, under penalties of perjury, that to the undersigned's knowledge and belief, the foregoing statements are true as the 17th day of September, 2020.

**Advanced Rx Management Acquisition,
Inc.,
a Florida corporation**

DocuSigned by:

43F86E6A9195463
By: Jeff Azevedo
Its: President and CEO

**Advanced Rx Management, Inc.,
a California Corporation**

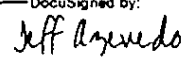
DocuSigned by:

43F86E6A9195463
By: Jeff Azevedo
Its: President and CEO

Exhibit A

Agreement and Plan of Merger

[See attached]

AGREEMENT AND PLAN OF MERGER

THIS AGREEMENT AND PLAN OF MERGER (this "*Agreement*") is entered into as of September 17, 2020, by and between Advanced Rx Management Acquisition, Inc., a Florida corporation ("*Surviving Corporation*"), and Advanced Rx Management, Inc., a California corporation ("*Target*"). Surviving Corporation and Target are sometimes referred to individually as a "*Party*" and, collectively, as the "*Parties*".

RECITALS

- A. Target was formed as a California corporation on August 11, 2010;
- B. Exhibit A attached hereto contains the capitalization table of Target immediately prior to the execution of this Agreement and completion of the Merger.
- C. Surviving Corporation is a corporation duly organized and existing under the laws of the State of Florida. As of the date of this Agreement, 1,000,000 shares of Common Stock of the Surviving Corporation are issued and outstanding.
- D. This Agreement contemplates a transaction whereby Target shall merge with and into Surviving Corporation (the "*Merger*"), with Surviving Corporation surviving the Merger, in accordance with this Agreement, the California Corporations Code, as amended from time to time (the "*CCC*") and the Florida Business Corporation Act ("*FBCA*"). Upon consummation of the Merger, Target will cease to exist and Surviving Corporation will survive under the name Advanced Rx Management Acquisition, Inc.
- E. For federal income tax purposes, it is intended that the Merger shall qualify as a tax-free reorganization under Section 368(a)(1)(A) of the Internal Revenue Code of 1986, as amended (the "*Code*"), or such other nonrecognition provision of the Code that may apply.
- F. This Agreement has been approved by the respective shareholders and boards of directors of Target and Surviving Corporation.

NOW THEREFORE, the Parties, intending to be legally bound, agree as follows:

ARTICLE 1 THE MERGER

Section 1.1 The Merger. In accordance with the provisions of this Agreement, at the Effective Time (as such term is defined below), Target will be merged with and into Surviving Corporation in accordance with the provisions of this Agreement, the CCC and FBCA. Following the Merger, Surviving Corporation will continue as the surviving corporation and the separate corporate existence of Target will cease.

Section 1.2 The Closing. The closing of the transactions contemplated hereunder shall take place remotely via the exchange of signatures upon execution of this Agreement (the "*Closing*"). The date on which the Closing actually occurs is referred to in this Agreement as the "*Closing Date*."

Section 1.3 Actions at, and following, the Closing. At the Closing, the Surviving Corporation and Target will file with the Secretary of State of the State of Florida the Articles of Merger attached hereto as Exhibit B (the "*Florida Articles*"); and upon receipt of a certified copy of the Florida

Articles which have been accepted by the Secretary of State of the State of Florida ("***Certified Florida Articles***"), the Surviving Corporation shall file with the Secretary of State of the State of California the Certified Florida Articles.

Section 1.4 Effective Time. The Merger will be consummated by the filing of the Florida Articles with the Secretary of State of the State of Florida in accordance with Sections 607.1101 of the FBCA, and the Merger shall have an effective date as prescribed by Section 607.1105 of the FBCA. Upon the filing of the Certified Florida Articles with the Secretary of State of the State of California, Target will cease to exist except to the extent provided by the CCC. The time that the Merger becomes effective in accordance with Section 607.1105 of the FBCA is referred to in this Agreement as the "***Effective Time***."

Section 1.5 Effects of the Merger. The Merger will have the effects set forth herein and in the applicable provisions of the FBCA. Without limiting the generality of the foregoing, and the subject thereto, from and after the Effective Time, all properties, rights, privileges, powers, franchises, licenses and authority of Target shall vest in the Surviving Corporation, and all debts, liabilities, obligations, restrictions and duties of Target shall become the debts, liabilities, obligations, restrictions and duties of the Surviving Corporation.

Section 1.6 Articles of Incorporation and Bylaws. Each of the Articles of Incorporation (the "***Articles of Incorporation***") and Bylaws of the Surviving Corporation (the "***Bylaws***") in effect at the Effective Time shall become, from and after the Effective Time, the Articles of Incorporation of the Surviving Corporation without amendment in any respect by reason of the Merger or this Agreement. A copy of such Articles of Incorporation and Bylaws of the Surviving Corporation is attached hereto as Exhibit C and Exhibit D, respectively.

Section 1.7 Directors. At the Effective Time, the board of directors of the Surviving Corporation shall consist of two (2) members, Jeff Azevedo and Kati Gainous. Such directors will hold office from the Effective Time until their respective successors are duly elected or appointed and qualified in the manner provided in the Articles of Incorporation, the Bylaws, or as otherwise provided by the WBCA.

Section 1.8 Officers. At the Effective Time, the officers of the Surviving Corporation shall be as follows and such officers will hold office from the Effective Time until their respective successors are duly elected or appointed and qualified in the manner provided in the Articles of Incorporation, the Bylaws, or as otherwise provided by law:

President and Chief Executive Officer: Jeff Azevedo

Vice President: Kati Gainous

General Manager: Kati Gainous

Treasurer: Ryan Boriskin

Secretary: Ryan Boriskin

Section 1.9 Surviving Corporation Common Stock. Upon the Effective Time, each share of Common Stock of the Surviving Corporation issued and outstanding immediately prior thereto will remain issued and outstanding, and additional shares of Common Stock of the Surviving Corporation, by virtue of the Merger and without any action by the Surviving Corporation, will be issued pursuant to Section 1.10 below.

Section 1.10 Effect of the Merger on Capitalization. Exhibit A attached hereto contains the capitalization table of the Target immediately prior to the Merger. At the Effective Time, as a result of the

Merger and without any action on the part of Surviving Corporation or Target each share of Common Stock of the Target held by the shareholders of the Target, as set forth on Exhibit A shall convert into the right to receive one (1) share of issued, fully paid and non-assessable Common Stock of the Surviving Corporation, having a par value of \$0.0001 per share (such shares of the Surviving Corporation, the "*Surviving Corporation Shares*"). The rights, preferences and privileges of the Surviving Corporation Shares are set forth in the Articles of Incorporation and the Bylaws of the Surviving Corporation. Pursuant to the terms of the Bylaws of the Surviving Corporation attached hereto as Exhibit D, any transfer of shares of Common Stock of the Surviving Corporation may require, among other transfer restrictions: (i) delivery to the Surviving Corporation, of an opinion, in form and substance satisfactory to the Surviving Corporation, that such transfer is exempt from applicable federal, state or other securities laws and regulations, and/or (ii) that such transfer be effected pursuant to a standard form of transfer agreement in such customary and reasonable form as may be determined by the Surviving Corporation. Upon the Closing, the Surviving Corporation's capital structure shall be as set forth on Exhibit E attached hereto.

Section 1.11 Tax Consequences. It is intended that the Merger shall constitute a "reorganization" within the meaning of Section 368(a) of the Code and that this Agreement shall constitute a "plan of reorganization" for the purposes of Sections 354 and 361 of the Code. It is further intended that the Surviving Corporation Shares represent merger consideration for tax purposes and not a payment of compensation or other category of consideration.

ARTICLE 2

COVENANTS OF THE PARTIES

Section 2.1 Further Assurances. If, at any time after the Closing, any further action is necessary or desirable to carry out the purposes of this Agreement, each of the Parties will take such further action (including the execution and delivery of such further instruments and documents) as any other Party may request, all at the sole cost and expense of the requesting Party.

Section 2.2 Surviving Corporation Shares. The certificates representing, and in the case of uncertificated securities, notices of issuance with respect to, shares of stock of the Surviving Corporation shall have impressed on, printed on, written on or otherwise affixed to them the following legend(s):

"THE SECURITIES REFERENCED HEREIN HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE "ACT"), OR ANY STATE SECURITIES LAWS AND MAY NOT BE TRANSFERRED OR OTHERWISE DISPOSED OF UNLESS IT HAS BEEN REGISTERED UNDER THE ACT AND ALL SUCH OTHER APPLICABLE LAWS OR AN EXEMPTION FROM REGISTRATION IS AVAILABLE.

Section 2.3 Reorganization. It is the intent of the Parties that the Merger qualify as a "reorganization" within the meaning of Section 368(a) of the Code, and the Parties shall not take any action independent of the transactions contemplated by this Agreement that are reasonably likely to cause the Merger to not so qualify. None of the Parties will take any position on any federal income tax return that is inconsistent with the treatment of the Merger as a reorganization within the meaning of Section 368(a) of the Code for U.S. federal, state or local income tax purposes as of the Effective Time. Notwithstanding the foregoing, and notwithstanding any statement or interference to the contrary in any other provision of this Agreement or any other agreement contemplated by this Agreement, it is agreed that no Party to this Agreement shall be considered to have made any representation or warranty to any other Party as to the qualification of the transactions contemplated by this Agreement as a reorganization within the meaning of Section 368(a) of the Code. Each Party agrees that it has obtained independent tax advice in respect of the proper treatment of the transaction for U.S. federal, state and local income tax purposes.

Section 2.4 Bulk Transfers. The Parties hereby waive compliance with the provisions of any bulk sales, bulk transfer or similar laws of any jurisdiction that may otherwise be applicable with respect to the Merger. The Parties agree that any liabilities arising out of the failure of Target to comply with the requirements and provisions of any bulk sales, bulk transfer or similar laws of any jurisdiction shall become the liability of the Surviving Corporation and the Surviving Corporation shall pay any and all sales tax due in connection with the Merger.

ARTICLE 3 **MISCELLANEOUS**

Section 3.1 Notices. All notices, requests, demands and other communications which are required or may be given under this Agreement will be in writing and will be deemed to have been duly given when received if personally delivered; when transmitted if transmitted by confirmed facsimile, electronic or digital transmission; the day after it is sent, if sent for next day delivery to a domestic address by recognized overnight delivery service (e.g., FedEx); and upon receipt, if sent by certified or registered mail, return receipt requested. In each case notice will be sent to: (a) if to Target, addressed to: 5315 Avion Park Drive, Suite 120, Tampa, FL 33607; or (b) if to Surviving Corporation addressed to: 5315 Avion Park Drive, Suite 120, Tampa, FL 33607, with a copy to Mintz, Levin, Cohn, Ferris, Glovsky, and Popeo, PC, 44 Montgomery Street, Floor 36, San Francisco, CA 94104. Attn: Stephen Osborn, Esq., or to such other place and with such other copies as either Party may designate as to itself by written notice to the others.

Section 3.2 Amendments and Waivers. This Agreement may not be amended except by an instrument in writing signed on behalf of each of the Parties. No amendment, supplement, modification or waiver of this Agreement will be binding unless executed in writing by the Party to be bound thereby. No waiver of any of the provisions of this Agreement will be deemed or will constitute a waiver of any other provision hereof (whether or not similar), nor will such waiver constitute a continuing waiver unless otherwise expressly provided.

Section 3.3 Counterparts. This Agreement may be executed in two (2) or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Counterparts may be delivered via facsimile, electronic mail (including pdf or any electronic signature complying with the U.S. federal ESIGN Act of 2000, e.g., www.docusign.com) or other transmission method and any counterpart so delivered shall be deemed to have been duly and validly delivered and be valid and effective for all purposes.

Section 3.4 Choice of Law. This Agreement will be construed, interpreted and the rights of the Parties determined in accordance with the laws of the State of Florida (without reference to the choice of law provisions of any jurisdiction).

Section 3.5 Invalidity. If one or more provisions of this Agreement are held to be unenforceable under applicable law, the Parties agree to renegotiate such provision in good faith. In the event that the Parties cannot reach a mutually agreeable and enforceable replacement for such provision, then (i) such provision shall be excluded from this Agreement, (ii) the balance of the Agreement shall be interpreted as if such provision were so excluded, and (iii) the balance of the Agreement shall be enforceable in accordance with its terms.

Section 3.6 Binding Effect. This Agreement binds and benefits the Parties and their respective heirs, executors, administrators, successors and assigns.

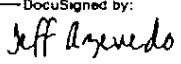
Section 3.7 No Third Party Beneficiaries. This Agreement is solely for the benefit of the Parties, and no provision of this Agreement shall be deemed to confer upon other third parties any remedy, claim, liability, reimbursement, cause of action or other right.

Section 3.8 Entire Agreement. This Agreement and the exhibits and other documents referred to herein or delivered pursuant hereto that form a part hereof constitute the entire agreement among the Parties with respect to the subject matter hereof and supersede all other prior agreements and understandings, both written and oral, between the Parties or any of them with respect to the subject matter hereof.

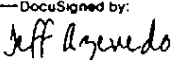
[Signature Page Follows]

IN WITNESS WHEREOF, the parties have duly executed or caused this Agreement and Plan of Merger to be duly executed as of the date first above written.

**ADVANCED RX MANAGEMENT
ACQUISITION, INC.**

DocuSigned by:

By: 43F83E8A3126400
Title: Jeff Azevedo
Name: Chief Executive Officer

ADVANCED RX MANAGEMENT, INC.

DocuSigned by:

By: 43F83E8A3126400
Title: Jeff Azevedo
Name: Chief Executive Officer