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**MERGER OR SHARE EXCHANGE  
ERICA WALTERS MEDICAL P.A.**

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**ARTICLES OF MERGER****OF****ERICA WALTERS MEDICAL P.C.**  
**(a New York professional corporation)****WITH AND INTO****ERICA WALTERS MEDICAL P.A.**  
**(a Florida professional corporation)**

Pursuant to Section 607.1105 of the Florida Business Corporation 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 Erica Walters Medical P.A., a Florida professional corporation (the "Surviving PC"), and Erica Walters Medical P.C., a New York professional corporation (the "Merging PC").

SECOND: The Merger shall become effective at 11:59 pm on November 30, 2020.

THIRD: The Agreement and Plan of Merger attached hereto as Exhibit A and incorporated herein by reference (the "Plan of Merger") was approved by the Board of Directors of the Surviving PC, by written consent, on November 24, 2020. The sole shareholder of the Surviving PC is not required to approve the Plan of Merger.

FOURTH: The Plan of Merger was approved and the participation of such entity in the Merger was duly authorized in accordance with New York Law, by Board of Directors and sole shareholder of the Merging PC, by written consent, on November 24, 2020.

SIXTH: The performance of the Plan of Merger and its terms were authorized by all action required under the laws of the State of Florida and the articles of incorporation of the Surviving PC, and the laws of the State of New York and the articles of incorporation of the Merging PC.

*[Signature page follows]*

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**IN WITNESS WHEREOF**, the undersigned have duly caused these Articles of Merger to be executed and delivered as of November 24, 2020.

ERICA WALTERS MEDICAL P.A., a Florida  
professional corporation

*Erica Walters, M.D.*

By: \_\_\_\_\_

Name: Erica Walters, M.D.

Title: Authorized Signatory

ERICA WALTERS MEDICAL P.C., a New York  
professional corporation

*Erica Walters, M.D.*

By: \_\_\_\_\_

Name: Erica Walters, M.D.

Title: Authorized Signatory

**EXHIBIT A**

**Plan of Merger**

(see attached)

## AGREEMENT AND PLAN OF MERGER

OF

**ERICA WALTERS MEDICAL P.C.**  
(a New York professional corporation)

WITH AND INTO

**ERICA WALTERS MEDICAL P.A.**  
(a Florida professional corporation)

**THIS AGREEMENT AND PLAN OF MERGER** (this "Agreement") is made and entered into effective as of November 24, 2020, by and between Erica Walters Medical P.A., a Florida professional corporation (the "Surviving PC"), and Erica Walters Medical P.C., a New York professional corporation (the "Merging PC").

### RECITALS

**WHEREAS**, the sole shareholders and directors each of the Merging PC and the Surviving PC has determined that it is desirable and in the best interests of their respective companies for the Merging PC to be merged with and into the Surviving PC (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 PC, in accordance with Section 901(c) of the New York Business Corporation Law (the "NYBCL") and the Section 6.07.1101 of the Florida Business Corporation Act (the "FL BCA"), will be merged with and into the Surviving PC, the separate existence of the Merging PC will cease and the Surviving PC will continue as the surviving PC 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 NYBCL and the FL BCA, at the Effective Time (as defined below), the Merging PC shall be merged with and into the Surviving PC (the "Merger"). Following the Merger, the separate existence of the Merging PC shall cease, and the Surviving PC shall continue as the surviving professional corporation. 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 PC shall vest in the Surviving PC, and (b) all of the debts, liabilities, obligations and duties of the Merging PC shall become the debts, liabilities, obligations and duties of the Surviving PC.

**1.2 Effective Time.** Subject to the provisions of this Agreement, the Merger shall become effective in accordance with 904-a of the NYBCL and Sections 607.1101 through 607.1105 of the FL BCA. 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 Bylaws of the Surviving PC immediately prior to the Effective Time shall be the Bylaws of the Surviving PC following the Effective Time until thereafter amended or repealed in accordance with the terms thereof and the NYBCL, and (b) the Bylaws of the Surviving PC immediately prior to the Effective Time shall be the Bylaws of the Surviving PC following the Effective Time until thereafter amended or repealed in accordance with the terms thereof, the Bylaws of the Surviving PC and the NYBCL.

**1.4 Shares Outstanding; Conversion of Shares.** As of immediately prior to the Effective, (i) the Merging Corporation has authorized 200 shares of common stock, all of which are outstanding and entitled to vote in accordance with the provisions of the Certificate of Incorporation of the Merging PC and applicable law; and (ii) the Surviving Corporation has authorized 200 shares of common stock, all of which are outstanding and entitled to vote in accordance with the provisions of the Articles of Incorporation of the Surviving PC and applicable law. At the Effective Time, as a result of the Merger and without any further action by the Merging PC or the Surviving PC, each share of common stock of the Merging PC that is owned immediately prior to the Effective Time shall be converted into the same number of shares of the Surviving PC.

**1.5 Board of Directors and Officers.** The officers of the Surviving PC immediately prior to the Effective Time shall be the officers of the Surviving PC 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 Bylaws of the Surviving PC or as otherwise required by the FL BCA.

**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 PC equity in exchange for Merging PC equity in a reorganization under Section 368(a)(1)(F) of the Code, and (iii) the Merger shall qualify as a complete liquidation of the Merging PC.

## 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 PC and the Surviving PC 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.

*[Signature Page Follows]*

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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 PC:**

ERICA WALTERS MEDICAL P.A., a Florida  
professional corporation

*Erica Walters, M.D.*

By: \_\_\_\_\_

Name: Erica Walters, M.D.

Title: Authorized Signatory

**MERGING PC:**

ERICA WALTERS MEDICAL P.C., a New York  
professional corporation

*Erica Walters, M.D.*

By: \_\_\_\_\_

Name: Erica Walters, M.D.

Title: Authorized Signatory