

Jan 30 2023
REFERENCE ID: 1213681

**STATE OF SOUTH CAROLINA
SECRETARY OF STATE**


SECRETARY OF STATE OF SOUTH CAROLINA

ARTICLES OF MERGER
Corporation – Domestic and Foreign

Pursuant to Section 33-11-105 of the 1976 S.C. Code of Laws, as amended, the undersigned as the surviving corporation in a merger, hereby submits the following information:

1. The name of the surviving corporation is

GEORGE SINK, P.A. INJURY LAWYERS

2. Attached hereto and made a part of hereof is a copy of the Merger (see S.C. Code of Laws, Title 33, Chapter 11). Duplicate copies of the Plan of Merger **must** be attached in order for this form to be filed.

3. Complete the following information to the extent it is relevant with respect to **each** corporation which is a party to the transaction.

(a) Name of the corporation:

GEORGE SINK, P.A. INJURY LAWYERS

Complete either (1) or (2), whichever is applicable.

- (1) Shareholder approval of the merger was not required [see S.C. Code of Laws §33-11-103(h)]
(2) The Plan of Merger was duly approved by shareholders of the corporation as follows:

Voting Group	Number of Outstanding Shares	Number of Votes Entitled to be Cast	Number of Votes Represented at the Meeting	Total Number of Votes Cast*	
				For	-AND- Against
Common A	1010	1010	1010	1010	0
Common B	10	0	N/A	0	0

***NOTE:** Pursuant to S.C. Code of Laws §33-11-105(a)(3)(ii), the corporation can alternatively state the total number of undisputed votes cast for the Plan of Merger separately by each voting group with a statement that the number of votes cast for the plan by each voting group was sufficient for approval by that voting group.

CERTIFIED TO BE A TRUE AND CORRECT COPY
AS TAKEN FROM AND COMPARED WITH THE
ORIGINAL ON FILE IN THIS OFFICE

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SECRETARY OF STATE OF SOUTH CAROLINA

GEORGE SINK, P.A. INJURY LAWYERS

Name of Surviving Corporation

(b) Name of the corporation:

TLOD, P.A.

Complete either (1) or (2), whichever is applicable.

- (1) Shareholder approval of the merger was not required [see S.C. Code of Laws §33-11-103(h)].
- (2) The Plan of Merger was duly approved by shareholders of the corporation as follows:

Voting Group	Number of Outstanding Shares	Number of Votes Entitled to be Cast	Number of Votes Represented at the Meeting	Total Number of Votes Cast* For	-AND-	Against
Common	2	2	2	2		0
_____	_____	_____	_____	_____		_____
_____	_____	_____	_____	_____		_____
_____	_____	_____	_____	_____		_____

***NOTE:** Pursuant to S.C. Code of Laws §33-11-105(a)(3)(ii), the corporation can alternatively state the total number of undisputed votes cast for the Plan of Merger separately by each voting group with a statement that the number of votes cast for the plan by each voting group was sufficient for approval by that voting group.

4. Unless a delayed date is specified, the effective date of this document shall be the date it is accepted for filing by the Secretary of State [see S.C. Code of Laws §33-1-230(b)]. _____

Date: 06/10/2022

Name of the Surviving Corporation:

GEORGE SINK, P.A. INJURY LAWYERS

Signed as Filer: Callie McLaughlin

(Signature)

Stuart McCluer

(Print Name)

Treasurer

(Office)

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AGREEMENT AND PLAN OF MERGER


SECRETARY OF STATE OF SOUTH CAROLINA

ment and Plan of Merger (the “**Agreement**”) is dated as of May 17, 2022, by and between **TLOD, P.A.**, a South Carolina professional corporation (“**Acquiror**”), and **George Sink, P.A. Injury Lawyers**, a South Carolina professional corporation (the “**Company**”) and, collectively with the Acquiror, the “**Parties**”).

RECITALS

WHEREAS, the respective shareholders of the Acquiror and the Company 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, their respective corporation and its shareholders.

WHEREAS, pursuant to the transactions contemplated by this Agreement and on the terms and subject to the conditions set forth herein, the Acquiror, in accordance with the South Carolina Business Corporation Act (the “**Act**”), will merge with and into the Company, with the Acquiror as the surviving corporation (the “**Merger**”).

WHEREAS, for US federal income tax purposes, the Parties intend to the fullest extent applicable that since the Acquiror will be transitory and was formed for the sole purpose of effecting the financing and acquisition of the Company equity by the owners of the Acquiror, the Acquiror will be ignored.

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:

“**Acquiror**” has the meaning set forth in the Preamble.

“**Act**” has the meaning set forth in the Recitals.

“**Agreement**” has the meaning set forth in the Preamble

“**Certificates**” has the meaning set forth in Section 3.4.

“**Company**” has the meaning set forth in the Preamble.

“**Company Common Shares**” has the meaning set forth Section 3.1(a).

“**Confidential Information**” has the meaning set forth in Section 4.1.

“**Effective Time**” means the date and time upon which the Merger contemplated by this Agreement will be effective, subject to the approval of the shareholders of each of the Parties as set forth in Section 2.4, which shall be at the time and on the date that Articles of Merger are accepted by the South Carolina Secretary of State.

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"Merger" has the meaning set forth in the Recitals.

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"Parties" has the meaning set forth in the Preamble.


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"Corporation" has the meaning set forth in Section 2.1.

"Surviving Corporation Common Shares" has the meaning set forth Section 3.1(a).

Any other terms defined herein have the meaning so given 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 Act, the Acquiror shall be merged with and into the Company as of the Effective Time. Following the Effective Time, the separate corporate existence of the Acquiror shall cease and the Company shall be the surviving corporation (the "**Surviving Corporation**"). The effects and consequences of the Merger shall be as set forth in this Agreement and the Act.

2.2 Organizational Documents. The Shareholder Management Agreement of the Company then in effect at the Effective Time shall be the Shareholder Management Agreement of the Surviving Corporation until thereafter amended as provided therein or by the Act, and the Articles of Incorporation of the Company then in effect at the Effective Time, as amended by the amendments to the Articles of Incorporation attached hereto as Exhibit A, shall be the Articles of Incorporation of the Surviving Corporation until thereafter amended as provided therein or by the Act.

2.3 Officers. The officers of the Acquiror immediately prior to the Effective Time shall be the officers of the Surviving Corporation 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 Shareholder Management Agreement of the Surviving Corporation or as otherwise provided by the Act.

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

ARTICLE III

CONVERSION OR CANCELLATION OF SHARES

3.1 Conversion or Cancellation of Shares. The manner and basis of converting the Acquiror's common shares, no par value per share ("**Company Common Shares**") into shares, obligations, or other securities of the Surviving Corporation are set forth in this Section 3.1. At the Effective Time, by virtue of the Merger and without any action on the part of the Acquiror, the Company, or the Company's shareholders:

(a) Each Acquiror Common Share issued and outstanding immediately prior to the Effective Time shall be converted into the right to receive 459 Class A common shares of the Surviving Corporation ("**Surviving Corporation Common Shares**");

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(b) Each Acquiror Common Share that is owned by the shareholders of Acquiror (as Treasury Shares or otherwise) will automatically be canceled and retired and will cease to exist; no consideration will be delivered in exchange therefor;


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Each Class A common share of the Company owned by Acquiror immediately prior to the Effective Time will automatically be canceled and retired and will cease to exist; and

(d) Each Class A common share and Class B common share of the Company issued and outstanding immediately prior to the Effective Time and held by shareholders other than the Acquiror shall remain outstanding following the consummation of the Merger.

3.2 Effect. Upon the Effective Time, (a) the Company, 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 the Acquiror; (b) all property of every description and every interest therein, and all debts and other obligations of or belonging to or due to the Acquiror on whatever account shall thereafter be taken and deemed to be held by or transferred to, as the case may be, or invested in the Company without further act or deed; (c) title to any real estate, or any interest therein vested in the Acquiror, shall not revert or in any way be impaired by reason of the Merger; and (d) all of the rights of creditors of the Acquiror shall be preserved unimpaired, and all liens upon the property of the Acquiror shall be preserved unimpaired, and all debts, liabilities, obligations and duties of the Acquiror shall thenceforth remain with or be attached to, as the case may be, the Company and may be enforced against it to the same extent as if it had incurred or contracted all such debts, liabilities, obligations and duties.

3.4 Share Certificates. Upon surrender by the shareholders of the Acquiror of the certificate or certificates (the “**Certificates**”) that immediately prior to the Effective Time evidenced outstanding shares of Acquiror Common Shares to Acquiror for cancellation, together with a duly executed letter of transmittal and such other documents as Acquiror shall require, the holder of such Certificates shall be entitled to receive in exchange therefor one or more Surviving Corporation Common Shares 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 Acquiror Common Shares 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 Surviving Corporation Common Shares pursuant to Section 3.1, and until such surrender or exchange, no such Surviving Corporation Common Shares shall be delivered to the holder of such outstanding Certificate in respect thereof.

ARTICLE IV

OTHER PROVISIONS

4.1 Confidentiality. The Parties acknowledge that during the performance of this Agreement, each of them may be exposed to confidential and proprietary information (the “**Confidential Information**”). Each Party agrees to take all commercially reasonable measures to prevent the Confidential Information from being acquired or disseminated to unauthorized persons to the same extent it protects its own confidential and proprietary information. Parties

agree to not disclose the Confidential Information to third parties without the prior written consent of the other Party, except as required by law. This obligation of confidentiality shall survive the termination or abandonment of the Agreement.


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s. 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); (c) on the date sent by facsimile or e-mail of a PDF document (with confirmation of transmission) if sent during normal business hours of the recipient, and on the next business day if sent after normal business hours of the recipient; or (d) 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 the Acquiror, to:

TLOD, P.A.
701 East Bay Street, Suite 411
Charleston, SC 29403
Attention: Stuart McCluer, Esq./Bryant
McCulley, Esq.

with a copy (which shall not constitute notice to the Acquiror) to:

McDonald Hopkins LLC
300 N. LaSalle Street, Suite 1400
Chicago, IL 60654
Attention: Jeff Van Winkle

If to the Company, to:

George Sink, P.A. Injury Lawyers
701 East Bay Street, Suite 411
Charleston, SC 29403
Attention: Stuart McCluer, Esq./Bryant
McCulley, Esq.

with a copy (which will not constitute notice to the Company) to:

McDonald Hopkins LLC
300 N. LaSalle Street, Suite 1400
Chicago, IL 60654
Attention: Jeff Van Winkle

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

4.3 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.

Jan 30, 2025
4.2 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.


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3S. The headings in this Agreement are for reference only and shall not affect this Agreement.

4.6 No Third-Party Beneficiaries. This Agreement is for the sole benefit of the parties hereto and their respective successors and permitted assigns, and nothing herein, express or implied, is intended to or shall confer upon any other person any legal or equitable right, benefit or remedy of any nature whatsoever, under or by reason of this Agreement.

4.7 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.

4.8 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.

4.9 Governing Law and Jurisdiction. This Agreement, including all exhibits attached hereto, and all matters arising out of or relating to this Agreement, are governed by and shall be construed in accordance with the laws of the State of South Carolina without regard to the conflict of laws provisions thereof to the extent such principles or rules would require or permit the application of the laws of any jurisdiction other than those of the State of South Carolina.

Each Party irrevocably and unconditionally agrees that it will not commence any action, litigation or proceeding of any kind whatsoever against any other Party in any way arising from or relating to this Agreement and all contemplated transactions, in any forum other than the courts of the State of South Carolina sitting in Charleston, and any appellate court having jurisdiction thereof. Each Party irrevocably and unconditionally submits to the exclusive jurisdiction of such courts. Each Party agrees that a final judgment in any such action, litigation, or proceeding is conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law.

4.10 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.

[Signatures on following page]

CERTIFIED TO BE A TRUE AND CORRECT COPY
AS TAKEN FROM AND COMPARED WITH THE
ORIGINAL ON FILE IN THIS OFFICE

Jan 30 2023

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

REFERENCE ID: 1213681


SECRETARY OF STATE OF SOUTH CAROLINA

TLOD, P.A.

By: 

Name: R. Bryant McCulley

Title: Authorized Officer

George Sink, P.A. Injury Lawyers

By: _____

George T. Sink, Sr.

Authorized Officer

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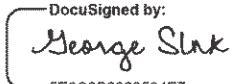
TLOD, P.A.

By: _____

Name: R. Bryant McCulley

Title: Authorized Officer

George Sink, P.A. Injury Lawyers

By:  _____
5E6C0B2023534E7...

George T. Sink, Sr.

Authorized Officer

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Jan 30 2023

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SECRETARY OF STATE OF SOUTH CAROLINA

EXHIBIT A

[None.]

CERTIFIED TO BE A TRUE AND CORRECT COPY

AS TAKEN FROM AND COMPARED WITH ORIGINAL FILE IN THIS OFFICE Business Name: George Sink, P.A. Injury Lawyers

ORIGINAL ON FILE IN THIS OFFICE

Jan 30 2023

REFERENCE ID: _____

Signature Page for a Secretary of State Business Filing

Completed, scanned, and attached to any business filing where one of the following is true.


SECRETARY OF STATE OF SOUTH CAROLINA

_____. I sign the digital form on behalf of official signee.

- An attorney's signature is required. (Articles of Incorporation for Corporation and Benefit Corporation)

Official Signatures

(Officer, Incorporator, Director, Agent, Partner, etc)

Required for forms where the signee is not present upon online submission and a filing party is providing a digital signing on their behalf. If the provided space is not enough, please attach multiple pages.

Stuart McCluer

06 / 08 / 2022

Name

Date



Treasurer

Signature

Title / Position

Name

Date

Signature

Title / Position

Name

Date

Signature

Title / Position

Name

Date

Signature

Title / Position

Name

Date

Signature

Title / Position

Scan and Upload this document to the Business Filing System during the filing process.
File must be PDF format.