

L10000049690

(Requestor's Name)

(Address)

(Address)

(City/State/Zip/Phone #)

☐

PICK-UP

☐

WAIT

☐

MAIL

(Business Entity Name)

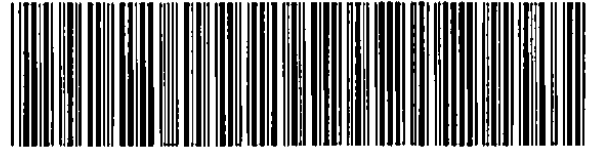
(Document Number)

Certified Copies _____ Certificates of Status _____

Special Instructions to Filing Officer:

Office Use Only

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2020 JUL 28 PM 1:08
JUL 28 2020
JUL 28 2020

2020 JUL 28 PM 9:07

C. GOLDEN

JUL 31 2020

Sunshine State Corporate Compliance Company

3458 Lakeshore Drive, Tallahassee, Florida 32312

(850) 656-4724

DATE 07/28/2020

****WALK**

ENTITY NAME SHL PHARMA LLC

DOCUMENT NUMBER _____

****PLEASE FILE THE ATTACHED AND RETURN****

XXXX

Plain Copy

Certified Copy

Certificate of Status

****PLEASE OBTAIN THE FOLLOWING FOR THE ABOVE ENTITY****

Certified Copy of Arts & Amendments

Certificate of Good Standing

****APOSTILLE / NOTARIAL CERTIFICATION****

COUNTRY OF DESTINATION _____

NUMBER OF CERTIFICATES REQUESTED _____

TOTAL OWED \$80.00

ACCOUNT #: 120160000072

Please call Tina at the above number for any issues or concerns. Thank you so much!

COVER LETTER

TO: Amendment Section
Division of Corporations

SUBJECT: SHL Pharma LLC

Name of Surviving Party

The enclosed Certificate of Merger and fee(s) are submitted for filing.

Please return all correspondence concerning this matter to:

Jason Sundermeier

Contact Person

SHL Pharma LLC

Firm/Company

588 Jim Moran Blvd.

Address

Deerfield Beach, FL 33442

City, State and Zip Code

Jason.Sundermeier@shl-group.com

E-mail address: (to be used for future annual report notification)

For further information concerning this matter, please call:

Jason Sundermeier

at

954

798-9434

Name of Contact Person

Area Code

Daytime Telephone Number

☒ Certified copy (optional) \$30.00

STREET ADDRESS:

Amendment Section
Division of Corporations
Clifton Building
2661 Executive Center Circle
Tallahassee, FL 32301

MAILING ADDRESS:

Amendment Section
Division of Corporations
P. O. Box 6327
Tallahassee, FL 32314



FLORIDA DEPARTMENT OF STATE
Division of Corporations

July 29, 2020

SUNSHINE STATE CORPORATE COMPLIANCE COMPANY

SUBJECT: SHL PHARMA LLC
Ref. Number: L10000049690

*Please return
cert copy
thank*

CORRECTED
Please Allow For
Same File Date

We have received your document for SHL PHARMA LLC and the authorization to debit your account in the amount of \$80.00. However, the document has not been filed and is being returned for the following:

Please remove "substantially in the form attached as Appendix "A" from Article 2.

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.

Claretha Golden
Regulatory Specialist II

Letter Number: 620A00014194

2020 JUL 30 PM 1:10
RECEIVED

**Articles of Merger
For
Florida Limited Liability Company**

2020 JUN 23 AM 9:00

The following Articles of Merger is submitted to merge the following Florida Limited Liability Company(ies) in accordance with s. 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>
SHL Pharma LLC	Florida	LLC
SHL Realty LLC	Florida	LLC
_____	_____	_____
_____	_____	_____

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>
SHL Pharma LLC	Florida	LLC

THIRD: The merger was approved by each domestic merging entity that is a limited liability company in accordance with ss.605.1021-605.1026; by each other merging entity in accordance with the laws of its jurisdiction; and by each member of such limited liability company who as a result of the merger will have interest holder liability under s.605.1023(1)(b).

FOURTH: Please check one of the boxes that apply to surviving entity: (if applicable)

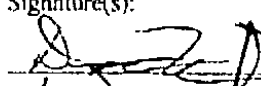
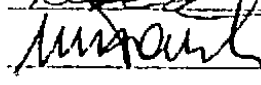
- ☒ This entity exists before the merger and is a domestic filing entity, the amendment, if any to its public organic record are attached.
- ☐ This entity is created by the merger and is a domestic filing entity, the public organic record is attached.
- ☐ This entity is created by the merger and is a domestic limited liability partnership or a domestic limited liability partnership, its statement of qualification is attached.
- ☐ This entity is a foreign entity that does not have a certificate of authority to transact business in this state. The mailing address to which the department may send any process served pursuant to s. 605.0117 and Chapter 48, Florida Statutes is:

FIFTH: This entity agrees to pay any members with appraisal rights the amount, to which members are entitled under ss.605.1006 and 605.1061-605.1072, F.S.

SIXTH: If other than the date of filing, the delayed 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.

SEVENTH: Signature(s) for Each Party:

Name of Entity/Organization:	Signature(s):	Typed or Printed Name of Individual:
SHL Pharma LLC		Don Rogers
SHL Realty LLC		Ulrich Faessler
_____	_____	_____
_____	_____	_____

Corporations:	Chairman, Vice Chairman, President or Officer (If no directors selected, signature of incorporator.)
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 an authorized person

Fees:	For each Limited Liability Company:	\$25.00	For each Corporation:	\$35.00
	For each Limited Partnership:	\$52.50	For each General Partnership:	\$25.00
	For each Other Business Entity:	\$25.00	<u>Certified Copy (optional):</u>	\$30.00

PLAN AND AGREEMENT OF MERGER

THIS PLAN AND AGREEMENT OF MERGER (this "Agreement"), dated as of July 1, 2020, is entered into by and between SHL Pharma LLC, a Florida limited liability company ("Pharma"), and SHL Realty LLC, a Florida limited liability company ("Realty").

WITNESSETH:

WHEREAS, Pharma is a limited liability company duly organized and existing under the laws of the State of Florida;

WHEREAS, Realty is a limited liability company duly organized and existing under the laws of the State of Florida; and

WHEREAS, the member of Pharma and the member of Realty deem it advisable and in the best interests of their respective entities to have Realty merge with and into Pharma pursuant to this Agreement and the applicable provisions of the laws of the State of Florida (the "Merger").

NOW, THEREFORE, the parties hereto, in consideration of the premises, mutual covenants and agreements herein contained, hereby agree as follows:

ARTICLE 1 THE MERGER

On the Effective Date of the Merger (as hereinafter defined) and in accordance with the laws of the State of Florida, Realty shall merge with and into Pharma, with Pharma being the limited liability company surviving the Merger (the "Surviving Company").

ARTICLE 2 EFFECTIVE DATE

Articles of Merger, executed in accordance with the laws of the State of Florida shall be filed with the Secretary of State of the State of Florida. The Merger shall become effective on the date and time the Articles of Merger are filed with the Secretary of State of the State of Florida (the "Effective Date of the Merger").

ARTICLE 3
CERTAIN RESULTS OF THE MERGER

(a) Succession by Surviving Company; Effects of the Merger. Upon the Merger becoming effective and by virtue thereof Pharma and Realty shall become and be a single limited liability company, with Pharma as the Surviving Company, and the separate limited liability company existence of Realty shall cease. The Merger shall have the effects set forth in Section 605.1026 of the Florida Revised Limited Liability Company Act.

(b) Articles of Organization and Members of Surviving Company. Upon the Merger becoming effective:

(i) The Articles of Organization of Pharma as in effect immediately prior to the Merger becoming effective, shall be the Articles of Organization of the Surviving Company until amended in the manner provided by law and said Articles of Organization.

(ii) The Operating Agreement of Pharma in effect immediately prior to the Merger becoming effective shall be the Operating Agreement of the Surviving Company until amended in the manner provided by law, the Articles of Organization of the Surviving Company and said Operating Agreement.

ARTICLE 4
CONVERSION AND EXCHANGE OF MEMBERSHIP INTERESTS
UPON THE EFFECTIVE DATE OF THE MERGER

(a) Pharma Membership Interests. Each membership interest in Pharma owned by the members of Pharma immediately prior to the Effective Date of the Merger shall continue to be owned by each member at and after the Effective Date of the Merger as the members' membership interests in the Surviving Company.

(b) Realty Membership Interests. Upon the Effective Date of the Merger, each membership interest owned by the members of Realty immediately prior to the Effective Date of the Merger shall be cancelled and extinguished.

ARTICLE 5
MISCELLANEOUS

(a) Amendments. This Agreement shall not be modified or amended except by an instrument in writing signed by or on behalf of the parties hereto.

(b) Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

(c) Governing Law. This Agreement shall be governed in all respects, including validity, interpretation and effect, by the laws of the State of Florida.

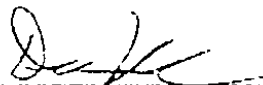
(d) Assignment. This Agreement and all of the provisions hereof shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns, but neither this Agreement nor any of the rights, interest or obligations hereunder shall be assigned by any of the parties hereto without the prior written consent of the other parties.

(e) Headings. The headings of the sections and articles of this Agreement are inserted for convenience only and shall not constitute a part hereof.

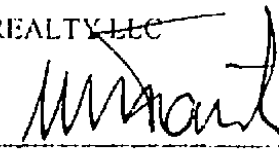
[SIGNATURES ON THE FOLLOWING PAGE]

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

SHL PHARMA LLC

By: 
Name: Don Rogers
Title: Managing Director

SHL REALTY LLC

By: 
Name: Ulrich Faessler
Title: Managing Member