

L14000172136

(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



000302277140

08/14/17--01020--013 **60.00

2017 AUG 14 A 11:45
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

FILED

AUG 23 2017
T. LEMLEY

Margen

USPS EK 512704907 US

August 10, 2017

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

Re: Merger of Neighborhood Holdings, Inc.

To Whom It May Concern:

On July 10, 2017, Neighborhood Holdings, Inc., a Delaware Corporation, merged into Liberty Medical, LLC, a Florida Limited Liability Company, with Document No. L14000172136.

Please see attached Articles for Merger form and fee, and the Agreement of Merger.

For all correspondence please use the below address:

Licensing Department
8881 S.US Highway 1
Port St. Lucie, FL 34952
Email: LibertyLicensing@LibHoldingsLLC.com
Tel: 772-398-5845

Thank you,



Noelle Berard
Licensing Manager

COVER LETTER

TO: Amendment Section
Division of Corporations

SUBJECT: Liberty Medical, 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:

Noelle Berard

Contact Person

Liberty Medical, LLC

Firm/Company

8881 S. US Highway 1

Address

Port St. Lucie, FL 34952

City, State and Zip Code

LibertyLicensing@LibHoldingSLLC.com

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

For further information concerning this matter, please call:

Noelle Berard

at (772)

398-5845

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

CR2E080 (2/14)

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

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>
Neighborhood Holdings, Inc.	Delaware	Corporation
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

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>
Liberty Medical, LLC	Florida	Limited Liability Company
_____	_____	_____

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).

FILED
2017 AUG 14 A 11:46
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

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

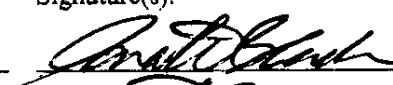

- ☒ This entity exists before the merger and is a domestic filing entity, the amendment, if any to its public organic record are attached.
- ☐ This entity is created by the merger and is a domestic filing entity, the public organic record is attached.
- ☐ This entity is created by the merger and is a domestic limited liability limited 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:
Liberty Medical, LLC		Jonathan Black
Neighborhood Holdings, Inc.		Jonathan Black

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

<u>Fees:</u>	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

EXHIBIT A

**AGREEMENT AND PLAN OF MERGER
OF
NEIGHBORHOOD DIABETES, INC.
INTO
LIBERTY MEDICAL, LLC**

THIS AGREEMENT AND PLAN OF MERGER ("Plan of Merger") sets forth the terms of the merger of Neighborhood Diabetes, Inc., a Massachusetts corporation ("NDI"), with and into Liberty Medical, LLC, a Florida limited liability company ("Liberty Medical"), NDI and Liberty Medical being hereinafter sometimes referred to collectively as the "Constituent Entities".

RECITALS:

WHEREAS, Liberty Medical owns all of the issued and outstanding shares of stock of Neighborhood Holdings, Inc., a Delaware corporation and the sole shareholder of NDI;

WHEREAS, the Board of Directors of NDI and the Board of Managers of Liberty Medical deem it advisable for the general welfare and advantage of NDI and Liberty Medical that NDI be merged into Liberty Medical;

NOW, THEREFORE, in consideration of the foregoing and of the mutual covenants, conditions and agreements set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, NDI shall be merged with and into Liberty Medical (the "Merger"), and the terms and conditions of the Merger, the mode of carrying the same into effect and such other matters as are required or permitted to be set forth in the case of a merger pursuant to the laws of the States of Florida and Massachusetts are as follows:

ARTICLE I

Merger; Effective Date

On the Effective Date of the Merger (as hereinafter defined), NDI and Liberty Medical shall be merged into a single limited liability company, in accordance with the applicable provisions of the laws of the States of Florida and Massachusetts, by NDI merging with and into Liberty Medical, which shall be the surviving limited liability company (the "Surviving Entity"). The Effective Date of the Merger is hereby designated as November 30, 2016.

ARTICLE II

Conversion and Exchange of Shares

The manner of converting the shares of each of the Constituent Entities on the Effective Date of the Merger shall be as follows:

(a) Liberty Medical Membership Interests. Each unit of membership interest of Liberty Medical issued and outstanding on the Effective Date of the Merger shall continue to be one such unit of membership interest of the Surviving Entity.

(b) NDI Shares. On the Effective Date of the Merger, each issued and outstanding share of stock of NDI shall be retired and canceled and no units of membership interest of the Surviving Entity or other consideration shall be issued in exchange therefor.

ARTICLE III

Articles of Organization; Operating Agreement; Managers and Officers

(a) The Articles of Organization of Liberty Medical, as in effect immediately prior to the Effective Date of the Merger, shall be the Articles of Organization of the Surviving Entity, until amended in accordance with law.

(b) The Operating Agreement of Liberty Medical, as in effect immediately prior to the Effective Date of the Merger, shall be the Operating Agreement of the Surviving Entity, until amended in accordance with law.

(c) The duly qualified and acting managers and officers of Liberty Medical immediately prior to the Effective Date of the Merger shall be the managers and officers of the Surviving Entity, to hold offices as provided in the Operating Agreement of the Surviving Entity.

ARTICLE IV

Effect of Merger

The effect of the Merger shall be as provided in Chapter 156D, Section 11.06 of the Massachusetts General Laws and Section 605.1025 of the Florida Statutes.

ARTICLE V


Miscellaneous

The Surviving Entity shall pay all expenses of carrying this Plan of Merger into effect and accomplishing the Merger.

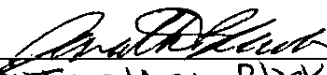
* * * * *

Dated as of November 30, 2016.

LIBERTY MEDICAL, LLC

By: 
Name: Jonathan Black
Title: President

NEIGHBORHOOD DIABETES, INC.

By: 
Name: Jonathan Black
Title: President

NEIGHBORHOOD DIABETES, INC.
JOINT ACTION OF DIRECTORS AND SOLE SHAREHOLDER
IN LIEU OF SPECIAL MEETING

The undersigned, being all of the directors and the sole shareholder of Neighborhood Diabetes, Inc., a Massachusetts corporation (the "Corporation"), hereby take the following action and adopt the following resolutions without a meeting and by unanimous written consent pursuant to Sections 7.04 and 8.21 of Chapter 156D of the Massachusetts Business Corporation Act to have the same force and effect as if taken and adopted at a special joint meeting of the Board of Directors and sole shareholder of the Corporation:

WHEREAS, Liberty Medical, LLC, a Florida limited liability company ("Liberty Medical") is the sole shareholder of Neighborhood Holdings, Inc., a Delaware corporation and the sole shareholder of the Corporation;

WHEREAS, it is advisable and in the best interests of the Corporation that the Corporation be merged with and into Liberty Medical;

NOW, THEREFORE, BE IT RESOLVED, that the Corporation shall be merged with and into Liberty Medical.

FURTHER RESOLVED, that the Agreement and Plan of Merger by the Corporation and Liberty Medical, a copy of which is attached hereto as Exhibit A, is hereby approved and adopted.

FURTHER RESOLVED, that any officer of the Corporation is hereby authorized and directed to execute (i) Articles of Merger setting forth the information required by Massachusetts law and to cause the same to be filed with the Massachusetts Secretary of the Commonwealth; and (ii) Articles of Merger setting forth the information required by the Florida law and to cause the same to be filed with the Florida Department of State.

FURTHER RESOLVED, that the officers of the Corporation are hereby authorized and directed to do all acts which they in their discretion shall deem necessary or appropriate to cause the merger described above to become effective under the laws of the States of Massachusetts and Florida.

FURTHER RESOLVED, that the Agreement and Plan of Merger is hereby submitted to and approved by the sole shareholder of the Corporation in compliance with the laws of the State of Massachusetts.

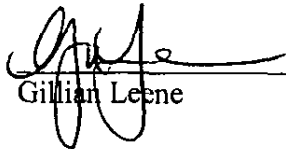
FURTHER RESOLVED, that these resolutions may be executed in multiple counterparts, either originally or by facsimile, each of which shall be deemed an original but which altogether shall constitute one and the same instrument.

IN WITNESS WHEREOF, the undersigned have executed this consent to be filed as a part of the minutes of the Corporation as of the 30 day of November, 2016.

DIRECTORS:


Jonathan Black


Scott Korte


Gillian Leene

SOLE SHAREHOLDER:

NEIGHBORHOOD HOLDINGS, INC.

By: 
Jonathan Black, President

NEIGHBORHOOD HOLDINGS, INC.

**ACTION OF DIRECTORS
IN LIEU OF SPECIAL MEETING**

The undersigned, being all of the directors of Neighborhood Diabetes, Inc. (the "Corporation"), a Delaware corporation, hereby take the following action and adopt the following resolutions without a meeting and by unanimous written consent pursuant to Section 141(f) of the Delaware General Corporation Law to have the same force and effect as if taken and adopted at a special meeting of the Board of Directors of the Corporation:

WHEREAS, Liberty Medical, LLC, a Florida limited liability company ("Liberty Medical"), is the sole stockholder of the Corporation;

WHEREAS, the Corporation is the sole shareholder of each of Neighborhood Diabetes, Inc., a Massachusetts corporation ("NDI"), Shelbourn Chemists, Inc., a New York corporation ("SCI"), and New York Diabetic Supply Corp., a New York corporation ("NDSC" - collectively each of NHI, SCI and NDSC, the "Subsidiaries");

WHEREAS, it is advisable and in the best interests of the Corporation that each of the Subsidiaries be merged with and into Liberty Medical;

NOW, THEREFORE, BE IT RESOLVED, that each of the Subsidiaries shall be merged with and into Liberty Medical.


FURTHER RESOLVED, that the Agreements and Plans of Merger by Liberty Medical and each of the Subsidiaries, copies of which are attached hereto as Exhibit A, are hereby approved and adopted.


FURTHER RESOLVED, that the officers of the Corporation are hereby authorized and directed to do all acts which they in their discretion shall deem necessary or appropriate to cause the merger described above to become effective under the laws of the States of Florida, Massachusetts and New York.

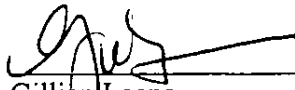
RESOLVED, that these resolutions may be executed in multiple counterparts, either originally or by facsimile, each of which shall be deemed an original but which altogether shall constitute one and the same instrument.

IN WITNESS WHEREOF, the undersigned have executed this consent to be filed as a part of the minutes of the Corporation as of the 30 day of November, 2016.

DIRECTORS:


Jonathan Black


Scott Korte


Gillian Leene

NEIGHBORHOOD HOLDINGS, INC.

**JOINT ACTION OF DIRECTORS AND SOLE STOCKHOLDER
IN LIEU OF SPECIAL MEETING**

The undersigned, being all of the directors and the sole stockholder of Neighborhood Holdings, Inc. (the "Corporation"), a Delaware corporation, hereby take the following action and adopt the following resolutions without a meeting and by unanimous written consent pursuant to Sections 141(f) and 228(a) of the Delaware General Corporation Law to have the same force and effect as if taken and adopted at a joint special meeting of the Board of Directors and sole stockholder of the Corporation:

WHEREAS, Liberty Medical, LLC, a Florida limited liability company (the "Parent"), is the sole shareholder of the Corporation;

WHEREAS, it is advisable and in the best interests of the Corporation that the Corporation be merged with and into the Parent;

NOW, THEREFORE, BE IT RESOLVED, that the Corporation shall be merged with and into the Parent.

FURTHER RESOLVED, that the Agreement and Plan of Merger by the Corporation and the Parent, a copy of which is attached hereto as Exhibit A, is hereby approved and adopted.

FURTHER RESOLVED, that the officers of the Corporation are hereby authorized and directed to do all acts which they in their discretion shall deem necessary or appropriate to cause the merger described above to become effective under the laws of the States of Delaware and Florida.

FURTHER RESOLVED, that the Agreement and Plan of Merger is hereby submitted to and approved by the sole shareholder of the Corporation in compliance with the laws of the State of Delaware.

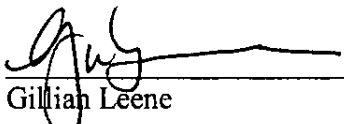
FURTHER RESOLVED, that these resolutions may be executed in multiple counterparts, either originally or by facsimile, each of which shall be deemed an original but which altogether shall constitute one and the same instrument.

IN WITNESS WHEREOF, the undersigned have executed this consent to be filed as a part of the minutes of the Corporation as of the 30 day of November, 2016.

DIRECTORS:


Jonathan Black


Scott Korte


Gillian Leene

SOLE SHAREHOLDER:

LIBERY MEDICAL, LLC

By: 
Jonathan Black, President