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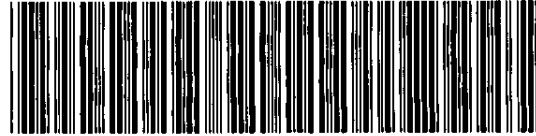
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CORPORATION SERVICE COMPANY
1201 Hays Street
Tallahassee, FL 32301
Phone: 850-558-1500

ACCOUNT NO. : I20000000195

REFERENCE : 445218 8039846

AUTHORIZATION : *Liquidation*

COST LIMIT : \$ 50.00

ORDER DATE : January 3, 2017

ORDER TIME : 10:28 AM

ORDER NO. : 445218-005

CUSTOMER NO: 8039846

ARTICLES OF MERGER

VIKAND, LLC

INTO

VIKAND MEDICAL HOLDING, LLC

PLEASE RETURN THE FOLLOWING AS PROOF OF FILING:

____ CERTIFIED COPY
XX PLAIN STAMPED COPY

CONTACT PERSON: Courtney Williams

EXAMINER'S INITIALS: _____

FILED

Articles of Merger
Florida Limited Liability Company

2017 JAN -3 A 10:38

The following Articles of Merger is submitted to merge the following Florida Limited Liability Company(ies) in accordance with s. 605.1025, Florida Statutes.

SECRETARY OF STATE
TALLAHASSEE, FLORIDA

FIRST: The exact name, form/entity type, and jurisdiction for each merging party are as follows:

<u>Name</u>	<u>Jurisdiction</u>	<u>Entity Type</u>
VIKAND, LLC	Florida	Limited liability company
VIKAND MEDICAL HOLDING, LLC	Florida	Limited liability company

SECOND: The exact name, form/entity type, and jurisdiction of the surviving party are as follows:

<u>Name</u>	<u>Jurisdiction</u>	<u>Entity Type</u>
VIKAND MEDICAL HOLDING, 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).

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:

SEVENTH: Signature(s) for Each Party:

Name of Entity/Organization:

Signature(s):

Name of Individual:

VIKAND, LLC

VIKAND MEDICAL HOLDING, LLC









Dated: December 31, 2016

AGREEMENT AND PLAN OF MERGER

This Agreement and Plan of Merger (this “**Merger Agreement**”) between VIKAND, LLC, a Florida limited liability company (“**VIKAND**”) formed on March 23, 2015, and VIKAND MEDICAL HOLDING, LLC, a Florida limited liability company, (“**VIKAND**”) formed on March 23, 2015.

RECITALS

WHEREAS, VMH is a limited liability company duly organized, validly existing and in good standing under the laws of the State of Florida with seven (7) members (the “**Members**”) holding 100% of the membership interests (the “**Membership Interests**”);

WHEREAS, VMH has no options or warrants issued and outstanding;

WHEREAS, VIKAND is a limited liability company duly organized, validly existing and in good standing under the laws of the State of Florida;

WHEREAS, VIKAND has no options or warrants issued and outstanding, except for those certain options outstanding and to be extinguished pursuant to the merger and to subsequently become options to obtain membership units of the Surviving Company, according to Exhibit “B”;

WHEREAS, the members representing a majority of the membership interests of VMH (the “**Majority Members**”) have determined it is in the best interests of VMH and the Majority Members of VMH for VMH to merge with VIKAND upon the terms and conditions set forth herein;

WHEREAS, the member of VIKAND has authorized and approved the merger of VIKAND with and into VMH subject to and upon the terms and conditions of this Merger Agreement, and has approved the terms of this Merger Agreement and directed that it be executed by the undersigned manager and with the recommendation of the Manager of VIKAND submitted to the member of VIKAND for approval;

WHEREAS, the Majority Members of VMH and VIKAND have approved the merger and the Merger Agreement; and

WHEREAS, it is the intention of VMH and VIKAND that the merger be a tax-free reorganization within the meaning of Section 368 of the Internal Revenue Code of 1986, as amended (the “**Code**”).

NOW, THEREFORE, for and in consideration of the mutual premises contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

ARTICLE I. THE MERGER

Section 1.1. Merger of VIKAND into VMH. At the Effective Time (as defined in Section 2.1), VIKAND shall merge with and into VMH ("Merger") in accordance with the Florida Statutes, Florida Revised Limited Liability Company Act, pursuant to Chapter 605.1021-1026 (the "**Florida Law**").

The separate existence of VIKAND shall thereupon cease and VMH shall be the surviving company (hereinafter referred to as the "**Surviving Company**") and shall possess all the rights, privileges, powers and franchises of a public as well as of a private nature, and be subject to all the restrictions, disabilities and duties of each of VMH and VIKAND (together referred to as the "**Constituent Companies**"); and all the rights, privileges, powers and franchises of each of the Constituent Companies, and all property, real, personal and mixed, and all debts due to either of the Constituent Companies, on whatever account, as well as for membership interest subscriptions and all other things in action or belonging to the Constituent Companies, shall be vested in the Surviving Company; and all property, rights, privileges, powers and franchises, and all and every other interest shall be thereafter as effectually the property of the Surviving Company as they had been of the several and respective Constituent Companies, and the title to any real estate vested by deed or otherwise, under the laws of the State of Florida, in either of such Constituent Companies shall not revert or be in any way impaired by reason of Florida Law; but all rights of creditors and all liens upon any property of any of the Constituent Companies shall be preserved unimpaired, and all debts, liabilities and duties of the respective Constituent Companies shall thereafter attach to the Surviving Company and may be enforced against it to the same extent as if those debts, liabilities and duties had been incurred or contracted by it. All corporate acts, plans, policies, agreements, arrangements, approvals and authorizations of VIKAND, the Manager of VIKAND and committees thereof, officers and agents which were valid and effective immediately prior to the Effective Time, shall be taken for all purposes as acts, plans, policies, agreements, arrangements, approvals and authorizations of the Surviving Company and shall be as effective and binding thereon as the same were with respect to VIKAND. The requirements of any plans or agreements of VIKAND involving the issuance or purchase by VIKAND of certain membership interests shall be satisfied by the issuance or purchase of a like percentage of shares of the Surviving Company.

ARTICLE II. EFFECTIVE TIME; EFFECT OF MERGER

Section 2.1. Effective Time. The Merger shall become effective on the date the Certificate of Merger is filed by with the Florida Department of State (the "**Effective Time**").

Section 2.2. Effects of the Merger. At the Effective Time, the Merger shall have the effects specified in the Florida Law and this Merger Agreement.

Section 2.3. Articles of Incorporation and Operating Agreement. At the Effective Time, the Articles of Organization and the Operating Agreement of VMH, as in effect immediately prior to the Effective Time, shall be the Articles of Organization and Operating Agreement of the Surviving Company.

Section 2.4. Manager(s). At the Effective Time, the managers of VMH in office at the Effective Time shall retain their positions as the manager(s) of the Surviving Company, each of such manager(s) to hold office, subject to the applicable provisions of the Articles of Organization and Operating Agreement of the Surviving Company and Florida law, until his successor is duly elected or appointed and shall qualify, or until his or her earlier death, incompetence or removal.

Section 2.5. Change of Name. At the Effective Time, the name set forth in Paragraph 1, Name of Company, of the VMH's Articles of Organization, shall be the name of the Surviving Company.

ARTICLE III. EXCHANGE OF MEMBERSHIP INTERESTS

Section 3.1. Exchange. At the Effective Time, each Membership Interest as a percentage of the total issued and outstanding Membership Interests immediately prior to the Effective Time shall, by virtue of the merger and without any action on the part of the holder thereof, be exchanged into an equivalent percentage of the total outstanding membership interests as provided set forth in **Exhibit A** attached hereto.

Section 3.2. Exchange of Certificates. At the Effective Time, membership interest certificates representing Membership Interests will automatically represent an equivalent percentage of a total outstanding membership interests. At any time after the Effective Time, the holders of Membership Interests represented by certificates issued prior to the Effective Time, will be entitled, upon request, and surrender of such certificates, to the Surviving Company, to receive in exchange therefor a new membership interest certificate evidencing ownership of the number of membership interests determined in accordance with this Article III and set forth in Exhibit A attached hereto. If any new certificate is to be issued in a name other than that in which the certificate surrendered in exchange therefor is registered, it shall be a condition of the issuance thereof that the certificate or other writing so surrendered shall be properly endorsed and otherwise in proper form for transfer and that the person requesting such exchange shall pay to the Surviving Company or its transfer agent any transfer or other taxes required by reason of the issuance of a certificate representing membership interests in any name other than that of the registered holder of the certificate surrendered, or otherwise required, or shall establish to the satisfaction of the transfer agent that such tax has been paid or is not payable.

ARTICLE IV. MISCELLANEOUS

Section 4.1. Amendment. This Merger Agreement may be amended, modified or supplemented, in whole or in part, at any time prior to the Effective Time with the mutual consent of the Majority Members of VMH and VIKAND to the full extent permitted under applicable law.

Section 4.2. Abandonment; Postponement. At any time prior to the Effective Time, this Merger Agreement may be terminated and the Merger may be abandoned by the Majority Members of VMH or the Members of VIKAND, or the consummation of the Merger may be postponed for a reasonable period of time, without any action of the Majority Members of VMH or Members of VIKAND, notwithstanding the approval of this Merger Agreement by the Majority Members of VMH or VIKAND.

Section 4.3. Further Assurances. If at any time after the Effective Time of the Merger, the Surviving Company shall consider that any assignments, transfers, deeds or other assurances in law are necessary or desirable to vest, perfect or confirm, of record or otherwise, in the Surviving Company, title to any property or rights of VIKAND, VMH and its Members shall execute and deliver such documents and do all things necessary and proper to vest, perfect or confirm title to such property or rights in the Surviving Company, and the managers of the Surviving Company are fully authorized in the name of VIKAND or otherwise to take any and all such action.

Section 4.4. Counterparts. This Merger Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which together shall be deemed to be one and the same instrument. In the event that any signature is delivered by facsimile transmission, such signature shall create a valid and binding obligation of the party executing (or on whose behalf such signature is executed) with the same force and effect as if such facsimile signature page were an original thereof.

Section 4.5. Governing Law. This Merger Agreement shall be construed in accordance with the laws of the State of Florida.

Section 4.6. Agent for Service of Process. The Surviving Company appoints the Florida Secretary of State as its agent for service of process in a proceeding to enforce obligations of the limited liability company that merged into such entity, including any appraisal rights of its members. The Surviving Company agrees to pay to any VIKAND members with appraisal rights the amount to which such members are entitled.

Section 4.6. Notices. All communication hereunder shall be in writing and, sent by mail, or by facsimile.

If to VMH to:

305 South Andrews Avenue
Suit 603
Fort Lauderdale, FL 33301

If to VIKAND to:

305 South Andrews Avenue
Suit 603
Fort Lauderdale, FL 33301

IN WITNESS WHEREOF, the parties to this Merger Agreement have executed this Merger Agreement on and as of the day first written above.

VIKAND

VIKAND, LLC,
A Florida limited liability
company

By: 

Name: Peter Holt

Title: MANAGER

VMH

VIKAND MEDICAL
HOLDING, LLC,

a Florida limited liability
company

By: 

Name: Peter Holt

Title: MANAGER

EXHIBIT "A"

EXHIBIT "B"

Antoinette Chamberlain	1,000 (non-voting) Units in VIKAND, LLC
Michele Hart	1,000 (non-voting) Units in VIKAND, LLC