

L15000050310

(Requestor's Name)

(Address)

(Address)

(City/State/Zip/Phone #)

☐ PICK-UP

☐ WAIT

☐ MAIL

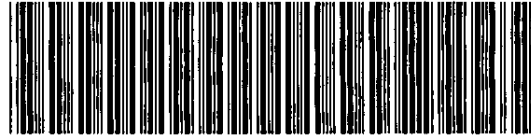
(Business Entity Name)

(Document Number)

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17 FEB 13 PM 1:58

FILED  
CLERK OF STATE  
DIVISION OF CORPORATIONS

FEB 16 2017  
J. HARRIS

## COVER LETTER

**TO:** Registration Section  
Division of Corporations

**SUBJECT:** Vikand Medical Holding, LLC

Name of Limited Liability Company

Dear Sir or Madam:

The enclosed Statement of Correction and fee(s) are submitted for filing.

Please return all correspondence concerning this matter to the following:

Marlon A. Hill, Esq.

Name of Person

Hamilton, Miller, & Birthisel, LLP

Firm/Company

150 SE 2nd Avenue, Suite 1200

Address

Miami, FL 33131

City/State and Zip Code

mhill@hamiltonmiller.com

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

For further information concerning this matter, please call:

Marlon Hill

Name of Person

at ( 305 ) 379-3686

Area Code

Daytime Telephone Number

**STREET/COURIER ADDRESS:**

Registration Section  
Division of Corporations  
Clifton Building  
2661 Executive Center Circle  
Tallahassee, Florida 32301

**MAILING ADDRESS:**

Registration Section  
Division of Corporations  
P.O. Box 6327  
Tallahassee, Florida 32314

Enclosed is a check for the following amount:

☐ \$25 Filing Fee

☒ \$30 Filing Fee &  
Certificate of Status

☐ \$55 Filing Fee &  
Certified Copy

☐ \$60 Filing Fee,  
Certificate of Status &  
Certified Copy



FLORIDA DEPARTMENT OF STATE  
Division of Corporations

January 27, 2017

MARLON A HILL  
HAMILTON, MILLER & BIRTHISEL, LLP  
150 SE 2ND AVENUE, SUITE 1200  
MIAMI, FL 33131

SUBJECT: VIKAND MEDICAL HOLDING, LLC  
Ref. Number: L15000050310

RECEIVED  
2017 FEB 13 PM 3:33  
TALLAHASSEE, FLORIDA

We have received your document for VIKAND MEDICAL HOLDING, LLC and your check(s) totaling \$30.00. However, the enclosed document has not been filed and is being returned for the following correction(s):

Please enter the type of document to be corrected in the third section of the form.

The Articles of Merger were not filed electronically. Please be specific as to what you are correcting.

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) 245-6051.

Jenna D Harris  
Regulatory Specialist II

Letter Number: 317A00001790

FILED  
17 FEB 13 PM 1:59  
DIVISION OF STATE  
CLERK OF CORPORATIONS

**STATEMENT OF CORRECTION  
FOR  
FLORIDA OR FOREIGN LIMITED LIABILITY COMPANY**

Pursuant to section 605.0209, F.S., this document is being submitted to correct a previously filed document.

**FIRST:** The name of the limited liability company is: Vikand Medical Holding, LLC

**SECOND:** The Florida Document number of the limited liability company is: L15000050310

**THIRD:** Document to be corrected is: Agreement and Plan of Merger

**(CHECK THE APPROPRIATE BOX AND COMPLETE THE APPLICABLE STATEMENT)**



Contains an incorrect statement. The incorrect statement, the reason the statement is incorrect, and the corrected statement are as follows:

Exhibit "A" and "B" were inadvertently not  
enclosed with Plan of Merger in original filing

**OR**



Was defectively signed. The manner in which the document was defectively signed and the appropriate correction are as follows:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**OR**



The electronic transmission of the record was defective.

M. Ash  
Signature of Authorized Representative

1/9/17  
Date

17 FEB 13 PM 1:59

FILED  
SECRETARY OF STATE  
CORPORATIONS

Signature of new registered agent, if applicable : ( NOTE: if correcting the registered agent, the new registered agent must sign accepting the designation).

**New Registered Agent's Signature, if changing Registered Agent:**

*I hereby accept the appointment as registered agent and agree to act in this capacity. I further agree to comply with the provisions of all statutes relative to the proper and complete performance of my duties, and I am familiar with and accept the obligations of my position as registered agent as provided for in Chapter 605, F.S. Or, if this document is being filed to merely reflect a change in the registered office address, I hereby confirm that the limited liability company has been notified in writing of this change.*

\_\_\_\_\_  
Registered Agent's Signature

**Filing Fee: \$25.00**  
**Certified Copy: \$30.00 (optional)**



FLORIDA DEPARTMENT OF STATE  
Division of Corporations

January 4, 2017

CSC  
COURTNEY WILLIAMS

Re: Document Number L15000050310

The Articles of Merger for VIKAND MEDICAL HOLDING, LLC, the surviving Florida entity, were filed on January 3, 2017.

Should you have any questions regarding this matter, please feel free to telephone (850) 245-6050, the Amendment Filing Section.

Tracy L Lemieux  
Regulatory Specialist II  
Division of Corporations

Letter Number: 017A000000096

Account number: I20000000195

Amount charged: 50.00

**Articles of Merger  
Florida Limited Liability Company**

**FILED**

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

2016 JAN -3 A 10:38

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:

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**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

Peter Hult

Peter Hult

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.

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**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

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**EXHIBIT "A"**

# Vikand Companies Plan of Merger

VCH's Liquidity Value is split between VIKAND Medical Holdings (VMH) and Hygensea  
The goal is to create a single LLC that is owned by the present shareholders.

HYG	VMH	Total
50%	50%	100%

## Current Ownership

### VIKAND Corporate Holdings, LLC

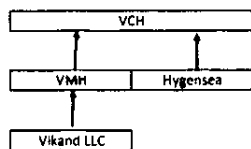
Current Owners of VCH actually own 73% of the total enterprise because of the outside ownership in VMH and Hygensea

	Shares and % after F&F	73%
Peter Hult	56800 66.82%	48.78%
Bill Heymann	16000 18.82%	13.74%
Karen Short	4000 4.71%	3.44%
Len Quist	3200 3.76%	2.75%
Tim Davey	2000 2.35%	1.72%
Jerry Hamilton	2000 2.35%	1.72%
Dan Muggeo	1000 1.18%	0.86%
TOTAL:	85000 100.00%	0.73

## Current Ownership

### VIKAND Medical Holdings, LLC

VCH	66.0%
Bill Heymann	20.0%
Karen Short	4.0%
H1212	5.0%
Len Quist	4.0%
Tatiana Malinine	1.0%
Total	100.0%



### VIKAND, LLC

VMH	100.0%
Total	100.0%

- Step 1: Merge Vikand LLC into Vikand Medical Holding LLC
- Step 2: Merge Vikand Medical Holding LLC into Vikand Corporate Holdings LLC
- Step 3: Merge Hygensea into Vikand Corporate Holdings

### Hygensea, LLC

VCH	80.0%
Karen Short	15.0%
Len Quist	3.0%
Tatiana Malinine	2.0%
Total	100.0%

### VIKAND Medical Holdings, LLC

Owner	Percent Owned	Percent of VCH if VMH represents 50% of VCH
VCH	66.00%	33.00%
Bill Heymann	20.00%	10.00%
Karen Short	4.00%	2.00%
Peter Hult	5.00%	2.50%
Len Quist	4.00%	2.00%
Tatiana Malinine	1.00%	0.50%
	100.00%	50.00%

### The same for Hygensea:

Owner	Percent Owned	Percent of VCH if Hygensea represents 50% of VCH
VCH	80.00%	40.0%
Karen Short	15.00%	7.5%
Len Quist	3.00%	1.5%
Tatiana Malinine	2.00%	1.0%
	100.00%	50.00%

So, based upon the above, VCH presently owns 73.00% of the total enterprise value with all present enterprise value percentages as follows:

	VCH	VMH	Hygensea	Total
Peter Hult	48.78%	2.50%	0.00%	51.28%
Bill Heymann	13.74%	10.00%	0.00%	23.74%
Karen Short	3.44%	2.00%	7.50%	12.94%
Len Quist	2.75%	2.00%	1.50%	6.25%
Tim Davey	1.72%	0.00%	0.00%	1.72%
J Hamilton (purch)	1.72%	0.00%	0.00%	1.72%
Dan Muggeo	0.86%	0.00%	0.00%	0.86%
Tatiana Malinine	0.00%	0.50%	1.00%	1.50%
	73.00%	17.00%	10.00%	100.00000%

\*There are existing options to acquire the shares of Vikand LLC held by two employees. As a part of the Plan of Merger these options will become options to acquire the shares of VCH at the rate of one-half share of VCH for each share of Vikand represented by the options (50%).

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**EXHIBIT "B"**

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