

L15000050820

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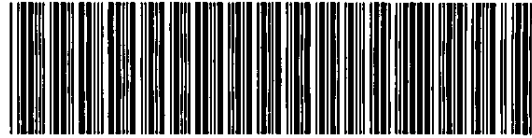
(Business Entity Name)

(Document Number)

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FILED
2017 FEB 17 PM 3:22
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

K. SALY

FEB 21 2017



FLORIDA DEPARTMENT OF STATE
Division of Corporations

February 6, 2017

HAMILTON, MILLER, & BIRTHISEL, LLP
MARLON A HILL, ESQ.
150 SE 2ND AVE, STE. 1200
MIAMI, FL 33131

SUBJECT: VIKAND CORPORATE HOLDINGS, LLC
Ref. Number: L15000050820

RECEIVED
2017 FEB 17 PM 12:23
TALLAHASSEE, FLORIDA

We have received your document for VIKAND CORPORATE HOLDINGS, 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 document submitted is not filled out. Please complete the document and return.

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.

Karen A Saly
Regulatory Specialist II

Letter Number: 517A00002317

COVER LETTER

TO: Registration Section
Division of Corporations

SUBJECT: Vikand Corporate Holidngs, 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

**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 Corporate Holdings, LLC

SECOND: The Florida Document number of the limited liability company is: L15000050820

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:

The Agreement and Plan of Merger Exhibit "A"
was not previously attached

OR

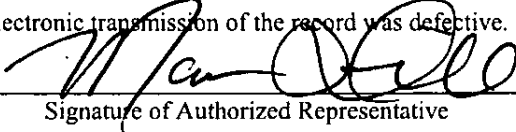


Was defectively signed. The manner in which the document was defectively signed and the appropriate correction are as follows:

OR



The electronic transmission of the record was defective.


Signature of Authorized Representative

1/9/17
Date

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)

ARTICLES OF MERGER
Florida Limited Liability Company

FILED

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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 CORPORATE HOLDINGS, LLC	Florida	Limited liability company
HYGENSEA, 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 CORPORATE HOLDINGS, 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:


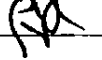
Name of Entity/Organization:

Signature(s):

Name of Individual:

VIKAND CORPORATE HOLDINGS, LLC

HYGENSEA, 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 CORPORATE HOLDINGS, LLC, a Florida limited liability company ("**VCH**") formed on March 23, 2015, and VIKAND MEDICAL HOLDING, LLC, a Florida limited liability company, ("**VMH**") formed on March 23, 2015.

RECITALS

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

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

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

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

WHEREAS, the members of VMH have authorized and approved the merger of VMH with and into VCH subject to and upon the terms and conditions of this Merger Agreement, and have 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 VMH submitted to the members of VMH for approval;

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

WHEREAS, it is the intention of VCH and VMH 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 VMH into VCH. At the Effective Time (as defined in Section 2.1), VMH shall merge with and into VCH ("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 VMH shall thereupon cease and VCH 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 VCH and VMH (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 VMH, the Manager of VMH 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 VMH. The requirements of any plans or agreements of VMH involving the issuance or purchase by VMH 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 December 31, 2016, 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 VCH, 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 VCH 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 Corporation, of the VCH'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 VCH and VMH 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 VCH or the Members of VMH, or the consummation of the Merger may be postponed for a reasonable period of time, without any action of the Majority Members of VCH or Members of VMH, notwithstanding the approval of this Merger Agreement by the Majority Members of VCH or VMH.

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 VMH, VCH 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 VMH 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 VMH 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 VCH to:

305 South Andrews Avenue
Suit 603
Fort Lauderdale, FL 33301


If to VMH 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.

VCH

**VIKAND CORPORATE HOLDINGS,
LLC,
A Florida limited liability
company**

By: 
Name: Peter Hult
Title: Manager

VMH

**VIKAND MEDICAL
HOLDING, LLC,**

**a Florida limited liability
company**

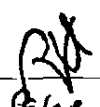
By: 
Name: Peter Hult
Title: Manager

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

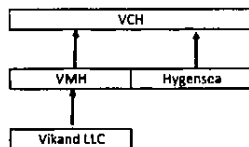
Current Owners of VCH actually own 73% of the total enterprise because of the outside ownership in VMH and Hygensea

	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%	100.000000%

*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%).