

L15000075461

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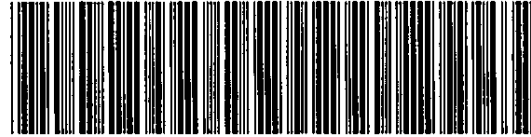
(Business Entity Name)

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MAY 10 2018  
J McNAIR



April 30, 2018

Department of State  
Division of Corporations  
Corporate Filings  
Clifton Building  
2661 Executive Center Circle  
Tallahassee, FL 32301

**Re: Articles of Merger for WAMU LLC,  
Document No. L15000075461, and  
ONE PHARMACY LLC  
Document No. L17000202257**

Dear Sir or Madam:

Please find enclosed for filing Articles of Merger for ONE PHARMACY LLC (the "Merged Company") into WAMU LLC (the "Surviving Company"). Also enclosed is the filing fee of \$50.00 made payable to the Florida Department of State.

Please return all correspondence concerning this matter to me at the address below. For further information concerning this matter, please contact me at the telephone number set forth below.

Very truly yours,

A handwritten signature in cursive script, appearing to read "Daniel G. Musca".

Daniel G. Musca

Enclosures

Tampa Office: 10950 Sheldon Rd., Tampa, FL 33626 ■ Phone: (813) 814-0700 ■ Fax: (813) 814-0762

Miami Office: 848 Brickell Ave., Ste 1220, Miami, FL 33131 ■ Office: (305) 902.1553 ■ Cell: (813) 731-2506

## ARTICLES OF MERGER OF

WAMU LLC, a Florida limited liability company, and

ONE PHARMACY LLC, a Florida limited liability company

Pursuant to Florida Statutes Sections 605.1021 (Merger Authorized), 605.1022 (Plan of Merger), 605.1023 (Approval of Merger), 605.1024 (Amendment or Abandonment of Plan of Merger), 605.1025 (Articles of Merger) and 605.1026 (Effect of Merger), the undersigned limited liability companies adopt the following Articles of Merger:

1. The Plan of Merger ("**Plan of Merger**") attached hereto as **Exhibit A** was adopted by both of the Managers and all of the members of One Pharmacy LLC, a Florida limited liability company (the "**Merged Company**") as of March 23, 2018, in accordance with the Merged Company's Articles of Organization and applicable law, including in accordance with Sections 605.1021 to 605.1026, Florida Statutes. The Plan of Merger was adopted by the Managers and a majority of the members of Wamu LLC, a Florida limited liability company (the "**Surviving Company**"), as of March 23, 2018, in accordance with the Surviving Company's Articles of Organization and applicable law including in accordance with Sections 605.1021 to 605.1026, Florida Statutes. The number of votes cast by the members of the Merged Company and the Surviving Company was sufficient for approval.

2. The Merged Company's Florida Document Number is L17000202257. The Surviving Company's Florida Document Number is L15000075461.

3. The Plan of Merger is on file at the office of the Surviving Company at the principal office address of 28 Old Kings Rd., Palm Coast, Florida 32137. The Plan of Merger will be provided to each constituent limited liability company.

4. Pursuant to the Plan of Merger, the Merged Company shall be merged with and into the Surviving Company and the Surviving Company shall be the surviving limited liability company.

5. The Effective Date and Time of these Articles of Merger shall be the date and time filed with the Florida Department of State in accordance with Florida Statutes Chapter 605.

6. The Surviving Company has agreed to pay to any members of the Merged Company and the Surviving Company with appraisal rights the amount to which such members are entitled under the provisions of Section 605.1006, and 605.1061 to 605.1072, Florida Statutes.

7. At the Effective Date and Time, the following actions will occur in accordance with the Plan of Merger:

- a. The Merged Company shall be merged with and into the Surviving Company (hereinafter, the "**Merger**").
- b. The Articles of Organization of the Surviving Company as in effect immediately prior to the Effective Date and Time shall thereafter continue in full force and effect as the Articles of Organization of the Surviving Company until altered or amended as provided therein or by law; provided, however that Article IV of the Articles of Organization of the Surviving Corporation is hereby deleted in its entirety.
- c. The currently issued and outstanding membership interests of the Merged Company issued and outstanding immediately prior to the Effective Date and Time shall be cancelled upon the Effective Date and Time of the Merger.

d. The currently issued and outstanding membership interests of the Surviving Company immediately prior to the Effective Date and Time of the Merger shall be cancelled and replaced with the following upon the Effective Date and Time of the Merger.

1. The Thirty-Seven and 5/10 percent (37.5%) membership interest in the Surviving Company held by Mhai Agraba immediately prior to the Effective Date of the Merger shall be canceled and replaced with One Hundred (100) membership interest units of the Surviving Company.
2. The Thirty-Seven and 5/10 percent (37.5%) membership interest in the Surviving Company held by Joseph Shoyoye immediately prior to the Effective Date of the Merger shall be canceled and replaced with One Hundred (100) membership interest units of the Surviving Company.
3. The Twenty-Five percent (25%) membership interest in the Surviving Company held by Robert D. Smith immediately prior to the Effective Date of the Merger shall be canceled and replaced with the right to receive from the Surviving Company an aggregate payment in the amount of Eight Thousand Dollars (\$8,000), payable in four (4) semiannual installments of principal of Two Thousand Dollars (\$2,000) each, with each of such payments being accompanied by payment of accrued interest at a rate of five percent (5%) per annum. The first such payment shall be made on the six-month anniversary date of the Effective Date of the Merger and the remaining such installments shall be made by the Surviving Company every six months until full payment has been made.

IN WITNESS WHEREOF, the undersigned have executed these Articles of Merger as of this 23<sup>rd</sup> day of March, 2018.

**SURVIVING COMPANY:**

**WAMU LLC**

By:   
Mhai Agraba, Manager

By:   
Joseph Shoyoye, Manager

**MERGED COMPANY:**

**ONE PHARMACY LLC**

By:   
Mhai Agraba, Manager

By:   
Joseph Shoyoye, Manager

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## **PLAN OF MERGER**

**THIS PLAN OF MERGER**, made and entered into as of the 23rd day of March, 2018, is by and between One Pharmacy LLC, a Florida limited liability company (the "Merged Company"), and Wamu LLC, a Florida limited liability company (the "Surviving Company").

### **WITNESSETH:**

**WHEREAS**, the Merged Company is a Florida limited liability company and currently has One Hundred (100) membership interest units issued and outstanding;

**WHEREAS**, the Surviving Company is a Florida limited liability company and currently has its membership interests owned as follows:

Mhai Agraba:	37.5%
Joseph Shoyoye:	37.5%
Robert D. Smith:	<u>25.0%</u>
Total:	100%

**WHEREAS**, the Managers of the Merged Company deem it advisable and in the best interests of the Merged Company to merge with and into the Surviving Company pursuant to Florida Statutes Sections 605.1021 – 605.1026, and the Managers of the Surviving Company deem it advisable that the Surviving Company shall be the surviving limited liability company and its corporate existence as a continuing limited liability company under the laws of the State of Florida shall not be affected in any manner by reason of the merger except as set forth herein (hereinafter called the "Merger"); and

**WHEREAS**, this Plan of Merger was approved and adopted by both of the Managers and all of the members of the Merged Company and by the Managers and a majority of the members of the Surviving Company in the manner prescribed by Florida Statutes Chapter 605.

**NOW THEREFORE**, in consideration of the mutual covenants, agreements and provisions contained herein, the parties hereto agree, in accordance with the provisions of Florida Statutes Chapter 605, that the Merged Company shall be and hereby is merged with and into the Surviving Company, and that the terms and conditions of the Merger, the mode of carrying the same into effect, and the manner and basis of converting or otherwise dealing with the membership interests of the Merged Company and Surviving Company shall be as hereinafter set forth.

## **ARTICLE I** **CORPORATE EXISTENCE**

A. Upon the Merger becoming effective: (i) the separate existence of the Merged Company shall cease, (ii) the Surviving Company shall continue and be governed by the laws of the State of Florida, (iii) all property, real, personal, tangible and intangible and mixed, of every kind, make and description, and all rights, privileges, powers and franchises, whether or not by their terms assignable, all immunities of a public and of a private nature, all debts due on whatever account and all other choses in action belonging to the Merged Company shall be taken and be deemed to be transferred to and vested in the Surviving Company and shall be thereafter as effectively the property of the Surviving Company as they were the property of the Merged Company, and (iv) the title to any property, real, personal, tangible, intangible or mixed, wherever situated, and

the ownership of any right or privilege vested in the Merged Company shall not revert or be lost or be adversely affected or be in any way impaired by reason of the Merger, but shall vest in the Surviving Company. Upon the Merger becoming effective, all rights of creditors and all liens upon the property of the Merged Company shall be preserved unimpaired, limited to the property affected by such liens at the time of the Merger becoming effective, and all debts, contracts, liabilities, obligations and duties of the Merged Company shall thenceforth attach to the Surviving Company and may be enforced against it to the same extent as they had been incurred or contracted by it.

B. The identity, existence, purposes, powers, franchises, rights and immunities, whether public or private, of the Surviving Company shall continue unaffected and unimpaired by the Merger, except as modified in this Agreement.

## **ARTICLE II** **ARTICLES OF ORGANIZATION OF SURVIVING COMPANY**

The Articles of Organization of the Surviving Company in effect immediately prior to the time the Merger becomes effective shall, upon the Merger becoming effective, be and remain the Articles of Organization of the Surviving Company until the same shall be altered, amended or repealed; provided, however, that Article IV thereof is hereby deleted in its entirety.

## **ARTICLE III** **MANAGERS** **OF SURVIVING COMPANY**

The Managers of the Surviving Company shall, upon the Merger becoming effective, be the following individuals until they resign, die or are replaced and their successors are elected and qualified:

Managers:        Mhai Agraba and Joseph Shoyoye.

## **ARTICLE IV** **MANNER OF CONVERTING MEMBERSHIP INTERESTS**

The currently issued and outstanding membership interest units of the Merged Company issued and outstanding immediately prior to the Effective Date shall be cancelled upon the Effective Date of the Merger. The currently issued and outstanding membership interests of the Surviving Company immediately prior to the Merger shall be cancelled and replaced with the following upon the Effective Date of the Merger:

1. The Thirty-Seven and 5/10 percent (37.5%) membership interest in the Surviving Company held by Mhai Agraba immediately prior to the Effective Date of the Merger shall be canceled and replaced with One Hundred (100) membership interest units of the Surviving Company.
2. The Thirty-Seven and 5/10 percent (37.5%) membership interest in the Surviving Company held by Joseph Shoyoye immediately prior to the Effective Date of the Merger shall be canceled and replaced with One Hundred (100) membership interest units of the Surviving Company.
3. The Twenty-Five percent (25%) membership interest in the Surviving Company held by Robert D. Smith immediately prior to the Effective Date of the Merger shall be canceled and replaced with the

right to receive from the Surviving Company an aggregate payment in the amount of Eight Thousand Dollars (\$8,000), payable in four (4) semiannual installments of principal of Two Thousand Dollars (\$2,000) each, with each of such payments being accompanied by payment of accrued interest at a rate of five percent (5%) per annum. The first such payment shall be made on the six-month anniversary date of the Effective Date of the Merger and the remaining such installments shall be made by the Surviving Company every six months until full payment has been made.

**ARTICLE V**  
**APPROVAL OF MERGER**


This Agreement and Plan of Merger has been approved by both of the Managers and all of the members of the Merged Company and the Managers and a majority of the members of the Surviving Company, as provided by Florida Statutes Section 605.1023, as of March 23, 2018.

**ARTICLE VI**  
**EFFECTIVE DATE OF MERGER**

This Merger shall become effective upon filing with the Florida Secretary of State in accordance with Florida Statutes Chapter 605.


IN WITNESS WHEREOF, the Merged Company and the Surviving Company have signed this Agreement the day and year first above written.

**WAMU LLC**

By:  \_\_\_\_\_  
Mhaji Agraba, Manager

By:  \_\_\_\_\_  
Joseph Shoyoye, Manager

**ONE PHARMACY LLC**

By:  \_\_\_\_\_  
Mhaji Agraba, Manager

By:  \_\_\_\_\_  
Joseph Shoyoye, Manager