

Division of Corporations

Page 1 of 2

Florida Department of State  
Division of Corporations  
Electronic Filing Cover Sheet

**Note: Please print this page and use it as a cover sheet.** Type the fax audit number (shown below) on the top and bottom of all pages of the document.

(((H17000293629 3)))



H17000293629349C6

**Note: DO NOT hit the REFRESH/RELOAD button on your browser from this page.** Doing so will generate another cover sheet.

To:

Division of Corporations  
Fax Number : (850)617-6380

From:

Account Name : GREENBERG TRAURIG (ORLANDO)  
Account Number : 103731001374  
Phone : (407)418-2435  
Fax Number : (407)420-5909

*Merger*  
**R. WHITE**  
**NOV - 8 2017**

\*\*Enter the email address for this business entity to be used for future annual report mailings. Enter only one email address please.\*\*

Email Address: \_\_\_\_\_

RECEIVED

17 NOV - 7 PM 12:12

DEPARTMENT OF STATE  
DIVISION OF CORPORATIONS  
TALLAHASSEE, FLORIDA

**MERGER OR SHARE EXCHANGE**  
**LGM Pharma, LLC**

|                       |         |
|-----------------------|---------|
| Certificate of Status | 0       |
| Certified Copy        | 0       |
| Page Count            | 05      |
| Estimated Charge      | \$50.00 |

SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

17 NOV - 7 AM 9:51

FILED

Electronic Filing Menu

Corporate Filing Menu

Help

FILED

(((H17000293629 3)))

Articles of Merger  
For  
Florida Limited Liability Company

17 NOV -7 AM 9: 51

SECRETARY OF STATE  
TALLAHASSEE FLORIDA

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> |
|-----------------|------------------------|-------------------------|
| IBS PHARMA, LLC | FLORIDA, #L00000009343 | LLC                     |
| _____           | _____                  | _____                   |
| _____           | _____                  | _____                   |
| _____           | _____                  | _____                   |

**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> |
|-----------------|---------------------|-------------------------|
| LGM PHARMA, LLC | DELAWARE            | LLC                     |
| _____           | _____               | _____                   |

**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).

(((H17000293629 3)))

(((H17000293629 3)))

**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:

1209 Orange Street, Wilmington, Delaware 19801, County of New-Castle

---



---

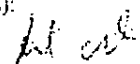

**FIFTH:** This entity agrees to pay any members with appraisal rights the amount, to which members are entitled under ss. 605.1006 and 605.1061-605.1072, F.S.

**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: |
|------------------------------|---|--------------------------------------|
| IBS PHARMA, LLC              |  | Mendy Schurder, Auth. Person         |
| LGM PHARMA, LLC              |  | Mendy Schurder, Auth. Person         |
|                              |   |                                      |
|                              |   |                                      |

|                                   |   |
|-----------------------------------|---|
| Corporations:                     | Chairman, Vice Chairman, President or Officer<br>(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   |

|              |                                     |         |                                   |         |
|--------------|-------------------------------------|---------|-----------------------------------|---------|
| <b>Fees:</b> | For each Limited Liability Company: | \$25.00 | For each Corporation:             | \$35.00 |
|              | For each Limited Partnership:       | \$25.00 | For each General Partnership:     | \$25.00 |
|              | For each Other Business Entity:     | \$25.00 | <u>Certified Copy (optional):</u> | \$30.00 |

(((H17000293629 3)))

((H17000293629 3)))

## PLAN OF MERGER

THIS PLAN OF MERGER is made and entered into effective as of November 7, 2017, by and between IBS PHARMA, LLC, a Florida limited liability company (the "Merged Entity"), and LGM PHARMA, LLC, a Delaware limited liability company (the "Surviving Entity"). The Merged Entity or the Surviving Entity are hereinafter sometimes referred to as the "Constituent Entity."

## WITNESSETH:

WHEREAS, the parties desire that the Merged Entity merge into the Surviving Entity in a manner which conforms to applicable laws of Delaware and Florida.

NOW, THEREFORE, in consideration of the mutual covenants, agreements, representations and warranties hereinafter set forth, the parties hereto agree as follows:

1. Merger. The Merged Entity shall merge into the Surviving Entity in accordance with the applicable provisions of the Florida Revised Limited Liability Company Act, Florida Statutes section 605 (the "Merger").
2. Effective Date. The Merger shall be effective as of the date the Articles of Merger are filed with the Florida Department of State (the "Effective Date").
3. Rights of the Surviving Entity. Upon the Effective Date: (a) the Merged Entity and the Surviving Entity shall become a single limited liability company and the separate existence of the Merged Entity shall cease; (b) the Surviving Entity shall succeed to and possess all of the rights, privileges, powers and immunities of the Merged Entity which, together with all of the assets, properties, business, patents, trademarks, and goodwill of the Merged Entity, of every type and description wherever located, real, personal or mixed, whether tangible or intangible, including without limitation, all accounts receivable, banking accounts, cash and securities, claims and rights under contracts, and all books and records relating to the Merged Entity shall vest in the Surviving Entity without further act or deed and the title to any real property or other property vested by deed or otherwise in the Merged Entity shall not revert or in any way be impaired by reason of the Merger; (c) all rights of creditors and all liens upon any property of the Constituent Entity shall be unimpaired; the Surviving Entity shall be subject to all the contractual restrictions, disabilities and duties of the Constituent Entity; and all debts, liabilities and obligations of the respective Constituent Entity shall thenceforth attach to the Surviving Entity and may be enforced against it to the same extent as if said debts, liabilities and obligations had been incurred or contracted by it; provided, however, that nothing herein is intended to or shall extend or enlarge any obligation or the lien of any indenture, agreement or other instrument executed or assumed by the Constituent Entity; and (d) without limitation of the foregoing provisions of this Section 3, all limited liability company and partnership acts, plans, policies, contracts, approvals and authorizations of the Constituent Entity, their members, managers, partners, committees elected or appointed by the managers, officers and agents, which were valid and effective and which did not have terms expressly requiring termination by virtue of the Merger, shall be taken for all purposes as the acts, plans, policies, contracts, approvals and authorizations of the Surviving Entity as they were with respect to the Constituent Entity.

((H17000293629 3)))

((H17000293629 3)))

4. **Certificate of Formation, Limited Liability Company Operating Agreement, Members of Surviving Entity.** Upon the Effective Date: (a) the Certificate of Formation of the Surviving Entity as in effect immediately prior to the Effective Time shall continue as the Certificate of Formation until thereafter amended or cancelled in the manner provided by law; (b) the Limited Liability Company Operating Agreement of the Surviving Entity shall continue as the Limited Liability Company Operating Agreement of the Surviving Entity until terminated in the manner provided by law; and (c) the members of the Surviving Entity shall remain the members of the Surviving Entity.

5. **Conversion of Interests.** At the Effective Time, each then outstanding interest in the Merged Entity shall, by virtue of the Merger and without any action on the part of the holders thereof, be cancelled and cease to exist and no consideration shall be issued in respect thereof.

6. **Entire Agreement.** This Agreement contains the entire agreement between the parties with respect to the Merger, and supersedes all prior agreements, written or oral, with respect thereto.

7. **Waivers and Amendments.** This Agreement may not be amended, modified, superseded, cancelled, renewed, extended or waived except by a written instrument signed by the parties, or, in the case of a waiver, by the party waiving compliance.

8. **Governing Law.** This Agreement shall be governed and construed in accordance with the laws of the State of Florida.

9. **Headings.** The headings in this Agreement are for reference purposes only and shall not in any way affect the meaning or interpretation of this Agreement.

10. **Severability of Provisions.** The invalidity or unenforceability of any term, phrase, clause, paragraph, restriction, covenant, agreement or other provision of this Agreement shall in no way affect the validity or enforcement of any other provision or any part thereof.

11. **Counterparts.** This Agreement may be executed in any number of counterparts, each of which when so executed shall constitute an original copy hereof, but all of which together shall be considered but one in the same document.

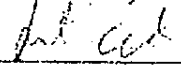
**IN WITNESS WHEREOF,** the parties have executed this Plan of Merger effective as of the date first above written.

[Signature page follows]

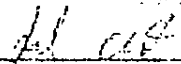
((H17000293629 3)))

((H17000293629 3)))

**IBS PHARMA, LLC, a**  
Florida limited liability company

By:   
Name: Mendy Schurder  
Title: Authorized Person

**LGM PHARMA, LLC,**  
a Delaware limited liability company

By:   
Name: Mendy Schurder  
Title: Authorized Person

Signature page to  
Plan of Merger

((H17000293629 3)))