

P06000011542

(Requestor's Name)

(Address)

(Address)

(City/State/Zip/Phone #)

☐ PICK-UP

☐ WAIT

☐ MAIL

(Business Entity Name)

(Document Number)

Certified Copies _____ Certificates of Status _____

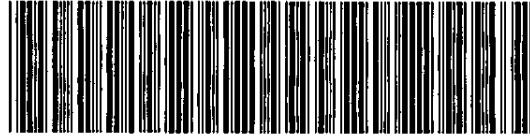
Special Instructions to Filing Officer:

- NO AR.

- Not enough

AR 4/29/15

Office Use Only



500271438875

04/06/15--01045--018 **70.00

04/06/15--01050--006 **25.00

ALABAMA
SECRETARY OF REVENUE

15 APR 29 PM 4:18

FILED

mergel

5/11/15

DC



FLORIDA DEPARTMENT OF STATE
Division of Corporations

April 24, 2015

ARMS INC
20755 NE 31ST PLACE
MIAMI, FL 33180

SUBJECT: ARMS INC.
Ref. Number: P06000011542

We have received your document for ARMS INC. and your check(s) totaling \$25.00. However, the enclosed document has not been filed and is being returned for the following correction(s):

As a condition of a merger, pursuant to s.605.0212(8), Florida Statutes, each party to the merger must be active and current in filing its annual reports with the Department of State through December 31 of the calendar year in which the articles of merger are submitted for filing.

the fee to file articles of merger is \$35.00 per corporation and \$25.00 per LLC. Therefore an additional fee in the amount of \$35.00 is due.

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) 245-6050.

Rebekah White
Regulatory Specialist II

Letter Number: 215A00008430

COVER LETTER

TO: Amendment Section
Division of Corporations

SUBJECT: Arms, Inc.
Name of Surviving Party

The enclosed **Certificate of Merger** and fee(s) are submitted for filing.

~~_____~~

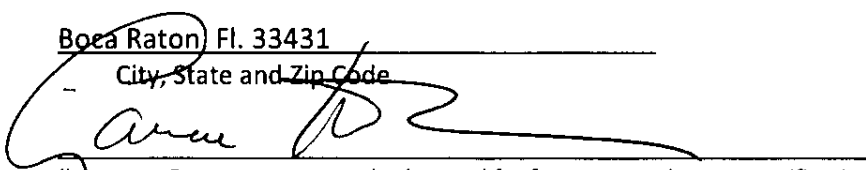
Please return all correspondence concerning this matter to:

Lawrence Newman, Esq.
Contact Person

Newman Law Group, P.A.
Firm/Company

1900 Glades Road, Suite 307
Address

Boca Raton Fl. 33431
City, State and Zip Code


(lnewman@newmanesq.net: (to be used for future annual report notification)

For further information concerning this matter, please call:

<u>Lawrence Newman, Esq.</u>	at	<u>(561)</u>	<u>869-4111</u>
Name of Contact Person		Area Code Daytime	Daytime Telephone Number

Articles of Merger

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

FILED
15 APR 18
CLERK 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>Form/Entity Type</u>
<u>Arms, Inc.</u>	<u>State of Florida</u>	<u>Corporation</u>
<u>J&R Surgical Solution, LLC</u>	<u>State of Florida</u>	<u>Limited Liability Company</u>

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>
<u>Arms, Inc.</u>	<u>State of Florida</u>	<u>Corporation</u>

THIRD: The merger was approved by each domestic merging entity that is a limited liability company in accordance with ss.605.1023(1)(b); by each other merging entity in accordance with the laws of its jurisdiction; and by each member of such limited liability company who is 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 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):

Typed or Printed
Name of Individual:

J&R Surgical Solution, LLC



Jameel K.. Abdullah

Arms, Inc.



Robert Greer

FILED
15 APR 29 PM 4: 18
CLERK OF STATE
TALLAHASSEE, FLORIDA

PLAN OF MERGER

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>
J& R SURGICAL SOLUTIONS	FLORIDA	LLC
ARMS, INC.	FLORIDA	CORP. FOR PROFIT

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>
ARMS INC.	FLORIDA	CORP FOR PROFIT

THIRD: The terms and conditions of the merger are as follows:

SEE AGREEMENT ATTACHED

(Attach additional sheet if necessary)

MERGER AGREEMENT

THIS MERGER AGREEMENT ("Agreement") is made on 10 MARCH, 2015, by and between ARMS Inc. (the "Buyer"), and J&R Surgical Solutions, LLC., (the "Seller or J&R")

On completion of the merger, J&R Surgical Solutions, LLC., will be dissolved leaving ARMS Inc. as the surviving business which will be known as ARMS Inc. after the merger is complete. The surviving business is registered in the State of Florida.

WHEREAS, the Parties desire that Buyer acquire all of the outstanding capital stock of Seller in exchange for securities of Buyer (the "Share Exchange"), all as more particularly set forth herein; and

WHEREAS, the boards of directors of the Parties of this Agreement have determined that the proposed transaction is advisable and for the general welfare and advantage of their respective corporations and shareholders and have recommended to their respective shareholders that the proposed transaction be consummated; and

WHEREAS, the Merger shall be consummated pursuant to and in accordance with the terms and conditions set forth in this Agreement; and

WHEREAS, Seller and Seller's Owner, Jameel Abdullah, meet the requirements to qualify for SBA's 8(a) certification.

RECITALS

J&R Surgical Solutions, LLC. Dissolving Entity

J&R Surgical Solutions, LLC. is a Limited Liability Company duly organized, validly existing and in good standing under the laws of Florida.

ARMS Inc. Surviving Entity

ARMS Inc. is a Corporation duly organized, validly existing, and in good standing under the laws of Florida.

ARMS Inc. Final Entity

ARMS Inc. is to be the surviving business entity, as that term is defined in the Florida Statutes, to the merger described in this agreement.

MERGER

Surviving Business Entity

Subject to the terms and conditions of this Agreement, on the Effective Date mentioned above, J&R shall be merged with and into surviving entity under the laws of the State of Florida. As a result of the Merger, the separate corporate existence of J&R shall cease and the entity shall continue as the surviving business entity ARMS Inc.

Certificate of Merger

ARMS Inc. shall file a certificate of merger with the Secretary of State, as required by the laws of the State of Florida. The certificate shall be signed and acknowledged by the required number of partners or members of all constituent entities.

Effective Date of Merger

The merger shall be effective on the signing of this Agreement.

MANAGEMENT OF SURVIVING ENTITY

Management and Control

The shareholders/directors of surviving entity have the sole and exclusive control of the business, subject to any limitations in the articles and operating agreement of the surviving entity.

Directors and Officers

The initial Board of Directors of the Surviving Entity will consist of 3 Directors each having one vote per share of ownership as follows:

CEO -	Jameel K. Abdullah	51 Votes
President -	Robert Greer	49 Votes

SECTION 1. Plan of Share Exchange

The Plan of Share Exchange, Exhibit A, is incorporated by reference.

Purchase and Sale of Assets and Assignment of Agreements and Licenses of Seller

Transfer of Assets and Assignment of Contracts - Subject to the terms and conditions of this Agreement, Seller shall sell, transfer, convey, assign, and deliver to Buyer, and Buyer shall accept all right, title and interest in and to, the Agreements and Licenses described on Exhibit B is incorporated by reference (the "Assets"). Subject to these terms and conditions, Seller shall transfer and assign its rights under the Assumed Contracts and Licenses (as defined below) and Buyer shall assume Seller's rights and obligations under the Assumed Contracts and Licenses. (The ownership and operation of the assets in the conduct of J&R business and all activities necessary and incident thereto are sometimes referred to herein as the "Business".)

Purchase Price - The total purchase price payable by Buyer to Seller for the Assets (the "Purchase Price"), is the stock as exchanged in Exhibit A.

Assignment of Agreements - Exhibit B contains a true, complete and correct list of all agreements, contracts, licenses and commitments, written or oral, that Buyer will assume at the closing (collectively, the "Assumed Contracts").

Instruments of Conveyance and Transfer - At the closing, Seller shall deliver to Buyer such deeds, bill of sale, endorsements, assignments and other good and sufficient instruments of transfer, conveyance and assignment satisfactory to Buyer and its counsel as shall be effective to vest in and warrant to Buyer good and marketable title to the Assets, free and clear of all claims, liens and encumbrances and to transfer to Buyer all of Seller's rights and obligations under the Assumed Contracts and Licenses.

Further Assurances - Seller shall from time to time at the request of Buyer and without further consideration, execute and deliver such instruments of transfer, conveyance and assignment in addition to those delivered under Section 1, and take such other action as Buyer may reasonably request to more effectively transfer, convey and assign to and vest in Buyer, and to put Buyer in possession of, all or any portion of the Assets. In the event that any consent required to transfer any of the Assumed Contracts and Licenses to Buyer shall not have been received by the Closing, Buyer shall waive such non receipt and proceed to Closing, and Seller shall be obligated without further consideration to use its best efforts to secure for Buyer the benefits of such contract.

SECTION 2. Closing

Closing shall take place at Boca Raton, at 10:00 a.m. on March 10, 2015, (the "Closing Date"), or at another time, date and place mutually agreed to by the parties. Closing shall be consummated by the execution and acknowledgement by Buyer and Seller of Articles of Merger, in accordance with F.S. Chapter 607 and other applicable law. The Articles of Merger, executed and acknowledged shall be delivered for filing to the Secretary of State as promptly as possible after the consummation of the closing. The Articles of Merger, shall specify the effective date and time of the Merger.

SECTION 3. Representation and Warranties of Seller

Seller's Representation and Warranties - Seller represents and warrants to Buyer as follows:

Capital Structure - All of the issued and outstanding capital stock of Seller has been duly authorized and validly issued, and is fully paid and non assessable, (free of preemptive rights) and not subject to any restriction on transfer under the Articles of Incorporation of Bylaws of Seller or any agreement to which Seller is a party of which Seller has been given notice. There are no outstanding subscriptions, options, warrants, convertible securities, rights, agreements, understandings or commitments of any kind relating to the subscription, issuance, repurchase or purchase of capital stock or other securities of Seller, or obligating Seller to transfer any additional shares of its capital stock of any class or any other securities.

Organization and Good Standing - Seller is a Limited Liability Company duly organized, validly existing and in good standing under the laws of the State of Florida, having

all requisite corporate power and authority to own its assets and carry on its business as presently conducted.

Authorization; Validity - The execution, delivery and performance of this Agreement by Seller has been duly and validly authorized by all requisite corporate action. This Agreement has been duly and validly executed and delivered by Seller, and is the legal, valid and binding obligation of Seller, enforceable in accordance with its terms, except as limited by bankruptcy, insolvency, moratorium, reorganization and other laws of the general application affecting the enforcement of creditors' rights and by the availability of equitable remedies.

Consents - No approval, consent, waiver or authorization of or filing or registration with any governmental authority or third party is required for the execution, delivery or performance by Seller of the transactions contemplated by the Agreement.

Violations - The execution, deliver or performance of this Agreement does not and will not (i) with or without the giving of notice or the passage of time, or both constitute a default under, result in breach of, result in the termination of, result in the acceleration of performance of, require any consent, approval or waiver under, or result in the imposition of any lien or other encumbrance on any property or assets of Seller under, any agreement, lease, or other instrument to which seller is a party or by which any of the property or assets of Seller are bound (ii) violate any permit, license or approval required by Seller to own its assets and operated its business; (iii) violate any law, statute or regulation or any assets and operate its business; (iii) violate any law, statute or regulation or any judgment, order, ruling or other decision of any governmental authority, court, or arbitrator; or (iv) violate any provision of Seller's Articles of Incorporation of Bylaws.

No representation, warranty or covenant contained in this Agreement or in any schedule or exhibit furnished thereunder or in connection with the transactions contemplated thereby contains any untrue statement of a material fact or omits to state any fact necessary to make the statements contained in it not misleading, in light of the circumstances under which they are made, and all representations, warranties, certificates, exhibits and schedules are correct on and as of this date and will be correct on the Closing Date.

Survival of Representations and Warranties - Each of the representations and warranties in Section 3 shall be deemed renewed and made again by Seller at the Closing as if made at the time, and shall survive the Closing until the expiration of all applicable statute of limitations periods.

SECTION 4. Representations and Warranties of Buyer

Ownership of the Shares - The 51 shares of ARMS Inc. being issued to Seller's shareholder at the closing are duly authorized and will be validly issued, fully paid, and non assessable on their issuance. The person receiving securities at the closing will acquire good,

valid and indefeasible title, free and clear of any interests, security interests, claims, liens, pledges, options, penalties, charges, other encumbrances, buy-sell agreements or rights of any party whatsoever.

SECTION 5. Covenants of Seller

Except as may otherwise be consented to or approved in writing by Buyer, Seller agrees that from the date of this Agreement and until the closing:

Conduct pending Closing - The Business of Seller shall be conducted only in the ordinary course consistent with past practices.

Access to Records - Seller shall provide Buyer and its representatives access to all records of Seller that they reasonably may request and provide reasonable access to the properties of Seller.

Solicitation - Seller agrees that it will not solicit, consider or negotiate any offers to acquire the shares or assets of Seller, or to provide any information or to make available any management personnel to third parties for such purposes.

Confidentiality - Seller agrees to keep the provisions of this Agreement confidential and will not disclose its provisions to any person, excluding Seller's accountants, attorneys and other professionals with whom Seller conducts business and to whom such disclosure is reasonably necessary; provided, however, that such persons shall be advised of the confidential nature of this Agreement at the time of such disclosure.

Proration of Taxes and Other Amounts - All applicable taxes and rental payments under the Assumed Contracts, and other expenses and revenues of the Business relating to the Assets, shall be prorated as of Closing. Utility deposits shall be retained by Seller.

Employee Payments - Seller shall pay all employee compensation, benefits, vacations, sick time, and all other payments due to its employees for the period up to and including the Closing date.

SECTION 6. Conditions Precedent to Obligations of Buyer - Unless at the Closing, each of the following conditions is either satisfied or waived by Buyer in writing, Buyer shall not be obligated to effect the transactions contemplated by this Agreement:

Representations and Warranties - The representations and warranties of Seller are true and correct at the date of this Agreement and shall be true and correct as of the Closing as if each were made again at that time.

Performance of Covenants - Seller shall have performed and complied in all respects with the covenants and agreements required by this Agreement.

Items to be Delivered at Closing - Seller shall have tendered for deliver to Buyer the following:

Delivery of Shares for Cancellation - Stock certificates representing all of the outstanding securities of Seller duly endorsed in blank or accompanied by duly executed stock powers with all requisite transfer tax stamps attached, which shall be subsequently canceled.

No Adverse Change - There shall not have been a material adverse change in the financial condition of the seller of the Business, whether or not covered by insurance; nor shall any lawsuit be pending that seeks to set aside the Agreement or the transactions contemplated by it.

SECTION 7. Conditions Precedent to Obligations of Seller - Unless, at the closing, each of the following conditions is either satisfied or waived by Seller in writing, Seller shall not be obligated to effect the transactions contemplated by this Agreement.

Delivery of Shares to Escrow - Stock certificates duly issued in the name of each of the shareholders is required to be delivered by this Agreement.

SECTION 8. Agreements to Indemnify

Scope of Indemnity - Subject to the terms and conditions of Section 8, Seller and Buyer (collectively the "Indemnitors") agree, to the fullest extent permitted by Florida Law, to indemnify, defend, and hold harmless Buyer from and against all demands, claims, actions or cause of action, assessments, losses, damages, liabilities, costs and expenses, including, without limitation, interest, penalties and reasonable attorney's fees and expenses, asserted against, related to, resulting from, imposed on or incurred by buyer, directly or indirectly, by reason of, relating to, or resulting from (i) liabilities and obligations of, and claims against, Seller (whether absolute, accrued, contingent or otherwise) existing as of the date of the Closing or arising out of the facts or circumstances existing on or before the date of the Closing; or (ii) a breach of any agreement, representation, or warranty of Seller contained in or made under this Agreement, or any facts or circumstances constituting such a breach; or (iii) any tax or related claim (including, without limitation, claims for interest and penalties) asserted against Seller or relating to the operations of Seller through the date of the Closing.

Indemnification Procedure - Promptly after receipt by Buyer of notice of the making or commencement by any third party of any claim, action, lawsuit or proceeding as to which indemnification may be sought, (a "Third Party Claim") Buyer shall notify Indemnitors in writing of the commencement. The failure to notify Indemnitors shall not relieve Indemnitors from any liability that they may have under this section if Indemnitors are not prejudiced by the lack of such notice. However, if Indemnitors are prejudiced by the lack of such notice, Indemnitors shall not be responsible for that portion of the liability caused by the prejudice resulting from the lack of notice.

SECTION 9. Miscellaneous

Entire Agreement - This Agreement, the Exhibits and the Schedules, including the Plan of Merger, and the Articles of Merger and all the exhibits and schedules hereto, contain all of the terms and conditions agreed on by the parties with reference to the subject matter and supersede all previous agreements, representations and communications between the parties whether written or oral. This Agreement, including any exhibits and schedules hereto, may not be modified or changed except by written instrument signed by all the parties or their respective successors or assigns.

Assignment - This Agreement shall not be assignable by Seller or Buyer, without the express written consent of the other party. This Agreement shall inure to the benefit of, and be binding, on the parties and their respective successors and assigns.

Captions - All section, schedule and exhibit headings are inserted for the convenience of the parties and shall not be used in any way to modify, limit, construe or otherwise affect this Agreement.

Counterparts - This Agreement may be executed in several counterparts, each of which shall be deemed to be an original and which together shall constitute one and the same instrument.

Waiver - Each of the parties may, by written notice to the other, (i) extend the time for the performance of any of the obligations or other actions of the other party; (ii) waive any inaccuracies in the representations or warranties of the other party contained in this Agreement or in any document delivered under this Agreement; (iii) waive compliance with any of the covenants of the other party contained in this Agreement or (iv) waive, in whole or in part performance of any of the obligations of the other party. No action taken under this Agreement, including, but not limited to, the consummation of the closing or any knowledge of or investigation by or on behalf of any party, shall be deemed to constitute a waiver by the party taking such action, possessing such knowledge, or performing such investigation of compliance with the representations, warranties, covenants and agreements contained herein. The waiver by any party of breach of any provision of this Agreement, shall not operate or be construed as a waiver of any subsequent or similar breach.

Controlling Law - This Agreement has been entered into in the State of Florida and shall be governed by, construed under, and enforced in accordance with the laws of Florida.

Gender - Whenever in this Agreement the context so requires, references to the masculine shall be deemed to include the feminine and the neuter, references to the neuter shall be deemed to include the masculine and the feminine, and references to the plural shall be deemed to include the singular and the singular to include the plural.

Further Assurances - Each of the parties shall use all reasonable efforts to bring about the transactions contemplated by this Agreement as soon as practicable, including the execution and delivery of all instruments, assignments and assurances and shall take or cause to be taken such reasonable further or other actions necessary or desirable to carry out the intent and purposes of this Agreement.

Attorney's Fees - In the event a lawsuit is brought to enforce or interpret any part of this Agreement or the rights or obligations of any party to this Agreement, the prevailing party shall be entitled to recover such party's costs of suit and reasonable attorney's fees through all appeals.

References to Agreement- The words "hereof" "herein" "hereunder" and other similar compounds of the word "here" shall mean and refer to the entire Agreement, and not to any particular section, article, provisions, annex, exhibit, schedule or paragraph unless so required by the context.

Schedules and Exhibits - Schedules and Exhibits to this Agreement (and references to part or parts of them) shall, in each instance, include the schedules or exhibits (as the case may be) attached to this Agreement as well as amendments to the schedules or exhibits. All schedules and exhibits shall be deemed an integral part of this Agreement, and are incorporated into this Agreement by reference.

Venue - Any litigation arising under this Agreement shall be instituted in Palm Beach County, Florida, the place where this Agreement was executed. All parties agree that venue shall be proper in that county for all such legal or equitable proceedings.

Severability- Each section, subsection and lesser section of this Agreement constitutes a separate and distinct undertaking, covenant or provision. If any provision of this Agreement shall be determined to be unlawful, that provision shall be deemed severed from this Agreement, but every other provision of this Agreement shall remain in full force and effect.

Rights in Third Parties - Except as otherwise specifically provided, nothing expressed or implied in this Agreement is intended, or shall be construed, to confer on or give any person, firm or corporation, other than the parties and their respective shareholders, any rights or remedies under or by reason of this Agreement.

Expenses - Each party shall pay its own expenses in connection with the negotiation and consummation of the transactions contemplated by this Agreement.

SECTION 10. Interpretation and Enforcement

Notices -Any notice, request, demand, or other communication required of permitted under this Agreement may be delivered in person, delivered by certified mail, return receipt requested, or delivered by facsimile transmission. Deliveries by certified mail or by facsimile

transmission will be sent to the address of the respective party as first indicated above or as may be updated in the future in writing by either party.

Counterpart Executions - This agreement may be executed in any number of counterparts, each of which shall be deemed an original.

Partial Invalidity - If any term of this agreement is held by a court of competent jurisdiction to be void and unenforceable, the remainder of the contract terms shall remain in full force and effect.

Applicable Law - The validity, interpretation and performance of this agreement shall be controlled by and construed under the laws of the State of Florida.

Approvals - The office bearers and members of each constituent entity to this Merger Agreement have approved by the voting percentages required by the articles, operating agreement, and law the terms and conditions of this Agreement.

The Merger Agreement shall be signed by Jameel K. Abdullah, on behalf of J&R Surgical Solutions, and by Robert Greer, on behalf of ARMS Inc.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

Attest:

ARMS INC.
A Florida Corporation, Buyer

By: RG
(Corporate Seal)

By: KAR
President

Attest:

J&R Surgical Solutions, LLC.
A Florida Limited Liability Company, Seller

By: JKR
(Corporate Seal)

By: [Signature]
President

Exhibit A

SHARE EXCHANGE OF ISSUED AND OUTSTANDING STOCK OF ARMS INC.

Jameel K. Abdullah	51%	51 shares
Rob Greer	49%	49 shares

Exhibit B

None.