

P14000019197

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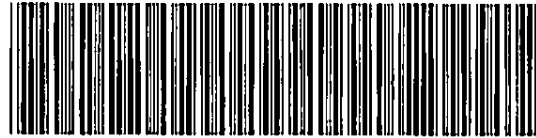
(Business Entity Name)

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SECRETARY OF STATE
TALLAHASSEE, FL

Morgan

05/18/19

PC

COVER LETTER

TO: Amendment Section
Division of Corporations

SUBJECT: NMB THERAPEUTICS, INC
Name of Surviving Corporation

The enclosed Articles of Merger and fee are submitted for filing.

Please return all correspondence concerning this matter to following:

Roger Fidler Esq
Contact Person

Law Offices of Roger Fidler
Firm/Company

1522 Gardner Drive
Address

Lutz, Florida 33559
City/State and Zip Code

RFidler0099@aol.com
E-mail address: (to be used for future annual report notification)

For further information concerning this matter, please call:

Roger Fidler At (201) 220-8734
Name of Contact Person Area Code & Daytime Telephone Number

☒ Certified copy (optional) \$8.75 (Please send an additional copy of your document if a certified copy is requested)

STREET ADDRESS:
Amendment Section
Division of Corporations
Clifton Building
2661 Executive Center Circle
Tallahassee, Florida 32301

MAILING ADDRESS:
Amendment Section
Division of Corporations
P.O. Box 6327
Tallahassee, Florida 32314

ARTICLES OF MERGER

(Profit Corporations)

The following articles of merger are submitted in accordance with the Florida Business Corporation Act, pursuant to section 607.1105, Florida Statutes.

First: The name and jurisdiction of the surviving corporation:

<u>Name</u>	<u>Jurisdiction</u>	<u>Document Number</u> (If known/ applicable)
NMB Therapeutics, Inc.	Florida	P14000019197

Second: The name and jurisdiction of each merging corporation:

<u>Name</u>	<u>Jurisdiction</u>	<u>Document Number</u> (If known/ applicable)
NMB Therapeutics, Inc.	New York	5342609

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Third: The Plan of Merger is attached.

Fourth: The merger shall become effective on the date the Articles of Merger are filed with the Florida Department of State.

OR ____ / ____ / ____ (Enter a specific date. NOTE: An effective date cannot be prior to the date of filing or more than 90 days after merger file date.)

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.

Fifth: Adoption of Merger by surviving corporation - (COMPLETE ONLY ONE STATEMENT)

The Plan of Merger was adopted by the shareholders of the surviving corporation on _____.

The Plan of Merger was adopted by the board of directors of the surviving corporation on
April 24, 2019 _____ and shareholder approval was not required.

Sixth: Adoption of Merger by merging corporation(s) (COMPLETE ONLY ONE STATEMENT)

The Plan of Merger was adopted by the shareholders of the merging corporation(s) on _____.

The Plan of Merger was adopted by the board of directors of the merging corporation(s) on
April 24, 2019 _____ and shareholder approval was not required.

(Attach additional sheets if necessary)

Seventh: SIGNATURES FOR EACH CORPORATION

Name of Corporation

Signature of an Officer or Director

Typed or Printed Name of Individual & Title

NMB Therapeutics, Inc.(N'Y)

Paul E. Lee

Melvin Ehrlich, President

NMB Therapeutics, Inc.(FL.)

And Elia

Melvin Ehrlich, President

PLAN OF MERGER

(Non Subsidiaries)

The following plan of merger is submitted in compliance with section 607.1101, Florida Statutes, and in accordance with the laws of any other applicable jurisdiction of incorporation.

First: The name and jurisdiction of the surviving corporation:

Name

Jurisdiction

NMB Therapeutics, Inc.

Florida

Second: The name and jurisdiction of each merging corporation:

Name

Jurisdiction

NMB Therapeutics, Inc.

New York

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

See attached Plan of Merger

Fourth: The manner and basis of converting the shares of each corporation into shares, obligations, or other securities of the surviving corporation or any other corporation or, in whole or in part, into cash or other property and the manner and basis of converting rights to acquire shares of each corporation into rights to acquire shares, obligations, or other securities of the surviving or any other corporation or, in whole or in part, into cash or other property are as follows:

(Attach additional sheets if necessary)

THE FOLLOWING MAY BE SET FORTH IF APPLICABLE:

Amendments to the articles of incorporation of the surviving corporation are indicated below or attached:

OR

Restated articles are attached:

Other provisions relating to the merger are as follows:

Each share of common stock of NMB Therapeutics, Inc., the Merging New York corporation, shall convert into 100,000 shares of the common stock of NMB Therapeutics, Inc., the Surviving Florida corporation.

AGREEMENT AND PLAN OF MERGER

between

NMB Therapeutics, Inc.
a Florida profit corporation
(the "SURVIVING CORPORATION"),

&

NMB Therapeutics, Inc.,
an New York profit corporation
(the "MERGING CORPORATION")

This Agreement and Plan of Merger is entered into as of May 1, 2019, by and between NMB Therapeutics, Inc., a New York profit corporation (the "Merging Corporation"), and NMB Therapeutics, Inc., a Florida profit corporation (the "Surviving Corporation"), which two corporations are sometimes called in this Agreement and Plan of Merger the "Parties".

WHEREAS, Surviving Corporation is a Florida profit corporation commonly known as a 'C' corporation recently reorganized for the purpose of facilitating the merger of two corporations.

WHEREAS, Merging Corporation is a New York for profit corporation, commonly known as a 'C' corporation.

WHEREAS, the Boards of Directors of the Parties deem it advisable and in the best interests of their respective corporations that Merging Corporation merge with and into Surviving Corporation in accordance with the provisions of the applicable statutes of both the State of Florida and the State of New York for the purposes of changing the state of domestication of Merging Corporation from New York to Florida whilst maintaining the name of Merging Corporation as NMD Therapeutics, Inc.

WHEREAS, the Parties desire and intend hereby to effectuate an "F-reorganization" in accordance Section 368(a)(1)(F) of the Code in order to achieve the stated purposes of this undertaking between them.

NOW, THEREFORE, the Parties agree each with the other, to merge into a single profit corporation organized under the laws of the State of Florida, which shall be NMB Therapeutics, Inc., the Surviving Corporation, pursuant to the laws of both the State of Florida and the State of New York, agree upon and prescribe the terms and conditions of the merger as follows.

1. Parties to the Merger.

1.1. Merging Corporation. The merging corporation is NMD Therapeutics, Inc., a New York profit 'C' corporation (the "Merging Corporation"). This corporation is a corporation as defined under Section 102 (a) (4) of the NY Business Corporation Law.

1.2. Surviving Corporation. The Surviving Corporation is NMD Therapeutics, Inc., a Florida profit corporation.

2. Terms and Conditions of the Merger.

2.1. Effective Date. The Effective Date of the Merger shall be the last day of the month in which this Agreement and Plan of Merger and Articles of Merger are filed in the office of the Secretary of State of Florida.

- 2.2. Transitions Upon Merger. Survivor.** On the Effective Date of the Merger, the following shall immediately and automatically occur:
- 2.3. Corporate Existence.** Merging Corporation shall be merged with and into Surviving Corporation and the separate existence of Merging Corporation shall cease. The Parties shall become a single corporation named "NMB Therapeutics, Inc.," which shall be the Surviving Corporation.
- 2.4. Directors.** The Directors who compose the Board of Directors of the Merging Corporation shall automatically become the Directors composing the Board of Directors of the Surviving Corporation, vested with all of the rights, privileges, entitlements, duties and authorities that Directors of the Board of Directors of the Merging Corporation possess.
- 2.5. Officers.** The Officers of the Merging Corporation shall automatically become the Officers of the Surviving Corporation, vested with all of the rights, privileges, entitlements, duties and authorities that Officers of the Merging Corporation possess. Such officers of the Surviving Corporation shall hold office from that date until their successors have been chosen, elected, or appointed according to law and the Charter and Bylaws of the Surviving Corporation.
- 2.6. Surviving Corporation.** The Surviving Corporation shall: (i) possess all of the rights, privileges, powers, and franchises of a public nature of a Florida profit, public benefit corporation; and (ii) become subject to all of the restrictions, disabilities and duties of each of the Parties and to all of the singular rights, privileges, powers and franchises of each of those corporations; and become vested with all property, real, personal and mixed, all debts due to each of the Parties on whatever account, and all other things in action or belonging to each of those corporations. All property, assets, rights, privileges, powers, franchises, and immunities, and all and every other interest shall be thereafter as effectually the property of the Surviving Corporation as they were of the respective Parties, and shall not revert or be in any way impaired by reason of the Merger, provided, however, that all rights of creditors and all liens upon any property of either of the Parties shall be preserved unimpaired and all debts, liabilities, obligations, and duties of the respective Parties shall thenceforth attach to the Surviving Corporation, and may be enforced against it to the same extent as if those debts, liabilities, obligations and duties had been incurred or contracted by it.
- 2.7. Assets and Liabilities.** The assets and liabilities of the Parties shall be taken up or continued, as the case may be, on the books of the Surviving Corporation at the amounts at which they respectively are carried on the books of the respective Parties immediately prior to the Effective Date of the Merger.
- 2.8. Cooperation of the Parties.** From time to time, as and when requested by the Surviving Corporation, or by its successors or assigns, Merging Corporation shall execute and deliver or cause to be executed and delivered all such deeds or other instruments and shall take or cause to be taken all such further or other actions as the Surviving Corporation or its successors or assigns may deem necessary or desirable in order to carry out the intent and purpose of this Agreement and Plan of Merger. If the Surviving Corporation shall at any

time deem that any further assignments or assurances of law or any other acts are necessary or desirable to vest, perfect, or confirm of record or otherwise title to any property or to enforce any claims of Merging Corporation acquired by the Surviving Corporation under this Agreement and Plan of Merger, then the proper officers of the Surviving Corporation at the time are specifically authorized as attorneys in fact of Merging Corporation (this appointment being irrevocable as one coupled with an interest) to execute and deliver any and all such proper deeds, assignments, and assurances of law and to do all such other acts in the name and on behalf of Merging Corporation or otherwise as those officers shall deem necessary or appropriate.

3. **Manner and Basis Converting Shareholdings of Merging Corporation into Shareholdings of Surviving Corporation.** Immediately upon the Effective Date of the Merger, the shareholders of the Merging Corporation shall automatically become shareholders of the Surviving Corporation, vested with all of the rights, privileges and entitlements that the members of the Surviving Corporation possess. No member shall receive or be paid cash or other remuneration in connection with the transfer of its membership from the Merging Corporation to the Surviving Corporation. For each share of the common stock of the Merging Corporation, the shareholder of the Merging Corporation shall receive 100,000 share of the common stock of the Surviving Corporation.

4. **Amendments to the Charter or Bylaws of the Surviving Corporation to be Effected by the Merger.**

- 4.1. **Charter.** The Charter of Surviving Corporation shall continue to be the Charter of the Surviving Corporation until amended in accordance with the laws of the State of Florida. The Charter may be certified separately from this Agreement and Plan of Merger as the Charter of the Surviving Corporation.

- 4.2. **Bylaws.** The Bylaws of Merging Corporation in effect immediately prior to the Effective Date of the Merger shall automatically become the Bylaws of the Surviving Corporation until altered or repealed in a manner provided by those Bylaws, the Charter, and the laws of the State of Florida.

5. **Other Provisions Relating to the Merger.**

- 5.1. **Expenses of Merger.** The Merging Corporation shall pay all expenses of accomplishing the Merger.

- 5.2. **Approval by Board of Directors and Members.** This Agreement and Plan of Merger has been approved and adopted by the Board of Directors and by the Members of each of the Parties, in accordance with the requirements of the applicable provisions of the laws of the State of New York and the State of Florida. The officers of each of the Parties shall execute all such other documents and shall take all other actions as may be necessary or advisable to make this Agreement and Plan of Merger effective.

- 5.3. **Amendments to This Agreement and Plan of Merger.** This Agreement and Plan of Merger may be amended at any time prior to, but not after the filing date of this Agreement and Plan

of Merger and Articles of Merger or of the Certificate of Merger, whether before or after the meetings of the members of either or both of the Parties approving and adopting this Agreement and Plan of Merger, as may be deemed by the Boards of Directors of the Parties to be necessary, advisable or expedient to clarify the intentions of the parties, to change the Effective Date of the Merger, or to modify the provisions with respect to the filing recording of this Agreement and Plan of Merger and Articles of Merger and the Certificate of Merger in Order to Facilitate such filing or recording and the consummation of the Merger. The respective Boards of Directors of the Parties are hereby authorized to amend this Agreement and Plan of Merger as provided in this Section 5.3 and in Section 2.4.1.

5.4. Termination of Agreement and Plan of Merger. Anything in this Agreement and Plan of Merger or elsewhere to the contrary notwithstanding, this Agreement and Plan of Merger may be terminated and abandoned at any time before the Effective Date of the Merger by mutual consent of the Parties, expressed by appropriate resolutions of their respective Boards of Directors.

5.5. Law.

5.5.1. The action undertaken hereby is the merger of two for profit 'C' corporations in accordance with Florida Business Corporation Act 607.1101 to 11101. Since both of the Parties involved in the merger are for profit 'C' corporations no approval from a court of record of the state having equity jurisdiction is required.

IN WITNESS WHEREOF, this Agreement and Plan of Merger has been executed by the duly authorized officers of Surviving Corporation and Merging Corporation as of the day and year first above written.

NMB Therapeutics, Inc. (The Surviving Corporation)

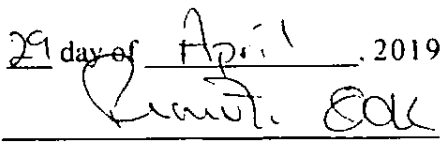
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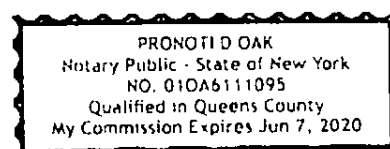
Title: Melvin Ehrlich, President

STATE OF NEW YORK
COUNTY OF Nassau

Before the undersigned, a Notary Public in and for said County and State, personally appeared Melvin Ehrlich with whom I am personally acquainted. (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself to be an authorized officer of **NMB Therapeutics, Inc.**, a profit corporation, and that he as such authorized officer, executed the foregoing instrument for the purpose therein contained, by signing the name of the corporation by himself as such authorized officer.

Witness my hand and official seal at , New York, this 29 day of April, 2019.

My Commission Expires 6/7/20 Notary Public 



The officers of the merging corporation that will be the officers of the surviving corporation are:

President	Melvin Ehrlich
Sole Director	Melvin Ehrlich
Treasurer	Dan Fisher
Secretary	Melvin Ehrlich