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JANIS E. HARRIS

SEP 04 2015

W PAINTER

**COVER LETTER**

**TO:** Charter Section  
Division of Corporations

**SUBJECT:** BOTANIKA RESEARCH LABORATORIES, INC.

Name of Resulting Florida Profit Corporation

The enclosed Certificate of Conversion, Articles of Incorporation, and fees are submitted to convert an "Other Business Entity" into a "Florida Profit Corporation" in accordance with s. 607.1115, F.S.

Please return all correspondence concerning this matter to:

Dennis L. Johnson, Ph.D.

Contact Person

BOTANIKA RESEARCH LABORATORIES, INC.

Firm/Company

3591 SW Bimini Circle N

Address

Palm City FL 34990

City, State and Zip Code

Dennis@botanikaresearch.com

E-mail address: (to be used for future annual report notification)

For further information concerning this matter, please call:

Dennis Johnson

at ( 772 ) 286 0230

Name of Contact Person

Area Code and Daytime Telephone Number

Enclosed is a check for the following amount:

- |                                               |                                                                               |                                                                                |                                                                                                |
|-----------------------------------------------|-------------------------------------------------------------------------------|--------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------|
| <input type="checkbox"/> \$105.00 Filing Fees | <input type="checkbox"/> \$113.75 Filing Fees<br>and Certificate of<br>Status | <input checked="" type="checkbox"/> \$113.75 Filing Fees<br>and Certified Copy | <input type="checkbox"/> \$122.50 Filing Fees,<br>Certified Copy, and<br>Certificate of Status |
|-----------------------------------------------|-------------------------------------------------------------------------------|--------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------|

**STREET ADDRESS:**

New Filings Section  
Division of Corporations  
Clifton Building  
2661 Executive Center Circle  
Tallahassee, FL 32301

**MAILING ADDRESS:**

New Filings Section  
Division of Corporations  
P. O. Box 6327  
Tallahassee, FL 32314

**Certificate of Conversion**  
For  
**"Other Business Entity"**  
Into  
**Florida Profit Corporation**

This Certificate of Conversion **and attached Articles of Incorporation** are submitted to convert the following "Other Business Entity" into a Florida Profit Corporation in accordance with s. 607.1115, Florida Statutes.

1. The name of the "Other Business Entity" immediately prior to the filing of this Certificate of Conversion is:

BOTANIKA RESEARCH LABORATORIES, LLC

Enter Name of Other Business Entity

2. The "Other Business Entity" is a Limited Liability Company  
(Enter entity type. Example: limited liability company, limited partnership,  
general partnership, common law or business trust, etc.)

first organized, formed or incorporated under the laws of Florida  
(Enter state, or if a non-U.S. entity, the name of the country)

on June 24, 2004

Enter date "Other Business Entity" was first organized, formed or incorporated

3. If the jurisdiction of the "Other Business Entity" was changed, the state or country under the laws of which it is now organized, formed or incorporated:

4. The name of the Florida Profit Corporation as set forth in the **attached Articles of Incorporation**:

BOTANIKA RESEARCH LABORATORIES, INC.

Enter Name of Florida Profit Corporation

5. If not effective on the date of filing, enter the effective date:\_\_\_\_\_.

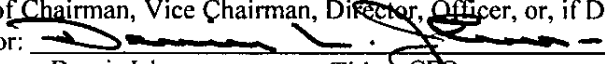
(The effective date: 1) cannot be prior to nor more than 90 days after the date this document is filed by the Florida Department of State; **AND** 2) must be the same as the effective date listed in the attached Articles of Incorporation, if an effective date is listed therein.)

**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.

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SECRETARY OF STATE  
201 484 346 P. 1 (2-13)

Signed this 20th day of August, 2015.

**Required Signature for Florida Profit Corporation:**

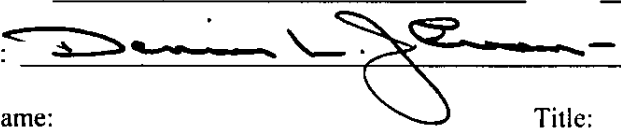
Signature of Chairman, Vice Chairman, Director, Officer, or, if Directors or Officers have not been selected, an Incorporator: 

Printed Name: Dennis Johnson Title: CEO

**Required Signature(s) on behalf of Other Business Entity:** [See below for required signature(s).]

Signature: \_\_\_\_\_

Printed Name: Dennis Johnson Title: CEO, Managing Member

Signature: 

Printed Name: \_\_\_\_\_ Title: \_\_\_\_\_

Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_ Title: \_\_\_\_\_

Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_ Title: \_\_\_\_\_

Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_ Title: \_\_\_\_\_

Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_ Title: \_\_\_\_\_

**If Florida General Partnership or Limited Liability Partnership:**

Signature of one General Partner.

**If Florida Limited Partnership or Limited Liability Limited Partnership:**

Signatures of ALL General Partners.

**If Florida Limited Liability Company:**

Signature of a Member or Authorized Representative.

**All others:**

Signature of an authorized person.

**Fees:**

|                                             |                   |
|---------------------------------------------|-------------------|
| Certificate of Conversion:                  | \$35.00           |
| Fees for Florida Articles of Incorporation: | \$70.00           |
| Certified Copy:                             | \$8.75 (Optional) |
| Certificate of Status:                      | \$8.75 (Optional) |

**ARTICLES OF INCORPORATION**  
**In compliance with Chapter 607 and/or Chapter 621, F.S. (Profit)**

**ARTICLE I    NAME**

The name of the corporation shall be: Botanika Research Laboratories, Inc.

**ARTICLE II    PRINCIPAL OFFICE**

The principal place of business/mailing address is:

Principal street address

Mailing address, if different is:

3591 SW Bimini Circle N

P. O. Box 2358

Palm City, FL 34990

Palm City, FL 34991

**ARTICLE III    PURPOSE**

The purpose for which the corporation is organized is:

General Business

**ARTICLE IV    SHARES**

The number of shares of stock is: 100,000,000

**ARTICLE V    INITIAL OFFICERS AND/OR DIRECTORS**

Name and Title: Dennis L. Johnson, Ph.D. CEO

Name and Title: Wilson Rondini Director

Address: 3591 SW Bimini Circle N

Address: 114 Lewis Lane

Palm City, FL 34990

Wheaton, IL 60189

Name and Title: John S. Leite, Ph.D. Director

Name and Title: \_\_\_\_\_

Address: 8440 Thor Road

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

Cordova, TN 38018

Name and Title: Donna E. Johnson, BSN Director

Name and Title: \_\_\_\_\_

Address: 571 Farmbrook Trail NE

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

Kennesaw, GA 30144

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15 AUG 31 AM 2:09  
SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

**ARTICLE VI REGISTERED AGENT**

The **name and Florida street address** (P.O. Box **NOT** acceptable) of the registered agent is:

Name: Dennis L. Johnson, Ph.D.  
Address: 3591 SW Bimini Circle N  
Palm City, FL 34990

**ARTICLE VII INCORPORATOR**

The **name and address** of the Incorporator is:

Name: Dennis L. Johnson, Ph.D.  
Address: 3591 SW Bimini Circle N  
Palm City, FL 34990

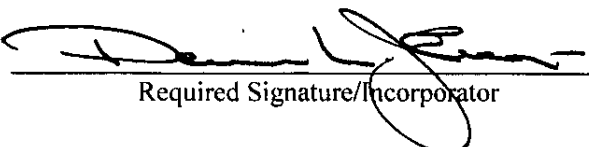
\*\*\*\*\*

*Having been named as registered agent to accept service of process for the above stated corporation at the place designated in this certificate, I am familiar with and accept the appointment as registered agent and agree to act in this capacity*

  
Required Signature/Registered Agent

8-26-15  
Date

*I submit this document and affirm that the facts stated herein are true. I am aware that any false information submitted in a document to the Department of State constitutes a third degree felony as provided for in s.817.155, F.S.*

  
Required Signature/Incorporator

8-26-15  
Date

FILED  
15 AUG 31 AM 2:09  
SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

**ARTICLES OF INCORPORATION  
OF  
BOTANIKA RESEARCH LABORATORIES, INC.**

I, the undersigned natural person of the age of twenty-one (21) years or more, acting as organizer of a corporation under the Florida Business Organizations Code, do hereby adopt the following ARTICLES OF INCORPORATION, for such corporation. These ARTICLES OF INCORPORATION amends, and entirely replaces, the Articles of Organization of LLC previously filed with the Secretary of State Florida.

**ARTICLE I FORMATION**

- 1.1. Name. The name of the Corporation is Botanika Research Laboratories, Inc.
- 1.2. Purpose. The purpose of the Corporation is to engage in any lawful acts or activities for which corporations may be organized under the FGCL. The Corporation shall have such powers as are necessary to or reasonably associated with the accomplishment of the foregoing purposes.
- 1.3. Principal Place of Business. The principal place of business of the Corporation shall be at 3591 "SW" Bimini Circle N Palm City FL 34990. The Corporation may locate its place or places of business at any other place or places, as the Board of the Corporation may from time to time deem advisable.
- 1.4. Registered Office. The address of the Corporation's registered office in the State of FLORIDA is 3591 "SW" Bimini Circle N Palm City FL 34990. The name of the registered agent at such address is Dennis L Johnson Ph.D.
- 1.5. Term. The term of the Corporation shall be for a perpetual period commencing on the effective date of the filing and continuing thereafter, unless the Corporation is earlier dissolved in accordance with these Articles or the provisions of the FGCL.
- 1.6. Incorporator. The name and address of the incorporator are as follows:

| NAME                   | ADDRESS                                      |
|------------------------|----------------------------------------------|
| Dennis L Johnson Ph.D. | 3591 "SW" Bimini Circle N Palm City FL 34990 |

**ARTICLE II STOCK**

2.1 Issuance of Stock. The Corporation is authorized to issue shares of Common Stock and Preferred Stock. The total number of shares of Stock that the Corporation shall have authority to issue is 100,000,000 shares, consisting of (a) 95,000,000 shares of Common Stock, \$0.0001 par value per share, and (b) 5,000,000 shares of Preferred Stock, \$0.0001 par value per share, consisting of (i) 2,500,000 shares of Series A Preferred Stock, (ii) 2,500,000 additional undesignated preferred shares. The Board of the Corporation is authorized, subject to the limitations prescribed by the FGCL and the provisions of the Certificate of Incorporation, to provide for the issuance of undesignated shares of preferred stock in one or more series, to establish from time to time the number of shares to be included in each such series and to fix the designations, voting powers, preferences, rights and qualifications, limitations or restrictions of the shares of the preferred stock of each such series, as shall be stated in a resolution or resolutions of the Board.

2.2 Conversion of Series A Convertible Preferred Stock. The holders of the Series A Preferred Stock have conversion rights as follows (the "Series A Conversion Rights"):

| Conversion of Series A Preferred Stock                                                            | Conversion Mechanics.                                                                             |
|---------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------|
| The Holder may, at any time prior to these Shares being redeemed, at its sole option, convert all | Upon conversion of these Shares, the Shareholder shall surrender the Certs, duly endorsed, at the |

principal and accrued interest into Shares of the Company at the conversion price of \$1.00 share each into 1.25 Common Shares.

principal offices of the Company (or a notice to the effect that the original Note has been lost, stolen or destroyed and an agreement acceptable to the Company whereby the Holder agrees to indemnify the Company from any loss incurred by it in connection with this Note). The Company shall, as soon as practicable thereafter, cause to be issued and delivered to the Holder a certificate or certificates for the number of Shares to which the Holder shall be entitled upon such conversion. No fractional shares shall be issued upon conversion of this Note.

- 2.3 General Provisions Relating to the Common Stock. The Common Stock shall be subject to the express terms of each class of Common Stock, if any differing classes are so issued, and any Series thereof. Subject to the preferential dividend rights applicable to shares of any class or series of Preferred Stock, the holders of shares of Common Stock shall be entitled to receive when, as and if declared by the Board of Directors, out of funds legally available therefor, dividends and other distributions payable in cash, property, stock (including shares of any class or series of this Corporation, whether or not shares of such class or series are already outstanding), return of paid in capital, or otherwise. In the event of any voluntary or involuntary liquidation, dissolution or winding up of this Corporation, and after distribution in full of the preferential amounts, if any, to be distributed to the holders of shares of the Preferred Stock, or a sum sufficient for such payment has been set aside, the holders of shares of Common Stock shall be entitled to receive all of the remaining assets of this Corporation available for distribution to its shareholders, ratably in proportion to the number of shares of Common Stock held by them.
- 2.4 Each share of Common Stock shall have one (1) vote on all matters that are submitted to shareholders for vote.
- 2.5 Shares of Common Stock may be issued by this Corporation for such consideration as is determined by the Board of Directors. The Board of Directors shall have the power to cause this Corporation to purchase, out of funds legally available therefor, shares of Common Stock from such persons and for such consideration as the Board of Directors shall from time to time in its discretion determine, and as otherwise permitted by law.
- 2.6 Shares of Common Stock, or any class or series of Common Stock, that shall be issued and thereafter acquired by this Corporation through purchase, redemption (whether through the operation of a sinking fund or otherwise), conversion, exchange or otherwise shall, upon appropriate filing and recording to the extent required by law, have the status of authorized and unissued shares of Common Stock and may be reissued as part of such class or series or as part of any other class or series of Common Stock. Unless otherwise provided in the resolution or resolutions of the Board of Directors providing for the issuance thereof, the number of authorized shares of stock of any class or series of Common Stock may be increased or decreased (but not below the number of shares thereof then outstanding) by resolution or resolutions of the Board of Directors and appropriate filing and recording to the extent required by law. In case the number of shares of any such class or series of Common Stock shall be decreased, the shares representing such decrease shall, unless otherwise provided in the resolution or resolutions of the Board of Directors providing for the issuance thereof, resume the status of authorized but unissued shares of Common Stock, undesignated as to class or series.
- 2.7 The shares of each class or series of the Common Stock may vary from the shares of any other class or series thereof in any or all of the foregoing respects.
- 2.8 General Provisions Relating to the Preferred Stock. The Board of Directors of this Corporation is authorized, subject to limitations prescribed by law, to provide from time to time for the issuance of the shares of Preferred Stock in one or more classes or series, and by filing an amendment to the Articles of Incorporation pursuant to the applicable law of the State of Florida, to establish from time to time the number of shares to be included in each such class or series, and to fix the designation, voting, powers, preferences and rights of the shares or each such class or series and any qualifications, limitations or restrictions thereof. The shares of each class or series of the Preferred Stock may vary from the shares of any other class or series thereof in any or all of the foregoing respects. Shares of any class or series of Preferred Stock that shall be issued and thereafter



acquired by this Corporation through purchase, redemption (whether through the operation of a sinking fund or otherwise), conversion, exchange or otherwise shall, upon appropriate filing and recording to the extent required by law, have the status of authorized and unissued shares of Preferred Stock and may be reissued as part of such class or series or as part of any other class or series of Preferred Stock. Unless otherwise provided in the resolution or resolutions of the Board of Directors providing for the issuance thereof, the number of authorized shares of stock of any class or series of Preferred Stock may be increased or decreased (but not below the number of shares thereof then outstanding) by resolution or resolutions of the Board of Directors and appropriate filing and recording to the extent required by law. In case the number of shares of any such class or series of Preferred Stock shall be decreased, the shares representing such decrease shall, unless otherwise provided in the resolution or resolutions of the Board of Directors providing for the issuance thereof, resume the status of authorized but unissued shares of Preferred Stock, undesignated as to class or series.

- 2.9 The following classes and series of Common and Preferred Stock are established hereby, with such limitations of issuance, voting rights, and other rights or limitations as described hereby, and may be issued as described hereof upon the affirmative resolution of the Board of Directors:
- 2.10 Each Common Shares, par value \$0.0001, are entitled to one (1) vote per share on all matters that are submitted to shareholders for vote.
- 2.11 Series A Convertible Preferred Stock. This series of preferred stock of the Corporation is issued with a stated value of \$1.00.
- 2.12 Series A Convertible Preferred Stock DESIGNATION AND AMOUNT; DIVIDENDS

**a) Designation**

The designation of said series of preferred stock shall be Series A Convertible Preferred Stock, \$1.00 stated value per share (the "Series A Preferred Stock").

**b) Number of Shares**

The number of shares of Series A Convertible Preferred Stock authorized shall be two million five hundred thousand (2,500,000) shares.

**c) Dividends**

Any future terms with respect to dividends shall be determined by the Board consistent with the Corporation's Certificate of Incorporation. Any and all such future terms concerning dividends shall be reflected in an amendment to this Certificate, which the Board shall promptly file or cause to be filed.

**d) Interest-"Coupon"**

Interest payable on each Share shall be Ten Percent (10%) Per Annum

**e) Liquidation and Redemption Rights**

Upon the occurrence of a Liquidation Event (as defined below), the holders of the Series A Convertible Preferred Stock are entitled to receive preferential payments from net assets on a pro rata basis after debt payment. Each holder of the Series A Convertible Preferred Stock is entitled to receive ratably any dividends declared by the Board, if any, out of funds legally available for the payment of dividends. As used herein, "Liquidation Event" means (i) the liquidation, dissolution or winding-up, whether voluntary or involuntary, of the Corporation, (ii) the purchase or redemption by the Corporation of shares of any class of stock or the merger or consolidation of the Corporation with or into any other corporation or corporations, unless (a) the holders of the Series A Convertible Preferred Stock receive securities of the surviving corporation having substantially similar rights as the Series A Convertible Preferred and the stockholders of the Corporation immediately prior to such transaction are holders of at least a majority of the securities of the successor corporation immediately thereafter (the "Permitted Merger") or (b) the sale, license or lease of all or substantially all, or any material part of, the Corporation's assets.

**f) Conversion**

Holders of shares of the Series A Convertible Preferred Stock shall have the right to convert those shares into Common Stock

**g) Rank**

All shares of the Series A Convertible Preferred Stock shall rank (i) junior to the Corporation's Common Stock (ii) junior to any class or series of capital stock of the Corporation hereafter created specifically ranking, by its terms, senior to the Series A Convertible Preferred Stock, in each case as to distribution of assets upon liquidation, dissolution or winding up of the Corporation, whether voluntary or involuntary.

DLJ-

**h) Voting Rights**

Each share of the Series A Convertible Preferred Stock shall have voting rights equal to one (1) vote of Common Shares. With respect to all matters upon which stockholders are entitled to vote or to which stockholders are entitled to give consent, the holders of the outstanding shares of the Series A Convertible Preferred Stock shall vote together with the holders of Common Stock without regard to class, except as to those matters on which separate class voting is required by applicable law or the Corporation's Certificate of Incorporation or by-laws.

**i) Protection Provisions**

So long as any shares of the Series A Convertible Preferred Stock are outstanding, the Corporation shall not, without first obtaining the written consent of the holders of the Series A Convertible Preferred Stock, alter or change the rights, preferences or privileges of the Series A Convertible Preferred Stock.

**j) Miscellaneous**

Status of Redeemed Stock: In case any shares of the Series A Convertible Preferred Stock shall be redeemed or otherwise repurchased or reacquired, the shares so redeemed, repurchased, or reacquired shall resume the status of authorized but unissued shares of preferred stock, and shall no longer be designated as Series A Preferred Stock.

**ARTICLE V**

No holder of any shares of capital stock of the Corporation shall be entitled as a matter of right, preemptive or otherwise, to subscribe for or purchase any class of stock of the Corporation, now or hereafter authorized to be issued, or class of stock held in the treasury of the Corporation, whether issued or sold for cash or other consideration or as a dividend or otherwise. Any such class of stock may be issued or disposed of by the Board of Directors to such persons and on such terms as in its discretion it shall deem advisable.

**ARTICLE VI**

Shareholders of the Corporation shall have the right of cumulative voting at any election of directors or upon any other matter.

**ARTICLE VII**

A special meeting of the shareholders of the Corporation may be called by the holders of at least 51 percent of the shares entitled to vote at the proposed special meeting.

**ARTICLE VIII**

The address of the Corporation's registered office is 3591 "SW" Bimini Circle N Palm City FL 34990 and the name of its registered agent at such address is Dennis L. Johnson.

**ARTICLE IX**

The Board shall consist a minimum of three (3) and up to seven (7) persons, unless the Charter is amended to state otherwise.

**ARTICLE X**

A director of the Corporation shall not be liable to the Corporation or its shareholders for monetary damages for an act or omission in the director's capacity as a director, except to the extent that the director is found liable for (i) any breach of the director's duty of loyalty to the Corporation or its shareholders; (ii) acts or omissions not in good faith that constitute a breach of duty of the director to the Corporation or acts or omissions that involve intentional misconduct or knowing violation of law; (iii) for any transaction from which the director received an improper benefit, whether or not the benefit resulted from an action taken within the scope of the director's office; or (iv) any act or omission for which

the liability of the director is expressly provided for by an applicable statute.

#### **ARTICLE XI**

The Corporation shall indemnify its directors and may indemnify its officers, employees or agents to the full extent permitted by law if any such person was or is a party, or is threatened to be made a party, to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative, by reason of the fact that he is or was a director, officer, employee or agent of the Corporation, or is or was serving at the request of the Corporation as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise, against expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by him in connection with such action, suit or proceeding. Such right of indemnification shall not be deemed exclusive of any other rights to which such person may be entitled under any bylaw, agreement, and vote of shareholders or otherwise. The Corporation shall pay or reimburse reasonable expenses incurred by a director who was, is or is threatened to be made a named defendant or respondent in a proceeding in advance of the final disposition of the proceeding and without the determination or authorization otherwise required under the FBOC after the Corporation receives the written affirmation and written undertaking of such director.

Having been named as registered agent to accept service of process for the above stated corporation at the place designated in this certificate, I am familiar with and accept the appointment as registered agent and agree to act in this capacity

  
Required Signature/Registered Agent August 20, 2015  
Dennis L. Johnson,

I submit this document and affirm that the facts stated herein are true. I am aware that any false information submitted in a document to the Department of State constitutes a third degree felony as provided for in s.817.155, F.S.

  
Dennis L. Johnson, CEO August 20, 2015  
Required Signature/Incorporator

FILED  
15 AUG 31 AM 2:09  
SECRETARY OF STATE  
TALLAHASSEE FLORIDA

**PLAN AND AGREEMENT OF MERGER BETWEEN  
BOTANIKA RESEARCH LABORATORIES, INC., A FLORIDA CORPORATION  
AND  
BOTANIKA RESEARCH LABORATORIES, LLC, A FLORIDA LIMITED LIABILITY COMPANY**

THIS PLAN AND AGREEMENT OF MERGER, dated as of August 27, 2105, is made by and between Botanika Research Laboratories, Inc., a corporation organized and existing under the laws of the State of Florida (the "**Corporation**"), and Botanika Research Laboratories, LLC a limited liability company organized and existing under the laws of the State of Florida (the "**LLC**"). The Corporation and the LLC are hereinafter sometimes referred to as the "**Constituent Entities**".

WHEREAS, the members of the LLC (the "**Members**") are parties to the Amended and Restated Operating Agreement of the LLC, dated March 27, 2013, (the "**Operating Agreement**"); which states:

***Article IV. Management of the Company***

**4.01**

*(b) Specifically, but not by way of limitation, and subject to all other provisions of this Agreement (including the provisions of Section 3.12 hereof), the Board of Directors shall be authorized in the name of and on behalf of the Company, to do all things necessary or appropriate to carry on the business and purposes of the Company, including, without limitation, the following:*

*(18) to determine the Company's exit strategy or liquidity event, including converting the LLC to a "C" Corp and electing to go public, reversing or forward splitting the Units to Shares and such other action deemed appropriate to bring maximum shareholder value.*

WHEREAS, the LLC Board Unanimously agreed in a Written Consent dated June 8, 2015 that it was in the best interest of the LLC to convert the LLC into a newly formed C corporation, Botanika Research Laboratories, Inc. (the "**Corporation**") and voted unanimously (i) in favor of the merger of the LLC with the Corporation (the "**Merger**"), (ii) to exchange all LLC membership units (the "**Units**") for shares of stock in the Corporation, and (iii) to take any actions and execute any documents reasonably requested by the LLC's Board (the "**Board**")

And thereafter the LLC Board voted unanimously in fulfillment of the Board's obligations under the Operating Agreement in favor of and consented to and ratified (i) the Merger under the Plan and Agreement of Merger, (ii) the form of Articles of Incorporation and bylaws of the Corporation.

IT WAS FURTHER RESOLVED, that the new Board of the Corporation was authorized to do such further acts and to execute and deliver such further certificates and documents as they may deem necessary or desirable to complete the Merger, and that all actions taken by them, the members of the Board, or the other officers of the LLC in furtherance of the Merger prior to the date of this consent were consented to, approved and ratified.

WHEREAS, the Corporation is a newly formed Florida corporation

WHEREAS, the provisions of the General Corporation Law of the State of Florida (hereinafter referred to as the "**FGCL**"), the laws governing the Corporation, authorize the merger of a corporation organized under the laws of the State of Florida with a limited liability company of any other state that permits such a merger.



NOW, THEREFORE, in consideration of the premises and the mutual covenants and provisions hereinafter set forth, the parties hereto agree that the LLC shall be merged into the Corporation, and that the terms and conditions of such merger and the mode of carrying the same into effect, shall be as follows:

1. The Merger. On the Effective Date (as defined in Section 7 below), the LLC and the Corporation shall be merged into a single entity on the terms and conditions hereinafter set forth and in accordance with the applicable provisions of the Act, the FGCL and the Operating Agreement, by the LLC merging into the Corporation (the "**Merger**"), and with the Corporation being the surviving entity. The separate existences of the Corporation and the LLC shall cease and the existence of the Corporation, under the name "**Botanika Research Laboratories, Inc.**" shall continue unaffected and unimpaired by the Merger with all the rights, privileges, immunities and powers, and subject to all the duties and liabilities of a corporation organized under the FGCL.
2. Articles of Incorporation and By-Laws. The new Articles of Incorporation and By-Laws of the Corporation shall continue until such time as the same may be duly amended.
3. Board of Directors. The board of directors of the Corporation shall be Dennis L. Johnson, Ph.D., John S. Leite Ph. D., Donna E. Johnson BSN, Wilson Rondini subject to the terms of the Articles of Incorporation and bylaws of the Corporation and applicable law.
4. Effect of Merger. At and after the Effective Date, the Corporation shall possess all the rights, privileges, immunities, powers and franchises of a public or a private nature, and shall be subject to all of the duties and liabilities of each of the Constituent Entities; all property, real, personal and mixed, and all debts due to each of the Constituent Entities on whatever account shall be deemed to be transferred to and vested in the Corporation without further action or deed; and the title to any real estate, or any interest therein vested by deed or otherwise in each of the Constituent Entities, shall not revert or be in any way impaired; but all rights of creditors and all liens upon any property of each of the Constituent Entities shall be preserved unimpaired, and all liabilities and obligations of each of the Constituent Entities shall thenceforth attach to the Corporation and may be enforced against it to the same extent as if such liabilities and obligations had been incurred or contracted by it. If at any time the Corporation shall determine or be advised that any further actions, assignments or assurances are necessary or desirable to vest in the Corporation, according to the terms hereof, the title of any property or rights of the LLC, the last acting board of Directors ("managers") of the LLC shall execute and make all such proper assignments and assurances and do all things necessary or proper to carry out the purposes of this Plan and Agreement of Merger.
5. Transfers of Ownership of Units. Five (5) business days prior to the Effective Date, the membership unit transfer books of the LLC shall be closed and there shall be no further registration of transfers of LLC membership units thereafter on the records of LLC.
6. Manner and Basis of Conversion of Membership Units. Conversion of Units. On the Effective Date, all LLC membership units, including any warrants to acquire the same, which shall then be outstanding shall, by virtue of the Merger and without any action on the part of the holder thereof, be converted, respectively, into shares of stock of the Corporation or into warrants to acquire shares of stock, as follows:
  - a) **Common Units of the LLC.** Each LLC common membership unit of any series owned by a Member shall become Two Thousand Four Hundred (2400) shares of common stock, \$0.0001 par value per share, of the Corporation;
  - b) **Common Non-Voting Units of the LLC.** Each LLC common membership unit of any series owned by a Member shall become Two Thousand Four Hundred (2400) shares of common stock, \$0.0001 par value per share, of the Corporation



- c) **Replacement of LLC Warrants.** Each warrant to purchase LLC membership units shall be cancelled and/or replaced with a warrant to purchase shares of stock of the Corporation of the equivalent number and class, with the same expiration date, and upon equivalent terms as such warrant holder would have received pursuant to this Plan and Agreement of Merger if such warrant to purchase LLC membership units had been exercised by the warrant holder prior to the Merger; provided, however, that each warrant holder shall be required to return each original LLC warrant to the Corporation before such replacement warrant shall be provided by the Corporation. In the event that an original LLC warrant cannot be located, the warrant holder shall provide to the Corporation a duly executed affidavit of lost warrant with respect to such LLC warrant, in a form reasonably acceptable to the Corporation, together with an agreement to indemnify the Corporation with respect to such lost LLC warrant, in a form reasonably acceptable to the Corporation, and, if requested by the Corporation, the posting by the warrant holder of a bond, in such reasonable amount as the Corporation may direct, as indemnity against any claim that may be made against it with respect to such LLC warrant
  - d) **Letter of Transmittal; Certificates.** After the conversion each Member shall receive: (a) a letter of transmittal (the "**Letter of Transmittal**"); (b) a copy of the Articles of Incorporation, bylaws and (c) instructions to surrender of the certificates representing ownership of LLC membership (each a "**Units Certificate**") units in exchange for certificates representing shares of stock of the Corporation (each a "**Stock Certificate**"), as set forth in this Plan of Merger.
  - e) **Member Obligations.** Each Member shall be required to, in accordance with the Letter of Transmittal, deliver to the Corporation (a) all Units Certificate(s) representing such Member's ownership of LLC membership units, duly endorsed in blank or accompanied by stock powers or other instruments of transfer duly executed in blank; or if lost (b) a duly executed affidavit of lost certificate with respect to the Units Certificate(s), in a form reasonably acceptable to the Corporation, together with an agreement to indemnify the Corporation with respect to such lost Units Certificate(s), in a form reasonably acceptable to the Corporation, and, if requested by the Corporation, the posting by such Member of a bond, in such reasonable amount as the Corporation may direct, as indemnity against any claim that may be made against it with respect to such Units Certificate(s).
  - f) **Issuance of Stock and Stock Certificate.** Either after delivery of a valid share certificate to previous LLC members or before delivery in which case upon (a) surrender by a Member of its Units Certificate(s) for cancellation (or a lost certificate affidavit together with an indemnification agreement as set forth above) to the Corporation, together with (b) delivery of a copy of the Stockholder Agreement of the Corporation executed by the Member, such Member shall be entitled to receive, in exchange therefor upon the Effective Date, such Member's shares of stock in the Corporation, in accordance with above, and the Units Certificate(s) so surrendered shall be cancelled and a new Stock Certificate(s) shall be issued.
7. **Effective Date of the Merger.** The effective date of the Merger (the "**Effective Date**") shall be 12:01 A.M. on August 27, 2015, provided that, prior to such date, the Plan of Merger shall have been duly filed with the Secretary of State of the State of Florida in accordance with the provisions of the FGCL.
8. **No Further Ownership Rights in LLC.** The Stock Certificates delivered upon the surrender for exchange of Units Certificates in accordance with the terms hereof shall be deemed to have been issued in full satisfaction of all rights pertaining to such LLC membership units. Any Units Certificate that is not surrendered in accordance with above shall be deemed from and after the Effective Date, for all purposes, to be canceled and void, provided that the right to obtain a Stock Certificate upon fulfillment of the requirements set forth in this Plan and Agreement of Merger shall continue following the Effective Date.
9. **Actions by Parties.** Each of the Corporation and the LLC will take all such commercially reasonable and lawful action as may be necessary or desirable in order to effectuate the Merger in accordance with this Plan and Agreement of Merger as promptly as possible. If, at any time after the Effective
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Date, any further action is necessary or desirable to carry out the purposes of this Plan and Agreement of Merger and to vest the Corporation with full right, title and possession to all assets, property, rights, privileges, power and franchises of the LLC, the officers and directors of the Corporation are fully authorized to take, and will take, all such lawful and necessary action, so long as such action is not inconsistent with this Plan and Agreement of Merger.

10. **Amendment.** This Plan and Agreement of Merger may be amended by an instrument in writing signed by each of the parties hereto, at any time prior to the Effective Date.
11. **Counterparts; Electronic Signatures.** This Plan and Agreement Merger may be executed in any number of counterparts, each of which shall be deemed to be an original instrument and all of which together shall constitute a single agreement with facsimile or electronic signatures, which may be relied upon as originals.

IN WITNESS WHEREOF, this Plan and Agreement of Merger has been executed by the parties hereto as of the date first above written.

**BOTANIKA RESEARCH LABORATORIES, INC.**

By: \_\_\_\_\_

Dennis L. Johnson, CEO

**BOTANIKA RESEARCH LABORATORIES, LLC**

By: \_\_\_\_\_

Dennis L. Johnson, CEO

State of Florida  
County of Martin  
On this 26 day of August, 2015  
before me personally appeared  
Dennis L. Johnson  
to me known to be the person who executed the  
foregoing instrument, and acknowledged that he  
executed the same as his free act and deed.  
SEAL (signed) Susan Slack  
NOTARY PUBLIC



FILED  
15 AUG 30 1 AM '15  
MARLIN, FLORIDA  
COUNTY CLERK