

COVER LETTER

TO: Amendment Section
Division of Corporations

SUBJECT: PRACTICAL HOMEOPATHY, 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:

MICHAEL SCHIAVONE, ESQ.

Contact Person

LIPSITZ GREEN SCIME CAMBRIA LLP

Firm/Company

42 DELAWARE AVENUE, SUITE 120

Address

BUFFALO, NY 14202-3924

City/State and Zip Code

perry@joettecalabrese.com

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

For further information concerning this matter, please call:

MICHAEL SCHIAVONE, ESQ.

Name of Contact Person

At (716) 844-3500

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)

FILE
18 JAN 17 PM 1:18

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)
Practical Homeopathy Inc.	Florida	P17000092031

Second: The name and jurisdiction of each merging corporation:

<u>Name</u>	<u>Jurisdiction</u>	<u>Document Number</u> (If known/ applicable)
Joette Calabrese, Inc.	New York	N/A

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 01 / 08 / 2018 (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 January 2, 2018

~~The Plan of Merger was adopted by the board of directors of the surviving corporation on~~
~~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 January 2, 2018

~~The Plan of Merger was adopted by the board of directors of the merging corporation(s) on~~
~~and shareholder approval was not required.~~

(Attach additional sheets if necessary)

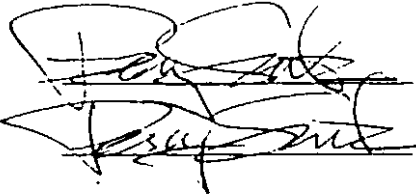
Seventh: SIGNATURES FOR EACH CORPORATION

Name of Corporation

Signature of an Officer or
Director

Typed or Printed Name of Individual & Title

Practical Homeopathy, Inc.



Perry Smith

✓ President

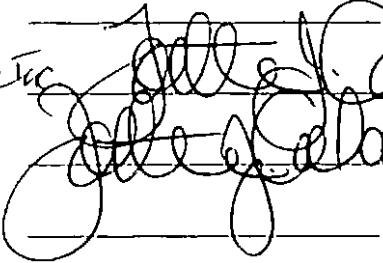
Joette Calabrese, Inc.



Perry Smith

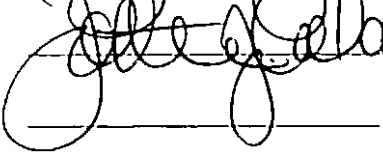
✓ President

Practical Homeopathy, Inc.



Joette Calabrese
President

Joette Calabrese, Inc.



Joette Calabrese
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:

<u>Name</u>	<u>Jurisdiction</u>
<u>Practical Homeopathy, Inc.</u>	<u>Florida</u>

Second: The name and jurisdiction of each **merging** corporation:

<u>Name</u>	<u>Jurisdiction</u>
<u>Joette Calabrese, Inc.</u>	<u>New York</u>
<u> </u>	<u> </u>
<u> </u>	<u> </u>
<u> </u>	<u> </u>
<u> </u>	<u> </u>

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

See Agreement of Merger and Plan of Merger attached.

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:

See Agreement of Merger and Plan of Merger attached.

(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:

See Agreement of Merger and Plan of Merger attached.

**AGREEMENT OF MERGER
and
PLAN OF MERGER**

Agreement of Merger and Plan of Merger of JOETTE CALABRESE, INC., a New York corporation (hereinafter called "JCI - NEW YORK") and PRACTICAL HOMEOPATHY INC., a Florida corporation (hereinafter called "PHI - FLORIDA").

WHEREAS:

1. The Boards of Directors of JCI - NEW YORK and PHI - FLORIDA have resolved that JCI - NEW YORK be merged pursuant to the Florida Business Corporation Act and the Business Corporation Law of New York into a single corporation existing under the laws of the State of Florida, to wit, PRACTICAL HOMEOPATHY INC., which shall be the surviving corporation (such corporation in its capacity as such surviving corporation being sometimes referred to herein as the "Surviving Corporation") in a transaction qualifying as a reorganization within the meaning of Section 368(a)(1)(F) of the Internal Revenue Code;
2. The authorized capital stock of JCI - NEW YORK consists of 200 shares of Common Stock with no par value per share (hereinafter called "JCI - NEW YORK Common Stock"), of which 200 shares are issued and outstanding;
3. The authorized capital stock of PHI - FLORIDA consists of 1,000 shares of Common Stock with no par value per share (hereinafter called "PHI - FLORIDA Common Stock"), 200 shares of which are issued and outstanding; and
4. The respective Boards of Directors of JCI - NEW YORK and PHI - FLORIDA have approved the merger upon the terms and conditions hereinafter set forth and have approved this Agreement;

NOW, THEREFORE, in consideration of the premises and the mutual agreements, provisions, and covenants herein contained, the parties hereto hereby agree in accordance with the Florida Business Corporation Act and the Business Corporation Law of the State of New York that JCI - NEW YORK shall be, at the Effective Date (as hereinafter defined), merged (hereinafter called "Merger") into a single corporation existing under the laws of the State of Florida, to wit, PHI - FLORIDA, which shall be the Surviving Corporation, and the parties hereto adopt and agree to the following agreements, terms, and conditions relating to the Merger and the mode of carrying the same into effect.

1. Stockholders' Meetings; Filings; Effects of Merger

1.1 JCI - NEW YORK Stockholders' Meeting. JCI - NEW YORK shall call a meeting of its stockholders to be held in accordance with the Business Corporation Law of the State of New York at the earliest practicable date, upon due notice thereof to its stockholders to consider and vote

upon, among other matters, adoption of this Agreement.

1.2 PHI - FLORIDA Stockholders' Meeting. JCI - FLORIDA shall call a meeting of its stockholders to be held in accordance with the Florida Business Corporation Act at the earliest practicable date, upon due notice thereof to its stockholders to consider and vote upon, among other matters, adoption of this Agreement.

1.3 Filing of Certificate of Merger; Effective Date. If (a) this Agreement is adopted by the stockholders of JCI - NEW YORK in accordance with the Business Corporation Law of the State of New York, (b) this Agreement is adopted by the stockholders of PHI - FLORIDA in accordance with the Florida Business Corporation Act, and (c) this Agreement is not thereafter, and has not theretofore been, terminated or abandoned as permitted by the provisions hereof, then Articles of Merger shall be filed and recorded in accordance with the Florida Business Corporation Act and a Certificate of Merger shall be filed in accordance with the Business Corporation Law of the state of New York. Such filings shall be made on the same day. The Merger shall become effective on January 10, 2018 at 12:01 AM, which date and time are herein referred to as the "Effective Date."

1.4 Certain Effects of Merger. On the Effective Date, the separate existence of JCI - NEW YORK shall cease, and JCI - NEW YORK shall be merged into PHI - FLORIDA which, as the Surviving Corporation, shall possess all the rights, privileges, powers, and franchises, of a public as well as of a private nature, and be subject to all the restrictions, disabilities, and duties of JCI - NEW YORK; and all and singular, the rights, privileges, powers, and franchises of JCI - NEW YORK, and all property, real, personal, and mixed, and all debts due to JCI - NEW YORK on whatever account, as well for stock subscriptions and all other things in action or belonging to JCI - NEW YORK, shall be vested in the Surviving Corporation; and all property, rights, privileges, powers, and franchises, and all and every other interest shall be thereafter as effectually the property of the Surviving Corporation as they were of JCI - NEW YORK, and the title to any real estate vested by deed or otherwise, under the laws of Florida or New York or any other jurisdiction, in JCI - NEW YORK, shall not revert or be in any way impaired; but all rights of creditors and all liens upon any property of JCI - NEW YORK shall be preserved unimpaired, and all debts, liabilities, and duties of JCI - NEW YORK shall thenceforth attach to the Surviving Corporation and may be enforced against it to the same extent as if said debts, liabilities, and duties had been incurred or contracted by it. At any time, or from time to time, after the Effective Date, the last acting officers of JCI - NEW YORK or the corresponding officers of the Surviving Corporation, may, in the name of JCI - NEW YORK, execute and deliver all such proper deeds, assignments, and other instruments and take or cause to be taken all such further or other action as the Surviving Corporation may deem necessary or desirable in order to vest, perfect, or confirm in the Surviving Corporation title to and possession of all JCI - NEW YORK's property, rights, privileges, powers, franchises, immunities, and interests and otherwise to carry out the purposes of this Agreement.

1.5 Certain Requirements of New York Law. JCI - FLORIDA agrees that, subject to the provisions of New York Business Corporation Law Section 623 (Procedure to enforce shareholder's right to receive payment for shares), it will promptly pay to the shareholders of JCI - NEW YORK the amount, if any, to which they shall be entitled under the provisions of the

Business Corporation Law relating to the right of shareholders to receive payment for their shares.

2. Name of Surviving Corporation; Certificate of Incorporation; By-Laws

2.1 Name of Surviving Corporation. The name of the Surviving Corporation from and after the Effective Date shall be PRACTICAL HOMEOPATHY INC.

2.2 Certificate of Incorporation. The Certificate of Incorporation of PHI - FLORIDA as in effect on the date hereof shall from and after the Effective Date be, and continue to be, the Certificate of Incorporation of the Surviving Corporation until changed or amended as provided by law.

2.3 By-Laws. The By-Laws of PHI - FLORIDA, as in effect immediately before the Effective Date, shall from and after the Effective Date be, and continue to be, the By-Laws of the Surviving Corporation until amended as provided therein.

3. Status and Conversion of Securities

The manner and basis of converting the shares of the capital stock of JCI - NEW YORK and the nature and amount of securities of PHI - FLORIDA which the holders of shares of JCI - NEW YORK Common Stock are to receive in exchange for such shares are as follows:

3.1 JCI - NEW YORK Common Stock. Each one share of JCI - NEW YORK Common Stock which shall be issued and outstanding immediately before the Effective Date shall, by virtue of the Merger and without any action on the part of the holder thereof, be converted at the Effective Date into one fully paid share of PHI - FLORIDA Common Stock, and outstanding certificates representing shares of JCI - NEW YORK Common Stock shall thereafter represent shares of PHI - FLORIDA Common Stock. Such certificates may, but need not be, exchanged by the holders thereof after the merger becomes effective for new certificates for the appropriate number of shares bearing the name of the Surviving Corporation.

3.2 PHI - FLORIDA Common Stock Held by JCI - NEW YORK. All issued and outstanding shares of PHI - FLORIDA Common Stock held by JCI - NEW YORK immediately before the Effective Date shall, by virtue of the Merger and at the Effective Date, cease to exist and certificates representing such shares shall be cancelled.

4. Miscellaneous

4.1. This Agreement of Merger and Plan of Merger may be terminated and the proposed Merger abandoned at any time before the Effective Date of the Merger, and whether before or after approval of this Agreement of Merger by the shareholders of JCI - NEW YORK, if the Board of Directors of JCI - NEW YORK or of the Surviving Corporation duly adopt a resolution abandoning this Agreement of Merger and Plan of Merger.

4.2. For the convenience of the parties hereto and to facilitate the filing of this Agreement of

Merger and Plan of Merger, any number of counterparts hereof may be executed; and each such counterpart shall be deemed to be an original instrument.

IN WITNESS WHEREOF, this Agreement has been executed by JCI – NEW YORK and PHI - FLORIDA, Inc. all on the date first above written.

[SIGNATURE PAGE FOLLOWS]

JOETTE CALABRESE, INC.
(JCL - NEW YORK)

By 
President

PRACTICAL HOMEOPATHY INC.
(PHI - FLORIDA)

By 
President