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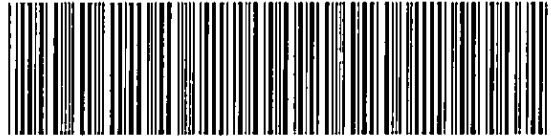
(Business Entity Name)

(Document Number)

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19 DEC 19 3:41 P: 14  
19 DEC 12 AM 10: 55  
FILED  
TALLAHASSEE, FLORIDA

DEC 13 2019  
S. YOUNG

**Sunshine State Corporate Compliance Company**

3458 Lakeshore Drive, Tallahassee, Florida 32312

(850) 656-4724

DATE 12/12/2019

**\*\*WALK IN\*\***

ENTITY NAME DR. JILL'S FOOT PADS INC.

DOCUMENT NUMBER \_\_\_\_\_

**\*\*PLEASE FILE THE ATTACHED AND RETURN\*\***

\_\_\_\_\_  
XXXX  
\_\_\_\_\_

*Plain Copy*

*Certified Copy*

*Certificate of Status*

**\*\*PLEASE OBTAIN THE FOLLOWING FOR THE ABOVE ENTITY\*\***

\_\_\_\_\_  
*Certified Copy of Arts & Amendments*

\_\_\_\_\_  
*Certificate of Good Standing*

\_\_\_\_\_  
Cert Copy of Restated Arts & Amends if available. If not provide Cert. Copy of Arts & Amends.

**\*\*APOSTILLE' / NOTARIAL CERTIFICATION\*\***

COUNTRY OF DESTINATION \_\_\_\_\_

NUMBER OF CERTIFICATES REQUESTED \_\_\_\_\_

TOTAL OWED 78.75

CHECK # 7034

*Please call Tina at the above number for any issues or concerns. Thank you so much!*

**COVER LETTER**

**TO:** Amendment Section  
Division of Corporations

**SUBJECT:** DR. JILL'S FOOT PADS 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:

Jill Scheur  
Contact Person

Dr. Jill's Foot Pads Inc.  
Firm Company

384 S. MILITARY TRAIL  
Address

DEERFIELD BEACH, FL 33442  
City, State and Zip Code

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

For further information concerning this matter, please call:

Courney L. Scanlon - c/o Hodgson Russ LLP At ( 716 ) 848-1538  
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> <small>(If known, applicable)</small>
DR. JILL'S FOOT PADS INC.	FLORIDA	P19000090986

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

<u>Name</u>	<u>Jurisdiction</u>	<u>Document Number</u> <small>(If known, applicable)</small>
DR. JILL'S FOOT PADS INC.	NEW YORK	2783308

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 TALLAHASSEE, FLORIDA

**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.)

**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 12-10-2019

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 12-10-2019

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

DR. JILL'S FOOT PADS INC.

*Jill Scheur*

Jill Scheur, President

DR. JILL'S FOOT PADS INC.

*Jill Scheur*

Jill Scheur, President

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## AGREEMENT AND PLAN OF MERGER

**THIS AGREEMENT AND PLAN OF MERGER** (this "Agreement and Plan of Merger"), dated the 10th day of December, 2019 between Dr. Jill's Foot Pads Inc., a New York corporation ("Jill-NY") and Dr. Jill's Foot Pads Inc., a Florida corporation (the "Jill-FL"), said entities being collectively referred to as the "Constituent Entities."

**WHEREAS**, the directors of Jill-NY and the directors of Jill-FL deem it advisable that Jill-NY be merged into Jill-FL in accordance with the New York Business Corporation Law (the "BCL") and the Florida Statutes (the "FS") (collectively, the "Laws").

**NOW THEREFORE**, in consideration of the promises and of the mutual agreements herein contained, the Constituent Entities hereby agree, and do hereby plan to merge upon the terms and conditions below stated.

1.1. The Merger. Upon the terms of this Agreement and Plan of Merger, and in accordance with the applicable provisions of the Laws, Jill-NY will be merged with and into Jill-FL (the "Merger"). Following the Merger, Jill-FL shall continue in existence as the entity to survive the Merger and the separate corporate existence of Jill-NY will cease.

1.2. Approval of the Merger. This Agreement and Plan of Merger shall be submitted to the shareholders of Jill-NY and the shareholders of Jill-FL, as provided by the provisions of the Laws, and will take effect, and be deemed taken to be the Agreement and Plan of Merger of the Constituent Entities only upon the approval or adoption thereof by the shareholders of each of the Constituent Entities.

1.3. Certificates of Merger and Effective Time. Upon approval of the Merger in accordance with Section 1.2, Jill-NY and Jill-FL will consummate the Merger by filing (i) with the Department of State of the State of Florida a Certificate of Merger and (ii) with the Department of State of the State of New York a Certificate of Merger, each to be effective as of the date and time of the completion of such filings. The date and time on which the Merger becomes effective is herein called the "Effective Time."

1.4. Mode of Effecting the Merger. The mode of carrying the Merger into effect and the manner and basis for converting or exchanging the shares of capital stock of Jill-NY into securities, cash or other property of Jill-FL, will be as follows: Upon the Effective Time, (a) each share of common stock of Jill-NY which is then issued and outstanding shall be canceled and will cease to be outstanding and (b) each share of common stock of Jill-FL, which is then issued and outstanding shall remain issued and outstanding.

1.5. Effects of the Merger.

(a) The Merger will have the effect set forth in Section 607.1105 of the FS and Section 907 of the BCL.

(b) No changes or amendments are desired in the Articles of Incorporation or By-Laws of Jill-FL. No changes are desired regarding the registered agents of Jill-FL.

1.6. Capitalization of Disappearing Corporation and Surviving Entity.

(a) As of the date of this Agreement and Plan of Merger, the authorized capital stock of Jill-NY consists of Two Hundred (200) shares of common stock, of which One Hundred (100) shares are issued and outstanding. The outstanding shares of Jill-NY are owned by Jill Scheur and are validly issued, fully paid and non-assessable. The number of issued and outstanding shares of Jill-NY are not subject to change prior to the Effective Time.

(b) As of the date of this Agreement and Plan of Merger, the authorized capital stock of Jill-FL consists of Two Hundred (200) shares of common stock, of which One Hundred (100) shares are issued and outstanding. The outstanding shares of Jill-FL are owned by Jill Scheur and are validly issued, fully paid and non-assessable. The number of issued and outstanding shares of Jill-FL are not subject to change prior to the Effective Time.

1.7. Articles of Incorporation and By-Laws. Upon completion of the Merger, the Certificate of Incorporation and By-Laws of Jill-NY in effect immediately prior to the Effective Time, shall cease to be in effect and the current Articles of Incorporation and By-Laws of Jill-FL shall govern Jill-FL.

1.8. Deliveries by the Constituent Entities.

(a) On or prior to the Effective Time, Jill-NY will deliver to Jill-FL all documents, instruments and writings required to be delivered to Jill-FL by Jill-NY at or prior to the Effective Time pursuant to this Agreement and Plan of Merger or otherwise required in connection herewith.

(b) On or prior to the Effective Time, Jill-FL will deliver to Jill-NY all other documents, instruments and writings required to be delivered to Jill-NY by Jill-FL at or prior to the Effective Time pursuant to this Agreement and Plan of Merger or otherwise required in connection herewith.

1.9. Right to Abandon Merger. The directors of Jill-NY and the directors of Jill-FL shall each have the power, in their discretion, to abandon the Merger provided for herein at any time prior to the filing of both the Certificates of Merger pursuant to Section 1.3 of this Agreement and Plan of Merger.

1.10. Amendment. Subject to applicable law, this Agreement and Plan of Merger may be amended, modified or supplemented at any time prior to the Effective Time with respect to any of the terms contained herein, but only by written agreement of Jill-NY and Jill-FL.

1.11. Notices. All notices and other communications hereunder shall be in writing and shall be deemed given if delivered personally or by facsimile transmission, or mailed by registered or certified mail (return receipt requested), postage prepaid, to the parties at the address of such party first stated above, or at such other address for a party as shall be specified by like notice.

1.12. Expenses. All expenses incurred in connection with the Merger shall be assumed and paid by Jill-FL.

1.13. Governing Law. This Agreement and Plan of Merger will be construed, interpreted and the rights of the parties determined in accordance with the laws of the State of Florida.

1.14. Headings. The article and section headings contained in this Agreement and Plan of Merger are solely for the purpose of reference, are not part of the agreement of the parties and shall not in any way affect the meaning or interpretation of this Agreement and Plan of Merger.

1.15. Entire Agreement. This Agreement and Plan of Merger, including the documents, certificates and instruments referred to herein, embodies the entire agreement and understanding by the parties hereto in respect of the transactions contemplated by this Agreement and Plan of Merger and supersedes all prior agreements, representations, warranties, promises, covenants, arrangements, communications, and understandings, oral or written, express or implied, between the parties with respect to such transactions. There are no agreements, representations, warranties, promises, covenants, arrangements or understandings, other than those expressly set forth or referred to herein.

[SIGNATURE PAGE TO FOLLOW]



IN WITNESS WHEREOF, the Constituent Entities have caused this Agreement and Plan of Merger to be duly executed as of the date first written above.

DR. JILL'S FOOT PADS INC., a New York corporation

By: Jill Scheur  
Name: Jill Scheur  
Title: President

DR. JILL'S FOOT PADS INC., a Florida corporation

By: Jill Scheur  
Name: Jill Scheur  
Title: President