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**MERGER OR SHARE EXCHANGE
VISTAFLOR E-COMMERCE USA CORP.**

Certificate of Status	0
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Page Count	10
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Merger

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**ARTICLES OF MERGER OF
VISTAFLOR CORPORATION
INTO
VISTAFLOR E-COMMERCE USA CORP.**

In Accordance With Section 607.1105, Florida Statutes

**ARTICLE I
Names and Surviving Corporation**

The names and state of incorporation of the corporations which are parties to the merger are:

<u>Name</u>	<u>Jurisdiction</u>	<u>Entity Type</u>	<u>Document Number</u>
VISTAFLOR CORPORATION	Florida	Corporation	P00000046857
VISTAFLOR E-COMMERCE USA CORP.	Delaware	Corporation	4920896 (Delaware file number)

VISTAFLOR E-COMMERCE USA CORP. shall be the surviving corporation.

**ARTICLE II
Plan of Merger**

The Plan of Merger, which was approved by each corporation that is a party to the merger in accordance with the Florida Business Corporation Act, is attached hereto as **Exhibit A**.


**ARTICLE III
Date of Adoption**

The date of adoption of the Plan of Merger by the board of directors and shareholders of each of the merging domestic corporation and of the surviving corporation was December 2, 2015.

**ARTICLE IV
Effective Date**

The merger shall be effective on December 21, 2015.

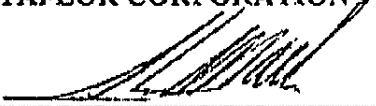
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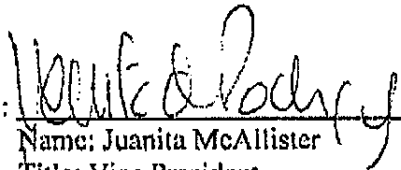
Articles of Merger
Vistaflor Corporation into Vistaflor E-commerce USA Corp.
Page 2 of 2

Dated this 2nd day of December, 2015.

VISTAFLOR CORPORATION

By: 
Name: Alvaro McAllister
Title: President

VISTAFLOR E-COMMERCE USA CORP.

By: 
Name: Juanita McAllister
Title: Vice President

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TALLAHASSEE, FLORIDA

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AGREEMENT AND PLAN OF MERGER

This **AGREEMENT AND PLAN OF MERGER** (the "Agreement") is entered into as of December 2, 2015 (the "Execution Date") by and between **VISTAFLOR CORPORATION**, a Florida corporation ("Vistaflor Florida"), and **VISTAFLOR E-COMMERCE USA CORP.**, a Delaware corporation ("Vistaflor Delaware"). Vistaflor Florida and Vistaflor Delaware are sometimes referred to herein, individually, as a "Party" and collectively, as the "Parties."

BACKGROUND

The Parties to this Agreement believe it is in the best interest of both companies to merge Vistaflor Florida into Vistaflor Delaware, with Vistaflor Delaware being the surviving corporation (the "Merger"). The respective Boards of Directors of Vistaflor Florida and Vistaflor Delaware have adopted resolutions approving this Agreement, in accordance with the Delaware General Corporation Law and the Florida Business Corporation Act.

TERMS

For the reasons set forth above and in consideration of the covenants herein contained, the Parties agree as follows:

1. **Merger.** Upon the terms and subject to the conditions set forth in this Agreement, and in accordance with the Delaware General Corporation Law and the Florida Business Corporation Act, Vistaflor Florida shall merge into and become a part of Vistaflor Delaware (the "Surviving Corporation"), and the separate corporate existence of Vistaflor Florida shall cease.

a. **Effective Time of the Merger.** Subject to the terms and conditions of this Agreement, the certificate of merger (the "Certificate of Merger") shall be executed and filed with the Secretary of State of the State of Delaware, and the articles of merger (the "Articles of Merger") shall be executed and filed with the Secretary of State of Florida at or as soon as practicable after the Closing (as defined in Section 1(b)). The Merger shall become effective on December 21, 2015 (the "Effective Time").

b. **Closing.** Subject to the terms and conditions of this Agreement, the closing of the Merger (the "Closing") will take place as soon as practicable after satisfaction or waiver of the latest to occur of the conditions set forth in Section 9 hereof (the "Closing Date").

2. **Changes to Certificate of Incorporation.** The Certificate of Incorporation of Vistaflor Delaware as in effect immediately prior to the Effective Time shall be the Certificate of Incorporation of the Surviving Corporation until thereafter amended in accordance with Delaware law.

3. **Changes to Bylaws.** The Bylaws of Vistaflor Delaware as in effect immediately prior to the Effective Time shall be the Bylaws of the Surviving Corporation until thereafter amended in accordance with Delaware law.

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4. Effects of Merger.

a. The Merger shall have the effect provided therefor by Delaware and Florida law. As of the Effective Time of the Merger, the Surviving Corporation shall succeed to, without other transfer, and shall possess and enjoy, all the rights, privileges, immunities, powers and franchises both of a public and private nature, and be subject to all the restrictions, disabilities and duties of Vistaflor Florida; and all the property, real, personal and mixed, and all debts due on whatever account, and all other choses in action, and all and every other interest of or belonging to or due Vistaflor Florida, shall be deemed to be transferred to and vested in the Surviving Corporation without further act or deed, and the title to any property or any interest therein, vested in Vistaflor Delaware, shall not revert to or be in any way impaired by reason of the Merger.

b. The Surviving Corporation shall be responsible and liable for all the liabilities and obligations of Vistaflor Florida and any claims existing by or against Vistaflor Florida may be prosecuted to judgment as if the Merger had not occurred, or the Surviving Corporation may be substituted in the place of Vistaflor Florida. The rights of any creditors of Vistaflor Florida shall not be impaired by the Merger. The Surviving Corporation shall execute and deliver any and all documents which may be required for it to assume or otherwise comply with any outstanding obligations of Vistaflor Florida.

5. Share Conversion. As of the Effective Time, by virtue of the Merger and without any action on the part of the shareholders of Vistaflor Delaware or Vistaflor Florida:


a. Each issued and outstanding share of common stock of Vistaflor Delaware immediately prior to the Effective Time shall remain outstanding and no cash or other consideration shall be paid therefor.

b. Each issued and outstanding share of Vistaflor Florida immediately prior to the Effective Time shall be converted into one share of Vistaflor Delaware.

6. Representations and Warranties of Vistaflor Florida. Vistaflor Florida hereby makes the following representations and warranties to Vistaflor Delaware:

a. Organization and Qualification. Vistaflor Florida is a corporation, duly incorporated, validly existing and in good standing under the laws of the State of Florida, with the requisite corporate power and authority to own and use its properties and assets and to carry on its business as currently conducted.

b. Authorization; Enforcement. Vistaflor Florida has the requisite corporate power and authority to enter into and to consummate the transactions contemplated by this Agreement, and otherwise to carry out its obligations hereunder. The execution and delivery of this Agreement by Vistaflor Florida and the consummation by it of the transactions contemplated hereby have been duly authorized by all necessary action on the part of Vistaflor Florida, its board of directors and shareholders and no further action is required by Vistaflor Florida. This Agreement has been duly executed by Vistaflor Florida and, when delivered in accordance with the terms hereof, will constitute the valid and binding obligation of Vistaflor Florida enforceable against Vistaflor Florida in accordance with its terms. Vistaflor Florida is not in violation of any of the provisions of its articles of incorporation or bylaws.



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c. No Conflicts. The execution, delivery and performance of this Agreement by Vistaflor Florida and the consummation by Vistaflor Florida of the transactions contemplated hereby do not and will not (i) conflict with or violate any provision of Vistaflor Florida's articles of incorporation or bylaws (each as amended through the date hereof); (ii) conflict with, or constitute a default (or an event which with notice or lapse of time, or both would become a default) under, or give to others any rights of termination, amendment, acceleration or cancellation (with or without notice, lapse of time, or both) of, any agreement, credit facility, indenture or instrument (evidencing an Vistaflor Florida debt or otherwise) to which Vistaflor Florida is a party or by which any property or asset of Vistaflor Florida is bound or affected; or (iii) result in a violation of any law, rule, regulation, order, judgment, injunction, decree or other restriction of any court or governmental authority to which Vistaflor Florida is subject (including federal and state securities laws and regulations), or by which any property or asset of Vistaflor Florida is bound or affected, except in the case of each of clauses (ii) and (iii), as could not, individually or in the aggregate, reasonably be expected to have or result in a material adverse effect on the business, prospects, operations or condition (financial or otherwise) of Vistaflor Florida (an "Vistaflor Florida Material Adverse Effect"). The business of Vistaflor Florida is not being conducted in violation of any law, ordinance or regulation of any governmental authority, except for violations which, individually or in the aggregate, could not reasonably be expected to not have or result in an Vistaflor Florida Material Adverse Effect.

7. Representations and Warranties of Vistaflor Delaware. Vistaflor Delaware hereby makes the following representations and warranties to Vistaflor Florida:

a. Organization and Qualification. Vistaflor Delaware is a corporation, duly incorporated, validly existing and in good standing under the laws of the State of Delaware, with the requisite corporate power and authority to own and use its properties and assets and to carry on its business as currently conducted.

b. Authorization; Enforcement. Vistaflor Delaware has the requisite corporate power and authority to enter into and to consummate the transactions contemplated by this Agreement, and otherwise to carry out its obligations hereunder. The execution and delivery of this Agreement by Vistaflor Delaware and the consummation by it of the transactions contemplated hereby have been duly authorized by all necessary action on the part of Vistaflor Delaware, its board of directors and shareholders and no further action is required by Vistaflor Delaware. This Agreement has been duly executed by Vistaflor Delaware and, when delivered in accordance with the terms hereof, will constitute the valid and binding obligation of Vistaflor Delaware enforceable against Vistaflor Delaware in accordance with its terms. Vistaflor Delaware is not in violation of any of the provisions of its articles of incorporation or bylaws.

c. No Conflicts. The execution, delivery and performance of this Agreement by Vistaflor Delaware and the consummation by Vistaflor Delaware of the transactions contemplated hereby do not and will not (i) conflict with or violate any provision of the articles of incorporation or bylaws of Vistaflor Delaware (each as amended through the date hereof); (ii) conflict with, or constitute a default (or an event which with notice or lapse of time, or both would become a default) under, or give to others any rights of termination, amendment, acceleration or cancellation (with or without notice, lapse of time, or both) of, any agreement, credit facility, indenture or instrument (evidencing a Vistaflor Delaware debt



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or otherwise) to which Vistaflor Delaware is a party or by which any property or asset of Vistaflor Delaware is bound or affected; or (iii) result in a violation of any law, rule, regulation, order, judgment, injunction, decree or other restriction of any court or governmental authority to which Vistaflor Delaware is subject (including federal and state securities laws and regulations), or by which any property or asset of Vistaflor Delaware is bound or affected, except in the case of each of clauses (ii) and (iii), as could not, individually or in the aggregate, reasonably be expected to have or result in a material adverse effect on the business, prospects, operations or condition (financial or otherwise) of Vistaflor Delaware (a "Vistaflor Delaware Material Adverse Effect"). The business of Vistaflor Delaware is not being conducted in violation of any law, ordinance or regulation of any governmental authority, except for violations which, individually or in the aggregate, could reasonably be expected to not have or result in a Vistaflor Delaware Material Adverse Effect.

8. **Covenants.** The Parties hereby covenant and agree as follows:

a. **Conduct of Business Prior to the Closing.** From the Execution Date until the Closing, except as otherwise provided in this Agreement or consented to in writing by the other Party, each Party shall: (i) conduct its business in the ordinary course of business consistent with past practices; and (ii) use its reasonable best efforts to maintain and preserve intact the current business organization, operations and franchise and to preserve the rights, franchises, goodwill and relationships of its employees, customers, lenders, suppliers, regulators and others having relationships with each Party.

b. **Governmental Approvals and Consents.** Each Party shall, as promptly as possible, use its best efforts to obtain, or cause to be obtained, all consents, authorizations, orders and approvals from all government authorities that may be or become necessary.

c. **Closing Conditions.** From the date hereof until the Closing, each Party shall use reasonable best efforts to take such actions as are necessary to expeditiously satisfy the closing conditions set forth in this Agreement.

9. **Conditions Precedent.** The respective obligation of each Party to effect the Merger shall be subject to the satisfaction at or prior to the Closing, or each Party's waiver, of the following conditions:

a. **Corporate Authorization.** This Agreement shall have been approved and adopted by the directors and/or shareholders of each of Vistaflor Florida and Vistaflor Delaware to the extent required by applicable law.

b. **Government Approvals.** All authorizations, consents, orders or approvals of, or declarations or filings with, or expiration of waiting periods imposed by, any court or governmental authority of competent jurisdiction necessary for the consummation of the transactions contemplated by this Agreement shall have been filed, occurred or been obtained.

c. **Legal Action.** No temporary restraining order, preliminary or permanent injunction or other order issued by any court of competent jurisdiction or other legal restraint or prohibition (an "Injunction") preventing the consummation of the Merger shall be in effect, nor shall any proceeding brought by any administrative agency or commission or other governmental authority or instrumentality, domestic or foreign, in

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connection with any of the foregoing be pending. In the event an Injunction shall have been issued, each Party agrees to use its reasonable diligent efforts to have the Injunction lifted.

d. Statutes. No statute, rule or regulation shall have been enacted by any court or governmental authority of competent jurisdiction which would make the consummation of the Merger unlawful.

e. Termination. This Agreement shall not have been terminated pursuant to Section 12 below.

f. Closing Deliverables. At Closing, the Parties shall have delivered the following documents:

- i. Certificate of Merger duly executed by the Parties;
- ii. resolutions duly adopted by the board of directors and shareholders of each Party authorizing and approving each Party's performance of the transactions contemplated by this Agreement and the execution and delivery of this Agreement and any related documents;
- iii. such other customary instruments, filings or other documents as may be required to give effect to this Agreement.

10. Tax Intent of the Parties. It is the intention of the Parties that the Merger be treated as a reorganization qualifying under Section 368(a) of the Internal Revenue Code (the "Code"). The Parties shall use their commercially reasonable efforts to take all reasonable actions necessary to cause the Merger to qualify as a reorganization pursuant to such section of the Code and shall treat the Merger accordingly on their respective tax returns. Furthermore, the Parties acknowledge that Vistaflor Florida was at no time a U.S. Real Property Holding Corporation as defined under the Federal Investment in Real Property Tax Act and Vistaflor Florida shall provide any required notice in accordance with Code Sections 897 and 1445 and the Treasury Regulations promulgated thereunder.

11. Further Assurances. If at any time the Surviving Corporation shall consider or be advised that any further assignment or assurances in law are necessary or desirable to vest or to protect or confirm of record in the Surviving Corporation the title to any property or rights of Vistaflor Florida or to otherwise carry out the provisions hereof, the proper officers and directors of Vistaflor Florida, as of the Effective Time of the Merger, shall execute and deliver any and all proper assignments and assurances in law, and do all things necessary and proper to vest, perfect or confirm title to such property or rights in the Surviving Corporation and to otherwise carry out the provisions hereof.

12. Termination or Amendment. This Agreement may be terminated or amended and the proposed Merger may be abandoned at any time prior to the Effective Time of the Merger by mutual written consent of the Parties. In the event of termination of this Agreement as provided in this Section 12, this Agreement shall forthwith become void and there shall be no liability or obligation on the part of Vistaflor Florida or Vistaflor Delaware or their respective officers or directors.

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13. Procedure. Each Party will in a timely manner follow the procedures provided by Delaware and Florida law in connection with the statutory merger including the filing of the appropriate Certificate of Merger, will cooperate with the other Party, will act in good faith, and will take those actions necessary or appropriate to approve and effectuate this Agreement and the transactions contemplated hereby.

14. Counterparts. This Agreement may be executed in one or more counterparts, and each such counterpart hereof shall be deemed to be an original instrument, but all such counterparts together shall constitute but one agreement.

15. Descriptive Headings. The descriptive headings herein are inserted for convenience of reference only and are not intended to be part of or to affect the meaning or interpretation of this Agreement.

16. Governing Law. This Agreement shall be governed by, and construed in accordance with, the laws of the State of Delaware and, so far as applicable, the merger provisions of the Florida Business Corporation Act.

(Signatures appear on following page)

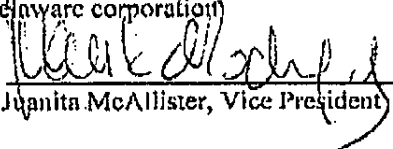
*Vistaflor - Agreement and Plan of Merger
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IN WITNESS WHEREOF, the undersigned have executed this Agreement and Plan of Merger as of the date first above written.

VISTAFLOR CORPORATION
a Florida corporation

By: 
Alvaro McAllister, President

VISTAFLOR E-COMMERCE USA INC.
a Delaware corporation

By: 
Juanita McAllister, Vice President

