

Division of Corporations

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P14000087308

Florida Department of State
Division of Corporations
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Email Address: paralegal@wermuthlaw.com

**MERGER OR SHARE EXCHANGE
UNILABEL US, INC.**

Certificate of Status	0
Certified Copy	1
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EFFECTIVE DATE

DEC 18 2015

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DIVISION OF CORPORATIONS

ARTICLES OF MERGER 15 DEC 17 AM 10:31
(Profit Corporation)

The following Articles of Merger ("Articles") are submitted in accordance with the Florida Business Corporation Act, pursuant to section 607.1105, Florida Statutes. UNILABEL US, a California corporation ("Disappearing Entity"), will merge with and into UNILABEL US, INC., a Florida corporation ("Surviving Entity"). The legal existence of Disappearing Entity shall cease when it is merged into Surviving Entity. The existence of Surviving Entity shall remain unimpaired following the merger.

ARTICLE I. SURVIVING ENTITY.

The exact name and jurisdiction of the *Surviving Entity* are as follows:

Name	Jurisdiction	Document Number
UNILABEL US, INC.	FLORIDA	P14000087308

ARTICLE II. DISAPPEARING ENTITY.

The exact name and jurisdiction of the *Disappearing Entity* are as follows:

Name	Jurisdiction	Document Number
UNILABEL US	CALIFORNIA	C3642516

EFFECTIVE DATE

ARTICLE III. PLAN OF MERGER

Section 3.1 Adoption of Plan: Surviving Entity. The Plan of Merger, attached to these Articles, was adopted by the Board of Directors and Shareholders of Surviving Entity on November 5, 2015.

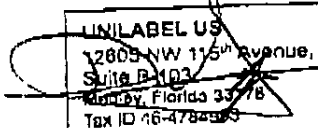
Section 3.2 Adoption of Plan: Disappearing Entity. The Plan of Merger, attached to these Articles, was adopted by the Board of Directors and Shareholders of Disappearing Entity on November 5, 2015.

ARTICLE IV. EFFECTIVE DATE

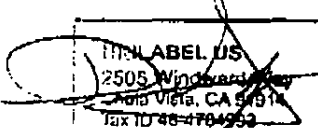
The merger shall become effective on December 31, 2015.

ARTICLE V. SIGNATURES

UNILABEL US, INC.
(the "Surviving Entity")

By: 
Name: Damià Arque Saleta
Title: Sole Director

UNILABEL US
(the "Disappearing Entity")

By: 
Name: Damià Arque Saleta
Title: Sole Director

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AGREEMENT AND PLAN OF MERGER

This Agreement and Plan of Merger ("**Agreement**") is made as of November 5, 2015, by and between UNILABEL US, a California corporation ("**Disappearing Entity**"), and UNILABEL US, INC., a Florida corporation ("**Surviving Entity**") (the Disappearing Entity and Surviving Entity are sometimes referred to herein collectively as the "**Constituent Entities**"), in accordance with § 607.1101 et seq. of the Florida Business Corporation Act, and the laws of the State of California.

WHEREAS, the Constituent Entities are business entities which desire to enter into this Agreement and Plan of Merger governing the merger of the Disappearing Entity into the Surviving Entity and intend that the transaction qualify as a tax-free exchange under applicable provisions of the Internal Revenue Code;

WHEREAS, this Agreement and Plan of Merger is submitted in compliance with Florida Statute § 607.1101 et seq.;

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein, the parties agree as follows:

ARTICLE I. SURVIVING ENTITY.

The exact name and jurisdiction of the *Surviving Entity* are as follows:

<u>Name:</u>	<u>Jurisdiction:</u>	<u>Entity Type:</u>
UNILABEL US, INC. 12605 NW 115 Ave Suite B-103 Medley, Florida 33178 State File No: P14000087308	Florida	Corporation (profit)

ARTICLE II. DISAPPEARING ENTITY.

The exact name and jurisdiction of the *Disappearing Entity* are as follows:

<u>Name:</u>	<u>Jurisdiction:</u>	<u>Entity Type:</u>
UNILABEL US 2505 Windward Way Chula Vista, California 91914 Entity Number: C3642516	California	Corporation (profit)

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ARTICLE III. TERMS AND CONDITIONS OF THE MERGER.

Section 3.1 Merger. The Disappearing Entity will merge with and into Surviving Entity in accordance with the laws of the State of Florida, the State of California, and the provisions of this Agreement. The legal existence of Disappearing Entity shall cease when it is merged into Surviving Entity. The existence of Surviving Entity shall remain unimpaired following the merger.

Section 3.2 Effective Date. The merger shall become effective on December 31, 2015 ("**Effective Date**") or on such later date as the signed Articles of Merger are filed with the Florida Department of State.

Section 3.3 Articles of Incorporation and Bylaws. The Articles of Incorporation and Bylaws of Surviving Entity shall be the Articles of Incorporation and Bylaws of Surviving Entity existing immediately prior to the Effective Date.

Section 3.4 Future Operations. The parties presently intend, subject to the changes that the Board of Directors of Surviving Entity in their judgment may deem appropriate, that after the Effective Date, the business presently conducted by Disappearing Entity shall continue in substantially its present form as the business of the Surviving Entity.

Section 3.5 Directors and Officers. The Directors and Officers of Surviving Entity, as existing immediately prior to the Effective Date, shall continue to serve as the Directors and Officers of Surviving Entity from and after the Effective Date.

Section 3.6 Merger of Interests and Assumption of Liabilities. From and after the Effective Date, the Constituent Entities shall be deemed merged as provided by the laws of the State of Florida and the State of California. All rights, privileges, immunities, powers, and franchises of a public or private nature, and all property, real, personal, or mixed, of Disappearing Entity shall be taken and deemed to be transferred, and shall be vested in Surviving Entity without further act or deed; and Surviving Entity shall thenceforth be liable for all debts, liabilities, obligations, and duties of the Constituent Entities, and all such debts, liabilities, obligations, and duties shall thenceforth attach to Surviving Entity and may be enforced against it to the same extent as if the debts, liabilities, obligations, and duties had been incurred or contracted by Surviving Entity. When requested by Surviving Entity, Disappearing Entity shall execute and deliver all deeds and other instruments deemed by Surviving Entity to be necessary in order to vest Surviving Entity with title to and possession of all rights and property of Disappearing Entity.

Section 3.7 Interpretation. The interpretation and enforcement of this Agreement shall be governed by the laws of the State of Florida.

Section 3.8 Representations and Warranties. The Constituent Entities represent and warrant to each other (solely as to matters relating to the party making the representation) as follows:

(a) Disappearing Entity and Surviving Entity are in good standing under the laws of each respective Entity's state of incorporation;

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(b) The execution of this Agreement by Disappearing Entity and Surviving Entity and the performance of the transactions contemplated by this Agreement have been approved by each respective Entity's Board of Directors.

ARTICLE IV. MANNER & BASIS OF CONVERTING SHARES.

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

Section 4.1 Disappearing Entity. Each share of the common stock of Disappearing Entity issued and outstanding immediately prior to the Effective Date will be canceled, extinguished, and automatically converted into the right to receive one (1) validly issued, fully paid, and non-assessable share of common stock of Surviving Entity.

Section 4.2 Surviving Entity. All shares of the common stock of Surviving Entity issued and outstanding immediately prior to the Effective Date shall remain issued and outstanding and unaffected by this merger from and after the Effective Date.

ARTICLE V. WAIVERS.

Each party may, by written instrument, (a) extend the time for the performance of any of the obligations or other acts of another party to this Agreement; (b) waive any inaccuracies of another party in the representations and warranties contained in this Agreement or in any document delivered pursuant to this Agreement; (c) waive compliance by another party with any of the covenants contained in the Agreement; and (d) waive another party's performance of any of the obligations set out in this Agreement. No waiver by a party to this Agreement of a breach of any term or condition of this Agreement may be made orally or through course of dealing, nor shall any waiver be construed to operate as a waiver of any other or subsequent breach of the same or of any other term or condition, unless otherwise expressly provided in such written waiver.

ARTICLE VI. EXPENSES.

Each of the Constituent Entities will pay their respective costs and expenses for performance of and compliance with all terms and conditions of this Agreement. If this Agreement is terminated and the merger is not effected, each party will pay all costs and expenses for its performance of and compliance with all terms and conditions contained herein, including fees, expenses, and disbursements of its accountants and counsel.

ARTICLE VII. COUNTERPARTS.

For the convenience of the parties and to facilitate the filing and recording of this Agreement, the Agreement may be executed and delivered in hardcopy or electronically and in one or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument.

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ARTICLE VIII. ENTIRE AGREEMENT.

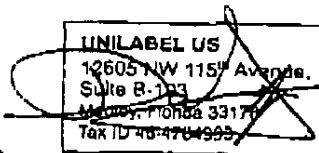
This Agreement embodies all of the agreements and understandings in relation to the subject matter of this Agreement, and no covenants, understandings, or agreements in relation to this Agreement exist between the parties, except as expressly set forth in this Agreement.

ARTICLE IX. THIRD PARTIES.

Nothing expressed or implied in this Agreement shall be construed to confer upon any person, firm, or entity, other than a party to this Agreement, any rights or remedies under or by reason of this Agreement.

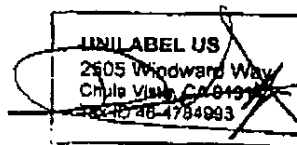
IN WITNESS WHEREOF, the Constituent Entities have caused this Agreement to be made as of the day and year first above written.

UNILABEL US, INC.
(the "Surviving Entity")



By: _____
Name: Damià Arque Saleta
Title: Sole Director

UNILABEL US
(the "Disappearing Entity")



By: _____
Name: Damià Arque Saleta
Title: Sole Director