

674338

(FAST)

P.001/006

<https://efile.sunbiz.org/scripts/efilcovr.ex>

Florida Department of State
Division of Corporations
Electronic Filing Cover Sheet

EFFECTIVE DATE
NOV 1, 2012

Note: Please print this page and use it as a cover sheet. Type the fax audit number (shown below) on the top and bottom of all pages of the document.

((H12000253467 3)))



H120002534673ABC/

Note: DO NOT hit the REFRESH/RELOAD button on your browser from this page. Doing so will generate another cover sheet.

To:

Division of Corporations
Fax Number : (850) 617-6380

001495.174537

From:

Account Name : CORPDIRECT AGENTS, INC.
Account Number : 110450000714
Phone : (850) 222-1173
Fax Number : (850) 224-1640

Enter the email address for this business entity to be used for future annual report mailings. Enter only one email address please.

Email Address: _____

MERGER OR SHARE EXCHANGE
PUBLICITAS INC.

Certificate of Status	0
Certified Copy	1
Page Count	06
Estimated Charge	\$78.75

RECEIVED

12 OCT 19 AM 8:03

DIVISION OF CORPORATIONS
1115 S. FLORIDA

12 OCT 19 AM 9:15

merged
@ 10/22/12

Electronic Filing Menu

Corporate Filing Menu

Help

H12000253467 3

EFFECTIVE DATENOV 1, 2012

STATE OF FLORIDA
ARTICLES OF MERGER
OF
PUBLICITAS CHARNEY/PALACIOS & CO.
INTO
PUBLICITAS INC.

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>
Publicitas Inc.	Delaware

SECOND: The name and jurisdiction of the Merging Corporation:

<u>Name</u>	<u>Jurisdiction</u>
Publicitas Charney/Palacios & Co.	Florida

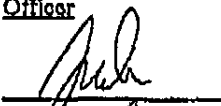
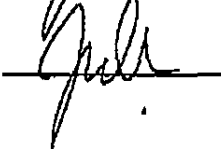
THIRD: The Agreement and Plan of Merger is attached.

FOURTH: The Merger shall become effective on November 1, 2012.

FIFTH: Adoption of Merger by Surviving Corporation. The Agreement and Plan of Merger was adopted by the shareholders and the board of directors of the Surviving Corporation on October 15, 2012.

SIXTH: Adoption of Merger by Merging Corporation. The Agreement and Plan of Merger was adopted by the shareholders and the board of directors of the Merging Corporation on October 15, 2012.

SEVENTH: SIGNATURES FOR EACH CORPORATION

<u>Name of Corporation</u>	<u>Signature of an Officer</u>	<u>Name of Individual & Title</u>
Publicitas Inc.		Joseph DeFalco, Secretary & Treasurer
Publicitas Charney/Palacios & Co.		Joseph DeFalco, Secretary

H12000253467 3

H12000253467 3

Execution Copy

AGREEMENT AND PLAN OF MERGER

This Merger Agreement and Plan of Reorganization (the "Agreement"), is made and entered into as of October 15, 2012, by and among PubliGroupe USA Holding, Inc., a Delaware corporation (the "Parent"), PubliGroupe Inc., a Delaware corporation (the "Surviving Corporation"), and PubliGroupe Charney/Palacios & Co., a Florida corporation (the "Merging Corporation").

WITNESSETH:

WHEREAS, the Merging Corporation and the Surviving Corporation are both wholly-owned subsidiaries of the Parent;

WHEREAS, the Parent, the Surviving Corporation and the Merging Corporation, through their respective Boards of Directors and Stockholders, have determined that it is in the best interests of the respective corporations to merge the Merging Corporation with and into the Surviving Corporation (the "Merger"), and have each approved the Merger on the terms and subject to the conditions set forth in this Agreement; and

WHEREAS, for federal income tax purposes, it is the intent of the parties hereto that the Merger shall qualify as a tax-free "reorganization" within the meaning of Section 368(a)(1)(D) of the Internal Revenue Code, and that this Agreement is intended to be adopted as a "plan of reorganization."

NOW, THEREFORE, in consideration of the mutual terms, conditions and other agreements set forth herein, the Parties hereby agree as follows:

ARTICLE I**THE MERGER, EFFECTIVE TIME**

1.1 The Merger. Upon the terms and subject to the conditions set forth in this Agreement, at the Effective Time (as defined in Section 1.2), the Merging Corporation shall be merged with and into the Surviving Corporation whereupon the separate existence of the Merging Corporation shall cease. The Surviving Corporation shall be the surviving corporation in the Merger and shall continue to be governed by the laws of the State of Delaware. The Merger shall have the effects specified in the General Corporation Law of the State of Delaware, as amended (the "DGCL") and in the Florida Business Corporations Act (the "FBCA") and the Surviving Corporation shall succeed, without other transfer, to all of the assets and property (whether real, personal or mixed), rights, privileges, franchises, immunities and powers of the Merging Corporation, and shall assume and be subject to all of the duties, liabilities, obligations and restrictions of every kind and description of the Merging Corporation, including, without limitation, all outstanding indebtedness of the Merging Corporation. Upon the Merger, the Surviving Corporation shall continue to operate under and use in connection with all of its activities

H12000253467 3

H12000253467 3

the Employer Identification Number ("EIN") previously assigned to the Surviving Corporation.

1.2 **Effective Time.** Upon the execution and delivery of this Agreement and on the date hereof, the Merging Corporation and the Surviving Corporation shall cause the Merger to be consummated by filing (i) a Certificate of Merger with the Secretary of State of the State of Delaware ("DE Certificate of Merger"), in such form as required by, and executed in accordance with the provisions of the DGCL, and (ii) the Articles of Merger with the Secretary of State of Florida ("FL Articles of Merger"), in such form as required by, and executed in accordance with the relevant provisions of the FBCA. Subject to, and in accordance with Delaware Law and Florida Law, the Merger shall become effective upon the date and time specified in the DE Certificate of Merger ("Effective Time").

ARTICLE II CHARTER AND BYLAWS OF THE SURVIVING CORPORATION

2.1 **The Certificate of Incorporation.** The Certificate of Incorporation of the Surviving Corporation in effect immediately before the Effective Time shall be the Certificate of Incorporation of the Surviving Corporation at the Effective Time until thereafter amended from time to time.

2.2 **The Bylaws.** The Bylaws of the Surviving Corporation in effect immediately before the Effective Time shall be the Bylaws of the Surviving Corporation at the Effective Time until thereafter amended from time to time.

ARTICLE III OFFICERS AND DIRECTORS OF THE SURVIVING CORPORATION

3.1 **Officers.** The officers of the Surviving Corporation at the Effective Time shall, from and after the Effective Time, be the officers of the Surviving Corporation, until their successors have been duly elected or appointed and qualified or until their earlier death, disability, resignation or removal.

3.2 **Directors.** The directors of the Company at the Effective Time shall, from and after the Effective Time, be the directors of the Surviving Corporation, until their successors have been duly elected or appointed and qualified or until their earlier death, disability, resignation or removal.

ARTICLE IV EFFECT OF MERGER ON CAPITAL STOCK

All issued and outstanding shares of the Merging Corporation shall be retired and canceled without consideration. The outstanding shares of the Surviving Corporation shall remain outstanding and are not affected by the Merger.

H12000253467 3

H12000253467 3

**ARTICLE V
MISCELLANEOUS**

5.1 Further Assurance. Each party shall from time to time, as and when requested by another party, execute and deliver all such documents and instruments and take all such actions as shall be necessary or desirable to evidence or carry out the Merger.

5.2 Modification or Amendment. This Agreement may only be modified or amended by an instrument in writing signed by all parties hereto.

5.3 Governing Law. This Agreement shall be deemed to be made in and in all respects shall be interpreted, construed and governed by and in accordance with the law of the State of New York without regard to the conflict of law principles thereof.

5.4 Entire Agreement. This Agreement constitutes the entire agreement and supersedes all other prior agreements, understandings, representations and warranties, both written and oral, among the parties, with respect to the subject matter hereof.

5.5 No Third Party Beneficiaries. This Agreement is not intended to confer upon any person other than the parties hereto any rights or remedies hereunder.

5.6 Severability. The provisions of this Agreement shall be deemed severable and the invalidity or unenforceability of any provision shall not affect the validity or enforceability of the other provisions hereof. If any provision of this Agreement, or the application thereof to any person or any circumstance, is determined by any court or other authority of competent jurisdiction to be invalid or unenforceable, (a) a suitable and equitable provision shall be substituted therefor in order to carry out, so far as may be valid and enforceable, the intent and purpose of such invalid or unenforceable provision and (b) the remainder of this Agreement and the application of such provision to other persons or circumstances shall not be affected by such invalidity or unenforceability, nor shall such invalidity or unenforceability affect the validity or enforceability of such provision, or the application thereof, in any other jurisdiction.

5.7 Notices. Any notice, request, consent, instruction or other communication required or permitted hereunder shall be effective only if it is in writing and personally delivered or sent by certified or registered mail, return receipt requested, or mailed by overnight courier (postage prepaid), addressed as follows:

If to the Parent:

PublGroupe USA Holding, Inc.
330 Seventh Avenue
New York, NY 10001
Attention: President

H12000253467 3

H12000253467 3

If to the Merging Corporation:

Publicitas Charney/Palacios & Co.
330 Seventh Avenue
New York, NY 10001
Attention: President

If to the Surviving Corporation:

Publicitas Inc.
330 Seventh Avenue
New York, NY 10001
Attention: President

5.8 Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be identical and all of which taken together, shall constitute one and the same Agreement. Each of the parties hereto may execute this Agreement by signing any such counterpart. Transmission of an executed counterpart by fax, email (PDF) or other electronic means shall constitute due and sufficient delivery of such counterpart.

IN WITNESS WHEREOF, the Parent, the Surviving Corporation and the Merging Corporation have duly executed and delivered this Agreement by the duly authorized officers of the parties hereto as of the date first written above.

PUBLIGROUPE USA HOLDING, INC.

By: 

Joseph DeFalco, President

PUBLICITAS INC.

By: 

Beat Roeschlin, President

PUBLICITAS CHARNEY/PALACIOS & CO.

By: 

Rüdiger Petrikowski, President

H12000253467 3