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(Requestor's Name)

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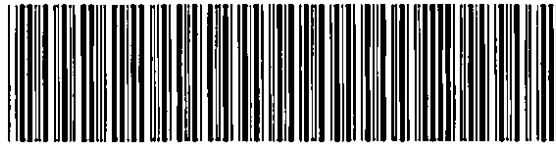
(Business Entity Name)

(Document Number)

Certified Copies \_\_\_\_\_ Certificates of Status \_\_\_\_\_

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2003 DEC -1 PM 1:02

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*Sunshine State Corporate Compliance Company*

3458 Lakeshore Drive, Tallahassee, Florida 32312

**(850) 656-4724**

DATE 11/30/2020

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

ENTITY NAME SHOW SYSTEMS, INC

SOLOTECH U.S. CORPORATION

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 Acts & Amendments*

## Certificate of Good Standing

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

COUNTRY OF DESTINATION

NUMBER OF CERTIFICATES REQUESTED

**TOTAL OWED \$70.00**

ACCOUNT #: 120160000072

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

**ARTICLES OF MERGER OF  
DOMESTIC CORPORATION INTO  
FOREIGN CORPORATION**

The following Articles of Merger are submitted in accordance with the Florida Business Corporation Act (the "FBCA"), pursuant to Section 607.1105 of the FBCA:

1. The exact name, entity type and jurisdiction of each merging entity is:

<u>Name</u>	<u>Entity Type</u>	<u>Jurisdiction</u>	<u>Document Number</u>
Show Systems, Inc.	corporation	Florida	P98000080700

2. The exact name, entity type and jurisdiction of the surviving entity is:

<u>Name</u>	<u>Entity Type</u>	<u>Jurisdiction</u>	<u>Document Number</u>
Solotech U.S. Corporation	corporation	Nevada	E0063382007-0

3. The agreement and plan of merger attached as Exhibit A, was approved by the domestic merging entity that is a corporation in accordance with the provisions of Section 607.1101(1)(b) of FBCA.

4. The effective time and date of the merger shall be 11:59 p.m. on December 31, 2020.

5. The participation of the surviving entity in the merger was duly authorized in accordance with the organic laws with the applicable laws of Nevada under which such corporation is incorporated.

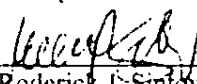
6. The surviving party, an out-of-state entity:

- a. Appoints the Florida Secretary of State as its agent for service of process in a proceeding to enforce any obligation or the rights of dissenting shareholders of the domestic corporation that is party to the merger.
- b. Agrees to promptly pay the dissenting shareholders of the domestic corporation that is a party to the merger the amount, if any, to which they are entitled under the provisions of the FBCA.

7. Signature for Each Party:

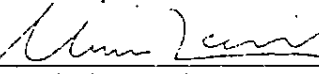
**MERGING ENTITY:**

SHOW SYSTEMS, INC.,  
a Florida corporation

By:   
Name: Roderick J. Sintow  
Title: Chief Executive Officer

**SURVIVING ENTITY:**

SOLOTECH U.S. CORPORATION,  
a Nevada corporation

By:   
Name: Nicolas Lavoie  
Title: Secretary-Treasurer

FILED DEC - 1 AM 8:05

**AGREEMENT AND PLAN OF MERGER  
OF  
SHOW SYSTEMS, INC.  
WITH AND INTO  
SOLOTECH U.S. CORPORATION**

This Agreement and Plan of Merger (this "Agreement") is entered into on December 31, 2020, by and between Show Systems, Inc., a Florida corporation (the "Merging Company"), and Solotech U.S. Corporation, a Nevada corporation (the "Surviving Company"). The Merging Company and the Surviving Company are collectively referred to as the "Merging Entities".

**BACKGROUND**

The Merging Company is a corporation duly incorporated and existing under the laws of Florida. The Surviving Company is a limited liability company duly organized and existing under the laws of Nevada. Section 92A.100 of the Nevada Revised Statutes (the "Nevada Act") and Section 607.1101 of the Florida Business Corporation Act (the "Florida Act") permits the merger of the Merging Entities in the manner provided in this Agreement. The sole shareholder of the Merging Company (the "MC Shareholder") and the board of directors of the Merging Company (the "MC Board") deem it advisable and in the best interest of the Merging Company to merge with and into the Surviving Company pursuant to the laws of Florida, and the MC Shareholder and the MC Board have approved the terms and conditions of this Agreement and directed that the proposed merger be consummated in accordance with the terms and conditions set forth below. The sole shareholder of the Surviving Company (the "SC Shareholder") and the board of directors of the Surviving Company (the "SC Board") deems it advisable and in the best interest of the Surviving Company that the Merging Company merge with and into the Surviving Company pursuant to the laws of Nevada, and the SC Member has approved the terms and conditions of this Agreement and directed that the proposed merger be consummated in accordance with the terms and conditions set forth below.

Accordingly, in consideration of the mutual covenants, agreements, provisions, grants, warranties, and representations contained in this Agreement, and in order to consummate this transaction, as described above, the Merging Entities agree as follows:

**TERMS**

1. The Merging Entities agree that the Merging Company shall be merged with and into the Surviving Company, upon the terms and conditions of this Agreement (the "Merger"), and that the Surviving Company shall continue under the laws of Nevada as the surviving limited liability company and they further agree as follows:

(a) At the Effective Time (defined below), the Articles of Incorporation of the Surviving Company shall continue to be the Articles of Incorporation of the Surviving Company, and no change to such Articles of Incorporation shall be effected by the Merger.

(b) At the Effective Time, the Bylaws of the Surviving Company shall continue to be the Bylaws of the Surviving Company, and no change to such Bylaws shall be effected by the Merger.

(c) At the Effective Time, the directors and officers of the Surviving Company immediately prior to the Effective Time shall be the directors and officers of the Surviving Company from and after the Effective Time and shall hold office until the earlier of their respective death, resignation, or removal or until their respective successors are duly elected or appointed and qualified in the manner provided for in the articles of incorporation and Bylaws of the Surviving Company or as otherwise provided by the Nevada Act.

2. The effective date and time of the Merger of the Merging Company with and into the Surviving Company shall be at 11:59 p.m. on December 31, 2020 (the "Effective Time"), and all aspects of the Merger shall be deemed effective at the time of the filings.

3. This Agreement was adopted and approved by the MC Shareholder, the MC Board, the SC Shareholder, and the SC Board in accordance with the Nevada Act and the Florida Act. This Agreement, the Nevada Articles of Merger, the Florida Articles of Merger, and such other documents as are necessary, appropriate or convenient to consummate the Merger shall be signed, acknowledged, and filed pursuant to the laws of Nevada, the laws of Florida, the Nevada Act, and the Florida Act.

4. At the Effective Time, all of the outstanding common stock of the Merging Company immediately prior to the Merger will be automatically cancelled and retired and cease to exist by virtue of the Merger and without any action on the part of the holders of such stock. The transfer books of the Merging Company shall be closed and no transfer of the common stock shall subsequently be made or consummated.

5. Prior to and at the Effective Time, the Merging Entities shall take all actions necessary, appropriate or convenient in order to effectuate the Merger. In case at any time after the Effective Time the Surviving Company shall determine that any further conveyance, assignment or other document or any further action is necessary, appropriate or convenient to vest in the Surviving Company full title to all properties, assets, rights, privileges and franchises of the Merging Company, the MC Shareholder, and the MC Board shall execute and deliver all instruments and take all action the Surviving Company may determine to be necessary, appropriate or convenient in order to vest in and confirm to the Surviving Company title to and possession of all those properties, assets, privileges and franchises, and otherwise to carry out the purposes of this Agreement.

6. At and after the Effective Time, the Surviving Company shall succeed to and possess, without further act or deed, all of the estate, rights, privileges, powers, and franchises, both public and private, and all of the property, real, personal, and mixed, of the Merging Company; all debts due to the Merging Company of whatever account shall be vested in the Surviving Company; all claims, demands, property, rights, privileges, powers, and franchises, of every other interest of either of the entities shall be effectively the property of the Surviving Company; the title to any real estate vested by deed or otherwise vested in the Merging Company shall not revert or be in any way impaired, by reason of the Merger, but shall be vested in the

Surviving Company; all rights of creditors and all liens upon any property of either entity shall be reserved unimpaired, limited in lien to the property affected by such lien as of the Effective Time; and all debts, liabilities, and duties of the Merging Company shall then attach to the Surviving Company and may be enforced against it to the same extent as if such debts, liabilities, and duties had been incurred or contracted by it.

7. This Agreement embodies the entire agreement between the parties with respect to subject matter of this Agreement. There have not been and there are no agreements, covenants, representations or warranties between the parties other than those expressly stated or expressly provided for in this Agreement.

8. This Agreement is made pursuant to and shall be construed under the laws of Nevada. It shall inure to the benefit of and be binding upon the Merging Company and the Surviving Company and their respective successors and assigns; nothing in this Agreement, expressed or implied, is intended to confer upon any other person any rights or remedies upon or by reason of this Agreement.

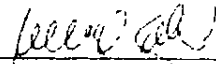
9. This Agreement may be executed in one or more counterparts, all of which together shall constitute the same document, and electronic signatures shall have the same effect as original signatures.

**[SIGNATURE PAGE FOLLOWS]**

**IN WITNESS WHEREOF**, the Merging Entities have signed this Agreement and Plan of Merger on the date first written above.


**MERGING COMPANY:**

**SHOW SYSTEMS, INC.,**  
a Florida corporation

By:   
Name: Roderick J. Sintow  
Title: Chief Executive Officer

**SURVIVING COMPANY:**

**SOLOTECH U.S. CORPORATION,**  
a Nevada corporation

By:   
Name: Nicolas Lavoie  
Title: Secretary-Treasurer