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**MERGER OR SHARE EXCHANGE  
IMUSA USA, LLC**

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**ARTICLES OF MERGER  
AND  
AGREEMENT AND PLAN OF MERGER  
OF  
IMUSA HOLDINGS, INC.  
(a Florida corporation)  
INTO  
IMUSA USA, LLC  
(a Florida limited liability company)**

These **ARTICLES OF MERGER and AGREEMENT AND PLAN OF MERGER** (the "**Agreement**") are entered into as of December 11th, 2015 by and between **IMUSA HOLDINGS, INC.**, a corporation of the State of Florida ("**IMUSA Holdings**") and **IMUSA USA, LLC**, a limited liability company of the State of Florida ("**IMUSA USA**").

**WHEREAS**, **IMUSA Holdings**, a Florida corporation with its registered office therein located at 6000 NW 97<sup>th</sup> Avenue, Unit #26, Miami, FL 33178 (Miami-Dade County), is the sole member of **IMUSA USA, LLC**;

**WHEREAS**, **IMUSA USA** is a Florida limited liability company with its registered office therein located at 6000 NW 97<sup>th</sup> Avenue, Unit #26, Miami, FL 33178 (Miami-Dade County);

**WHEREAS**, the board of directors and sole shareholder of **IMUSA Holdings** and the board of managers and sole member of **IMUSA USA** deem it advisable and to the advantage, welfare, and best interests of said entities and their respective shareholders and member to merge **IMUSA Holdings** with and into **IMUSA USA** pursuant to Section 607.1104 of the Florida Business Corporation Act (the "**FBCA**") and Section 608.438 of the Florida Limited Liability Company Act (the "**FLLCA**") upon the terms and conditions hereinafter set forth;

**NOW, THEREFORE**, in consideration of the premises and of the mutual agreement of the parties hereto, being thereunto duly approved by a resolution adopted by the board of directors and sole shareholder of **IMUSA Holdings** and the board of managers and sole member of **IMUSA USA** on December 11, 2015, the **Agreement** and the terms and conditions thereof and the mode of carrying the same into effect, are hereby determined and agreed upon as hereinafter set forth.

1. **IMUSA Holdings** shall, pursuant to the provisions of the **FBCA** and **FLLCA**, be merged with and into **IMUSA USA**, which shall be the surviving entity from and after the Effective Time (defined herein) of the merger (the "**Merger**"), and which is sometimes hereinafter referred to as the "**Surviving Company**," and which shall continue to exist as said **Surviving Company** under the same name pursuant to the provisions of the **FLLCA**. The **Surviving Company** will maintain its registered office address the following address: 6000 NW 97<sup>th</sup> Avenue, Unit #26, Miami, FL 33178 (Miami-Dade County) at the Effective Time of the Merger.

2. The separate existence of **IMUSA Holdings**, which is hereinafter sometimes referred to as the "**Terminating Company**," shall cease at the Effective Time in accordance with the provisions of the **FBCA** and the **FLLCA**.

3. At the Effective Time of the Merger: (a) each issued share of stock of the Terminating Company shall be surrendered and cancelled; and (b) the issued and outstanding units of membership interest of the Surviving Company shall not be converted or exchanged in any manner, and each such unit of membership interest which is issued and outstanding as of the Effective Time of the Merger shall continue to represent the same issued and outstanding unit of membership interest of the Surviving Company after the Merger and all rights and preferences related thereto shall be identical to those prior to the Merger.

4. The Articles of Organization of the Surviving Company, as now in force and effect, shall continue to be the Articles of Organization of said Surviving Company, until further amended and changed in the manner prescribed by the provisions of the FLLCA. The operating agreement of the Surviving Company, as now in force and effect, shall continue to be the operating agreement of said Surviving Company, until further amended and changed in the manner prescribed by the provisions of the FLLCA.

5. Notwithstanding the full approval and adoption of this Agreement, this Agreement may be terminated at any time prior to the filing of articles of merger with the Secretary of State of the State of Florida pursuant to Section 608.4381(7) of the FLLCA and Section 6067.1101(9) of the FBCA.

6. This Agreement may be amended by the mutual agreement of the Surviving Company and the Terminating Company except as indicated below:

Pursuant to Section 607.1103(8) of the FLBCA, any amendment to this Agreement that is made subsequent to the approval of this Agreement by the sole shareholder of IMUSA Holdings may not:

- (a) change the amount or kind of shares, securities, cash, property, or rights to be received in exchange for or on conversion of any or all of the shares of any class or series of IMUSA Holdings;
- (b) change any other terms and conditions of the Agreement if such change would materially and adversely affect IMUSA Holdings or its sole shareholder; or
- (c) except as specified in Section 607.1002 of the FLBCA or without the vote of the sole shareholder, change any term of the articles of incorporation of IMUSA Holdings.

Pursuant to Section 608.4381(6) of the FLLCA, any amendment to this Agreement subsequent to the approval of this Agreement by the sole member of IMUSA USA may not:

- (a) change the amount or kind of interests, partnership interests, shares, obligations, other securities, cash, rights, or any other property to be received by the sole member of IMUSA USA in exchange for or on conversion of its interests;

(b) change any term of the articles of organization or the operating agreement of IMUSA USA, except for changes that otherwise could be adopted without the approval of the members of IMUSA USA; or

(c) change any of the terms and conditions of this Agreement if any such change, alone or in the aggregate, would materially and adversely affect the sole member of IMUSA USA.

If an amendment to this Agreement is made in accordance with the terms and provisions set forth herein prior to the Effective Date of the Merger, and Articles of Merger have been filed with the Florida Department of State, amended Articles of Merger executed by IMUSA Holdings and IMUSA USA shall be filed with the Florida Department of State prior to the Effective Date of the Merger.

7. The "Effective Time" of the Merger shall be at 12:01 a.m. on January 2, 2016.
8. The name and address of each manager of the Surviving Company is:

<u>Name</u>	<u>Address</u>
Luc Gaudemard	1 Boland Dr., Ste. 101, West Orange, NJ 07052
Patrick Tristani	1 Boland Dr., Ste. 101, West Orange, NJ 07052
Philippe Sumeire	Chemin du Petit-Bois, les 4M, 69134 Ecully FR

9. In the event that this Agreement shall have been duly adopted and approved on behalf of the Terminating Company and of the Surviving Company in accordance with the provisions of the FBCA And the FLLCA the said entities agree that they will cause to be executed and filed and recorded any document or documents prescribed by the laws of the State of Florida, and that they will cause to be performed all necessary acts within the State of Florida and elsewhere to effectuate the merger herein provided for.

10. The respective board of directors/managers and proper officers of the Terminating Company and the Surviving Company are hereby authorized, empowered, and directed to do any and all acts and things, and to make, execute, deliver, file, and record any and all instruments, papers, and documents which shall be or become necessary, proper, or convenient to carry out or put into effect any of the provisions of this Agreement or of the merger herein provided for.

11. This Agreement may be executed in any number of counterparts, including by facsimile or electronic signature, each of which, when so executed, shall be deemed an original, but all such counterparts shall constitute one and the same instrument.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, these Articles of Merger and Agreement are duly executed by each of the parties hereto.

IMUSA HOLDINGS, INC.

By: Luc Gaudemard  
Name: Luc Gaudemard  
Title: Chairman

Date: December 11<sup>th</sup>, 2015

IMUSA USA, LLC, by IMUSA HOLDINGS, Inc.,  
its sole member

By: Luc Gaudemard  
Name: Luc Gaudemard  
Title: Chairman & President

Date: December 11<sup>th</sup>, 2015