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(City/State/Zip/Phone #)

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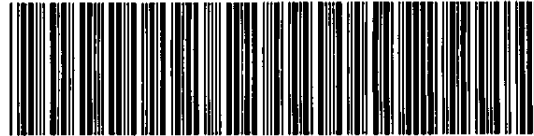
(Business Entity Name)

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SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

2016 DEC -9 P 12:05

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16 DEC -9 PM 2:44

T. LEMMEX

DEC 12 2016

*Murphy*

# CT CORP

3458 Lakeshore Drive, Tallahassee, FL 32312

850-656-4724

850-508-1891 (cell)

Date:

12/9/16

ACCT. I20160000072

*Jma*

Name:	MVSA Corp., Inc.
Document #:	
Order #:	10282306

Certified Copy of Arts & Amend:				
Plain Copy:				
Certificate of Good Standing:				
Apostille/Notarial Certification:			Country of Destination:	
			Number of Certs:	

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Amount: \$ 113.75

Thank you!

**COVER LETTER**

**TO:** Amendment Section  
Division of Corporations

**SUBJECT:** Mercedes-Benz USA, LLC

\_\_\_\_\_  
Name of Surviving Party

Please return all correspondence concerning this matter to:

Nevi Persaud

\_\_\_\_\_  
Contact Person

Mercedes-Benz USA, LLC

\_\_\_\_\_  
Firm/Company

303 Perimeter Center North; Suite 202

\_\_\_\_\_  
Address

Atlanta, GA 30346

\_\_\_\_\_  
City, State and Zip Code

nevi.persaud@mbusa.com

\_\_\_\_\_  
E-mail address: (to be used for future annual report notification)

For further information concerning this matter, please call:

Nevi Persaud

at ( 770 ) 705-3196

\_\_\_\_\_  
Name of Contact Person

\_\_\_\_\_  
Area Code and Daytime Telephone Number

☒ Certified Copy (optional) \$8.75

**STREET ADDRESS:**

Amendment Section  
Division of Corporations  
Clifton Building  
2661 Executive Center Circle  
Tallahassee, FL 32301

**MAILING ADDRESS:**

Amendment Section  
Division of Corporations  
P. O. Box 6327  
Tallahassee, FL 32314

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2015 DEC -9 P 12: 06

Articles of Merger  
For  
Florida Profit or Non-Profit Corporation  
Into  
Other Business Entity

SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

The following Articles of Merger are submitted to merge the following Florida Profit and/or Non-Profit Corporation(s) in accordance with s. 607.1109, 617.0302 or 605.1025, Florida Statutes.

**FIRST:** The exact name, form/entity type, and jurisdiction for each merging party are as follows:

<u>Name</u>	<u>Jurisdiction</u>	<u>Form/Entity Type</u>
Mercedes-Benz USA, LLC	Delaware	LLC
MVSA Company, Inc.	Florida	Corporation

**SECOND:** The exact name, form/entity type, and jurisdiction of the surviving party are as follows:

<u>Name</u>	<u>Jurisdiction</u>	<u>Form/Entity Type</u>
Mercedes-Benz USA, LLC	Delaware	LLC

**THIRD:** The attached plan of merger was approved by each domestic corporation, limited liability company, partnership and/or limited partnership that is a party to the merger in accordance with the applicable provisions of Chapters 607, 605, 617, and/or 620, Florida Statutes.

**FOURTH:** The attached plan of merger was approved by each other business entity that is a party to the merger in accordance with the applicable laws of the state, country or jurisdiction under which such other business entity is formed, organized or incorporated.

**FIFTH:** If other than the date of filing, the effective date of the merger, which cannot be prior to nor more than 90 days after the date this document is filed by the Florida Department of State:

December 9, 2016

**Note:** If the date inserted in this block does not meet the applicable statutory filing requirements, this date will not be listed as the document's effective date on the Department of State's records.

**SIXTH:** If the surviving party is not formed, organized or incorporated under the laws of Florida, the survivor's principal office address in its home state, country or jurisdiction is as follows:

Mercedes-Benz USA, LLC

303 Perimeter Center North, Suite 202

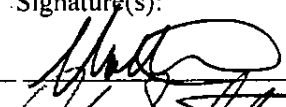
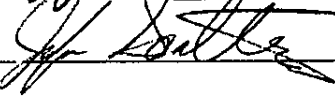
Atlanta, GA 30346

**SEVENTH:** If the surviving party is an out-of-state entity, the surviving 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 each domestic corporation that is party to the merger.

b.) Agrees to promptly pay the dissenting shareholders of each domestic corporation that is a party to the merger the amount, if any, to which they are entitled under s. 607.1302, F.S.

**EIGHTH:** Signature(s) for Each Party:

Name of Entity/Organization:	Signature(s):	Typed or Printed Name of Individual:
Mercedes-Benz USA, LLC		Matthew Everitt
MVSA Company, Inc.		Jennifer Scantling

Corporations:	Chairman, Vice Chairman, President or Officer (If no directors selected, signature of incorporator.)
General Partnerships:	Signature of a general partner or authorized person
Florida Limited Partnerships:	Signatures of all general partners
Non-Florida Limited Partnerships:	Signature of a general partner
Limited Liability Companies:	Signature of a member or authorized representative

**Fees:** \$35.00 Per Party

**Certified Copy (optional):** \$8.75

## PLAN OF MERGER

**FIRST:** The exact name, form/entity type, and jurisdiction for each merging party are as follows:

<u>Name</u>	<u>Jurisdiction</u>	<u>Form/Entity Type</u>
Mercedes-Benz USA, LLC	Delaware	LLC
MVSA Company, Inc.	Florida	Corporation

**SECOND:** The exact name, form/entity type, and jurisdiction of the surviving party are as follows:

<u>Name</u>	<u>Jurisdiction</u>	<u>Form/Entity Type</u>
Mercedes-Benz USA, LLC	Delaware	LLC

**THIRD:** The terms and conditions of the merger are as follows:

See attached, Exhibit A Agreement and Plan of Merger.

*(Attach additional sheet if necessary)*

**FOURTH:**

A. The manner and basis of converting the interests, shares, obligations or other securities of each merged party into the interests, shares, obligations or others securities of the survivor, in whole or in part, into cash or other property is as follows:

See attached, Exhibit A Agreement and Plan of Merger.

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*(Attach additional sheet if necessary)*

B. The manner and basis of converting the rights to acquire the interests, shares, obligations or other securities of each merged party into the rights to acquire the interests, shares, obligations or others securities of the survivor, in whole or in part, into cash or other property is as follows:

See attached, Exhibit A Agreement and Plan of Merger.

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*(Attach additional sheet if necessary)*



**FIFTH:** If a partnership is the survivor, the name and business address of each general partner is as follows:

See attached, Exhibit A Agreement and Plan of Merger.

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*(Attach additional sheet if necessary)*

**SIXTH:** If a limited liability company is the survivor, the name and business address of each manager or managing member is as follows:

See attached, Exhibit A Agreement and Plan of Merger.

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*(Attach additional sheet if necessary)*

**SEVENTH:** Any statements that are required by the laws under which each other business entity is formed, organized, or incorporated are as follows:

See attached, Exhibit A Agreement and Plan of Merger.

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*(Attach additional sheet if necessary)*

**EIGHTH:** Other provision, if any, relating to the merger are as follows:

See attached, Exhibit A Agreement and Plan of Merger.

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*(Attach additional sheet if necessary)*

EXHIBIT A

AGREEMENT AND PLAN OF MERGER

This Agreement and Plan of Merger (the "Plan") is made as of December 9, 2016 ( hereinafter defined as the "Effective Date"), by and between MVSA Company, Inc., a Florida corporation ("MVSA") , and Mercedes-Benz USA, LLC, a Delaware limited liability company ("MBUSA" or the "Surviving Company") (collectively, "the Companies").

WITNESSETH:

Whereas, the Plan contemplates a tax-free merger of MVSA with and into MBUSA in a subsidiary liquidation pursuant to Section 332 of the Internal Revenue Code of 1986, as amended; and

Whereas, MBUSA and MVSA anticipate that a merger of MVSA with and into MBUSA will further certain of their business objectives (including, without limitation, administrative savings, cost efficiencies and other synergies); and

Whereas, each Company desires to effect a merger in accordance with the laws of the State of Delaware and State of Florida; and

Whereas, the Board of Directors of both MBUSA and MVSA deem it advisable and in the best interest of each Company that MVSA merge with and into MBUSA pursuant to the terms of the Plan and that MBUSA be the surviving company.

NOW, THEREFORE, in accordance with the laws of the State of Delaware and the State of Florida, the parties hereto agree that, subject to the conditions hereinafter set forth, (i) MVSA shall be merged with and into MBUSA (the "Merger"), (ii) MBUSA will be the Surviving Company, (iii) the Surviving Company shall be governed by the laws of the State of Delaware, and (iv) the terms and conditions of the Merger and the mode of carrying the Merger into effect shall be as follows:

1. Surviving Company; Registered Office:

On the Effective Date, MVSA shall be merged with and into MBUSA, which shall be the Surviving Company and which shall exist by virtue of and be governed by the laws of the State of Delaware. The address of MBUSA's registered office in that state is: The Corporation Trust Company, 1209 Orange Street, Wilmington, Delaware 19801.

2. Manner of Conversion of Shares:

The terms and conditions of the Merger, including the manner and basis of treating the ownership of the Surviving Company shall be as follows:

- a. The Certificate of Incorporation of MVSA, which shall be issued and outstanding on the Effective Date, shall forthwith be canceled and retired, and each holder of a certificate representing any such shares shall cease to have any rights with respect thereto.
- b. The Member Certificate of MBUSA issued and outstanding on the Effective Date shall remain issued and outstanding.

3. Effect of Merger:

- a. From and after the Effective Date, the effect of the Merger shall be as provided in the applicable provisions of Delaware law; at such time the separate existence of MVSA, except to the extent continued by applicable statutes, if any, shall cease and thereupon MVSA and MBUSA shall become a single company, subject to all restrictions, obligations, duties and liabilities of MVSA. MBUSA reserves the right after the Effective Date to amend, alter, change or repeal any provision contained in its Certificate of Formation in the manner now or hereafter prescribed by the Delaware Limited Liability Company Act.
- b. The company identity, existence, purposes, rights, privileges, immunities, powers, franchises, of a public as well as a private nature, and authority of MBUSA shall continue unaffected and unimpaired by the Merger, and the corporate identity, existence, purposes, rights, privileges, immunities, powers, franchises, of a public as well as a private nature, and authority of MVSA shall be merged into MBUSA and MBUSA shall succeed to and be fully vested therewith.
- c. From and after the Effective Date, all MVSA rights, privileges, franchises, patents, trademarks, licenses, registrations, assets and business of every description, whether real, personal or mixed, and every interest therein, and all debts, liabilities and obligations belonging to or due to MVSA, on whatever account, including all causes of action belonging to MVSA, shall be taken by and be deemed to be transferred to and vested in the Surviving Company without further act or deed. All property, rights, privileges, powers and franchises, and all and every other interest, of MVSA shall thereafter be the property of the Surviving Company in the same manner as they were of MVSA, and the title to any real estate vested by deed or otherwise in MVSA shall not revert or be any way impaired as a result of Merger. MVSA agrees that, from time to time, as and when requested by the Surviving Company, or its successors or assigns, it will execute and deliver such instruments and take or cause to be taken such action as may be necessary or appropriate in order to perfect, confirm or deliver title and possession to the Surviving Company of all the assets of MVSA and otherwise carry out the purposes of the Plan.
- d. All rights of creditors of MVSA, and all liens upon any property owned by MVSA shall be preserved and unimpaired, and all debts, obligations, liabilities and duties of MVSA shall be on the Effective Date assumed by the Surviving Company to the same extent as

if said debts, obligations, liabilities and duties had originally been incurred or contracted by it.

- e. The Surviving Corporation may be served with process in the State of Delaware in any proceedings for enforcement of any obligation of MVSA as well as for enforcement of any obligation of the Surviving Corporation arising from the Merger; and it does hereby irrevocably appoint the Secretary of State of Delaware as its agents to accept service of process in any such suit or other proceeding. The address to which a copy of such process shall be mailed by the Secretary of State of Delaware is The Corporation Trust Company, 1209 Orange Street, Wilmington, Delaware 19801, until the Surviving Company shall have hereafter designed in writing to the said Secretary of State a different address for such purpose. Service of such process may be made by personally delivering to and leaving with the Secretary of State of Delaware duplicate copies of such process, one of which copies of Secretary of State of Delaware shall forthwith send by registered mail to the Surviving Corporation at the above address.

4. Certificate of Formation:

The Certificate of Formation of MBUSA, as in effect immediately prior to the Effective Date, shall remain in full force and effect and shall be the Certificate of Formation of the Surviving Company.

5. Limited Liability Company Agreement, Officers and Directors of the Surviving Company

- a. The Limited Liability Company Agreement of MBUSA, as in effect immediately prior to the Effective Date, shall be the Limited Liability Company Agreement of the Surviving Company until amended in accordance with law.
- b. From and after the Effective Date, and until their successors are duly elected and qualified, the officers and directors of the Surviving Company shall be the same as they were prior to the Effective Date.

6. Shareholder/Member Approval:

- a. The obligations of MVSA under the Plan are subject to the approval and adoption of the Plan by a unanimous vote of the shareholders entitled to voted therein required pursuant to Section 264 of the Delaware Corporations Law.
- b. The obligations of MBUSA under the Plan are subject to the approval and adoption of the Plan by its Member pursuant to Section of 18-209 of the Delaware Limited Liability Company Act and 3.4 of MBUSA's Limited Liability Company Agreement.

7. Termination:

The Plan may be terminated and the Merger abandoned before or after approval and adoption thereof by the Shareholder of MVSA and Board of Directors of MBUSA at any time, but not later than the Effective Date, by the mutual written consent of the Board of Directors of MBUSA and the Board of Directors of MVSA.

8. Miscellaneous:

- a. In the event the Plan is terminated as provided in Section 8, neither MVSA nor MBUSA shall have any liability to the other for costs, expenses, loss of anticipated profits or otherwise.
- b. This instrument contains the entire agreement among the parties hereto with respect to the transactions contemplated herein.
- c. The Plan may be executed in one or more counterparts, each of which shall be deemed an original.
- d. Subject to any applicable provisions of the laws of Delaware, the Plan may be modified or amended, whether before or after approval by the Board of Directors of each respective company.
- e. If any term, provision, covenant or restriction of the Plan is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the terms, provisions, covenants and restrictions of the Plan shall continue in full force and effect and shall in no way be effected, impaired or invalidated.

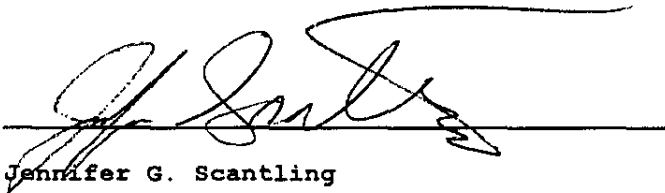
IN WITNESS WHEREOF, each of the parties hereto has cause the Plan to be executed as of this 9<sup>th</sup> day of December 2016.

**MERCEDES-BENZ USA, LLC, a Delaware corporation**

A handwritten signature in dark ink, appearing to read 'Matthew', is written over a horizontal line.

**Matthew Everitt**

**MVSA COMPANY, INC., a Florida corporation**

A handwritten signature in dark ink, appearing to read 'Jennifer G. Scantling', is written over a horizontal line.

**Jennifer G. Scantling**