

Division of Corporations

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## Help

DEC 16 2016

**COVER LETTER**

**TO:** Registration Section  
Division of Corporations

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

Name of Limited Liability Company

Dear Sir or Madam:

The enclosed Statement of Correction and fee(s) are submitted for filing.

Please return all correspondence concerning this matter to the following:

Nevi Persaud

Name of 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

Name of Person

770

Area Code

705-3196

Daytime Telephone Number

**STREET/COURIER ADDRESS:**

Registration Section  
Division of Corporations  
Clifton Building  
2661 Executive Center Circle  
Tallahassee, Florida 32301

**MAILING ADDRESS:**

Registration Section  
Division of Corporations  
P.O. Box 6327  
Tallahassee, Florida 32314

Enclosed is a check for the following amount:

☐ \$25 Filing Fee

☐ \$30 Filing Fee &  
Certificate of Status

☐ \$55 Filing Fee &  
Certified Copy

☐ \$60 Filing Fee,  
Certificate of Status &  
Certified Copy

CR2E062 (9/15)

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**STATEMENT OF CORRECTION  
FOR  
FLORIDA OR FOREIGN LIMITED LIABILITY COMPANY**

Pursuant to section 605.0209, F.S., this document is being submitted to correct a previously filed document.

**FIRST:** The name of the limited liability company is: \_\_\_\_\_

**Mercedes-Benz USA, LLC**

**SECOND:** The Florida Document number of the limited liability company is: **M00000001010**

**THIRD:** Document to be corrected is: Articles of Merger For Florida Profit or Non-Profit Corporation Into Other Business Entity

**(CHECK THE APPROPRIATE BOX AND COMPLETE THE APPLICABLE STATEMENT)**

- ☒ Contains an incorrect statement. The incorrect statement, the reason the statement is incorrect, and the corrected statement are as follows:

**Exhibit A is being replaced with the attached Exhibit A.**

**OR**

- ☐ Was defectively signed. The manner in which the document was defectively signed and the appropriate correction are as follows:

**OR**

- ☐ The electronic transmission of the record was defective.

Signature of Authorized Representative

Date

Signature of new registered agent, if applicable :( NOTE: if correcting the registered agent, the new registered agent must sign accepting the designation).

**New Registered Agent's Signature, if changing Registered Agent:**

*I hereby accept the appointment as registered agent and agree to act in this capacity. I further agree to comply with the provisions of all statutes relative to the proper and complete performance of my duties, and I am familiar with and accept the obligations of my position as registered agent as provided for in Chapter 605, F.S. Or, if this document is being filed to merely reflect a change in the registered office address, I hereby confirm that the limited liability company has been notified in writing of this change.*

Registered Agent's Signature

Filing Fee: \$25.00  
Certified Copy: \$30.00 (optional)

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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 607.1108 of the Florida Business Corporations Act.
- 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.

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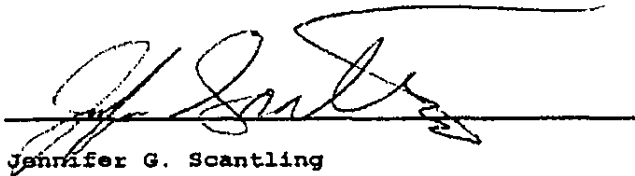
IN WITNESS WHEREOF, each of the parties hereto has cause the Plan to be executed as of this 9<sup>th</sup> day of December 2016.

MERCEDES-BENZ USA, LLC, a Delaware corporation



Matthew Everitt

MVSA COMPANY, INC., a Florida corporation



Jennifer G. Scantling

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