

MD0549

(Requestor's Name)

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(City/State/Zip/Phone #)

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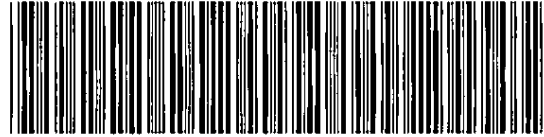
(Business Entity Name)

(Document Number)

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17 OCT 17 PM 4:31

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17 OCT 17 AM 8:38

SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

Merger  
OCT 16 2017



FLORIDA DEPARTMENT OF STATE  
Division of Corporations

October 19, 2017

ATTN: ROXANNE TURNER  
CSC  
WALK IN  
TALLAHASSEE, FL

**RESUBMIT**

Please give original  
submission date as file date.

SUBJECT: CAMSO USA INC.  
Ref. Number: M00849

We have received your document for CAMSO USA INC. and the authorization to debit your account in the amount of \$70.00. However, the document has not been filed and is being returned for the following:

The merger or share exchange should be signed by the chairman or vice chairman of the board of directors, the president or any other officer for each corporation involved in the merger or share exchange.

Please return your document, along with a copy of this letter, within 60 days or your filing will be considered abandoned.

If you have any questions concerning the filing of your document, please call (850) 245-6050.

Rebekah White  
Regulatory Specialist II

Letter Number: 317A00021090

17 OCT 27 AM 10:47

CORPORATION SERVICE COMPANY  
1201 Hays Street  
Tallahassee, FL 32301  
Phone: 850-558-1500

ACCOUNT NO. : I20000000195

REFERENCE : 871769 4332313

AUTHORIZATION :



COST LIMIT : \$ 704.00

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ORDER DATE : October 17, 2017

ORDER TIME : 3:51 PM

ORDER NO. : 871769-005

CUSTOMER NO: 4332313  
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ARTICLES OF MERGER

TIRES-PJ'S, LLC

INTO

CAMSO USA INC.

PLEASE RETURN THE FOLLOWING AS PROOF OF FILING:

\_\_\_\_ CERTIFIED COPY  
XX PLAIN STAMPED COPY

CONTACT PERSON: Roxanne Turner

EXAMINER'S INITIALS: \_\_\_\_\_

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

The following Articles of Merger are submitted to merge the following Texas limited liability company into a Florida for-profit corporation 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>
TIRES-PP'S, LLC	Texas	Limited Liability Company
Camso USA Inc.	Florida	For-Profit 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>
Camso USA Inc.	Florida	Profit Corporation

**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 Plan of Merger attached hereto as Exhibit A 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:

October 31, 2017 at 11:59 p.m.

**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:


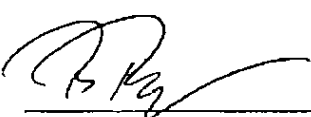
Not applicable.

**SEVENTH:** If the surviving party is an out-of-state entity, the surviving entity: (Not applicable).

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:

<u>Name of Entity/Organization:</u>	<u>Signature(s):</u>	<u>Typed or Printed Name of Individual:</u>
Camso USA Inc.		Robert Bulger
TIRES-PJ's, LLC		Robert Bulger

**Exhibit A**

**Plan of Merger**

(See attached).

EXECUTION COPY  
FILED  
17 OCT 17 AM 8:33  
SECRETARY OF STATE  
TALLAHASSEE FLORIDA

AGREEMENT AND PLAN OF MERGER  
of  
TIRES-PJ'S, LLC,  
(a Texas limited liability company)  
with and into  
CAMSO USA INC.,  
(a Florida corporation)

THIS AGREEMENT AND PLAN OF MERGER (this "Agreement") is entered into as of October 26<sup>th</sup>, 2017, by and between TIRES-PJ'S, LLC, a Texas limited liability company ("TIRES-PJ'S") and CAMSO USA INC., a Florida corporation ("Camso") and, collectively with TIRES-PJ'S, the "Constituent Entities").

WHEREAS, Camso is a Florida corporation, with its registered office therein located at c/o Corporation Service Company, 1201 Hays Street, Tallahassee, FL 32301 (Leon County);

WHEREAS, Camso Manufacturing USA, Ltd., a Delaware corporation ("CMUSA"), is the sole shareholder of Camso;

WHEREAS, TIRES-PJ'S, a Texas limited liability company, with its registered office therein located at c/o Capitol Corporate Services, Inc., 206 E. 9th Street, Suite 1300, Austin, TX 78701 (Travis County), is a wholly owned subsidiary of Camso; and

WHEREAS, the board of directors and the sole shareholder of Camso deem it advisable and to the advantage, welfare, and best interests of Camso to merge TIRES-PJ'S with and into Camso pursuant to the Florida Business Corporation Act of the State of Florida, (the "FLBCL") and the Texas Business Organizations Code (the "TBOC") upon the terms and conditions hereinafter set forth:

NOW, THEREFORE, in consideration of the premises and of the mutual agreement of the parties hereto, in accordance with the laws of the jurisdiction of formation of each of the Constituent Entities and by the governing documents of each of the Constituent Entities, being thereunto duly approved by: (i) a resolution adopted by the board of directors of CMUSA; and (ii) a joint resolution adopted by the board of directors and the sole shareholder of Camso, approving this Agreement and the terms and conditions hereof and the mode of carrying the same into effect, which are hereby determined and agreed upon as hereinafter set forth:

1. TIRES-PJ'S shall, pursuant to the provisions of the TBOC and the FLBCL, be merged with and into Camso (the "Merger"), with Camso being the surviving entity (the "Surviving Company") from and after the Effective Time (defined herein) of the Merger and shall continue to exist as said Surviving Company under the same name pursuant to the provisions of the FLBCL. The Surviving Company will maintain as its registered office address the following address: c/o Corporation Service Company, 1201 Hays Street, Tallahassee, FL 32301 (Leon County) at the Effective Time of the Merger.

2. The separate existence of TIRES-PJ'S (the "Terminating Company") shall cease at the Effective Time in accordance with the provisions of the TBOC and the FLBCL.

3. At the Effective Time of the Merger: (a) the sole membership interest of the Terminating Company shall be surrendered and canceled, and (b) all of the issued and outstanding shares of common stock of the Surviving Company that were issued under the name of Camso prior to the Merger shall be unaffected by the Merger and shall continue to represent the same number of issued and outstanding shares of common stock 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 incorporation of the Surviving Company, as now in force and effect (the "Articles of Incorporation"), shall continue to be the Articles of Incorporation of the Surviving Company, until further amended and changed in the manner prescribed by the provisions of the FLBCL. The bylaws of the Surviving Company, as now in force and effect (the "Bylaws"), shall continue to be the Bylaws of the Surviving Company, until further amended and changed in the manner prescribed by the provisions of the FLBCL.

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 10.201 of the TBOC and Section 607.1101(9) of the FLBCL.

6. This Agreement may be amended by the mutual agreement of the Surviving Company and the Terminating Company except as indicated herein. Pursuant to Section 607.1103(8) of the FLBCL, any amendment to this Agreement that is made subsequent to the approval of this Agreement by the sole shareholder of Camso 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 Camso;

(b) change any other terms and conditions of the Agreement if such change would materially and adversely affect Camso or its sole shareholder; or

(c) except as specified in Section 607.1002 of the FLBCL or without the vote of the sole shareholder, change any term of the Articles of Incorporation of Camso.

If an amendment to this Agreement is made in accordance with the terms and provisions set forth herein prior to the Effective Time of the Merger, and Articles of Merger have been filed with the Florida Department of State, amended Articles of Merger executed by TIRES-PJ'S and Camso shall be filed with the Florida Department of State prior to the Effective Time of the Merger.

7. The "Effective Time" of the Merger shall be as of 11:59 p.m. EDT on October 31, 2017, and shall be specified as such in the Articles of Merger when filed with the Secretary of State of the State of Florida.

8. The parties hereto agree that this Agreement has been duly adopted and approved on behalf of the Terminating Company and of the Surviving Company in accordance with the provisions of the TBOC and the FLBCL, and further 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 the State of Texas, 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.


9. The respective boards of directors 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 that 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.

10. 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.


*[Remainder of page intentionally left blank.]*

IN WITNESS WHEREOF, this Agreement is hereby duly executed on behalf of each of the parties hereto as of the date first set forth above.

CAMSO USA INC., a Florida corporation

By:   
Name Robert Bulger  
Title: Chief Executive Officer

TIRES-PJ'S, LLC, a Texas limited liability company

By:   
Name Robert Bulger  
Title: Chief Executive Officer