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2020 APR -1 AM 7:11

CLERK OF SUPERIOR COURT  
JUDICIAL DISTRICT 11  
TALLAHASSEE, FL 32301

APR 14 2020

S. YOUNG

# EPSTEIN & COHEN

A LIMITED LIABILITY COMPANY

COUNSELORS AT LAW

SUITE 101

25 SYCAMORE AVENUE

LITTLE SILVER, NEW JERSEY 07739

DAVID M. EPSTEIN

SANDRA L. COHEN

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March 31, 2020

*Via Federal Express*

Amendment Section  
Division of Corporations  
The Centre of Tallahassee  
2415 N. Monroe Street, Suite 810  
Tallahassee, FL 32303

**Re: Article of Merger  
Alius Corp with and into Exzac, Inc.**

To Whom It May Concern:

Enclosed please find a copy of the Articles of Merger for Alius Corp, a Delaware Corporation, with and into Exzac, Inc., a Florida Corporation. The effective date of the merger is April 1, 2020. Also enclosed is a check in the amount of \$78.75 for the filing fee and certified copy fee.

Please return the filed documents to my attention at the address above. If you have questions, please do not hesitate to contact me at 732-996-6103 or cohen@epstein-cohen.com.

Very truly yours,

*Sandra L. Cohen*

Sandra L. Cohen

SLC/ngc  
Enclosure

2020 APR -1 AM 7:11

OFFICE OF THE ATTORNEY GENERAL  
STATE OF CONNECTICUT  
HARTFORD, CONNECTICUT 06103

**SIXTH:** The merger is to become effective as of April 1, 2020.


**SEVENTH:** A copy of the Agreement and Plan of Merger will be furnished by the surviving entity, on request and without cost, to any shareholder of Exzac, Inc. or Alius, Corp.

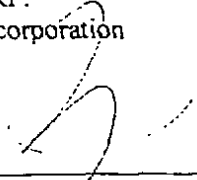
**EIGHTH:** The surviving corporation agrees that it may be served with process in the State of Delaware in any proceeding for enforcement of any obligation of the surviving corporation arising from this merger, including any suit or other proceeding to enforce the rights of any stockholders as determined in appraisal proceedings pursuant to the provisions of Section 262 of the Delaware General Corporation laws, and irrevocably appoints the Secretary of State of Delaware as its agent to accept services of process in any such suit or proceeding. The Secretary of State shall mail any such process to the surviving corporation at 3 Second Street, Suite 802, Jersey City, NJ 07302.

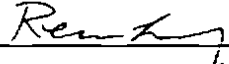
In WITNESS WHEREOF, the undersigned have executed this Certificate of Merger on this 30 day of March, 2020.

ATTEST:

ALIUS. CORP.  
A Delaware corporation

  
\_\_\_\_\_  
Inbal Gilboa-Amir

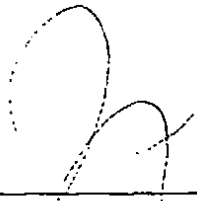
By   
\_\_\_\_\_  
Moshe Attias, CFO

By:   
\_\_\_\_\_  
Renan Levy

ATTEST:

EXZAC, INC.  
A Florida corporation

By: AG2000 Holdings, LLC

  
\_\_\_\_\_  
Moshe Attias, CFO

By   
\_\_\_\_\_  
Renan Levy, CEO

## **AGREEMENT AND PLAN OF MERGER**

AGREEMENT AND PLAN OF MERGER made and entered into as of the 30 day of March, 2020, by and between EXZAC, INC. a Florida corporation ("EXZAC") and ALIUS, CORP., a Delaware corporation ("ALIUS").

### **STATEMENTS OF FACT:**

- A. EXZAC is the sole stockholder of ALIUS.
- B. The stockholders and boards of directors of EXZAC and ALIUS deem it advisable and in the best interest of said corporations and their respective shareholders that the said corporations merge into a single corporation with the surviving entity being EXZAC, INC. a Florida corporation said merger to be pursuant to the provisions of Sections 607.110 et. seq. of the Florida Business Corporation Act and Title 8, Sections 251 et seq of the Delaware Business Corporation Law.

NOW, THEREFORE, in consideration of the premises and the mutual agreements, covenants, grants and provisions herein contained, it is hereby agreed by and between the parties hereto that ALIUS shall be merged into EXZAC and that the terms and conditions of the merger (the "Merger") shall be as follows:

### **ARTICLE I**

ALIUS shall be and it hereby is merged at the effective date of the Merger into EXZAC (sometimes referred to as "Surviving Corporation"), which shall survive the Merger. The name of the Surviving Corporation shall be EXZAC, INC. a Florida corporation.

### **ARTICLE II**

The terms and conditions of the Merger, and the mode of carrying it into effect are as follows:

- 1. The Merger shall be effective as of April 1, 2020.
- 2. Except as herein otherwise specifically set forth, the corporate identity, existence, purposes, powers, franchises, rights and immunities of EXZAC shall continue

unaffected and unimpaired by the Merger and the corporate identity, existence, purposes, powers, franchises, rights and immunities of ALIUS shall be merged into EXZAC and EXZAC shall be fully vested therewith. The separate corporation existence of ALIUS, except insofar as the same may be continued by statute, shall cease upon the effective date of the Merger.

3. The Articles of Incorporation of EXZAC shall remain and continue to be the Articles of Incorporation of the Surviving Corporation following the effective date of the Merger until the same shall be altered or amended according to the provisions thereof.

4. The bylaws of EXZAC shall remain and continue to be the bylaws of the Surviving Corporation until the same shall be altered or amended according to the provisions thereof.

5. Upon the effective date of the Merger, all the rights, privileges, powers and franchises, public or private of ALIUS, all property, real, personal and mixed of ALIUS, and all debts due to ALIUS on whatever account, and all other things in actions, and all and every other interest of or belonging to or due ALIUS, shall vest in EXZAC without further act or deed as effectually as they were vested in ALIUS. The title to any real estate or any interest therein, vested under the laws of any jurisdiction in ALIUS, by deed or otherwise, shall not revert to be in any way impaired by reason of the Merger. All rights of creditors and all liens upon property of ALIUS shall be preserved unimpaired, limited in lien to the property affected by such liens immediately prior to the effective date of the Merger, and shall be deemed to continue in existence to the extent necessary to preserve the same. All debts, liabilities, restrictions and duties of ALIUS shall thenceforth attach to EXZAC and may be enforced against it to the same extent as if they had been incurred or contracted by EXZAC. Any action or proceeding pending by or against ALIUS may be prosecuted to judgment, which shall bind EXZAC, or EXZAC may be proceeded against or substituted in place of ALIUS.

6. EXZAC hereby agrees that it may be served with process in the State of Delaware in any proceeding for the enforcement of any obligation of ALIUS.

7. EXZAC hereby irrevocably appoints the Secretary of State of the State of Delaware as its agent to accept service of process in any such proceeding and the post office address to which the Secretary of State shall mail a copy of such process in such proceeding is 3 Second Street, Suite 802, Jersey City, New Jersey 07302.

8. If at any time after the effective date of the Merger, EXZAC shall consider or be advised that any further assignments or assurances in law or any other things are necessary or desirable to vest, perfect or confirm of record or otherwise, in EXZAC the title to any property or rights of ALIUS acquired or to be acquired by reason of, or as a result of the Merger, EXZAC and its proper shareholders or directors or officers shall and will execute and deliver all such property deeds, assignments and assurances in law and do all things necessary or proper to vest, perfect or confirm title to such property or rights in EXZAC and otherwise to carry out the purposes of this Plan of Merger, and the shareholders or directors or officers of ALIUS and the proper shareholders or directors or officers of EXZAC are fully authorized in the name of ALIUS or otherwise to take any and all such action.

### ARTICLE III

Upon the effective date of the Merger the certificates representing the ownership interests in ALIUS, if any, will be transferred and delivered to EXZAC and will be duly cancelled. As EXZAC is the sole shareholder of ALIUS, upon the merger ALIUS will cease to exist and no shares in EXZAC will need to be issued to it as a result of the within Merger. No changes to the rights and preferences of the shareholders in EXZAC shall occur as a result of the with Merger.

### ARTICLE IV

All acts, plans, policies, approvals and authorizations of ALIUS, its shareholders or directors or officers, which were valid and effective immediately prior to the effective date of the Merger shall be taken for all purposes as the acts, plans, policies, approvals and

authorizations of EXZAC and shall be effective and binding thereon as the same were with respect to ALIUS.

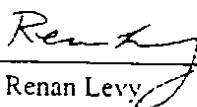
**ARTICLE V**

It is expressly agreed that this Agreement embodies the entire agreement of the parties in relation to the subject matter hereof and that no understandings or agreements, oral or written, in relation thereto exists between the parties except as herein expressly set forth.

**ARTICLE VI**


This Agreement may be executed in any number of counterparts, each of which shall be an original, but such counterparts shall together constitute but one and the same instrument.

ATTEST:


  
\_\_\_\_\_  
Renan Levy

ALIUS CORP.,  
A Delaware corporation

By:   
\_\_\_\_\_  
Moshe Attias, CFO

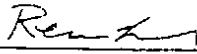
By:   
\_\_\_\_\_  
Inbal Gilboa-Amir

ATTEST:

  
\_\_\_\_\_  
Moshe Attias, CFO

EXZAC, INC.  
A Florida corporation

By: AG2000 Holdings, LLC

By:   
\_\_\_\_\_  
Renan Levy, CEO