

P090000028173

(Requestor's Name)

(Address)

(Address)

(City/State/Zip/Phone #)

☐ PICK-UP ☐ WAIT ☐ MAIL

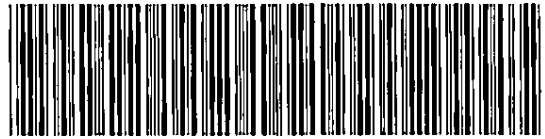
(Business Entity Name)

(Document Number)

Certified Copies _____ Certificates of Status _____

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2018 DEC 26 AM 10:19

FILED

EFFECTIVE DATE

12/31/2018

RECEIVED
DIVISION OF CORPORATIONS
TALLAHASSEE, FLORIDA

18 DEC 26 PM 2:12

RECEIVED

Melguel

IA

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

ACCOUNT NO. : I20000000195

REFERENCE : 558417 4812609

AUTHORIZATION :

COST LIMIT : \$ 70.00

ORDER DATE : December 26, 2018

ORDER TIME : 11:59 AM

ORDER NO. : 558417-010

CUSTOMER NO: 4812609

ARTICLES OF MERGER

RMS INTERNATIONAL (USA) INC.

INTO

RMS INTERNATIONAL (USA) INC.

PLEASE RETURN THE FOLLOWING AS PROOF OF FILING:

____ CERTIFIED COPY
XX _____ PLAIN STAMPED COPY

CONTACT PERSON: Emily Croft

EXAMINER'S INITIALS:

14

COVER LETTER

TO: Amendment Section
Division of Corporations

SUBJECT: RMS International (USA) Inc.

Name of Surviving Corporation

The enclosed Articles of Merger and fee are submitted for filing.

Please return all correspondence concerning this matter to following:

Erin Joyce

Contact Person

Holland & Knight LLP

Firm/Company

10 St. James Ave.

Address

Boston, MA 02116

City/State and Zip Code

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

For further information concerning this matter, please call:

Erin Joyce

Name of Contact Person

At (617) 305-2176

Area Code & Daytime Telephone Number

☐ Certified copy (optional) \$8.75 (Please send an additional copy of your document if a certified copy is requested)

STREET ADDRESS:

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

MAILING ADDRESS:

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

EFFECTIVE DATE
12/31/2018

ARTICLES OF MERGER
(Profit Corporations)

The following articles of merger are submitted in accordance with the Florida Business Corporation Act, pursuant to section 607.1105, Florida Statutes.

First: The name and jurisdiction of the surviving corporation:

<u>Name</u>	<u>Jurisdiction</u>	<u>Document Number</u> (If known/ applicable)
RMS International (USA) Inc.	Delaware	n/a

Second: The name and jurisdiction of each merging corporation:

<u>Name</u>	<u>Jurisdiction</u>	<u>Document Number</u> (If known/ applicable)
RMS International (USA) Inc.	Florida	P09000028173

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Third: The Plan of Merger is attached.

Fourth: The merger shall become effective on the date the Articles of Merger are filed with the Florida Department of State.

OR 12 / 31 / 2018 (Enter a specific date. NOTE: An effective date cannot be prior to the date of filing or more than 90 days after merger file date.)

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.

Fifth: Adoption of Merger by surviving corporation - (COMPLETE ONLY ONE STATEMENT)

The Plan of Merger was adopted by the shareholders of the surviving corporation on December 20, 2018.

The Plan of Merger was adopted by the board of directors of the surviving corporation on _____ and shareholder approval was not required.

Sixth: Adoption of Merger by merging corporation(s) (COMPLETE ONLY ONE STATEMENT)

The Plan of Merger was adopted by the shareholders of the merging corporation(s) on December 20, 2018.

The Plan of Merger was adopted by the board of directors of the merging corporation(s) on _____ and shareholder approval was not required.

(Attach additional sheets if necessary)

AGREEMENT AND PLAN OF MERGER

This Agreement and Plan of Merger (this "Agreement") is made as of this 20th day of December, 2018, by and between RMS International (USA) Inc., a Florida corporation ("RMS-FL") and RMS International (USA) Inc., a Delaware corporation ("RMS-DE") and together with RMS-FL, the "Corporations").

RECITALS

WHEREAS, in order to achieve cost savings and efficiencies in accounting, filing and other administrative functions (collectively, the "Business Purpose"), the Board of Directors and the sole shareholder of RMS-FL and the Board of Directors and the sole shareholder of RMS-DE deem it advisable and in the best interests of each of the Corporations, that RMS-FL merge with and into RMS-DE under and pursuant to the provisions of the Delaware General Corporation Law (the "DGCL") and the provisions of the Florida Business Corporation Act (the "FBCA"), with RMS-DE being the surviving corporation of such merger.

NOW, THEREFORE, in consideration of the mutual benefits to be derived from this Agreement, including, without limitation, the Business Purpose, and the representations, warranties, covenants, agreements, conditions and promises contained herein, the parties agree as follows:

1. THE MERGER

(a) The Merger. In accordance with the provisions of this Agreement, the DGCL and the FBCA, RMS-FL shall merge with and into RMS-DE (the "Merger"). At and after the Effective Time (as defined in Section 1(b) hereof), RMS-DE shall be, and is sometime referred to herein as, the "Surviving Corporation." RMS-FL and RMS-DE are sometimes referred to herein as the "Constituent Entities."

(b) Effective Time of the Merger. As soon as possible after this Agreement is executed and delivered, a Certificate of Merger (the "Certificate") shall be filed with the Delaware Secretary of State, Division of Corporation, and Articles of Merger shall be filed with the Florida Secretary of State, Division of Corporations. The Merger shall become effective on December 31, 2018 (the "Effective Time").

(c) Effect of Merger. At the Effective Time, the separate existence of RMS-FL shall cease and RMS-FL shall be merged with and into the Surviving Corporation and the Surviving Corporation shall possess all of the rights, privileges, powers and franchises of a public as well as a private nature, and shall be subject to all of the restrictions, disabilities and duties of each of the Constituent Entities to the fullest extent provided in the DGCL.

(d) Certificate of Incorporation, Name, By-Laws, Directors and Officers of Surviving Corporation.

From and after the Effective Time,

(i) the Certificate of Incorporation of RMS-DE shall be the Certificate of Incorporation of the Surviving Corporation (the "Certificate of Incorporation") and the name of the Surviving Corporation shall be RMS International (USA) Inc., unless and until altered, amended or repealed as provided in the DGCL or the Certificate of Incorporation;

(ii) the Bylaws of RMS-DE shall be the Bylaws of the Surviving Corporation (the "Bylaws"). unless and until altered, amended or repealed as provided in the DGCL, the Certificate of Incorporation or such Bylaws;

(iii) the directors of RMS-DE shall be the directors of the Surviving Corporation, unless and until removed, or until such directors' respective terms of office shall have expired, in accordance with the DGCL, the Certificate of Incorporation and the Bylaws of the Surviving Corporation, as applicable; and

(iv) the officers of RMS-DE shall be the officers of the Surviving Corporation, unless and until removed, or until their respective terms of office shall have expired, in accordance with the DGCL, the Certificate of Incorporation and the Bylaws of the Surviving Corporation, as applicable.

(e) Taking of Necessary Action. Prior to the Effective Time, the parties hereto shall do, or cause to be done all such acts and things as may be necessary or appropriate in order to effectuate the Merger as expeditiously as reasonably practicable in accordance with this Agreement, the DGCL and the FBCA.

(f) Tax-Free Reorganization. For Federal income tax purposes, the parties intend that the Merger be treated as a tax-free "A" reorganization within the meaning of Section 368(a)(1)(A) of the Internal Revenue Code of 1986, as amended (the "Code"), and the regulations thereunder. The parties shall not take a position on any tax return or reports inconsistent with this paragraph, unless required by law.

2. STOCK

As of the Effective Time, by virtue of the Merger, (a) the shares of the common stock of RMS-DE, shall continue to be outstanding, unchanged, and shall be the common stock of the Surviving Corporation, held by the same shareholders and in the same proportions as immediately prior to the Effective Time, and (b) inasmuch as the shareholders of RMS-FL currently hold all of the outstanding shares of the common stock of RMS-DE, in the exact same proportions as they currently hold shares of RMS-FL, no additional shares of the common stock of RMS-DE will be issued in respect of the outstanding shares of the capital stock of RMS-FL, and at the Effective Time, all outstanding shares of capital stock of RMS-FL shall no longer be outstanding and shall automatically be cancelled and retired and shall cease to exist and each shareholder of RMS-FL shall cease to have any rights as a shareholder of RMS-FL.

3. APPROVAL OF AGREEMENT; FILING THEREOF

The Board of Directors and the shareholders of RMS-FL and the Board of Directors and shareholders of RMS-DE have approved and adopted the Merger and this Agreement by executing written consents in accordance with the DGCL and the FBCA.

4. MISCELLANEOUS.

(a) Amendment. The parties may amend this Agreement by action taken by the Boards of Directors of RMS-FL and RMS-DE at any time prior to the Effective Time. No amendment of this Agreement shall be made which pursuant to the DGCL, the FBCA or other law requires the further approval of the shareholders of either or both of RMS-FL and/or RMS-DE unless such approval has been obtained. Only an instrument in writing signed on behalf of each of the parties can amend this Agreement.

(b) Entire Agreement. This Agreement contains the entire agreement among the parties hereto with respect to the transactions contemplated hereby and supersedes all prior arrangements or understandings, written or oral.

(c) Counterparts. This Agreement may be executed in any number of counterparts by original or facsimile signature, each such counterpart shall be an original instrument, and all such counterparts together shall constitute one and the same agreement.

(d) Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Delaware as applicable to the Merger. The terms of this Agreement applicable to contracts made and to be performed wholly therein shall be governed by and construed in accordance with the laws of the State of Delaware (without regard to principles of conflicts of laws).

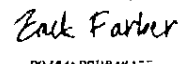
(e) Pronouns. As used herein, all pronouns shall include the masculine, feminine, neuter, singular and plural thereof whenever the context and facts require such constructions.

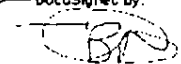
(f) Descriptive Headings. Descriptive headings are for convenience only and shall not control or affect the meaning or construction of any provision of this Agreement.

[Signature page follows]


IN WITNESS WHEREOF, each of the parties hereto has caused this Agreement and Plan of Merger to be executed and delivered on its behalf as of the date first above written.

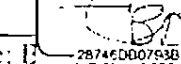
RMS INTERNATIONAL (USA) INC.

By:  _____
Name: 90754529B846435
Title: President

By:  _____
Name: 287460BC792B430.roft
Title: Secretary

RMS INTERNATIONAL (USA) INC.

By:  _____
Name: 90754529B846435
Title: President

By:  _____
Name: E 28746000793B400
Title: Secretary