

P09000090546

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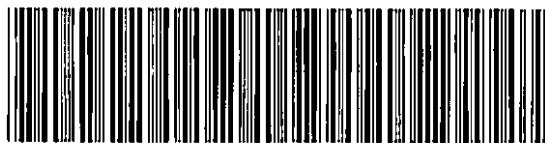
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SECRETARY OF STATE
TALLAHASSEE, FLORIDA

ACCOUNT NO. : I20000000195

REFERENCE : 555153 81372A

AUTHORIZATION :

COST LIMIT : \$ 70.00

ORDER DATE : December 21, 2018

ORDER TIME : 9:57 AM

ORDER NO. : 555153-005

CUSTOMER NO: 81372A

ARTICLES OF MERGER

BGE HOLDINGS, INC.

INTO

CIRQUE DU SOLEIL HOLDINGS 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

(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)
Cirque du Soleil Holdings USA, Inc.	Delaware	2576285

Second: The name and jurisdiction of each merging corporation:

<u>Name</u>	<u>Jurisdiction</u>	<u>Document Number</u> (If known/ applicable)
BGE Holdings, Inc.	Florida	P09000090546

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 18, 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 18, 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)

Seventh: SIGNATURES FOR EACH CORPORATION

Name of Corporation

Signature of an Officer or Director

Typed or Printed Name of Individual & Title

Cirque du Soleil Holding USA,

2. July

Jocelyn Côté, Secretary

BGE Holdings Inc.

Sum

Jocelyn Côté, President

AGREEMENT AND PLAN OF MERGER

AGREEMENT AND PLAN OF MERGER, dated as of December 18, 2018 (this "Agreement"), among Cirque du Soleil Holding USA, Inc., a Delaware corporation (the "Delaware Corporation") and BGE Holdings Inc. (the "Florida Corporation").

WITNESSETH:

WHEREAS, the Delaware Corporation is a corporation duly organized and existing under the laws of the State of Delaware;

WHEREAS, the Florida Corporation is a corporation duly organized and existing under the laws of the State of Florida;

WHEREAS, the Delaware Corporation desires to acquire the properties and other assets, and to assume all of the liabilities and obligations, of the Florida Corporation by means of a merger of the Florida Corporation with and into the Delaware Corporation;

WHEREAS, the respective Boards of Directors of the Delaware Corporation and the Florida Corporation have determined that it is advisable and in the best interests of such corporations and their Shareholders that the Florida Corporation merge with and into the Delaware Corporation upon the terms and subject to the conditions set forth in this Agreement;

WHEREAS, for United States federal income tax purposes, the parties intend the merger (as defined below) shall qualify as a "reorganization" within the meaning of Section 368(a) of the Internal Revenue Code of 1986 as amended (the "Code") and the Treasury Regulations promulgated thereunder and this Agreement is hereby adopted as a Plan of Reorganization for the purposes of Section 368 of the Code and the Treasury Regulations promulgated thereunder;

WHEREAS, the Shareholders of the Florida Corporation have approved this Agreement by execution of written Consents in accordance with Section 607.1107 of the Florida Business Corporate Act (the "FBCA");

WHEREAS, the Shareholders of the Delaware Corporation have approved this agreement by written Consents in accordance with Section 252(c) of the General Corporate Law of the State of Delaware, 8 Del.C. Section 101, et seq. (the "DGCL").

NOW, THEREFORE, in consideration of the premises and mutual agreements and covenants herein contained, the Delaware Corporation and the Florida Corporation hereby agree as follows:

ARTICLE I THE MERGER

SECTION 1.01. The Merger.

(a) After satisfaction or, to the extent permitted hereunder, waiver of all conditions to the Merger, and subject to the applicable provisions of the FBCA and the DGCL, the Florida Corporation will merge with and into the Delaware Corporation, and the Delaware Corporation shall file a Certificate of Merger with the Secretary of State of the State of Delaware in accordance with the provisions of the DGCL and Articles of Merger with the Secretary of State of the State of Florida in accordance with the provisions of the FBCA, and shall make all other filings or recordings required by Delaware or Florida law in connection with the Merger. The Merger shall become effective upon the later filing of the Certificate of Merger with the Secretary of State of the State of Delaware and the Secretary of State of the State of Florida or such later time as may be provided for in the Certificate of Merger (the "Effective Time").

(b) At the Effective Time, the Florida Corporation shall be merged with and into the Delaware Corporation, whereupon the separate existence of the Florida Corporation shall cease, and the Delaware Corporation shall be the surviving entity of the Merger (the "Surviving Corporation") in accordance with Section 607.1107 of the FBCA and Section 252 (c) of the DGCL.

SECTION 1.02. Cancellation of Interests: Conversion of Stock. At the Effective Time:

(a) Each share of capital stock of the Florida Corporation outstanding immediately prior to the Effective Time shall, by virtue of the Merger and without any action on the part of the holder thereof, be canceled, and no consideration shall be issued in respect thereof; and

(b) Each share of capital stock of the Delaware Corporation outstanding immediately prior to the Effective Time shall, by virtue of the Merger and without any action on the part of the holder thereof, remain unchanged and continue to remain outstanding as one share of capital stock of the Surviving Corporation.

ARTICLE II

THE SURVIVING CORPORATION

SECTION 2.01. Certificate of Incorporation. From and after the Effective Time, the certificate of incorporation of the Delaware Corporation in effect at the Effective Time shall be the certificate of incorporation of the Surviving Corporation.

SECTION 2.02. Bylaws. The bylaws of the Delaware Corporation in effect at the Effective Time shall be the bylaws of the Surviving Corporation unless and until amended in accordance with their terms and applicable law.

SECTION 2.03. Name of Surviving Corporation. The name of the Surviving Corporation shall be Cirque du Soleil Holding USA, Inc.

SECTION 2.04. Directors and Officers. From and after the Effective Time, the directors and officers of the Delaware Corporation immediately prior to the Effective Time of the Merger shall be the directors and officers, respectively, of the Surviving Corporation.

ARTICLE III

TRANSFER AND CONVEYANCE OF ASSETS AND ASSUMPTION OF LIABILITIES

SECTION 3.01. Succession. At the Effective Time, the separate corporate existence of the Florida Corporation shall cease and (i) all the rights, privileges, powers and franchises of a public and private nature of each of the Florida Corporation and the Delaware Corporation, subject to all the restrictions, disabilities and duties of each of the Florida Corporation and the Delaware Corporation; (ii) all assets, property, real, personal and mixed, belonging to each of the Constituent Corporations; and (iii) all debts due to each of the Florida Corporation and the Delaware Corporation on whatever account, including stock subscriptions and all other things in action; shall succeed to, be vested in and become the property of the Surviving Corporation without any further act or deed as they were of the respective Florida Corporation and the Delaware Corporation. The title to any real estate vested by deed or otherwise and any other asset, in either of the Florida Corporation and the Delaware Corporation shall not revert or be in any way impaired by reason of the Merger, but all rights of creditors and all liens upon any property of the Florida Corporation shall be preserved unimpaired. To the extent permitted by law, any claim existing or action or proceeding pending by or against either of the Florida Corporation and the Delaware Corporation may be prosecuted as if the Merger had not

taken place. All debts, liabilities and duties of the respective Florida Corporation and the Delaware Corporation shall thenceforth attach to the Surviving Corporation and may be enforced against it to the same extent as if such debts, liabilities and duties had been incurred or contracted by it. All corporate acts, plans, policies, agreements, arrangements, approvals and authorizations of the Florida Corporation, its shareholders, Board of Directors and committees thereof, officers and agents that were valid and effective immediately prior to the Effective Time, shall be taken for all purposes as the acts, plans, policies, agreements, arrangements, approvals and authorizations of the Surviving Corporation and shall be as effective and binding thereon as the same were with respect to the Florida Corporation. The employees and agents of the Florida Corporation shall become the employees and agents of the Surviving Corporation and continue to be entitled to the same rights and benefits that they enjoyed as employees and agents of the Florida Corporation.

SECTION 3.02. Further Assurances as to the Delaware Corporation. If at any time after the Effective Time, the Surviving Corporation shall consider or be advised that any further assignment, conveyance or assurance is necessary or advisable to vest, perfect or confirm of record in the Surviving Corporation the title to any property or right of the Florida Corporation, or otherwise to carry out the provisions hereof, the Florida Corporation and its proper representatives shall be deemed to have granted to the Surviving Corporation an irrevocable power of attorney to execute and deliver any and all proper deeds, assignments and assurances and do all things necessary or proper to vest, perfect or convey title to such property or right in the Surviving Corporation, and otherwise to carry out the provisions hereof and the officers and directors of the Surviving Corporation are fully authorized in the name of the Surviving Corporation or otherwise to take any and all action.

ARTICLE IV

TERMINATION

SECTION 4.01. Termination. This Agreement may be terminated and the Merger may be abandoned at any time prior to the Effective Time:

- (i) by mutual written consent of the sole stockholder of the Florida Corporation and the Board of Directors of the Delaware Corporation; or
- (ii) by either the sole stockholder of a Florida Corporation or the Board of Directors of the Delaware Corporation, if there shall be any law or regulation that makes consummation of the Merger illegal or otherwise prohibited, or if any judgment, injunction, order or decree enjoining the Delaware Corporation or the Florida Corporation from consummating the Merger is entered and such judgment, injunction, order or decree shall become final and non-appealable.

SECTION 4.02. Effect of Termination. If this Agreement is terminated pursuant to Section 4.01, this Agreement shall become void and of no effect with no liability on the part of either party hereto.

ARTICLE V

MISCELLANEOUS

SECTION 5.01. Amendments; No Waivers.

(a) Any provision of this Agreement may, subject to applicable law, be amended or waived prior to the Effective Time if, and only if, such amendment or waiver is in writing and signed by the Florida Corporation and by the Delaware Corporation.

(b) No failure or delay by any party hereto in exercising any right, power or privilege hereunder shall operate as a waiver thereof nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any other right, power or privilege. The rights and remedies herein provided shall be cumulative and not exclusive of any rights or remedies provided by law.

SECTION 5.02. Integration. All prior or contemporaneous agreements, contracts, promises, representations, and statements, if any, between the Delaware Corporation and the Florida Corporation or their representatives, are merged into this Agreement, and this Agreement shall constitute the entire understanding between the Delaware Corporation and the Florida Corporation with respect to the subject matter hereof.

SECTION 5.03. Successors and Assigns. The provisions of this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns, provided that no party may assign, delegate or otherwise transfer any of its rights or obligations under this Agreement without the consent of the other party hereto.


SECTION 5.04. Governing Law. This Agreement shall be governed by and construed in accordance the laws of the State of Delaware, without regard to principles of conflict of laws.

SECTION 5.05. Counterparts; Effectiveness. This Agreement may be signed in any number of counterparts, each of which shall be an original, with the same effect as if the signatures thereto and hereto were upon the same instrument. This Agreement shall become effective when each party hereto shall have received the counterpart hereof signed by the other party hereto.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed by their respective authorized representatives as of the day and year first above written.

CIRQUE DU SOLEIL HOLDING USA, INC.

By:  _____
Jocelyn Côté

BGE HOLDINGS INC.

By:  _____
Jocelyn Côté