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12122023573 From: Kimberly Laughner

Division of Corporations

Florida Department of State  
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**MERGER OR SHARE EXCHANGE**  
**USD Merger Corp.**

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Merge

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## **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)
USD MERGER CORP.	Florida	P1800006505

**Second:** The name and jurisdiction of each **merging** corporation:

<u>Name</u>	<u>Jurisdiction</u>	<u>Document Number</u> (If known/ applicable)
U.S. DESIGN, INC.	Illinois	

**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** \_\_\_\_/\_\_\_\_/\_\_\_\_ (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 January 22, 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 January 22, 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)

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**PLAN OF MERGER**  
(Non Subsidiaries)

The following plan of merger is submitted in compliance with section 607.1101, Florida Statutes, and in accordance with the laws of any other applicable jurisdiction of incorporation.

**First:** The name and jurisdiction of the surviving corporation:

Name

Jurisdiction

USD MERGER CORP

Florida

**Second:** The name and jurisdiction of each merging corporation:

Name

Jurisdiction

U.S. DESIGN, INC.

Illinois

**Third:** The terms and conditions of the merger are as follows:

See attachment.

**Fourth:** The manner and basis of converting the shares of each corporation into shares, obligations, or other securities of the surviving corporation or any other corporation or, in whole or in part, into cash or other property and the manner and basis of converting rights to acquire shares of each corporation into rights to acquire shares, obligations, or other securities of the surviving or any other corporation or, in whole or in part, into cash or other property are as follows: See attachment.

*(Attach additional sheets if necessary)*

THE FOLLOWING MAY BE SET FORTH IF APPLICABLE:

Amendments to the articles of incorporation of the surviving corporation are indicated below or attached:

Article I shall be amended and restated in its entirety to read as follows:

"The name of the corporation shall be U.S. DESIGN, INC. (the "Corporation")."

**OR**

Restated articles are attached:

Other provisions relating to the merger are as follows:

## **AGREEMENT AND PLAN OF MERGER**

This **AGREEMENT AND PLAN OF MERGER** (the "**Agreement**"), dated as of January 22, 2018 by and between USD MERGER CORP., a Florida corporation ("**USD Florida**"), and U.S. DESIGN, INC., an Illinois corporation ("**USD Illinois**").

**WHEREAS**, the respective Boards of Directors of USD Florida and USD Illinois have each approved and adopted this Agreement and the transactions contemplated by this Agreement, in each case after making a determination that this Agreement and such transactions are advisable and fair to, and in the best interests of, such corporation and its stockholders;

**WHEREAS**, by recommendation of the Board of Directors, both of the stockholders of USD Florida and USD Illinois held a special meeting and each has approved and adopted this Agreement and the transactions contemplated by this Agreement; and

**WHEREAS**, pursuant to the transactions contemplated by this Agreement and on the terms and subject to the conditions set forth herein, USD Illinois, in accordance with the Florida Business Corporation Act ("**FBCA**") and the Illinois Business Corporation Act ("**IBCA**"), will merge with and into USD Florida, with USD Florida as the surviving corporation (the "**Merger**").

**NOW, THEREFORE**, in consideration of the mutual covenants, terms and conditions set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. **Merger**. Upon the terms and subject to the conditions set forth in this Agreement, and in accordance with Sections 607.1101 and 607.1107 of the FBCA and 11.35 of the IBCA, USD Illinois shall be merged with and into USD Florida at the Effective Time (as hereinafter defined). Following the Effective Time, the separate corporate existence of USD Illinois shall cease, and USD Florida shall continue as the surviving corporation (the "**Surviving Corporation**"). The effects and consequences of the Merger shall be as set forth in this Agreement, the FBCA and IBCA.
2. **Effective Time**.
  - (a) Subject to the provisions of this Agreement, on the date hereof, the parties shall duly prepare, execute and file (i) the articles of merger complying with Section 607.1105 of the FBCA with the Secretary of State of Florida and (ii) the articles of merger complying with Section 11.35 of the IBCA with the Secretary of State of Illinois. The Merger shall become effective on the date the articles of merger are filed with the Secretary of State of Florida (the "**Effective Time**").
  - (b) The Merger shall have the effects set forth in FBCA and the IBCA, including without limitation, Sections 607.1107(4) and 607.11101 of the FBCA and Section 11.35 of the IBCA. Without limiting the generality of the foregoing, from the Effective Time, (i) all the properties, rights, privileges, immunities, powers and franchises of USD Illinois shall vest in USD Florida, as the Surviving Corporation, and all debts, liabilities, obligations and duties of USD Illinois shall become the debts, liabilities, obligations and duties of USD Florida, as the Surviving Corporation.
3. **Name of the Surviving Corporation; Organizational Documents**. The name of the Surviving Corporation after the Effective Time shall be "**U.S. Design, Inc.**" The by-laws

of USD Florida in effect at the Effective Time shall be the by-laws of the Surviving Corporation until thereafter amended as provided therein or by the FBCA (including, without limitation, to reflect the agreed name change), and the certificate of incorporation of USD Florida in effect at the Effective Time, as amended pursuant to the articles of merger, shall be the certificate of incorporation of the Surviving Corporation until thereafter amended as provided therein or by the FBCA (including, without limitation, to reflect the agreed name change).

4. Directors and Officers. The directors and officers of USD Florida immediately prior to the Effective Time shall be the directors of the Surviving Corporation from and after the Effective Time and shall hold office until the earlier of their respective death, resignation or removal or their respective successors are duly elected or appointed and qualified in the manner provided for in the certificate of incorporation and by-laws of the Surviving Corporation or as otherwise provided by the FBCA.
5. Conversion of Securities. At the Effective Time, by virtue of the Merger and without any action on the part of USD Florida or USD Illinois or the holders of shares of capital stock of USD Illinois:
  - (a) each share of stock of USD Illinois (the "USD Illinois Stock"), issued and outstanding immediately prior to the Effective Time, shall be converted into one validly issued, fully paid and non-assessable share of common stock of the Surviving Corporation (the "Surviving Corporation Common Stock");
  - (b) each share of USD Illinois Stock that is owned by USD Illinois (as treasury stock or otherwise) will automatically be canceled and retired and will cease to exist, and no consideration will be delivered in exchange therefor; and
  - (c) each share of stock of USD Florida, issued and outstanding immediately prior to the Effective Time, shall automatically be canceled and retired and will cease to exist, and no consideration will be delivered in exchange therefor.
6. Stock Certificates. Upon surrender by the stockholders of USD Illinois of the certificate or certificates (the "Certificates") that immediately prior to the Effective Time evidenced outstanding shares of USD Illinois Stock to USD Florida for cancellation, the holder of such Certificates shall be entitled to receive in exchange therefor one or more certificates for shares of Surviving Corporation Common Stock representing, in the aggregate, the whole number of shares that such holder has the right to receive pursuant to Section 5 above after taking into account all shares of USD Illinois Stock then held by such holder. Each Certificate surrendered pursuant to the previous sentence shall forthwith be canceled. Until so surrendered and exchanged, each such Certificate shall, after the Effective Time, be deemed to represent the shares of Surviving Corporation Common Stock that the holder thereof is entitled to receive in respect thereof pursuant to Section 5 above, and until such surrender or exchange, no certificates for shares of Surviving Corporation Common Stock shall be delivered to the holder of such outstanding Certificate in respect thereof.
7. Entire Agreement. This Agreement constitutes the sole and entire agreement of the parties to this Agreement with respect to the subject matter contained herein, and

supersedes all prior and contemporaneous understandings, representations and warranties and agreements, both written and oral, with respect to such subject matter.

8. Successors and Assigns. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and permitted assigns.
9. No Third-Party Beneficiaries. This Agreement is for the sole benefit of the parties hereto and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer upon any other person any legal or equitable right, benefit or remedy of any nature whatsoever, under or by reason of this Agreement.
10. Amendment and Modification; Waiver. Prior to the filing of the articles of merger, this Agreement may only be amended, modified or supplemented by an agreement in writing signed by each party hereto. No waiver by any party of any of the provisions hereof shall be effective unless explicitly set forth in writing and signed by the party so waiving. Except as otherwise set forth in this Agreement, no failure to exercise, or delay in exercising, any rights, remedy, power or privilege arising from this Agreement shall operate or be construed as a waiver thereof, nor shall any single or partial exercise of any right, remedy, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege.
11. Severability. If any term or provision of this Agreement is invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction. Upon such determination that any term or other provision is invalid, illegal or unenforceable, the parties hereto shall negotiate in good faith to modify this Agreement so as to effect the original intent of the parties as closely as possible in a mutually acceptable manner in order that the transactions contemplated hereby be consummated as originally contemplated to the greatest extent possible.
12. Governing Law; Submission to Jurisdiction. This Agreement shall be governed by and construed in accordance with the internal laws of the State of Florida without giving effect to any choice or conflict of law provision or rule (whether of the State of Florida or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than those of the State of Florida.
13. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Agreement delivered by facsimile, e-mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

*\* signature page follows \**

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

USD MERGER CORP.

By: \_\_\_\_\_

Name: Gelson Castellan

Title: President

U.S. DESIGN, INC.,

By: \_\_\_\_\_

Name: Gelson Castellan

Title: President