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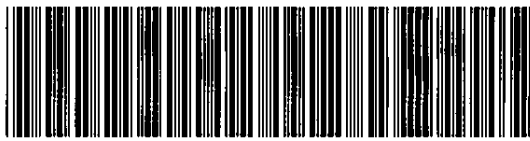
(Business Entity Name)

(Document Number)

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EFFECTIVE DATE  
5-30-09

Mayer  
[Signature]

FILED  
2009 MAY 18 PM 10:34  
SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

5-22-09

**COVER LETTER**

**TO:** Amendment Section  
Division of Corporations

**SUBJECT:** FOGLIO (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:

JAMES H. SIESKY  
Contact Person

SIESKY, PILON & POTTER  
Firm/Company

1000 TAMiami TRAIL NORTH, SUITE 201  
Address

NAPLES, FL 34102  
City/State and Zip Code

JSIESKY@SPPLAW.COM  
E-mail address: (to be used for future annual report notification)

For further information concerning this matter, please call:

JAMES H. SIESKY At ( 239 ) 263-8282 ext. 301  
Name of Contact Person 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  
6-30-09

Page 1  
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2009 MAY 18 PM 10:34  
SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

**ARTICLES OF MERGER  
OF  
ProValue, Inc., a Florida corporation  
INTO  
Foglio (USA), Inc., a Florida corporation**

Pursuant to Section 617.1101 of the Florida Statutes, the undersigned corporations, Foglio (USA), Inc., a Florida corporation, and ProValue, Inc., a Florida corporation, adopt the following Articles of Merger for the purpose of merging ProValue, Inc., into Foglio (USA), Inc.

***Plan of Merger***

1. The Plan of Merger setting forth the terms and conditions of the merger of ProValue, Inc., into Foglio (USA), Inc., is attached to these Articles as an exhibit.

***Adoption of Plan***

2. The Plan of Merger was adopted by the written consent of the shareholders of ProValue, Inc.
3. The Plan of Merger was adopted by the written consent of the shareholders of Foglio (USA), Inc.

***Effective Date***

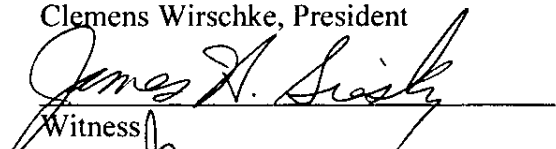
4. The Plan of Merger shall be effective June 30, 2009.

IN WITNESS WHEREOF, each of the undersigned [corporations *or* entities] has caused these Articles to be signed as of May 12, 2009.

ProValue, Inc.

By 

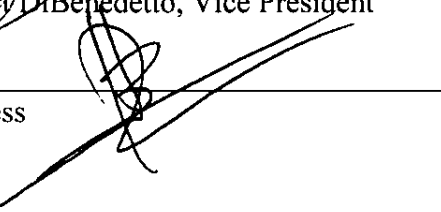
Clemens Wirschke, President

Witness 

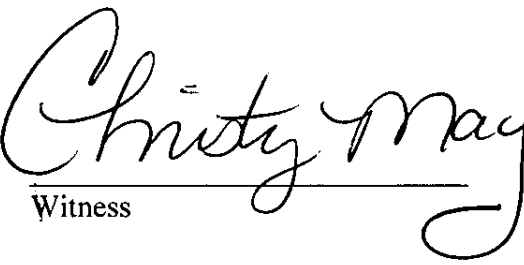
Foglio (USA), Inc.

By 

Robert DiBenedetto, Vice President

Witness 

Witness 

Witness 

***PLAN AND AGREEMENT OF REORGANIZATION***

***by merger of  
ProValue, Inc., a Florida corporation,  
with and into  
Foglio (USA), Inc., a Florida corporation,  
under the name of  
Foglio (USA), Inc.***

This is a Plan and Agreement of Merger (Agreement) between ***ProValue, Inc.***, a Florida corporation, and ***Foglio (USA), Inc.***, a Florida corporation.

**1. PLAN OF MERGER**

***Plan Adopted***

1.01. A plan of merger of ProValue, Inc., (ProValue) and Foglio (USA), Inc., (Foglio) pursuant to Section 607.1101 of the Florida Statutes Section 368(a)(1)(A) of the Internal Revenue Code, is adopted as follows:

(a) ProValue shall be merged with and into Foglio, to exist and be governed by the laws of the State of Florida.

(b) The name of the Surviving Corporation shall be Foglio (USA), Inc.

(c) When this agreement shall become effective, the separate corporate existence of ProValue shall cease, and the Surviving Corporation shall succeed, without other transfer, to all the rights and property of ProValue and shall be subject to all the debts and liabilities of the Merging Corporation in the same manner as if the Surviving Corporation had itself incurred them. All rights of creditors and all liens on the property of each constituent corporation shall be preserved unimpaired, limited in lien to the property affected by the liens immediately prior to the merger.

(d) The Surviving Corporation will carry on business with the assets of ProValue, as well as with the assets of Foglio.

(e) The shareholders of ProValue will surrender all of their shares in the manner hereinafter set forth.

(f) In exchange for the shares of ProValue surrendered by its shareholders, the Surviving Corporation will issue and transfer to these shareholders, on the basis set forth in Article 4 below, shares of its common stock.

(g) The shareholders of Foglio will retain their shares as shares of the Surviving Corporation.

(h) The Articles of Incorporation of Foglio, as existing on the effective date of the merger, shall continue in full force as the Articles of Incorporation of the Surviving Corporation until altered, amended, or repealed as provided in the Articles or as provided by law.

***Effective Date***

1.02. The effective date of the merger (Effective Date) shall be June 30, 2009.

## **2. REPRESENTATIONS AND WARRANTIES OF CONSTITUENT CORPORATIONS**

### ***Nonsurvivor***

2.01. As a material inducement to the Surviving Corporation to execute this Agreement and perform its obligations under this Agreement, ProValue represents and warrants to the Surviving Corporation as follows:

(a) ProValue is a corporation duly organized, validly existing, and in good standing under the laws of the State of Florida, with corporate power and authority to own property and carry on its business as it is now being conducted. ProValue is in good standing in all jurisdictions in which its principal properties are located and business is transacted.

(b) ProValue has an authorized capitalization of 7,500 shares of common stock, each of \$ 1.00 par value, of which 100 shares are validly issued and outstanding, fully paid, and nonassessable on the date of this Agreement.

(c) All required federal, state, and local tax returns of ProValue have been accurately prepared and duly and timely filed, and all federal, state, and local taxes required to be paid with respect to the periods covered by the returns have been paid. ProValue has not been delinquent in the payment of any tax or assessment.

### ***Survivor***

2.02. As a material inducement to ProValue to execute this Agreement and perform its obligations under this Agreement, Foglio represents and warrants to ProValue as follows:

(a) Foglio is a corporation duly organized, validly existing, and in good standing under the laws of the State of Florida, with corporate power and authority to own property and carry on its business as it is now being conducted. Foglio is in good standing in all jurisdictions in which its principal properties are located and business is transacted.

(b) Foglio has an authorized capitalization of 10,000 shares of common stock, each of \$ 1.00 par value. As of the date of this Agreement, 1,250 shares of the common stock are validly issued and outstanding, fully paid, and nonassessable.

### ***Securities Law***

2.03. The parties will mutually arrange for and manage all necessary procedures under the requirements of federal and Florida securities laws and the related supervisory commissions to the end that this plan is properly processed to comply with registration formalities, or to take full advantage of any appropriate exemptions from registration, and to otherwise be in accord with all anti-fraud restrictions in this area.

### **3. COVENANTS, ACTIONS, AND OBLIGATIONS PRIOR TO THE EFFECTIVE DATE**

#### ***Interim Conduct of Business; Limitations***

3.01. Except as limited by this Paragraph 3.01, pending consummation of the merger, each of the constituent corporations will carry on its business in substantially the same manner as before and will use its best efforts to maintain its business organization intact, to retain its present employees, and to maintain its relationships with suppliers and other business contacts.

#### ***Submission to Shareholders***

3.02. This Agreement shall be submitted separately to the shareholders of the constituent corporations in the manner provided by the laws of the State Florida, for approval.

### **4. MANNER OF CONVERTING SHARES**

#### ***Manner***

4.01. The holders of shares of ProValue shall surrender their shares to the Secretary of the Surviving Corporation promptly after the Effective Date, in exchange for shares of the Surviving Corporation to which they are entitled under this Article 4.

#### ***Basis***

4.02. The shareholders of ProValue shall be entitled to receive 250 treasury shares of the Surviving Corporation, each of \$ 1.00 par value.

### **5. DIRECTORS AND OFFICERS**

#### ***Directors and Officers of Survivor***

5.01. (a) The present Board of Directors of Foglio shall continue to serve as the Board of Directors of the Surviving Corporation until the next annual meeting or until their successors have been elected and qualified.

(b) If a vacancy shall exist on the Board of Directors of the Surviving Corporation on the Effective Date of the merger, the vacancy may be filled by the shareholders as provided in the bylaws of the Surviving Corporation.

(c) All persons who as of the Effective Date of the merger shall be executive or administrative officers of Foglio shall remain as officers of the Surviving Corporation until the Board of Directors of the Surviving Corporation shall determine otherwise. The Board of Directors of the Surviving Corporation may elect or appoint additional officers as it deems necessary.

## **6. BYLAWS**

### ***Bylaws of Survivor***

6.01. The bylaws of Foglio, as existing on the Effective Date of the merger, shall continue in full force as the bylaws of the Surviving Corporation until altered, amended, or repealed as provided in the bylaws or as provided by law.

## **7. NATURE AND SURVIVAL OF WARRANTIES AND EXPENSES OF NONSURVIVOR**

### ***Nature and Survival of Representations and Warranties***

7.01. All statements contained in any memorandum, certificate, letter, document, or other instrument delivered by or on behalf of ProValue or Foglio, or the stockholders pursuant to this Agreement shall be deemed representations and warranties made by the respective parties to each other under this Agreement. The covenants, representations, and warranties of the parties and the stockholders shall survive for a period of three years after the Effective Date. No inspection, examination, or audit made on behalf of the parties or the stockholders shall act as a waiver of any representation or warranty made under this Agreement.

### ***Expenses***

7.02. Foglio shall pay all expenses incurred by ProValue in connection with and arising out of this Agreement and the transactions contemplated by this Agreement, including without limitation all fees and expenses of ProValue's counsel and accountants (none of which shall be charged to ProValue).

## **8. INTERPRETATION AND ENFORCEMENT**

### ***Further Assurances***

8.01. ProValue agrees that from time to time, as and when requested by the Surviving Corporation or by its successors or assigns, it will execute and deliver or cause to be executed and delivered all deeds and other instruments. ProValue further agrees to take or cause to be taken any further or other actions as the Surviving Corporation may deem necessary or desirable to vest in, to perfect in, or to conform of record or otherwise to the Surviving Corporation title to and possession of all the property, rights, privileges, powers, and franchises referred to in Article 1 of this Agreement, and otherwise to carry out the intent and purposes of this Agreement.

### ***Notices***

8.02. Any notice or other communication required or permitted under this Agreement shall be properly given when deposited with the United States Postal Service for transmittal by certified or registered mail, postage prepaid, or when deposited with a public telegraph company for transmittal, charges prepaid, addressed as follows:

(a) In the case of ProValue, to: Clemens Wirschke or to such other person or address as ProValue may from time to time request in writing.

(b) In the case of Foglio, to: Robert DiBenedetto or to such other person or address as Foglio may from time to time request in writing.

***Entire Agreement; Counterparts***

8.03. This Agreement and the exhibits to this Agreement contain the entire agreement between the parties with respect to the contemplated transaction. This Agreement may be executed in any number of counterparts, all of which taken together shall be deemed one original.

***Controlling Law***

8.04. The validity, interpretation, and performance of this Agreement shall be governed by, construed, and enforced in accordance with the laws of the State of Florida.

IN WITNESS WHEREOF, this Agreement was executed as of May 12, 2009.

ProValue, Inc.

By 

Clemens Wirschke, President

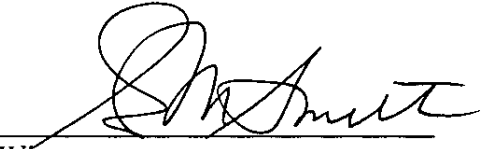
  
Witness

Foglio (USA), Inc.

By 

Robert DiBenedetto, Vice President

  
Witness

  
Witness

  
Witness