

L12000146332

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February 16, 2018

Sent via U.S. Postal Service

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Cheryl R McNair
Division of Corporations
P.O. Box 6327
Tallahassee, Florida 32314

2018 FEB 20 3:38 PM '18

RE: Corporation: OVERLAND WORLDWIDE LLC (the "Company")
Reference Number: L12000146332

To whom it may concern:

The purpose of this letter is to respond to your Letter Number: 118A00002747, dated February 8, 2018. Enclosed please find the 2018 Florida Limited Liability Company Annual Report and the Articles of Merger to be filed.

Should you have any questions, please do not hesitate to call us.

Very truly yours,

DIEGO L. RESTREPO, P.A.


Carolina Restrepo

ARTICLES OF MERGER
FOR A FLORIDA PROFIT CORPORATION

2018 FEB 20 11:52 AM

The following Articles of Merger are submitted to merge the following British Virgin Islands company and Florida limited liability Company in accordance with 605.1025, Florida Status.

FIRST: The name, entity type, and jurisdiction of each merging party are as follows:

| <u>Name</u> | <u>Jurisdiction</u> | <u>Entity Type</u> |
|-----------------------------|------------------------------------|---------------------------|
| • Escura Industries Limited | British Virgin Islands Corporation | |
| • Overland Worldwide LLC | Florida | Limited Liability Company |

SECOND: The name, entity type, and jurisdiction of the surviving party are as follows:

| <u>Name</u> | <u>Jurisdiction</u> | <u>Entity Type</u> |
|--------------------------|---------------------|---------------------------|
| • Overland Worldwide LLC | Florida | Limited Liability Company |

THIRD: The attached plan of merger was approved by each domestic entity that is a party to the merger in accordance with the applicable provisions of Chapter 605.1025, Florida Statutes.

FOURTH: The attached plan of merger was approved by the Limited Liability Company that is a party to the merger in accordance with the applicable provisions of Chapter 605.1025, Florida Statutes.

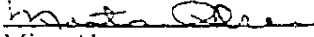
FIFTH: The Articles of Merger shall be effective when filed with the Florida Department of State.

Signed this 30th day of January 2018

ESCURA INDUSTRIES LIMITED
a British Virgin Islands company

OVERLANDWORLDWIDE LLC
a Florida limited liability company

By: International Advisors Service, Inc.
a British Virgin Islands company

By: 
Mirta Abreu,
as Manager

By: 
Maria Catalina Velasquez,
as Director

The Certificate of Merger was authorized on the 30th day of January, 2018, by the Unanimous Consent of all Members of each merging and surviving party.

AGREEMENT AND PLAN OF MERGER

THIS AGREEMENT AND PLAN OF MERGER is effective as of the 30th day of January 2018 and is made by and between ESCURA INDUSTRIES LIMITED., a British Virgin Islands company (the "Corporation") and OVERLAND WORLDWIDE LLC, a Florida limited liability company (the "Company").

RECITALS

WHEREAS, the Board of Directors of the Corporation and the Managers of the Company deem it to be advisable and in the best interests of the entities hereto to merge the Corporation into the Company consistent with the terms and conditions hereinafter set forth and have agreed to said merger; and

NOW, THEREFORE, in consideration of the premises and the agreements, covenants and provisions hereinafter contained, the parties hereto have agreed and do hereby agree, each with the other as follows:

1. Merger. The Corporation and the Company shall be merged into a single entity in accordance with the applicable laws of the State of Florida, by the Corporation merging into the Company, which shall be the surviving entity.

2. Plan of Merger.

a. Governing Documents. The Articles of Organization and Operating Agreement of the Company shall not be amended in any respect by reason of this Agreement, except as may be required to reflect the new members of Company.

b. Manner of Conversion of Stock into Membership Interests. The stock held by the shareholder of the Corporation shall be converted into membership interests in the Company on a proportionate basis.

3. Service of Process. The Company agrees that it may be served with process in the State of Florida in any proceeding for enforcement of any obligation of any constituent corporation of the State of Florida, as well as for the enforcement of any obligation of the surviving limited liability company 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 laws of the State of Florida.

4. Cooperation of the Parties. The parties hereto agree to do all acts necessary to effectuate the agreement set forth herein, including, but not limited to signing any and all releases and other documentation.

5. Successors and Assigns. All of the provisions of this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, if any, successors, and assigns.

6. Governing Law; Exclusive Jurisdiction for Suit in Case of Breach. It is intended that this Agreement be valid and enforceable under the laws of the state of Florida, and that the laws of this state shall govern the Agreement's interpretation. The Parties, by entering into this Agreement, submit to jurisdiction in Miami-Dade County, Florida for adjudication of any disputes and/or claims between the parties under this Agreement. Furthermore, the parties hereby agree that the courts of Miami-Dade County, Florida shall have exclusive jurisdiction over any disputes between the parties relative to this Agreement, whether said disputes sounds in Agreement, tort, or other areas of the law.

7. Titles and Headings. The titles, captions, and headings of this Agreement are included for ease of reference only and shall be disregarded in interpreting or construing this Agreement. The singular shall include the plural, the masculine gender shall include the feminine and neuter and vice versa.

8. Waiver. Waiver by one party hereto of breach of any provision of this Agreement by the other shall not operate or be construed as a continuing waiver.

9. Notices. Any and all notices, demands, or other communications required or desired to be given hereunder by any party shall be in writing and shall be validly given or made to another party if personally served, or if deposited in the United States mail, certified or registered, postage prepaid, return receipt requested. If such notice or demand is served personally, notice shall be deemed constructively made at the time of such personal service. If such notice, demand or other communication is given by mail, such notice shall be conclusively deemed given five days after deposit thereof in the United States mail addressed to the party to whom such notice, demand or other communication is to be given as set forth above. Any party hereto may change its address for purposes of this paragraph by written notice given in the manner provided above.

10. Modification or Amendment. No amendment, change or modification of this Agreement shall be valid unless in writing signed by the parties hereto.

11. Entire Understanding. This document and any exhibit attached constitute the entire understanding and agreement of the parties, and any and all prior agreements, understandings, and representations are hereby terminated and canceled in their entirety and are of no further force and effect.

13. Unenforceability of Provisions. If any provision of this Agreement, or any portion thereof, is held to be invalid and unenforceable, then the remainder of this Agreement shall nevertheless remain in full force and effect.

IN WITNESS WHEREOF, each party hereto, pursuant to the approval and authority duly given by resolutions adopted by the Board of Directors and Managers thereof, have caused this Agreement to be executed by an authorized agent of each party thereto.


ESCURA INDUSTRIES LIMITED
a British Virgin Islands company

By: International Advisors Service, Inc.,
a British Virgin Islands company

By: 

Maria Catalina Velasquez,
as Director

OVERLAND WORLDWIDE LLC
a Florida limited liability company

By: 

Mirta Abreu
as Manager