

F94849

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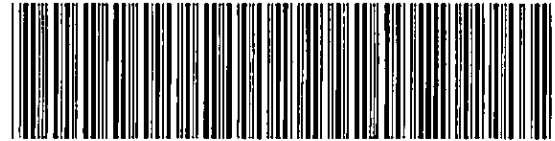
(Business Entity Name)

(Document Number)

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COVER LETTER

TO: Amendment Section
Division of Corporations

SUBJECT: RESD Corporation

Name of Surviving Entity

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

Please return all correspondence concerning this matter to following:

Alexander Cadmus

Contact Person

Kozusko Harris Duncan

Firm/Company

575 Madison Avenue, 24th Floor

Address

New York, NY 10022

City/State and Zip Code

scasas@kozlaw.com

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

For further information concerning this matter, please call:

Alexander Cadmus

Name of Contact Person

At (212) 980-0010

Area Code & Daytime Telephone Number

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

Mailing Address:

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

Street Address:

Amendment Section
Division of Corporations
The Centre of Tallahassee
2415 N. Monroe Street, Suite 810
Tallahassee, FL 32303

IMPORTANT NOTICE: Pursuant to s.607.1622(8), F.S., each party to the merger must be active and current in filing its annual report through December 31 of the calendar year which this articles of merger are being submitted to the Department of State for filing.

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ARTICLES OF MERGER

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 entity:

<u>Name</u>	<u>Jurisdiction</u>	<u>Entity Type</u>	<u>Document Number</u> (If known/ applicable)
RESD Corporation	Florida	Profit Corporation	
F94849			

SECOND: The name and jurisdiction of each merging eligible entity:

<u>Name</u>	<u>Jurisdiction</u>	<u>Entity Type</u>	<u>Document Number</u> (If known/ applicable)
Pedrana Company Limited	BVI	Corporation	

THIRD: The merger was approved by each domestic merging corporation in accordance with s.607.1101(1)(b), F.S., and by the organic law governing the other parties to the merger.

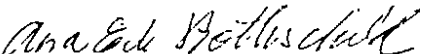
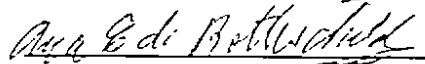
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EIGHTH: If other than the date of filing, the delayed effective date of the merger, which cannot be prior to nor more than 90 days after the date this document is filed by the Florida Department of State:

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.

NINTH: Signature(s) for Each Party:

Name of Entity/Organization:	Signature(s):	Typed or Printed Name of Individual:
Pedrana Company Limited		Ana Engel Rothschild
RESD Corporation		Ana Engel Rothschild

Corporations:	Chairman, Vice Chairman, President or Officer (If no directors selected, signature of incorporator.)
General partnerships:	Signature of a general partner or authorized person
Florida Limited Partnerships:	Signatures of all general partners
Non-Florida Limited Partnerships:	Signature of a general partner
Limited Liability Companies:	Signature of an authorized person

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PLAN OF REORGANIZATION

This **PLAN OF REORGANIZATION** (the "Plan"), made and entered into this 22 day of December, 2023, by Pedrana Company Limited ("Pedrana"), a BVI corporation and its wholly owned subsidiary, RESD Corporation, a Florida corporation ("RESD"), which is the successor entity of Pedrana (each "a Party," and, collectively, "the Parties").

RECITALS

WHEREAS, Pedrana is a corporation duly organized, validly existing, and in good standing under the laws of BVI;

WHEREAS, from a U.S. federal income tax perspective, Pedrana is a corporation;

WHEREAS, Pedrana is wholly owned by Ana Engel Rothschild (the "Owner").

WHEREAS, Pedrana has determined that, for valid business reasons, it will be in its best interest to merge with its wholly owned subsidiary, RESD;

WHEREAS, Pedrana intends to file with the Florida Department of State to merge with RESD pursuant to Florida Statute 607.1105.

WHEREAS, Pedrana desires to reorganize in a transaction intended to qualify as a tax-free reorganization within the meaning of Section 368(a)(1)(A) ("Reorganization") of the Internal Revenue Code of 1986, as amended (the "Code"); and

THEREFORE, in consideration of the mutual covenants, promises, agreements and provisions contained herein and subject to the satisfaction of the terms set forth herein, and intending to be legally bound hereby, the Parties agree as follows:

ARTICLE I

PRINCIPAL TERMS OF THE REORGANIZATION

1.1 The Reorganization. Upon the terms and conditions of this Plan, the Reorganization will be carried out in the following manner:

(a) Subject to the provisions of this Plan, the Articles of Merger will be duly executed and filed with the Florida Department of State.

(b) The Reorganization shall become effective upon the filing and acceptance of the Articles of Merger with the Florida Department of State (the "Effective Time").

(c) At the Effective Time, by virtue of the Reorganization and without any action on the part of any holder of any capital stock of RESD, for U.S. federal income tax purposes, the following shall be deemed to occur:



- All shares of Pedrana stock ("Pedrana Stock") owned by the Owner shall be converted into, and become exchangeable for, the number of shares of validly issued, fully paid and nonassessable stock, without par value, of RESD ("RESD Stock") equal to the Conversion Ratio.
- In this Agreement, the term "Conversion Ratio" means 1.
- Each issued and outstanding share of stock of RESD shall continue unchanged and remain outstanding as a share of common stock of the RESD.

(d) As a result of the Reorganization, for U.S. federal income tax purposes:

- RESD will be the surviving corporation, and the separate corporate existence of Pedrana will cease; and
- The Owner is the sole shareholder of Pedrana and, subsequently, will be the sole shareholder of RESD.

(e) The Parties will comply with the requirements of Section 368(a) of the Code and governing regulations.

(f) The plan will be implemented in a timely manner but consistent with the required formalities.

1.2 Effect of Reorganization. As of the Effective Time, the following shall be deemed to occur:

(a) The Certificate of Incorporation of RESD as in effect immediately prior to the Effective Time shall be the Certificate of Incorporation of RESD as the surviving corporation after the Effective Time.

(b) The By-Laws of RESD as in effect immediately prior to the Effective Time shall be the By-Laws of the RESD as the surviving corporation after the Effective Time.

(c) From and after the Effective Time, the Board of Directors of RESD shall be the Board of Directors of RESD as the surviving corporation.

ARTICLE II

U.S. FEDERAL INCOME TAX CONSIDERATIONS

2.1 The Reorganization. For U.S. federal income tax purposes, the Parties intend that the transaction shall qualify as a reorganization under the provisions of Section 368(a)(1)(A) of the Code. Both Parties are "parties to a reorganization" within the meaning of Section 368(b) of the

Code and Sections 1.368-2(f) of the United States Treasury Regulations. The intended consequences of the transaction are:

- (a) No gain or loss will be recognized by Pedrana or its successor RESD;
- (b) No gain or loss will be recognized by the Owner;
- (c) RESD's basis and holding period of the assets held by RESD will remain unchanged;
- (d) The Owner's basis in the RESD Stock received pursuant to Section 1.1(c) hereof will be the same as the Owner's basis in the Pedrana Stock surrendered pursuant to Section 1.1(c) hereof; and
- (e) The Owner's holding period for the RESD Stock received pursuant to Section 1.1(c) hereof will include the period of time the Owner held the Pedrana Stock surrendered pursuant to Section 1.1(c) hereof.

2.2 Reporting: "Plan of Reorganization." The Parties shall report the transactions contemplated by this Plan consistent with their intent that the transaction qualify as a reorganization under Section 368(a)(1)(A) of the Code and shall take no position in any tax filing or legal proceeding inconsistent therewith. The Parties to this Plan hereby adopt this Plan as a "plan of reorganization" within the meaning of Sections 1.368-2(g) and 1.368-3(a) of the United States Treasury Regulations. Pedrana or its successor, RESD, shall not take or fail to take, any action which reasonably could be expected to cause the transaction to fail to qualify as a "reorganization" within the meaning of Section 368(a) of the Code.

ARTICLE III

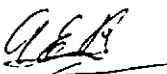
MISCELLANEOUS

3.1 Counterparts. This Plan may be executed in any number of counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same Plan.

3.2 Facsimile or E-mail. A facsimile or e-mailed copy of an original written signature shall be deemed to have the same effect as an original written signature.

3.3 Captions and Headings. The captions and headings used in this Plan are used for convenience only and are not to be considered in construing or interpreting this Plan.

3.4 Enforceability; Severability. The Parties hereto agree that each provision of this Plan will be interpreted in such a manner as to be effective and valid under applicable Law. If one or more provisions of this Plan are nevertheless held to be prohibited, invalid or unenforceable under applicable Law, such provision will be effective to the fullest extent possible excluding the terms



affected by such prohibition, invalidity or unenforceability, without invalidating the remainder of such provision or the remaining provisions of this Plan. If the prohibition, invalidity or unenforceability referred to in the prior sentence requires such provision to be excluded from this Plan in its entirety, the balance of the Plan will be interpreted as if such provision were so excluded and will be enforceable in accordance with its terms.

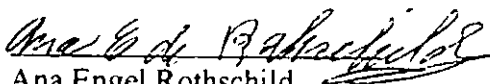
3.5 Amendment. The respective Boards of Directors of the Parties may amend, modify and supplement this Plan by mutual written agreement.

3.6 Governing Law. This Agreement shall be governed and construed under the laws of the State of Florida without regard to conflict of laws principles.

IN WITNESS WHEREOF, the undersigned have executed this Plan as of the date first above written.

Pedrana Services Limited

By:

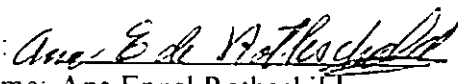


Name: Ana Engel Rothschild

Its: Director

RESO Inc.

By:



Name: Ana Engel Rothschild

Its: Director