

L10000115778

(Requestor's Name)

(Address)

(Address)

(City/State/Zip/Phone #)

☐ PICK-UP

☐ WAIT

☐ MAIL

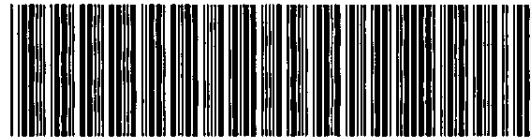
(Business Entity Name)

(Document Number)

Certified Copies _____ Certificates of Status _____

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12/06/13--01040--013 **25.00

03/20/14--01023--016 **35.00

SECRETARY OF STATE
TALLAHASSEE, FLORIDA

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MAR 25 2014

R. WHITE



FLORIDA DEPARTMENT OF STATE
Division of Corporations

January 23, 2014

JAMES GAGEL ESQ.

2030 S. DOUGLAS ROAD SUITE 109
CORAL GABLES, FL 33134

SUBJECT: KACHE USA LLC
Ref. Number: L10000115778

We have received your document for KACHE USA LLC and your check(s) totaling \$25.00. However, the enclosed document has not been filed and is being returned for the following correction(s):

Please accept our apology for failing to mention this in our previous letter.

The fee to file articles of merger or articles of share exchange is \$35 per party to the merger or share exchange. Certified copies are optional and are \$8.75 for the first 8 pages of the document, and \$1 for each additional page, not to exceed \$52.50.

Also, if the merger contains an LLC, the filing fee for that LLC is \$25.00. Therefore, the total cost to file articles of merger will be \$60.00 and an additional filing fee of \$35.00 is due.

Please return your document, along with a copy of this letter, within 60 days or your filing will be considered abandoned.

If you have any questions concerning the filing of your document, please call (850) 245-6050.

Rebekah White
Regulatory Specialist II

Letter Number: 214A00001545



FLORIDA DEPARTMENT OF STATE
Division of Corporations

December 11, 2013

JAMES GAGEL ESQ.

2030 S. DOUGLAS ROAD SUITE 109
CORAL GABLES, FL 33134

SUBJECT: KACHE USA LLC
Ref. Number: L10000115778

We have received your document for KACHE USA LLC and your check(s) totaling \$25.00. However, the enclosed document has not been filed and is being returned for the following correction(s):

The plan of merger must be attached/included.

Please return your document, along with a copy of this letter, within 60 days or your filing will be considered abandoned.

If you have any questions concerning the filing of your document, please call (850) 245-6050.

Rebekah White
Regulatory Specialist II

Letter Number: 013A00028198

Gagel Law Firm

2030 S. Douglas Rd., Suite 109, Coral Gables, FL. 33134
Tel: (305) 444-7775 Fax: (305) 444-1162
jgagel@jgagel.com

March 18, 2014

Department of State
Division of Corporations
Amendments & Mergers
Clifton Building
2661 Executive Center Circle
Tallahassee, FL 32301

Subject: Articles of Merger
Surviving Party: Kache USA, LLC.
Document No.: L10000115778

Request for Filing with a Date Prior to December 11, 2013

Attention: Rebekah White

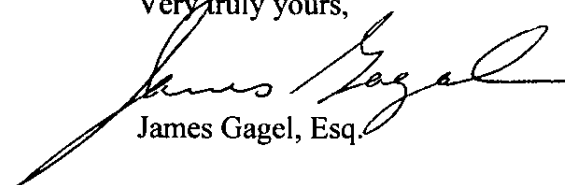
Dear Ms. White:

The enclosed Articles of Merger, Plan of Merger, and fee are submitted for filing **with a date prior to December 11, 2013.**

Please note that the \$25 filing fee for Kache USA, LLC. has already been received and processed by the Department of State. We are therefore submitting only the \$35 fee for the Articles of Merger.

Please return all correspondence and send all e-mails concerning this matter to the undersigned.

Very truly yours,



James Gagel, Esq.

FILED

14 MAR 20 11:10:31

SECRETARY OF STATE
TALLAHASSEE, FLORIDA

ARTICLES OF MERGER FOR FLORIDA LIMITED LIABILITY COMPANY

The following Articles of Merger are submitted to merge the following Florida entities in accordance with s. 607.1109, Florida Statutes.

FIRST: The exact name, entity type, and jurisdiction for the merging party is as follows:

Cottonmania USA, Inc. (COTTONMANIA), a Florida Corporation, document No. P11000072264

SECOND: The exact name, entity type, and jurisdiction for the surviving party is as follows:

Kache USA, LLC. (KACHE), a Florida Limited Liability Company, Document No. L10000115778

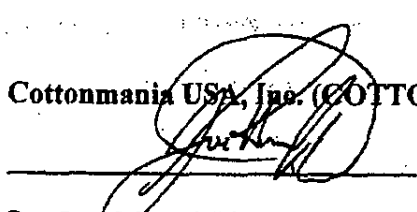
THIRD: The attached plan of merger was approved by the Domestic Corporation and Limited Liability Company named above, in accordance with the applicable provisions of Chapters 607 and 608 of the Florida Statutes.

FOURTH: The attached plan of merger was approved by each business entity that is a party to the merger in accordance with the laws of the State of Florida.

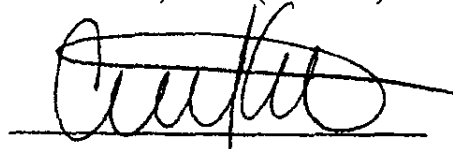
FIFTH: The effective date of the merger is the date that this document is filed by the Florida Department of State.

SIXTH: The signatures for Each Party are affixed below:

Cottonmania USA, Inc. (COTTONMANIA)


By: Jose Miguel Khazam
President

Kache USA, LLC. (KACHE)


By: Calzados Kache, C.A.
Managing Member

PLAN OF MERGER

THIS AGREEMENT AND PLAN OF MERGER is hereby adopted this 21st day of November, 2013, by Cottonmania USA, Inc. (COTTONMANIA), a Florida Corporation ("Disappearing Entity"), and Kache USA, LLC., a Florida Limited Liability Company ("the Acquiring Company"), said entities being sometimes hereinafter collectively referred to as the "Constituent Parties."

Recitals

WHEREAS, the Constituent Parties deem it advisable that the Disappearing Entity be merged into the Acquiring Company under the laws of the State of Florida in the manner provided therefore pursuant to the Florida Business Corporation Act.

NOW, THEREFORE, in consideration of the promises and the mutual agreements herein contained, the Constituent Parties have agreed, and do hereby plan to merge upon the terms and conditions below stated.

1. Merger

Disappearing Entity will merge with and into the Acquiring Company in accordance with the laws of Florida and this Agreement. The legal existence of Disappearing Entity shall cease when it is merged into the Acquiring Company. The existence of the Acquiring Company shall remain unimpaired as the Surviving Company following the merger, and the Surviving Company is referred to herein as "Surviving Company."

2. Name of Surviving Company

The name of the Surviving Company shall be Kache USA, LLC.

3. Principal Office of Surviving Company

The principal office of Surviving Company shall be the current principal office of the Acquiring Company, located at 2401 NW 5th Avenue, Suite 1, Miami, FL 33127

4. Purpose of Surviving Company

The purpose of the Surviving Company is to engage in any lawful act or activity for which companies may be formed under the Florida Limited Liability Company Law including, without limitation, the activities engaged in by the Disappearing Entity prior to and as of the Effective Date (as defined herein).

5. Resident Agent of Surviving Company

Corina Kassis, 2401 NW 5th Avenue, Suite 1, Miami, FL 33127 shall be, and is hereby, appointed as the person to whom process, tax notices, and demands against Surviving Company, or either of the Constituent Parties, may be served.

6. Equity Interests

The Constituent Parties represent and warrant to each other (solely as to matters relating to the party making the representation) as follows:

a. The present number of shares of stock that the Acquiring Company is authorized to have outstanding is 1,000, all of which are identical interests and each of which represents the ownership of that percentage of the total interests outstanding at any time as is the equivalent of the fraction in which one (1) is the numerator and the total number of outstanding interests is the denominator. There are currently 1,000 shares of stock in the Acquiring Company outstanding.

b. The present share certificate, which the Disappearing Entity is authorized to issue is One Certificate which has been issued to Cottonmania, C.A., providing it with 100% of the shares of the disappearing entity, respectively.

7. Conversion of Interests in Disappearing Entity

The mode of effecting the merger of Disappearing Entity into the Acquiring Company, and the manner and basis for converting the outstanding shares of Disappearing Entity into shares of stock in the Surviving Company, shall be as follows:

Each member of the Disappearing Entity shall surrender the certificate to the Surviving Company during the period beginning on the Effective Date (as defined below) and ending on the date which is ten (10) days thereafter. Upon surrender to the Surviving Company of the respective certificate for outstanding shares of Disappearing Entity, there shall be issued to the respective holder thereof, in substitution therefor, no certificates for fully paid and nonassessable shares of stock of the Surviving Company.

8. Effective Date

The merger shall become effective December 2, 2013 or on the day on which the following have been completed, whichever last occurs (the "Effective Date"):

a. This Agreement has been approved by the directors, shareholders, and members owners of each of the Constituent Parties in accordance with the laws of Florida, and the action has been certified by the Secretary or Assistant Secretary of each of the Constituent Parties;

b. Articles of Merger, in substantially the form attached hereto as Exhibit A ("Articles of Merger"), have been signed and filed according to law and a Certificate of Merger has been issued by the Secretary of State;

c. All conditions precedent to each party's duties of performance under this Agreement exist or have occurred, unless waived in writing; and

d. No event giving either party the right to terminate this Agreement has occurred.

9. Articles of Organization and Bylaws

On the Effective Date, the Articles of Organization and the Bylaws of the Acquiring Company shall continue in effect as set forth in the corporate book, and shall govern the affairs of the Surviving Company as provided by law.

10. Merger of Interests and Assumption of Liabilities

At the Effective Date, the Constituent Parties shall be deemed merged as provided by statute. All rights, privileges, immunities, powers, and franchises of a public or private nature, and all property, real, personal,

or mixed, of Disappearing Entity shall be taken and deemed to be transferred, and shall be vested in Surviving Company without further act or deed; but Surviving Company shall thenceforth be liable for all debts, liabilities, obligations, duties, and penalties of the Constituent Parties, and all such debts, liabilities, obligations, duties, and penalties shall thenceforth attach to Surviving Company and may be enforced against it to the same extent as if the debts, liabilities, obligations, duties, and penalties had been incurred or contracted by Surviving Company. When requested by Surviving Company, Disappearing Entity shall execute and deliver all deeds and other instruments deemed by Surviving Company to be necessary in order to vest Surviving Company with title to and possession of all rights and property of Disappearing Entity.

11. Representations and Warranties

The Constituent Parties represent and warrant to each other (solely as to matters relating to the party making the representation) as follows:

- a. Disappearing Entity and the Acquiring Company are organized and in good standing under the laws of the State of Florida.
- b. The signing of this Agreement by Disappearing Entity and the Acquiring Company and the consummation of the transactions contemplated by this Agreement have been approved by their members, officers, managers, boards of directors, and shareholders. No further action is necessary under the Florida Business Corporation Act or the Florida Limited Liability Company Law or to make this Agreement valid and binding upon the parties. The signing of this Agreement and the consummation of the transactions contemplated by this Agreement do not violate any provisions of the charter documents, notes, or other agreements or documents to which the undersigned are parties.

12. Right to Abandon Merger

The directors and owners of each of the Constituent Parties shall each have the power, in their discretion, to abandon the merger provided for herein prior to the filing of the Articles of Merger with the Office of the Secretary of State of Florida.

13. Federal Securities Act Exemption

The shares of stock of the Acquiring Company to be issued pursuant to this Agreement shall not be registered under the Securities Act of 1933, in reliance on Section 4(2) of the Securities Act of 1933 or such other exemption as the Acquiring Company and its counsel shall elect. The parties agree that the shares of stock of the Acquiring Company issued pursuant to this Agreement, whether represented by certificates or merely reflected in the Bylaws of the Acquiring Company, shall bear a restrictive legend stating substantially as follows:

THE SECURITIES REPRESENTED BY THIS CERTIFICATE HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933. THESE SECURITIES HAVE BEEN ACQUIRED FOR INVESTMENT AND MAY NOT BE OFFERED, SOLD, TRANSFERRED, PLEDGED, OR HYPOTHECATED IN THE ABSENCE OF AN EFFECTIVE REGISTRATION STATEMENT FOR THE SECURITIES UNDER THE SECURITIES ACT OF 1933 OR AN OPINION OF COUNSEL SATISFACTORY TO THE COMPANY THAT REGISTRATION IS NOT REQUIRED UNDER SAID ACT.

IN WITNESS WHEREOF, the Constituent Parties have caused their respective names to be signed hereto by the president and secretary, thereunto duly authorized by their respective director.


Cottonmania USA, Inc. (COTTONMANIA)

By: Jose Miguel Khazam
President


Kache USA, LLC. (KACHE)

By: Calzados Kache, C.A.
Managing Member