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MERGER OR SHARE EXCHANGE WESTERN TRADING LLC

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ARTICLES OF MERGER
for the merger of
DEFORSA HOLDINGS, INC.
(a Florida corporation)
with and into
WESTERN TRADING LLC
(a Florida limited liability company)

December 30, 2024

Pursuant to the provisions of Chapter 607 of the Florida Business Corporation Act (the "FBCA") and Chapter 605 of the Florida Revised Limited Liability Company Act (the "Act"), DEFORSA HOLDINGS, INC., a Florida corporation ("Deforsa"), and WESTERN TRADING LLC, a Florida limited liability company ("WT"), hereby adopt these articles of merger ("Articles of Merger") for the purpose of merging Deforsa with and into WT (the "Merger").

FIRST: The merging party is Deforsa Holdings, Inc., a Florida corporation.

SECOND: The surviving party is Western Trading LLC, a Florida limited liability company.

THIRD: The Merger was approved by: (i) WT in accordance with the Act; (ii) Deforsa in accordance with the applicable provisions of the FBCA; and (iii) the sole member of WT and the sole shareholder of Deforsa.

FOURTH: WT agrees to pay any members with appraisal rights the amount to which members are entitled under the Act.

FIFTH: The Merger shall become effective on December 31, 2024, following the filing of these Articles of Merger with the Secretary of State of Florida (the "Effective Time"). At the Effective Time, Deforsa shall be merged with and into WT, with WT being the surviving company of the Merger, and the separate existence of Deforsa shall thereupon cease.

[Signature Page Follows]

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IN WITNESS WHEREOF, each of Deforsa and WT have caused these Articles of Merger to be signed in their respective company names and on their behalf by an authorized officer, as of the date first written above.

DEFORSA HOLDINGS, INC.

By: Antonio Bruni

Name: Antonio Bruni

Title: Director

WESTERN TRADING LLC

By: Fernando Wadskier

Name: Fernando Wadskier

Title: Director

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AGREEMENT AND PLAN OF MERGER
of
DEFORSA HOLDINGS, INC.
with and into
WESTERN TRADING LLC

THIS AGREEMENT AND PLAN OF MERGER (this "Agreement") is dated effective as of the 30th day of December, 2024, by and between DEFORSA HOLDINGS, INC., a Florida corporation ("Deforsa"), and WESTERN TRADING LLC, a Florida limited liability company ("WT").

W I T N E S E T H:

WHEREAS, Deforsa is a corporation duly organized and existing under the laws of the State of Florida;

WHEREAS, Grand Bay International, S.A., a Panamanian sociedad anonima (the "Parent"), is the sole legal and beneficial owner of 100 shares of common stock of Deforsa, which shares constitute all of the issued and outstanding shares of common stock of Deforsa (the "Deforsa Common Stock");

WHEREAS, WT is a limited liability company duly organized and existing under the laws of the State of Florida, and Deforsa is the legal and beneficial owner of all of the issued and outstanding membership interests of WT (the "WT Interests");

WHEREAS, on April 30, 2014, WT filed a Form 8832 with the Internal Revenue Service to elect treatment as a C-Corporation for Federal income tax purposes with an effective date as of March 27, 2012;

WHEREAS, upon the terms and subject to the conditions of this Agreement, and in accordance with Chapter 607 of the Florida Business Corporation Act (the "FBCA") and Chapter 605 of the Florida Revised Limited Liability Company Act (the "Act", as amended from time to time), Deforsa and WT desire to enter into a merger transaction pursuant to which Deforsa will merge with and into WT, with WT being the surviving entity and Deforsa ultimately ceasing to exist (hereinafter, the "Merger"); and

WHEREAS, the Merger and other transactions contemplated by this Agreement have been authorized and approved by all necessary corporate and limited liability company action of the respective Boards of Directors and equity holders of Deforsa and WT.

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants and agreements contained herein, and intending to be legally bound hereby, the parties hereto agree on the terms and conditions set forth below:

1. The Merger. In accordance with the relevant provisions of the FBCA and the Act, at the Effective Time (as hereinafter defined), Deforsa shall be merged with and into WT (the

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"Merger"). As a result of and following the Merger, the separate corporate existence of Deforsa shall cease and WT shall continue its existence as the surviving entity of the Merger and shall operate under its existing name of "WESTERN TRADING LLC" (the "Surviving Entity"), and all identity, rights, powers, privileges, assets and liabilities of Deforsa shall be vested in the Surviving Entity in accordance with the FBCA and the Act.

2. The Effective Time. The Merger shall become effective (the "Effective Time") on December 31, 2024, following the time at which the Articles of Merger attached hereto as Exhibit A (the "Articles of Merger"), together with any other documents required to be filed to consummate the Merger, are filed with and accepted by the Secretary of State of Florida.

3. Governance. The Surviving Entity shall at the Effective Time approve and adopt the Second Amended and Restated Operating Agreement in the form attached as Exhibit B hereto (the "Surviving Amended Operating Agreement"). The Surviving Amended Operating Agreement shall govern the Surviving Entity from and after the Effective Time.

4. Effect on Securities and Interest. As of the Effective Time, by virtue of the Merger and without any further action on the part of the holders of any shares of capital stock of Deforsa or the holders of any membership interests in WT:

(a) each share of Deforsa Common Stock, issued and outstanding immediately prior to the Effective Time, shall automatically be canceled and retired and shall cease to exist, and no consideration shall be issued in respect thereto; and

(b) all of the WT Interests held by Deforsa immediately prior to the Effective Time shall, by virtue of the Merger, be converted into and become validly issued membership interests of the Surviving Entity (the "Surviving Entity Interest"), which thereafter will constitute all of the issued and outstanding membership interests of the Surviving Entity, subject to the rights, preferences, and privileges set forth in the Surviving Amended Operating Agreement.

5. Sole Member and Authorized Signatories of the Surviving Entity. As of the Effective Time, Parent shall become the sole member of the Surviving Entity. The authorized signatories of the Surviving Entity shall be designated in the Surviving Amended Operating Agreement to be adopted at and as of the Effective Time and shall initially include the same individuals who were authorized signatories of WT immediately prior to the Effective Time, until their successors are duly elected, appointed, and qualified, or until their earlier death, resignation, or removal in accordance with the terms of the Surviving Amended Operating Agreement.

6. Additional Actions. If, at any time on and after the Effective Time, the Surviving Entity or its successors and assigns shall consider or be advised that any further assignments or assurances in law or any organizational or other acts are necessary or desirable (a) to vest, perfect or confirm, of record or otherwise, in the Surviving Entity title to and possession of any property or right of Deforsa acquired or to be acquired by reason of, or as a result of, the Merger, or (b) otherwise to carry out the purposes of this Agreement, Deforsa shall be deemed to have granted to the Surviving Entity an irrevocable power of attorney to execute and deliver all such proper deeds, assignments and assurances in law and to do all acts necessary or proper to vest, perfect or confirm

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title to and possession of such property or rights in the Surviving Entity and otherwise to carry out the purposes of this Agreement.

7. Effect of Merger. The effect of the Merger hereunder shall be as described in Chapter 607 of the FBCA and Chapter 605 of the Act, including, without limitation, the following:

(a) all the rights, privileges and powers, property, real, personal and mixed, and all debts due to Deforsa, as well as all other things and causes of action belonging to Deforsa, shall be vested in the Surviving Entity; and

(b) all rights of creditors and all liens upon any property of Deforsa shall be preserved unimpaired, and all debts, liabilities and duties of Deforsa shall attach to the Surviving Entity and may be enforced against it to the same extent as if said debts, liabilities and duties had been incurred or contracted by the Surviving Entity.

8. Termination. Notwithstanding anything to the contrary in this Agreement, this Agreement may be terminated and abandoned to the fullest extent permitted by law, by the Board of Directors of Deforsa or of WT notwithstanding favorable action on the Merger by such parties at any time prior to the date of filing the Articles of Merger with the Florida Secretary of State.

9. Tax Treatment. The Merger is intended to qualify as a tax-free reorganization under IRC Section 368(a)(1), as amended, and WT is expected to remain classified as a Corporation for federal income tax purposes at the Effective Time of the Merger.

10. General.

(a) Governing Law; Venue. This Agreement shall be governed by, and construed and enforced in accordance with, the substantive laws of the State of Florida.

(b) Waivers and Further Agreements. Any waiver by any party of a breach of any provision of this Agreement shall not operate or be construed as a waiver of any other breach of that provision or of any other provision hereof. Each of the parties hereto agrees to execute all such further instruments and documents and to take all such further action as any other party may reasonably require to effectuate the terms and purposes of this Agreement.

(c) Third Parties. Except as expressly provided herein, nothing in this Agreement is intended to confer on any persons, other than the parties hereto and their successors and permitted assigns, any rights or remedies under or by reason of this Agreement.

(d) Records. This Agreement shall be on file at the principal place of business of the Surviving Entity at 9100 S. Dadeland Blvd., Suite 1500, Miami, Florida 33156.

(e) Counterparts. This Agreement may be executed in any number of counterparts, each of which shall constitute an original, but all of which shall be one and the same document.

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(f) Captions. Captions of sections have been added only for convenience and shall not be deemed to be a part of this Agreement.

(g) Entire Agreement. This Agreement constitutes the entire agreement among the parties pertaining to the subject matter hereof and supersedes all prior agreements and understandings of the parties in connection therewith.

(h) No Assignment. Neither this Agreement nor any rights or obligations under it are assignable by any party without the written consent of the other parties.

(i) Severability. Any invalidity, illegality or unenforceability of any provision of this Agreement in any jurisdiction shall not invalidate or render illegal or unenforceable the remaining provisions hereof in such jurisdiction and shall not invalidate or render illegal or unenforceable such provisions in any other jurisdiction. Deforsa and WT shall endeavor in good faith negotiations to replace any invalid, illegal or unenforceable provision with a valid, legal and enforceable provision, the economic effect of which comes as close as possible to that of the invalid, illegal or unenforceable provision.

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IN WITNESS WHEREOF, the parties hereto have executed this Agreement and Plan of Merger as of the date first set forth above.

DEFORSA HOLDINGS, INC.

By: Antonio Bruni
Name: Antonio Bruni
Title: Director

WESTERN TRADING LLC

By: Fernando Wadskier
Name: Fernando Wadskier
Title: Director

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EXHIBIT A
ARTICLES OF MERGER

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EXHIBIT B
SURVIVING AMENDED OPERATING AGREEMENT