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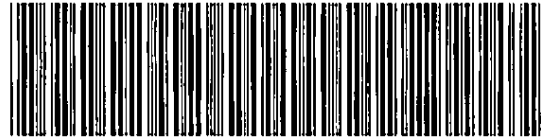
(Business Entity Name)

(Document Number)

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2020 OCT 14 PM 6:25
CLERK OF COURT
JANET L. HARRIS

COVER LETTER

TO: Registration Section
Division of Corporations

SUBJECT: KALORIK LLC

Name of Surviving Party

The enclosed Certificate of Merger and fee(s) are submitted for filing.

Please return all correspondence concerning this matter to:

Jonathan Edderai

Contact Person

Wolffers, Cohen & Edderai, LLP

Firm/Company

1132 Kane Concourse, Suite 205

Address

Bay Harbor Islands, FL 33154

City, State and Zip Code

jonathan@wolfferscohen.com

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

For further information concerning this matter, please call:

Jonathan Edderai

at (305)

785-5657

Name of Contact Person

Area Code and Daytime Telephone Number



Certified copy (optional) \$30.00

STREET ADDRESS:

Registration Section
Division of Corporations
Clifton Building
2661 Executive Center Circle
Tallahassee, FL 32301

MAILING ADDRESS:

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

**Certificate of Merger
For
Florida Limited Liability Company**

The following Certificate of Merger is submitted to merge the following Florida Limited Liability Company(ies) in accordance with s. 608.4382, Florida Statutes.

FIRST: The exact name, form/entity type, and jurisdiction for each merging party are as follows:

<u>Name</u>	<u>Jurisdiction</u>	<u>Form/Entity Type</u>
Kalorik LLC	New York	Limited Liability Company
Kalorik LLC	Florida	Limited Liability Company

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

<u>Name</u>	<u>Jurisdiction</u>	<u>Form/Entity Type</u>
Kalorik LLC	Florida	Limited Liability Company

THIRD: The attached plan of merger was approved by each domestic corporation, limited liability company, partnership and/or limited partnership that is a party to the merger in accordance with the applicable provisions of Chapters 607, 608, 617, and/or 620, Florida Statutes.

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FOURTH: The attached plan of merger was approved by each other business entity that is a party to the merger in accordance with the applicable laws of the state, country or jurisdiction under which such other business entity is formed, organized or incorporated.

FIFTH: If other than the date of filing, the 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:

September 27, 2020

SIXTH: If the surviving party is not formed, organized or incorporated under the laws of Florida, the survivor's principal office address in its home state, country or jurisdiction is as follows:

SEVENTH: If the survivor is not formed, organized or incorporated under the laws of Florida, the survivor agrees to pay to any members with appraisal rights the amount, to which such members are entitled under ss.608.4351-608.43595, F.S.

EIGHTH: If the surviving party is an out-of-state entity not qualified to transact business in this state, the surviving entity:

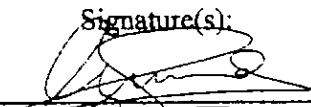

a.) Lists the following street and mailing address of an office, which the Florida Department of State may use for the purposes of s. 48.181, F.S., are as follows:

Street address: _____

Mailing address: _____

b.) Appoints the Florida Secretary of State as its agent for service of process in a proceeding to enforce obligations of each limited liability company that merged into such entity, including any appraisal rights of its members under ss.608.4351-608.43595, Florida Statutes.

NINTH: Signature(s) for Each Party:

Name of Entity/Organization:	Signature(s):	Typed or Printed Name of Individual:
Kalorik LLC (NY)		Daniel Murad
Kalorik LLC (FL)		Daniel Murad

Corporations:	Chairman, Vice Chairman, President or Officer <i>(If no directors selected, signature of incorporator.)</i>
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 a member or authorized representative

<u>Fees:</u>	For each Limited Liability Company:	\$25.00
	For each Corporation:	\$35.00
	For each Limited Partnership:	\$52.50
	For each General Partnership:	\$25.00
	For each Other Business Entity:	\$25.00

<u>Certified Copy (optional):</u>	\$30.00
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PLAN AND AGREEMENT OF MERGER

This Agreement and Plan of Merger, dated as of September 27, 2020 (this "***Agreement***"), is entered into by and between Kalorik LLC, a New York limited liability company (the "***Kalorik NY***"), and Kalorik LLC, a Florida limited liability company (the "***Kalorik FL***"); collectively, "the Parties". Kalorik FL, as the surviving entity after the Merger, is herein sometimes referred to as the "***Surviving Company***."

STATEMENT OF FACTS

A. The Parties deem it advisable and in the best interests of each of them and their respective shareholders/members that Kalorik NY shall be merged with and into Kalorik FL under the terms and conditions stated herein, such merger to be effected pursuant to the laws of the State of Florida and the laws of the State of New York (the "Merger").

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing, the mutual covenants and agreements set forth herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties do agree as follows:

1. Kalorik NY shall merge with and into Kalorik FL, with Kalorik FL to be the Surviving Company. The separate existence of Kalorik NY shall cease as of the date of filing of the Certificate or Articles of Merger (the "Effective Date"), except insofar as it may be continued by applicable law or in order to carry out the purposes of this Plan and except as continued by the Surviving Company.
2. The interests of Kalorik NY shall convert into identical interests in the Surviving Company, as of the Effective Date.
3. The Certificate of Incorporation of Kalorik FL, in effect on the date hereof, shall continue in full force and effect as the charter document of the Surviving Company and the name of the Surviving Company shall be the same until the same shall be altered, amended or repealed, as provided therein or in accordance with the laws of the State of Florida.
4. The Bylaws of the Kalorik NY, as they exist as of the date hereof, shall be and remain the bylaws of the Surviving Company until the same shall be altered, amended or repealed, as provided therein or in accordance with the laws of the State of Florida.
5. The directors and officers of Kalorik NY, as they exist on the date hereof, shall continue in office until the next annual meetings of the shareholders or directors of Kalorik FL, respectively, or until their earlier resignation or removal.
6. Upon the Effective Date, the Surviving Company shall succeed to and possess, without further act or deed, all of the rights, privileges, obligations, powers and franchises, both

public and private, and all of the property, real, personal and mixed, of each of the Parties; all debts due to either of the Parties, on whatever account, shall be vested in the Surviving Company; all claims, demands, property, rights, privileges, powers and every other interest of either Party shall be as effectively the property of the Surviving Company as they were of the respective Parties; the title to any real estate vested by deed or otherwise in either Party shall not revert or be in any way impaired by reason of the Merger, but shall be vested in the Surviving Company; all rights of creditors and all liens upon any property of either Party shall be preserved unimpaired; all debts, liabilities and duties of the Parties shall thenceforth attach to the Surviving Company and may be enforced against it to the same extent as if such debts, liabilities and duties had been incurred or contracted by it; and the Surviving Company shall indemnify and hold harmless the officers and directors of each of the Parties against all such debts, liabilities and duties and all claims and demands arising out of the Merger.

7. As and when requested by the Surviving Company or its successors or assigns, Kalorik NY will execute and deliver, or cause to be executed and delivered, all such deeds and instruments and will take or cause to be taken all such further action as the Surviving Company may deem necessary or desirable, in order to properly vest in and confirm to the Surviving Company title to and possession of any property of either of the Parties acquired by the Surviving Company by reason of or as a result of the Merger or to carry out the intent and purposes hereof; and the officers and directors of Kalorik NY and the officers and directors of the Surviving Company are fully authorized in the name of Kalorik NY or otherwise to take any and do such action.

8. Pursuant to Fla. Stat. § 605.1023(1)(b), this Merger was approved by each member of the Surviving Company that will have interest holder liability as a result of the merger and whose approval is required.

9. The directors and officers of the Surviving Company are hereby authorized, empowered, and directed to do any and all acts and things and to make, execute, deliver, file, and/or record any and all instruments, papers, and documents which shall be or become necessary, proper, or convenient to carry out or put into effect any of the provisions of this Plan of Merger or of the merger herein provided for.

10. This Merger Agreement is intended to constitute a plan of reorganization adopted by the parties hereto within the meaning of Section 368 of the Internal Revenue Code of 1986, as amended (the "Code") and the regulations promulgated thereunder. The Merger is intended to constitute a reorganization within the meaning of Code Section 368(a)(1)(F).

IN WITNESS WHEREOF, the Parties, pursuant to the approval and authority given by resolutions adopted by their respective Board of Directors and/or shareholders and/or managers and members, have caused this Plan to be executed as of the date first above written.

[SIGNATURE PAGE FOLLOWS]

The undersigned have executed and signed this certificate on 27th day of September, 2020.

MERGING COMPANY:

KALORIK LLC, a domestic limited liability company incorporated under the laws of the State of New York

By: 

Name: Daniel Murad

Title: CFO

SURVIVING COMPANY:

KALORIK LLC, a foreign limited liability company incorporated under the laws of the State of Florida

By: 

Name: Daniel Murad

Title: CFO