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(City/State/Zip/Phone #)

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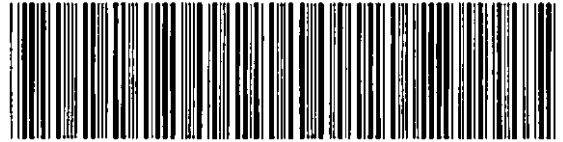
(Business Entity Name)

(Document Number)

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TALLAHASSEE, FLORIDA

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115 N CALHOUN ST., STE. 4
TALLAHASSEE, FL 32301
P: 866.625.0838
F: 866.625.0839
COGENCYGLOBAL.COM

Account#: I200000000088
If there are any issues
please contact Cheyanne at
850-202-1882

Date: 11/15/2024

Name: Cheyenne Davis

Reference #: 2560249

Entity Name: VALGRAT LLC

☐ Articles of Incorporation/Authorization to Transact Business

☐ Amendment

☐ Change of Agent

☐ Reinstatement

☐ Conversion

☐ Merger

☐ Dissolution/Withdrawal

☐ Fictitious Name

☐ Other _____

Authorized Amount: \$50.00

Signature: _____

✉ CORPORATE HQ
COGENCY GLOBAL INC.
10 E 40TH ST, 10TH FL
NY, NY 10016
D: +1.212.947.7200
P: 800.221.0102
F: 800.944.6607

✉ EUROPEAN HQ
COGENCY GLOBAL (UK) LIMITED
REGISTERED IN ENG. AND WALES,
REGISTRY #3010712
6 LLOYDS AVE, UNIT 4CL
LONDON EC3N 3AX
+44 (0)20.3961.3080

✉ ASIA PACIFIC HQ
COGENCY GLOBAL (HK) LIMITED
A HONG KONG LIMITED COMPANY
UNIT B, 1/F, LIPPO LEIGHTON TOWER
103 LEIGHTON RD, CAUSEWAY BAY
HONG KONG
P: +852.2682.9633
F: +852.2682.9790



115 N CALHOUN ST., STE. 4
TALLAHASSEE, FL 32301
P: 866.625.0838
F: 866.625.0839
COGENCYGLOBAL.COM

Account#: 120000000088
If there are any issues
please contact Patrice at
850-202-9071

Date: 11/15/2024

Name: Cheyenne Davis

Reference #: 2560249

Entity Name: VALGRAT LLC

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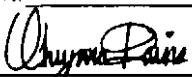
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COVER LETTER

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

SUBJECT: Valgrat LLC, a Florida limited liability company

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

Please return all correspondence concerning this matter to:

Asnardo Garro
Avila Rodriguez Hernandez Mena & Garro LLP
2525 Ponce de Leon Blvd., PH 12
Coral Gables, FL 33134
agarro@avilalaw.com

For further information concerning this matter, please call:
Asnardo Garro at (305) 779-3573

**ARTICLES OF MERGER
FOR
FLORIDA LIMITED LIABILITY COMPANY**

The following Articles of Merger, dated November 15, 2024, are submitted in accordance with Section 605.1025 of the Florida Statutes in connection with the merger (the "**Merger**") of Basinger Ltd., a Commonwealth of The Bahamas corporation ("**Basinger**") and Valgrat LLC, a Florida limited liability company ("**Valgrat**").

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

NAME	JURISDICTION	FORM/ENTITY TYPE
Basinger Ltd.	Commonwealth of The Bahamas	International Business Company

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

NAME	JURISDICTION	FORM/ENTITY TYPE
Valgrat LLC	Florida	Limited Liability Company

THIRD: The Merger was approved by each domestic merging entity that is a limited liability company in accordance with sections 605.1021-605.1026 of the Florida Statutes; by each other merging entity in accordance with the laws of its jurisdiction; and by each member of such limited liability company who as a result of the Merger will have interest holder liability under section 605.1023(1)(b). A copy of the Agreement and Plan of Merger executed by Basinger and Valgrat in connection with the Merger is attached hereto as Exhibit "A."

FOURTH: Valgrat exists before the merger and is a domestic filing entity, and there are no amendments to its public organic record.

FIFTH: If applicable, Valgrat agrees to pay any members with appraisal rights the amount, to which members are entitled under sections 605.1006 and 605.1061-605.1072 of the Florida Statutes.

SIXTH: The Merger shall become effective as of 9:00am on the date of filing of these Articles of Merger.

[Signature page follows]

FILED
2024 NOV 15 PM 12:43
CLERK OF STATE
TALLAHASSEE, FLORIDA

SEVENTH: Signatures for Each Party:

<u>Name of Entity</u>	<u>Signature</u>	<u>Name</u>
Valgrat LLC	By: <u>[Signature]</u>	Carlos E. Padula Manager (Authorized Person)
Basinger Ltd.	By: <u>[Signature]</u>	Carlos E. Padula Director & President

STATE OF FLORIDA)
) SS:
COUNTY OF MIAMI DADE)

The foregoing instrument was acknowledged before me this 15th day of November, 2024 by Carlos E. Padula, who is ☐ personally known to me or ☒ has produced identification. Type of identification produced FL driver license



[Signature]
Notary Public, State of Florida
Printed Name: LAURA L SIERRA
Commission No.: HH 487899
Expiration Date: May 24, 2028

Exhibit "A"
Agreement and Plan of Merger

4859-3157-3974, v. 5

AGREEMENT AND PLAN OF MERGER

This Agreement and Plan of Merger (this "**Agreement**") is dated as of November 15, 2024, by and between VALGRAT LLC, a Florida limited liability company (the "**Acquiror**"), and BASINGER LTD., a Commonwealth of The Bahamas corporation (the "**Company**"). For purposes of this Agreement, the Acquiror and Company shall each be referred to as a "**Party**" and collectively referred to as the "**Parties**."

RECITALS

WHEREAS, the manager of the Acquiror and the directors of the Company have each adopted this Agreement and the transactions contemplated herein, in each case after making a determination that this Agreement and such transactions are advisable and fair to, and in the best interests of, the Acquiror, the Company, and their respective members;

WHEREAS, the current officers of the Company have indicated that as of the date hereof, there are no earnings and profits at the Company level;

WHEREAS, pursuant to the transactions contemplated by this Agreement and on the terms and subject to the conditions set forth herein, the Company will merge with and into the Acquiror (the "**Merger**"), with the Acquiror as the surviving entity (the "**Surviving Entity**");

WHEREAS, for U.S. federal income tax purposes, the Parties intend, to the fullest extent applicable, that the Merger qualify as a tax-free reorganization within the meaning of Section 368(a) of the Internal Revenue Code of 1986, as amended; and

WHEREAS, the Parties desire to enter into the transactions contemplated by this Agreement.

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

ARTICLE I: MERGER

1.1 **Merger**. Upon the terms and subject to the conditions set forth in this Agreement, the Company shall be merged with and into the Acquiror effective as of 9:00 am on the date of filing of the Articles of Merger for Florida Limited Liability Company with the Florida Secretary of State (the "**Effective Time**"). Following the Effective Time, the separate corporate existence of the Company shall cease and the Acquiror shall be the Surviving Entity. The effects and consequences of the Merger shall be as set forth in this Agreement.

1.2 **Articles of Organization**. The Articles of Organization of the Acquiror then in effect at the Effective Time shall be the Articles of Organization of the Surviving Entity until thereafter amended as provided therein.

1.3 **Operating Agreement**. The Operating Agreement of the Acquiror then in effect at the Effective Time shall be the Operating Agreement of the Surviving Entity until thereafter amended as provided therein.

1.4 **Member**. The member of the Company immediately prior to the Effective Time

shall be the sole member of the Surviving Entity from and after the Effective Time until the earlier of his death or the transfer or assignment of his membership interests in the Surviving Entity in the manner provided for in the Operating Agreement or under Florida law.

1.5 Manager. The manager of the Acquiror immediately prior to the Effective Time shall be the manager of the Surviving Entity from and after the Effective Time until the earlier of his respective death, resignation, or removal or until his respective successor is duly elected or appointed and qualified in the manner provided for in the Operating Agreement.

1.6 Member Approval. The consummation of the Merger is subject to the approval of this Agreement and the Merger contemplated hereby by the members of each of the Parties.

ARTICLE II: CONVERSION OR CANCELLATION OF SHARES

2.1 Conversion or Cancellation of Shares. The manner and basis of converting the Company's common shares, par value \$1.00 per share ("**Company Common Shares**") into membership interests of the Surviving Entity are set forth in this section. At the Effective Time, by virtue of the Merger and without any action on the part of the Acquiror, the Acquiror's member, the Company, or the Company's member:

(a) all of the Company Common Shares issued and outstanding immediately prior to the Effective Time shall be converted into the right to receive one hundred percent (100%) of the validly issued, fully paid and non-assessable membership interests of the Surviving Entity ("**Surviving Entity Membership Interests**"):

(b) each Company Common Share that is owned by the Company (as treasury shares or otherwise) will automatically be canceled and retired and will cease to exist, and no consideration will be delivered in exchange therefor; and

(c) each membership interest of the Acquiror that is owned by the sole member of the Acquiror immediately prior to the Effective Time will automatically be canceled and retired and will cease to exist, and no consideration will be delivered in exchange therefor.

2.2 Effect. Upon the Effective Time, (a) the Acquiror, without further act, deed or other transfer, shall retain or succeed to, as the case may be, and possess and be vested with all the rights, privileges, immunities, powers, franchises and authority, of a public as well as of a private nature, of the Company; (b) all property of every description and every interest therein, and all debts and other obligations of or belonging to or due to the Company on whatever account shall thereafter be taken and deemed to be held by or transferred to, as the case may be, or invested in the Acquiror without further act or deed; (c) title to any real estate, or any interest therein vested in the Company, shall not revert or in any way be impaired by reason of the Merger; and (d) all of the rights of creditors of the Company shall be preserved unimpaired, and all liens upon the property of the Company shall be preserved unimpaired, and all debts, liabilities, obligations and duties of the Company shall thenceforth remain with or be attached to, as the case may be, the Acquiror and may be enforced against it to the same

extent as if it had incurred or contracted all such debts, liabilities, obligations and duties.

2.3 Share Certificates. Upon surrender by the sole member of the Company of the certificate (the "**Certificate**") that immediately prior to the Effective Time evidenced outstanding shares of Company Common Shares to Acquiror for cancellation and such other documents as Acquiror shall require, the holder of such Certificate shall be entitled to receive in exchange therefor one hundred percent (100%) of the Surviving Entity Membership Interests representing, in the aggregate, the whole number of membership interests that such holder has the right to receive herein after taking into account all Company Common Shares then held by such holder. Each Certificate surrendered pursuant to the previous sentence shall forthwith be canceled. Until so surrendered and exchanged, each such Certificate shall, after the Effective Time, be deemed to represent only the right to receive Surviving Entity Membership Interests pursuant to Section 2.1, and until such surrender or exchange, no such Surviving Entity Membership Interests shall be delivered to the holder of such outstanding Certificate in respect thereof.

ARTICLE III: OTHER PROVISIONS

3.1 Entire Agreement. This Agreement, together with the articles of merger, constitutes the sole and entire agreement of the Parties to this Agreement with respect to the subject matter contained herein and therein, and supersedes all prior and contemporaneous understandings, representations and warranties and agreements, both written and oral, with respect to such subject matter.

3.2 Successor and Assigns. This Agreement shall be binding upon, and shall inure to the benefit of, the Parties hereto and their respective successors and assigns.

3.3 Headings. The headings in this Agreement are for reference only and shall not affect the interpretation of this Agreement.

3.4 No Third-Party Beneficiaries. This Agreement is for the sole benefit of the Parties hereto and their respective successors and permitted assigns, and nothing herein, express or implied, is intended to or shall confer upon any other person any legal or equitable right, benefit or remedy of any nature whatsoever, under or by reason of this Agreement.

3.5 Amendment and Modification: Waiver. This Agreement may only be amended, modified, or supplemented by an agreement in writing signed by each Party hereto. No waiver by any Party of any of the provisions hereof shall be effective unless explicitly set forth in writing and signed by the Party so waiving. Except as otherwise set forth in this Agreement, no failure to exercise, or delay in exercising, any rights, remedy, power, or privilege arising from this Agreement shall operate or be construed as a waiver thereof; nor shall any single or partial exercise of any right, remedy, power, or privilege hereunder preclude any other or further exercise thereof, or the exercise of any other right, remedy, power, or privilege.

3.6 Severability. If any term or provision of this Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term

or provision in any other jurisdiction. Upon a determination that any term or other provision is invalid, illegal or unenforceable, the Parties hereto shall negotiate in good faith to modify this Agreement in order to accomplish the original intent of the Parties as closely as possible in a mutually acceptable manner in order that the transactions contemplated hereby be consummated as originally contemplated to the greatest extent possible.

3.7 Governing Law and Jurisdiction.

(a) This Agreement, including all exhibits attached hereto, and all matters arising out of or relating to this Agreement, are governed by and shall be construed in accordance with the laws of the State of Florida without regard to the conflict of laws provisions thereof to the extent such principles or rules would require or permit the application of the laws of any jurisdiction other than those of the State of Florida.

(b) Each Party irrevocably and unconditionally agrees that it will not commence any action, litigation or proceeding of any kind whatsoever against any other Party in any way arising from or relating to this Agreement and all contemplated transactions, in any forum other than the courts of the State of Florida sitting in Miami-Dade County, and any appellate court having jurisdiction thereof. Each Party irrevocably and unconditionally submits to the exclusive jurisdiction of such courts. Each Party agrees that a final judgment in any such action, litigation, or proceeding is conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law.


3.8 Counterparts. This Agreement may be executed in any number of original counterparts that may be faxed, emailed, or otherwise transmitted electronically with the same effect as if all Parties had signed the same instrument.

[Signature page follows]

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement and Plan of Merger to be executed by their respective duly authorized representatives as of the date first written above.


ACQUIROR:

Valgrat LLC, a Florida limited liability company,

By: 
Name: Carlos E. Padula
Title: Manager

COMPANY:


Basinger Ltd., a Commonwealth of The Bahamas corporation,

By: 
Name: Carlos E. Padula
Title: Director & President

STATE OF FLORIDA)
) SS:
COUNTY OF MIAMI DADE)

The foregoing instrument was acknowledged before me this 15th day of November, 2024 by Carlos E. Padula, who is ☐ personally known to me or ☒ has produced identification.
Type of identification produced FL driver license




Notary Public, State of Florida
Printed Name: LAURA L. SIERRA
Commission No.: HH 487899
Expiration Date: May 24, 2028