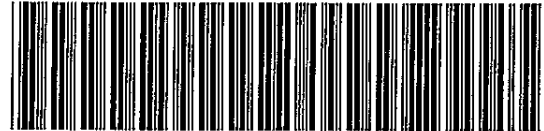


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SECRETARY OF STATE
TALLAHASSEE, FLORIDA



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ATION

2003

Secretary of State, Florida
409 East Gaines Street
Tallahassee FL 32399

Re: Order #: 5817496 SO
Customer Reference 1:
Customer Reference 2:

Dear Secretary of State, Florida:
Please file the attached:

Les Must de Carter International, Inc. (FL)
Merger (Discontinuing Company)
Florida

Enclosed please find a check for the requisite fees. Please return evidence of filing(s) to me
If for any reason the enclosed cannot be filed upon receipt, please contact me immediately
(850) 222-1092. Thank you very much for your help.

Sincerely,

Katrina Forsman
Fulfillment Specialist
Katrina_Forsman@cch-lis.com

660 East Jefferson Street
Tallahassee, FL 32301
Tel. 850 222 1092
Fax 850 222 7615

A CCH LEGAL INFORMATION SERVICES COMPANY

ARTICLES OF MERGER
Merger Sheet

MERGING:

LES MUST DE CARTIER INTERNATIONAL, INC. A FLORIDA ENTITY.
K18107

into

RICHEMONT LATIN AMERICAN & CARIBBEAN, LLC, a Delaware entity
M03000000974

File date: March 27, 2003

Corporate Specialist: Agnes Lunt

ARTICLES OF MERGER

FILED

03 MAR 27 PM 2:

The following articles of merger are being submitted in accordance with section(s) 607.1109, 608.4382, and/or 620.203, Florida Statutes.

SECRETARY OF STATE
TALLAHASSEE, FLORIDA

FIRST: The exact name, street address of its principal office, jurisdiction, and entity type for each **merging** party are as follows:

<u>Name and Street Address</u>	<u>Jurisdiction</u>	<u>Entity Type</u>
Les Must de Cartier International, Inc. 550 Biltmore Way, PH1 Coral Gables, FL 33134	Florida Corporation	Florida Corporation

Florida Document/Registration Number: K18107 FEI Number: 22-2892931

SECOND: The exact name, street address of its principal office, jurisdiction, and entity type of the **surviving** party are as follows:

<u>Name and Street Address</u>	<u>Jurisdiction</u>	<u>Entity Type</u>
Richemont Latin America & Caribbean, LLC 550 Biltmore Way, PH1 Coral Gables, FL 33134	Delaware	limited liability company

Florida Document/Registration Number: _____ FEI Number: 13-2852910
m03000000974

THIRD: The attached Plan of Merger meets the requirements of section(s) 607.1108, 608.438, 617.1103, and/or 620.201, Florida Statutes, and was approved by each domestic corporation, limited liability company, partnership and/or limited partnership that is a party to the merger in accordance with Chapter(s) 607, 617, 608, and/or 620, Florida Statutes.

FOURTH: If applicable, the attached Plan of Merger was approved by the other business entity(ies) that is/are party(ies) to the merger in accordance with the respective laws of all applicable jurisdictions.

FIFTH: If not incorporated, organized, or otherwise formed under the laws of the state of Florida, the surviving entity hereby appoints the Florida Secretary of State as its agent for substitute service of process pursuant to Chapter 48, Florida Statutes, in any proceeding to enforce any obligation or rights of any dissenting shareholders, partners, and/or members of each domestic corporation, partnership, limited partnership and/or limited liability company that is a party to the merger.

SIXTH: If not incorporated, organized, or otherwise formed under the laws of the state of Florida, the surviving entity agrees to pay the dissenting shareholders, partners, and/or members of each domestic corporation, partnership, limited partnership and/or limited liability company that is a party to the merger the amount, if any, to which they are entitled under section(s) 607.1302, 620.205, and/or 608.4384, Florida Statutes.

SEVENTH: If applicable, the surviving entity has obtained the written consent of each shareholder, member or person that as a result of the merger is now a general partner of the surviving entity pursuant to section(s) 607.1108(5), 608.4381(2), and/or 620.202(2), Florida Statutes.

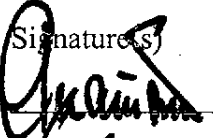
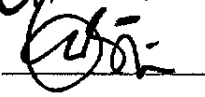
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TALLAHASSEE, FLORIDA

EIGHTH: The merger is permitted under the respective laws of all applicable jurisdictions and is not prohibited by the agreement of any partnership or limited partnership or the regulations or articles of organization of any limited liability company that is a party to the merger.

NINTH: The merger shall become effective as of April 1, 2003.

TENTH: The Articles of Merger comply and were executed in accordance with the laws of each party's applicable jurisdiction.

ELEVENTH: SIGNATURE(S) FOR EACH PARTY:

Name of Entity	Signature(s)	Typed or Printed Name of Individual
Les Must de Cartier International, Inc.		Christophe Maincourt, President and CEO
Richemont Latin America & Caribbean, LLC		Callum Barton, Manager

PLAN OF MERGER

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The following plan of merger, which was adopted and approved by each party to the merger in accordance with section(s) 607.1107, 617.1103, 608.4381, and/or 620.202, is being submitted in accordance with section(s) 607.1108, 608.438, and/or 620.201, Florida Statutes.

FIRST: The exact name and jurisdiction of each merging party are as follows:

<u>Name</u>	<u>Jurisdiction</u>
Les Must de Cartier International, Inc.	Florida

SECOND: The exact name and jurisdiction of the surviving party are as follows:

<u>Name</u>	<u>Jurisdiction</u>
Richemont Latin America & Caribbean, LLC	Delaware

THIRD: The terms and conditions of the merger are as follows:

Effect of Merger. At the Effective Time (as hereinafter defined), Les Must de Cartier International, Inc. shall be merged with and into Richemont Latin America & Caribbean, LLC in accordance with the laws of the State of Delaware and the State of Florida (the "Merger"). The separate corporate existence of the Les Must de Cartier International, Inc. shall thereby cease, and Richemont Latin America & Caribbean, LLC shall be the Surviving Entity (the "Surviving Entity") after the Merger and shall be governed by the laws of the State of Delaware.

Effective Time. The Merger shall be effective as of April 1, 2003 (the "Effective Time").

Name of the Surviving Entity. The name of the Surviving Entity shall be "Richemont Latin America & Caribbean, LLC."

Operating Agreement. The Operating Agreement of Richemont Latin America & Caribbean, LLC, as in effect as of the Effective Time, shall, after the Merger, continue to be the Operating Agreement of the Surviving Entity until duly amended in accordance with its terms and applicable law, and no change to such Operating Agreement shall be effected solely by virtue of the Merger.

Managers and Officers. The individuals who are serving as Managers and Officers of Richemont Latin America & Caribbean, LLC, as of the Effective Time, shall, after the Merger, continue to serve in such capacities in the Surviving Entity until their respective successors have been duly elected or appointed in accordance with the Operating Agreement of the Surviving Entity.

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Richemont Latin America & Caribbean, LLC Interests. Upon the Effective Time, by virtue of the Merger and without any action on the part of the sole member of Richemont Latin America & Caribbean, LLC, the LLC interests of the sole member in Richemont Latin America & Caribbean, LLC shall be canceled and exchanged for LLC interests in the Surviving Entity ("LLC Interests").

Les Must de Cartier International, Inc. Common Stock. Upon the Effective Time, by virtue of the Merger and without any action on the part of the sole shareholder of Les Must de Cartier International, Inc., all of the issued and outstanding shares of common stock of the Les Must de Cartier International, Inc. shall be canceled and retired, with no new shares of stock or other securities of Les Must de Cartier International, Inc. or the Surviving Entity issuable with respect thereto.

Rights, Privileges, Etc. At the Effective Time, the Surviving Entity, 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 Les Must de Cartier International, Inc. and Richemont Latin America & Caribbean, LLC; all property of every description and every interest therein, and all debts and other obligations of or belonging to or due to each of Les Must de Cartier International, Inc. and Richemont Latin America & Caribbean, LLC 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 Surviving Entity without further act or deed; title to any real estate, or any interest therein vested in the Les Must de Cartier International, Inc. or Richemont Latin America & Caribbean, LLC, shall not revert or in any way be impaired by reason of the Merger; and all of the rights of creditors of the Les Must de Cartier International, Inc. and Richemont Latin America & Caribbean, LLC shall be preserved unimpaired, and all liens upon the property of the Les Must de Cartier International, Inc. and Richemont Latin America & Caribbean, LLC shall be preserved unimpaired, and all debts, liabilities, obligations and duties of the respective corporations shall thenceforth remain with or be attached to, as the case may be, the Surviving Entity and may be enforced against it to the same extent as if all of said debts, liabilities, obligations and duties had been incurred or contracted by it.

Termination or Abandonment. Notwithstanding anything contained herein to the contrary, the Board of Managers of Richemont Latin America & Caribbean, LLC or the Board of Directors of the Les Must de Cartier International, Inc. may, in its respective sole discretion, and at any time prior to the Effective Time, abandon the Merger, if it shall deem such action, necessary or advisable, and in the best interests of Richemont Latin America & Caribbean, LLC or the Les Must de Cartier International, Inc., respectively. In the event of such determination and the abandonment of the Merger and this Agreement, the Merger and this Agreement shall become null and void and of no legal effect. Such termination shall not give rise to any liability on the part of Richemont Latin America & Caribbean, LLC or the Les Must de Cartier International, Inc. in connection with the Merger.

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TALLAHASSEE, FLORIDA

FOURTH:

A. The manner and basis of converting the interests, shares, obligations or other securities of each merged party into the interests, shares, obligations or other securities of the survivor, in whole or in part, into cash or other property are as follows:

The LLC interests of Richemont Latin America & Caribbean, LLC shall be canceled and exchanged for LLC interests of the survivor. All of the issued and outstanding shares of common stock of Les Must de Cartier International, Inc. shall be canceled and retired, with no new shares of stock or other securities of survivor issuable with respect thereto.

B. The manner and basis of converting rights to acquire interests, shares, obligations or other securities of each merged party into rights to acquire interests, shares, obligations or other securities of the surviving entity, in whole or in part, into cash or other property are as follows:

No Rights to acquire interests, shares, obligations or other securities of any merged party exist.

FIFTH: If a partnership or limited partnership is the surviving entity, the name(s) and address(es) of the general partner(s) are as follows:

Name(s) and Address(es) of General Partner(s)

If General Partner is a Non-Individual,
Florida Document/Registration Number

SIXTH: If a limited liability company is the surviving entity the name(s) and address(es) of the manager(s) managing members are as follows:

Callum Barton -- c/o Richemont North America, Inc., 645 Fifth Avenue, 5th Floor, New York, New York 10022

Louis Blank -- c/o Richemont International S.A., 25 rue des Caroubiers, 1227 Carouge, Switzerland

Gerard Djaoui -- c/o Cartier International GIE, 51 rue François 1er, 75008 Paris, France

Cedric Bossert -- c/o Richemont International S.A., 8 boulevard James-Fazy, 1201 Geneva, Switzerland

SEVENTH: All statements that are required by the laws of the jurisdiction(s) under which each Non-Florida business entity that is a party to the merger is formed, organized, or incorporated are as follows:

A copy of the Plan of Merger will be furnished by the surviving limited liability company, on request and without cost, to any member of the constituent limited liability company or any stockholder of the constituent corporation.

EIGHTH: Other provisions, if any, relating to the merger:

N/A