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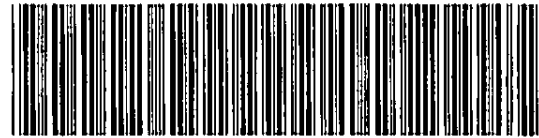
(Business Entity Name)

(Document Number)

Certified Copies \_\_\_\_\_ Certificates of Status \_\_\_\_\_

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**COVER LETTER**

**TO:** Amendment Section  
Division of Corporations

**SUBJECT:** MOSCASE INC.  
\_\_\_\_\_  
Name of Surviving Corporation

2016 JAN 25 PM 4:56

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

Please return all correspondence concerning this matter to following:

Kathrene Gawel

\_\_\_\_\_  
Contact Person

Cytowski & Partners

\_\_\_\_\_  
Firm/Company

19 W 34th Street, Suite 1018

\_\_\_\_\_  
Address

New York, New York 10001

\_\_\_\_\_  
City/State and Zip Code

kgawel@cytlaw.com

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

For further information concerning this matter, please call:

Kathrene Gawel

\_\_\_\_\_  
Name of Contact Person

At ( 917 ) 509-2696  
\_\_\_\_\_  
Area Code & Daytime Telephone Number

☐ Certified copy (optional) \$8.75 (Please send an additional copy of your document if a certified copy is requested)

**STREET ADDRESS:**

Amendment Section  
Division of Corporations  
Clifton Building  
2661 Executive Center Circle  
Tallahassee, Florida 32301

**MAILING ADDRESS:**

Amendment Section  
Division of Corporations  
P.O. Box 6327  
Tallahassee, Florida 32314

# **ARTICLES OF MERGER**

**(Profit Corporations)**

The following articles of merger are submitted in accordance with the Florida Business Corporation Act, pursuant to section 607.1105, Florida Statutes.

**First:** The name and jurisdiction of the surviving corporation:

<u>Name</u>	<u>Jurisdiction</u>	<u>Document Number</u> (If known/ applicable)
MOSCASE INC.	Delaware	6705657

**Second:** The name and jurisdiction of each merging corporation:

<u>Name</u>	<u>Jurisdiction</u>	<u>Document Number</u> (If known/ applicable)
MSC ACCESSORIES CORP.	Florida	P15000004206
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

**Third:** The Plan of Merger is attached.

**Fourth:** The merger shall become effective on the date the Articles of Merger are filed with the Florida Department of State.

**OR** \_\_\_\_/\_\_\_\_/\_\_\_\_ (Enter a specific date. NOTE: An effective date cannot be prior to the date of filing or more than 90 days after merger file date.)

**Note:** If the date inserted in this block does not meet the applicable statutory filing requirements, this date will not be listed as the document's effective date on the Department of State's records.

**Fifth:** Adoption of Merger by surviving corporation - (COMPLETE ONLY ONE STATEMENT)

The Plan of Merger was adopted by the shareholders of the surviving corporation on January 18, 2018.

The Plan of Merger was adopted by the board of directors of the surviving corporation on \_\_\_\_\_ and shareholder approval was not required.

**Sixth:** Adoption of Merger by merging corporation(s) (COMPLETE ONLY ONE STATEMENT)

The Plan of Merger was adopted by the shareholders of the merging corporation(s) on January 4, 2018.

The Plan of Merger was adopted by the board of directors of the merging corporation(s) on \_\_\_\_\_ and shareholder approval was not required.

(Attach additional sheets if necessary)

Seventh: **SIGNATURES FOR EACH CORPORATION**

Name of Corporation

Signature of an Officer or  
Director

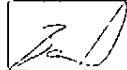
Typed or Printed Name of Individual & Title

MOSCASE, INC.



Akos Balogh, President

MSC ACCESSORIES CORP



Akos Balogh, President

2018 JAN 25 PM 4:58

**AGREEMENT AND PLAN OF MERGER OF  
MOSCASE INC., A DELAWARE CORPORATION  
AND MSC ACCESSORIES CORP, A FLORIDA CORPORATION**

THIS AGREEMENT AND PLAN OF MERGER dated as of January 18, 2018 (this "**Agreement**") is between MOSCASE INC., a Delaware corporation ("**MOSCASE**") and MSC ACCESSORIES CORP, a Florida corporation ("**MSC**"). MOSCASE and MSC are sometimes referred to herein as the "**Constituent Corporations**".

**RECITALS**

A. MOSCASE is a corporation duly organized and existing under the laws of the State of Delaware and has an authorized capital stock of 11,000,000 shares, all of which are designated "Common Stock," \$0.0001 par value per share. As of the date of this Agreement, 1,000,000 shares of Common Stock are issued and outstanding, all of which are held by MSC. For purposes of this Agreement, the Common Stock of MOSCASE shall be referred to herein as the "**Delaware Common**".

B. MSC is a corporation duly organized and existing under the laws of the State of Florida and has authorized capital stock of 1,000,000 shares, all of which are designated "Common Stock," \$0.001 par value. For purposes of this Agreement, the Common Stock of MSC shall be referred to herein as the "**Florida Common**".

C. The Board of Directors of MSC has determined that, for the purpose of effecting the reincorporation of MSC in the State of Delaware, it is advisable and in the best interests of MSC and its shareholders that MSC merge with and into MOSCASE upon the terms and conditions herein provided.

D. The respective Boards of Directors and stockholders of MSC and MOSCASE have approved this Agreement and have directed that this Agreement be executed by the undersigned officers.

E. The Merger (as defined below) is intended to qualify as a reorganization within the meaning of Section 368 of the Internal Revenue Code of 1986, as amended.

NOW, THEREFORE, in consideration of the mutual agreements and covenants set forth herein, MSC and MOSCASE hereby agree, subject to the terms and conditions hereinafter set forth, as follows:

**I**

**MERGER**

1.1 Merger. In accordance with the provisions of this Agreement, the Delaware General Corporation Law and the Florida Business Corporations Act, MSC shall be merged with and into MOSCASE (the "**Merger**"), the separate existence of MSC shall cease, MOSCASE shall be, and is herein sometimes referred to as, the "**Surviving Corporation**", and the name of the Surviving Corporation shall be "**MOSCASE INC.**"

1.2 Filing and Effectiveness. The Merger shall become effective when the following actions shall have been completed:

(a) This Agreement was adopted and the Merger approved by the stockholders of each Constituent Corporation in accordance with the requirements of the Delaware General Corporation Law and the Florida Business Corporations Act;

(b) All of the conditions precedent to the consummation of the Merger specified in this Agreement shall have been satisfied or duly waived by the party entitled to satisfaction thereof;

(c) An executed Certificate of Merger meeting the requirements of the Delaware General Corporation Law shall have been filed with the Secretary of State of the State of Delaware; and Corporations.

(d) The executed Articles of Merger shall have been filed with the Florida Division of Corporations.

The date and time when the Merger shall become effective, as aforesaid, is herein called the *“Effective Date of the Merger.”*

1.3 Effect of the Merger. Upon the Effective Date of the Merger, the separate existence of MSC shall cease, and MOSCASE, as the Surviving Corporation: (i) shall continue to possess all of its assets, rights, powers and property as constituted immediately prior to the Effective Date of the Merger; (ii) shall be subject to all actions previously taken by its and MSC's Board of Directors; (iii) shall succeed, without other transfer, to all of the assets, rights, powers and property of MSC in the manner as more fully set forth in Section 259 of the Delaware General Corporation Law; (iv) shall continue to be subject to all of its debts, liabilities and obligations as constituted immediately prior to the Effective Date of the Merger; and (v) shall succeed, without other transfer, to all of the debts, liabilities and obligations of MSC in the same manner as if MOSCASE had itself incurred them, all as more fully provided under the applicable provisions of the Delaware General Corporation Law and the California General Corporation Law.

## II

### CHARTER DOCUMENTS, DIRECTORS AND OFFICERS

2.1 Certificate of Incorporation. The Certificate of Incorporation of the Surviving Corporation shall be as set forth on Exhibit A attached hereto.

2.2 Bylaws. The Bylaws of MOSCASE as in effect immediately prior to the Effective Date of the Merger shall continue in full force and effect as the Bylaws of the Surviving Corporation until duly amended in accordance with the provisions thereof and applicable law.

2.3 Directors and Officers. The directors and officers of MOSCASE immediately prior to the Effective Date of the Merger shall be the directors and officers of the Surviving Corporation until their successors shall have been duly elected and qualified or until as otherwise provided by law, the Certificate of Incorporation of the Surviving Corporation or the Bylaws of the Surviving Corporation.

### III

#### MANNER OF CONVERSION OF STOCK

3.1 Florida Common. Upon the Effective Date of the Merger, each share of Florida Common issued and outstanding immediately prior thereto shall, by virtue of the Merger and without any action by the Constituent Corporations, the holder of such shares or any other person, be converted into and exchanged for ten (10) fully paid and nonassessable shares of Delaware Common, \$0.0001 par value.

3.2 Delaware Common. Upon the Effective Date of the Merger, each share of Delaware Common issued and outstanding immediately prior thereto shall, by virtue of the Merger and without any action by the Constituent Corporations, the holder of such shares or any other person, be canceled and returned to the status of authorized but unissued shares.

3.3 Exchange of Certificates. After the Effective Date of the Merger, each holder of Florida Common may, at such shareholder's option, surrender the same for cancellation to the exchange agent designated by the Surviving Corporation (the "*Exchange Agent*"), and each such holder shall be entitled to receive in exchange therefor a certificate or certificates representing the number of shares of the appropriate class and series of the Surviving Corporation's capital stock into which the surrendered shares were converted as herein provided. Until so surrendered, each outstanding certificate theretofore representing shares of Florida Common shall be deemed for all purposes to represent the number of whole shares of the appropriate class and series of the Surviving Corporation's capital stock into which such shares of Florida Common were converted in the Merger.

The registered owner on the books and records of the Surviving Corporation or the Exchange Agent of any such outstanding certificate shall, until such certificate shall have been surrendered for transfer or conversion or otherwise accounted for to the Surviving Corporation or the Exchange Agent, have and be entitled to exercise any voting and other rights with respect to and to receive dividends and other distributions upon the shares of capital stock of the Surviving Corporation represented by such outstanding certificate as provided above.

Each certificate representing capital stock of the Surviving Corporation so issued in the Merger shall bear the same legends, if any, with respect to the restrictions on transferability as the certificates of Florida Common so converted and given in exchange therefor, unless otherwise determined by the Board of Directors of the Surviving Corporation in compliance with applicable laws.

If any certificate for capital stock of the Surviving Corporation is to be issued in a name other than that in which the certificate surrendered in exchange therefor is registered, it shall be a condition of issuance thereof that the certificate so surrendered shall be properly endorsed and otherwise in proper form for transfer, that such transfer otherwise be proper and that the person requesting such transfer pay to the Exchange Agent any transfer or other taxes payable by reason of the issuance of such new certificate in a name other than that of the registered holder of the certificate surrendered or establish to the satisfaction of the Surviving Corporation that such tax has been paid or is not payable.

## IV GENERAL

4.1 Covenants. MOSCASH covenants and agrees that it will, on or before the Effective Date of the Merger:

(a) Qualify to do business as a foreign corporation in the State of Florida and in connection therewith irrevocably appoint an agent for service of process as required under the provisions of the Florida Business Corporations Act;

(b) File any and all documents with the Florida Franchise Tax Board necessary for the assumption by MOSCASH of all of the franchise tax liabilities of MSC; and

(c) Take such other actions as may be required by the Florida Business Corporations Act.

4.2 Further Assurances. From time to time, as and when required by MOSCASH or by its successors or assigns, there shall be executed and delivered on behalf of MSC such deeds and other instruments, and there shall be taken or caused to be taken by MOSCASH and MSC such further and other actions, as shall be appropriate or necessary in order to vest or perfect in or confirm of record or otherwise by MOSCASH the title to and possession of all the property, interests, assets, rights, privileges, immunities, powers, franchises and authority of MSC and otherwise to carry out the purposes of this Agreement, and the officers and directors of MOSCASH are fully authorized in the name and on behalf of MSC or otherwise to take any and all such action and to execute and deliver any and all such deeds and other instruments.

4.3 Abandonment. At any time before the Effective Date of the Merger, this Agreement may be terminated and the Merger may be abandoned for any reason whatsoever by the Board of Directors of either of the Constituent Corporations, or both, notwithstanding the approval of this Agreement by the shareholders of MSC or by the sole stockholder of MOSCASH, or by both.

4.4 Amendment. The Boards of Directors of the Constituent Corporation may amend this Agreement at any time prior to the filing of this Agreement (or certificate in lieu thereof) with the Secretaries of State of the States of California and Delaware, provided that an amendment made subsequent to the adoption of this Agreement by the shareholders or stockholders of either Constituent Corporation shall not: (a) alter or change the amount or kind of shares, securities, cash, property and/or rights to be received in exchange for or on conversion of all or any of the shares of any class or series thereof of such Constituent Corporation, (b) alter or change any term of the Certificate of Incorporation of the Surviving Corporation to be effected by the Merger, or (c) alter or change any of the terms and conditions of this Agreement if such alteration or change would materially adversely affect the holders of any class of shares or series thereof of such Constituent Corporation.

4.5 Registered Office. The registered office of the Surviving Corporation in the State of Delaware is located at 3500 South Dupont Highway, in the City of Dover, Delaware 19901, County of Kent, and USA



Corporate Services is the registered agent of the Surviving Corporation at such address.

4.6 Agreement. Executed copies of this Agreement will be on file at the principal place of business of the Surviving Corporation at 3500 South Dupont Highway, in the City of Dover, Delaware 19901, and copies thereof will be furnished to any stockholder of either Constituent Corporation, upon request and without cost.

4.7 Governing Law. This Agreement shall in all respects be construed, interpreted and enforced in accordance with and governed by the laws of the State of Delaware and, only as applicable, the merger provisions of the California General Corporation Law.

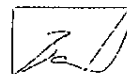
4.8 Counterparts. In order to facilitate the filing and recording of this Agreement, the same may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, this Agreement, having first been approved by resolutions of the Boards of Directors of MSC and MOSCASE, is hereby executed on behalf of each of such two corporations and attested by their respective officers thereunto duly authorized.

**MOSCASE, INC.**

a Delaware corporation

By: \_\_\_\_\_



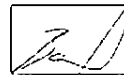
Name: Akos Balogh

Title: President

**MSC ACCESSORIES CORP**

a Florida corporation

By: \_\_\_\_\_



Name: Akos Balogh

Title: President

**EXHIBIT A**

**Certificate of Incorporation of Surviving Corporation**