

P98000105999

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

Account#: 120000000088

Date: 02/04/2020

Name: Chris Vick

Reference #: 1181978

Entity Name: CHICO'S RETAIL SERVICES, INC.

- ☐ Articles of Incorporation/Authorization to Transact Business
- ☐ Amendment
- ☐ Change of Agent
- ☐ Reinstatement
- ☐ Conversion
- ☒ Merger
- ☐ Dissolution/Withdrawal
- ☐ Fictitious Name
- ☐ Other _____

Authorized Amount: \$105.00

Signature: 

10 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

10 EUROPEAN HQ
COGENCY GLOBAL (UK) LIMITED
REGISTERED IN ENGLAND & WALES,
REGISTRY #301072
6 LLOYDS AVE, UNIT 4CL
LONDON EC3N 3AY
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10 ASIA PACIFIC HQ
COGENCY GLOBAL (HK) LIMITED
A HONG KONG LIMITED COMPANY
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103 LEIGHTON RD, CAUSEWAY BAY
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ARTICLES OF MERGER
OF
CHICO'S CREATIVE DESIGN, INC.,
a Florida Corporation
AND
CHICO'S PRODUCTION SERVICES, INC.,
a Florida Corporation
WITH AND INTO
CHICO'S RETAIL SERVICES, INC.,
a Florida Corporation

Date: January 31, 2020

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, a Florida corporation (the "Surviving Corporation"):

<u>Name:</u>	<u>Jurisdiction:</u>	<u>Document Number:</u>
Chico's Retail Services, Inc.	Florida	P98000105999

SECOND: The name and jurisdictions of the merging corporations (jointly, the "Merging Corporations"):

<u>Name:</u>	<u>Jurisdiction:</u>	<u>Document Number:</u>
Chico's Creative Design, Inc. ("CCD")	Florida	P09000000998
Chico's Production Services, Inc. ("CPS")	Florida	P09000001008

THIRD: The Merging Corporations are hereby merged with and into the Surviving Corporation and the separate existence of the Merging Corporations shall cease. The Surviving Corporation is the surviving entity in the merger. A copy of the Agreement and Plan of Merger (the "Plan of Merger") is attached hereto as Exhibit A and made a part hereof by reference as if fully set forth herein.

FOURTH: The merger shall become effective on February 1, 2020 (the "Effective Date").

FIFTH: The Plan of Merger was adopted by the shareholders of the Surviving Corporation on January 30, 2020.

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JACKSONVILLE, FLORIDA

SIXTH: The Plan of Merger was adopted by the shareholders of CCD on January 30, 2020.

SEVENTH: The Plan of Merger was adopted by the shareholders of CPS on January 30, 2020.

[Signature Page Follows]

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CLERK OF DISTRICT COURT
JAN 31 2020

IN WITNESS WHEREOF, the parties have executed and delivered these Articles of Merger as of the date first written above.

SURVIVING CORPORATION:

Chico's Retail Services, Inc.

By: 

Name: Gregory Baker

Title: Director

MERGING CORPORATIONS:

Chico's Creative Design, Inc.

By: 

Name: Gregory Baker

Title: Director

Chico's Production Services, Inc.

By: 

Name: Gregory Baker

Title: Director

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STATE OF CALIFORNIA
COUNTY OF ORANGE

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EXHIBIT A

AGREEMENT AND PLAN OF MERGER

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SEAL OF THE STATE
CLERK OF THE SUPREME COURT

AGREEMENT AND PLAN OF MERGER

THIS AGREEMENT AND PLAN OF MERGER (this "Agreement") is made and entered into on January 30, 2020, by and among Chico's Retail Services, Inc. (the "Surviving Corporation"), Chico's Creative Design, Inc. ("CCD") and Chico's Production Services, Inc. ("CPS"), and together with CCD, the "Merging Corporations"), all being corporations organized and existing under the laws of the State of Florida. The following plan of merger is submitted in compliance with section 607.1101, Florida Statutes, and in accordance with the laws of any other applicable jurisdiction of incorporation.

WITNESSETH:

WHEREAS, the board of directors of each corporation deems it advisable and in the best interests of such corporation and its shareholders that CCD and CPS merge with and into the Surviving Corporation and that the Surviving Corporation merge CCD and CPS with and into itself (the "Merger"), pursuant to this Agreement and the applicable laws of the State of Florida.

WHEREAS, it is intended that (a) the Merger shall qualify as a reorganization under the provisions of Section 368(a) of the Internal Revenue Code of 1986, as amended, and applicable state tax laws, and (b) this Agreement and the corresponding resolutions of each corporation shall evidence such reorganization.

WHEREAS, the Surviving Corporation, by its Articles of Incorporation, has an authorized capitalization of 10,000 shares of common stock, \$1.00 par value, of which 1,000 shares are now issued and outstanding.

WHEREAS, the CCD, by its Articles of Incorporation, has an authorized capitalization of 10,000 shares of common stock, \$1.00 par value, of which 1,000 shares are now issued and outstanding.

WHEREAS, the CPS, by its Articles of Incorporation, has an authorized capitalization of 10,000 shares of common stock, \$1.00 par value, of which 1,000 shares are now issued and outstanding.

NOW, THEREFORE, the parties hereto, in consideration of the premises and the mutual covenants, agreements and provisions hereinafter contained, do hereby agree upon and prescribe the terms and conditions of said merger and the method of carrying the same into effect in this Agreement as follows:

FIRST: The name and jurisdiction of the surviving corporation, a Florida corporation:

<u>Name:</u>	<u>Jurisdiction:</u>	<u>Document Number:</u>
Chico's Retail Services, Inc.	Florida	P98000105999

SECOND: The name and jurisdiction of each merging corporation:

<u>Name:</u>	<u>Jurisdiction:</u>	<u>Document Number:</u>
Chico's Creative Design, Inc.	Florida	P09000000998
Chico's Production Services, Inc.	Florida	P09000001008

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

- (a) Plan of Merger. The parties hereto have agreed and do hereby agree each with the other that CCD and CPS shall be merged with and into the Surviving Corporation, and that the Surviving Corporation shall merge CCD and CPS with and into itself. The Surviving Corporation shall be the surviving corporation in the merger and shall be governed by the laws of the State of Florida, which state shall continue to be its domicile.
- (b) Effective Date. The merger provided in this Agreement shall become effective and the parties hereto shall be deemed to have merged as of February 1, 2020 at 11:59 pm (the "Effective Date").
- (c) Manner of Converting Shares. Immediately prior to the merger, the stock ownership of CCD, CPS and the Surviving Corporation is as shown below:

Stock Ownership Prior to Merger

	<u>Shares of CCD</u>	<u>Shares of CPS</u>	<u>Shares of the Surviving Corporation</u>
Chico's FAS, Inc.	1,000	1,000	1,000

Pursuant to the merger, all of the outstanding shares of CCD and CPS will be cancelled. No new shares of stock in the Surviving Corporation will be issued to the former shareholder of CCD and CPS. Each share of common stock of the Surviving Corporation that is issued and outstanding on the Effective Date shall continue and remain unchanged as one share of common stock of the Surviving Corporation.

(d) Effect of the Merger.

- (i) *Existence of CCD and CPS.* On the Effective Date, the separate existences of CCD and CPS shall cease and they shall be merged with and into the Surviving Corporation. Thereupon, all the property, real, personal, and mixed, and all interest therein, of CCD and CPS and all debts due to each of them, shall be transferred to and invested in the Surviving Corporation without further act or deed and without reversion or impairment. The Surviving Corporation shall thenceforth be responsible and liable for all the liabilities and obligations of CCD and CPS.
- (ii) *Articles of Incorporation.* The Articles of Incorporation of the Surviving Corporation, in effect on the Effective Date, shall continue in full force and

effect as the Articles of Incorporation of the Surviving Corporation and shall not be changed or amended by the merger.

(iii) *By-laws*. The by-laws of the Surviving Corporation as in effect on the Effective Date, shall continue in full force and effect as the by-laws of the Surviving Corporation and shall not be changed or amended by the merger.

(iv) *Board of Directors; Officers*. Until altered by the shareholders or directors, as the case may be, of the Surviving Corporation, the duly elected board of directors and officers shall of the Surviving Corporation shall continue to serve as the officers and directors of the Surviving Corporation and shall not be changed or otherwise affected by the merger.

FOURTH: This Agreement shall promptly be submitted to the sole shareholder of CCD, to the sole shareholder of CPS, and to the sole shareholder of the Surviving Corporation for approval. The unanimous affirmative vote of the holder of all of the shares of CCD entitled to vote, the unanimous affirmative vote of the holder of all the shares of CPS entitled to vote, and the unanimous affirmative vote of the holder of all of the shares of Retail Services entitled to vote shall be required for such approval.

FIFTH: CCD hereby represents and warrants to the Surviving Corporation that:

- (a) Organization and Standing. CCD is a corporation duly organized and validly existing, with a status of active, under the laws of the State of Florida.
- (b) CCD's Authorized Capital Stock. CCD's authorized capital stock consists of 10,000 shares of common stock, \$1.00 par value, of which 1,000 shares are issued and outstanding, fully paid and non-assessable. There are no options, warrants or rights outstanding to purchase shares of the common stock of CCD.
- (c) Subsidiaries. CCD has no subsidiaries.
- (d) Authority. The execution, delivery and performance of this Agreement have been duly authorized by the board of directors of CCD. Except for the shareholder approval as required in Section FOURTH of this Agreement, no further corporate action is required of CCD by the Florida Business Corporation Act or otherwise to make this Agreement a valid and binding agreement of CCD, enforceable against CCD in accordance with its terms.
- (e) No Violation. The execution and delivery of this Agreement, and consummation of the merger, will not constitute or result in a breach, default or violation of any law, or the Articles of Incorporation or bylaws of CCD, or any order, judgement or regulation to which any property of CCD is subject or to which CCD is a party.

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STATE OF FLORIDA

- (f) No Liabilities. Except to the extent previously disclosed to the Surviving Corporation, CCD has no liabilities or obligations (secured, unsecured, contingent or otherwise) of any nature.

SIXTH: CPS hereby represents and warrants to the Surviving Corporation that:

- (a) Organization and Standing. CPS is a corporation duly organized and validly existing, with a status of active, under the laws of the State of Florida.
- (b) CPS's Authorized Capital Stock. CPS's authorized capital stock consists of 10,000 shares of common stock, \$1.00 par value, of which 1,000 shares are issued and outstanding, fully paid and non-assessable. There are no options, warrants or rights outstanding to purchase shares of the common stock of CPS.
- (c) Subsidiaries. CPS has no subsidiaries.
- (d) Authority. The execution, delivery and performance of this Agreement have been duly authorized by the board of directors of CPS. Except for the shareholder approval as required in Section FOURTH of this Agreement, no further corporate action is required of CPS by the Florida Business Corporation Act or otherwise to make this Agreement a valid and binding agreement of CPS, enforceable against CPS in accordance with its terms.
- (e) No Violation. The execution and delivery of this Agreement, and consummation of the merger, will not constitute or result in a breach, default or violation of any law, or the Articles of Incorporation or bylaws of CPS, or any order, judgement or regulation to which any property of CPS is subject or to which CPS is a party.
- (f) No Liabilities. Except to the extent previously disclosed to the Surviving Corporation, CPS has no liabilities or obligations (secured, unsecured, contingent or otherwise) of any nature.

SEVENTH: The Surviving Corporation hereby represents and warrants to CCD and CPS that:

- (a) Organization and Standing. The Surviving Corporation is a corporation duly organized and validly existing, with a status of active, under the laws of the State of Florida.
- (b) Authorized Capital Stock. The Surviving Corporation's authorized capital stock consists of 10,000 shares of common stock, \$1.00 par value, of which 1,000 shares are issued and outstanding, fully paid and non-assessable.
- (c) Authority. The execution, delivery and performance of this Agreement have been duly authorized by the board of directors of the Surviving Corporation. Except for the shareholder approval as required in Section FOURTH of this Agreement, no further corporate action is required of the Surviving Corporation by the Florida Business

Corporation Act or otherwise to make this Agreement a valid and binding agreement of the Surviving Corporation, enforceable against the Surviving Corporation in accordance with its terms.

- (d) No Violation. The execution and delivery of this Agreement, and consummation of the merger, will not constitute or result in a breach, default or violation of any law, or the Articles of Incorporation or bylaws of the Surviving Corporation, or any order, judgement or regulation to which any property of the Surviving Corporation is subject or to which the Surviving Corporation is a party.

EIGHTH:

- (a) Entire Agreement. This Agreement constitutes the entire agreement between the parties and supersedes and cancels any other agreement, representation or communication, whether oral or written, among the parties hereto relating to the transactions contemplated herein or the subject matter hereof.
- (b) Headings. The headings in the Agreement are inserted for convenience only and shall not affect in any way the meaning or interpretation of this Agreement.
- (c) Expenses. The Surviving Corporation shall pay the expenses of carrying this Agreement into effect and of accomplishing the merger.
- (d) Amendment; Termination. This Agreement may be terminated or amended by the mutual consent of parties hereto, whether before or after approval of this Agreement by the sole shareholder of CCD, by the sole shareholder of CPS or by the sole shareholder of the Surviving Corporation.
- (e) Counterparts. This Agreement may be simultaneously executed in several counterparts, each of which as executed shall be deemed to be an original; and such counterparts shall together constitute one and the same agreement.
- (f) Further Assurances. CCD and CPS agree that from time to time following the Effective date, as and when requested by the Surviving Corporation, they will execute and deliver, or cause to be executed and delivered, all such deeds and other instruments, and will take or cause to be taken such further or other action, as the Surviving Corporation may deem necessary or desirable, in order more fully to vest in and confirm to the Surviving Corporation title to and possession of all of its said property, rights, privileges, powers and franchises and otherwise to carry out the intent and purposes of this Agreement.

[Signature Page Follows]

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20 JAN 31 AM 11:24
CLERK OF SUPERIOR COURT
JAN 31 2020

IN WITNESS WHEREOF, the parties have executed and delivered this Agreement and Plan of Merger as of the date first written above.

SURVIVING CORPORATION:

Chico's Retail Services, Inc.

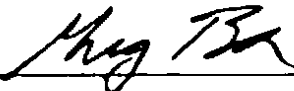
By: 

Name: Gregory Baker

Title: Director

MERGING CORPORATIONS:

Chico's Creative Design, Inc.

By: 

Name: Gregory Baker

Title: Director

Chico's Production Services, Inc.

By: 

Name: Gregory Baker

Title: Director

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STATE OF FLORIDA

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