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MERGER OR SHARE EXCHANGE
 AMICITIA INVESTMENTS CORP.

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ARTICLES OF MERGER

of

SOUNDHONOR LTD.,

a company organized under the laws of the British Virgin Islands

with and into

AMICITIA INVESTMENTS CORP.,

a Florida corporation

The following Articles of Merger are submitted in accordance with the Florida Business Corporation Act, pursuant to section 607.1105, Florida Statutes, in connection with the merger (the "**Merger**") of Soundhonor Ltd. (the "**Merging Corporation**") with and into Amicitia Investments Corp. (the "**Surviving Corporation**").

First: The name and jurisdiction of the surviving corporation is as follows:

NAME	JURISDICTION	DOCUMENT NUMBER
AMICITIA INVESTMENTS CORP.	FLORIDA	P18000096757

Second: The name and jurisdiction of each merging corporation is as follows:

NAME	JURISDICTION	DOCUMENT NUMBER
SOUNDHONOR LTD.	BRITISH VIRGIN ISLANDS	1965749

Third: An Agreement and Plan of Merger (the "**Merger Agreement**"), dated as of June 4th, 2019, between the Surviving Corporation and the Merging Corporation has been approved and adopted, by the directors and shareholders of each of the Surviving Corporation and Merging Corporation in accordance with the requirements of the Florida Business Corporation Act. The Plan of Merger, which forms an integral part of and is evidenced by the Merger Agreement, is attached hereto as Exhibit A.

Fourth: The Merger shall become effective on the 4th day of June, 2019.

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Fifth: The Merger Agreement and Plan of Merger were approved and adopted by the Directors of the Surviving Corporation on June 4th, 2019, and the Shareholders of the Surviving Corporation on June 4th, 2019.

Sixth: The Merger Agreement and Plan of Merger were approved and adopted by the Directors of the Merging Corporation on June 4th, 2019, and the Shareholders of the Merging Corporation on June 4th, 2019.

[SIGNATURE PAGE TO FOLLOW]

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IN WITNESS WHEREOF, the undersigned have executed these Articles of Merger as of
June 4th, 2019.

Surviving Corporation:

AMICITIA INVESTMENTS CORP.

By: 

Name: Luis Enrique Hasbun Selume

Title: President

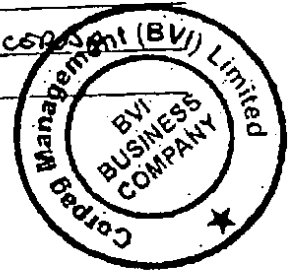
Merging Corporation:

SOUNDHONOR LTD.

By: 

Name: CAROLINA LACORT

Title: Director



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EXHIBIT A

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AGREEMENT AND PLAN OF MERGER

This AGREEMENT AND PLAN OF MERGER ("Agreement") is dated as of June 4th, 2019, by and between AMICITIA INVESTMENTS CORP., a Florida corporation (the "Acquiror"), and SOUNDHONOR LTD., a company organized under the laws of the British Virgin Islands (the "Company" and together with Acquiror, the "Parties" and individually a "Party").

Recitals

WHEREAS, immediately prior to the Effective Date (as defined below) all of the outstanding shares of common stock of the Company ("Company Common Stock") are owned by the Acquiror;

WHEREAS, the respective Board of Directors and the Shareholders of the Acquiror and the Company have each approved and adopted this Agreement and the transactions contemplated by this Agreement, in each case after making a determination that this Agreement and such transactions are advisable and fair to, and in the best interests of, such corporation and its shareholders; and

WHEREAS, pursuant to the transactions contemplated by this Agreement and on the terms and subject to the conditions set forth herein, the Company, in accordance with the provisions of the Florida Business Corporation Act (the "FBCA"), will merge with and into the Acquiror, with the Acquiror as the surviving corporation (the "Merger").

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:

1. Merger. Upon the terms and subject to the conditions set forth in this Agreement, and in accordance with Section 607.1101 of the FBCA, the Company shall be merged with and into the Acquiror at the Effective Date (as hereinafter defined). Following the Effective Date, the separate corporate existence of the Company shall cease, and the Acquiror shall continue as the surviving corporation (the "Surviving Corporation"). The effects and consequences of the Merger shall be as set forth in this Agreement and the FBCA.

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2. Effective Date.

(a) Subject to the provisions of this Agreement, on the date hereof, the parties shall duly prepare, execute and file the Articles of Merger (the "Articles of Merger") complying with Section 607.1105 of the FBCA with the Florida Department of State with respect to the Merger. The Merger shall become effective upon the filing of the Articles of Merger (the "Effective Date").

(b) The Merger shall have the effects set forth in the FBCA, including without limitation, Section 607.1106 of the FBCA. Without limiting the generality of the foregoing, from the Effective Date, (i) all the properties, rights, privileges, immunities, powers and franchises of the Company shall vest in the Acquiror, as the Surviving Corporation, and (ii) all debts, liabilities, obligations and duties of the Company shall become the debts, liabilities, obligations and duties of the Acquiror, as the Surviving Corporation.

3. Organizational Documents. The Bylaws of the Acquiror in effect at the Effective Date shall be the Bylaws of the Surviving Corporation until thereafter amended as provided therein or by the FBCA, and the Articles of Incorporation of the Acquiror in effect at the Effective Date shall be the Articles of Incorporation of the Surviving Corporation until thereafter amended as provided therein or by the FBCA.

4. Directors and Officers. The directors and officers of the Acquiror immediately prior to the Effective Date shall be the directors of the Surviving Corporation from and after the Effective Date and shall hold office until the earlier of their respective death, resignation or removal or their respective successors are duly elected or appointed and qualified in the manner provided for in the Articles of Incorporation and Bylaws of the Surviving Corporation or as otherwise provided by the FBCA.

5. Conversion of Securities. At the Effective Date, by virtue of the Merger and without any action on the part of the Acquiror or the Company or the holder of shares of capital stock of the Company:

(a) all of the outstanding Company Common Stock, which are owned by the Acquiror, will automatically be cancelled and retired and will cease to exist, and no consideration will be delivered in exchange therefor; and

(b) each share of capital stock of Acquiror issued and outstanding immediately prior to the Effective Date shall remain outstanding following the consummation of the Merger.

6. Stock Certificates. All outstanding certificates (the "Certificates") that immediately prior to the Effective Date evidenced outstanding shares of Company Common Stock shall be automatically cancelled on the Effective Date.

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7. Representations and Warranties of the Parties. Each Party represents and warrants to the other Parties that the statements contained in this Section 7 are correct and complete as of the date of this Agreement, and shall be correct and complete as of the Effective Date:

(a) Organization, Qualification and Corporate Power. Each Party is duly organized, validly existing and in active status under the laws of the jurisdiction of its organization. Each Party is duly authorized to conduct business and is in good standing under the laws of each jurisdiction where such qualification is required. Each Party has full corporate power and authority and all licenses, permits and authorizations necessary to carry on the business in which it is engaged and to own and use the properties owned and used by it;

(b) Corporate Authority. The execution, delivery and performance of this Agreement by each Party has been duly authorized by all necessary corporate action. This Agreement, when executed and delivered by each Party, shall be the valid and binding obligation of each Party, enforceable against the other party in accordance with the terms hereof.

(c) Approvals. Each Party represents and warrants that this Agreement and the Articles of Merger have been duly authorized and approved by the Board of Directors and all of the Shareholders of each Party in accordance with the FBCA.

(d) Articles of Merger. Each Party represents and warrants that it has, concurrently with the execution of this Agreement, executed Articles of Merger with the Florida Department of State.

8. 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 supersedes all prior and contemporaneous understandings, representations and warranties and agreements, both written and oral, with respect to such subject matter.

9. Successors and Assigns. This Agreement shall be binding upon and shall inure to the benefit of the Parties hereto and their respective successors and permitted assigns.

10. 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.

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

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12. 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.

13. 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 such determination that any term or other provision is invalid, illegal or unenforceable, the Parties hereto shall negotiate in good faith to modify this Agreement so as to effect 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.

14. Governing Law; Submission to Jurisdiction. This Agreement shall be governed by and construed in accordance with the internal laws of the State of Florida without giving effect to any choice or conflict of law provision or rule (whether of the State of Florida or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than those of the State of Florida.

15. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Agreement delivered by facsimile, e-mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

[SIGNATURE PAGE FOLLOWS]


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IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first above written.

AMICITIA INVESTMENTS CORP.

By: 
Name: Luis Enrique Husbun Selume
Title: President

SOUNDHONOR LTD.

By: 
Name: CARLOS A. LASSO
Title: Director

