

214000130215

(Requestor's Name)

(Address)

(Address)

(City/State/Zip/Phone #)

☐ PICK-UP

☐ WAIT

☐ MAIL

(Business Entity Name)

(Document Number)

Certified Copies _____ Certificates of Status _____

Special Instructions to Filing Officer:

Office Use Only



900274069189

06/17/15--01008--009 **70.00

FILED
JUN 17 11 03 AM
TALLAHASSEE, FLORIDA

Morgan

JUN 29 2015

R. WHITE

COVER LETTER

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

SUBJECT: INTERNATIONAL COLLECTION CONSULTANTS, LLC

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

Please return all correspondence concerning this matter to the following:

GUILLERMO ARGUELLO
921 TANGIER STREET
CORAL GABLES, FL 33134

For further information concerning this matter, please call:

Guillermo Argüello at 305-582-1048.

Thank you.

FILED
15 JUN 17 PM 3:03

ARTICLES OF MERGER

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

First: The name and jurisdiction of the surviving entity:

INTERNATIONAL COLLECTION CONSULTANTS, LLC, a Florida Limited Liability Company, Document No. L14000130215

Second: The name and jurisdiction of each merging entity:

LATAM ENTERPRISES, INC., a Florida Corporation, Document No. P13000095000,

and

INTERNATIONAL COLLECTION CONSULTANTS, LLC, a Florida Limited Liability Company, Document No. L14000130215

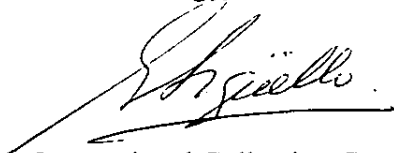
Third: The Agreement and Plan of Merger is attached.

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

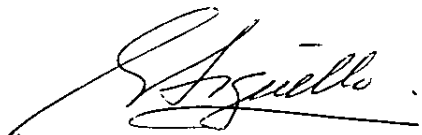
Fifth: Adoption of Merger by surviving entity - The Agreement and Plan of Merger was adopted by the sole member of the surviving limited liability company on June 2nd, 2015.

Sixth: Adoption of Merger by merging entities – The Agreement and Plan of Merger was adopted by the boards of directors of the merging entities on June 2nd, 2015 and shareholder approval was not required.

Seventh: Signatures for each entity



International Collection Consultants, LLC
by: Guillermo Argüello
its: Attorney-in-Fact



Latam Enterprises, Inc.
by: Guillermo Argüello
its: Attorney-in-Fact

Agreement and Plan of Merger of
INTERNATIONAL COLLECTION CONSULTANTS, LLC.
(A Florida Limited Liability Company)
and
LATAM ENTERPRISES, INC.
(A Florida Corporation)

THIS AGREEMENT AND PLAN OF MERGER dated as of June 2, 2015, (the "Agreement") is between International Collection Consultants, Inc., a Florida Limited Liability Company ("ICC") and LatAm Enterprises, Inc., a Florida Corporation ("LatAm"). ICC and LatAm are sometimes referred to herein as the "Constituent Corporations."

RECITALS

A. ICC is a Limited Liability Company, duly organized and existing under the laws of the State of Florida. As of the date of this Agreement and Plan of Merger, it owns 100 percent of the outstanding shares of each class of its subsidiary corporation, LatAm.

B. LatAm is a Corporation duly organized and existing under the laws of the State of Florida and has an authorized capital of one thousand (1,000) shares of capital stock, of which one thousand (1,000) shares were issued and outstanding.

C. The respective Boards of Directors of ICC and LatAm have approved this Agreement and have directed that this Agreement be submitted to a vote of their respective stockholders and executed by the undersigned officers.

NOW, THEREFORE, in consideration of the mutual agreements and covenants set forth herein, ICC and LatAm 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, and with section 607.1104, Florida Statutes, LatAm shall be merged with and into ICC (the "Merger"), the separate existence of LatAm shall cease and ICC shall be, and is herein sometimes referred to as, the "Surviving Corporation," and the name of the Surviving Corporation shall be International Collection Consultants, LLC.

1.2 Filing and Effectiveness. The Merger shall become effective on the date the Articles of Merger are filed with the Florida Department of State. Such date and time 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 LatAm shall cease and ICC, 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 LatAm's Board of Directors, (iii) shall succeed, without other transfer, to all of the assets, rights, powers and property of LatAm in the manner more fully set forth in Section 607.1104, Florida Statutes, and (iv) shall succeed, without other transfer, to all of the debts, liabilities and obligations of LatAm in the same manner as if ICC had itself incurred them, all as more fully provided under the applicable provisions of Florida Statutes.

II. CHARTER DOCUMENTS, DIRECTORS AND OFFICERS

2.1 Articles of Organization. The Articles of Organization of ICC as in effect immediately prior to the Effective Date of the Merger shall continue in full force and effect as the Articles of Organization of the Surviving Corporation until duly amended in accordance with the provisions of its Operating Agreement and applicable law.

2.2 Operating Agreement. The Operating Agreement of ICC as in effect immediately prior to the Effective Date of the Merger shall continue in full force and effect as the Operating Agreement 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 ICC 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 Articles of Organization of the Surviving Corporation or the Operating Agreement of the Surviving Corporation.

III. MANNER OF CONVERSION OF STOCK AND RIGHTS

3.1 LatAm Common Shares. Upon the Effective Date of the Merger, each share of LatAm Common Stock, 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 membership interest in the Surviving Corporation.

3.2 Transmittal of Shares of LatAm Stock. Promptly after the Effective Time, the Surviving Corporation shall mail to each holder of record of shares of LatAm Stock issued and outstanding immediately prior to the Effective Time a letter of transmittal, which shall contain the Release and specify instructions for surrender of their shares. Notwithstanding anything in this Agreement to the contrary, until surrendered as contemplated by this Section 3.3, after the Effective Time each original certificate representing LatAm Stock shall be deemed to represent only the right to receive, upon such surrender, a membership interest in the Surviving Corporation which such holder, pursuant to the Merger, has the right to receive in respect of the shares of LatAm Stock formerly represented by such certificate.

3.3 Dissenting Shares. Notwithstanding anything in this Agreement to the contrary, shares of LatAm Stock that are issued and outstanding immediately prior to the effective

time of the merger (the "Effective Time") and which are held by a stockholder who did not vote in favor of the Merger (or consent thereto in writing) and who is entitled to demand and properly demands appraisal of such shares pursuant to, and who complies in all respects with, the provisions of Section 607 of the Florida Statutes (a "Dissenting Stockholder," and collectively, the "Dissenting Stockholders"), shall not be converted into membership interests in the Surviving Corporation, but instead such holders shall be entitled to payment of the fair value of such shares (the "Dissenting Shares") in accordance with the provisions of Section 607.1321 of the Florida Statutes (and as of the Effective Time, such Dissenting Shares shall no longer be outstanding and shall automatically be canceled and shall cease to exist, and such holders shall cease to have any rights with respect thereto, except the right to receive the fair value of such Dissenting Shares in accordance with the provisions of Section 607 of the Florida Statutes), unless and until such holders shall have failed to perfect or shall have effectively withdrawn or lost rights to appraisal under the law. If any Dissenting Stockholder shall have failed to perfect or shall have effectively withdrawn or lost such right, such holder's shares of LatAm Stock shall thereupon be redeemed for Par Value, as of the Effective Time, for each such share of LatAm Stock in accordance with Section 3.1, upon surrender in the manner provided in Section 3.2, of the certificate or certificates that formerly evidenced such shares of LatAm Stock.

IV. GENERAL

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

4.2 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 LatAm or of ICC, or of both, notwithstanding the approval of this Agreement by the stockholders of LatAm or by the sole member of ICC, or by both.

4.3 Amendment. The Boards of Directors of the Constituent Corporations may amend this Agreement at any time prior to the filing of this Agreement (or certificate in lieu thereof) with the Florida Department of State, provided that an amendment made subsequent to the adoption of this Agreement by the stockholders of either Constituent Corporation shall not: (1) alter or change the amount or kind of securities, cash, property and/or rights to be received in exchange for or on conversion of all or any of the shares of such Constituent Corporation, (2) alter or change any term of the Articles of Organization of the Surviving Corporation to be effected by the Merger, or (3) alter or change any of

the terms and conditions of this Agreement if such alteration or change would adversely affect the holders of capital stock of any Constituent Corporation.

4.4 Registered Office. The registered office of the Surviving Corporation in the State of Florida is 1201 Brickell Avenue, Suite 650, Miami, Florida, 33131 and Oscar Vila is the registered agent of the Surviving Corporation at 201 Alhambra Plaza, Suite 702, Coral Gables, Florida, 33134.

4.5 Agreement. Executed copies of this Agreement will be on file at the principal place of business of the Surviving Corporation at 5201 Blue Lagoon Drive, Suite 914, Miami, Florida, 33126, and copies thereof will be furnished to any member or stockholder of either Constituent Corporation upon request and without cost.

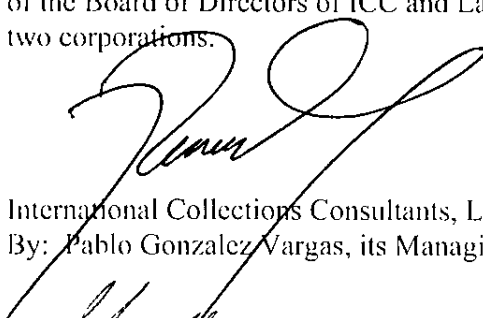
4.6 Governing Law. This Agreement shall in all respects be construed, interpreted and enforced in accordance with and governed by the laws of the State of Florida.

4.7 FIRPTA Notification.

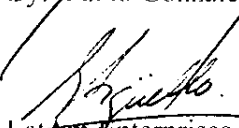
(a) On or before the Effective Date of the Merger, LatAm shall deliver to ICC, as agent for the stockholders of LatAm, a properly executed statement representing that the shares of LatAm stock do not constitute a "United States real property interest" within the meaning of Section 897 (c) of the Internal Revenue Code of 1986 and the regulations issued there under (the "Statement"). ICC shall retain the Statement for a period of not less than seven years and shall, upon request, provide a copy thereof to any person that was a stockholder of LatAm immediately prior to the Merger. In consequence of the approval of the Merger by the stockholders of LatAm, (i) such stockholders shall be considered to have requested that the Statement be delivered to ICC as their agent and (ii) ICC shall be considered to have received a copy of the Statement at the request of the LatAm stockholders for purposes of satisfying ICC's obligations under Treasury Regulation Section 1.1445-2(c)(3).

(b) LatAm shall deliver to the Internal Revenue Service a notice regarding the Statement in accordance with the requirements of Treasury Regulation Section 1.897-2(h)(2).

IN WITNESS WHEREOF, this Agreement having first been approved by the resolutions of the Board of Directors of ICC and LatAm is hereby executed on behalf of each of such two corporations.



International Collections Consultants, LLC, a Florida Limited Liability Company
By: Pablo Gonzalez Vargas, its Managing Member



LatAm Enterprises, Inc., a Florida Corporation
By: Guillermo Javier Argüello, its Attorney in Fact

EXHIBIT A

Notice Required Under Treasury Regulation Section 1.897-2(h)(2)

Dear Sir/Madam:

Pursuant to Treasury Regulation section 1.897-2(h)(2), enclosed herewith is a signed copy of the "Statement of Non-U.S. Real Property Holding Corporation Status Pursuant to Treasury Regulation section 1.897-2(h)", dated June 2, 2015 (the "Statement"). The Statement is provided by LATAM ENTERPRISES INC., a Florida Corporation ("Company") at the request of INTERNATIONAL COLLECTION CONSULTANTS, LLC., a Florida Limited Liability Company ("Purchaser"), in connection with the acquisition of stock of Company by Purchaser. In addition, pursuant to Treasury Regulation section 1.897-2(h)(2) notice of the Statement is provided to the Internal Revenue Service hereunder.

1. This notice is provided pursuant to the requirements of Treasury Regulation section 1.897-2(h)(2).
2. The following information relates to the corporation providing the notice:

Name: LatAm Enterprises, Inc.
Address: 13876 SW 56th Street, Ste. 442
Miami, FL 33175

Taxpayer Identification Number: 47-2473907

3. The attached Statement was not requested by a foreign interest holder. It was voluntarily provided by Company in response to a request from Purchaser in accordance with Treasury Regulation section 1.1445-2(c)(3)(i). The following information relates to Purchaser, which requested this Statement:

Name: International Collection Consultants, LLC
Address: 5201 Blue Lagoon Drive, Ste. 914
Miami, FL 33126

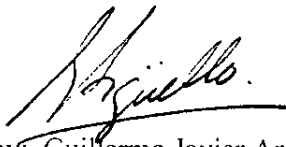
Taxpayer Identification Number: 47-1636027

4. The interest in question (stock of Company) is not a U.S. real property interest within the meaning of section 897(c)(1) of the Internal Revenue Code of 1986, as amended (the "Code"). Company is not, and has not been during the five (5) years preceding this statement, a United States real property holding corporation within the meaning of section 897(c)(2) of the Code.

Under penalties of perjury, I declare that I have examined the above notice (including the Statement attached hereto) and to the best of my knowledge and belief it is true, correct, and complete, and I further declare that I have authority to sign this document on behalf of Company.

Sincerely,

LATAM ENTERPRISES, INC.
a Florida Corporation

A handwritten signature in black ink, appearing to read "Argüello", with a horizontal line drawn underneath it.

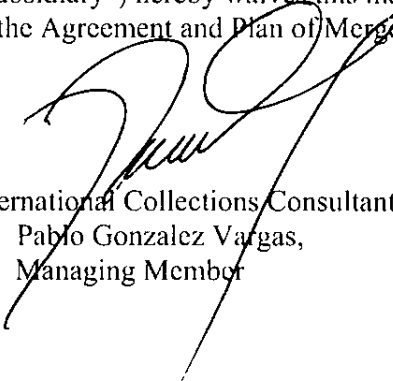
by: Guillermo Javier Argüello
its: Attorney-in-Fact
on: June 2, 2015

EXHIBIT B

Shareholder's Waiver of Florida Mailing Requirement

To Whom It May Concern:

Florida Statutes Section 607.1104(3) prohibits parent companies from delivering articles of merger to the Florida Department of State for filing until at least thirty (30) days after the date it mails a copy of the plan of merger to each shareholder of the subsidiary who did not waive the mailing requirement, or, if earlier, upon the waiver thereof by the holders of all of the outstanding shares of the subsidiary. International Collections Consultants, LLC (the "Parent"), as the sole shareholder in LatAm Enterprises, Inc. (the "Subsidiary") hereby waives this mailing requirement and authorizes the immediate filing of the Agreement and Plan of Merger dated June 2, 2015 between Parent and Subsidiary.



International Collections Consultants, LLC
by: Pablo Gonzalez Vargas,
its: Managing Member