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MERGER OR SHARE EXCHANGE

Ultralat Capital Markets, LLC

Certificate of Status	0
Certified Copy	0
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SECRETARY OF STATE
TALLAHASSEE, FLORIDA

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**Articles of Merger
For
Florida Limited Liability Company**

The following Articles of Merger are submitted in accordance with Section 605.1025 of the Florida Statutes in connection with the merger (the "**Merger**") of CREDICORP CAPITAL SECURITIES, INC., a Florida corporation (the "**Merging Company**") and ULTRALAT CAPITAL MARKETS, LLC, a Florida limited liability company (the "**Surviving Company**").

First: The exact name, form/entity type, and jurisdiction for the merging party is as follows:

NAME	JURISDICTION AND FORM/ENTITY TYPE	DOCUMENT NUMBER
CREDICORP CAPITAL SECURITIES, INC.	FLORIDA CORPORATION	P01000094979

Second: The exact name, form/entity type, and jurisdiction of the surviving party is as follows:

NAME	JURISDICTION AND FORM/ENTITY TYPE	DOCUMENT NUMBER
ULTRALAT CAPITAL MARKETS, LLC	FLORIDA LLC	L18000065883

Third: The Merger shall become effective upon the filing of these Articles of Merger with the Florida Department of State (the "**Effective Time**").

Fourth: A copy of the Agreement and Plan of Merger executed by the Merging Company and the Surviving Company in connection with the Merger is attached hereto as Exhibit A.

Fifth: The Merger was approved by each domestic corporation, limited liability company, partnership and/or limited partnership that is a party to the merger in accordance with the applicable provisions of Chapters 605, 607, 617, and/or 620 of the Florida Statutes.

Sixth: At the Effective Time, the First Amendment to Articles of Organization attached as Annex 1 to the Plan of Merger (the "**First Amendment**") shall be effective to amend the Articles of Organization of the Surviving Company. The Articles of Organization of the Surviving Company immediately prior to the Effective Time, as amended by the First Amendment, shall be the Articles of Organization of the Surviving Company following the

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Effective Time, until thereafter changed or amended in accordance with the provisions thereof and applicable law.

Seventh: The Operating Agreement of the Surviving Company immediately prior to the Effective Time shall continue as the Operating Agreement of the Surviving Company following the Effective Time until thereafter changed or amended in accordance with the provisions thereof and applicable law. The managers of the Surviving Company immediately prior to the Effective Time shall be the managers of the Surviving Company following the Effective Time 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 Organization and Operating Agreement of the Surviving Company or as otherwise provided by applicable law.

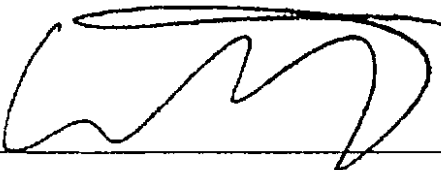
Eighth: This Surviving Company agrees to pay any members with appraisal rights under applicable law the amount, to which such members are entitled under Sections 605.1006 and 605.1061-605.1072 of the Florida Statutes.

[signature page to follow]

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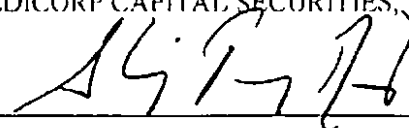
IN WITNESS WHEREOF, the undersigned have executed these Articles of Merger as of the date first written above.

ULTRALAT CAPITAL. MARKETS, LLC

A handwritten signature in black ink, appearing to be 'Eduardo Montero Dasso', written over a horizontal line.

By: Eduardo Montero Dasso

CREDICORP CAPITAL SECURITIES, INC.

A handwritten signature in black ink, appearing to be 'A. P. H.', written over a horizontal line.

By: _____

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EXHIBIT A

AGREEMENT AND PLAN OF MERGER

AGREEMENT AND PLAN OF MERGER

This AGREEMENT AND PLAN OF MERGER (“**Agreement**”) is dated as of December 4, 2020, by and between Ultralat Capital Markets, LLC, a Florida limited liability company (“**Ultralat**”), and Credicorp Capital Securities, Inc., a Florida Corporation (“**Credicorp**” and together with Ultralat, the “**Parties**” and individually a “**Party**”).

Recitals

WHEREAS, the sole Member and the Managers of Ultralat and the sole Shareholder and the Board of Directors of Credicorp 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, Credicorp and Ultralat, as applicable, and their respective shareholders and members; and

WHEREAS, pursuant to the transactions contemplated by this Agreement and on the terms and subject to the conditions set forth herein, Credicorp, in accordance with the provisions of the Florida Revised Limited Liability Act (the “**FRLLA**”), will merge with and into Ultralat, with Ultralat as the surviving company (the “**Merger**”);

WHEREAS, Ultralat and Credicorp are under the common ownership and control of Credicorp Capital Ltd. (“**CC Ltd.**”), a company organized under the laws of Bermuda, and each of Ultralat and Credicorp believe that the Merger is fair to, and in the best interests of, CC Ltd.; and

WHEREAS, Ultralat and Credicorp further believe that CC Ltd. will benefit from the increased valuation of Ultralat as the surviving entity of the Merger and by the commensurate increase in the book value of the membership interest of Ultralat, which CC Ltd. will continue to control and own through Ultralat Group Inc.

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 605.1021 of the FRLLA, Credicorp shall be merged with and into Ultralat at the Effective Time (as hereinafter defined). Following the Effective

Time, the separate existence of Credicorp shall cease, and Ultralat shall continue as the surviving company (the "**Surviving Company**"). The effects and consequences of the Merger shall be as set forth in this Agreement and the FRLLA.

2. Effective Time.

(a) Subject to the provisions of this Agreement, the parties shall duly prepare, execute and file Articles of Merger (the "**Articles of Merger**") complying with Section 605.1022 of the FRLLA 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 Time**").

(b) Notwithstanding anything in this Agreement to the contrary, the Merger shall not be consummated or become effective and the Articles of Merger shall not be filed with the Florida Department of State, until such time as the Merger shall have been approved by the Financial Industry Regulatory Authority ("**FINRA**").

(c) The Merger shall have the effects set forth in the FRLLA, including without limitation, Section 605.1026 of the FRLLA. Without limiting the generality of the foregoing, from the Effective Time, (i) all the properties, rights, privileges, immunities, powers and franchises of Credicorp shall vest in Ultralat, as the Surviving Company, and (ii) all debts, liabilities, obligations and duties of Credicorp shall become the debts, liabilities, obligations and duties of Ultralat, as the Surviving Company.

3. Organizational Documents. At the Effective Time, the First Amendment to Articles of Organization of Ultralat attached as Annex 1 to this Agreement (the "**First Amendment**") shall be effective to amend the Articles of Organization of the Surviving Company in order to change its name to "Credicorp Capital Markets, LLC." The Articles of Organization of Ultralat immediately prior to the Effective Time, as amended by the First Amendment shall be the Articles of Organization of the Surviving Company following the Effective Time, until thereafter amended as provided therein or by the FRLLA. The Operating Agreement of Ultralat in effect at the Effective Time shall be the Operating Agreement of the Surviving Company until thereafter amended as provided therein or by the FRLLA.

4. Managers. The managers of Ultralat immediately prior to the Effective Time shall be the managers of the Surviving Company from and after the Effective Time 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 Organization and Operating Agreement of the Surviving Company or as otherwise provided by the FRLLA.

5. Conversion of Securities. At the Effective Time, by virtue of the Merger and without any action on the part of Ultralat or Credicorp or the shareholders Credicorp:

(a) all of the shares of capital stock of Credicorp issued and outstanding immediately prior to the Effective Time will automatically be cancelled and retired and will cease to exist, and no consideration will be delivered in exchange therefor other than the increased valuation of Ultralat that will result from the Merger; and

(b) each percentage of membership interest of Ultralat issued and outstanding immediately prior to the Effective Time shall remain outstanding percentages of membership interests of Surviving Company following the consummation of the Merger.

6. Stock Certificates. All outstanding certificates (the "Certificates") that immediately prior to the Effective Time evidenced outstanding shares of capital stock of Credicorp shall be automatically cancelled as of the Effective Time.

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 Time:

(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 Managers and Members of Ultralat and by the Shareholders and Board of Directors of Credicorp, in accordance with the FRLLA.

(d) Articles of Merger. Each Party represents and warrants that it has, concurrently with the execution of this Agreement, executed Articles of Merger to be filed following FINRA approval of the Merger.

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.

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]

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

ULTRALAT CAPITAL MARKETS, LLC

By: 

By: Eduardo Montero Dasso

CREDICORP CAPITAL SECURITIES, INC.

By: 

By: _____

ANNEX A
FIRST AMENDMENT

**ARTICLES OF AMENDMENT TO THE
ARTICLES OF ORGANIZATION
OF
ULTRALAT CAPITAL MARKETS, LLC,
a Florida limited liability company**

Pursuant to Section 605.0202 of the Florida Revised Limited Liability Company Act, Article I of the Articles of Organization of ULTRALAT CAPITAL MARKETS, LLC, a Florida limited liability company (the "**Company**"), filed on March 15, 2018, under Document Number L18000065883, is hereby amended to read as follows.

**"ARTICLE I
NAME**

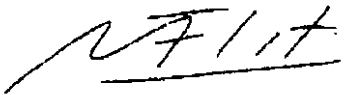
The name of the limited liability company is CREDICORP CAPITAL, LLC."

The foregoing Amendment to the Articles of Organization of the Company was proposed and approved by the sole Member of the Company on December 4, 2020.

IN WITNESS WHEREOF, the undersigned has executed these Articles of Amendment this 4th day of December, 2020.

MEMBER:

ULTRALAT GROUP, INC.

By: 
Name: Michel Flit
Title: Director