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(Requestor's Name)

(Address)

(Address)

(City/State/Zip/Phone #)

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(Business Entity Name)

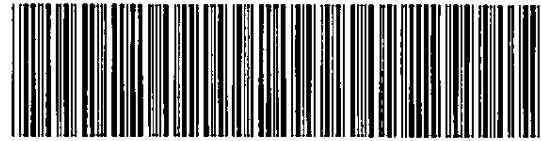
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2019 APR -4 AM 7:45  
MILLERS FALLS

C. GOLDEN  
APR - 5 2019

**DIEGO L. RESTREPO, P.A.**

Member:

Florida Bar Association

ATTORNEYS AT LAW  
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Member:

Florida Institute of Certified  
Public Accountants

April 1<sup>st</sup>, 2019

*Sent via U.S. Postal Service*

*Tacking Number 7017 3380 0000 6302 6156*

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

**Re: WALDORF SERVICES INVESTMENT CORP. (the "Corporation")  
Articles of Merger and Plan of Merger**

To whom it may concern:

In response to your letter Number 119A00005732 dated March 22<sup>nd</sup> enclosed please find the corrected Articles of Merger and Plan of Merger for the Corporation. Please apply check No. 1573 in the amount of US\$70.00 to cover the filing fees.

Should you have any questions, please do not hesitate to call us.

Very truly yours,

DIEGO L. RESTREPO, P.A.



Diego L. Restrepo



FLORIDA DEPARTMENT OF STATE  
Division of Corporations

March 22, 2019

DIEGO L. RESTREPO, ESQUIRE  
2600 S DOUGLAS ROAD  
SUITE 913  
CORAL GABLES, FL 33134

SUBJECT: WALDORF SERVICES INVESTMENT CORP.  
Ref. Number: P19000010993

We have received your document and check(s) totaling \$70.00. However, the enclosed document has not been filed and is being returned to you for the following reason(s):

The name of the entity must be identical throughout the document.

Please return your document, along with a copy of this letter, within 60 days or your filing will be considered abandoned.

If you have any questions concerning the filing of your document, please call (850) 245-6050.

Claretha Golden  
Regulatory Specialist II

Letter Number: 119A00005732

RECEIVED

2019 APR -4 AM 11:38

REGISTRATION DIVISION  
TALLAHASSEE, FL

ARTICLES OF MERGER  
FOR A FLORIDA PROFIT CORPORATION

FILED  
2019 APR -4 AM 7:45

The following Articles of Merger are submitted to merge the following Commonwealth of the Bahamas international business company and a Florida corporation in accordance with section 607.1105, Florida Statutes.

**FIRST:** The name, entity type, and jurisdiction of each merging party are as follows:

| <u>Name</u>                         | <u>Jurisdiction</u> | <u>Entity Type</u> |
|-------------------------------------|---------------------|--------------------|
| • WALDORF SERVICES INVESTMENT CORP. | Bahamas             | Company            |
| • WALDORF SERVICES INVESTMENT CORP. | Florida             | Corporation        |

**SECOND:** The name, entity type, and jurisdiction of the surviving party are as follows:

| <u>Name</u>                         | <u>Jurisdiction</u> | <u>Entity Type</u> |
|-------------------------------------|---------------------|--------------------|
| • WALDORF SERVICES INVESTMENT CORP. | Florida             | Corporation        |

**THIRD:** The attached plan of merger was approved by each entity that is a party to the merger in accordance with the applicable provisions of Section 607.1105, Florida Statutes.

**FOURTH:** The attached plan of merger was approved by the Corporation that is a party to the merger in accordance with the applicable provisions of Section 607.1105, Florida Statutes and shall become effective on the date the Articles of Merger are filed with the Florida Department of State.

**FIFTH:** The Articles of Merger shall be effective when filed with the Florida Department of State.


Signed this 5<sup>th</sup> day of March 2019


**WALDORF SERVICES  
INVESTMENT CORP.,**  
a company from the Bahamas

**WALDORF SERVICES  
INVESTMENT CORP.,**  
a Florida corporation

By: International Advisors Service, Inc.  
a British Virgin Islands company,  
as sole director

By: International Advisors  
Services LLC, a Florida limited  
liability company, as sole director

By:   
\_\_\_\_\_  
Luisa Cuadrado  
as Director

By:   
\_\_\_\_\_  
Rosella Meola  
as Manager

The Certificate of Merger was authorized on the 5<sup>th</sup> day of March 2019, by the Unanimous Consent of all Shareholders of each merging and surviving party.

## AGREEMENT AND PLAN OF MERGER

THIS AGREEMENT AND PLAN OF MERGER is effective as of the 5<sup>th</sup> day of March 2019 and is made by and between WALDORF SERVICES INVESTMENT CORP., a company organized under the laws of the Commonwealth of the Bahamas (the "Company") and WALDORF SERVICES INVESTMENT CORP., a Florida corporation (the "Corporation") and is submitted in compliance with section 607.1101, Florida Statutes, and in accordance with the laws of any other applicable jurisdiction of incorporation.

### RECITALS

WHEREAS, the Board of Directors, and the Directors of the Corporation and the Company deem it to be advisable and in the best interests of the entities hereto to merge the Company into the Corporation consistent with the terms and conditions hereinafter set forth and have agreed to said merger; and

NOW, THEREFORE, in consideration of the premises and the agreements, covenants and provisions hereinafter contained, the parties hereto have agreed and do hereby agree, each with the other as follows:

1. Merger. The Corporation and the Company shall be merged into a single entity in accordance with the applicable laws of the State of Florida, by the Company merging into the Corporation, which shall be the surviving entity.

- a) The name and jurisdiction of each merging corporation are:
  - 1) WALDORF SERVICES INVESTMENT CORP., a company organized under the laws of the Commonwealth of the Bahamas
  - 2) WALDORF SERVICES INVESTMENT CORP., a Florida corporation
- b) The name and jurisdiction of the surviving corporation is:  
WALDORF SERVICES INVESTMENT CORP., a Florida corporation

2. Plan of Merger.

- a) Governing Documents. The Articles of Incorporation and the Bylaws of the Corporation shall not be amended in any respect by reason of this Agreement, except as may be required to reflect the new shareholders of the Corporation.
- b) Manner of Conversion of Stock. The stock held by the shareholder of the Company shall be converted into stock of the Corporation.

3. Service of Process. The Company agrees that it may be served with process in the State of Florida in any proceeding for enforcement of any obligation of any constituent corporation of the State of Florida, as well as for the enforcement of any obligation of the surviving corporation arising from this merger, including any suit or other proceeding to enforce

the rights of any stockholders as determined in appraisal proceedings pursuant to the laws of the State of Florida.

4. Cooperation of the Parties. The parties hereto agree to do all acts necessary to effectuate the agreement set forth herein, including, but not limited to signing any and all releases and other documentation.

5. Successors and Assigns. All of the provisions of this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, if any, successors, and assigns.

6. Governing Law; Exclusive Jurisdiction for Suit in Case of Breach. It is intended that this Agreement be valid and enforceable under the laws of the state of Florida, and that the laws of this state shall govern the Agreement's interpretation. The Parties, by entering into this Agreement, submit to jurisdiction in Miami-Dade County, Florida for adjudication of any disputes and/or claims between the parties under this Agreement. Furthermore, the parties hereby agree that the courts of Miami-Dade County, Florida shall have exclusive jurisdiction over any disputes between the parties relative to this Agreement, whether said disputes sounds in Agreement, tort, or other areas of the law.

7. Titles and Headings. The titles, captions, and headings of this Agreement are included for ease of reference only and shall be disregarded in interpreting or construing this Agreement. The singular shall include the plural, the masculine gender shall include the feminine and neuter and vice versa.

8. Waiver. Waiver by one party hereto of breach of any provision of this Agreement by the other shall not operate or be construed as a continuing waiver.

9. Notices. Any and all notices, demands, or other communications required or desired to be given hereunder by any party shall be in writing and shall be validly given or made to another party if personally served, or if deposited in the United States mail, certified or registered, postage prepaid, return receipt requested. If such notice or demand is served personally, notice shall be deemed constructively made at the time of such personal service. If such notice, demand or other communication is given by mail, such notice shall be conclusively deemed given five days after deposit thereof in the United States mail addressed to the party to whom such notice, demand or other communication is to be given as set forth above. Any party hereto may change its address for purposes of this paragraph by written notice given in the manner provided above.

10. Modification or Amendment. No amendment changes or modification of this Agreement shall be valid unless in writing signed by the parties hereto.

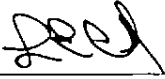
11. Entire Understanding. This document and any exhibit attached constitute the entire understanding and agreement of the parties, and any and all prior agreements, understandings, and representations are hereby terminated and canceled in their entirety and are of no further force and effect.

13. Unenforceability of Provisions. If any provision of this Agreement, or any portion thereof, is held to be invalid and unenforceable, then the remainder of this Agreement shall nevertheless remain in full force and effect.

IN WITNESS WHEREOF, each party hereto, pursuant to the approval and authority duly given by resolutions adopted by the Board of Directors and Managers thereof, have caused this Agreement to be executed by an authorized agent of each party thereto.


**WALDORF SERVICES INVESTMENT CORP.,**  
a company organized under the laws of the  
Commonwealth of the Bahamas

By: International Advisors Service, Inc.,  
a British Virgin Islands company, as sole director

By:   
\_\_\_\_\_  
Luisa Cuadrado,  
as Director

**WALDORF SERVICES INVESTMENT CORP.,**  
a Florida corporation

By: International Advisors Services, LLC  
a Florida limited liability company, as sole director

By:   
\_\_\_\_\_  
Rosella Meola,  
as Manager