

S76902

(Requestor's Name)

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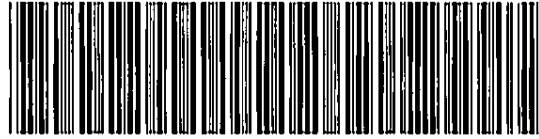
(Business Entity Name)

(Document Number)

Certified Copies \_\_\_\_\_ Certificates of Status \_\_\_\_\_

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DEC 28 2020



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Date: **December 24, 2020**

Account#: 1200000000088

Name: **KEN HOWELL**

Reference #: **1307876**

Entity Name: **PIPO CORPORATION OF MIAMI**

☐ Articles of Incorporation/Authorization to Transact Business

☐ Amendment

☐ Change of Agent

☐ Reinstatement

☐ Conversion

☒ Merger

☐ Dissolution/Withdrawal

☐ Fictitious Name

☒ Other **\*\* CERTIFIED COPY UPON FILING \*\***

**ISSUES? CALL  
KEN:  
518-213-0738**

Authorized Amount: **\$78.75**

Signature: \_\_\_\_\_

**ARTICLES OF MERGER  
OF  
INVERSIONES BENGALA S.A.  
WITH AND INTO  
PIPO CORPORATION OF MIAMI**

The following Articles of Merger have been duly adopted and are submitted in accordance with the Florida Business Corporation Act, pursuant to Section 607.1105 of the Florida Statutes:


**First:** The name and jurisdiction of the surviving corporation ("Surviving Corporation") is:

<u>Name</u>	<u>Jurisdiction</u>
Pipo Corporation of Miami	Florida

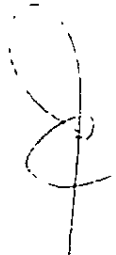
**Second:** The name and jurisdiction of the merging corporation ("Merging Corporation") is:

<u>Name</u>	<u>Jurisdiction</u>
Inversiones Bengala, S.A.	Costa Rica

**Third:** On the Effective Date (as defined below), Merging Corporation shall be merged with and into Surviving Corporation and the separate existence of Merging Corporation shall cease (the "Merger"). Surviving Corporation is the surviving corporation of the Merger. A copy of 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 ("Effective Date") on the date of filing these Articles of Merger with the Florida Department of State.

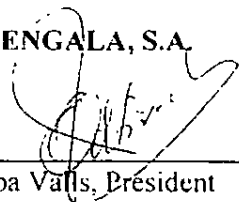
**Fifth:** In accordance with applicable Florida law, the Plan of Merger was approved by the Joint Unanimous Written Consent of all of the Directors and sole shareholder of Merging Corporation dated November 25, 2020.

 **Sixth:** In accordance with applicable Florida law, the Plan of Merger was approved (i) by the Board of Directors of Surviving Corporation by unanimous written consent dated as of November 27, 2020, and (ii) by the shareholders of Surviving Corporation holding at least a majority of the outstanding capital stock of each class of capital stock entitled to vote on the Plan of Merger pursuant to a shareholders' vote at a meeting duly held on November 27, 2020.

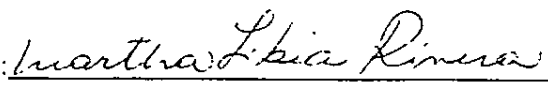
**[SIGNATURES APPEAR ON FOLLOWING PAGE]**

IN WITNESS WHEREOF, the parties have executed and delivered these Articles of Merger as of November 30, 2020.

**INVERSIONES BENGALA, S.A.**

By:   
Juan Altirriba Valls, President

**PIPO CORPORATION OF MIAMI**

By:   
Martha Rivera, President

**EXHIBIT A**  
**PLAN OF MERGER**  
**BETWEEN**  
**PIPO CORPORATION OF MIAMI**  
**AND**  
**INVERSIONES BENGALA, S.A.**

This Plan of Merger is entered into by and among Pipo Corporation of Miami, a Florida corporation, and Inversiones Bengala, S.A., a Costa Rican corporation, for the purpose of merging, at the Effective Time (as defined below) Inversiones Bengala, S.A. with and into Pipo Corporation of Miami in accordance with the Florida Business Corporation Act and the following agreements, terms and provisions set forth herein (the "Merger").

1. Parties to Merger and Name of Surviving Corporation. The name and jurisdiction of the surviving corporation is Pipo Corporation of Miami, a Florida corporation (the "Surviving Corporation"). The name and jurisdiction of the merging corporation is Inversiones Bengala, S.A., a Costa Rica corporation (the "Merging Corporation", and together with the Surviving Corporation, the "Corporations").

2. Terms and Conditions. The terms and conditions of the Merger, in addition to the terms and conditions set forth herein and in that certain Agreement and Plan of Merger, dated as of November 30, 2020, among Merging Corporation and Surviving Corporation, as it may be amended from time to time in accordance with its terms (the "Agreement"), are as follows:

(a) At the Effective Time (as defined below), Merging Corporation will be merged with and into Surviving Corporation, the separate corporate existence of Merging Corporation shall cease and Surviving Corporation shall continue as the surviving corporation.

(b) The Merger shall have the effects set forth in Section 607.1106 of the Florida Business Corporation Act with respect to a merger.

3. Effective Time. The Merger shall become effective ("Effective Time") on the date of filing the Articles of Merger with the Florida Department of State.

4. Manner and Basis of Converting Shares, Options and Warrants. Subject to the terms and conditions of the Agreement, at the Effective Time by virtue of the Merger and without any action on the part of Surviving Corporation, Merging Corporation or Parent, each issued and outstanding share of common stock, CRC1,000 Costa Rican Colones par value (approximately equivalent to \$1.65 par value), of Merging Corporation shall be converted into one share of Surviving Corporation's common stock, \$0.01 par value.

5. Articles of Incorporation of Surviving Corporation. The Articles of Incorporation of Surviving Corporation from and after the Effective Time shall be the same as filed when the Surviving Corporation was created in amended and restated as set forth on Exhibit I hereto until thereafter changed or amended as provided therein or by applicable law.

6. Bylaws of Surviving Corporation. The Bylaws of the Surviving Corporation, as in effect immediately prior to the Effective Time, shall be the Bylaws of Surviving Corporation from and after the Effective Time until thereafter changed or amended as provided therein or by applicable law.

7. Director and Officers of Surviving Corporation. The director and officers of Surviving Corporation immediately after the Effective Time shall be the following individual, until his respective successor or successors are duly elected or appointed and qualified or their respective resignation or removal:

Name and Business Address

Title/Position

Juan Altirriba  
1730 BAY DRIVE  
MIAMI BEACH, FL 33141

President

8. Approval. The Merger has previously been submitted to and approved by the Corporations' respective Boards of Directors and shareholders. The proper officers of the parties shall be, and hereby are, authorized and directed to perform all such further acts and execute and deliver to the proper authorities for filing all documents, as the same may be necessary or proper to effect the Merger contemplated by this Plan of Merger.

9. Termination. Notwithstanding the approval of this Plan of Merger by the shareholders of each of the Corporations, the Merger may be abandoned at any time prior to the Effective Time, but not later than the Effective Time, and the Agreement terminated, by Pipo Corporation of Miami, in accordance with the termination provisions of the Agreement.

10. Modification. The Corporations, pursuant to action by their respective Board of Directors, may amend or modify this Plan of Merger, in such manner as may be agreed upon or authorized by them, in writing executed on behalf of each of the Corporations, at any time before or after approval or adoption of this Plan of Merger by the shareholders of both Corporations. Either Corporation may, pursuant to action by its Board of Directors, by an instrument in writing, extend the time for or waive compliance by the other with any of the covenants or conditions contained herein; provided, however, that no such waiver or extension shall affect the rights of the shareholders of either Corporation in a manner which is materially adverse to such shareholders in the judgment of its Board of Directors.

11. Counterparts. This Plan of Merger may be executed in counterparts, each of which when so executed shall be deemed to be an original, and such counterparts shall together constitute but one and the same instrument.

12. Miscellaneous. This Plan of Merger shall be construed in accordance with the laws of the State of Florida. The terms and conditions of this Plan of Merger are solely for the benefit of the parties hereto, and no other person shall have any rights or benefits whatsoever under this Plan of Merger, either as a third party beneficiary or otherwise. This Plan of Merger shall be construed

together with and complement the Agreement with respect to the subject matter hereof and thereof. Neither this Plan of Merger nor the Agreement may be amended, changed or modified except by a writing signed by the party to be charged by said amendment, change or modification. Each term which is capitalized but undefined herein shall have the meaning ascribed thereto in the Agreement.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties have executed and delivered this Plan of Merger  
as of November 30, 2020.

**PIPO CORPORATION OF MIAMI**

By: Martha Lilia Rivera

Name: Martha Rivera

Title: President

**INVERSIONES BENGALA, S.A.**

By: Juan Altirriba Valls

Name: Juan Altirriba Valls

Title: President