

704687

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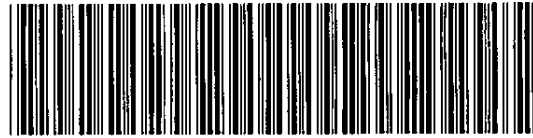
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# COLEGIO NACIONAL DE PERIODISTAS DE LA REPÚBLICA DE CUBA - EXILIO (CNP)

MIAMI, FLORIDA, ESTADOS UNIDOS DE AMÉRICA

May 30, 2016

Florida Department of State  
Amendment Section  
Division of Corporations  
Clifton Building  
2661 Executive Center Circle  
Tallahassee, FL 32301

**RE: The National Journalists Association of Cuba in Exile, Inc. (NJAC), Number: 704687,  
and Colegio Nacional de Periodistas de la República de Cuba - Exilio, Inc. (CNP), Number:  
N13000004753.**

~~07/12/16--01029--000 \*\*70.00~~

Gentlemen:

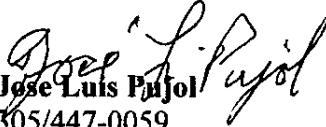
The enclosed **Articles of Merger, Agreement and Plan of Merger**, and a check for the fee of \$70.00 are submitted for filing.

Please return all correspondence concerning this matter to: **Mr. Jose Luis Pujol, Dean, Colegio Nacional de Periodistas, POB 350372, Jose Marti Station, Miami, FL 33135**

For further information concerning this matter, please call: **Eladio Jose Armesto, 786-286-8787.**

Your prompt attention to the above matter will be greatly appreciated.

Sincerely,

  
**Jose Luis Pujol**  
305/447-0059

POST OFFICE BOX 350372 \* JOSE MARTI STATION \* MIAMI, FL 33135-0372  
UNITED STATES OF AMERICA

Correo Electrónico Oficial - CNPCexilio@aol.com

DELEGACIONES EN CALIFORNIA, FLORIDA, ILLINOIS, NUEVA JERSEY, NUEVA YORK, TEXAS, VIRGINIA, EUROPA E IBEROAMÉRICA

**ARTICLES OF MERGER**  
**of The National Journalists Association of Cuba in Exile, Inc. and**  
**Colegio Nacional de Periodistas de la República de Cuba - Exilio, Inc.**  
*[Florida Not for Profit Corporations]*

These **ARTICLES OF MERGER** are submitted in accordance with the Florida Not For Profit Corporation Act, pursuant to section 617.1105, Florida Statutes.

**FIRST:** The name and jurisdiction of the surviving corporation:

**The National Journalists Association of Cuba in Exile, Inc. (NJAC)**, a Florida nonprofit corporation, Number: **704687** / FEI/EIN Number **59-1753963**.

**SECOND:** The name and jurisdiction of the merging corporation:

**Colegio Nacional de Periodistas de la República de Cuba - Exilio, Inc. (CNP)**, a Florida nonprofit corporation, Number: **N13000004753** / FEI/EIN Number **46-2838679**.


**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 the surviving corporation: **The Agreement and Plan of Merger** was unanimously adopted by the board of directors of the surviving corporation on May 30<sup>th</sup>, 2016.

**SIXTH:** Adoption of Merger by merging corporation: **The Agreement and Plan of Merger** was unanimously adopted by the board of directors of the merging corporation on May 30<sup>th</sup>, 2016.

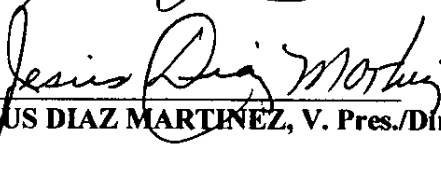
**SEVENTH:** Signatures for **The National Journalists Association of Cuba in Exile, Inc. (NJAC)**, and **Colegio Nacional de Periodistas de la Republica de Cuba - Exilio, Inc. (CNP)**

By   
**JOSE LUIS PUJOL, President/Director**

By   
**MARTHA FERRIERO, Secretary/Director**

By   
**MARIO JIMENEZ, Treasurer/Director**

By   
**ELADIO JOSE ARMESTO, CEO/Director**

By   
**JESUS DIAZ MARTINEZ, V. Pres./Dir.**

By   
**FRANCISCO C. ALAYON, Director**

SECRETARY OF STATE  
TALLAHASSEE, FLORIDA  
2016 JUL 12 PM 12:42  
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**AGREEMENT AND PLAN OF MERGER**  
**of The National Journalists Association of Cuba in Exile, Inc. and**  
**Colegio Nacional de Periodistas de la República de Cuba - Exilio, Inc.**  
*{Florida Not for Profit Corporations}*

This **AGREEMENT AND PLAN OF MERGER**, is made as of May 30<sup>th</sup> 2016 (the Agreement), by and between **The National Journalists Association of Cuba in Exile, Inc. (NJAC)**, a Florida nonprofit corporation, Number: **704687** / FEI/EIN Number **591753963**, and **Colegio Nacional de Periodistas de la República de Cuba - Exilio, Inc. (CNP)**, a Florida nonprofit corporation, Number: **N13000004753** / FEI/EIN Number **46-2838679**.

**RECITALS**

- A. **NJAC** is a Florida nonprofit corporation, qualifying as a 501(c)(3) organization under Federal tax law, originally formed for the benefit of its members.
- B. **CNP** is an Florida nonprofit corporation, qualifying as a 501(c)(3) organization under Federal tax law, formed to unite, serve and benefit Cuban journalists in exile.
- C. The respective Boards of Directors of the **NJAC** and **CNP** have each determined that it is in the best interest of their respective corporations and members to combine their respective corporations and membership.
- D. In furtherance of such a merger, the Boards of Directors of the **NJAC** and **CNP** have each adopted this Agreement and approved the merger (the Merger) of the **CNP** into the **NJAC** in accordance under the terms and conditions set forth herein and in accordance with the Florida Not for Profit Corporations Act.

**NOW, THEREFORE**, in consideration of the mutual representations, warranties, covenants and agreements contained herein, the parties hereto, intending to be legally bound, hereby agree as follows:

**1. Merger.**

- a. Upon the terms and subject to the conditions set forth in this Agreement, at the Effective Date (as defined below), the **CNP** shall be merged with and into **NJAC** whereupon the separate existence of the **CNP** will cease and the **NJAC** shall be the surviving corporation in the merger (the Surviving Corporation), but with the name, amended articles of incorporation and bylaws of **CNP**.
- b. As soon as practicable after satisfaction or waiver of the conditions to obligations of the parties to consummate the merger, the **NJAC** and **CNP** will file articles of merger (the Articles of Merger) with the Division of Corporations of the State of Florida and make all other filings or recordings required by applicable law in connection with the Merger.
- c. The merger shall be effective at such time as the Articles of Merger are duly filed with the Division or at such later time as is specified in the Articles of Merger (the Effective Date). It is contemplated that the Effective Date will be on or about May 31<sup>st</sup>, 2016.
- d. From and after the Effective Date, title to all property owned by the **NJAC** and **CNP** shall be vested in the Surviving Corporation and the Surviving Corporation shall have all liabilities of both the **NJAC** and **CNP**.

**2. Surviving Corporation.**

- a. The Articles of Incorporation of the Surviving Corporation in effect at the Effective date shall be the Articles of Incorporation of **CNP** until amended in accordance with applicable law.

- b. The bylaws of Surviving Corporation shall be substantially in the form set forth in Exhibit A attached hereto (the Bylaws).
- c. Prior to the Effective Date the officers and directors of the respective parties shall continue to serve in their respective capacities. On or prior to May 15, 2015, the members of CNP and NJAC shall elect the officers and directors of the Surviving Corporation to begin service as of the Effective Date.
- d. As of the Effective Date, all the active members of NJAC and all the active members of CNP shall become members of the Surviving Corporation by virtue of the merger and without any action on the part of the member thereof.
- e. Subsequent to or simultaneous with the merger becoming effective, the name of the Surviving Corporation shall be changed to **Colegio Nacional de Periodistas de la República de Cuba - Exilio, Inc. (CNP)**.

### **3. Representations and Warranties.**

- a. The NJAC and CNP represent and warrant to each other that:
  - i. Each is duly organized, validly existing and in good standing under the laws of the State of Florida.
  - ii. Each has made available to the other complete and correct copies of its Articles of Incorporation and Bylaws.
  - iii. Each has made available to the other copies of its financial statements for the years 2013-date (the CNP Financial Statements).
  - iv. Since the date of the last financial statement provided to each other, each of them has conducted its operations in the ordinary course and there has not been any change in the financial condition, properties, or results of operations of each of them, except those changes that, individually or in the aggregate, have not had and are not reasonably likely to have a material adverse effect on it.
  - v. Except as disclosed in their Financial Statements (if available), there are no (A) criminal, civil or administrative actions, suits, claims, hearings, investigations or proceedings pending, or, to the knowledge of each corporation's officers (both NJAC and CNP Officers), threatened against it, or (B) obligations or liabilities, whether or not accrued, contingent or otherwise, or any other facts or circumstances known to the officers that would reasonably be expected to result in any adverse claims against their respective corporation.

### **4. Covenants.**

- The NJAC and CNP covenant and agree after the date hereof and until the Effective Date:
- i. The business of the NJAC and CNP shall be conducted in the ordinary and usual course and, to the extent consistent therewith. The NJAC and CNP shall use their best efforts to maintain their existing relations and goodwill with their members.
  - ii. The NJAC and CNP shall not enter into any new contracts or commitments that will extend beyond the Effective Date without each other's consent.
  - iii. The NJAC and CNP and their directors and officers shall use their best efforts to take all other action necessary to consummate the merger contemplated herein.
  - iv. The NJAC and CNP will coordinate with each other all press releases and public announcements regarding the merger.
  - v. All costs and expenses incurred by a party in connection with this Agreement shall be paid by the party incurring the expense.

**5. Board of Director Approvals.** Both parties submitted this Agreement for the approval of their respective Board of Directors. Both boards voted unanimously to approve this

Agreement, execute Articles of Merger and filing said Articles of Merger with the appropriate officials of the State of Florida.

**6. Amendments.** This Agreement may be amended with the approval of the Board of Directors of both parties at any time before or after the approval hereof by the respective membership, but after such approval by the membership, no amendment shall be made which substantially and adversely changes the terms hereof as to any party without the approval of the members of such party.

**7. Extension; Waiver.** At any time prior to the Effective Date, the Board of Directors of either party hereto may (a) extend the time for the performance of any of the obligations or other acts of the other party hereto, (b) waive any inaccuracies in the representations and warranties of the other party contained herein or in any document or instrument delivered pursuant hereto, and (c) waive compliance by the other party with any of the agreements or conditions contained herein. Any such extension or waiver by a party shall be valid only if set forth in writing and delivered on behalf of such party.

**IN WITNESS WHEREOF**, the parties hereto, pursuant to the authority given them by their respective Boards of Directors, have caused this Agreement to be signed by their respective authorized officers as of the day and year first above written.

**FOR The National Journalists Association of Cuba in Exile, Inc. AND,  
Colegio Nacional de Periodistas de la Republica de Cuba - Exilio, Inc.**

By   
JOSE LUIS PUJOL, President/Director

By   
MARTHA FERRIERO, Secretary/Director

By   
MARIO JIMENEZ, Treasurer/Director

By   
ELADIO JOSE ARMESTO, CEO/Director

By   
JESUS DIAZ MARTINEZ, V. Pres./Dir.

By   
FRANCISCO C. ALAYON, Director

**Documents prepared:**  
May 30, 2016  
In Miami, Florida USA