

Division of Corporations

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MERGER OR SHARE EXCHANGE  
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EFFECTIVE DATE  
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ARTICLES OF MERGER  
OF  
FISH MINISTRIES CORP  
INTO  
CHRISTIANVILLE FOUNDATION INC.

SECRETARY OF STATE  
TALLAHASSEE, FLORIDA  
20

Pursuant to the provisions of Section 617.1105, Florida Statutes, the undersigned corporations adopt the following Articles of Merger for the purpose of merging FISH MINISTRIES CORP, a Florida not for profit corporation, into CHRISTIANVILLE FOUNDATION INC., a Florida not for profit corporation.

1. Attached hereto as Exhibit A and incorporated herein by reference as fully as if set forth herein verbatim is a copy of the Plan of Merger to effect the merger of FISH MINISTRIES CORP into CHRISTIANVILLE FOUNDATION INC. CHRISTIANVILLE FOUNDATION INC. shall be the surviving corporation.

2. The effective date of this merger shall be 5:00 p.m. on December 31, 2013 or, if later, the date upon which these Articles of Merger are filed with the Florida Secretary of State.

3. CHRISTIANVILLE FOUNDATION INC. has no members. The Plan of Merger referred to in Paragraph 1 above was duly approved and adopted in the manner prescribed by Section 617.1103, Florida Statutes, by the Board of Directors of CHRISTIANVILLE FOUNDATION INC. by a written action without a meeting dated December 17, 2013, pursuant to which all five (5) members of the Board of Directors of CHRISTIANVILLE FOUNDATION INC. unanimously voted to approve the Plan of Merger.

4. FISH MINISTRIES CORP has no members. The Plan of Merger referred to in paragraph 1 above was duly approved and adopted in the manner prescribed by Section 617.1103, Florida Statutes, by the Board of Directors of FISH MINISTRIES CORP by a written action without a meeting dated November 25, 2013, pursuant to which all seven (7)

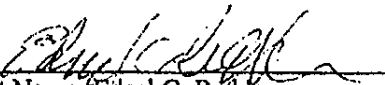
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members of the Board of Directors of FISH MINISTRIES CORP unanimously voted to approve the Plan of Merger.

IN WITNESS WHEREOF, FISH MINISTRIES CORP and CHRISTIANVILLE FOUNDATION INC. have caused these Articles of Merger to be signed in their corporate names as of the 31<sup>st</sup> day of December, 2013.

**CHRISTIANVILLE FOUNDATION INC.**

By:   
Print Name: Edsel C. Reiden  
Its: Vice President

**FISH MINISTRIES CORP**

By:   
Print Name: K. Eugene Gstohl  
Its: Vice President

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Exhibit A

Plan of Merger

See attached.

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#### AGREEMENT AND PLAN OF MERGER

This AGREEMENT AND PLAN OF MERGER (this "Agreement") is made and entered into as of December 31, 2013, between Christianville Foundation Inc., a Florida not for profit corporation ("Christianville"), and Fish Ministries Corp, a Florida not for profit corporation ("Fish").

#### RECITALS

WHEREAS, Christianville is a not for profit corporation duly organized and existing under the laws of the State of Florida;

WHEREAS, Fish is a not for profit corporation duly organized and existing under the laws of the State of Florida;

WHEREAS, the Board of Directors of Christianville and the Board of Directors of Fish deem it advisable to merge Fish with and into Christianville so that Christianville is the surviving corporation on the terms provided herein (the "Merger").

NOW, THEREFORE, in consideration of the mutual agreements contained herein and other good and valuable consideration, the receipt of which is hereby acknowledged, the parties hereto agree as follows:

#### ARTICLE I MERGER

1.1 *The Merger.* This Agreement is a Plan of Merger pursuant to Section 617.1101, et seq., Florida Statutes. After satisfaction or, to the extent permitted hereunder, waiver of all conditions to the Merger, and subject to the applicable provisions of the Florida Not for Profit Corporation Act (the "Act"), including without limitation Section 617.1101, et seq., Florida Statutes, Fish will merge with and into Christianville and Christianville shall file Articles of Merger executed by both parties with the Secretary of State of the State of Florida in accordance with the provisions of the Act and shall make all other filings or recordings required by Florida law in connection with the Merger. The Merger shall become effective as of 5:00 p.m. on December 31, 2013 or, if later, the date upon which Articles of Merger are filed with the Secretary of State of the State of Florida (the "Effective Time"). Upon the Effective Time, the separate corporate existence of Fish shall cease and Christianville shall be the surviving corporation (the "Surviving Corporation"). Christianville Foundation Inc. and Fish Ministries Corp, collectively, shall be referred to herein as the "Constituent Corporation".

1.2 *Conditions to the Merger.* The respective obligation of each party to effect the Merger is subject to the satisfaction or waiver (except as provided in this Agreement) of the following conditions:

(a) This Agreement shall have been duly adopted by the Board of Directors of Christianville, in accordance with the requirements of the Act and the Articles of Incorporation and Bylaws of Christianville;

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(b) This Agreement shall have been duly adopted by the Board of Directors of Fish, in accordance with the requirements of the Act and the Articles of Incorporation and Bylaws of Fish; and

(c) All consents or approvals required to be obtained by either party to consummate the transactions contemplated hereunder shall have been obtained.

Fish and Christianville shall each deliver an appropriate officer's certificate for transactions of this nature and acceptable in form and contents to the other party executed by its respective corporate secretary.

1.3 *Effect of Merger.* At the Effective Time, the Surviving Corporation shall continue its corporate existence as a Florida not for profit corporation. The Surviving Corporation shall possess and retain every interest in all assets and property of every description of each of the Constituent Corporations. The rights, privileges and immunities, powers, franchises and authority of a public as well as of a private nature of each of the Constituent Corporations shall be vested in the Surviving Corporation without further act or deed, subject, however, to the limitations on the powers of Christianville Foundation Inc. imposed by its Articles of Incorporation and Florida law. The title to and any interest in all real and personal property vested in any of the Constituent Corporations shall not revert or in any way be impaired by reason of the Merger. All obligations belonging to or due to each of the Constituent Corporations shall be vested in the Surviving Corporation without further act or deed, and the Surviving Corporation shall be liable for all obligations of each of the Constituent Corporations existing as of the Effective Time.

1.4 *Articles of Incorporation; Bylaws.*

(a) The Articles of Incorporation of Christianville in effect immediately prior to the Effective Time shall continue to be the Articles of Incorporation of the Surviving Corporation from and after the Effective Time.

(b) The Bylaws of Christianville in effect immediately prior to the Effective Time shall continue to be the Bylaws of the Surviving Corporation from and after the Effective Time.

1.5 *Directors and Officers of the Surviving Corporation.* The directors and officers of Christianville in effect immediately prior to the Effective Time shall continue to be the directors and officers of the Surviving Corporation immediately following the Merger.

ARTICLE II  
NO MEMBERSHIPS

Neither of the Constituent Corporations has any members.

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**ARTICLE III**  
**REPRESENTATIONS AND WARRANTIES**

3.1 *Representations and Warranties of Christianville.* Christianville hereby represents and warrants to Fish that the following statements are true and correct as of the date of this Agreement:

(a) Christianville is a not for profit corporation duly incorporated, validly existing and in good standing under the laws of the State of Florida, and has all the requisite power and authority to own, lease and operate its properties and assets and to carry on its business as it is now being conducted.

(b) No consent, approval, order or authorization of, or registration, declaration or filing with, or notice to, (i) any governmental authority, or (ii) any other person or organization is necessary or required to be made or obtained by Christianville to enable Christianville to lawfully execute and deliver, enter into, and perform its obligations under this Agreement or to consummate the Merger, except for the filing of the Articles of Merger with the Secretary of State of the State of Florida.

(c) This Agreement has been duly executed and delivered by Christianville. This Agreement is a valid and binding obligation of Christianville, enforceable against Christianville in accordance with its terms.

(d) Neither the execution and delivery of this Agreement by Christianville, nor the consummation of the Merger, shall conflict with, result in a breach or violation of (with or without notice or lapse of time, or both), or constitute a default, or require the consent, release, waiver or approval of or notice to, any third party, under: (i) any provision of the articles of incorporation or bylaws of Christianville, each as currently in effect or (ii) any law, rule or order applicable to Christianville, or any of its assets or properties in any material respect.

(e) Christianville is exempt from taxation under Subtitle A of the Internal Revenue Code of 1986, as amended ("Code"), as an organization described in Section 501(c)(3) of the Code, and has a current determination letter from the Internal Revenue Service to this effect which remains valid and has not expired, terminated or otherwise been withdrawn (the "Christianville Determination Letter"). Christianville has provided a copy of the Christianville Determination Letter to Fish. All tax returns, reports, declarations and forms relating to Christianville that were required to be filed prior to the date hereof have been accurately prepared in all material respects and timely filed. All taxes that have become due or payable by Christianville have been duly and timely paid and Christianville has no outstanding tax liability, assessment, deficiency or obligation that remains unpaid.

3.2 *Representations and Warranties of the Fish.* Fish hereby represents and warrants to Christianville that the following statements are true and correct as of the date of this Agreement:

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(a) Fish is a not for profit corporation duly incorporated, validly existing and in good standing under the laws of the State of Florida, and has all the requisite power and authority to own, lease and operate its properties and assets and to carry on its business as it is now being conducted.

(b) No consent, approval, order or authorization of, or registration, declaration or filing with, or notice to, (i) any governmental authority, or (ii) any other person or organization is necessary or required to be made or obtained by Fish to enable Fish to lawfully execute and deliver, enter into, and perform its obligations under this Agreement or to consummate the Merger, except for the filing of the Articles of Merger with the Secretary of State of the State of Florida.

(c) This Agreement has been duly executed and delivered by Fish. This Agreement is a valid and binding obligation of Fish, enforceable against Fish in accordance with its terms.

(d) Neither the execution and delivery of this Agreement by Fish, nor the consummation of the Merger, shall conflict with, result in a breach or violation of (with or without notice or lapse of time, or both), or constitute a default, or require the consent, release, waiver or approval of, or notice to, any third party, under: (i) any provision of the articles of incorporation or bylaws of Fish, each as currently in effect; or (ii) any law, rule or order applicable to Fish, or any of its assets or properties in any material respect.

(e) Fish is exempt from taxation under Subtitle A of the Internal Revenue Code of 1986, as amended (the "Code"), as an organization described in Section 501(c)(3) of the Code and has a current determination letter from the Internal Revenue Service to this effect which remains valid and has not expired, terminated or otherwise been withdrawn (the "Fish Determination Letter"). Fish has provided a copy of the Fish Determination Letter to Christianville. All tax returns, reports, declarations and forms relating to Fish that were required to be filed prior to the date hereof have been accurately prepared in all material respects and timely filed. All taxes that have become due or payable by Fish have been duly and timely paid and Fish has no outstanding tax liability, assessment, deficiency or obligation that remains unpaid.

#### **ARTICLE IV** **TERMINATION**

At any time prior to the Effective Time, this Agreement may be terminated and the Merger abandoned for any reason whatsoever by the Board of Directors of Christianville or the Board of Directors of Fish. The procedure for abandoning this Agreement shall be the adoption of a resolution to abandon the Merger by the Board of Directors of Christianville or the Board of Directors of Fish followed by written notice to the president of the other corporation party to the Merger.

#### **ARTICLE V** **FURTHER ASSURANCES**

If, at any time after the Effective Time, the Surviving Corporation shall consider or be

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advised that any further assignment, conveyance or assurance in law or any other acts are necessary or desirable to (i) vest, perfect or confirm in the Surviving Corporation its right, title or interest in, to or under any of the rights, properties or assets of Fish acquired or to be acquired by the Surviving Corporation as a result of, or in connection with, the Merger, or (ii) otherwise carry out the purposes of this Agreement, Fish and its proper officers shall be deemed to have granted to the Surviving Corporation an irrevocable power of attorney to execute and deliver all such proper deeds, assignments and assurances in law and to do all acts necessary or proper to vest, perfect or confirm title to and possession of such rights, properties or assets in the Surviving Corporation and otherwise carry out the purposes of this Agreement; and the officers and directors of the Surviving Corporation are fully authorized in the name of Fish or otherwise to take any and all such action.

#### **ARTICLE VI** **MISCELLANEOUS**

6.1 *Amendment.* At any time prior to the Effective Time, this Agreement may be amended, modified or supplemented by the Board of Directors of Christianville and the Board of Directors of Fish. This Agreement may not be amended except by an instrument in writing signed on behalf of each of Christianville and Fish.

6.2 *No Waivers.* No failure or delay by any party hereto in exercising any right, power or privilege hereunder shall operate as a waiver thereof nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any other right, power or privilege. The rights and remedies herein provided shall be cumulative and not exclusive of any rights or remedies provided by law.

6.3 *Assignment; Third Party Beneficiaries.* Neither this Agreement, nor any right, interest or obligation hereunder shall be assigned by any of the parties hereto without the prior written consent of the other parties. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns. This Agreement is not intended to confer any rights or benefits upon any person other than the parties hereto.

6.4 *Governing Law.* This Agreement shall in all respects be construed, interpreted and enforced in accordance with and pursuant to the laws of the State of Florida.

6.5 *Counterparts.* This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

6.6 *Entire Agreement.* This Agreement and the documents referred to herein are intended by the parties as a final expression of their agreement with respect to the subject matter hereof, and are intended as a complete and exclusive statement of the terms and conditions of that agreement, and there are not other agreements or understandings, written or oral, among the parties, relating to the subject matter hereof. This Agreement supersedes all prior agreements and understandings, written or oral, among the parties with respect to the subject matter hereof.

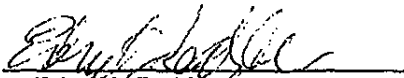
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Signature Page Follows]*

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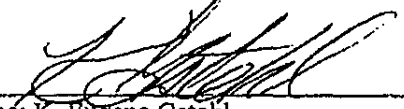
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IN WITNESS WHEREOF, the undersigned, intending to be legally bound hereby, have duly executed this Agreement as of the day and year first stated above.

CHRISTIANVILLE FOUNDATION INC.

By:   
Name: Edsel C. Redden  
Title: Vice President

FISH MINISTRIES CORP

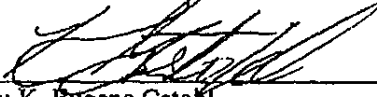
By:   
Name: K. Eugene Gstohl  
Title: Vice President

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CERTIFICATIONS

The undersigned, being the Secretary of Christianville Foundation Inc., a Florida not for profit corporation ("Christianville"), does hereby certify pursuant to Section 617.1103, Florida Statutes, that the Board of Directors of Christianville by a written action without a meeting duly adopted and approved the foregoing Agreement and Plan of Merger effective as of December 17, 2013.

By:   
Name: K. Eugene Gstohl  
Title: Secretary  
Dated: 12-18-13

The undersigned, being the Secretary of Fish Ministries Corp, a Florida not for profit corporation ("Fish"), does hereby certify pursuant to Section 617.1103, Florida Statutes, that the Board of Directors of Fish by a written action without a meeting duly adopted and approved the foregoing Agreement and Plan of Merger effective as of November 25, 2013.

By:   
Name: Jared N. Dollar  
Title: Secretary  
Dated: 12/18/13

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