

L23000296045

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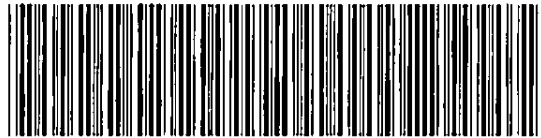
(Business Entity Name)

(Document Number)

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CLERK OF STATE
TALLAHASSEE, FLORIDA

2023 SEP 18 PM 1:20

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COVER LETTER

TO: Amendment Section
Division of Corporations

SUBJECT: CVG INTERNATIONAL AMERICA AD HOC LLC

Name of Surviving Entity

The enclosed Articles of Merger and fee are submitted for filing.

Please return all correspondence concerning this matter to following:

Manuel Arthur Mesa, Esq.

Contact Person

MESA LLP

Firm/Company

675 West Flagler Street

Address

Miami, Florida 33130

City/State and Zip Code

mesalaw@aol.com

E-mail address: (to be used for future annual report notification)

For further information concerning this matter, please call:

Manuel Arthur Mesa, Esq. At (**305**) **8631000**

Name of Contact Person

Area Code & Daytime Telephone Number

☐ Certified copy (optional) \$8.75 (Please send an additional copy of your document if a certified copy is requested)

Mailing Address:

Amendment Section
Division of Corporations
P.O. Box 6327
Tallahassee, FL 32314

Street Address:

Amendment Section
Division of Corporations
The Centre of Tallahassee
2415 N. Monroe Street, Suite 810
Tallahassee, FL 32303

IMPORTANT NOTICE: Pursuant to s.607.1622(8), F.S., each party to the merger must be active and current in filing its annual report through December 31 of the calendar year which this articles of merger are being submitted to the Department of State for filing.

ARTICLES OF MERGER

The following articles of merger are submitted in accordance with the Florida Business Corporation Act, pursuant to section 607.1105, Florida Statutes.

FIRST: The name and jurisdiction of the surviving entity:

<u>Name</u>	<u>Jurisdiction</u>	<u>Entity Type</u>	<u>Document Number</u> (If known/ applicable)
CVG INTERNATIONAL AMERICA AD HOC LLC	FL	LLC	L23000296045

SECOND: The name and jurisdiction of each merging eligible entity:

<u>Name</u>	<u>Jurisdiction</u>	<u>Entity Type</u>	<u>Document Number</u> (If known/ applicable)
CVG INTERNATIONAL AMERICA, INC.	FL	P	P92000008512

THIRD: The merger was approved by each domestic merging corporation in accordance with s.607.1101(1)(b), F.S., and by the organic law governing the other parties to the merger.

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TALLAHASSEE, FLORIDA

FOURTH: Please check one of the boxes that apply to surviving entity:

- ☒ This entity exists before the merger and is a domestic filing entity.
- ☐ This entity exists before the merger and is not authorized to transact business in Florida.
- ☐ This entity exists before the merger and is a domestic filing entity, and its Articles of Incorporation are being amended as attached.
- ☐ This entity is created by the merger and is a domestic corporation, and the Articles of Incorporation are attached.
- ☐ This entity is a domestic eligible entity and is not a domestic corporation and is being amended in connection with this merger as attached.
- ☐ This entity is a domestic eligible entity being created as a result of the merger. The public organic record of the survivor is attached.
- ☐ This entity is created by the merger and is a domestic limited liability partnership or a domestic limited liability partnership, its statement of qualification is attached.

FIFTH: Please check one of the boxes that apply to domestic corporations:

- ☒ The plan of merger was approved by the shareholders and each separate voting group as required.
- ☐ The plan of merger did not require approval by the shareholders.

SIXTH: Please check box below if applicable to foreign corporations

- ☐ The participation of the foreign corporation was duly authorized in accordance with the corporation's organic laws.

SEVENTH: Please check box below if applicable to domestic or foreign non corporation(s).

- ☒ Participation of the domestic or foreign non corporation(s) was duly authorized in accordance with each of such eligible entity's organic law.

EIGHTH: If other than the date of filing, the delayed effective date of the merger, which cannot be prior to nor more than 90 days after the date this document is filed by the Florida Department of State:

N/A

Note: If the date inserted in this block does not meet the applicable statutory filing requirements, this date will not be listed as the document's effective date on the Department of State's records.

NINTH: Signature(s) for Each Party:

Name of Entity/Organization:

CVG INTERNATIONAL AMERICA, INC.

Signature(s)

Typed or Printed
Name of Individual:

MR. FERNANDO GOYENECHEA

President

CVG INTERNATIONAL AMERICA AD HOC LLC

CVG INTERNATIONAL AMERICA AD HOC LLC

MR. FERNANDO GOYENECHEA

Authorized Managing Member

CVG INTERNATIONAL AMERICA AD HOC LLC

Corporations:

Chairman, Vice Chairman, President or Officer
(If no directors selected, signature of incorporator.)

General partnerships:

Signature of a general partner or authorized person

Florida Limited Partnerships:

Signatures of all general partners

Non-Florida Limited Partnerships:

Signature of a general partner

Limited Liability Companies:

Signature of an authorized person

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TALLAHASSEE, FLORIDA
FLORIDA DEPARTMENT OF STATE

PLAN OF MERGER

THIS PLAN OF MERGER (the "Agreement") entered into as of the 8th day of September, 2023, by and between CVG International America, Inc., a Florida corporation ("CVG International") and CVG International America AD HOC LLC, a Florida limited liability company ("CVG International AD HOC").

WHEREAS, the Board of Directors of CVG International and CVG International AD HOC have resolved that they be merged, pursuant to the Florida Statutes (the "Florida Law"), into a single company existing under the laws of the State of Florida with CVG International AD HOC being the surviving company (such company in its capacity as such surviving company being sometimes referred to herein as the "Surviving Company");

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

1. **Merger.** CVG International shall be, at the Effective Date, as defined below, merged into CVG International AD HOC ("the Merger"), and CVG International AD HOC shall be the Surviving Company. The parties hereto adopt and agree to the following agreements, terms, and conditions relating to the Merger and the mode of carrying the same into effect.

2. **Filings. Effects of Merger.**

2.1 **Filing of Articles of Merger.** Effective Date. Authorized officers of the respective parties shall make and execute Articles of Merger and shall cause such documents to be filed with the State of Florida in accordance with the Florida Law. The Merger shall become effective on the date on which the Merger becomes effective under the Florida Law which date is herein referred to as the "Effective Date".

2.2 **Certain Effects of Merger.** On the Effective Date, the separate existence of CVG International shall cease, and CVG International shall be merged into CVG International AD HOC which, as the Surviving Company, shall possess all the rights, privileges, powers and franchises, of a public as well as of a private nature, and be subject to all the restrictions, disabilities, duties, debts, and liabilities of CVG International; and all and singular, the rights, privileges, powers and franchises of CVG International, and all property, real, personal, and mixed, bank accounts, accounts receivable, choses in action, and all debts due to CVG International or whatever account, as well as stock subscriptions, liens and all other things in action or belonging to CVG International shall be vested in the Surviving Company; and all property, rights, privileges, powers and franchises, and all and every other shall be thereafter as

effectually the property of the Surviving Company as they were of CVG International, and the title to any real estate vested by deed or otherwise, under the laws of Florida or any other jurisdiction, shall not revert or be in any way impaired; but all rights of creditors and all liens upon any property of CVG International shall be preserved, unimpaired and all debts, liabilities and duties of CVG International shall henceforth attach to the Surviving Company and may be enforced against it to the same extent as if said debts, liabilities and duties had been incurred or contracted by it. At any time, or from time to time, after Effective Date, the last acting officers of CVG International or the corresponding officers of the Surviving Company may, in the name of CVG International execute and deliver all such proper deeds, assignments, and other instruments and take or cause to be taken all such further or other actions the Surviving Company may deem necessary or desirable in order to vest, perfect or confirm in the Surviving Company title to and possession of all CVG International's property, rights, privileges, powers, franchises, immunities and interests and otherwise to carry out the purposes of this Agreement.

3. Name of Surviving Corporation; Certificate of Corporation; Bylaws, Directors, Officers.

3.1 **Name.** Name of the Surviving Company from and after the Effective Date shall be CVG International America AD HOC LLC.

3.2 **Articles of Incorporation.** The Articles of Organization of CVG International AD HOC in effect on the date hereof shall from and after the Effective Date be, and continue to be, the Articles of Organization of the Surviving Company until changed or amended as provided by law.

3.3 **Operating Agreement.** The Operating Agreement of CVG International AD HOC as in effect immediately before the Effective Date, shall from and after the Effective Date be, and continue to be, the Operating Agreement of the Surviving Company amended as provided therein.

3.4 **Directors and Officers.** At the Effective Date of the Merger, the Officers and Directors of CVG International in office at the Effective Date of the Merger shall become the officers and directors of the Surviving Company, and the directors of the Surviving Company shall remain unchanged by this Agreement, except as may be determined by the members of the Surviving Company.

4. **Status and Conversion of Securities.** As of the Effective Date, the shares of the constituent corporation and company shall be converted as follows:

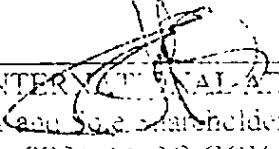
4.1 **Common Stock.** Each share common stock of CVG International issued and outstanding immediately prior the Effective Date shall cease to be outstanding and shall be converted into and exchanged for the same percentage of membership interests in CVG International AD HOC, fully paid and non-assessable. Any shares of common stock of CVG International held in the treasury immediately prior to the Effective Date shall automatically be canceled and extinguished without any conversion thereof and no payment shall be made with respect thereto.

4.2 **CVG International AD HOC Membership Interests.** Each membership interest of CVG International America AD HOC, issued and outstanding immediately prior to the Effective Date shall remain unchanged, such that the existing members shall remain the same with the addition of the former shareholder of CVG International, which shall become an additional member of the Surviving Company.

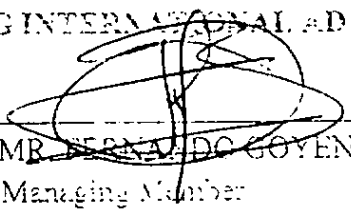
IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto on the date written above.

CVG INTERNATIONAL AMERICA, INC.


By: MR. FERNANDO GOYENECHEA
Its: Pres. Gen.


CVG INTERNATIONAL AD HOC LLC
Director and Sole Shareholder
By: MR. FERNANDO GOYENECHEA
Its: Managing Member

CVG INTERNATIONAL AD HOC LLC


By: MR. FERNANDO GOYENECHEA
Its: Managing Member