

**n98 000000118**

Florida Department of State  
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**MERGER OR SHARE EXCHANGE  
CV AMERICAS, INC.**

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**ARTICLES OF MERGER**  
**(Not for Profit Corporations)**

The following 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:

<u>Name</u>	<u>Jurisdiction</u>	<u>Document Number</u> (If known/ applicable)
CV Americas, Inc.	Florida	N98000000118
_____	_____	_____

**Second:** The name and jurisdiction of each **merging** corporation:

<u>Name</u>	<u>Jurisdiction</u>	<u>Document Number</u> (If known/ applicable)
Christian Vision North America	Texas	
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

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**Third:** The 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

**OR** \_\_\_\_/\_\_\_\_/\_\_\_\_ (Enter a specific date. NOTE: An effective date cannot be prior to the date of filing or more than 90 days after merger file date).

**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.

*(Attach additional sheets if necessary)*

**Fifth: ADOPTION OF MERGER BY SURVIVING CORPORATION**  
(COMPLETE ONLY ONE SECTION)

**SECTION I**

The plan of merger was adopted by the members of the surviving corporation on \_\_\_\_\_.  
The number of votes cast for the merger was sufficient for approval and the vote for the plan was as follows:  
\_\_\_\_\_ FOR \_\_\_\_\_ AGAINST

**SECTION II**

(CHECK IF APPLICABLE) The plan or merger was adopted by written consent of the members and executed in accordance with section 617.0701, Florida Statutes.

**SECTION III**

There are no members or members entitled to vote on the plan of merger.  
The plan of merger was adopted by the board of directors on November 30, 2023. The number of directors in office was 4. The vote for the plan was as follows: 4 FOR 0 AGAINST

**Sixth: ADOPTION OF MERGER BY MERGING CORPORATION(S)**  
(COMPLETE ONLY ONE SECTION)

**SECTION I**

The plan of merger was adopted by the members of the merging corporation(s) on \_\_\_\_\_.  
The number of votes cast for the merger was sufficient for approval and the vote for the plan was as follows: \_\_\_\_\_ FOR \_\_\_\_\_ AGAINST

**SECTION II**

(CHECK IF APPLICABLE) The plan or merger was adopted by written consent of the members and executed in accordance with section 617.0701, Florida Statutes.

**SECTION III**

There are no members or members entitled to vote on the plan of merger.  
The plan of merger was adopted by the board of directors on November 30, 2023. The number of directors in office was 4. The vote for the plan was as follows: 4 FOR 0 AGAINST

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**Seventh: SIGNATURES FOR EACH CORPORATION**

<u>Name of Corporation</u>	<u>Signature of the chairman/ vice chairman of the board or an officer.</u>	<u>Typed or Printed Name of Individual &amp; Title</u>
Christian Vision North America	<i>Timothy Boxall</i>	Timothy Boxall, Director
CV Americas, Inc.	<i>David Estella</i>	David Estella, President

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 U.S. DEPARTMENT OF JUSTICE

**PLAN OF MERGER  
OF  
CHRISTIAN VISION NORTH AMERICA  
INTO  
CV AMERICAS, INC.**

Pursuant to the Texas Business Organizations Code and the Florida Not for Profit Corporations Act, this Plan of Merger (the "*Plan of Merger*") is made by and between Christian Vision North America, a Texas nonprofit corporation ("*CVNA*"), and CV Americas, Inc., a Florida nonprofit corporation f/k/a Christian Vision USA, Inc. ("*CVA*"). CVNA and CVA are also referred to herein collectively as the "*Constituent Corporations*" and/or "*Parties*."

**RECITALS:**

- A. CVNA is a nonprofit corporation (without members), duly organized and existing under the laws of the State of Texas.
- B. CVA is a nonprofit corporation (without members), duly organized and existing under the laws of the State of Florida and qualified to transact business in the State of Texas.
- C. CVNA and CVA are private foundations with similar Christian philosophies and principles and which operate exclusively for religious, charitable and educational purposes pursuant to Section 501(c)(3) of the Internal Revenue Code of 1986 (as amended, the "*Code*").
- D. The respective board of directors of CVNA and CVA have determined that it is advisable that CVNA be merged with and into CVA on the terms and conditions hereinafter set forth (the "*Merger*").

**AGREEMENT:**

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, it is agreed that, in accordance with the applicable statutes of the State of Texas and the State of Florida, CVNA will be, as of the Effective Time (defined hereafter), merged with and into CVA, with CVA to be the surviving corporation governed under the laws of the State of Florida, and that the terms and conditions of such Merger, the mode of carrying it into effect, and such other details and provisions as are deemed necessary or desirable will be as follows:

- 1. Merger. At the Effective Time of the Merger, CVNA shall be merged with and into CVA (the "*Surviving Corporation*"), with the Surviving Corporation thereafter continuing its existence (under the name "CV Americas, Inc.") as a corporation governed by the laws of the State of Florida and qualified to transact business in the State of Texas. The post office address of the Surviving Corporation is 15175 Eagle Nest Lane, Suite 104, Miami Lakes, Florida 33014.
- 2. Terms and Conditions of Merger. At the Effective Time of the Merger:
  - (a) The separate existence of CVNA shall cease and CVA shall continue to exist (as the Surviving Corporation).

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(b) The Surviving Corporation shall thereupon and thereafter possess all the rights, privileges, immunities, powers, and franchises of a public as well as a private nature, and be subject to all the liabilities and duties, of each Constituent Corporation; and all and singular, the rights, privileges, immunities, powers, and franchises of each Constituent Corporation, and all property, real, personal and mixed, and all debts due to each Constituent Corporation on whatever account, and all other things in action or belonging to any Constituent Corporation, shall be vested in the Surviving Corporation without further act or deed; and all property, rights, privileges, powers, and franchises, and all and every other interest shall be thereafter as effectually the property of the Surviving Corporation as they were of the respective Constituent Corporations, and the title to any real estate vested by deed or otherwise in any Constituent Corporation shall not revert or be in any way impaired by reason of the Merger.

(c) The Surviving Corporation shall be subject to all of CVNA's debts, liabilities, and trust obligations in the same manner as if the Surviving Corporation had itself incurred them, and all rights of creditors and all liens and trust obligations on or arising from the property of the Parties shall be preserved unimpaired, as long as such liens and trust obligations on the property of CVNA, if any, shall be limited to the property affected by such liens and obligations immediately before the Effective Time.

(d) All corporate acts, plans, policies, contracts, approvals, and authorizations of each Constituent Corporation and its respective board of directors, committees elected or appointed by such board of directors, officers, and agents, which were valid and effective immediately prior to the Effective Time of the Merger shall be taken for all purposes as the acts, plans, policies, contracts, approvals, and authorizations of the Surviving Corporation and shall be as effective and binding thereon as the same were with respect to each Constituent Corporation.

(e) The current board of directors of CVA shall constitute the board of directors of the Surviving Corporation and shall continue to serve in accordance with the current bylaws of the Surviving Corporation, until their respective successors shall have been duly elected and qualified.

(f) The current officers of CVA shall constitute the officers of the Surviving Corporation and shall continue to serve in accordance with the current bylaws of the Surviving Corporation, until their respective successors shall have been duly elected and qualified.

(g) The assets, liabilities, reserves, and accounts of the Constituent Corporations shall be taken up on the books of the Surviving Corporation at the amounts at which they are then carried on the respective books of the Constituent Corporations, subject to such adjustments or eliminations of intercompany items as may be appropriate in giving effect to the Merger.

(h) All right, title, and interest in and to all outstanding contracts and agreements entered into by the Constituent Corporations and in effect at the Effective Time shall vest in the Surviving Corporation, without further act or deed, and without transfer or assignment having occurred; *provided, however*, that if any contracts or agreements of the Constituent Corporations cannot be transferred by their terms or because of the inability to obtain a required consent, then the proper officers, directors, or authorized agents of the Constituent Corporations will use their best efforts to provide the Surviving Corporation with the economic and other benefits accruing under such contracts or agreements.

(i) The present intention of CVA is that the assets of CVNA will be used for the religious purposes of the Surviving Corporation in the operation of the Surviving Corporation. Notwithstanding the foregoing, this shall not be a consideration, restriction, or condition of the

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transfer and conveyance, but represents a statement of intention made by CVA. Both Parties recognize that the use of the assets of CVNA thus transferred will be subject to applicable law and the provisions of the Surviving Corporation's charter documents and that the use of the assets of CVNA will be at the discretion of the board of directors of the Surviving Corporation. If the board of directors of the Surviving Corporation determines that the assets of CVNA should no longer be used in the manner originally intended by CVA, Surviving Corporation may, in its sole discretion, make such disposition of the assets of CVNA as is directed by the board of directors of the Surviving Corporation and as permitted by applicable law.

(j) The Surviving Corporation shall have the option, but not the obligation, to hire any or all of the employees of CVNA who have worked with CVNA.

3. Articles of Incorporation and Bylaws.

(a) The current Articles of Incorporation of CVA shall be and constitute the Articles of Incorporation of the Surviving Corporation; and no amendments to such Articles of Incorporation shall be effected by the Merger.

(b) The current bylaws of CVA shall be and constitute the bylaws of the Surviving Corporation; and no amendments to such bylaws shall be effected by the Merger.

4. Other Provisions with Respect to Merger.

(a) This Merger is subject to the approval of the board of directors of each of the Constituent Corporations, as provided by the Texas Business Organizations Code, and the Florida Not for Profit Corporations Act, respectively.

(b) This Plan of Merger may be terminated at any time prior to the Effective Time of the Merger by any of the Constituent Corporations, expressed by action of their respective boards of directors.

(c) The Surviving Corporation shall bear and pay all costs and expenses incurred by it or on its behalf (including, without limitation, fees and expenses of financial consultants, accountants and counsel) in connection with the consummation of the Merger.

(d) Prior to, and from and after the Effective Time, the Constituent Corporations will take all such action as will be necessary or appropriate to effectuate the Merger. If at any time after the Effective Time, the Constituent Corporations are advised that any further assignments, conveyances, or assurances in law are necessary or desirable to carry out the provisions hereof, the proper officers, directors, or authorized agents of the Constituent Corporations will execute and deliver any and all proper deeds, assignments, and assurances in law, and do all things necessary or proper to carry out the provisions hereof.

(e) This Plan of Merger may be amended in matters of form, or supplemented by additional agreements, articles, or certificates, as may be determined in the judgment of the boards of directors of each of the Constituent Corporations to be necessary, desirable, or expedient to assure the Surviving Corporation's tax-exempt status under Section 501(c)(3) of the Code, to clarify the intentions of the Parties or to effect or facilitate the filing, recording, or official approval of this Plan of Merger and the consummation hereof and the Merger provided for herein, in accordance with the purpose and intent of this Plan of Merger.

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5. Effective Time of the Merger. When all applicable laws have been complied with and all necessary authorizations, approvals, or consents have been received, Articles of Merger shall be filed with the Florida Secretary of State and with the Texas Secretary of State. The Merger shall become effective on the latest date of filing of these documents by the Florida Secretary of State and the Texas Secretary of State; and the date on which the Merger becomes effective shall be referred to in this Plan of Merger as the "*Effective Time.*"

6. Tax Treatment. CVNA and CVA intend that the Merger and the resulting transfer of CVNA's assets to CVA (a) will not result in the termination of CVNA's status under Section 507 of the Code, (b) will qualify as a transfer under Section 507(b)(2) of the Code, (c) will not cause CVA to be treated as a newly created organization, and (d) will not result in any excise tax imposed under Section 507(c) of the Code. Neither CVNA nor CVA will notify the Internal Revenue Service of any intent to terminate private foundation status or commit acts or failures to act that would result in excise tax liability under Chapter 42 of the Code.

7. Provisions of General Application.

(a) For the convenience of the Parties, and to facilitate the filing and recording of this Plan of Merger, any number of counterparts hereof may be executed; each such counterpart shall be deemed to be an original instrument, all of which together shall constitute one agreement.

(b) This Plan of Merger cannot be altered or amended except pursuant to an instrument in writing signed on behalf of the Parties.

(c) At any time, or from time to time, simultaneously with or after the Effective Time of the Merger, the last acting officers and directors of each Constituent Corporation shall, if and when requested by the Surviving Corporation or its successors or assigns, execute and deliver all such deeds, assignments, and other instruments and take or cause to be taken all such further action as the Surviving Corporation or its successors and assigns may deem necessary or desirable in order to vest, perfect, or confirm in the Surviving Corporation title to and possession of all properties, rights, privileges, powers, franchises, immunities, and interests of each such Constituent Corporation and otherwise to carry out the purpose of this Plan of Merger.

(d) Between the date of this Plan of Merger and the Effective Time or date of termination (if applicable), CVNA shall not, without prior written consent of CVA, engage in any activity or transaction other than in the ordinary course of its affairs, except as contemplated by this Plan of Merger.

(e) This Plan of Merger supersedes any and all other agreements, either oral or in writing, between the Parties hereto with respect to the subject matter of this Plan of Merger and contains all of the covenants and agreements between the Parties with respect to the subject matter of this Plan of Merger. Each Party acknowledges that no representation, inducements, promises, or agreements, orally or otherwise, have been made by any party, or anyone acting on behalf of any party, which are not embodied herein, and that no other agreement, statement, or promise not contained in this Plan of Merger shall be valid or binding on either Party.

(f) The Plan of Merger is binding upon and shall inure to the benefit of the Parties and their successors. Neither Party may assign its rights or liabilities hereunder except as set forth herein. Time is of the essence in all things herein provided. The invalidity of any specific provision hereto shall not affect the validity of the remainder of this Plan of Merger or the enforceability thereof. Each of the representations and warranties made herein shall be deemed material.

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Headings are for convenience only. No third party is, or shall be construed as, a third-party beneficiary under the terms of this Plan of Merger. This Plan of Merger, and the transaction contemplated hereunder, shall be governed by and construed according to the laws of the State of Florida.

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IN WITNESS WHEREOF, each Constituent Corporation has caused this Plan of Merger to be executed by duly authorized officers pursuant to authorization contained in a resolution adopted by its board of directors approving this Plan of Merger.

CVNA:

CHRISTIAN VISION NORTH AMERICA

By: Timothy Boxall  
Name: Timothy Boxall  
Title: DIRECTOR

CVA:

CV AMERICAS, INC.

By: David Estella  
Name: David Estella  
Title: President

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