

723875

(Requestor's Name)

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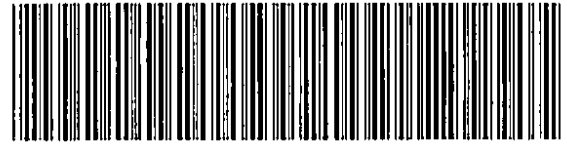
(Business Entity Name)

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merger

AUG 11 2023

D CUSHING

COVER LETTER

TO: Amendment Section
Division of Corporations

SUBJECT: GRACE PRESBYTERIAN CHURCH OF SPRING HILL, INC.,

(Name of Surviving Corporation)

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

Please return all correspondence concerning this matter to following:

Rev. John P. Joseph, Esquire

(Contact Person)

Church Legal Center

(Firm/Company)

8950 Dr. Martin Luther King Jr. Street North Suite 160

(Address)

St. Petersburg, FL 33702

(City/State and Zip Code)

For further information concerning this matter, please call:

Rev. John P. Joseph, Esquire

(Name of Contact Person)

At (727) 410-7215
(Area Code & Daytime Telephone Number)

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2023 JUN 16 PM 12:37
OFFICE OF THE CLERK
TALLAHASSEE, FL

☒ 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

Certified Mail # 7022 0410 0002 2981-6611

Street Address:

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

included

ARTICLES OF MERGER
OF
ST. MARK'S PRESBYTERIAN CHURCH OF BAYONET POINT, INC.,
a Florida not for profit corporation

with and into

GRACE PRESBYTERIAN CHURCH OF SPRING HILL, INC.,
a Florida not for profit corporation

Pursuant to Florida Statutes
Section 617.1105

Pursuant to Sections 617.1105 of the Florida Statutes, these Articles of Merger provide as follows:

ARTICLE I
Name & State of Organization; Surviving Entity

The name, state of organization, and Florida document number of each of the constituent entities of the merger is as follows:

<u>Name</u>	<u>State of Organization</u>	<u>Document Number</u>
ST. MARK'S PRESBYTERIAN CHURCH OF BAYONET POINT, INC., (Merging Corporation)	Florida	743330
GRACE PRESBYTERIAN CHURCH OF SPRING HILL, INC., (Surviving Corporation)	Florida	723875

GRACE PRESBYTERIAN CHURCH OF SPRING HILL, INC., a Florida not for profit corporation, shall be the surviving entity.

ARTICLE II
Plan of Merger

The Agreement and Plan of Merger between the constituent entities is attached hereto as Exhibit A.

FILED
2023 JUN 16 PM 12:37
CLERK OF CIRCUIT COURT
JACKSONVILLE, FLORIDA

ARTICLE III
Approval of the Plan

There are no members of ST. MARK'S PRESBYTERIAN CHURCH OF BAYONET POINT, INC., entitled to vote on the Plan of Merger. Pursuant to Section 617.1103(1)(b) of the Florida Statutes, the SESSION or Board of Directors of ST. MARK'S PRESBYTERIAN CHURCH OF BAYONET POINT, INC., **unanimously** adopted the plan of merger by written consent dated MAY 8, 2023. There are 5 Directors or members of Session in office.

There are no members of GRACE PRESBYTERIAN CHURCH OF SPRING HILL, INC., entitled to vote on the Plan of Merger. Pursuant to Section 617.1103(1)(b) of the Florida Statutes, the SESSION or Board of Directors of GRACE PRESBYTERIAN CHURCH OF SPRING HILL, INC., **unanimously** adopted the Plan of Merger by [written consent dated MAY 8, 2023]. There are 9 Directors or members of Session in office.

ARTICLE IV
Effective Time

The merger shall become effective upon the filing of these Articles of Merger with the Secretary of State of the State of Florida.

[Signatures on Next Page]

The undersigned authorized representatives of the constituent entities have caused these Articles of Merger to be executed this 8 day of May 2023.

**ST. MARK'S PRESBYTERIAN CHURCH OF
BAYONET POINT, INC.,**
a Florida not for profit corporation

By: Deneen Kerrigan

Name: Deneen Kerrigan
Title: President

By: Margaret Rickard

Name: Margaret Rickard
Title: Secretary

**GRACE PRESBYTERIAN CHURCH OF
SPRING HILL, INC.,**
a Florida not for profit corporation

By: P. B. Werner

Name: Peter Boyd Werner
Title: President

By: Elizabeth Bayron

Name: Elizabeth Bayron
Title: Secretary

EXHIBIT A

AGREEMENT AND PLAN OF MERGER

[Attached.]

**AGREEMENT AND PLAN OF MERGER
OF**

**ST. MARK'S PRESBYTERIAN CHURCH OF BAYONET POINT, INC.,
a Florida not for profit corporation**

with and into

**GRACE PRESBYTERIAN CHURCH OF SPRING HILL, INC.,
a Florida not for profit corporation**

After much prayer with our Lord Jesus Christ through His Holy Spirit the following Agreement (this "Agreement") is entered into on this May 8, 2023, by and between **ST. MARK'S PRESBYTERIAN CHURCH OF BAYONET POINT, INC.**, a Florida not for profit corporation (the "Merging Corporation"), and **GRACE PRESBYTERIAN CHURCH OF SPRING HILL, INC.**, a Florida not for profit corporation (the "Surviving Corporation"). The Merging Corporation and the Surviving Corporation are sometimes collectively referred to herein as the "Constituent Corporations."

It is the firm belief of both constituent corporations that it is the will of our Lord Jesus Christ to enter into this Agreement and Plan of Merger.

The Merging Corporation and the Surviving Corporation desire to effect a merger (the "Merger") of the Merging Corporation with and into the Surviving Corporation as provided in this Agreement. The Board of Directors or SESSION of the Constituent Corporations after much prayer have approved the Merger in accordance with Section 617.1103(1) of the Florida Not for Profit Corporation Act (the "Act"). Members of the Constituent Corporations are not entitled to vote on the Plan of Merger. This Agreement sets forth a Plan of Merger pursuant to the provisions of the Act.

The Constituent Corporations are organized for the purpose of owning and operating churches for the Glory of Our Lord in our respective communities with missions to share and teach the Christian faith and to spread the Gospel of Jesus Christ as revealed through the Holy Scriptures of communication, whether visual, verbal or written. Both entities firmly believe it is the Will of our Heavenly Father, our Lord Jesus Christ, and the Holy Spirit to merge.

NOW, THEREFORE, in consideration of the premises and of the mutual covenants, agreements, and conditions set forth herein, the parties hereto do hereby agree as follows:

SECTION 1. TERMS AND CONDITIONS OF MERGER AND MODE OF CARRYING MERGER INTO EFFECT.

(a) At the Effective Time (as defined in Section 4 of this Agreement) of the Merger, the Merging Corporation shall merge into the Surviving Corporation.

(b) Pursuant to the Merger, the articles of incorporation, including Amendments, of the Surviving Corporation (the "Articles") shall be the articles of incorporation of the Surviving Corporation until otherwise amended or repealed in accordance with applicable law.

(c) Pursuant to the Merger, the bylaws, including amendments, of the Surviving Corporation (the "Bylaws") shall be the bylaws of the Surviving Corporation until otherwise amended or repealed in accordance with applicable law.

(d) From and after the Effective Time, the directors, trustees, elders, and officers (members of SESSION) of the Surviving Corporation as of the Merger shall remain, directors, trustees, elders, and officers (members of SESSION) until their respective successors are duly elected or appointed and qualified in the manner provided in the Articles and Bylaws of the Surviving Corporation, or as otherwise provided by law.

(e) The established church offices, facilities, and parsonages of the Merging Corporation immediately prior to the Effective Time, including the real property described in Exhibit A attached hereto (the "*St. Mark's Church Property*"), shall continue as offices and facilities of the Surviving Corporation after the Effective Time. At and after the Effective Time, the separate corporate existence of the Merging Corporation shall cease.

(f) All assets and property (including, without limitation, the St. Mark's Church Property, real, personal, and mixed, tangible, and intangible, rights to gifts and bequests, choses in action, rights, and credits) then owned by each of the Constituent Corporations, or which would inure to the benefit of either of such Constituent Corporations, shall immediately, by operation of law and without any conveyance, transfer or further action, become the assets and property of the Surviving Corporation. The Surviving Corporation shall be deemed to be a continuation of each of the Constituent Corporations and shall succeed to the rights and obligations of each respective Constituent Corporation, and to the duties and liabilities connected therewith.

(g) All rights of creditors and all liens upon the property of either of the Constituent Corporations shall be preserved unimpaired by the Merger, and all debts, liabilities, obligations, and duties of either of the Constituent Corporations shall, at the Effective Time, become the responsibility and liability of the Surviving Corporation, and may be enforced against it to the same extent as if said debts, liabilities, obligations, and duties had been incurred or contracted by it. The material operating liabilities, debts, obligations, or expenses of the Merging Corporation as of the Effective Time are described in Exhibit B attached hereto. Note: this specifically includes the outstanding indebtedness held by the Small Business Administration (SBA) LOAN #6248767806

which took place on June 6, 2020, for a loan amount of \$40,000.00 which has been recently paid off but noted herein for memorializing purposes.

This also specifically includes the current outstanding mortgage indebtedness Loan #303-25576364 held by the Republic Bank 9037 US Highway 19 Port Richey, FL 34668 on St. Mark's Church Property. The Surviving Corporation will assume the liabilities attached with the mortgage held by Republic Bank loan number #303-25576364.

All corporate acts, policies, arrangements, approvals, and authorizations of the Merging Corporation, its members, board of directors, trustees, officers, elders, and agents, and members in SESSION, which were valid and effective immediately prior to the Effective Time, shall be taken for all purposes as the acts, policies, arrangements, approvals, and authorizations of the Surviving Corporation and shall be as effective and binding thereon as the same were with respect to the Merging Corporation.

SECTION 2. CHURCH MEMBERSHIP.

As of the date of this Agreement, all members of the Constituent Corporations shall become members of the Surviving Corporation.

SECTION 3. CONDITIONS OF MERGER.

Effectuation of the Merger and the other transactions herein provided is conditioned on the following:

The Merger shall have received approval of the SESSION of the Merging Corporation and the SESSION of the Surviving Corporation in the manner required by the Act, the respective articles of incorporation, and the respective bylaws of the Constituent Corporations. Both Constituent Corporations declare and affirm their memberships are not required or entitled to vote on the merger.

SECTION 4. FILING AND EFFECTIVE TIME.

If all the conditions to the Merger set forth in Section 3 of this Agreement shall have been fulfilled in accordance herewith and this Agreement shall not have been terminated as provided in Section 6 of this Agreement, the Surviving Corporation and the Merging Corporation shall cause articles of merger ("Articles of Merger") meeting the requirements of the Act, to be properly executed and filed with the Department of State of the State of Florida. The Merger shall become effective on such date and time as is agreed upon in writing by the Surviving Corporation and the Merging Corporation and specified in the Articles of Merger (the "Effective Time"). In no event shall the Effective Time be a date later than that permitted by the Act. It is agreed between the constituent corporations that the effective date shall be the filing date of the merger.

SECTION 5. FURTHER ASSURANCES.

Prior to the Effective Time, each of the Constituent Corporations shall take all such actions as shall be necessary or appropriate to effectuate the Merger. In case at any time after the Effective Time the Surviving Corporation shall determine that any further conveyance, assignment, or other documents or any further action is necessary or desirable to vest in or confirm to the Surviving Corporation full title to all the properties, assets, rights, privileges and franchises of the Merging Corporation, the directors, trustees, elders, and officers (members of SESSION) of the Surviving Corporation, in the name and on behalf of each of the Constituent Corporations, shall be authorized to execute and deliver all such instruments and take all such action in the name and on behalf of each of the Constituent Corporations as may be necessary or desirable in order to vest in and confirm to the Surviving Corporation title to and possession of all such properties, assets, rights, privileges, and franchises, and otherwise to carry out the purposes of this Agreement.

SECTION 6. TERMINATION AND AMENDMENT.

(a) At any time prior to the Effective Time, this Agreement may be terminated by the mutual consent of the SESSION of the Merging Corporation and Surviving Corporation, respectively. In the event this Agreement is so terminated, it shall be of no further force or effect and there shall be no liability by reason of this Agreement or its termination on the part of either of the Constituent Corporations or of their respective directors, trustees, officers, elders, employees, agents, members, or incorporators. However, ONCE the executed documents are received by the Church Legal Center (CLC) from the constituent corporations CLC is hereby authorized in good faith to proceed and file the merger documents with the State of Florida Division of Corporations to effectuate the merger.

(b) This Agreement represents the entire agreement between the parties hereto with respect to the subject matter hereof and may be amended only by a writing executed by both parties. The Constituent Corporations may, by written agreement between them, amend, modify, or supplement this Agreement at any time prior to the Effective Time.

SECTION 7. CONSTRUCTION OF TERMS. All provisions and any variations thereof used herein shall be deemed to refer to the masculine, feminine, neuter, singular, or plural as the identity of such person or persons shall require.

SECTION 8. GOVERNING LAW AND JURISDICTION. This Agreement shall be governed by the laws of the State of Florida. Jurisdiction lies in Hernando County, Florida.

SECTION 9. COUNTERPARTS TO AGREEMENT. This Agreement may be executed in any number of counterparts, each of which shall be an original, but all such counterparts shall together constitute but one and the same instrument.

SECTION 9. COUNTERPARTS TO AGREEMENT. This Agreement may be executed in any number of counterparts, each of which shall be an original, but all such counterparts shall together constitute but one and the same instrument.

Each of the Constituent Corporations has caused this Agreement to be duly executed on its behalf by its officers thereunto duly authorized and attesting, as of the date first above written.

**ST. MARK'S PRESBYTERIAN CHURCH OF
BAYONET POINT, INC.,**
a Florida not for profit corporation

By: Rev. Kaaren Nesmith
REV. KAAREN S. NESMITH,
MODERATOR

By: Elizabeth Bayron
ELIZABETH BAYRON,
CLERK OF SESSION

By: Deneen Kerrigan
DENEEN KERRIGAN,
PRESIDENT

By: Margaret Rickard
MARGARET RICKARD,
SECRETARY

**RESOLVED APPROVING PLAN OF MERGER BY THE BOARD OF
DIRECTORS/ELDERS/TRUSTEES (MEMBERS OF SESSION):**

ST. MARK'S PRESBYTERIAN CHURCH OF BAYONET POINT, INC.,
A Florida Non-Profit corporation,

By: Catherine Kiddle

/Director/Elders/Trustee

By: Wayne Valley

Director/Elders/Trustee

By: JW Mch

Director/Elders/Trustee

**GRACE PRESBYTERIAN CHURCH OF
SPRING HILL, INC.,**
a Florida not for profit corporation

By: Rev. Kaaren S. Nesmith
REV. KAAREN S. NESMITH,
MODERATOR

By: Elizabeth Bayron
ELIZABETH BAYRON,
CLERK OF SESSION

By: P. Werner
PETER WERNER,
PRESIDENT

By: Elizabeth Bayron
ELIZABETH BAYRON,
SECRETARY

**RESOLVED APPROVING PLAN OF MERGER BY THE BOARD OF
DIRECTORS/ELDERS/TRUSTEES (MEMBERS OF SESSION):**

GRACE PRESBYTERIAN CHURCH OF SPRING HILL, INC.,
A Florida Non-Profit corporation,

By: Suzanne Seubert

Director/Elder/Trustee

By: Paula C. Morton

Director/Elder/Trustee

By: P.B. Werner

Director/Elder/Trustee

Exhibit A

Description of the St. Mark's Church Real Estate Property

The real property located at 7922 State Road 52 Hudson, FL 34667

10-25-16-0050-00100-0000

Assessed in Section 10, Township 25 South, Range 16 East
of Pasco County, Florida

PORT RICHEY LAND COMPANY SUB PB 1 PGS 60 & 61 PORTION OF
TRACT 1 & VACATED R/W ON EAST SIDE PER 938 PG 817 DESC AS COM
AT NE CORNER OF SEC 10 TH S00DG 01' 41"E 50 FT FOR POB TH S00DG
01' 41"E 660 FT TH S89DG 52' 18"W 410 FT TH N00DG 01' 41"W 660 FT
TO SOUTH LINE OF EXISTING R/W OF SR 52 TH N89DG 52' 18"E 410 FT
TO POB EXC THE NLY 27.00 FT THEREOF FOR ADDITIONAL SR 52 R/W
OR 969 PG 1214

More formal legal description as described in Official Records 969, Page 1215:

A portion of Trace 1 of Port Richey Land Company Subdivision of Section 10, Township 25 South, Range 16 East, as recorded in Plat Book 1, pages 60 and 61 of the Public Records of Pasco County, Florida, being further described as follows: Commence at the Northeast corner of Section 10; run along the East line of said Section 10, South 0° 01' 41" East, a distance of 50 feet for a Point of Beginning; thence continue along the East line of said Section 10, South 0° 01' 41" East, a distance of 670 feet; thence South 89° 52' 18" West, a distance of 410 feet; thence North 0° 01' 41" West, a distance of 670 feet to the South line of the existing right-of-way line of State Road 52; thence North 89° 52' 18" East, along said right-of-way line a distance of 410 feet to the Point of Beginning, LESS the South 10 feet thereof.

Plus, fixtures and personalty.

Exhibit B

Material operating liabilities, debts, obligations, or expenses

1. **Secured Disaster Loan with the Small Business Administration (SBA) Loan #6248767806.** This specifically includes the outstanding indebtedness held by the Small Business Administration (SBA) LOAN # 6248767806 which took place on June 6, 2020, for a loan amount of \$40,000.00. **The Surviving Corporation will assume the liabilities attached with the loan and Secured Disaster Loan Note which was recently paid off.**
2. A Promissory Note was executed on November 8, 2020, from ST. MARK'S PRESBYTERIAN CHURCH OF BAYONET POINT, INC., Bay Life to **Republic Bank Loan #303-25576364** in the amount of \$660,000.00. **The Surviving Corporation will assume the liabilities attached with the loan.**