

NO8966

STEPHEN T. ALLISON
ATTORNEY AT LAW

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September 10, 1998

Secretary of State
Division of Corporations
P. O. Box 6327
Tallahassee, Florida 32314

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-09/14/98--01052--001
*****70.00 *****70.00

Re: Articles of Merger
Lion's Roar International, Inc.
Warriors Home Church, Inc.

FILED
98 SEP 30 AM 8:12
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

Dear Sir:

Enclosed please find original and one copy of Articles of Merger with Agreement and Plan of Merger attached. I have also enclosed my check for \$70.00 being \$35.00 for each corporation involved.

If you would, please file the same and return a file marked copy of the Articles of Merger. If there are any further questions in this regard, do not hesitate to contact me.

Thank you for your kind attention to this matter.

Sincerely,

Stephen T. Allison

VS OCT 2 1998

~~VS OCT 1 1998~~

Merger & N/C

ARTICLES OF MERGER:
Merger Sheet

MERGING: -----

LION'S ROAR INTERNATIONAL, INC., a Florida corporation, N98000002389

INTO

WARRIORS HOME CHURCH, INC. which changed its name to

LION'S ROAR INTERNATIONAL, INC., a Florida corporation, N08966.

File date: September 30, 1998

Corporate Specialist: Velma Shepard



FLORIDA DEPARTMENT OF STATE
Sandra B. Mortham
Secretary of State

September 22, 1998

STEPHEN T. ALLISON
357 MURPHY HWY., STE. 4
BLAIRSVILLE, GA 30512

SUBJECT: WARRIORS HOME CHURCH, INC.
Ref. Number: N08966

We have received your document for WARRIORS HOME CHURCH, INC. and your check(s) totaling \$70.00. However, the enclosed document has not been filed and is being returned for the following correction(s):

The merger forms you submitted were for a cross entity filing.

Articles of Merger for a non profit corporation are filed pursuant to section 617.1105, Florida Statutes. Enclosed is a copy of chapter 617, Florida Statutes. Please refer to section 617.1101 through 617.1107, Florida Statutes, which may pertain to the corporations involved in the merger.

The merger must contain the appropriate approval: If the members have voting rights, as to each corporation:

- (1) the date of the meeting of members at which the plan of merger was adopted
- (2) a statement that the number of votes cast for the merger was sufficient for approval, and
- (3) the vote on the plan - or a statement that such plan was adopted by written consent and executed in accordance with section 617.0701, Florida Statutes.

When there are no members entitled to vote, as to each corporation:

- (1) a statement that there are no members or members entitled to vote,
- (2) the date of adoption of the plan by the board of directors, and
- (3) the number of directors then in office and the vote for the plan.

Please return your document, along with a copy of this letter, within 60 days or your filing will be considered abandoned.

If you have any questions concerning the filing of your document, please call (850) 487-6909.

Velma Shepard
Corporate Specialist

Letter Number: 098A00047922

*Rec'd
9/30*

STEPHEN T. ALLISON
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P. O. Box 2012
Blairsville, Georgia 30514-2012
(706) 745-2210
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Email: vmi-law@stc.net

September 28, 1998

Secretary of State
Division of Corporations
P. O. Box 6327
Tallahassee, FL 32314
Attn: Velma Shepard
Corporate Specialist

Re: Lion's Roar International, Inc.
Warrior's Home Church. Inc.


Dear Ms. Shepard:

Enclosed please find an original and one copy of the Articles of Merger with Agreement and Plan of Merger attached for the above church and ministry together with your letter of September 22.

If you would, please file and return a file marked copy to me.

Thank you for your kind attention to this matter.

Sincerely,


Stephen T. Allison

FILED
98 SEP 30 AM 8:12
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

ARTICLES OF MERGER
OF
LION'S ROAR INTERNATIONAL, INC.
a Florida not-for-profit corporation
WITH AND INTO
WARRIOR'S HOME CHURCH, INC.
a Florida not-for-profit corporation

(Under Section 617 of the Florida Statutes

The following Articles of Merger are being submitted in accordance with sections 617.1101-617.1105 Florida Statutes.

FIRST: The **merging corporation** is Lion's Roar International, Inc., 1015 Glenspring Drive, Winter Garden, Florida 34777, a Florida not-for-profit corporation with Registration #N98000002389.

SECOND: The **surviving corporation** is Warrior's Home Church, Inc., 1146 Plant Street, Winter Garden, Florida 34787, a Florida not-for-profit corporation with Registration #N08966 and FEI# 59-2525611.

THIRD: The attached Agreement and Plan of Merger meets the requirements of section 617.1103 Florida Statutes, and was approved by each not-for-profit corporation that is a party to the merger in accordance with section 617 Florida Statutes.

FOURTH: Pursuant to the Agreement and Plan of Merger, the surviving corporation shall continue its corporate existence under the name "LION'S ROAR INTERNATIONAL, INC.".

FIFTH: The merging corporation, Lion's Roar International, Inc. had no members entitled to vote. On August 31, 1998, the Board of Directors being four (4) in number, voted unanimously to adopt the Agreement and Plan of Merger attached hereto.

SIXTH: The surviving corporation, Warrior's Home Church, Inc. had no members entitled to vote. On August 31, 1998, the Board of Directors being four (4) in number, voted unanimously to adopt the Agreement and Plan of Merger attached hereto.

SEVENTH: The merger is permitted under section 617 Florida Statutes and is not prohibited by the Articles of Incorporation and/or Bylaws of the merging and surviving corporations.

EIGHTH: The merger will not prejudice any creditors of either the merging or surviving corporations.

NINTH: The merger shall become effective as of:

The date the Articles of Merger are filed with Florida Department of State


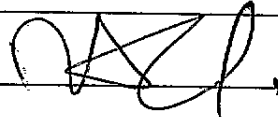

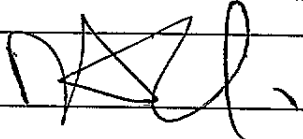
OR

(Enter specific date. NOTE: Date cannot be prior to the date of filing.)

TENTH: The Articles of Merger comply and were executed in accordance with the laws of each party's applicable jurisdiction.

ELEVENTH: SIGNATURE(S) FOR EACH PARTY:

(Note: Please see instructions for required signatures.)

<u>Name of Entity</u>	<u>Signature(s)</u>	<u>Typed or Printed Name of Individual</u>
Warrior's Home Church, Inc.		David D. Braland President
Warrior's Home Church, Inc.		David Antommarchi Secretary
Lion's Roar International Inc.		David D. Braland President
Lion's Roar International Inc.		David Antommarchi Secretary

(Attach additional sheet(s) if necessary)

AGREEMENT AND PLAN OF MERGER
OF
LION'S ROAR INTERNATIONAL, INC.
a Florida not-for-profit corporation
WITH AND INTO
WARRIOR'S HOME CHURCH, INC.
a Florida not-for-profit corporation

Agreement and Plan of Merger made August 31, 1998, between Lion's Roar International, Inc., a corporation organized and existing under the laws of the State of Florida, having its principal office at 301 N. Tubb Street, Suite A, Oakland, Orange County, Florida (the "Merged Corporation"), and Warrior's Home Church, Inc., a corporation organized and existing under the laws of the State of Florida, having its principal office at 1146 East Plant Street, Winter Garden, Orange County, Florida, (the "Surviving Corporation").

RECITALS

The boards of directors of the Merged Corporation and Surviving Corporation, there being no members entitled to vote, deem it desirable and in the best interest of the organizations that the Merged Corporation shall be merged with and into the Surviving Corporation (the "Merger"), with the Surviving Corporation as the Surviving Corporation, which shall continue its corporate existence under the name of "LION'S ROAR INTERNATIONAL, INC." The terms and conditions of said Merger are hereby agreed upon and the manner of carrying the same into effect shall be as follows:

1. On the date and time when the Merger becomes effective (the "Effective Date"), the separate existence of the Merged Corporation shall cease and the Merged Corporation shall be merged, pursuant to section 617.1103 of the Florida not-for-profit Corporation code (the "Florida Code"), with and into the Surviving Corporation, which shall continue its corporate existence under the name " LION'S ROAR INTERNATIONAL, INC." and shall be the corporation surviving the Merger. The Merger shall become effective at the date and time that the Articles of Merger with respect with the Merger are duly filed in accordance with the Florida Code.
2. The acts and things required to be done by the Florida Code in order to make this Agreement and Plan of Merger effective shall be attended to and be done by the proper officers of the organizations as soon as practicable.
3. The Surviving Corporation shall be governed by Florida law. The Articles of Incorporation of the Surviving Corporation shall on the effective date of the merger remain the Articles of Incorporation of the Surviving Corporation.
4. The By-Laws of Warrior's Home Church, Inc. as in effect immediately prior to the effectiveness of the Merger, shall be the Bylaws of the Surviving Corporation, until the same shall be thereafter be altered, amended or repealed in accordance with law, the Articles of Incorporation and said Bylaws.
5. The directors and officers of Warrior's Home Church, Inc. and Lion's Roar International, Inc. immediately prior to the effectiveness of the Merger shall be the directors and officers of the Surviving Corporation, until removed or replaced in accordance with law, The Articles of Incorporation and By-Laws of the Surviving Corporation to be amended.

6. Upon the Merger becoming effective, the surviving corporation shall possess all of the rights privileges, immunities, powers and franchises, of a public nature as well as of a private nature, of each of the Surviving Corporation and the Merged Corporation; and all property , real, personal, and mixed, and all debts due on whatever account, and all other choices in action, and each and every other interest of or belonging to or due to the Merged Corporation or the surviving Corporation theretofore shall be taken and deemed to be transferred to and vested in the surviving Corporation without further act or deed; and the title to any real estate, or any interest therein, vested in the Merged Corporation or the Surviving Corporation shall not revert or be in any way impaired by reason of such Merger; and the Surviving Corporation shall thenceforth be responsible and liable for all the liabilities and obligations of each of Merged Corporation and the Surviving Corporation; and any claim existing or action or proceeding pending by or against any of such corporations may be prosecuted as if such Merger had not taken place, or the Surviving Corporation may be substituted in its place; and neither the rights of creditors nor any liens upon the property of the Merged Corporation or the surviving corporation shall be impaired by such Merger.

7. If at any time the Surviving Corporation shall consider or be advised that any further assignments or assurances in law or any things are necessary or desirable to vest in such corporation, according to the terms hereof, the title to any property or rights of the Merged Corporation, then the proper officers and directors of the Merged Corporation shall and will execute and deliver all such proper deeds, assignments and assurances in law and do all things necessary or proper to vest, Perfect or confirm title to such property or rights in the Surviving Corporation and otherwise to carry out the purpose of this Agreement and Plan of Merger.

8. There shall be required for the adoption of this Agreement and Plan of Merger the affirmative vote of at least a majority of all of the members of the Board of Directors of the Merged Corporation and the affirmative vote of at least a majority of all of the members of the Board of Directors of the Surviving Corporation.

9. Anything herein or elsewhere to the contrary notwithstanding, this Agreement and Plan of Merger may be terminated and abandoned, by either the Surviving Corporation or by the Merged Corporation by appropriate resolution of its board of directors at any time prior to the Effective Date of the Merger.

10. This Agreement and Plan of Merger may be executed in any number of counterparts, each of which shall be an original, but all such counterparts shall constitute but one and the same instrument.

11. This Agreement and Plan of Merger may not be amended, supplemented, cancelled or discharged, except by written instrument executed by the party affected thereby.

12. The rights and obligations of this Agreement and Plan of Merger shall bind and inure to the benefit of any successor or successors of the Surviving Corporation by reorganization, or merger.

IN WITNESS WHEREOF, each of the organizations has caused this Agreement and Plan of Merger to be signed by its President, and attested to by its Secretary, under seal, as of this 31st day of August, 1998.

"Merged Corporation"

LION'S ROAR INTERNATIONAL, INC., an Florida not-for-profit Corporation

By: David W. Baland
President

Attest: [Signature]
Secretary

[CORPORATE SEAL]

"Surviving Corporation"

WARRIOR'S HOME CHURCH, INC., an Florida not-for-profit corporation

By: David W. Baland
President

Attest: [Signature]
Secretary

[CORPORATE SEAL]