

N18116

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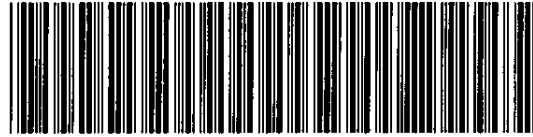
(Business Entity Name)

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TALLAHASSEE, FLORIDA

Merger

S. Scudette JUN 17 2008

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DATE: 06-16-08

NAME: SANFORD CHRISTION SHARING SENTER, INC

TYPE OF FILING: MERGER

COST: \$78.75

RETURN: CERTIFIED COPY

ACCOUNT: FCA000000015

AUTHORIZATION: ABBIE/PAUL HODGE

Abbie Hodge

This instrument prepared by and return to:

Jeffrey E. Decker, Esq.
BAKER & HOSTETLER LLP
200 South Orange Avenue
SunTrust Center, Suite 2300
Post Office Box 112
Orlando, Florida 32801
(407) 649-4000

FILED
08 JUN 17 PM 12:13
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

STATE OF FLORIDA
ARTICLES OF MERGER
OF
SANFORD CHRISTIAN SHARING CENTER, INC.
(a Florida not for profit corporation)
INTO
THE CHRISTIAN SHARING CENTER, INC.
(a Florida not for profit corporation)

Pursuant to Section 617.1105, *Florida Statutes*, the undersigned entities adopt the following Articles of Merger. The name of the surviving company, upon the effective date of merger, will be THE CHRISTIAN SHARING CENTER, INC., a Florida not for profit corporation, whose address is 600 North Highway 17-92, Suite 158, Longwood, Florida 32750.

ADOPTION OF AGREEMENT

On the 28th day of May, 2008, the Board of Directors of SANFORD CHRISTIAN SHARING CENTER, INC., a Florida not for profit corporation ("Sanford"), Florida Document Number 738813, whose address is Post Office Box 762, Sanford, Florida 32772, adopted and approved by unanimous written consent the Agreement and Plan of Merger (as defined below) in accordance with the applicable provisions of Chapter 617, *Florida Statutes*. On the 23rd day of May, 2008, the Board of Directors and the members of THE CHRISTIAN SHARING CENTER, INC., a Florida not for profit ("Christian"), Florida Document Number N18116, whose address is 600 North Highway 17-92, Suite 158, Longwood, Florida 32750, adopted and approved by joint unanimous written consent the Agreement and Plan of Merger in accordance with the applicable provisions of Chapter 617, *Florida Statutes*.

AGREEMENT AND PLAN OF MERGER

The Agreement and Plan of Merger adopted and approved by Sanford and Christian is attached hereto as Exhibit "A" (the "Agreement and Plan of Merger"). The attached Agreement and Plan of Merger meets the requirements of 617.1101 and 617.1103, *Florida Statutes*, and was approved by each domestic not for profit corporation that is a party to the merger in accordance with Chapter 617, *Florida Statutes*.

The merger is approved under the laws of the State of Florida and is not prohibited by the regulations or articles of incorporation of any not for profit corporation that is a party to the merger. The Articles of Merger comply and were executed in accordance with the laws of each party's applicable jurisdiction.

EFFECTIVE DATE

The merger of the undersigned entities will become effective as of the filing of the Articles of Merger with the Florida Secretary of State.

Dated: May 23 2008.

SANFORD CHRISTIAN SHARING CENTER, INC., a
Florida not for profit corporation

[Signature]
Witness

By: [Signature]
Name: HARVEY VAN DUSEN
Title: PRESIDENT

[Signature]
Witness

THE CHRISTIAN SHARING CENTER, INC., a
Florida not for profit corporation

[Signature]
Witness

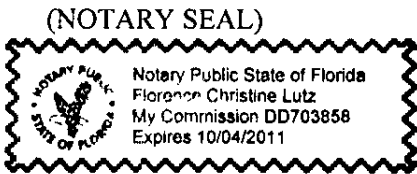
By: [Signature]
Name: Lynn Goody
Title: Chair of Board

[Signature]
Witness

State of Florida)
)ss.
County of Seminole)

The foregoing instrument was acknowledged before me this 23 day of May, 2008 by Harvey Vandusen, as President of, and on behalf of SANFORD CHRISTIAN SHARING CENTER, INC., a Florida not for profit corporation. He/She is personally known to me or has produced FLORIDA DRIVER'S LICENSE as identification.

Florence Christine Lutz
(Notary Signature)



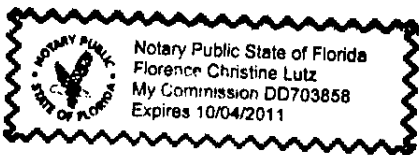
Florence Christine Lutz
(Notary Name Printed)
NOTARY PUBLIC
Commission No. DD 703858

State of Florida)
)ss.
County of Seminole)

The foregoing instrument was acknowledged before me this 23 day of May, 2008 by Tim Godby, as Chairman of Board of, and on behalf of THE CHRISTIAN SHARING CENTER, Inc., a Florida not for profit corporation. He/She is personally known to me or has produced personally known as identification.

Florence Christine Lutz
(Notary Signature)

(NOTARY SEAL)



Florence Christine Lutz
(Notary Name Printed)
NOTARY PUBLIC
Commission No. DD 703858

Exhibit "A"

Agreement and Plan of Merger

009900, 000080, 102084311.6

AGREEMENT AND PLAN OF MERGER

This Agreement and Plan of Merger (this "Plan of Merger") is made this 23rd day of May, 2008, by and among SANFORD CHRISTIAN SHARING CENTER, INC., a Florida not for profit corporation ("Sanford"), and THE CHRISTIAN SHARING CENTER, INC., a Florida not for profit corporation ("Christian").

WITNESSETH:

WHEREAS, Sanford and Christian have been presented with a proposal whereby Sanford will be merged with and into Christian, with Christian being the surviving corporation; and

WHEREAS, the Board of Directors of Sanford and the Board of Directors and the members of Christian deem it advisable, for the benefit of Sanford and Christian, that Sanford be merged with and into Christian, with Christian as the surviving corporation, pursuant to the provisions of the Florida Not For Profit Corporation Act (the "Act"); and

WHEREAS, the Board of Directors and the members of Christian and the Board of Directors of Sanford have approved and adopted this Plan of Merger in accordance with Section 617.1103, Florida Statutes, and the merger described herein by joint unanimous written consent of the directors and members of Christian and unanimous written consent of the directors of Sanford, each dated as of the date hereof.

NOW, THEREFORE, for the purpose of prescribing the terms and conditions of the merger and such other details and provisions as are deemed necessary or advisable, Sanford and Christian hereby set forth the terms of the merger as follows:

1. Merger. The names of the entities which are to be merged are SANFORD CHRISTIAN SHARING CENTER, INC., a Florida not for profit corporation, and THE CHRISTIAN SHARING CENTER, INC., a Florida not for profit corporation (collectively the "Merged Entities"). In accordance with the provisions of the Act, at the Effective Date (as hereinafter defined), Sanford shall be merged with and into Christian and Christian shall be the surviving corporation (hereinafter, the "Survivor") and as such shall continue to be governed by the laws of the State of Florida.

2. Continuation of Existence. The existence and identity of Survivor, with all its purposes, powers, franchises, privileges, rights and immunities, shall continue unaffected and unimpaired by the merger and the corporate existence and identity of Sanford with all its purposes, powers, franchises, privileges, rights and immunities, at the Effective Date shall be merged with and into that of Christian and Survivor shall be vested fully therewith and the separate existence and identity of Sanford shall thereafter cease, except to the extent continued by statute and this Agreement and Plan of Merger.

3. Property. At the Effective Date, any and all property, real, personal and mixed, of any of the Merged Entities, including the real property described on Exhibit "A" attached hereto, and all debts due, as well as other things and causes of action belonging to any of the Merged Entities, shall be vested in Christian, and shall thereafter be the property of Christian as if it were Sanford, and the title to any real property vested by deed or otherwise, shall not revert or be in any way impaired by reason of the merger but, rather shall immediately vest in Christian without further action by Christian. All rights of creditors and all liens upon any property of any of the Merged Entities shall be preserved unimpaired, and all debts, liabilities and duties of any of the Merged Entities that have merged shall attach to Christian and may be

enforced against Christian to the same extent as if the debts, liabilities and duties had been incurred or contracted by Christian.

4. Effective Date. The merger shall become effective (the "Effective Date") upon the filing of the Articles of Merger with the Florida Secretary of State.

5. Company Governance.

a. The Articles of Incorporation of Christian, as in effect on the Effective Date, as the same may be amended from time to time, shall continue in full force and effect and shall be the Articles of Incorporation of the Survivor.

b. The Bylaws of Christian, as in effect on the Effective Date, as the same may be amended from time to time, shall continue in full force and effect and shall be the Bylaws of the Survivor.

c. The officers and directors of Christian immediately preceding the Effective Date shall be the persons holding such positions for Survivor as of and immediately following the Effective Date.

6. Tax Returns and Other Required State or Federal Filings. As of the Effective Date, all federal and state tax returns and other state or federal filings required to be filed by Sanford (the "Filings") shall become the responsibility of Christian, and Christian shall take any and all actions necessary to cause the Filings to be filed with the appropriate governmental agency. Such Filings include, but are not limited to, Sanford's final Form 990 to be filed with the Internal Revenue Service and notification to Florida's Department of Agriculture, Division of Consumer Services, that as of the Effective Date Sanford will cease to exist for purposes of soliciting charitable contributions.

7. Sanford's Approval of Merger. Sanford represents to Christian that it has no members and is comprised solely of voting directors. All of the directors of Sanford have unanimously approved this merger as reflected by that certain Unanimous Written Consent of all the Board of Directors dated ^{May} 28th, 2008.

8. Indemnification. Each director of Sanford jointly and severally covenants and agrees to indemnify, defend and hold Christian harmless from and against any and all cost, expense, loss, damage or liability of any nature whatsoever in any manner arising, incurred or connected with, or any claim, suit, demand, loss, judgment, order, liability, cost or expense (including, without limitation, reasonable attorneys' and paralegals' fees and costs) arising from or related to any actions of Sanford or the members of Sanford prior to the Effective Date (including, without limitation, any action arising out of any material misrepresentations or omissions in the representations and warranties given by Sanford, and relied upon by Christian, as consideration for entering into the transaction contemplated herein).

[SIGNATURES APPEAR ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties have executed this Plan of Merger as of the day and year first above written.

SANFORD CHRISTIAN SHARING CENTER,
INC., a Florida not for profit corporation

Jack H. Oster
Witness

T De La Cour
Witness

By: Harvey Van Dusen
NAME: HARVEY VAN DUSEN
TITLE: PRESIDENT

Tom Warren
Witness

THE CHRISTIAN SHARING CENTER, INC.,
a Florida not for profit corporation

By: T A Godby
NAME: Tim A Godby
TITLE: Chair of Board

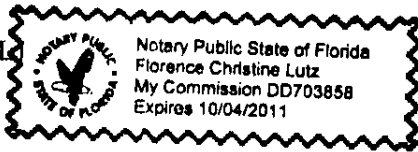
Angela M. Romo
Witness

State of Florida)
)ss.
County of Seminole)

The foregoing instrument was acknowledged before me this 23 day of May, 2008 by HARVEY VAN OUSEN, as PRESIDENT of, and on behalf of SANFORD CHRISTIAN SHARING CENTER, INC., a Florida not for profit corporation. He/She is personally known to me or has produced FLORIDA DRIVER LICENSE as identification.

Florence Christine Lutz
(Notary Signature)

(NOTARY SEAL)



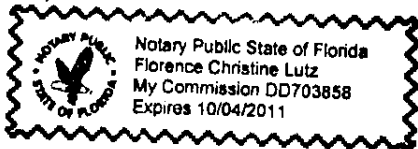
Florence Christine Lutz
(Notary Name Printed)
NOTARY PUBLIC
Commission No. DD703858

State of Florida)
)ss.
County of Seminole)

The foregoing instrument was acknowledged before me this 23 day of May, 2008 by Tim A. Godby, as Chairman of Board of, and on behalf of THE CHRISTIAN SHARING CENTER, INC., a Florida not for profit corporation. He/She is personally known to me or has produced PERSONALLY KNOWN as identification.

Florence Christine Lutz
(Notary Signature)

(NOTARY SEAL)



FLORENCE CHRISTINE LUTZ
(Notary Name Printed)
NOTARY PUBLIC
Commission No. DD703858

Exhibit "A"

REAL PROPERTY

Property Address: 515 Poinsetta Avenue, Sanford, Florida 32773, and more specifically described as:

Lot 16 (LESS the North 20 feet for road) and all of Lot 17, Block 3, PALM TERRACE, as recorded in Plat Book 4, Pages 82 and 83, of the Public Records of Seminole County, Florida.

Parcel Number: 06-20-31-502-0300-0160