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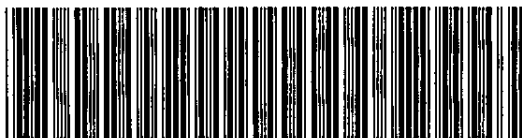
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Mr. R. White
NOV 17 2015
R. White

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COVER LETTER

TO: Amendment Section
Division of Corporations

SUBJECT: Child Evangelism Fellowship of Florida, 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:

Jennifer M. Taylor
(Contact Person)

Taylor Law Firm P.A.
(Firm/Company)

420 S. Lawrence Blvd.
(Address)

Keystone Heights, FL 32656
(City/State and Zip Code)

For further information concerning this matter, please call:

Jennifer M. Taylor At (352) 473-8088
(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)

STREET ADDRESS:

Amendment Section
Division of Corporations
Clifton Building
2661 Executive Center Circle
Tallahassee, Florida 32301

MAILING ADDRESS:

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

ARTICLES OF MERGER 15 NOV 12 11:10:37
FOR THE MERGER

of

CHILD EVANGELISM FELLOWSHIP OF NORTH CENTRAL FLORIDA, INC.,
a Florida not for profit corporation,

into

CHILD EVANGELISM FELLOWSHIP OF FLORIDA, INC.,
a Florida not for profit corporation
(the Surviving Corporation)

The following articles of merger are submitted in accordance with the Florida Business Corporations Not For Profit Act, pursuant to section 617.1105, F.S.

1. The name of the surviving corporation is Child Evangelism Fellowship of Florida, Inc., a Florida not for profit corporation.
2. The name of the merging entity is Child Evangelism Fellowship of North Central Florida, Inc., a Florida not for profit corporation.
3. Child Evangelism Fellowship of North Central Florida, Inc. has no members.
4. Attached hereto is a copy of the Agreement and Plan of Merger.
5. The merger shall become effective at 12:01 a.m. NOVEMBER 1, 2015.
6. The Agreement and Plan of Merger was adopted by the Board of Directors of Child Evangelism Fellowship of Florida, Inc., by unanimous written consent as of MAY 30, 2015. The number of Directors in office at the time of adoption was 3.
7. The Agreement and Plan of Merger was adopted by the Board of Directors of Child Evangelism Fellowship of North Central Florida, Inc., by unanimous written consent as of OCTOBER 26, 2015. The number of Directors in office at the time of adoption was 7.

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Dated: 10/26, 2015

**CHILD EVANGELISM FELLOWSHIP OF
FLORIDA, INC.,
a Florida not for profit corporation**

By: Charles S. Martinez
Name: Charles S. Martinez
Title: Chief Operating Officer

Dated: 10/26, 2015

**CHILD EVANGELISM FELLOWSHIP OF
NORTH CENTRAL FLORIDA, INC.,
a Florida not for profit corporation**

By: Troy W. Blakely
Name: Troy W. Blakely
Title: Chairman

**AGREEMENT AND PLAN OF MERGER OF CHILD EVANGELISM FELLOWSHIP
OF NORTH CENTRAL FLORIDA, INC.
WITH AND INTO
CHILD EVANGELISM FELLOWSHIP OF FLORIDA, INC.**

Pursuant to this Agreement and Plan of Merger (the "Plan of Merger"), Child Evangelism Fellowship of North Central Florida, Inc. ("Child Evangelism of North Central Florida"), a not for profit corporation existing under the laws of Florida, shall be merged with and into Child Evangelism Fellowship of Florida, Inc. ("Child Evangelism of Florida"), a not for profit corporation existing under the laws of Florida.

**ARTICLE I
Definitions**

The capitalized terms set forth below shall have the following meanings.

"Articles of Merger" shall mean the Articles of Merger to be executed by Child Evangelism of North Central Florida and Child Evangelism of Florida in a form appropriate for filing with the Secretary of State of Florida, relating to the effective consummation of the Merger as contemplated by the Plan of Merger.

"Effective Time" shall mean the effective date set forth in paragraph 2.2 below.

"Merger" shall mean the merger of Child Evangelism of North Central Florida with and into Child Evangelism of Florida.

"Surviving Corporation" shall mean Child Evangelism of Florida after consummation of the Merger.

**ARTICLE II
The Merger**

2.1 Merger. At the Effective Time, subject to the terms and conditions of this Plan of Merger, Child Evangelism of North Central Florida shall merge with and into Child Evangelism of Florida, the separate existence of Child Evangelism of North Central Florida shall cease, and Child Evangelism of Florida (the "Surviving Corporation") shall survive and the name of the Surviving Corporation shall remain Child Evangelism Fellowship of Florida, Inc., as of the Effective Time. Child Evangelism of North Central Florida has no members, and therefore there are no provisions herein for membership conversion.

2.2 Effective Time. The Merger shall become effective on the date and at the time specified in the Articles of Merger, and in the form to be filed with the Secretary of State of the State of Florida.

2.3 Articles of Incorporation. The articles of incorporation of Child Evangelism of Florida, as in effect at the Effective Time, shall be and remain the articles of incorporation of the Surviving Corporation.

2.4 Bylaws. The Bylaws of Child Evangelism of Florida, as in effect at the Effective Time, shall continue in full force and effect as the bylaws of the Surviving Corporation until otherwise amended as provided by law or by such bylaws.

2.5 Properties and Liabilities of Child Evangelism of North Central Florida and Child Evangelism of Florida; Management. At the Effective Time, the separate existence and corporate organization of Child Evangelism of North Central Florida shall cease, and Child Evangelism of Florida shall thereupon and thereafter, to the extent consistent with applicable law and with its articles of incorporation and the changes, if any, provided by the Merger, possess all the rights, privileges, immunities, liabilities and franchises, of a public as well as a private nature, of Child Evangelism of North Central Florida without further act or deed. The directors and officers of Child Evangelism of Florida in office immediately prior to the Merger becoming effective shall be the directors and officers of the Surviving Corporation, together with such additional directors and officers as may thereafter be elected, who shall hold office until such time as their successors are elected and qualified.

ARTICLE III **Miscellaneous**

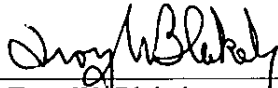
3.1 Counterparts; Entire Agreement; Severability. This Agreement may be executed in two or more counterparts which shall be deemed to constitute a single Agreement. This Agreement (together with all exhibits and documents incorporated by reference) constitutes the entire agreement between the parties and supersedes all prior agreements and understandings (whether written or oral). Any term or provision of this Agreement which is held invalid or unenforceable by a court of competent jurisdiction shall be ineffective in that jurisdiction only to the extent of that invalidity and the remainder of the Agreement shall remain in full force.

3.2 Conditions to Merger. The Merger shall be consummated as soon as practicable after receipt of the approval of the directors of both Child Evangelism of North Central Florida and Child Evangelism of Florida.

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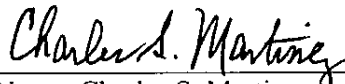
Child Evangelism of North Central Florida and Child Evangelism of Florida hereby execute this Agreement and Plan of Merger as of NOVEMBER 1, 2015.

CHILD EVANGELISM FELLOWSHIP OF
NORTH CENTRAL FLORIDA, INC., a
Florida not for profit corporation



Name: Troy W. Blakely
Position: Chairman

CHILD EVANGELISM FELLOWSHIP OF
FLORIDA, INC., a Florida not for profit
corporation



Name: Charles S. Martinez
Position: Chief Operating Officer