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COVER LETTER

TO: Amendment Section
Division of Corporations

SUBJECT: CENTERPOINT CHURCH, 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:

Ashley Ivanov, Esq. and V. Ross Spano, Esq.

(Contact Person)

Spano & Woody, P.A.

(Firm/Company)

10101 Bloomingdale Ave., Ste. 201

(Address)

Riverview, FL 33578

(City/State and Zip Code)

For further information concerning this matter, please call:

Ashley Ivanov, Esq. _____ At (813) 677-1112
(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
OF
CENTERPOINT CHURCH, INC.
A FLORIDA NOT FOR PROFIT CORPORATION
AND
NORTHBRIDGE CHURCH, INC.
A FLORIDA NOT FOR PROFIT CORPORATION

Pursuant to the provisions of the Florida Not For Profit Corporation Act, 617.1105, Florida Statutes, Centerpoint Church, Inc. and NorthBridge Church, Inc. have adopted the following articles of merger for the purpose of merging them into Centerpoint Church, Inc.

I.

The name and jurisdiction of the surviving corporation shall be:

CENTERPOINT CHURCH, INC.
A Florida Not For Profit Corporation
Hillsborough County, Florida

II.

The name and jurisdiction of each merging corporation:

NORTHBRIDGE CHURCH, INC.
A Florida Not For Profit Corporation

Document No.:
N11000003124

Pasco County, Florida

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TALLAHASSEE, FLORIDA

CENTERPOINT CHURCH, INC.

A Florida Not For Profit Corporation

Document No.:

735403

Hillsborough County, Florida

III.

The Agreement and Plan of Merger is attached hereto as Exhibit 1.

IV.

The merger shall become effective on the date the Articles of Merger are filed with the Florida Department of State.

V.

ADOPTION OF MERGER BY SURVIVING CORPORATION

The Agreement and Plan of Merger was adopted by **CENTERPOINT CHURCH, INC.** at a meeting of its members held on January 19, 2017, noticed in accordance with the bylaws, at which a quorum was present, and the Agreement and Plan of Merger received approval with 100% yes votes and 0% no votes, all votes by members present and entitled to cast a vote.

VI.

ADOPTION OF MERGER BY MERGING CORPORATION

The Agreement and Plan of Merger was adopted by **NORTHBRIDGE CHURCH, INC.** at a meeting of its members held on January 23, 2017, noticed in accordance with the bylaws, at which a quorum was present, and the Agreement and Plan of Merger received approval with 100% yes votes and 0% no votes, all votes by members present and entitled to cast a vote.

THIS SPACE INTENTIONALLY LEFT BLANK

IN WITNESS WHEREOF, the undersigned have executed these Articles of Merger on this the 26 day of January, 2017.

ATTEST:

CENTERPOINT CHURCH, INC.

Elder/Director

Title



Signature

Dale H. Golden

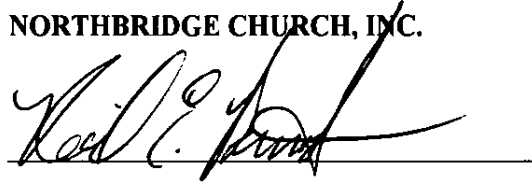
Printed Name

ATTEST:

NORTHBRIDGE CHURCH, INC.

trustee

Title



Signature

Neil F. Burden

Printed Name

Original

AGREEMENT AND PLAN OF MERGER

BETWEEN

CENTERPOINT CHURCH, INC.

AND

NORTHBRIDGE CHURCH, INC.

THIS AGREEMENT AND PLAN OF MERGER is entered into this 13TH day of FEBRUARY 2017, (hereinafter referred to as the "Agreement") by and between Centerpoint Church, Inc., a Florida Not For Profit Corporation (hereinafter referred to as "Centerpoint") and NorthBridge Church, Inc., a Florida Not For Profit Corporation (hereinafter referred to as "NorthBridge") and is submitted in compliance with section 617.1101, Florida Statutes:

WITNESSETH:

WHEREAS, Centerpoint is a not for profit corporation duly organized and validly existing under the laws of the State of Florida; and

WHEREAS, NorthBridge is a not for profit corporation duly organized and validly existing under the laws of the State of Florida; and

WHEREAS, the Boards of Directors of each aforementioned not for profit corporations deem it advisable and for the benefit of each aforementioned not for profit corporations and their respective members that NorthBridge merge itself into Centerpoint.

NOW, THEREFORE, in consideration of the premises, the mutual agreements, provisions and covenants herein contained and other good and valuable consideration, it is hereby agreed by and between the parties hereto subject to the approval and adoption of this Agreement by the respective Boards of Directors and/or members of each of the individual not for profit corporations, and subject to the conditions hereinafter set forth, that NorthBridge be merged into Centerpoint (hereinafter referred to sometimes as the "Surviving Corporation"). The terms and conditions of the merger hereby agreed upon and the mode of carrying the same into effect are and shall be as follows:

1.

The acts and things required pursuant to the Florida Not For Profit Corporation Act (hereinafter referred to as the "Act") in order to make this Agreement effective, including the submission of this Agreement to the members of NorthBridge and Centerpoint, respectively, and the filing of the Articles of Merger in the manner provided pursuant to the Act, shall be attended to and done by the proper officers of the Surviving Corporation and/or its counsel as soon as practicable.

2.

The Articles of Incorporation of Centerpoint shall, on the effective date of the merger, be the Articles of Incorporation of the Surviving Corporation. In addition to the powers conferred on it by statute, the Surviving Corporation shall have the powers set forth in the Articles of Incorporation and shall be governed by the provisions thereof. **(Articles of Incorporation of Centerpoint are attached hereto as Exhibit A).**

3.

Until altered, amended, or repealed as therein provided, the Constitution and Bylaws of Centerpoint as in effect on the effective date of the merger shall be the Constitution and Bylaws of the Surviving Corporation. **(Constitution and Bylaws of Centerpoint are attached hereto as Exhibit B).**

4.

Upon the merger contemplated herein becoming effective, the directors of the Surviving Corporation shall be as follows:

Name of Director:	Address:
Golden, Bryant A.	146 Sawtooth Drive, Valrico, Fl 33594
Golden, Dale L.	2710 Herndon Street, Valrico, Fl 33596
Balbierer, Richard	308 62 nd Street, Holmes Beach, Fl 34217

These persons shall hold office until their respective successors are elected in accordance with the bylaws of the Surviving Corporation. If on the effective date of the merger any vacancy shall exist on the Board of Directors of the Surviving Corporation, the vacancy shall be filled in the manner specified in the bylaws of the Surviving Corporation.

5.

Both Centerpoint and NorthBridge are organized pursuant to the provisions of the Florida Not For Profit Corporation Act and neither has capital stock nor stockholders. The Surviving Corporation shall also be a not for profit corporation and have neither capital stock nor stockholders.

6.

All members of Centerpoint, considered to be in good standing, and all members of NorthBridge, considered to be in good standing, shall be members of the Surviving Corporation. All issues of membership of the Surviving Corporation shall be governed in accordance with the bylaws of the Surviving Corporation.

7.

Upon the effective date of the merger, every other party to the merger shall merge into the Surviving Corporation and the separate existence of every corporation except the Surviving Corporation ceases, and in accordance with the terms of this Agreement, the title to all real estate and other property owned by, and every contract right possessed by, each party to the merger is vested in the Surviving Corporation without reversion or impairment, without further act or deed, and without any conveyance, transfer, or assignment having occurred; the Surviving Corporation has all liabilities of each party to the merger; any proceeding pending against any party to the merger may be continued as if the merger did not occur or the Surviving Corporation may be substituted in the proceeding for the corporation whose existence ceased.

8.

The plan of merger shall be submitted for the approval of the members of the parties in the manner provided by the applicable laws of the State of Florida at meetings to be held on or before February 7, 2017 or at such other time as to which the boards of directors of the parties may agree.

9.

The effective date of this merger shall be the date when the articles of merger are filed with the Florida Secretary of State.

10.

Any bequest, devise, gift, grant, or promise contained in a Last Will and Testament or other instrument of donation, subscription, or conveyance, that is made to a party to this Agreement and that takes effect or remains payable after the merger, inures to the Surviving Corporation unless the will or other instrument otherwise specifically provides.

11.

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 said corporation, according to the terms hereof, the title to any property or rights of NorthBridge, the proper officers and directors of NorthBridge shall and will execute and make all such proper assignments and assurances and do all things necessary or proper to vest title in such property or rights in the Surviving Corporation and otherwise to carry out the purposes of this Agreement.

12.

NorthBridge represents and warrants to Centerpoint as follows:

NorthBridge has delivered to Centerpoint copies of its organizational documents, as currently in effect.

NorthBridge is a not for profit corporation duly organized, validly existing, and in good standing under the laws of Florida, with full corporate power and authority to conduct its business as it is now being conducted, to own or use the properties and assets that it purports to own or use, and to perform all its obligations under its contracts.

Neither the execution of this Agreement nor the performance of any of NorthBridge's obligations hereunder, to the best of NorthBridge's knowledge, will violate any statute, law, judgment, decree, order, regulation or rule of any court or governmental authority to which NorthBridge is subject.

NorthBridge has the corporate right, power, legal capacity and authority to enter into and perform its obligations under this Agreement and all agreements to which it is or will be a party that are required to be executed pursuant to this Agreement.

NorthBridge, to the best of its knowledge, states that there is no action, proceeding or investigation pending, threatened against or involving NorthBridge or any of the assets which are the subject of this Agreement.

The execution, delivery and performance of this Agreement have been duly and validly approved by NorthBridge's Board of Directors and/or members as required by applicable law.

13.

Centerpoint represents and warrants to NorthBridge as follows:

Centerpoint has delivered to NorthBridge copies of its organizational documents, as currently in effect.

Centerpoint is a not for profit corporation duly organized, validly existing, and in good standing under the laws of Florida, with full corporate power and authority to conduct its business as it is now being conducted, to own or use the properties and assets that it purports to own or use, and to perform all its obligations under its contracts.

Neither the execution of this Agreement nor the performance of any of Centerpoint's obligations hereunder, to the best of Centerpoint's knowledge, will violate any statute, law, judgment, decree, order, regulation or rule of any court or governmental authority to which Centerpoint is subject.

Centerpoint has the corporate right, power, legal capacity and authority to enter into and perform its obligations under this Agreement and all agreements to which it is or will be a party that are required to be executed pursuant to this Agreement.

Centerpoint, to the best of its knowledge, states that there is no action, proceeding or investigation pending, threatened against or involving Centerpoint or any of the assets which are the subject of this Agreement.

The execution, delivery and performance of this Agreement have been duly and validly approved by Centerpoint's Board of Directors and/or members as required by applicable law.

14.

From the date of this Agreement until the effective date of the merger or until the abandonment of the merger pursuant to the provisions hereof, Centerpoint and NorthBridge shall continue to conduct their respective activities in the ordinary course, and neither Centerpoint nor NorthBridge shall, without the prior written consent of the other, engage in any transaction or incur any obligation except in the ordinary course of business or as otherwise authorized by this Agreement.

15.

Anything herein to the contrary notwithstanding, this Agreement may be terminated and abandoned at any time prior to the filing of the Articles of Merger as follows:

By mutual consent of the Board of Directors of both parties, expressed in an instrument in writing signed on behalf of each by its authorized signors;

By the Board of Directors of either party if the other shall, without its consent, engage in or become obligated to engage in, any material transaction outside the ordinary course of its business; or,

In the event of termination or abandonment as herein provided, the party so electing shall give notice thereof to the other party to this Agreement.

16.

If the merger contemplated hereby becomes effective, all expenses incurred hereunder shall be borne by the Surviving Corporation. If, for any reason other than breach of the covenants of the parties set forth herein, the merger shall not become effective or shall be abandoned, then each of the parties shall bear its own expenses, separately incurred in connection herewith, with no liability to the other party hereto, and each shall pay one-half of the expenses incurred by them jointly.

17.

All notices, waivers, consents, or requests required or permitted hereunder shall be in writing and shall be deemed to have been duly given on the date of delivery or when deposited in the United States mail, postage prepaid, or on the date of being electronically mailed, in an envelope properly addressed as follows:

In the case of Centerpoint Church, to:

Jonathan Correa
Director of Operations
1801 South Miller Road
Valrico, Florida 33596
E-mail: jcorrea@centerpointfl.org

In the case of NorthBridge Church, to:

Terry Lowe
Lead Pastor
1801 South Miller Road
Valrico, Florida 33596
E-mail: tlowe@centerpointfl.org

18.

The representations, warranties, covenants, and agreements of each of the parties contained in this Agreement shall survive the effective date of the merger.

19.

At any time before or after approval and adoption by the respective Board of Directors and/or members of the parties, this Agreement may be modified in matter of form or supplemented by additional agreements, paragraphs or sections, as may be mutually determined by the Board of Directors of the parties to be necessary, desirable, or expedient to clarify the intention of the parties hereto or to effect or facilitate the filing, recording, or official approval of this Agreement and the consummation of the merger herein contemplated.

IN WITNESS WHEREOF, Centerpoint and NorthBridge have each caused this Agreement and Plan of Merger to be executed on their respective behalves and their respective corporate seals affixed and the foregoing attested, all by the respective duly authorized officers on the 13th day of FEBRUARY, 2017.

ATTEST:



CENTERPOINT CHURCH, INC.

Clergy / Director

Title

[Handwritten Signature]

Signature

ATTEST:

NORTHBRIDGE CHURCH, INC.

Trustee

Title

[Handwritten Signature]

Signature