

Florida Department of State
Division of Corporations
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737674

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30

**MERGER OR SHARE EXCHANGE
GATEWAY CHRISTIAN CENTER ASSEMBLY OF GOD, INC**

Certificate of Status	1
Certified Copy	1
Page Count	13
Estimated Charge	\$87.50

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**ARTICLES OF MERGER
OF**

**BAY LIFE ASSEMBLY OF GOD, INC.,
a Florida not for profit corporation**

with and into

**GATEWAY CHRISTIAN CENTER ASSEMBLY OF GOD, INC.
a Florida not for profit corporation**

Believing it is the will of our Heavenly Father and His son Jesus Christ as demonstrated through the working of the Holy Spirit the following Articles of Merger are submitted in accordance with the Florida Not for Profit Corporation Act, pursuant to section 617.1105, Florida Statutes. The undersigned, being the presidents of GATEWAY CHRISTIAN CENTER ASSEMBLY OF GOD, INC., a Florida non-profit corporation and BAY LIFE ASSEMBLY OF GOD, INC., a Florida non-profit corporation, and hereby execute these Articles of Merger, which shall be filed in the office of the Florida Department of State.

ARTICLE I

THE NAME AND JURISDICTION OF THE SURVIVING CORPORATION:

GATEWAY CHRISTIAN CENTER ASSEMBLY OF GOD, INC.,
a Florida non-profit corporation
(Hereinafter referred to as "GATEWAY")
Document Number: 737474

ARTICLE II

THE NAME AND JURISDICTION OF THE MERGING CORPORATION:

BAY LIFE ASSEMBLY OF GOD, INC.,
a Florida non-profit corporation
(Hereinafter referred to as "BAY LIFE").
Document Number: N01000005052

ARTICLE III

PLAN OF MERGER

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A copy of the Plan of Merger is attached as Exhibit "A".

ARTICLE IV

ADOPTION OF MERGER BY SURVIVING CORPORATION

The Plan of Merger was adopted by GATEWAY a Florida non-profit corporation at a meeting of its members held on May 5, 2021. Proper notice of the business meeting was given, and a quorum was present. The number of votes cast in favor of the merger was sufficient for approval. The vote for the Plan of Merger was 61 in favor and 0 opposed.

ARTICLE V

ADOPTION OF MERGER BY MERGING CORPORATION

The Plan of Merger was adopted by BAY LIFE, a Florida non-profit corporation, at a meeting of its members held on May 19, 2021. Proper notice of the business meeting was given, and a quorum was present. The number of votes cast in favor of the merger was sufficient for approval. The vote for the Plan of Merger was 14 in favor and 0 opposed.

ARTICLE VI

EFFECTIVE DATE

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

FILED
MAY 10 2021
10:12 AM
STATE

EXECUTED on behalf of their respective membership by their officers pursuant to the special business meetings called for the purpose of merger:

IN WITNESS WHEREOF, the undersigned have executed these Articles of Merger on May 5, 2021.

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GATEWAY CHRISTIAN CENTER ASSEMBLY OF GOD, INC.,
A Florida Non-Profit Corporation,

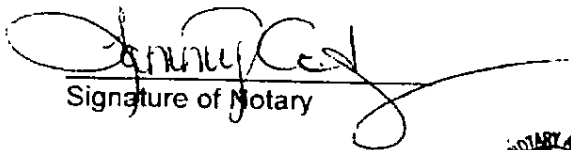
By: 
Rev. Donald Evans, Senior Pastor/President/Director

STATE OF FLORIDA
COUNTY OF HILLSBOROUGH

ACKNOWLEDGEMENT

Rev. Donald Evans, on behalf of the Corporation, acknowledged the foregoing instrument before me this 25 day of May, 2021. He is personally known to me or has produced _____ as identification and did take an oath. He executed the foregoing Articles of Merger as adopted and voted upon by his church and he signed this document freely and of his own free will without any duress whatsoever.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Official Seal in the State and County aforesaid this 25 day of May, 2021.


Signature of Notary



Tammy Cody
NOTARY PUBLIC
STATE OF FLORIDA
Comm# GG348256
Expires 8/9/2023

MY COMMISSION EXPIRES:

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**BAY LIFE ASSEMBLY OF GOD, INC.,
A Florida Non-Profit corporation,**

By: Wayne C Newman
Rev. Wayne Newman, Senior Pastor/President/Director

**STATE OF FLORIDA
COUNTY OF HILLSBOROUGH**

ACKNOWLEDGEMENT

Rev. Wayne Newman, on behalf of the Corporation, acknowledged the foregoing instrument before me this 25 day of May, 2021. He is personally known to me or has produced _____ as identification and did take an oath. He executed the foregoing Articles of Merger as adopted and voted upon by his church and he signed this document freely and of his own free will without any duress whatsoever.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Official Seal in the State and County aforesaid this 25 day of May, 2021.

Tammy Cody
Signature of Notary



Tammy Cody
NOTARY PUBLIC
STATE OF FLORIDA
Comm# GG348256
Expires 8/9/2023

MY COMMISSION EXPIRES:

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EXHIBIT "A"
PLAN OF MERGER

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**AGREEMENT AND PLAN OF MERGER
OF**

**BAY LIFE ASSEMBLY OF GOD, INC.,
a Florida not for profit corporation**

with and into

**GATEWAY CHRISTIAN CENTER ASSEMBLY OF GOD, 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 April 4, 2021, by and between **BAY LIFE ASSEMBLY OF GOD, INC.**, a Florida not for profit corporation (the "Merging Corporation"), and **GATEWAY CHRISTIAN CENTER ASSEMBLY OF GOD, 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 of the Constituent Corporations after much prayer have approved the Merger in accordance with Section 617.1103(1)(a) of the Florida Not for Profit Corporation Act (the "Act"). Members of the Constituent Corporations are 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.

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(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, and officers of the Surviving Corporation as of the Merger shall remain, directors, trustees and officers 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 "Bay Life 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 Bay Life Assembly of God 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) As of the Effective Time, the Surviving Corporation shall be authorized to change the name of the church operating at the Bay Life Church Property to "Gateway Church," Annex, remote site, or a variation thereof.

(h) 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 mortgage indebtedness held by the Assemblies of God Financial Services Group

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(AGFSG) 3900 S. Overland Avenue Springfield, MO 65807 on the Bay Life Church Property. The Surviving Corporation will assume the liabilities attached with the mortgage held by AGFSG loan number #3327798 which has a current balance of approximately \$133,624.76 as of February 3, 2021 All corporate acts, policies, arrangements, approvals, and authorizations of the Merging Corporation, its members, board of directors, trustees, officers, and agents, 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:

(a) The Merger shall have received approval of the membership of the Merging Corporation and the membership of the Surviving Corporation in the manner required by the Act, the respective articles of incorporation, and the respective bylaws of the Constituent Corporations.

(b) Receipt of all consents, orders, and approvals and satisfaction of all other requirements prescribed by law which are necessary for the consummation of the Merger, including, any approval, consent, or assumption of the lender regarding the mortgage on the Bay Life Church Property.

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.

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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 and officers 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 membership 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, 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 Hillsborough 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.

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

BAY LIFE ASSEMBLY OF GOD, INC.,
a Florida not for profit corporation

By: Rev Wayne C Newman
REV. WAYNE NEWMAN
Senior Pastor
President and Director

RESOLVED APPROVING PLAN OF MERGER BY THE BOARD OF DIRECTORS/TRUSTEES:

BAY LIFE ASSMBLY OF GOD, INC.,
A Florida Non-Profit corporation,

By: Wayne C Newman
WAYNE C. NEWMAN
Director/Elder/Trustee

By: deceased
PETER MONTEVAGO
Director/Elder/Trustee

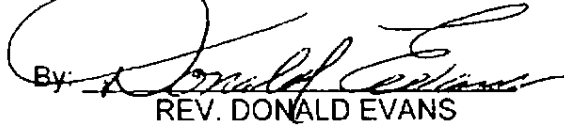
By: Gary Castille
GARY CASTILLE
Director/Elder/Trustee

By: Jonathan W. Newman
JONATHAN W. NEWMAN
Director/Elder/Trustee

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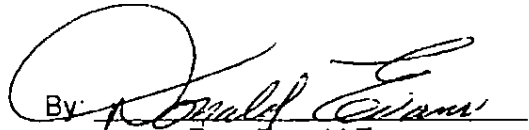
GATEWAY CHRISTIAN CENTER
ASSEMBLY OF GOD, INC.,
a Florida not for profit corporation

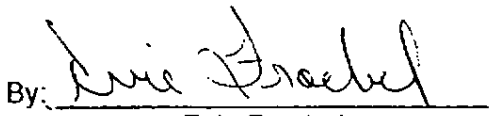
By: 

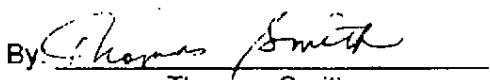
REV. DONALD EVANS
Senior Pastor
President and Director


RESOLVED APPROVING PLAN OF MERGER BY THE BOARD OF DIRECTORS/TRUSTEES:

GATEWAY CHRISTIAN CENTER ASSEMBLY OF GOD, INC.,
A Florida Non-Profit corporation,

By: 
Rev. Donald Evans
President/Director/Elders/Trustee

By: 
Evie Froebel
Director/Elders/Trustee

By: 
Thomas Smith
Director/Elders/Trustee

By: 
Osei Owusu
Director/Elders/Trustee

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Exhibit A

Description of the Bay Life Church Property

The real property located at 6923 Sheldon Road Tampa, Florida 33615

PIN U-26-28-17-ZZZ-000000-38400.0

FOLIO 004671-0000

Whose legal description is as follows:

S 247 FT OF THAT PART OF N ¼ of SW ¼ of SW ¼ OF ROCKY CREEK LESS W 80 FT FOR SHELDON ROAD, according to the map or plat thereof as recorded in Plat Book 11023, Page 1195, of the Public Records of Hillsborough County, Florida.

That portion of the above-described property conveyed by CHURCHES OF CHRIST IN CHRISTIAN UNION as grantor to BAY LIFE ASSEMBLY OF GOD, INC., on August 14, 2001 by Warranty Deed, recorded in Official Records Book 11023, Page 1195, Public Records of Hillsborough County, Florida, more particularly described as follows:

The South 247 feet of the North quarter of the Southwest quarter, of the Southwest quarte, lying West of the West Bank of Rocky Creek, together with all the riparian rights thereto, in Section 26, Township 28 South, Range 17 East, lying ad being in Hillsborough County, reserving 30 feet along the West line for Country Road, lying and being Hillsborough County, Florida.

Several minor pieces of personalty.

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Exhibit B

Material operating liabilities, debts, obligations, or expenses

1. A Promissory Note was executed on August 14, 2001 from Bay Life to Assemblies of God Financial Services Group (AGFSG) for (loan number 3327797) in the amount of \$360,000.00. On January 17, 2003, a Modification to Mortgage & Promissory Note (loan number 3327798) in the amount of \$446,600 was signed by Bay Life and AGFSG. On August 9, 2017, an ALLONGE TO PROMISSORY NOTE stated the current principal balance of the loan (loan number 3327797 changes to loan number 3327798) was now \$229,953.67. On February 16, 2021 Verification of a LOAN PAYOFF on (loan number 3327798) is stood at \$133,624.76.
2. TECO -nominal utility bills monthly
3. Phone and internet- nominal bills monthly
4. Water bill- nominal bills monthly

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