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6-14-13

COVER LETTER

TO: Amendment Section
Division of Corporations

SUBJECT: Advent Lutheran Church of Melbourne, 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:

Dale A. Dettmer, Esq.
(Contact Person)

Krasny and Dettmer
(Firm/Company)

304 S. Harbor City Blvd, Suite 201
(Address)

Melbourne, FL 32901
(City/State and Zip Code)

For further information concerning this matter, please call:

Debra Camps At (321) 723-5646
(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

EFFECTIVE DATE
7/1/13

FILED
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DIVISION OF CORPORATIONS
13 JUN 12 AM 8:39

ARTICLES OF MERGER
of
GRACE LUTHERAN CHURCH, INC.
a Florida non-profit corporation
with and into
ADVENT LUTHERAN CHURCH OF MELBOURNE, INC.,
a Florida non-profit corporation

GRACE LUTHERAN CHURCH, INC. ("Grace"), a Florida non-profit corporation, and **ADVENT LUTHERAN CHURCH OF MELBOURNE, INC.** ("Advent"), a Florida non-profit corporation, pursuant to the provisions of Section 617.1105, Florida Statutes, hereby certify in connection with the merger of GRACE into ADVENT that:

1.0. The name and jurisdiction of the merging non-profit corporation is **GRACE LUTHERAN CHURCH, INC.**, a Florida non-profit corporation (Florida Document Number 797540).

2.0 The name and jurisdiction of the surviving entity is **ADVENT LUTHERAN CHURCH OF MELBOURNE, INC.**, a Florida non-profit corporation (Florida Document Number 766395).

3.0 The Agreement and Plan of Merger is attached hereto as Exhibit "A".

4.0 The Agreement and Plan of Merger was approved by a majority of the members of the congregation of **GRACE LUTHERAN CHURCH, INC.** on September 30, 2012 in accordance with the applicable provisions of Chapter 617, Florida Statutes. The number of votes cast for the merger was sufficient for approval.

5.0 The Agreement and Plan of Merger was approved by a majority of the members of the congregation of **ADVENT LUTHERAN CHURCH OF MELBOURNE, INC.** on January 27, 2013 in accordance with the applicable provisions of Chapter 617, Florida Statutes. The number of votes cast for the merger was sufficient for approval.

6.0 The merger shall become effective July 1, 2013.

IN WITNESS WHEREOF, each of the undersigned has made and subscribed to the Articles of Merger, this 7th day of June, 2013.

GRACE LUTHERAN CHURCH, INC., a Florida non-profit corporation

By: 

Name: Edward M. Miller

Its: President

ADVENT LUTHERAN CHURCH OF MELBOURNE, INC.,
a Florida non-profit corporation

By: 

Name: Chris Siskman

Its: Vice President

AGREEMENT AND PLAN OF MERGER

This Agreement dated this 7th day of June, 2013, by and between **GRACE LUTHERAN CHURCH, INC.** ("GRACE"), a Florida non-profit corporation, and **ADVENT LUTHERAN CHURCH OF MELBOURNE, INC.** ("ADVENT"), a Florida non-profit corporation.

RECITALS:

A. The Members of GRACE and the Members of ADVENT deem it advisable and in the best interests of both churches that GRACE be merged with and into ADVENT, with ADVENT being the surviving entity, pursuant to the laws of the state of Florida and upon the terms and conditions set forth herein; and

B. The Members of GRACE and the Members of ADVENT have approved the merger of GRACE into ADVENT in accordance with the provisions of Section 617.1101, Florida Statutes.

NOW THEREFORE, in consideration of the mutual covenants contained herein, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

ARTICLE I MERGER

1.1 GRACE shall be merged with and into ADVENT in accordance with the laws of the state of Florida. The separate non-profit corporation existence of GRACE shall thereby cease, and ADVENT shall be the surviving non-profit corporation.

1.2 The surviving entity shall be ADVENT LUTHERAN CHURCH OF MELBOURNE, INC., a Florida non-profit corporation, having a business address of 7550 N. Wickham Road, Melbourne, FL 32940.

1.3 The effective date ("Effective Date") of the merger shall be July 1, 2013 at which time the separate existence of GRACE shall cease.

1.4 ADVENT, the surviving non-profit corporation, shall possess all rights, privileges, immunities and franchises, to the extent consistent with the Bylaws of the merged entities. All of the rights, privileges, powers and franchises of GRACE, of a public as well as of a private nature, and all property, real, personal and mixed of GRACE, and all debts due it on whatever account, including all causes of action and all and every other interest of it or belonging to it, shall be taken by and deemed to be transferred to and vested in ADVENT without further act or deed; and all such property, rights, privileges, immunities and franchises, of a public as well as of a private nature, and all and every other interest of GRACE shall thereafter be as effectually the property of ADVENT as was the case for GRACE.

1.5 From and after the Effective Date, ADVENT shall be subject to the duties and liabilities of a non-profit corporation organized under the laws of the state of Florida and shall be liable and responsible for all the liabilities and obligations of the merged entities. The rights of the creditors of the

merged entities, or of any person dealing with such entities, or any liens upon the property of such entities, shall not be impaired by this merger, and any claim existing or action or proceeding pending by or against either of such entities may be prosecuted to judgment as if this merger had not taken place, or ADVENT may be proceeded against or substituted in place of GRACE. Except as otherwise herein set forth, the identity, existence, purposes, powers, franchises, rights, immunities and liabilities of ADVENT shall continue unaffected and unimpaired by the merger.

ARTICLE II TERMS AND CONDITIONS OF THE MERGER

The terms and conditions of the merger shall be as follows:

2.1 The merger shall become effective July 1, 2013.

2.2 Prior to the Effective Date, each entity has taken or shall take all such action as shall be necessary or appropriate in order to effect the merger. If at any time after the Effective Date the parties hereto shall determine that any further conveyance, assignment or other documents or any further action is necessary or desirable in order to vest in, or conform to, the vesting of full title to all of the property, assets, rights, privileges and franchises of GRACE into ADVENT, each party agrees to execute and deliver such instruments and take all such further actions as may be necessary or desirable in order to vest in and confirm to ADVENT title to and possession of all such property, assets, rights, privileges, immunities and franchises, and otherwise to carry out the purposes of this agreement.

ARTICLE III ARTICLES OF INCORPORATION; BYLAWS

The Articles of Incorporation and the Bylaws of ADVENT, as in effect immediately prior to the Effective Date, shall, after the merger, continue to be the Articles of Incorporation and the Bylaws of ADVENT until duly amended in accordance with the provisions therein set forth and the laws of Florida, and no change to either the Articles of Incorporation or to the Bylaws shall be effected by the merger.

ARTICLE IV MANNER OF CONVERTING INTERESTS; MEMBERS

Upon the Effective Date, each Member of GRACE shall become a Member of ADVENT and each Membership Certificate of GRACE shall be converted into one Membership Certificate of ADVENT.

ARTICLE V MISCELLANEOUS

5.1 This Agreement shall be binding on and shall inure to the benefit of the parties and their respective heirs, devisees, legal representatives, successors, and permitted assigns.

5.2 In connection with any dispute arising under, from, or as a result of this Agreement, the parties agree that the prevailing party or parties shall be entitled to recover all costs or expenses incurred, including reasonable attorneys' fees and fees for the services of accountants, paralegal, legal assistants, and similar persons (including any appeals from any litigation and enforcement of judgments).

5.3 This Agreement may not be modified orally or in any other manner than by an agreement in writing signed by the party against whom the enforcement is sought.

5.4 This Agreement and Plan of Merger has been approved, adopted, certified, executed and acknowledged by the members of the congregation of GRACE and by the members of the congregation of ADVENT.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement under seal as of the date first stated above.

GRACE LUTHERAN CHURCH, INC., a Florida non-profit corporation

By: 

Name: Fernando Nusslee

Its: President

ADVENT LUTHERAN CHURCH OF MELBOURNE, INC., a Florida non-profit corporation

By: 

Name: Chris Dickman

Its: Vice President