

**NO6000001443**

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**MERGER OR SHARE EXCHANGE  
RADIANT CHURCH INC.**

Certificate of Status	0
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A. RAMSEY

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SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

ARTICLES OF MERGER  
OF  
CROSSWIND CHURCH, INC.  
WITH AND INTO  
RADIANT CHURCH INC.

Crosswind Church, Inc., a Florida not for profit corporation (the "Merging Corporation"), and Radiant Church Inc., a not for profit Florida corporation (the "Surviving Corporation"), hereby adopt the following Articles of Merger for the purpose of merging the Merging Corporation into the Surviving Corporation (the "Merger").

- FIRST: The name and jurisdiction of the Surviving Corporation is Radiant Church Inc., a Florida not for profit corporation.
- SECOND: The name and jurisdiction of the Merging Corporation is Crosswind Church, Inc., a Florida not for profit corporation.
- THIRD: The Agreement and Plan of Merger, dated as of September 30, 2024, by and between the Merging Corporation and the Surviving Corporation (the "Plan of Merger") is attached hereto as Exhibit A.
- FOURTH: The Merger was duly approved by the board of directors of the Merging Corporation on August 28, 2024. The number of directors in office was 4. The vote for the Merger was as follows: 4 FOR and 0 AGAINST. The Plan of Merger was duly adopted and approved by the board of directors of the Merging Corporation on September 29, 2024. The number of directors in office was 4. The vote for the Plan of Merger was as follows: 4 FOR and 0 AGAINST. The Plan of Merger was duly adopted and approved by the members of the Merging Corporation on September 29, 2024. The number of votes cast by the members of the Merging Corporation for the Merger was sufficient for approval and the vote for the Plan of Merger was as follows: 56 FOR and 9 AGAINST.
- FIFTH: There are no members of the Surviving Corporation entitled to vote on the Plan of Merger. The Plan of Merger was duly adopted and approved by the board of directors of the Surviving Corporation on September 25, 2024. The number of directors in office was 5. The vote for the Plan of Merger was as follows: 5 FOR and 0 AGAINST.
- SIXTH: The Merger shall become effective upon the filing of these Articles of Merger with the Secretary of State.

[Signature Page Follows]

**IN WITNESS WHEREOF**, these Articles of Merger have been executed and delivered by the parties in accordance with the requirements of Section 617.1105, *Florida Statutes*, as of September 30, 2024.

**CROSSWIND CHURCH, INC.,**  
a Florida not for profit corporation

By: 

Name: John Aoshier

Title: President

**RADIANT CHURCH INC.,**  
a Florida not for profit corporation

By: 

Name: Aaron Burke

Title: President

**EXHIBIT A**  
**PLAN OF MERGER**  
*[attached]*

**AGREEMENT AND PLAN OF MERGER**  
for the merger of

**CROSSWIND CHURCH, INC.**  
(a Florida not for profit corporation)

with and into

**RADIANT CHURCH INC.**  
(a Florida not for profit corporation)

This AGREEMENT AND PLAN OF MERGER (this “Agreement”), effective as of September 30, 2024 (the “Effective Date”), is made by and between CROSSWIND CHURCH, INC., a Florida not for profit corporation (the “Merging Corporation”), and RADIANT CHURCH INC., a Florida not for profit corporation (the “Surviving Corporation”).

WHEREAS, the Merging Corporation and the Surviving Corporation are each organized and operated for religious purposes. Each has been determined to be a tax-exempt organization described in Section 501(c)(3) of the Internal Revenue Code.

WHEREAS, the Board of Directors of the Merging Corporation and the Board of Directors of the Surviving Corporation have determined that their common purposes can best be achieved if they merge. This Agreement has been submitted to the Merging Corporation’s membership for approval, as required by its Bylaws and Section 617.1103 of the Revised Florida Statutes (the “Florida Act”).

WHEREAS, subject to the terms and conditions of this Agreement and in accordance with the applicable provisions of the Act, the Merging Corporation shall be merged with and into the Surviving Corporation and the separate existence of the Merging Corporation shall thereupon cease (the “Merger”).

NOW, THEREFORE, in consideration of the mutual covenants, terms and conditions set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

(a) The parties to the Merger are the Merging Corporation and the Surviving Corporation. The survivor in the Merger is the Surviving Corporation.

(b) The Merger shall be effective upon the filing of the Articles of Merger with the Secretary of State of the State of Florida in accordance with the Act (the “Effective Time”).

(c) At the Effective Time, the separate existence of the Merging Corporation shall cease. The assets and liabilities of the Merging Corporation shall thereafter be the assets and liabilities of the Surviving Corporation and the Merger shall have the other effects specified in the Act. All debts, liabilities and duties of the Merging Corporation shall be attached to the Surviving

Corporation and may be enforced against the Surviving Corporation to the same extent as if said debts, liabilities and duties had been incurred or contracted by it.

(d) Upon the Effective Time, as a result of the Merger and without any further action on the part of the Surviving Corporation, the Merging Corporation or any of its respective officers or directors, the membership of the Merging Corporation shall automatically terminate and cease to exist.

(e) At the Effective Time, the Articles of Incorporation and Bylaws of the Surviving Corporation, in effect immediately prior to the Merger shall, in each case, not be amended by reason of the Merger and shall remain in full force and effect.

(f) Immediately following the Merger, the individuals listed below shall be the directors of the Surviving Corporation until their successors have been duly elected or appointed and qualified or until the earlier of their death, resignation or removal in accordance with the Articles of Incorporation and Bylaws of the Surviving Corporation:

Aaron Burke  
Richard Crisco  
Daniel Floyd  
Evon Horton  
Jason Burns

(g) Immediately following the Merger, the individuals listed below shall serve in the offices set forth opposite their names, to hold such offices until their successors shall be duly elected and qualified or until the earlier of their death, resignation or removal:

Aaron Burke	President
Evon Horton	Vice President
Richard Crisco	Secretary

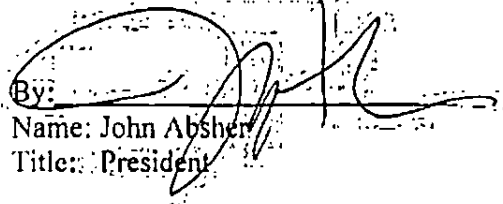
(h) This Agreement shall be governed by and construed in accordance with the internal laws of the State of Florida without giving effect to any choice or conflict of law provisions or rule (whether of the State of Florida or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than those of the State of Florida. This Agreement constitutes the sole and entire agreement of the parties to this Agreement with respect to the subject matter contained herein, and supersedes all prior and contemporaneous understandings, representations and warranties and agreements, both written and oral, with respect to such subject matter.

\* \* \*

**IN WITNESS WHEREOF**, the parties have caused this Agreement and Plan of Merger to be executed by the undersigned duly authorized officers. :

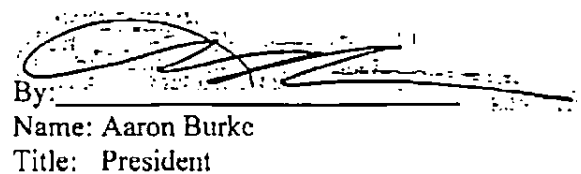
**MERGING CORPORATION:**

**CROSSWIND CHURCH, INC.**

By:   
Name: John Absher  
Title: President

**SURVIVING CORPORATION:**

**RADIANT CHURCH INC.**

By:   
Name: Aaron Burke  
Title: President