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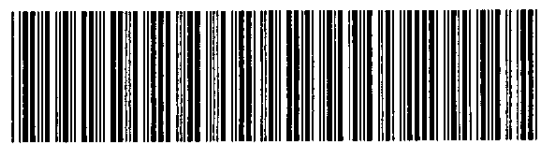
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12 APR 30 AM 11:10

Morgan/CC  
@ 5/3/12

LAW OFFICES  
HENRY P. TRAWICK, P.A.  
2033 WOOD STREET  
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SARASOTA, FLORIDA 34237

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PLEASE REPLY TO:  
P. O. BOX 4009  
SARASOTA, FLORIDA 34230

April 27, 2012

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

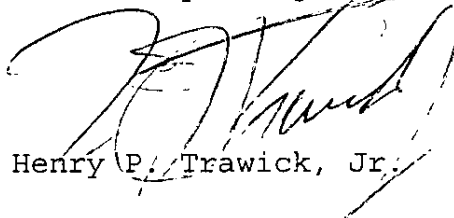
Re: Grace Community Church merger

Gentlemen:

I enclose the original and a copy of the articles of merger between Grace Community Church of Ashton Road, Inc. and Crossover International, Inc. with a check for \$78.75.

Please file the original in the usual manner and certify the copy and return it to me.

Yours very truly,



Henry P. Trawick, Jr.

HPT/jab  
enc.

GRACE COMMUNITY CHURCH OF ASHTON ROAD, INC.

ARTICLES OF MERGER

BY THESE ARTICLES OF MERGER GRACE COMMUNITY CHURCH OF ASHTON ROAD, INC., a Florida corporation, and CROSSOVER INTERNATIONAL, INC., a Florida corporation, merge into a corporation not for profit under Florida law to be named GRACE COMMUNITY CHURCH OF ASHTON ROAD, INC. The plan of merger is:

1. Merger. The name of each corporation trying to merge under this plan is:

Grace Community Church of Ashton Road, Inc.

Crossover International, Inc.

The surviving corporation shall be Grace Community Church of Ashton Road, Inc., herein called the Surviving Corporation.

2. Merger Terms. (a) The articles of incorporation of the Surviving Corporation shall remain the articles of incorporation after the merger without change.

(b) The bylaws of the Surviving Corporation shall remain the bylaws after the merger without change.

(c) All assets of each corporation shall become the property of the Surviving Corporation. All obligations of each corporation shall become the obligations of the Surviving Corporation. Each corporation shall execute all instruments and documents that are necessary and proper to effect the orderly transfer of assets and obligations.

(d) The directors of the Surviving Corporation shall remain the directors after the merger.

(e) The board of directors of each corporation shall approve this plan.

(f) If this agreement is not approved by the directors of each corporation on or before June 1, 2012, this agreement shall automatically terminate.

3. Changes in Articles. No changes in the articles of incorporation of the surviving corporation shall be effected by the merger.

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4. Membership Conversion. The manner and basis of converting the membership of Crossover to membership in the Church are that any members of Crossover who want to become members of the Church may do so by electing to do so without any written instruments being necessary.

5. Warranty. Each corporation warrants that:

- (a) On the effective date of the merger it will have marketable title to all of its assets, free of liens or encumbrances, except those disclosed in writing;
- (b) No legal proceeding is pending against it.
- (c) It is an active corporation;
- (d) It has paid all taxes known to be due to any governmental authority.

6. Prohibited Actions. Between the date of this agreement and the effective date of the merger neither corporation shall:

- (a) Mortgage, pledge or otherwise encumber any of its assets;
- (b) Sell or transfer any of its assets;
- (c) Enter into any transaction other than the ordinary course of its business.

7. Entire Agreement. This instrument contains the entire agreement between the parties. It shall not be changed, except in writing signed by the parties. No representation or agreement that is not incorporated in the plan is valid. Captions are not a part of this plan.

8. Governing Law. This plan shall be governed by Florida law. This plan shall not be construed for or against a party because that party wrote it.

9. Termination. If a party to this plan fails to perform under it or one of the warranties under paragraph 5 is not true at any time before the merger is completed, any other party shall give the defaulting party notice, specifying the default. The defaulting party shall have 30 days within which to correct the default. If the defaulting party does not correct the default within the time allowed, the nondefaulting party may terminate this plan by another notice to that effect to the defaulting party.

10. Notices. All notices, consents and other documents required or permitted to be given by one party to another under this plan shall be written and shall be given to Church at 2800 Ashton Road, Sarasota, Florida 34231 and to Crossover at 10936 Aster Avenue, Tampa, Florida 33612. Notice shall be delivered; or mailed, certified or registered mail, return receipt requested, properly addressed with sufficient postage to reach the destination; or faxed to the recipient.

11. Remedies. If this plan is not consummated by a merger for any reason, including a default of a party under it, the sole remedy of a party shall be to terminate the plan. Neither party shall be liable in damages or for any other relief to the other party as a result of the termination.

12. Merger Limitation. Each of the corporations is a corporation not for profit under Florida law and the surviving corporation will continue to be so.

Neither of the merging corporations has members that are entitled to vote on a plan of merger. <sup>for each company</sup> The date of the adoption of the plan by the board of directors is April 2, 2012. There are three directors in office for each corporation and the vote for the merger was unanimous by the board of directors for each corporation.

DATED on April 5, 2012.

GRACE COMMUNITY CHURCH OF  
ASHTON ROAD, INC.

By   
Charles D. Bennett, III  
As President

CROSSOVER INTERNATIONAL, INC.

By   
Joe D. McCutchen  
As President