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@ 10/23/13

October 6, 2013

Amendment Section
Division of Corporations
Post Office Box 6327
Tallahassee, FL 32314

RE: NorthBridge Church, Inc.

Dear Sir/Madam:

Enclosed is the original Articles of Merger submitted for filing and one copy of the Articles of Merger to be certified. A fee of \$78.75 is enclosed. The fee includes the cost of a certified copy of the Articles of Merger.

Please return a certified copy of the filed Articles of Merger and all other correspondence to Pastor Derwin Anderson at 33931 State Road 54 West, Zephyrhills, Florida 33543. If you have any questions please do not hesitate to call me at 813-782-0325.

Sincerely,

A handwritten signature in black ink, appearing to read "Derwin Anderson", with a long horizontal flourish extending to the right.

Derwin Anderson,
Lead Pastor

ARTICLES OF MERGER

OF

WESTSIDE BAPTIST CHURCH OF ZEPHYRHILLS, FLA., 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, Westside Baptist Church of Zephyrhills, Fla., Inc. and NorthBridge Church, Inc. have adopted the following articles of merger for the purpose of merging them into NorthBridge Church, Inc.

I.

The name and jurisdiction of the surviving corporation shall be:

NORTHBRIDGE CHURCH, INC
a Florida Not For Profit Corporation
Pasco County, Florida

II.

The name and jurisdiction of each merging corporation:

WESTSIDE BAPTIST CHURCH OF ZEPHYRHILLS, FLA., INC.
a Florida Not For Profit Corporation
Pasco County, Florida

NORTHBRIDGE CHURCH, INC.
a Florida Not For Profit Corporation
Pasco County, Florida

III.

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

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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 **NORTHBRIDGE CHURCH, INC.**, at a meeting of its members held on September 15, 2013, noticed in accordance with the bylaws, at which a quorum was present, and the Agreement and Plan of Merger received approval with 51 yes votes and 2 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 **WESTSIDE BAPTIST CHURCH OF ZEPHYRHILLS, FLA., INC.**, at a meeting of its members held on September 15, 2013, noticed in accordance with the bylaws, at which a quorum was present, and the Agreement and Plan of Merger received approval with 34 yes votes and 4 no votes, all votes by members present and entitled to cast a vote.

IN WITNESS WHEREOF, the undersigned have executed these Articles of Merger on this the 6th day of October, 2013.

ATTEST:

WESTSIDE BAPTIST CHURCH OF
ZEPHYRHILLS, FLA., INC.

Director

Title:

Neil S. [Signature]

By:

ATTEST:

NORTHBRIDGE CHURCH, INC.

Director

Title:

[Signature]

By:

AGREEMENT AND PLAN OF MERGER

BETWEEN

NORTHBRIDGE CHURCH, INC.

AND

WESTSIDE BAPTIST CHURCH OF ZEPHYRHILLS, FLA., INC.

THIS AGREEMENT AND PLAN OF MERGER is entered into this 25th day of August 2013, (hereinafter referred to as the "Agreement") by and between NorthBridge Church, Inc., a Florida Not For Profit Corporation ("NorthBridge") and Westside Baptist Church of Zephyrhills Fla., Inc., a Florida Not For Profit Corporation ("Westside") and is submitted in compliance with section 617.1101, Florida Statutes:

WITNESSETH:

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

WHEREAS, Westside 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 said not for profit corporations deem it advisable and for the benefit of each of said not for profit corporations and their respective members that Westside merge itself into NorthBridge.

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 Westside be merged into NorthBridge (hereinafter sometimes referred to 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 to be done by the Florida Not For Profit Corporation Act (the "Act") in order to make this Agreement effective, including the submission of this Agreement to the members of Westside and NorthBridge, respectively, and the filing

of the Articles of Merger in the manner provided for in the Act, shall be attended to and done by the proper officers of the Surviving Corporation as soon as practicable.

2.

The Articles of Incorporation of NorthBridge 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 NorthBridge are attached hereto as Exhibit A).**

3.

Until altered, amended, or repealed as therein provided, the Constitution and Bylaws of NorthBridge as in effect on the effective date of the merger shall be the Constitution and Bylaws of the Surviving Corporation. **(Constitution and Bylaws of NorthBridge 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:
Derwin Anderson	34815 Marsh Glen Court Zephyrhills, FL 33541
Neil Barden	3631 Alice Drive Zephyrhills, FL 33543
Mark O'Brien	18662 Milton Keynes Court Land O Lakes, FL 34638
Terry Lowe	1510 Bluetel Drive Brandon, FL 33511
Kevin McDonald	34752 Redding Lane Zephyrhills, FL 33541

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 NorthBridge and Westside 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 NorthBridge, considered to be in good standing, and all members of Westside, 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 September 15, 2013 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 by the Florida Secretary of State.

10.

Any bequest, devise, gift, grant, or promise contained in a will 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 Westside, the proper officers and directors Westside 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.

Westside represents and warrants to NorthBridge as follows:

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

Westside 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 Westside's obligations hereunder, to the best of Westside's knowledge, will violate any statute, law, judgment, decree, order, regulation or rule of any court or governmental authority to which Westside is subject.

Westside 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.

Westside, to the best of its knowledge, states that there is no action, proceeding or investigation pending, threatened against or involving Westside 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 Westside's Board of Directors and/or members, as required by applicable law.

13.

NorthBridge represents and warrants to Westside as follows:

NorthBridge has delivered to Westside 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, 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, NorthBridge and Westside shall continue to conduct their respective activities in the ordinary course, and neither NorthBridge nor Westside 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, in an envelope properly addressed as follows:

In the case of NorthBridge Church, to:

Derwin Anderson
34815 Marsh Glen Court
Zephyrhills, FL 33541

In the case of Westside Baptist Church, Inc., to:

Neil Barden
3631 Alice Drive
Zephyrhills, FL 33543

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, NorthBridge and Westside 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 25th day of August, 2013.

ATTEST:

NORTHBRIDGE CHURCH, INC.

Director

Title:

Deni Ann

By:

ATTEST:

WESTSIDE BAPTIST CHURCH OF
ZEPHYRHILLS, FLA., INC.

Director

Title:

W. E. D.

By: