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SECRETARY OF STATE  
DIVISION OF CORPORATIONS  
13 JUL - 1 AM 10:35

*Amey*  
*8/5/13*

**COVER LETTER**

TO: Amendment Section  
Division of Corporations

NAME OF CORPORATION: Lighthouse Montessori Christian Center

DOCUMENT NUMBER: N11000006584

The enclosed *Articles of Amendment* and fee are submitted for filing.

Please return all correspondence concerning this matter to the following:

Ileana Saavedra

Name of Contact Person

Lighthouse Montessori Christian Center

Firm/ Company

650 NW Airoso Boulevard

Address

Port Saint Lucie, FL 34983

City/ State and Zip Code

Imccpsl@att.net

E-mail address: (to be used for future annual report notification)

For further information concerning this matter, please call:

Annette Bracero

Name of Contact Person

at ( 772 ) 579-8490

Area Code & Daytime Telephone Number

Enclosed is a check for the following amount made payable to the Florida Department of State:

☐ \$35 Filing Fee

☒ \$43.75 Filing Fee &  
Certificate of Status

☐ \$43.75 Filing Fee &  
Certified Copy  
(Additional copy is  
enclosed)

☐ \$52.50 Filing Fee  
Certificate of Status  
Certified Copy  
(Additional Copy  
is enclosed)

**Mailing Address**

Amendment Section  
Division of Corporations  
P.O. Box 6327  
Tallahassee, FL 32314

**Street Address**

Amendment Section  
Division of Corporations  
Clifton Building  
2661 Executive Center Circle  
Tallahassee, FL 32301



FLORIDA DEPARTMENT OF STATE  
Division of Corporations

June 19, 2013

ILEANA SAAVEDRA  
LIGHTHOUSE MONTESSORI CHRISTIAN CENTER  
650 NW AIROSO BLVD  
PORT SAINT LUCIE, FL 34983

SUBJECT: LIGHTHOUSE MONTESSORI CHRISTIAN CENTER, INC.  
Ref. Number: N11000006584

We have received your document for LIGHTHOUSE MONTESSORI CHRISTIAN CENTER, INC. and check(s) totaling \$43.75. However, the enclosed document has not been filed and is being returned to you for the following reason(s):

The document you submitted has been prepared pursuant to profit statutes (chapter 607, Florida Statutes). As the entity was originally filed as a nonprofit corporation, this document should be filed pursuant to chapter 617, Florida Statutes.

We are enclosing the proper form(s) with instructions for your convenience.

Please return your document, along with a copy of this letter, within 60 days or your filing will be considered abandoned.

If you have any questions concerning the filing of your document, please call (850) 245-6050.

Sylvia Gilbert  
Regulatory Specialist II

Letter Number: 113A00015472

RECEIVED  
13 JUL - 1 AM 8:40  
DIVISION OF CORPORATIONS  
TALLAHASSEE, FLORIDA

COVER LETTER

TO: Amendment Section  
Division of Corporations

NAME OF CORPORATION: Lighthouse Montessori Christian Center

DOCUMENT NUMBER: N 11000006584

The enclosed *Articles of Amendment* and fee are submitted for filing.

Please return all correspondence concerning this matter to the following:

Carmen Saavedra  
(Name of Contact Person)

Lighthouse Montessori Christian Center  
(Firm/ Company)

650 NW Airoso Blvd.  
(Address)

Port St. Lucie, FL 34983  
(City/ State and Zip Code)

Lmccpsl@att.net  
E-mail address: (to be used for future annual report notification)

For further information concerning this matter, please call:

Carmen Saavedra at (772) 336-9086  
(Name of Contact Person) (Area Code & Daytime Telephone Number)

Enclosed is a check for the following amount made payable to the Florida Department of State:

- |  |  |   |  |
|--|--|---|--|
| <input type="checkbox"/> \$35 Filing Fee | <input type="checkbox"/> \$43.75 Filing Fee &<br>Certificate of Status | <input type="checkbox"/> \$43.75 Filing Fee &<br>Certified Copy<br>(Additional copy is<br>enclosed) | <input type="checkbox"/> \$52.50 Filing Fee<br>Certificate of Status<br>Certified Copy<br>(Additional Copy is<br>Enclosed) |
|--|--|---|--|

**Mailing Address**  
Amendment Section  
Division of Corporations  
P.O. Box 6327  
Tallahassee, FL 32314

**Street Address**  
Amendment Section  
Division of Corporations  
Clifton Building  
2661 Executive Center Circle  
Tallahassee, FL 32301

Articles of Amendment  
to  
Articles of Incorporation  
of

FILED  
SECRETARY OF STATE  
DIVISION OF CORPORATIONS  
13 JUL -1 AM 10:35

Lighthouse Montessori Christian Center, Inc.

(Name of Corporation as currently filed with the Florida Dept. of State)

111000006584

(Document Number of Corporation (if known))

Pursuant to the provisions of section 617.1006, Florida Statutes, this **Florida Not For Profit Corporation** adopts the following amendment(s) to its Articles of Incorporation:

**A. If amending name, enter the new name of the corporation:**

N/A

The new

name must be distinguishable and contain the word "corporation" or "incorporated" or the abbreviation "Corp." or "Inc." "Company" or "Co." may not be used in the name.

**B. Enter new principal office address, if applicable:**

(Principal office address MUST BE A STREET ADDRESS)

N/A

**C. Enter new mailing address, if applicable:**

(Mailing address MAY BE A POST OFFICE BOX)

N/A

**D. If amending the registered agent and/or registered office address in Florida, enter the name of the new registered agent and/or the new registered office address:**

Name of New Registered Agent:

N/A

(Florida street address)

New Registered Office Address:

(City)

, Florida

(Zip Code)

**New Registered Agent's Signature, if changing Registered Agent:**

I hereby accept the appointment as registered agent. I am familiar with and accept the obligations of the position.

\_\_\_\_\_  
Signature of New Registered Agent, if changing

**If amending the Officers and/or Directors, enter the title and name of each officer/director being removed and title, name, and address of each Officer and/or Director being added:**

*(Attach additional sheets, if necessary)*

*Please note the officer/director title by the first letter of the office title:*

*P = President; V= Vice President; T= Treasurer; S= Secretary; D= Director; TR= Trustee; C = Chairman or Clerk; CEO = Chief Executive Officer; CFO = Chief Financial Officer. If an officer/director holds more than one title, list the first letter of each office held. President, Treasurer, Director would be PTD.*

*Changes should be noted in the following manner. Currently John Doe is listed as the PST and Mike Jones is listed as the V. There is a change, Mike Jones leaves the corporation, Sally Smith is named the V and S. These should be noted as John Doe, PT as a Change, Mike Jones, V as Remove, and Sally Smith, SV as an Add.*

Example:

<input checked="" type="checkbox"/> Change	<u>PT</u>	<u>John Doe</u>
<input checked="" type="checkbox"/> Remove	<u>V</u>	<u>Mike Jones</u>
<input checked="" type="checkbox"/> Add	<u>SV</u>	<u>Sally Smith</u>

<u>Type of Action</u> (Check One)	<u>Title</u>	<u>Name</u>	<u>Address</u>
1) <input type="checkbox"/> Change	_____	_____	N/A
<input type="checkbox"/> Add	_____	_____	_____
<input type="checkbox"/> Remove	_____	_____	_____
2) <input type="checkbox"/> Change	_____	_____	_____
<input type="checkbox"/> Add	_____	_____	_____
<input type="checkbox"/> Remove	_____	_____	_____
3) <input type="checkbox"/> Change	_____	_____	_____
<input type="checkbox"/> Add	_____	_____	_____
<input type="checkbox"/> Remove	_____	_____	_____
4) <input type="checkbox"/> Change	_____	_____	_____
<input type="checkbox"/> Add	_____	_____	_____
<input type="checkbox"/> Remove	_____	_____	_____
5) <input type="checkbox"/> Change	_____	_____	_____
<input type="checkbox"/> Add	_____	_____	_____
<input type="checkbox"/> Remove	_____	_____	_____
6) <input type="checkbox"/> Change	_____	_____	_____
<input type="checkbox"/> Add	_____	_____	_____
<input type="checkbox"/> Remove	_____	_____	_____

**E. If amending or adding additional Articles, enter change(s) here:**  
(attach additional sheets, if necessary). (Be specific)

Amendment to the Introduction:  
Adding that Lighthouse Montessori Christian  
Center is a ministry of Lighthouse International  
Worship Center, Assemblies of God, Inc.,  
650 NW Airosa Blvd. Port Saint Lucie, FL 34983

The date of each amendment(s) adoption: \_\_\_\_\_

January 4, 2013

Effective date if applicable: \_\_\_\_\_

(no more than 90 days after amendment file date)

Adoption of Amendment(s)

(CHECK ONE)

- ☐ The amendment(s) was/were adopted by the members and the number of votes cast for the amendment(s) was/were sufficient for approval.
- ☒ There are no members or members entitled to vote on the amendment(s). The amendment(s) was/were adopted by the board of directors.

Dated

6/27/13

Signature

(By the chairman or vice chairman of the board, president or other officer-if directors have not been selected, by an incorporator - if in the hands of a receiver, trustee, or other court appointed fiduciary by that fiduciary)

Annette Bracero

(Typed or printed name of person signing)

Director / secretary

(Title of person signing)



Lighthouse Montessori Christian Center  
Minutes of the Board of Directors  
January 4, 2013

Directors Present:

Angel Luis Bracero, Carmen Saavedra, Jorge Saavedra and Annette Bracero.

Issues Discussed:

Amendment of Articles of Incorporation:

It was noticed that the articles of incorporation did not indicate that the pre-school was a ministry of Lighthouse International Worship Center, Assemblies of God, Inc.

Carmen motioned to correct the articles to include that "Lighthouse Montessori Christian Center is a ministry of Lighthouse International Worship Center, Assemblies of God, Inc, an organization that qualifies as an exempt organization under section 501 (c) (3) of the Internal Revenue Code, or corresponding section of any future federal tax code." Angel seconded. All approved.

Annette will update the articles with the State of Florida.

Meeting Adjourned.

AMENDED  
**ARTICLES OF INCORPORATION**  
**Lighthouse Montessori Christian Center, Inc.**  
**A Nonprofit Corporation**

**INTRODUCTION**

The concept and idea of Lighthouse Montessori Christian Center, Inc. was birthed out of a desire to service the local community in need for a preschool and kindergarten alternative. Joining the community of preschools in our local area, we strive to provide high quality childcare in addition, early childhood education based upon the philosophy and methodology of Dr. Maria Montessori. Our group of founders are Angel Luis and Annette Bracero and Jorge and Iliana Saavedra agreeing that Lighthouse Montessori Christian Center, Inc. is founded in the year of our Lord 2011. Lighthouse Montessori Christian Center, Inc., is a ministry of Lighthouse International Worship Center, Assemblies of God, Inc., an exempt organization under Section 501(c)(3) of the Internal Revenue Code of 1986, located on 650 NW Airoso Boulevard, Port Saint Lucie, FL 34983

**ARTICLE I**  
**NAME**

The official name of the corporation shall be Lighthouse Montessori Christian Center.

**ARTICLE II**  
**OFFICES AND PLACE OF BUSINESS**

The principal office and place of business of the corporation shall be located at 650 NW Airoso Boulevard, Port Saint Lucie, FL 34983. Lighthouse Montessori Christian Center, Inc. may have such other offices, either within or without the State of Incorporation, as the Board of Directors may determine from time to time.

**ARTICLE III**  
**PURPOSE AND MISSION**

Our purpose is to provide our local community with quality early childhood Christian Montessori education. To recognize each child as an individual and treated accordingly with respect and consideration. The continuing mission of Lighthouse Montessori Christian Center, Inc. is to provide high quality childcare and early childhood education based upon the philosophy and methodology of Dr. Maria Montessori. We will do this by providing a safe and nurturing environment designed around the needs of young children and their families, staffed by credentialed Montessori teachers and their trained classroom assistants.

**ARTICLE IV**  
**BOARD OF DIRECTORS**

**Section 1. General Powers.** The affairs of Lighthouse Montessori Christian Center, Inc. shall be managed by the Board of Directors whose members shall have a fiduciary obligation to Lighthouse Montessori Christian Center, Inc. .

**Section 2. Number and Term.** The number of Directors shall be no less than four (4). The term of membership shall be until Director resigns or is deceased.

**Section 3. Regular Meetings.** A regular meeting of the Board of Directors shall be held each year. The Board of Directors may provide, by resolution, the time and place for holding additional regular meetings without other notice than such resolution. Additional regular meetings shall be held at the principal office of Lighthouse Montessori Christian Center, Inc. in the absence of any designation in the resolution.

**Section 4. Special Meetings.** Special Meetings of the Board of Directors may be called at the request of any other two (2) Directors, and shall be held at the principal office of Lighthouse Montessori Christian Center, Inc. or at such other place as the Directors may determine.

**Section 5. Notice.** Notice of the annual, regular or any special meeting of the Board of Directors shall be given by oral or written notice to each Director. The attendance of a Director at any meeting shall constitute a waiver of notice of such meeting, except where a Director attends a meeting for the express purpose of objecting to the transaction of any business because the meeting is not lawfully called or convened. The business to be transacted at the meeting need not be specified in the notice or waiver of notice of such meeting, unless specifically required by law or by these Bylaws.

**Section 6. Action by Unanimous Written Consent Without Meeting.** Any action required or permitted to be taken by the Board of Directors under any provision of law may be taken without a meeting, if all members of the Board shall individually or collectively consent in writing to such action. Such written consent or consents shall be filed with the minutes of the proceedings of the Board. Such action by written consent shall have the same force and effect as the unanimous vote of the directors. Any certificate or other document filed under any provision of law which relates to action so taken shall state that the action was taken by unanimous written consent of the Board of Directors without a meeting and that the Bylaws of this corporation authorize the directors to so act, and such statement shall be prima facie evidence of such authority.

**Section 7. Quorum.** A majority of the Board of Directors shall constitute a quorum for the transaction of business at any meeting of the Board; if less than a majority of the Directors are present at any meeting, the meeting is adjourned.

**Section 8. Board Decisions.** The act of a majority of the Directors present at a meeting at which a quorum is present shall be the act of the Board of Directors.

**Section 9 Vacancies, Additions, Elections and Removal.** Any vacancy occurring in the Board of Directors shall be filled by the Board and any annual, regular or special meeting of the Board of Directors. Directors shall be removed for reason as stipulated in these Articles of Incorporation.

**Section 10. Compensation.** Directors receive salaries for their services within reasonable bounds.

## **ARTICLE V SUBSCRIBERS**

The names and places of residence of the original incorporates and subscribers to these Articles are as follows:

<b>Director/President, Angel L. Bracero, Jr.</b>	613 SW Bacon Terrace Port St. Lucie, FL 34953
<b>Director/Vice President, Jorge Saavedra</b>	652 SW Hogan Street Port St. Lucie, FL 34983
<b>Director/Treasurer, Illiana Saavedra</b>	652 SW Hogan Street Port St. Lucie, FL 34983
<b>Director/Secretary, Annette Bracero</b>	613 SW Bacon Terrace Port St. Lucie, FL 34953

## **ARTICLE VI REGISTERED AGENT**

The initial registered agent shall be: Angel Luis Bracero, Jr. who resides at 613 SW Bacon Terrace, Port St. Lucie, FL 34953

## **ARTICLE VII INCORPORATOR**

The initial incorporator shall be: Jorge Saavedra who resides at 652 SW Hogan Street  
Port St. Lucie, FL 34983.

## **ARTICLE VIII OFFICERS**

**Section 1. Officers.** The officers of the corporation shall be a Director/President, Director/Vice President, a Director/Treasurer, and a Director/Secretary. The Board of Directors may elect or appoint such other officers, including one or more assistant secretaries and one or more assistant treasurers, as it shall deem desirable, such officers to have the authority and perform the duties prescribed, from time to time, by the Board of Directors.

### **Section 2. Powers/Duties of Officers.**

(a) **The Director/President:** Shall have general management of the business of Lighthouse Montessori Christian Center, Inc.. He shall preside at all meetings of the Board of Directors and see that all orders and resolutions of the Board of Directors are carried into effect, subject, however, to the right of the Board to delegate to any other officer or officers of Lighthouse Montessori Christian Center, Inc. any specific powers, other than those that may be conferred only upon the Director/President. He shall execute in the name of Lighthouse Montessori Christian Center, Inc. all deeds, bonds, mortgages, contracts and other documents authorized by the Board of Directors. The Director/President shall have the general powers and duties of supervision and management usually vested in the office of president of a corporation.

(b) **The Director/Vice President:** Shall perform the duties and exercise the duties and powers of the Director/President in case of his/her long term absence from Lighthouse Montessori Christian Center, Inc. and with the approval of the majority of the Board. He shall perform such other duties as may from time to time be granted or imposed by the Board of Directors. The Director/Vice President shall have the powers and duties usually vested in the office of vice president of a corporation.

(c) **The Director/Treasurer:** The treasurer shall keep full and accurate account of the receipts and disbursements in books belonging to Lighthouse Montessori Christian Center, Inc., and shall deposit all moneys and other valuable effects in the name and to the credit of Lighthouse Montessori Christian Center, Inc. in such banks and depositories as may be designated by the Board of Directors, but shall not be personally liable for the safekeeping of any funds or securities so deposited pursuant to the order of the Board. He/she shall disburse the funds of Lighthouse Montessori Christian Center, Inc. as may be ordered by the Board and shall render to any member of the Board, whenever they may require, accounts of all his/her transactions as treasurer and of the financial condition of Lighthouse Montessori Christian Center, Inc.. He/she shall perform the duties usually incident to the office of treasurer and such other duties as may be prescribed by the Board of Directors.

(d) **The Director/Secretary:** The secretary shall attend all sessions of the Board held at the office of Lighthouse Montessori Christian Center, Inc. and act as clerk thereof and record all votes and the minutes of all proceedings in a book to be kept for that purpose. He/she shall perform like duties for the executive and standing committees when required. He/she shall give, or cause to be given, notice of meetings of the Board of Directors when notice is required to be given under these Bylaws or by any resolution of the Board. He/she shall have custody of the seal and authority to execute all authorized documents requiring a seal. He/she shall keep the record of students, employees of Lighthouse Montessori Christian Center, Inc., and in general perform the duties usually incident to the office of secretary, and such further duties as shall from time to time be prescribed by the Board of Directors.

(e) **Delegating Powers to Other Officers:** In case of the absence of any officer of Lighthouse Montessori Christian Center, Inc., or for any other reason that may seem sufficient to the Board, the Board of Directors may delegate respective powers from time to time to any other officer.

**Section 3. Election and Term of Office.** Lighthouse Montessori Christian Center, Inc.'s incorporating officer's term of office is indefinite. In the event any should resign, new officers shall be nominated and elected by the Board of Directors at the regular meeting of the Board of Directors by a favorable 2/3 vote. If the election of officers is not held at such meeting, such election shall be held as soon thereafter as is convenient. New offices may be created and filled at any meeting of the Board of Directors. Board members may be removed with cause as defined by these Articles of Incorporation.

**Section 4. Employment Contracts.** Lighthouse Montessori Christian Center, Inc. may enter into employment contracts as it sees fit.

**Section 5. Removal.** Any officer, may be removed by the Board of Directors whenever in its judgment the best interests of Lighthouse Montessori Christian Center, Inc. would be served thereby, but such removal shall be without prejudice to the contract rights, if any, of the officer so removed.

**Section 6. Vacancies.** A vacancy in any office, because of death, resignation, removal, disqualification, or otherwise, may be filled by any other officer as determined by the Board of Directors.

**Section 7. Resignation, Removal of Officer.**

(a) **Resignation:** In the event a Director/Officer should voluntarily choose to leave a successor will be elected.

(b) **Removal With Cause:** In the event an officer shall have serious charges preferred against him and are proven to be true, the matter shall be brought to the Board of Directors who will determine removal recommendations and process.

(c) **Order of Business:** The order of business at such meeting shall be as follows:

- a. Roll call;
- b. Presentation of evidence;
- c. Presentation of rebuttal evidence;
- e. Action of the Board

**ARTICLE IX  
INDEMNIFICATION, INSURANCE AND LIABILITY  
INDEMNIFICATION OF OFFICERS,  
DIRECTORS AND OTHER PERSONS**

**Section 1.** Lighthouse Montessori Christian Center, Inc. shall advance necessary funds or indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative (other than an action by or in the right of Lighthouse Montessori Christian Center, Inc.) by reason of the fact that the person is or was a director or officer of Lighthouse Montessori Christian Center, Inc., or is or was serving at the request of Lighthouse Montessori Christian Center, Inc. as a director or officer of another corporation, partnership, joint venture, trust or other enterprise, against expenses (including attorneys fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by the person in connection with such threatened, pending or completed action, suit or proceeding. The termination of any action, suit or proceeding by judgment, order, settlement, conviction or upon a plea of nolo contendere or its equivalent, shall not, of itself, create a presumption that the person did not act in good faith and in a manner which he reasonably believed to be in or not opposed to the best interests of Lighthouse Montessori Christian Center, Inc., and, with respect to any criminal action or proceeding, had reasonable cause to believe that his conduct was unlawful.

**Section 2.** Lighthouse Montessori Christian Center, Inc. shall advance funds or indemnify any person who is a party or is threatened to be made a party to any threatened, pending or completed action or suit by or in the right of Lighthouse Montessori Christian Center, Inc. to procure a judgment in its favor by reason of the fact that he is or was a pastor, director or officer of Lighthouse Montessori Christian Center, Inc., or is or was serving at the request of Lighthouse Montessori Christian Center, Inc. as a director, officer or representative of another corporation, partnership, joint venture, trust or other enterprise against expenses (including attorneys fees), judgments, fines and amounts paid in settlement, actually and reasonably incurred by the person in connection with such threatened, pending or completed action or suit by or in the right of Lighthouse Montessori Christian Center, Inc..

**Section 3.** Indemnification under Sections 1 and 2 of this Article shall be automatic and shall not require any determination that indemnification is proper, except that no indemnification shall be made in any case where the act or failure to act giving rise to the claim for indemnification is determined by a court of competent jurisdiction to have constituted willful misconduct or recklessness.

**Section 4.** Expenses incurred in defending a civil or criminal action, suit or proceeding of the kind described in Sections 1 and 2 of this Article shall be paid by Lighthouse Montessori Christian Center, Inc. in advance of the final disposition of such action, suit or proceeding upon receipt of an undertaking, by or on behalf of the person who may be entitled to indemnification under those Sections, to repay such amount unless it shall ultimately be determined that he is entitled to be indemnified by Lighthouse Montessori Christian Center, Inc..

**Section 5.** Lighthouse Montessori Christian Center, Inc. may, at the discretion of and to the extent and for such persons as determined by the Board of Directors of Lighthouse Montessori Christian Center, Inc., (i) indemnify any person who neither is nor was a director or officer of Lighthouse Montessori Christian Center, Inc. but who is or was a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative (and whether brought by or in the right of Lighthouse Montessori Christian Center, Inc.), by reason of the fact that the person is or was a representative of Lighthouse Montessori Christian Center, Inc., against expenses (including attorneys fees), judgments, fines and amounts paid in settlement, actually and reasonably incurred by the person in connection with such threatened, pending or completed action, suit or proceeding; and (ii) pay such expenses in advance of the final disposition of such action, suit or proceeding, upon receipt of an undertaking by or on behalf of such person to repay such amount if it shall ultimately be determined by a court of competent jurisdiction that such person is not entitled to be indemnified by Lighthouse Montessori Christian Center, Inc..

**Section 6.** Any right to indemnification provided in this Article shall continue as to a person who has ceased to be a director or officer of Lighthouse Montessori Christian Center, Inc. and shall inure to the benefit of the heirs, executors and administrators of such a person.

**Section 7.** Nothing herein contained shall be construed as limiting the power or obligation of Lighthouse Montessori Christian Center, Inc. to indemnify any person in accordance with applicable state law provisions as amended from time to time or in accordance with any similar law adopted in lieu thereof.

**Section 8.** Lighthouse Montessori Christian Center, Inc. shall also indemnify any person against expenses (including attorneys fees), actually and reasonably incurred by him in enforcing any right to indemnification under this Article, under Lighthouse Montessori Christian Center, Inc.'s state nonprofit corporation law as amended from time to time or under any similar law adopted in lieu thereof.

**Section 9.** Any person who shall serve as a director, officer, employee or agent of Lighthouse Montessori Christian Center, Inc. or who shall serve at the request of Lighthouse Montessori Christian Center, Inc., as a director, officer, employee or agent of another corporation, joint partnership, joint venture trust or other enterprise shall be deemed to do so with knowledge of and in reliance upon the rights of indemnification provided in this Article, under applicable state law indemnification provisions as amended from time to time and in or under any similar law adopted in lieu thereof.

## **ARTICLE X INSURANCE**

Lighthouse Montessori Christian Center, Inc. shall have the power to purchase and maintain insurance on behalf of any person who is or was a director, officer, employee or agent of Lighthouse Montessori Christian Center, Inc. or is or was serving at the request of Lighthouse Montessori Christian Center, Inc. as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise against any liability asserted against him and incurred by him in any such capacity, or arising out of his status as such, whether or not Lighthouse Montessori Christian Center, Inc. would have the power to indemnify him against such liability.

## **ARTICLE XI LIABILITY OF OFFICERS AND BOARD MEMBERS**

**Section 11.** To the fullest extent permitted by applicable state law, as now in effect and as amended from time to time, a director or officer of Lighthouse Montessori Christian Center, Inc. shall not be personally liable for monetary damages for any action taken or failure to take any action.

## **ARTICLE XII DIRECTORS' LIABILITY**

**Section 1.** A director of Lighthouse Montessori Christian Center, Inc. shall stand in a fiduciary relationship to Lighthouse Montessori Christian Center, Inc. and shall perform his duties as a director, including his duties as a member of any committee of the Board upon which he may serve, in good faith, in a manner he reasonably believes to be in the best interests of Lighthouse Montessori Christian Center, Inc., and with such care, including reasonable inquiry, skill and diligence, as a person of ordinary prudence would use under similar circumstances. In performing his duties, a director or committee member shall be entitled to rely in good faith on information, opinions, reports or statements, including financial statements and other financial data, in each case prepared by any of the following:

- (a) One or more officers or employees of Lighthouse Montessori Christian Center, Inc. whom the director reasonably believes to be reliable and competent in the matters presented;
- (b) Counsel, public accountants or other persons as to matters which the director reasonably believes to be reliable and competent in the matters presented;
- (c) A committee of the Board of Directors upon which he does not serve, duly designated in accordance with law, as to matters within its designated authority, which the director reasonably believes to merit confidence.

**Section 2.** Lighthouse Montessori Christian Center, Inc.'s director shall not be considered to be acting in good faith if he has knowledge concerning the matter in question that would cause his reliance to be unwarranted.

**Section 3.** In discharging the duties of their respective positions, the Board of Directors, committees of the Board of Directors and the individual directors thereof may, in considering the best interests of Lighthouse Montessori Christian Center, Inc., consider the effects of any action upon employees, suppliers and customers of Lighthouse Montessori Christian Center, Inc. and upon communities in which offices or other establishments of Lighthouse Montessori Christian Center, Inc. are located, and all other pertinent factors. The consideration of those factors shall not constitute a violation of this section.

**Section 4.** Absent breach of fiduciary duty, lack of good faith or self-dealing, actions taken as Lighthouse Montessori Christian Center, Inc.'s director or officer, or any failure to take any action shall presumed to be in the best interests of Lighthouse Montessori Christian Center, Inc.. Lighthouse Montessori Christian Center, Inc.'s director or officer shall not be personally liable for monetary damages as such for any action taken, or any failure to take any action, unless:

- (a) The officer or director has breached or failed to perform the duties of his office under this section or under the specific provisions of any employment agreement with Lighthouse Montessori Christian Center, Inc.;
- (b) The breach or failure to perform constitutes self-dealing, willful misconduct or recklessness.

**Section 5.** The provisions of this section shall not apply to:

- (a) The responsibility or liability of Lighthouse Montessori Christian Center, Inc.'s officer or director pursuant to any criminal statute; or
- (b) The liability of Lighthouse Montessori Christian Center, Inc.'s officer or director for the payment of taxes pursuant to local, state or federal law.

## **ARTICLE XIII INTERESTED DIRECTORS**

**Section 1.** No contract or transaction between Lighthouse Montessori Christian Center, Inc. and one or more of its directors or officers, or between any other corporation in which it's one or more of its

directors or officers are also directors or officers or have a financial interest shall be void or voidable solely for such reason, or solely because a director or officer is present as or participates in the meeting of the Board which authorizes the contract or transaction, or solely because his or their votes are counted for such purpose, if:

(a) The material facts as to his interest and as to the contract or transaction are disclosed or known to the Board of Directors and the Chairman of the Board in good faith authorizes the contract or transaction; or

(b) The contract or transaction is fair as to Lighthouse Montessori Christian Center, Inc. as of the time it is authorized, approved or ratified, by the Chairman of the Board of Directors.

**Section 2.** Interested directors may be counted in determining the presence of a quorum at a meeting of the Board of Directors which authorizes a contract or transaction in the preceding section.

#### **ARTICLE XIV CONTRACTS, CHECKS, DEPOSITS AND FUNDS**

**Section 1. Contracts.** The Board of Directors may authorize any officer or officers, agent or agents of Lighthouse Montessori Christian Center, Inc., in addition to the officers so authorized by these Bylaws, to enter into any contract or execute and deliver any instrument in the name of and on behalf of Lighthouse Montessori Christian Center, Inc., and such authority may be general or may be confined to specific instances.

**Section 2. Checks, Drafts, or Orders.** All checks, drafts, or orders for the payment of money, notes, or other evidences of indebtedness issued in the name of Lighthouse Montessori Christian Center, Inc. shall be signed by such officer or officers, agent or agents of Lighthouse Montessori Christian Center, Inc., and in such manner as shall from time to time be determined by resolution of the Board of Directors. In the absence of such determination by the Board of Directors, such instruments may be signed by the treasurer and President of Lighthouse Montessori Christian Center, Inc..

**Section 3. Deposits.** All funds of Lighthouse Montessori Christian Center, Inc. shall be deposited from time to time to the credit of Lighthouse Montessori Christian Center, Inc. in such banks, trust companies, or other depositories as the Board of Directors may select.

**Section 4. Gifts.** The Board of Directors may accept on behalf of Lighthouse Montessori Christian Center, Inc. any contribution, gift, bequest or devise for any purpose of Lighthouse Montessori Christian Center, Inc..

#### **ARTICLE XV CHURCH EMPLOYMENT**

**Section 1. Loyalty.** Any person considered for employment with Lighthouse Montessori Christian Center, Inc. must be a member in good standing of the community being served, and must remain as a member in good standing throughout any course of employment and all employees shall be notified in writing of such policy at the time of employment.

**Section 2. Terms of Employment.** In addition all employees shall sign and acknowledge a statement of Lighthouse Montessori Christian Center, Inc.'s Tenets of Faith and Doctrine and Code of Discipline. All employees shall be bound by the conditions of such statement, and signature by an employee of the statement shall serve as an acknowledgment that any violation or transgression of any tenet or condition will subject the employee to Lighthouse Montessori Christian Center, Inc.'s disciplinary proceedings, including suspension, or termination of employment. The Tenets of Faith and Doctrine, Code of Discipline, and description of Christian Life and Scriptural Conduct, address Lighthouse Montessori Christian Center, Inc.'s firmly established and sincerely held belief that unscriptural conduct is inconsistent with the religious tenets of Lighthouse Montessori Christian Center, Inc., cannot be tolerated and will serve as basis for termination.



## **ARTICLE XVI BOOKS AND RECORDS**

Lighthouse Montessori Christian Center, Inc. shall keep correct and complete books and records of account and shall also keep minutes of the proceedings of its members, Board of Directors, committees having and exercising any of the authority of the Board of Directors, and any other committee, and shall keep at the principal office a record giving the names and addresses of the Board of Directors members entitled to vote. All books and records of Lighthouse Montessori Christian Center, Inc. may be inspected by any member, or his agent for any proper purpose at any reasonable time.

## **ARTICLE XVII FISCAL YEAR**

The fiscal year of Lighthouse Montessori Christian Center, Inc. shall be January 1 through December 31.

## **ARTICLE XVIII DISSOLUTION**

**Section 1.** Upon the dissolution of Lighthouse Montessori Christian Center, Inc., the Board of Directors shall, after the payment of all the liabilities of Lighthouse Montessori Christian Center, Inc., dispose of all of the assets of Lighthouse Montessori Christian Center, Inc. exclusively for the purposes of Lighthouse Montessori Christian Center, Inc. in such manner, or to such organization or organizations organized and operated exclusively for the purposes of Lighthouse Montessori Christian Center, Inc. in such manner, or to such organization or organizations organized and operated exclusively for charitable, educational, religious or scientific purposes as shall qualify as an exempt corporation or organizations under Section 501(c)(3) of the Internal Revenue Code of 1986, as amended (or of the corresponding provisions of any future United States Revenue Law) as the Board of Directors shall determine.

**Section 2.** No part of the net earnings of Lighthouse Montessori Christian Center, Inc. shall inure to the benefit of, or be distributable to, its members, officers, trustees, or any person except that Lighthouse Montessori Christian Center, Inc. shall be authorized and empowered to pay reasonable compensation for services rendered, and to make payments in the furtherance of Lighthouse Montessori Christian Center, Inc.. No substantial part of the activities of organization shall be the carrying on of propaganda, or otherwise attempting to influence legislation, and the organization shall not participate in, or intervene in (including the publishing or distribution of statements) any political campaign on behalf of any candidate for public office. Notwithstanding any other provisions of the Articles of Incorporation or these Bylaws of Lighthouse Montessori Christian Center, Inc., Lighthouse Montessori Christian Center, Inc. shall not carry on any activity not permitted to be carried on (a) by a corporation exempt from Federal Income Tax, under Section 501(c)(3) of the Internal Revenue Code of 1986, as amended, (or by the corresponding section of any future Revenue Code of the United States of America) or (b) by a corporation, contributions of which are deductible under Section 170(c)(2) of the Internal Revenue Code of 1986, as amended (or the corresponding section of any future United States Revenue Law).

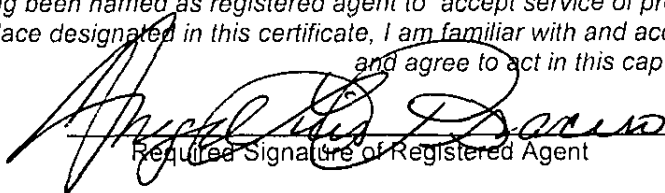
## **ARTICLE XIX SEAL**

The Board of Directors shall provide a corporate seal.

**ARTICLE XX  
AMENDMENT OF BYLAWS**

The Articles of Incorporation and these Bylaws except Article II may be altered, amended, or repealed and new bylaws may be adopted by a two-thirds (2/3) majority vote of the Board of Directors of Lighthouse Montessori Christian Center, Inc. at any regular or special combined meeting of the Board of Directors; provided, however, that any action of the Board taken for the purpose of altering, amending or repealing any part of Article Five (V) of these Bylaws may be adopted only by the unanimous vote of the Board of Directors without considering the vote of the Pastor/President. At least fourteen (14) days written advance notice of a meeting called for the purpose of altering, amending or repealing Lighthouse Montessori Christian Center, Inc.'s Bylaws or Articles of Incorporation shall be given to each member of the Board of Directors.

*Having been named as registered agent to accept service of process for the above stated corporation at the place designated in this certificate, I am familiar with and accept the appointment as registered agent and agree to act in this capacity*

  
\_\_\_\_\_  
Required Signature of Registered Agent

5/27/13  
\_\_\_\_\_  
Date

*I submit this document and affirm that the facts stated herein are true. I am aware that any false information submitted in a document to the Department of State constitutes a third degree felony as provided for in s.817.155, F.S.*

  
\_\_\_\_\_  
Required Signature of Incorporator

5/27/13  
\_\_\_\_\_  
Date