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CLEARWATER, FLORIDA 33759

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N11351

April 16, 2002

Secretary of State
Division of Corporations
P. O. Box 6327
Tallahassee, FL 32314

FILED
02 JUN -3 PM 1:17
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

Re: Merger of Grace Community Church of Palm Harbor, Inc.
and Grace Covenant Church of Palm Harbor, Inc.

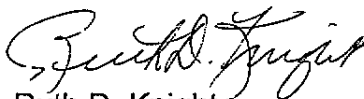
Dear Sir:

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-04/22/02--01042--012
*****70.00 *****70.00

Enclosed please find an original and one copy of Articles of Merger and Plan and Agreement of Merger, along with our check for \$70.00 for your filing fee.

Please return a stamped copy to this office as soon as possible.

Very truly yours,



Ruth D. Knight
Secretary to Robert L. Shear

rdk

Enclosures

wk\corp\pilcher.sos

N11351 Merger
out 6-3-02
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ARTICLES OF MERGER
Merger Sheet

MERGING: -----

GRACE COVENANT CHURCH OF PALM HARBOR, INC., a Florida entity,
document 744305

INTO

GRACE COMMUNITY CHURCH OF PALM HARBOR, INC., a Florida entity,
N11351.

File date: June 3, 2002

Corporate Specialist: Carol Mustain



FLORIDA DEPARTMENT OF STATE
Katherine Harris
Secretary of State

April 25, 2002

ROBERT L. SHEAR, P.A.
% RUTH KNIGHT
2790 SUNSET POINT RD.
CLEARWATER, FL 33759

SUBJECT: GRACE COMMUNITY CHURCH OF PALM HARBOR, INC.
Ref. Number: W02000011911

We have received your document for GRACE COMMUNITY CHURCH OF PALM HARBOR, INC. and your check(s) totaling \$70.00. However, the enclosed document has not been filed and is being returned for the following correction(s):

Our records show no entity by this name.

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) 245-6916.

Carol Mustain
Corporate Specialist

Letter Number: 102A00025362

ARTICLES OF MERGER

Pursuant to Section 617.1105 of the Florida Not for Profit Corporation Act, **GRACE COMMUNITY CHURCH OF PALM HARBOR, INC.**, a Florida Not For Profit Corporation, formerly known as **COMMUNITY PRESBYTERIAN CHURCH OF TAMPA BAY, INCORPORATED**, and **GRACE COVENANT CHURCH OF PALM HARBOR, INC.**, a Florida not-for-profit corporation, adopt the following Articles of Merger for the purpose of merging GRACE COVENANT CHURCH OF PALM HARBOR, INC., a Florida Corporation, into GRACE COMMUNITY CHURCH OF PALM HARBOR, INC., a Florida Corporation, the latter of which is to survive the merger.

ARTICLE I

That certain Plan and Agreement of Merger (the "Agreement") dated the 24th day of February, 2002, by and between GRACE COMMUNITY CHURCH OF PALM HARBOR, INC. a Florida corporation, hereinafter referred to as the "GRACE COMMUNITY", and GRACE COVENANT CHURCH OF PALM HARBOR, INC., a Florida corporation, hereinafter referred to as the "GRACE COVENANT", attached hereto and made a part of this instrument, was duly approved by the Trustees of the respective Florida corporations, pursuant to Section 617.0701 of the Florida Not for Profit Corporation Act (the "Act") on the 24th day of February, 2002.

ARTICLE II

The Agreement was approved by the Trustees of both Florida corporations, pursuant to Section 617.1105 of the Act on the 24th day of February, 2002.

ARTICLE III


Of the Trustees of the Florida corporations entitled to vote upon the Agreement had

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TALLAHASSEE, FLORIDA

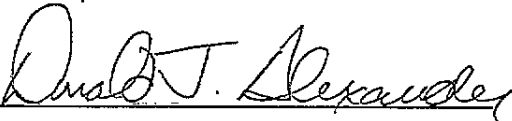
the Agreement been submitted to a vote of Trustees pursuant to Section 617.1105 of the Act, the Trustees have consented and authorized the Agreement by written consent in accordance with Section 617.1105 of the Act.

IN WITNESS WHEREOF, the parties to these Articles of Merger have caused them to be duly executed by their respective authorized Trustees.

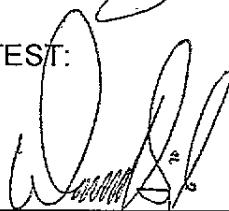
ATTEST:


Secretary

GRACE COMMUNITY CHURCH OF
PALM HARBOR, INC., a Florida Not For
Profit corporation

By: 

ATTEST:

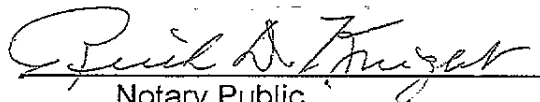

Secretary

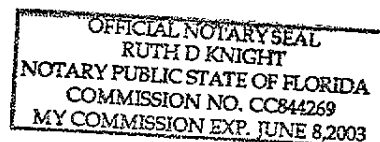
GRACE COVENANT CHURCH OF
PALM HARBOR, INC. a Florida
Not For Profit corporation

By: 
LaVerne A. Pilcher, Director

STATE OF FLORIDA
COUNTY OF PINELLAS

The foregoing was acknowledged before me on April 15, 2002, by LaVerne A. Pilcher, as Director and Trustee GRACE COVENANT CHURCH OF PALM HARBOR, INC. a Florida not-for-profit corporation, and DONALD J. ALEXANDER, as Director and Trustee of GRACE COMMUNITY CHURCH OF PALM HARBOR, INC., a Florida not-for-profit corporation.


Notary Public
My Commission Expires:



PLAN AND AGREEMENT OF MERGER

THIS AGREEMENT OF MERGER dated the 15th day of April, 2002, by and between GRACE COVENANT CHURCH OF PALM HARBOR, INC., a Florida not for profit corporation, hereinafter referred to as "GRACE COVENANT", and GRACE COMMUNITY CHURCH OF PALM HARBOR, INC., a Florida not for profit corporation, hereinafter referred to as "GRACE COMMUNITY".

WITNESSETH:

WHEREAS, GRACE COVENANT CHURCH OF PALM HARBOR, INC. is a non-profit corporation duly organized and existing under the laws of the State of Florida; and

WHEREAS, GRACE COMMUNITY CHURCH OF PALM HARBOR, INC. is a non-profit corporation duly organized and existing under the laws of the State of Florida; and

WHEREAS, GRACE COVENANT and GRACE COMMUNITY have agreed that GRACE COVENANT shall merge into GRACE COMMUNITY, upon the terms and conditions and in the manner set forth in this Agreement and in accordance with the applicable laws of the State of Florida.

NOW, THEREFORE, in consideration of the mutual covenants, agreement, provisions, grants, warranties and representations contained in this Agreement and in order to consummate the transactions described above, GRACE COVENANT and GRACE COMMUNITY, the constituent corporations to this Agreement, agree as follows:

1. **Plan of Merger.** GRACE COVENANT and GRACE COMMUNITY agree that GRACE COVENANT shall be merged into GRACE COMMUNITY, as a single corporation, upon the terms and conditions of this Agreement and GRACE COMMUNITY shall continue under the laws of the State of Florida as the surviving corporation (the "Surviving

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SECRETARY OF STATE
TALLAHASSEE, FLORIDA

Corporation") and they further agree as follows:

a. The purposes, the registered agent, the address of the registered office, number of directors and Trustees of the surviving corporation shall be as appears in the Articles of Incorporation of GRACE COMMUNITY as on file with the office of the Secretary of State of the State of Florida on the date of this Agreement. The terms and provisions of the Articles of Incorporation are incorporated in this Agreement. From and after the effective date and until further amended, altered or restated as provided by law, the Articles of Incorporation separate and apart from this Agreement shall be and may be separately certified as the Articles of Incorporation of the surviving corporation.

b. The Articles of Incorporation of GRACE COMMUNITY on the effective date shall remain the same as they presently read.

c. The By-laws of GRACE COMMUNITY which were adopted from Community Presbyterian Church, in effect on the effective date shall be the By-laws of the surviving corporation until they shall be altered, amended or repealed or until new By-laws are adopted as provided in them. The Bylaws of the Community Presbyterian Church, now the By-laws of GRACE COMMUNITY, are hereby adopted and ratified by the newly merged corporation.

d. The persons who upon the effective date of the merger shall constitute the Trustees of the surviving corporation shall be the persons constituting the Board of Trustees of GRACE COMMUNITY on the effective date. If on the effective date of merger any vacancy exists on the Board of Trustees of the surviving corporation, that vacancy may be filled in the manner provided in the By-laws of the surviving corporation.

e. The persons who upon the effective date of the merger shall constitute

the officers of the surviving corporation shall be the persons constituting the officers of GRACE COMMUNITY on the effective date.

2. **Submission to Trustees.** This Agreement shall be submitted to the Trustees of GRACE COVENANT and GRACE COMMUNITY (the "constituent corporations") for their consent and approval in accordance with Section 617.1105 of the Florida Not for Profit Corporation Act or for consideration at a meeting of Trustees in accordance with Section 617.1105 of the Act on February 24, 2002, (or such later date as the Trustees of the GRACE COVENANT and GRACE COMMUNITY shall mutually approve) and, if it is practicable thereafter, the fact that this agreement has been adopted and approved as above provided shall be certified by their respective Secretaries, and this Agreement and appropriate Articles of Merger shall be signed, acknowledged and filed pursuant to the laws of the State of Florida. The merger of GRACE COVENANT into GRACE COMMUNITY shall become effective upon the filing of this Agreement and appropriate Articles of Merger with the office of the Secretary of State of Florida. The date on which the merger of the GRACE COVENANT into GRACE COMMUNITY becomes effective is called in this instrument the "effective date" of the merger.

3. **Effect of Merger.** When this Agreement shall have been approved, signed, acknowledged and filed, the separate existence of GRACE COVENANT shall cease and GRACE COVENANT shall be merged into the surviving corporation in accordance with this Agreement, and the surviving corporation shall continue unaffected and unimpaired by the merger and shall possess all of the rights, privileges, powers, franchises, patents, trademarks, licenses and registrations, both of a public and private nature, and shall be subject to all the restrictions, disabilities and duties of each of the constituent corporations

so merged, and all and singular the rights, privileges, powers, franchises, patents, trademarks, and registrations of each of the constituent corporations; and all property, real, personal and mixed, and all debt due to either of the constituent corporations on whatever account as well as all other things in action or belonging to each of the constituent corporations shall be vested in the surviving corporation; and all property, rights, privileges, powers, franchises, patents, trademarks, licenses and registrations and every other interest thereafter shall be as effectually the property of the surviving corporation as they were of the respective constituent corporations; and the title to any real estate, whether vested by deed or otherwise in either of the constituent corporations under the laws of the State of Florida, or any other state where real estate may be located, shall not revert or in any way be impaired by reason of the merger, provided that all rights of creditors and all liens upon the property of any of the constituent corporations shall be preserved unimpaired; and all debts, liabilities and duties of the constituent corporations shall then attach to the surviving corporation and may be enforced against it to the same extent as if those debts, liabilities and duties had been incurred or contracted by it.

4. **Compliance with State Law.** The GRACE COVENANT corporation and GRACE COMMUNITY corporation shall each take all appropriate corporate action to comply with the applicable laws of the State of Florida in connection with the contemplated merger.

5. **Agreement to Take Necessary Actions.** Prior to and from and after the effective date the constituent corporations shall take all action necessary or appropriate in order to effectuate the merger. In case at any time after the effective date the surviving corporation shall determine that any further conveyance, assignment or other document

or any further action is necessary or desirable to vest in the surviving corporation full title to all properties, assets, rights, privileges and franchises of the GRACE COVENANT corporation, the Trustees of the constituent corporation shall execute and deliver all instruments and take all action the surviving corporation may determine to be necessary or desirable in order to vest in and confirm to the surviving corporation title to and possession of all properties, assets, privileges and franchises, and otherwise to carry out the purposes of this Agreement.

6. Representations of the GRACE COVENANT Corporation and its Trustees.

The GRACE COVENANT corporation represents and warrants to and agrees with the GRACE COMMUNITY corporation, as follows:

a. The GRACE COVENANT corporation is a corporation duly organized, validly existing and in good standing under the laws of the State of Florida, and has full corporate power and authority to carry on its business as it is now being conducted and to own and lease property, and is duly qualified or authorized to do business and is in good standing in each jurisdiction in which the character and location of the properties owned or leased by it or the nature of the business transacted by it makes those qualifications or authorizations necessary. The GRACE COVENANT corporation is not presently being challenged as to its right to do business as presently conducted in any jurisdiction. The copies of the Articles of Incorporation, and the By-laws of the GRACE COVENANT corporation previously delivered to the GRACE COMMUNITY corporation are true, correct and complete copies as now in full force and effect. No provision of those instruments nor any other instrument to which the GRACE COVENANT corporation is subject to prohibits, limits or otherwise affects the right, power and authority of the GRACE

COVENANT corporation to enter into this Agreement or to cause the consummation of the merger.

a. The GRACE COVENANT corporation presently has no subsidiaries.

b. The execution, delivery and performance of this Agreement has been duly and effectively authorized by the Trustees of the GRACE COVENANT corporation and will be submitted to the Trustees of the GRACE COVENANT corporation for approval under Section 617.1105 of the Florida Not for Profit Corporation Act.

7. Representations and Warranties of the GRACE COMMUNITY Corporation and its Trustees. The GRACE COMMUNITY corporation represents and warrants to and agrees with the GRACE COVENANT corporation as follows:

a. The GRACE COMMUNITY corporation is a corporation duly organized, validly existing and in good standing under the laws of the State of Florida, and has full corporate power to carry on its business as it is now being conducted.

b. The GRACE COMMUNITY corporation is not, and by the execution and performance of this Agreement will not be, in breach of any term or provision of or in default under, and no event has occurred that the lapse of time or action by a third party could result in a default under any outstanding indenture, contract or agreement to which it is a party or to which it may be subject, or under any provision of its certificate of incorporation or by-laws, except for possible defaults that individually or in the aggregate would not have any material adverse effect on the business of the GRACE COMMUNITY corporation.

c. The execution and performance of this Agreement by the GRACE COMMUNITY corporation have been duly and effectively authorized by the Trustees of

the GRACE COMMUNITY corporation.

8. **Necessary Approvals.** The execution, delivery and performance of this Agreement shall have been duly and effectively authorized by the Trustees of the GRACE COMMUNITY corporation and approved by the Trustees of the GRACE COMMUNITY corporation, in accordance with Section 617.1105 of the Florida Not for Profit Corporation Act. The GRACE COVENANT corporation shall have received copies of the resolutions adopted by the Trustees of the GRACE COMMUNITY corporation, certified to be true and correct by the Secretary of the GRACE COMMUNITY corporation.

9. **Opinion of Counsel.** The GRACE COVENANT corporation shall have been furnished with an opinion, dated the effective date, of the attorneys for the GRACE COMMUNITY corporation, to the effect that:

a. The GRACE COMMUNITY corporation is a corporation duly organized, validly existing and in good standing under the laws of the State of Florida, has the corporate power to carry on its business as it is then being conducted and is fully qualified to do business and is in good standing in each jurisdiction in which the character and location of the properties owned by it or the nature of the businesses transacted by it makes that qualification necessary. For the purposes of determining jurisdictions in which the GRACE COMMUNITY corporation is required to qualify as a foreign corporation, (if at all), those attorneys may rely as to matters of fact upon certificates of officers of those companies.

b. The execution, delivery and performance of this Agreement by the GRACE COMMUNITY corporation has been duly authorized, adopted and approved by all requisite action of the Trustees of the GRACE COMMUNITY corporation in accordance

with Florida law, and no consent or approval by any state or municipal agency under the laws of the State of Florida is required; this Agreement has been duly executed, sealed, and delivered by the GRACE COMMUNITY corporation and a majority of its Trustees and constitutes a valid and binding obligation of the GRACE COMMUNITY corporation in accordance with its terms, except as limited by bankruptcy, insolvency or other laws affecting the enforcement of creditors' rights and when filed pursuant to Florida law the merger of the GRACE COVENANT corporation into the GRACE COMMUNITY corporation shall become effective as contemplated in this Agreement.

10. **Governing Law**. This Agreement is made pursuant to and shall be construed under the laws of the State of Florida. It shall inure to the benefit of and be binding upon the GRACE COMMUNITY corporation and the GRACE COVENANT corporation, and their respective successors and assigns; nothing in this Agreement, expressed or implied, is intended to confer upon any other person any rights or remedies upon or by reason of this Agreement.

11. **Counterparts**. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF the duly authorized Trustees of the constituent corporations, acting through their duly authorized Trustees, all parties to this Agreement, this 15th day of April, 2002, have signed this Plan and Agreement of Merger.

ATTEST:



GRACE COVENANT CHURCH OF
PALM HARBOR, INC., a Florida
not-for-profit corporation

By: LaVerne A. Pilcher

ATTEST:

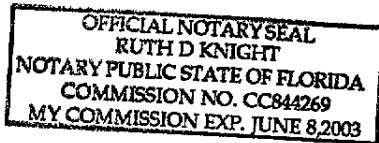
GRACE COMMUNITY CHURCH OF
PALM HARBOR, INC., a Florida
not-for-profit corporation



By: 

STATE OF FLORIDA
COUNTY OF PINELLAS

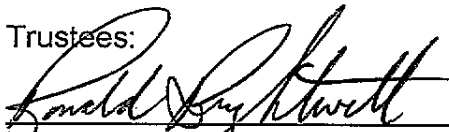
The foregoing was acknowledged before me on April 15, 2002.





Notary Public

Trustees:



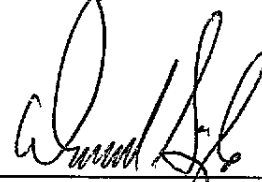
Ronald Brightwell




Laverne A. Pilcher



Donald J. Alexander



David Siple



Jonathan Yoder