

Florida Department of State

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MERGER OR SHARE EXCHANGE

Boca Glades Baptist Church (Inc.)

Certificate of Status	0
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ARTICLES OF MERGER

Pursuant to the provision of Section 617.1105 of the Florida Not For Profit Corporation Act, the undersigned corporations adopt the following Articles of Merger for the purpose of merging First Baptist Church of Boca Raton, Florida, Inc. into Boca Glades Baptist Church (Inc.):

1. The names of the corporations that are parties to this merger are Boca Glades Baptist Church (Inc.) and First Baptist Church of Boca Raton, Florida, Inc. Boca Glades Baptist Church (Inc.) is the surviving corporation.

2. The Plan of Merger, a copy of which is attached hereto and is hereby incorporated into these Articles of Merger, was adopted on December 13, 2020, as of December 16, 2020, by the members of each of the undersigned corporations in the manner prescribed by Section 617.1103 of the Florida Not For Profit Corporation Act.

3. As to each of the undersigned corporations, the number of members is as follows:

<u>Name of Corporation</u>	<u>Total Number of Members</u>	<u>Entitled to Vote as a Class</u>	
		<u>Designation of Class</u>	<u>Number in Class</u>
Boca Glades Baptist Church (Inc.)	258	Active Members	258
First Baptist Church of Boca Raton, Florida, Inc.	118	Members	118

4. As to each of the undersigned corporations, the total number of members voting for and against the Plan, respectively, as to any class entitled to vote thereon as a class, are as follows:

<u>Name of Corporation</u>	<u>Number of Members</u>	
	<u>Total Voted for</u>	<u>Total Voted Against</u>
Boca Glades Baptist Church (Inc.)	75	1
First Baptist Church of Boca Raton, Florida, Inc.	28	1

DATED: 12/16/20

BOCA GLADES BAPTIST CHURCH (INC.)

By: [Signature]
Print Name: Michael Bernard
Title: Vice President

FIRST BAPTIST CHURCH OF BOCA RATON,
FLORIDA, INC.

By: [Signature]
Print Name: DANIEL E. YATES
Title: Treasurer

Articles of Merger.wpd

PLAN OF MERGER

THIS PLAN OF MERGER is entered into as of December 16, 2020, by and between Boca Glades Baptist Church (Inc.) ("Glades") and First Baptist Church of Boca Raton, Florida, Inc. ("FBC"). Glades and FBC may be known together as the "Parties" or the "merging corporations."

RECITALS:

Glades is a not-for-profit corporation organized and existing under the laws of the State of Florida, with its ~~Articles~~ of Incorporation having been filed with the Secretary of State on November 14, 1985.

FBC is a not-for-profit corporation organized and existing under the laws of ~~the State of~~ Florida, with its Articles of Reincorporation having been filed with the ~~Secretary~~ of State on December 11, 1975.

The members of each of the merging corporations deem it advisable that Glades and FBC be merged into a single entity on the terms and conditions set forth in this Plan of Merger and pursuant to the Florida Not for Profit Corporation Act (the "Act").

The surviving corporation will be Glades. The name of Glades will be changed at the time of the merger.

NOW THEREFORE, in consideration of the premises and of the mutual agreements set forth in this Plan, the parties agree as follows:

I. **Merger.** FBC shall be merged into Glades in accordance with the provisions of the Act, and the name of Glades shall thereupon be changed to CrossBridge Baptist Church Inc. (known hereafter as "CrossBridge Baptist Church Inc. "). Glades shall file a name change statement with the Secretary of State effecting the name change.

II. **Effective Date of Merger.** The effective date of the merger ("Effective Date") shall be January 1, 2021.

III. **Effect of Merger.**

A. At the Effective Date, FBC shall cease to exist separately, and shall be merged into Glades, in accordance with the provisions of this Plan of Merger and the Act.

B. As the surviving corporation, Glades shall possess all the rights and privileges of each of the merging corporations. It shall also possess title to all real, personal, and mixed property and debts owned by or due to either of the merging corporations. Every other interest belonging to or due to each of the merging corporations shall be deemed to be transferred to and vested in Glades without the necessity of further action. Because of Glades' name

change, the title to any real estate, or any interest in real estate, vested in either of the merging corporations shall vest on the Effective Date in the name of CrossBridge Baptist Church Inc.

C. CrossBridge Baptist Church Inc. shall assume and be liable on the Effective Date for all of the liabilities and obligations of the merging corporations. CrossBridge Baptist Church Inc. may prosecute or defend to judgment any claim existing, or any action or proceeding pending, by and against any of the merging corporations as if the merger had not taken place, or CrossBridge Baptist Church Inc. may be substituted in place of the merging corporations. The merger shall impair neither the rights of creditors nor any liens upon the property of any of the merging corporations.

IV. **Membership.** All members of FBC and all members of Glades shall, upon consummation of the merger on the Effective Date, be members of CrossBridge Baptist Church Inc.

V. **Governing Document of Merged Church.**

A. *Articles of Incorporation.* At the Effective Date, Glades' Articles of Incorporation shall be the surviving corporation's Articles of Incorporation, subject only to the name change amendment described in Article I, above, until further amended as provided by law.

B. *Bylaws.* At the Effective Date, the Constitution and Bylaws of Glades shall be the surviving corporation's Bylaws.

VI. **Representations and Warranties.**

A. Each of the merging corporations warrants that the accounts payable and receivable as of the date of adoption of this Plan of Merger have been disclosed to each other's Merger Steering Committee, and that there are no other debts of each of the respective corporations.

B. Each of the merging corporations affirms that it has the authority to merge and that there are no legal obstacles to such merger.

VII. **Further Action.** From time to time before the Effective Date, and when requested by any merging corporation, the other party will take such actions as the requesting party may deem necessary or desirable, and as are reasonable, in order to vest in and confirm to CrossBridge Baptist Church Inc. the title to and possession of all of the property, rights, privileges, powers and franchises of both FBC and Glades, and otherwise to carry out the intent and purposes of this Plan of Merger.

VIII. **Conduct of Business Pending Effective Date of Merger.** The merging corporations agree to the following terms, which will be in effect only until the Effective Date:

A. Activities and business of the merging corporations will be conducted as normally conducted until the Effective Date.

B. Except as to the name change set forth above, no change will be made in or to the Articles of Incorporation or Bylaws of either of the merging corporations without the prior written consent of the other merging corporation.

IX. **Benefit.** This Plan of Merger shall be binding upon, and inure to the benefit of, the respective legal representatives and members of the merging corporations and to the successors and assigns of CrossBridge Baptist Church Inc.

X. **Governing Law.** This Plan of Merger is intended to be performed in the State of Florida and shall be construed and enforced in accordance with the laws of Florida.

XI. **Entire Agreement; Construction; Severability; Waiver.** This Plan of Merger constitutes the entire agreement between the parties. Both Glades and FBC participated in the preparation of this Plan of Merger, and this Plan of Merger shall not be construed against any party by virtue of the persons involved in drafting it. In the event that any provision of this Plan of Merger is deemed void or unenforceable for any reason, the unenforceability shall not affect the remainder of the Plan of Merger, which shall remain in full force. Waiver by either party of a breach or a violation of any provision or term of this Plan of Merger shall not be construed to be a waiver of any subsequent breach of the provision or term, or of any other provision or term, of this Plan of Merger.

THIS PLAN OF MERGER is executed by and through the parties' undersigned authorized representatives as of this 16 day of December, 2020.

BOCA GLADES BAPTIST CHURCH (INC.)

FIRST BAPTIST CHURCH OF BOCA RATON,
FLORIDA, INC.

By:

Print Name:

Title:

By:

Print Name:

Title: