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(Requestor's Name)

(Address)

(Address)

(City/State/Zip/Phone #)

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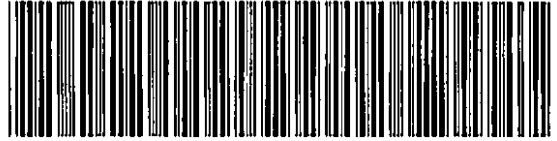
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FILED
2019 JAN -9 PM 5:47
CLERK OF STATE
TALLAHASSEE FL

COVER LETTER

TO: Amendment Section ✖
Division of Corporations

SUBJECT: Naples Church, Inc.

(Name of Surviving Corporation)

The enclosed Articles of Merger and fee are submitted for filing.

Please return all correspondence concerning this matter to following:

Jared Hodge

(Contact Person)

ChurchShield, LLC

(Firm/Company)

15215 Endeavor Drive

(Address)

Noblesville, IN 46060

(City/State and Zip Code)

For further information concerning this matter, please call:

Jared Hodge

(Name of Contact Person)

At (317) 900-7024
(Area Code & Daytime Telephone Number)



Certified copy (optional) \$8.75 (Please send an additional copy of your document if a certified copy is requested)

STREET ADDRESS:

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

MAILING ADDRESS:

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

ARTICLES OF MERGER

OF

LIVING WORD FAMILY CHURCH, INC.

AND

NAPLES CHURCH, INC.

FILED

2019 JAN -9 PM 5:47

**ARTICLES OF MERGER
OF
LIVING WORD FAMILY CHURCH, INC.
AND
NAPLES CHURCH, INC.**

Pursuant to §617.1105 of the Florida Statutes, Living Word Family Church, Inc., a Florida nonprofit corporation ("LWFC"), and Naples Church, Inc., a Florida nonprofit corporation ("Naples Church"), jointly and severally adopt the following Articles of Merger for the purpose of merging LWFC with and into Naples Church (the "Merger").

FIRST: The name of the surviving corporation is Naples Church, Inc. ("Naples Church"), a Florida nonprofit corporation which has been issued document number N13000009544.

SECOND: The name, jurisdiction and document number of the merging corporation is:

<i>Name</i>	<i>Jurisdiction</i>	<i>Document Number</i>
Living Word Family Church, Inc.	Florida	N99000002538

THIRD: The Agreement and Plan of Merger adopted by the unanimous consent of all of the Directors of the foregoing merging corporations is attached as Exhibit A to these Articles of Merger.

FOURTH: The Merger shall be effective on the date of filing with the Department of State.

FIFTH: The Adoption of the Plan of Merger by the merging corporation, LWFC, was adopted by unanimous consent of four (4) directors, representing all of the directors of the merging corporation. All four (4) directors voted in favor of the Plan of Merger on the 12th of November 2018. The corporation has no members.

SIXTH: The Adoption of the Plan of Merger by the surviving corporation, Naples Church, was adopted by unanimous consent of four (4) directors, representing all of the directors of the surviving corporation. All four (4) directors voted in favor of the Plan of Merger on the 12th of November 2018. The corporation has no members.

SEVENTH: The persons signing these Articles of Merger have been delegated the requisite corporate authority to execute and file these articles on behalf of their respective corporations.

EIGHTH: The Articles of Incorporation of Naples Church, the surviving corporation, shall be the Articles of Incorporation presently on file with the State of Florida.

IN WITNESS WHEREOF, these Articles of Merger have been executed on behalf of the parties hereto as of the 31st day of December 2018.

LIVING WORD FAMILY CHURCH, INC., a Florida nonprofit corporation

By: 

Paul Foslien, President

NAPLES CHURCH, INC., a Florida nonprofit corporation

By: 

Paul Foslien, President

**AGREEMENT AND PLAN OF MERGER
OF
LIVING WORD FAMILY CHURCH, INC.
AND
NAPLES CHURCH, INC.**

This Agreement and Plan of Merger ("Agreement") is entered into by and among Living Word Family Church, Inc., a Florida nonprofit corporation whose business address is 7550 Mission Hills Dr., Suite 314, Naples, Florida 34119 ("LWFC"), the Directors of LWFC, to wit, Paul Foslien, Maria Foslien, Tony Cooke and Jane Hillman McDonnough, ("LWFC Directors"), Naples Church, Inc., a Florida nonprofit corporation whose business address is 7550 Mission Hills Dr., Suite 314, Naples, Florida 34119 ("Naples Church"), and the Directors of Naples Church, to wit: Paul Foslien, Maria Foslien, Jane Hillman McDonnough and Tony Cooke ("Naples Church Directors"), all on this 31st day of December 2018.

RECITALS

WHEREAS, the parties to this Agreement desire that Naples Church, the surviving corporation, acquire LWFC, the merging corporation, through a transfer of the assets from LWFC to Naples Church on the Effective Date as described below; and

WHEREAS, the parties hereto desire to set forth certain representations, warranties and covenants made by each to the other as an inducement to the exchange;

NOW, THEREFORE, in consideration of the promises and of the mutual representations, warranties and covenants and for other good and valuable consideration, the receipt of which is hereby acknowledged, the parties hereby agree as follows:

**ARTICLE I
COMBINATION AND ASSET TRANSFER**

Subject to the terms and conditions contained herein, the LWFC Directors shall cause the title of the assets of LWFC to be recorded in the name of Naples Church by such instruments and documentation as shall be necessary to accomplish that task on the effective date of the merger. Following the retitling of assets, LWFC will cease its corporate existence in accordance with the Articles of Merger.

ARTICLE II
REPRESENTATIONS AND WARRANTIES OF LWFC

- A. LWFC is a corporation validly existing and in active status under the Laws of the State of Florida. LWFC is duly qualified to conduct business as a corporation not-for-profit and is in good standing. LWFC has all requisite corporate power and authority to own its properties and to carry on its business purposes.
- B. LWFC has no Members. No person or entity is entitled to the residual assets of LWFC.
- C. LWFC does not own, directly or indirectly, any capital stock or other equity securities of any other corporation or have any direct or indirect equity or other ownership interest in any entity or business.
- D. True and complete copies of the Articles of Incorporation and Bylaws of LWFC have been made available to the Board of Directors of Naples Church. The minute books of LWFC have been made available to the Board of Directors of Naples Church for examination and contain complete and accurate records of all material corporate action taken by the Board of Directors of LWFC.
- E. The execution and delivery of this Agreement and the other documents and instruments to be executed and delivered by LWFC pursuant hereto and the consummation by LWFC of the transactions contemplated herein have been duly authorized by the Board of Directors of LWFC.
- F. LWFC has filed all tax returns required to be filed by it and all such returns are complete and accurate in all respects. LWFC has paid or made adequate provision for the payment of all taxes owed, whether or not shown as due on such tax returns.
- G. Title to Assets:
 - 1. LWFC has good and marketable title to all of its assets and properties free and clear of all liens, except those disclosed to Naples Church Directors.
 - 2. All of LWFC's tangible property, taken as a whole, is in good operating condition and repair, subject to normal wear and tear, and is usable in the ordinary course of business consistent with LWFC's past practices.

ARTICLE III
REPRESENTATIONS AND WARRANTIES OF NAPLES CHURCH

- A. Naples Church is a corporation validly existing and in active status under the Laws of the State of Florida. Naples Church is duly qualified to conduct business as a corporation not-for-profit and is in good standing. Naples Church has all requisite corporate power and authority to own its properties and to carry on its business purposes.

- B. Naples Church has no Members. No person or entity is entitled to the residual assets of Naples Church.
- C. True and complete copies of the Articles of Incorporation and Bylaws of Naples Church have been made available to the Board of Directors of LWFC. The minute books of Naples Church have been made available to the Board of Directors of LWFC for examination and contain complete and accurate records of all material corporate action taken by the Board of Directors of Naples Church.
- D. The execution and delivery of this Agreement and the other documents and instruments to be executed and delivered by Naples Church pursuant hereto and the consummation by the Naples Church of the transactions contemplated hereby and thereby have been duly authorized by the Board of Directors of Naples Church.
- E. Naples Church has filed all tax returns required to be filed by it and all such returns are complete and accurate in all respects. Naples Church has paid or made adequate provision for the payment of all taxes owed, whether or not shown as due on such tax returns.
- F. Title to Assets:
 - 1. Naples Church has good and marketable title to all of its assets and properties free and clear of all liens, except those disclosed to LWFC's Directors.
 - 2. All of Naples Church's tangible property, taken as a whole, is in good operating condition and repair, subject to normal wear and tear, and is usable in the ordinary course of business consistent with Naples Church's past practices.

ARTICLE IV **COVENANTS**

From and after the date of this Agreement, the parties shall comply with the following covenants:

- A. Reasonable access during normal business hours to all of the properties, books, records, contracts and documents of LWFC and Naples Church for the purpose of such inspection, investigation and testing as each party deems appropriate.
- B. LWFC and Naples Church will carry on their continuing business activities in the ordinary course and in substantially the same manner as heretofore conducted and will not make or institute any material changes in its methods of purchase, sale, management, accounting or operation.
- C. LWFC and Naples Church shall not enter into any material contract outside of the ordinary course of business.

ARTICLE V
CONDITIONS PRECEDENT TO LWFC'S OBLIGATIONS

Each and every obligation of LWFC to be performed on the Closing Date shall be subject to the satisfaction prior to or at the Closing of each of the following conditions:

- A. Each of the representations and warranties made by Naples Church in this Agreement shall be true and correct in all material respects when made and shall be true and correct in all material respects at and as of the Closing Date as though such representations and warranties were made or given on and as of the Closing Date, except for any changes permitted by the terms of this Agreement or consented to by LWFC, provided that for purposes of this Section A, if any representation or warranty made by Naples Church includes a materiality qualifier, such qualifier shall be disregarded solely for purposes of determining compliance with this Section A.
- B. Naples Church shall have performed and complied with all of its agreements and obligations under this Agreement that are to be performed or complied with by it prior to or on the Closing Date.
- C. All approvals, consents and waivers shall have been received, and executed counterparts thereof shall have been delivered to LWFC, prior to the Closing.
- D. The Articles of Merger shall have been filed with the Florida Department of State.
- E. Certified copies of the resolutions of the Naples Church Directors authorizing and approving this Agreement and the consummation of the transactions contemplated by this Agreement shall be provided to LWFC.

ARTICLE VI
CONDITIONS PRECEDENT TO NAPLES CHURCH OBLIGATIONS

Each and every obligation of Naples Church to be performed on the Closing Date shall be subject to the satisfaction prior to or at the Closing of each of the following conditions:

- A. Each of the representations and warranties made by LWFC in this Agreement shall be true and correct in all material respects when made and shall be true and correct in all material respects at and as of the Closing Date as though such representations and warranties were made or given on and as of the Closing Date, except for any changes permitted by the terms of this Agreement or consented to by Naples Church, provided that for purposes of this Section A if any representation or warranty made by LWFC includes a materiality qualifier, such qualifier shall be disregarded solely for purposes of determining compliance with this Section A.

- B. LWFC shall have performed and complied with all of its agreements and obligations under this Agreement that are to be performed or complied with by it prior to or on the Closing Date.
- C. All approvals, consents and waivers shall have been received, and executed counterparts thereof shall have been delivered to Naples Church, prior to the closing.
- D. The Articles of Merger shall have been filed with the Florida Department of State.
- E. Certified copies of the resolutions of the LWFC Directors authorizing and approving the Agreement and the consummation of the transactions contemplated by this Agreement shall be provided to Naples Church.

ARTICLE VII **MISCELLANEOUS**

- A. Further Assurance. From time to time, at a party's request and without further consideration, the other party will execute and deliver to the requesting party such documents and take such other action as the requesting party may reasonably request in order to consummate more effectively the transactions contemplated hereby.
- B. Assignment. The rights and obligations of a party hereunder may not be assigned, transferred or encumbered, in whole or in part, without the prior written consent of the other party.
- C. Law Governing Agreement. This Agreement shall be construed and interpreted according to the Laws of the State of Florida, excluding any choice of law rules that may direct the application of the Laws of another jurisdiction.
- D. Amendment and Modification. Naples Church and LWFC may amend, modify and supplement this Agreement, and any of the terms, covenants, representations, warranties or conditions hereof may be waived, only by a written instrument executed on behalf of all of the parties hereto or, in the case of a waiver, by the party waiving compliance.
- E. Notice. All notices, requests, demands and other communications hereunder shall be given in writing and shall be: (a) personally delivered; (b) sent by email, facsimile transmission or other electronic means of transmitting written documents; or (c) sent to the parties at their respective addresses indicated herein by registered or certified U.S. mail, return receipts requested and postage prepaid, or by private overnight mail courier.

service. The respective addresses to be used for all such notices, demands, or requests are as follows:

If to LWFC: Living Word Family Church, Inc.
Attn: Debbie Jacinto
7550 Mission Hills Dr., Suite 314
Naples, Florida 34119

If to Naples Church: Naples Church, Inc.
Attn: Debbie Jacinto
7550 Mission Hills Dr., Suite 314
Naples, Florida 34119

If personally delivered, such communication shall be deemed delivered upon actual receipt; if electronically transmitted pursuant to this paragraph, such communication shall be deemed delivered the next business day after transmission (and sender shall bear the burden of proof of delivery); if sent by overnight courier pursuant to this paragraph, such communication shall be deemed delivered as of the date of delivery indicated on the receipt issued by the relevant postal service, or, if the addressee fails or refuses to accept delivery, as of the date of such failure or refusal. Delivery to the company representative shall constitute delivery to all company directors. Any Person may change its address for the purposes of this Agreement by giving notice thereof in accordance with this Section.

- F. Expenses. Regardless of whether or not the transactions contemplated hereby are consummated:
1. Brokerage. There is no broker involved or in any way connected with the transfer provided for herein on their behalf respectively and each agrees to hold the other harmless from and against all other claims for brokerage commissions or finder's fees in the connection with execution of this Agreement or the transactions provided for herein.
 2. Other. Except as otherwise provided herein, each of the Parties shall bear its own expenses and the expenses of its counsel and other agents in connection with the transactions contemplated hereby.
- G. Entire Agreement; Binding Effect. This Agreement embodies the entire agreement between the parties hereto with respect to the transactions contemplated herein, and there have been and are no agreements, representations or warranties between the parties other than those set forth or provided for herein or executed contemporaneously or in connection herewith. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective legal representatives, successors and permitted assigns.

- H. Headings. The headings in this Agreement are inserted for convenience only and shall not constitute a part hereof.
- I. Construction. Where any group or category of items or matters is defined collectively in the plural number, any item or matter within such definition may be referred to using such defined term in the singular number.
- J. Interpretations. Neither this Agreement nor any uncertainty herein shall be construed or resolved against any party, whether under rule of construction or otherwise. No party to the Agreement shall be considered the draftsman. The parties acknowledge and agree that this Agreement has been reviewed, negotiated, and accepted by all parties and their attorneys and shall be construed and interpreted according to the ordinary meaning of the words used so as fairly to accomplish the purposes and intentions of all parties hereto.
- K. Severability. Any term or provision of this Agreement which is invalid or unenforceable in any jurisdiction shall, as to that jurisdiction, be ineffectual to the extent of such invalidity or unenforceability without rendering invalid or unenforceable the remaining terms and provisions of this Agreement or affecting the validity or enforceability of any of the terms and provisions of this Agreement in any other jurisdiction. If any provision of this Agreement is so broad as to be unenforceable, the provision shall be interpreted only so broad as enforceable.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date and year first above written.

**LIVING WORD FAMILY CHURCH,
INC.**, a Florida nonprofit corporation

By: _____
Paul Foslien, President

NAPLES CHURCH, INC., a Florida
nonprofit corporation

By: _____
Paul Foslien, President

ARTICLES OF MERGER

OF

LIVING WORD FAMILY CHURCH, INC.

AND

NAPLES CHURCH, INC.

**ARTICLES OF MERGER
OF
LIVING WORD FAMILY CHURCH, INC.
AND
NAPLES CHURCH, INC.**

Pursuant to §617.1105 of the Florida Statutes, Living Word Family Church, Inc., a Florida nonprofit corporation ("LWFC"), and Naples Church, Inc., a Florida nonprofit corporation ("Naples Church"), jointly and severally adopt the following Articles of Merger for the purpose of merging LWFC with and into Naples Church (the "Merger")

FIRST: The name of the surviving corporation is Naples Church, Inc. ("Naples Church"), a Florida nonprofit corporation which has been issued document number N13000009544.

SECOND: The name, jurisdiction and document number of the merging corporation is:

<i>Name</i>	<i>Jurisdiction</i>	<i>Document Number</i>
Living Word Family Church, Inc.	Florida	N99000002538

THIRD: The Agreement and Plan of Merger adopted by the unanimous consent of all of the Directors of the foregoing merging corporations is attached as Exhibit A to these Articles of Merger.

FOURTH: The Merger shall be effective on the date of filing with the Department of State.

FIFTH: The Adoption of the Plan of Merger by the merging corporation, LWFC, was adopted by unanimous consent of four (4) directors, representing all of the directors of the merging corporation. All four (4) directors voted in favor of the Plan of Merger on the 12th of November 2018. The corporation has no members.

SIXTH: The Adoption of the Plan of Merger by the surviving corporation, Naples Church, was adopted by unanimous consent of four (4) directors, representing all of the directors of the surviving corporation. All four (4) directors voted in favor of the Plan of Merger on the 12th of November 2018. The corporation has no members.

SEVENTH: The persons signing these Articles of Merger have been delegated the requisite corporate authority to execute and file these articles on behalf of their respective corporations.

EIGHTH: The Articles of Incorporation of Naples Church, the surviving corporation, shall be the Articles of Incorporation presently on file with the State of Florida.

IN WITNESS WHEREOF, these Articles of Merger have been executed on behalf of the parties hereto as of the 31st day of December 2018.

**LIVING WORD FAMILY CHURCH,
INC.**, a Florida nonprofit corporation

By: _____
Paul Foslien, President

NAPLES CHURCH, INC., a Florida
nonprofit corporation

By: _____
Paul Foslien, President

**AGREEMENT AND PLAN OF MERGER
OF
LIVING WORD FAMILY CHURCH, INC.
AND
NAPLES CHURCH, INC.**

This Agreement and Plan of Merger ("Agreement") is entered into by and among Living Word Family Church, Inc., a Florida nonprofit corporation whose business address is 7550 Mission Hills Dr., Suite 314, Naples, Florida 34119 ("LWFC"), the Directors of LWFC, to wit, Paul Foslien, Maria Foslien, Tony Cooke and Jane Hillman McDonnough, ("LWFC Directors"), Naples Church, Inc., a Florida nonprofit corporation whose business address is 7550 Mission Hills Dr., Suite 314, Naples, Florida 34119 ("Naples Church"), and the Directors of Naples Church, to wit: Paul Foslien, Maria Foslien, Jane Hillman McDonnough and Tony Cooke ("Naples Church Directors"), all on this 31st day of December 2018.

RECITALS

WHEREAS, the parties to this Agreement desire that Naples Church, the surviving corporation, acquire LWFC, the merging corporation, through a transfer of the assets from LWFC to Naples Church on the Effective Date as described below; and

WHEREAS, the parties hereto desire to set forth certain representations, warranties and covenants made by each to the other as an inducement to the exchange;

NOW, THEREFORE, in consideration of the promises and of the mutual representations, warranties and covenants and for other good and valuable consideration, the receipt of which is hereby acknowledged, the parties hereby agree as follows:

**ARTICLE I
COMBINATION AND ASSET TRANSFER**

Subject to the terms and conditions contained herein, the LWFC Directors shall cause the title of the assets of LWFC to be recorded in the name of Naples Church by such instruments and documentation as shall be necessary to accomplish that task on the effective date of the merger. Following the retitling of assets, LWFC will cease its corporate existence in accordance with the Articles of Merger.

ARTICLE II
REPRESENTATIONS AND WARRANTIES OF LWFC

- A. LWFC is a corporation validly existing and in active status under the Laws of the State of Florida. LWFC is duly qualified to conduct business as a corporation not-for-profit and is in good standing. LWFC has all requisite corporate power and authority to own its properties and to carry on its business purposes.
- B. LWFC has no Members. No person or entity is entitled to the residual assets of LWFC.
- C. LWFC does not own, directly or indirectly, any capital stock or other equity securities of any other corporation or have any direct or indirect equity or other ownership interest in any entity or business.
- D. True and complete copies of the Articles of Incorporation and Bylaws of LWFC have been made available to the Board of Directors of Naples Church. The minute books of LWFC have been made available to the Board of Directors of Naples Church for examination and contain complete and accurate records of all material corporate action taken by the Board of Directors of LWFC.
- E. The execution and delivery of this Agreement and the other documents and instruments to be executed and delivered by LWFC pursuant hereto and the consummation by LWFC of the transactions contemplated herein have been duly authorized by the Board of Directors of LWFC.
- F. LWFC has filed all tax returns required to be filed by it and all such returns are complete and accurate in all respects. LWFC has paid or made adequate provision for the payment of all taxes owed, whether or not shown as due on such tax returns.
- G. Title to Assets:
 - 1. LWFC has good and marketable title to all of its assets and properties free and clear of all liens, except those disclosed to Naples Church Directors.
 - 2. All of LWFC's tangible property, taken as a whole, is in good operating condition and repair, subject to normal wear and tear, and is usable in the ordinary course of business consistent with LWFC's past practices.

ARTICLE III
REPRESENTATIONS AND WARRANTIES OF NAPLES CHURCH

- A. Naples Church is a corporation validly existing and in active status under the Laws of the State of Florida. Naples Church is duly qualified to conduct business as a corporation not-for-profit and is in good standing. Naples Church has all requisite corporate power and authority to own its properties and to carry on its business purposes.

- B. Naples Church has no Members. No person or entity is entitled to the residual assets of Naples Church.
- C. True and complete copies of the Articles of Incorporation and Bylaws of Naples Church have been made available to the Board of Directors of LWFC. The minute books of Naples Church have been made available to the Board of Directors of LWFC for examination and contain complete and accurate records of all material corporate action taken by the Board of Directors of Naples Church.
- D. The execution and delivery of this Agreement and the other documents and instruments to be executed and delivered by Naples Church pursuant hereto and the consummation by the Naples Church of the transactions contemplated hereby and thereby have been duly authorized by the Board of Directors of Naples Church.
- E. Naples Church has filed all tax returns required to be filed by it and all such returns are complete and accurate in all respects. Naples Church has paid or made adequate provision for the payment of all taxes owed, whether or not shown as due on such tax returns.
- F. Title to Assets:
 - 1. Naples Church has good and marketable title to all of its assets and properties free and clear of all liens, except those disclosed to LWFC's Directors.
 - 2. All of Naples Church's tangible property, taken as a whole, is in good operating condition and repair, subject to normal wear and tear, and is usable in the ordinary course of business consistent with Naples Church's past practices.

ARTICLE IV **COVENANTS**

From and after the date of this Agreement, the parties shall comply with the following covenants:

- A. Reasonable access during normal business hours to all of the properties, books, records, contracts and documents of LWFC and Naples Church for the purpose of such inspection, investigation and testing as each party deems appropriate.
- B. LWFC and Naples Church will carry on their continuing business activities in the ordinary course and in substantially the same manner as heretofore conducted and will not make or institute any material changes in its methods of purchase, sale, management, accounting or operation.
- C. LWFC and Naples Church shall not enter into any material contract outside of the ordinary course of business.

ARTICLE V
CONDITIONS PRECEDENT TO LWFC'S OBLIGATIONS

Each and every obligation of LWFC to be performed on the Closing Date shall be subject to the satisfaction prior to or at the Closing of each of the following conditions:

- A. Each of the representations and warranties made by Naples Church in this Agreement shall be true and correct in all material respects when made and shall be true and correct in all material respects at and as of the Closing Date as though such representations and warranties were made or given on and as of the Closing Date, except for any changes permitted by the terms of this Agreement or consented to by LWFC, provided that for purposes of this Section A, if any representation or warranty made by Naples Church includes a materiality qualifier, such qualifier shall be disregarded solely for purposes of determining compliance with this Section A.
- B. Naples Church shall have performed and complied with all of its agreements and obligations under this Agreement that are to be performed or complied with by it prior to or on the Closing Date.
- C. All approvals, consents and waivers shall have been received, and executed counterparts thereof shall have been delivered to LWFC, prior to the Closing.
- D. The Articles of Merger shall have been filed with the Florida Department of State.
- E. Certified copies of the resolutions of the Naples Church Directors authorizing and approving this Agreement and the consummation of the transactions contemplated by this Agreement shall be provided to LWFC.

ARTICLE VI
CONDITIONS PRECEDENT TO NAPLES CHURCH OBLIGATIONS

Each and every obligation of Naples Church to be performed on the Closing Date shall be subject to the satisfaction prior to or at the Closing of each of the following conditions:

- A. Each of the representations and warranties made by LWFC in this Agreement shall be true and correct in all material respects when made and shall be true and correct in all material respects at and as of the Closing Date as though such representations and warranties were made or given on and as of the Closing Date, except for any changes permitted by the terms of this Agreement or consented to by Naples Church, provided that for purposes of this Section A if any representation or warranty made by LWFC includes a materiality qualifier, such qualifier shall be disregarded solely for purposes of determining compliance with this Section A.

- B. LWFC shall have performed and complied with all of its agreements and obligations under this Agreement that are to be performed or complied with by it prior to or on the Closing Date.
- C. All approvals, consents and waivers shall have been received, and executed counterparts thereof shall have been delivered to Naples Church, prior to the closing.
- D. The Articles of Merger shall have been filed with the Florida Department of State.
- E. Certified copies of the resolutions of the LWFC Directors authorizing and approving the Agreement and the consummation of the transactions contemplated by this Agreement shall be provided to Naples Church.

ARTICLE VII **MISCELLANEOUS**

- A. Further Assurance. From time to time, at a party's request and without further consideration, the other party will execute and deliver to the requesting party such documents and take such other action as the requesting party may reasonably request in order to consummate more effectively the transactions contemplated hereby.
- B. Assignment. The rights and obligations of a party hereunder may not be assigned, transferred or encumbered, in whole or in part, without the prior written consent of the other party.
- C. Law Governing Agreement. This Agreement shall be construed and interpreted according to the Laws of the State of Florida, excluding any choice of law rules that may direct the application of the Laws of another jurisdiction.
- D. Amendment and Modification. Naples Church and LWFC may amend, modify and supplement this Agreement, and any of the terms, covenants, representations, warranties or conditions hereof may be waived, only by a written instrument executed on behalf of all of the parties hereto or, in the case of a waiver, by the party waiving compliance.
- E. Notice. All notices, requests, demands and other communications hereunder shall be given in writing and shall be: (a) personally delivered; (b) sent by email, facsimile transmission or other electronic means of transmitting written documents; or (c) sent to the parties at their respective addresses indicated herein by registered or certified U.S. mail, return receipts requested and postage prepaid, or by private overnight mail courier

service. The respective addresses to be used for all such notices, demands, or requests are as follows:

If to LWFC: Living Word Family Church, Inc.
Attn: Debbie Jacinto
7550 Mission Hills Dr., Suite 314
Naples, Florida 34119

If to Naples Church: Naples Church, Inc.
Attn: Debbie Jacinto
7550 Mission Hills Dr., Suite 314
Naples, Florida 34119

If personally delivered, such communication shall be deemed delivered upon actual receipt; if electronically transmitted pursuant to this paragraph, such communication shall be deemed delivered the next business day after transmission (and sender shall bear the burden of proof of delivery); if sent by overnight courier pursuant to this paragraph, such communication shall be deemed delivered as of the date of delivery indicated on the receipt issued by the relevant postal service, or, if the addressee fails or refuses to accept delivery, as of the date of such failure or refusal. Delivery to the company representative shall constitute delivery to all company directors. Any Person may change its address for the purposes of this Agreement by giving notice thereof in accordance with this Section.

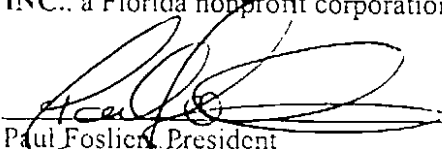
- F. Expenses. Regardless of whether or not the transactions contemplated hereby are consummated:
1. Brokerage. There is no broker involved or in any way connected with the transfer provided for herein on their behalf respectively and each agrees to hold the other harmless from and against all other claims for brokerage commissions or finder's fees in the connection with execution of this Agreement or the transactions provided for herein.
 2. Other. Except as otherwise provided herein, each of the Parties shall bear its own expenses and the expenses of its counsel and other agents in connection with the transactions contemplated hereby.
- G. Entire Agreement; Binding Effect. This Agreement embodies the entire agreement between the parties hereto with respect to the transactions contemplated herein, and there have been and are no agreements, representations or warranties between the parties other than those set forth or provided for herein or executed contemporaneously or in connection herewith. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective legal representatives, successors and permitted assigns.

- H. Headings. The headings in this Agreement are inserted for convenience only and shall not constitute a part hereof.
- I. Construction. Where any group or category of items or matters is defined collectively in the plural number, any item or matter within such definition may be referred to using such defined term in the singular number.
- J. Interpretations. Neither this Agreement nor any uncertainty herein shall be construed or resolved against any party, whether under rule of construction or otherwise. No party to the Agreement shall be considered the draftsman. The parties acknowledge and agree that this Agreement has been reviewed, negotiated, and accepted by all parties and their attorneys and shall be construed and interpreted according to the ordinary meaning of the words used so as fairly to accomplish the purposes and intentions of all parties hereto.
- K. Severability. Any term or provision of this Agreement which is invalid or unenforceable in any jurisdiction shall, as to that jurisdiction, be ineffective to the extent of such invalidity or unenforceability without rendering invalid or unenforceable the remaining terms and provisions of this Agreement or affecting the validity or enforceability of any of the terms and provisions of this Agreement in any other jurisdiction. If any provision of this Agreement is so broad as to be unenforceable, the provision shall be interpreted only so broad as enforceable.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date and year first above written.

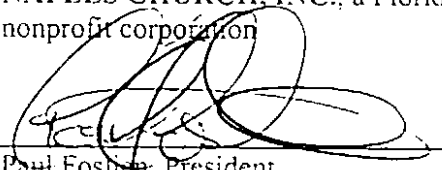
**LIVING WORD FAMILY CHURCH,
INC.,** a Florida nonprofit corporation

By: _____


Paul Foslier, President

NAPLES CHURCH, INC., a Florida
nonprofit corporation

By: _____


Paul Foslier, President