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**ARTICLES OF MERGER
OF
UNITED CHURCH OF SEBASTIAN, INC.
a Florida not for profit corporation
WITH AND INTO
CALVARY CHAPEL FELLOWSHIP OF MELBOURNE, INC.,
a Florida not for profit corporation**

THE UNITED CHURCH OF SEBASTIAN, INC., a Florida not for profit corporation ("UCS") and CALVARY CHAPEL FELLOWSHIP OF MELBOURNE, INC., a Florida not for profit corporation ("CCF"), pursuant to the provisions of Section 617.1105, Florida Statutes, hereby certify in connection with the merger of UCS with and into CCF that:

1. The name and jurisdiction of the merging corporation is THE UNITED CHURCH OF SEBASTIAN, INC., a Florida not for profit corporation (Florida Document Number N28314).

2. The name and jurisdiction of the surviving entity is CALVARY CHAPEL FELLOWSHIP OF MELBOURNE, INC., a Florida not for profit corporation (Florida Document Number N14000007688).

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

4. The Agreement and Plan of Merger was approved by the members of UCS and by the Board of Trustees of UCS on April 22, 2020 in accordance with the applicable provisions of Chapter 617, Florida Statutes. The number of votes cast for the merger was sufficient for approval.

5. The Agreement and Plan of Merger was approved by the Board of Directors of CCF on April 20, 2020, in accordance with the applicable provisions of Chapter 617, Florida Statutes. The number of votes cast for the merger was sufficient for approval.

6. The merger shall become effective on the date the Articles of Merger are filed with the Florida Department of State.

IN WITNESS WHEREOF, each of the undersigned has made and subscribed to the Articles of Merger, this 23rd day of April, 2020.

THE UNITED CHURCH OF SEBASTIAN, INC., a Florida
not for profit corporation

By: [Signature]
Name: Dean Marshall
Its: President

CALVARY CHAPEL FELLOWSHIP OF MELBOURNE, INC., a Florida not for profit corporation

By: [Signature]
Name: MARK BALMER
Its: PRESIDENT

Exhibit "A"

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AGREEMENT AND PLAN OF MERGER

This Agreement dated this 23rd day of April, 2020, by and between **THE UNITED CHURCH OF SEBASTIAN, INC.**, a Florida not for profit corporation ("UCS") and **CALVARY CHAPEL FELLOWSHIP OF MELBOURNE, INC.**, a Florida not for profit corporation ("CCF").

RECITALS:

A. UCS and CCF deem it advisable and in the best interests of both entities that UCS be merged with and into CCF with CCF being the surviving corporation pursuant to the laws of the state of Florida and upon the terms and conditions set forth herein; and UCS into CCF in accordance with the provisions of Section 617.1105, Florida Statutes.

NOW THEREFORE, in consideration of the mutual covenants contained herein, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

**ARTICLE I
MERGER**

1.1 UCS shall be merged with and into CCF in accordance with the laws of the state of Florida. The separate corporate existence of UCS shall thereby cease and CCF shall be the surviving corporation.

1.2 The surviving corporation shall be CCF, a Florida non-profit corporation, having a business address of 2955 Minton Road, W. Melbourne, FL 32904.

1.3 The effective date ("Effective Date") of the merger shall be the date of filing of the Articles of Merger with the Florida Department of State at which time the separate existence of UCS shall cease.

1.4 CCF, the surviving corporation, shall possess all rights, privileges, immunities and franchises, to the extent consistent with the organizational documents of the merged entities. All of the rights, privileges, powers, and franchises of UCS, of a public as well as of a private nature, and all property, personal and mixed of UCS, and all debts due it on whatever account, including all causes of action and all and every other interest of it or belonging to it, shall be taken by and deemed to be transferred to and vested in CCF without further act or deed; and all such property, rights, privileges, immunities and franchises, of a public as well as of a private nature, and all and every other interest of UCS shall thereafter be as effectually the property of CCF as was the case for UCS.

1.5 From and after the Effective Date, CCF shall be subject to the duties and liabilities of a corporation organized under the laws of the state of Florida and shall be liable and responsible for all the liabilities and obligations of the merged entities. The rights of the creditors of the merged entities, or of any person dealing with such entities, or any liens upon the property of such entities, shall not be impaired by this merger, and any claim existing or action or

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proceeding pending by or against either of such entities may be prosecuted to judgment as if this merger had not taken place, or CCF may be proceeded against or substituted in place of UCS. Except as otherwise herein set forth, the identity, existence, purposes, powers, franchises, rights, immunities and liabilities of CCF shall continue unaffected and unimpaired by the merger.

ARTICLE II TERMS AND CONDITIONS OF THE MERGER

The terms and conditions of the merger shall be as follows:

2.1 The merger shall become effective upon the date the Articles of Merger are filed with the Florida Department of State.

2.2 Prior to the Effective Date, each entity shall take all such action as shall be necessary or appropriate in order to effect the merger. If at any time after the Effective Date the parties hereto shall determine that any further conveyance, assignment or other documents or any further action is necessary or desirable in order to vest in, or conform to, the vesting of full title to all of the property, assets, rights, privileges and franchises of the merging corporation, or the corporation into CCF each party agrees to execute and deliver such instruments and take all such further actions as may be necessary or desirable in order to vest in and confirm to CCF title to and possession of all such property, assets, rights, privileges, immunities and franchises, and otherwise to carry out the purposes of this agreement.

ARTICLE III ARTICLES OF INCORPORATION; BYLAWS

The Articles of Incorporation and the Bylaws of CCF, as in effect immediately prior to the Effective Date, shall, after the merger, continue to be the Articles of Incorporation and the Bylaws of CCF until duly amended in accordance with the provisions therein set forth and the laws of Florida, and no change to either the Articles of Incorporation or to the Bylaws shall be effected by the merger.

ARTICLE IV MISCELLANEOUS

4.1 This Agreement shall be binding on and shall inure to the benefit of the parties and their respective heirs, devisees, legal representatives, successors, and permitted assigns.

4.2 In connection with any dispute arising under, from, or as a result of this Agreement, the parties agree that the prevailing party or parties shall be entitled to recover all costs or expenses incurred, including reasonable attorneys' fees and fees for the services of accountants, paralegal, legal assistants, and similar persons (including any appeals from any litigation and enforcement of judgments).

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4.3 This Agreement may not be modified orally or in any other manner than by an agreement in writing signed by the party against whom the enforcement is sought.

4.4 This Agreement and Plan of Merger has been approved, adopted, certified, executed and acknowledged by UCS and by CCF. The number of votes cast for the merger by each party was sufficient for approval.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement under seal as of the date first stated above.

THE UNITED CHURCH OF SEBASTIAN, INC., a
Florida non-profit corporation

By: Name: Ryan MaschkeIts: PRESIDENT

**CALVARY CHAPEL FELLOWSHIP OF
MELBOURNE, INC.,** a Florida non-profit corporation

By: Name: MARK BALMERIts: PRESIDENT