

N14 00000 8703

(Requestor's Name)

(Address)

(Address)

(City/State/Zip/Phone #)

☐ PICK-UP ☐ WAIT ☐ MAIL

(Business Entity Name)

(Document Number)

Certified Copies _____ Certificates of Status _____

Special Instructions to Filing Officer:

Office Use Only



500340923585

03/24/20--01032--015 **75.75

FILED
2020 APR 13 PM 4:07
FBI - ALBANY

merger/cc
APR 13 2020
I ALBRITTON



RECEIVED

MAR 27 2019

FLORIDA DEPARTMENT OF STATE
Division of Corporations

March 18, 2020

ERIK W. STANLEY
PROVIDENT LAW
14646 N. KIERLAND BLVD - STE. 230
SCOTTSDALE, AZ 85254

SUBJECT: THE JESUS ALLIANCE, INC
Ref. Number: N14000008703

We have received your document for THE JESUS ALLIANCE, INC and your check(s) totaling \$78.75. However, the enclosed document has not been filed and is being returned for the following correction(s):

As a condition of a merger, pursuant to s.605.0212(8) and/or s.607.1622 (8), Florida Statutes, each party to the merger must be active and current in filing its annual reports with the Department of State through December 31 of the calendar year in which the articles of merger are submitted for filing.

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.

Irene Albritton
Regulatory Specialist II

Letter Number: 220A00005962

2020 APR 13 AM 11:40



PROVIDENT LAW

PROVIDENT LAW®

14646 N. Kierland Blvd, Suite 230
Scottsdale, Arizona 85254
480-388-3343 (Office)
602-753-1270 (Fax)
www.providentlawyers.com

Erik Stanley
Attorney
erik@providentlawyers.com

April 6, 2020

Via Regular Mail to:

Amendment Section
Division of Corporations
PO Box 6327
Tallahassee, FL 32314

Re: The Jesus Alliance, Inc. / Doc. No. N14000008703
Our File: 001380.1

Dear Sir/Madam:

Please see the enclosed letter you sent to me on March 18, 2020. The corporation has filed its annual report and I have included that and the Articles of Merger I originally sent in for filing.

Please return all correspondence concerning this matter to the following:

Erik W. Stanley
Provident Law
14646 N. Kierland Blvd., Suite 230
Scottsdale, AZ 85254

For further information concerning this matter, please call Erik Stanley at (480) 388-3343.

I have enclosed an additional copy for return of a certified copy.

Very truly yours,
PROVIDENT LAW®

Erik W. Stanley
Attorney

Enclosure(s): Articles of Merger
Annual Report
Letter of March 18, 2020

Articles of Merger

The following Articles of Merger are submitted in accordance with Section 617.1105 of the Florida Not for Profit Corporation Act and Section 12:243 of the Louisiana Nonprofit Corporation Law.

First:

The name and jurisdiction of the surviving corporation:

Name

Jurisdiction

Document Number

THE JESUS ALLIANCE,
INC.

FLORIDA

DOCUMENT NO.
N14000008703

FILED
2020 APR 23 13 PM 4:07

Second:

The name and jurisdiction of the merging corporation:

Name

Jurisdiction

Document Number

NEEDSERV

LOUISIANA

CHARTER NO. 40466099N

Third:

The laws of the state or country under which each corporation that is a party to this merger is incorporated permits such merger.

Fourth:

The Plan of Merger is attached.

Fifth:

The merger shall become effective on the date and time that these Articles of Merger are filed with the Florida Department of State, Division of Corporations.

Sixth: Adoption of Merger by Surviving Corporation

There are no members or members entitled to vote on the plan of merger.

The plan of merger was adopted by the board of directors on 2/17/2020. The number of directors in office was 8. The vote for the plan was as follows: 8 FOR
0 AGAINST.

Seventh: Adoption of Merger by Merging Corporation

There are no members or members entitled to vote on the plan of merger.

The plan of merger was adopted by the board of directors on 2/17/2020. The number of directors in office was 6. The vote for the plan was as follows: 6 FOR 0 AGAINST.

Eighth:

The undersigned corporations have caused this statement to be signed by a duly authorized officer or director who affirms, under penalties of perjury, that the facts stated above are true and correct.

Dated: 2/18/2020

THE JESUS ALLIANCE, INC.

By: Michael D. Melby

Chairman, Board of Directors

Dated: 2/18/2020

NEEDSERV

By: Michael D. Melby

Chairman, Board of Directors

AGREEMENT AND PLAN OF MERGER

This Agreement and Plan of Merger (the "Agreement") is dated as of February 17, 2020 by and between THE JESUS ALLIANCE, INC. a Florida corporation ("Jesus Alliance"), and NEEDSERV, a Louisiana corporation ("Needserv" and, collectively with Jesus Alliance, the "Parties").

RECITALS

WHEREAS, The Jesus Alliance, Inc. is a Florida Not for Profit Corporation organized and existing under the laws of the State of Florida having been incorporated on September 17, 2014; and

WHEREAS, Needserv is a Louisiana Nonprofit Corporation organized and existing under the laws of the State of Louisiana having been incorporated on March 24, 2011; and

WHEREAS, the respective Boards of Directors of Jesus Alliance and Needserv have each adopted this Agreement and the transactions contemplated therein, in each case after making a determination that this Agreement and such transactions are advisable and fair to, and in the best interests of, their respective corporations; and

WHEREAS, pursuant to the transactions contemplated by this Agreement and on the terms and subject to the conditions set forth herein, Needserv, in accordance with the Florida Not For Profit Corporation Act (the "NFPCA"), will merge with and into Jesus Alliance, with Jesus Alliance as the surviving corporation (the "Merger"); and

WHEREAS, the Parties desire to enter into the transactions contemplated by this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants, terms, and conditions set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. **Merger.** Upon the terms and subject to the conditions set forth in this Agreement, and in accordance with the NFPCA, Needserv shall be merged with and into Jesus Alliance as of the Effective Date specified in Paragraph 2. Following the Effective Date, the separate corporate existence of Needserv shall cease and Jesus Alliance shall be the surviving corporation (the "Surviving Corporation"). The effects and consequences of the Merger shall be as set forth in this Agreement and the NFPCA.

2. **Effective Date of Merger.** The effective date of the merger ("Effective Date") shall be February 18, 2020.

2. **Articles of Incorporation/Bylaws.** The Bylaws of Jesus Alliance then in effect at the Effective Date shall be the Bylaws of the Surviving Corporation until thereafter amended as provided therein or by the NFPCA, and the Articles of Incorporation of the Jesus Alliance then in effect at the Effective Date shall be the Articles of Incorporation of the Surviving Corporation until thereafter amended as provided therein or by the NFPCA.

3. **Director and Officers.** The directors and officers listed in Exhibit "A" hereto shall be the directors of the Surviving Corporation from and after the Effective Date and shall hold office until the earlier of their respective death, resignation, removal, or until their respective successors are duly elected or appointed and qualified in the manner provided for in the Articles of Incorporation and Bylaws of the Surviving Corporation.

4. **Approval.**

(a) This Plan has been approved by the Directors of Jesus Alliance as required by the laws of the State of Florida.

(b) This Plan has been approved by the Directors of Needserv as required by the laws of the State of Louisiana.

5. **Tax Qualification.** The Parties intend that Surviving Corporation be tax exempt under Section 501(c)(3) of the Internal Revenue Code and the Directors of the Surviving Corporation are empowered and authorized to take the necessary actions to maintain such exempt status.

6. **Authorization.** To the extent that the states of Florida and Louisiana prescribe specific forms for Articles of Merger to be utilized in this case, those persons authorized to execute such documents by resolutions of the respective corporations may do so to the extent such documents are not inconsistent with the provisions of this Plan.

7. **Conduct of Business Pending Effective Date of Merger.** The Parties agree that the activities and business of Jesus Alliance and Needserv will be conducted as normally conducted until the Effective Date of the merger.

8. **Abandonment of Plan.** Notwithstanding any of the provisions of the Plan, the Directors of Jesus Alliance, Needserv, or the Surviving Corporation, at any time prior to the Effective Date of the merger herein contemplated, and for any reason they may deem sufficient and proper, shall have the authority to abandon and refrain from making effective the contemplated merger set forth herein, in which case this Plan shall hereby be

cancelled and become null and void.

9. **Notices.** All notices, requests, consents, claims, demands, waivers and other communications hereunder shall be in writing and shall be deemed to have been given (a) when delivered by hand (with written confirmation of receipt); (b) when received by the addressee if sent by a nationally recognized overnight courier (receipt requested); (c) on the date sent by facsimile or e-mail of a PDF document (with confirmation of transmission) if sent during normal business hours of the recipient, and on the next business day if sent after normal business hours of the recipient; or (d) on the third day after the date mailed, by certified or registered mail, return receipt requested, postage prepaid. Such communications must be sent to the respective Parties at the following addresses (or at such other address for a Party as shall be specified in a notice given in accordance with this Section 4.2):

If to Jesus Alliance, to:

Jesus Alliance
1445 NW Honey Lake Road
Greenville, FL 32331
Attention: Robert L. Williamson

If to Needserv, to:

Needserv
11320 B. Phillip Rd.
Gonzales, LA 70737
Email: michael.phillips@needserv.org
Attention: Michael Phillips

10. **Entire Agreement.** This Agreement, together with the Articles of Merger, constitutes the sole and entire agreement of the Parties to this Agreement with respect to the subject matter contained herein and therein, and supersedes all prior and contemporaneous understandings, representations and warranties and agreements, both written and oral, with respect to such subject matter.

11. **Headings.** The headings in this Agreement are for reference only and shall not affect the interpretation of this Agreement.

12. **No Third-Party Beneficiaries.** This Agreement is for the sole benefit of the parties hereto and their respective successors and permitted assigns, and nothing herein, express or implied, is intended to or shall confer upon any other person any legal or equitable right, benefit or remedy of any nature whatsoever, under or by reason of this Agreement.

13. **Amendment and Modification; Waiver.** This Agreement may only be amended, modified, or supplemented by an agreement in writing signed by each Party hereto. No waiver by any Party of any of the provisions hereof shall be effective unless explicitly set forth in writing and signed by the Party so waiving. Except as otherwise set forth in this Agreement, no failure to exercise, or delay in exercising, any rights, remedy, power, or privilege arising from this Agreement shall operate or be construed as a waiver thereof; nor shall any single or partial exercise of any right, remedy, power, or privilege hereunder preclude any other or further exercise thereof, or the exercise of any other right, remedy, power, or privilege.

14. **Severability.** If any term or provision of this Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction. Upon a determination that any term or other provision is invalid, illegal or unenforceable, the Parties hereto shall negotiate in good faith to modify this Agreement in order to accomplish the original intent of the Parties as closely as possible in a mutually acceptable manner in order that the transactions contemplated hereby be consummated as originally contemplated to the greatest extent possible.

15. **Governing Law and Jurisdiction.** This Agreement, including all exhibits attached hereto, and all matters arising out of or relating to this Agreement, are governed by and shall be construed in accordance with the laws of the State of Florida without regard to the conflict of laws provisions thereof to the extent such principles or rules would require or permit the application of the laws of any jurisdiction other than those of the State of Florida.

Each Party irrevocably and unconditionally agrees that it will not commence any action, litigation or proceeding of any kind whatsoever against any other Party in any way arising from or relating to this Agreement and all contemplated transactions, in any forum other than the courts of the State of Florida and any appellate court having jurisdiction thereof. Each Party irrevocably and unconditionally submits to the exclusive jurisdiction of such courts. Each Party agrees that a final judgment in any such action, litigation, or proceeding is conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law.

16. **Counterparts.** This Agreement may be executed in any number of original counterparts that may be faxed, emailed, or otherwise transmitted electronically with the same effect as if all Parties had signed the same instrument.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement and Plan of Merger as of the date first written above.

Jesus Alliance

By Michael D. Phillips
Name: Michael D. Phillips
Title: C.E.O.

Needserv

By Michael D. Phillips
Name: Michael D. Phillips
Title: President

EXHIBIT "A"

Pursuant to Paragraph 3 of the Agreement and Plan of Merger, the initial Board of Directors of the Surviving Corporation shall be as follows:

Bob Williamson

Ryan Williams

Annette Girman

Jeremy Starns

Bryan Hickox

Jon Williamson

Michael Williamson

Jonathan Fife

Manuel Calderon

Stephen Reiter