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Merger/CC

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COVER LETTER

TO: Amendment Section
Division of Corporations

SUBJECT: ROBERT L HUDSON MINISTRIES, INC (DOC NO. N16000003490)

(Name of Surviving Corporation)

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

Please return all correspondence concerning this matter to following:

JAMES CHESTNUT

(Contact Person)

JAMES CHESTNUT & ASSOCIATES, INC

(Firm/Company)

15334 TEAL PARK DR

(Address)

HUMBLE, TX 77396

(City/State and Zip Code)

For further information concerning this matter, please call:

JAMES CHESTNUT

(Name of Contact Person)

At (281) 441-4431

(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

(Not for Profit Corporations)

The following articles of merger are submitted in accordance with the Florida Not For Profit Corporation Act, pursuant to section 617.1105, Florida Statutes.

First: The name and jurisdiction of the **surviving** corporation:

<u>Name</u>	<u>Jurisdiction</u>	<u>Document Number</u> (If known/ applicable)
ROBERT L HUDSON MINISTRIES, INC	FLORIDA	N16000003490

Second: The name and jurisdiction of each **merging** corporation:

<u>Name</u>	<u>Jurisdiction</u>	<u>Document Number</u> (If known/ applicable)
ROBERT L HUDSON MINISTRIES, INC	FLORIDA	N16000003490
ROBERT L HUDSON MINISTRIES, INC	TEXAS	157468401

Third: The Plan of Merger is attached.

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

OR ____/____/____ (Enter a specific date. NOTE: An effective date cannot be prior to the date of filing or more than 90 days after merger file date).

Note: If the date inserted in this block does not meet the applicable statutory filing requirements, this date will not be listed as the document's effective date on the Department of State's records.

(Attach additional sheets if necessary)

Fifth: ADOPTION OF MERGER BY SURVIVING CORPORATION
(COMPLETE ONLY ONE SECTION)

SECTION I

The plan of merger was adopted by the members of the surviving corporation on _____.
The number of votes cast for the merger was sufficient for approval and the vote for the plan was as follows:
_____ FOR _____ AGAINST

SECTION II

(CHECK IF APPLICABLE) The plan or merger was adopted by written consent of the members and executed in accordance with section 617.0701, Florida Statutes.

SECTION III

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 03/28/2016. The number of directors in office was 3. The vote for the plan was as follows: 3 FOR 0 AGAINST

Sixth: ADOPTION OF MERGER BY MERGING CORPORATION(s)
(COMPLETE ONLY ONE SECTION)

SECTION I

The plan of merger was adopted by the members of the merging corporation(s) on _____.
The number of votes cast for the merger was sufficient for approval and the vote for the plan was as follows: _____ FOR _____ AGAINST

SECTION II

(CHECK IF APPLICABLE) The plan or merger was adopted by written consent of the members and executed in accordance with section 617.0701, Florida Statutes.

SECTION III

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 3/28/2016. The number of directors in office was 3. The vote for the plan was as follows: 3 FOR 0 AGAINST

Seventh: SIGNATURES FOR EACH CORPORATION

Name of Corporation

Signature of the chairman/
vice chairman of the board
or an officer.

Typed or Printed Name of Individual & Title

ROBERT L HUDSON MINISTRIES, INC

ROBERT L. HUDSON, PRESIDENT

ROBERT L HUDSON MINISTRIES, INC

ROBERT L. HUDSON, PRESIDENT

AGREEMENT AND PLAN OF MERGER
OF
ROBERT L HUDSON MINISTRIES, INC
A NONPROFIT CORPORATION

THIS AGREEMENT AND PLAN OF MERGER, dated as of March 28, 2016 (this "Agreement"), is entered into by and between Robert L Hudson Ministries, Inc. a Florida corporation ("RLH Ministries (FL)"), and Robert L Hudson Ministries, Inc. a Texas corporation ("RLH Ministries (TX)"). RLH Ministries (FL) and RLH Ministries (TX) are hereinafter sometimes collectively referred to as the "Constituent Corporations."

W I T N E S S E T H :

WHEREAS, RLH Ministries (TX) is a nonprofit corporation duly organized and existing under the laws of the State of Texas; the file number is 157468401; its principal place of business is 13442 Townwood Dr, Houston, TX 77045;

WHEREAS, RLH Ministries (FL) is a nonprofit corporation duly organized and existing under the laws of the State of Florida; the document number is N16000003490; its principal place of business is 2445 Dunn Ave, #809, Jacksonville, FL 32218;

WHEREAS, the respective Boards of Directors of RLH Ministries (FL) and RLH Ministries (TX) have determined that it is advisable and in the best interests of such corporations that RLH Ministries (TX) merge with and into RLH Ministries (FL) upon the terms and subject to the conditions set forth in this Agreement;

WHEREAS, for United States federal income tax purposes, the parties hereto intend the Merger (as defined below) shall qualify as a "reorganization" within the meaning of Section 368(a) of the Internal Revenue Code of 1986, as amended (the "Code"), and the Treasury Regulations promulgated thereunder, and this Agreement is hereby adopted as a plan of reorganization for purposes of Section 368(a) of the Code and the Treasury Regulations promulgated thereunder;

WHEREAS, Sections 22.251 and 22.253 of the Texas Business Organization Code set forth the procedures and requirements for approval of the plan of merger by a Texas nonprofit corporation. There being no members with voting rights, the plan of merger has been approved by the affirmative vote of the majority of directors in office of RLH Ministries (TX) in accordance with section 22.164(b)(3) of the Texas Business Organization Code;

WHEREAS, RLH Ministries (FL) has approved this Agreement, by execution of a written consent in accordance with the Florida Not For Profit Corporation Act, pursuant to section 617.1105, Florida Statutes;

NOW, THEREFORE, in consideration of the premises and mutual agreements and covenants herein contained, RLH Ministries (FL) and RLH Ministries (TX) hereby agree as follows:

1. Merger. RLH Ministries (TX) shall be merged with and into RLH Ministries (FL) (the "Merger") such that RLH Ministries (FL) shall be the surviving corporation (hereinafter sometimes referred to as the "Surviving Corporation"). Appropriate documents necessary to effectuate the Merger shall be filed with the Secretaries of State of the States of Florida and Texas and the Merger shall become effective at the time provided by applicable law (the "Effective Time").

2. Governing Documents. The Articles of Incorporation of RLH Ministries (FL) shall be the Articles of Incorporation of the Surviving Corporation, and the By-Laws of RLH Ministries (FL) shall be the By-laws of the Surviving Corporation.

3. Directors. The persons who are directors of RLH Ministries (FL) immediately prior to the Effective Time shall, after the Effective Time, be the directors of the Surviving Corporation, without change until their successors have been duly elected and qualified in accordance with the Articles of Incorporation and By-laws of the Surviving Corporation.

4. Officers. The persons who are officers of RLH Ministries (FL) immediately prior to the Effective Time shall, after the Effective Time, be the officers of the Surviving Corporation, without change until their successors have been duly elected and qualified in accordance with the Articles of Incorporation and By-laws of the Surviving Corporation.

5. Succession. At the Effective Time, the separate corporate existence of RLH Ministries (TX) shall cease and (i) all the rights, privileges, powers and franchises of a public and private nature of each of the Constituent Corporations, subject to all the restrictions, disabilities and duties of each of the Constituent Corporations; (ii) all assets, property, real, personal and mixed, belonging to each of the Constituent Corporations; and (iii) all debts due to each of the Constituent Corporations on whatever account, including stock subscriptions and all other things in action; shall succeed to, be vested in and become the property of the Surviving Corporation without any further act or deed as they were of the respective Constituent Corporations. The title to any real estate vested by deed or otherwise and any other asset, in either of such Constituent Corporations shall not revert or be in any way impaired by reason of the Merger, but all rights of creditors and all liens upon any property of RLH Ministries (TX) shall be preserved unimpaired. To the extent permitted by law, any claim existing or action or proceeding pending by or against either of the Constituent Corporations may be prosecuted as if the Merger had not taken place. All debts, liabilities and duties of the respective Constituent Corporations shall thenceforth attach to the Surviving Corporation and may be enforced against it to the same extent as if such debts, liabilities and duties had been incurred or contracted by it. All corporate acts, plans, policies, agreements, arrangements, approvals and authorizations of RLH Ministries (TX), Board of Directors and committees thereof, officers and agents that were valid and effective immediately prior to the Effective Time, shall be taken for all purposes as the acts, plans, policies, agreements, arrangements, approvals and authorizations of the Surviving Corporation and shall be as effective and binding thereon as the same were with respect to RLH Ministries (TX). The employees and agents of RLH Ministries (TX) shall become the employees and agents of the Surviving Corporation and continue to be entitled to the same rights and benefits that they enjoyed as employees and agents of RLH Ministries (TX).

6. Further Assurances. From time to time, as and when required by the Surviving Corporation or by its successors or assigns, there shall be executed and delivered on behalf of RLH Ministries (TX) such deeds and other instruments, and there shall be taken or caused to be taken by it all such further and other action, as shall be appropriate, advisable or necessary in order to vest, perfect or confirm, of record or otherwise, in the Surviving Corporation the title to and possession of all property, interests, assets, rights, privileges, immunities, powers, franchises and authority of RLH Ministries (TX), and otherwise to carry out the purposes of this Agreement. The officers and directors of the Surviving Corporation are fully authorized in the name and on behalf of RLH Ministries (TX) or otherwise, to take any and all such action and to execute and deliver any and all such deeds and other instruments.

7. Amendment. The parties hereto, by mutual consent of their respective Boards of Directors, may amend, modify or supplement this Agreement prior to the Effective Time.

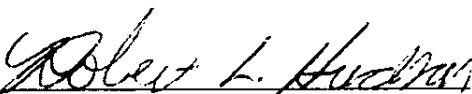
8. Counterparts. This Agreement may be executed in one or more counterparts, and each such counterpart hereof shall be deemed to be an original instrument, but all such counterparts together shall constitute but one agreement.

9. Descriptive Headings. The descriptive headings herein are inserted for convenience of reference only and are not intended to be part of or to affect the meaning or interpretation of this Agreement.

10. Governing Law. This Agreement shall be governed by, and construed in accordance with, the laws of the State of Florida, without giving effect to the choice or conflict of law provisions contained therein to the extent that the application of the laws of another jurisdiction will be required thereby.

IN WITNESS WHEREOF, RLH Ministries (FL) and RLH Ministries (TX) have caused this Agreement to be executed and delivered as of the date first written above.

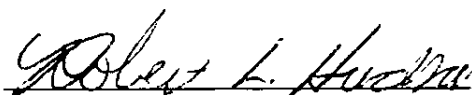
Robert L Hudson Ministries, Inc, a Texas corporation

By: 

Name: ROBERT L. HUDSON

Title: PRESIDENT

Robert L Hudson Ministries, Inc, a Florida corporation

By: 

Name: ROBERT L. HUDSON

Title: PRESIDENT

[Signature Page to Agreement and Plan of Merger]