

N16000003748

(Requestor's Name)

(Address)

(Address)

(City/State/Zip/Phone #)

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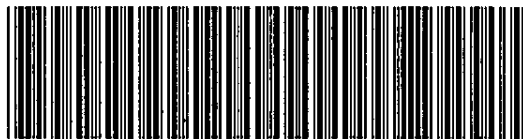
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DIVISION OF CORPORATIONS  
16 APR 18 AM 8:30

APR 21 2016

C LEWIS

**COVER LETTER**

**TO:** Amendment Section  
Division of Corporations

**SUBJECT:** LOVINGKINDNESS BIBLE FELLOWSHIP, INC (DOC NO. N16000003748)  
(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)

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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)
LOVINGKINDNESS BIBLE FELLOWSHIP, INC	FLORIDA	N16000003748

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

<u>Name</u>	<u>Jurisdiction</u>	<u>Document Number</u> (If known/ applicable)
LOVINGKINDNESS BIBLE FELLOWSHIP, INC	FLORIDA	N16000003748
LOVINGKINDNESS BIBLE FELLOWSHIP	TEXAS	158938201

**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

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**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

LOVINGKINDNESS BIBLE FELLOWSHIP (TX)

*Robert L. Hudson*

ROBERT L. HUDSON, PRESIDENT

LOVINGKINDNESS BIBLE FELLOWSHIP, INC (FL)

*Robert L. Hudson*

ROBERT L. HUDSON, PRESIDENT

**AGREEMENT AND PLAN OF MERGER**  
OF  
**LOVINGKINDNESS BIBLE FELLOWSHIP, INC**  
A NONPROFIT CORPORATION

16 APR 18 AM 8:31

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

W I T N E S S E T H :

WHEREAS, Lovingkindness (TX) is a nonprofit corporation duly organized and existing under the laws of the State of Texas; the file number is 158938201; its principal place of business is 13442 Townwood Dr, Houston, TX 77045;

WHEREAS, Lovingkindness (FL) is a nonprofit corporation duly organized and existing under the laws of the State of Florida; the document number is N16000003748; its principal place of business is 2445 Dunn Ave, #809, Jacksonville, FL 32218;

WHEREAS, the respective Boards of Directors of Lovingkindness (FL) and Lovingkindness (TX) have determined that it is advisable and in the best interests of such corporations that Lovingkindness (TX) merge with and into Lovingkindness (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 Lovingkindness (TX) in accordance with section 22.164(b)(3) of the Texas Business Organization Code;

WHEREAS, Lovingkindness (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, Lovingkindness (FL) and Lovingkindness (TX) hereby agree as follows:

1. Merger. Lovingkindness (TX) shall be merged with and into Lovingkindness (FL) (the "Merger") such that Lovingkindness (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 Lovingkindness (FL) shall be the Articles of Incorporation of the Surviving Corporation, and the By-Laws of Lovingkindness (FL) shall be the By-laws of the Surviving Corporation.

3. Directors. The persons who are directors of Lovingkindness (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 Lovingkindness (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 Lovingkindness (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 Lovingkindness (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 Lovingkindness (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 Lovingkindness (TX). The employees and agents of Lovingkindness (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 Lovingkindness (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 Lovingkindness (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 Lovingkindness (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 Lovingkindness (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, Lovingkindness (FL) and Lovingkindness (TX) have caused this Agreement to be executed and delivered as of the date first written above.

**Lovingkindness Bible Fellowship, a Texas corporation**

By: Robert L. Hudson

Name: ROBERT L. HUDSON

Title: PRESIDENT

**Lovingkindness Bible Fellowship, Inc, a Florida corporation**

By: Robert L. Hudson

Name: ROBERT L. HUDSON

Title: PRESIDENT

*[Signature Page to Agreement and Plan of Merger]* ...

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