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Merger

JUL 17 2019
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COVER LETTER

TO: Amendment Section
Division of Corporations

SUBJECT: Victory Christian Ministries of Bradenton, 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 O. 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 O. 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

2019 JUL -3 PM

ARTICLES OF MERGER

OF

VICTORY CHRISTIAN FAMILY
CENTER, INC.

AND

VICTORY CHRISTIAN MINISTRIES
OF BRADENTON, INC.

FILED
2019 JUN -3 PM

**ARTICLES OF MERGER
OF
VICTORY CHRISTIAN FAMILY CENTER, INC.
AND
VICTORY CHRISTIAN MINISTRIES OF BRADENTON, INC.**

Pursuant to §617.1105 of the Florida Statutes, Victory Christian Family Center, Inc., a Florida nonprofit corporation ("VCFC"), and Victory Christian Ministries of Bradenton, Inc., a Florida nonprofit corporation ("VCMB"), jointly and severally adopt the following Articles of Merger for the purpose of merging VCFC with and into VCMB (the "Merger").

FIRST: The name, jurisdiction, and document number of the surviving corporation is:

| <i>Name</i> | <i>Jurisdiction</i> | <i>Document Number</i> |
|---|---------------------|------------------------|
| Victory Christian Ministries of Bradenton, Inc. | Florida | N16000012093 |

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

| <i>Name</i> | <i>Jurisdiction</i> | <i>Document Number</i> |
|---------------------------------------|---------------------|------------------------|
| Victory Christian Family Center, Inc. | Florida | 754474 |

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, VCFC, was adopted by unanimous consent of eight (8) directors, representing all of the directors of the merging corporation. All eight (8) directors voted in favor of the Plan of Merger on the 5th of June 2019. The corporation has no members.

SIXTH: The Adoption of the Plan of Merger by the surviving corporation, VCMB, was adopted by unanimous consent of eight (8) directors, representing all of the directors of the surviving corporation. All eight (8) directors voted in favor of the Plan of Merger on the 5th of June 2019. 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 VCMB, 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 5th day of June 2019.

**VICTORY CHRISTIAN FAMILY
CENTER, INC.**, a Florida nonprofit
corporation

By: Mary E. Owens
Mary E. Owens, President

**VICTORY CHRISTIAN MINISTRIES
OF BRADENTON, INC.**, a Florida
nonprofit corporation

By: Mary E. Owens
Mary E. Owens, President

**AGREEMENT AND PLAN OF MERGER
OF
VICTORY CHRISTIAN FAMILY CENTER, INC.
AND
VICTORY CHRISTIAN MINISTRIES OF BRADENTON, INC.**

This Agreement and Plan of Merger ("Agreement") is entered into by and among Victory Christian Family Center, Inc., a Florida nonprofit corporation whose business address is 10623 Cheval Place, Bradenton, Florida 34202 ("VCFC"), the Directors of VCFC, to wit, Mary E. Owens, Pastor Clarence Wright, Pastor Marion Zirkle Wright, Pastor Jess Gibson, Pastor Paula Gibson, Dr. Fred Hodge, Dr. Linda Hodge, and David Polimeni ("VCFC Directors"), Victory Christian Ministries of Bradenton, Inc., a Florida nonprofit corporation whose business address is 10623 Cheval Place, Bradenton, Florida 34202 ("VCMB"), and the Directors of VCMB, to wit: Mary E. Owens, Pastor Clarence Wright, Pastor Marion Zirkle Wright, Pastor Jess Gibson, Pastor Paula Gibson, Dr. Fred Hodge, Dr. Linda Hodge, and David Polimeni ("VCMB Directors"), all on this 5th day of June 2019.

RECITALS

WHEREAS, the parties to this Agreement desire that VCMB, the surviving corporation, acquire VCFC, the merging corporation, through a transfer of the assets from VCFC to VCMB 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 VCFC Directors shall cause the title of the assets of VCFC to be recorded in the name of VCMB 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, VCFC will cease its corporate existence in accordance with the Articles of Merger.

ARTICLE II
REPRESENTATIONS AND WARRANTIES OF VCFC

- A. VCFC is a corporation validly existing and in active status under the Laws of the State of Florida. VCFC is duly qualified to conduct business as a corporation not-for-profit and is in good standing. VCFC has all requisite corporate power and authority to own its properties and to carry on its business purposes.
- B. VCFC has no Members. No person or entity is entitled to the residual assets of VCFC.
- C. VCFC 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 VCFC have been made available to the Board of Directors of VCMB. The minute books of VCFC have been made available to the Board of Directors of VCMB for examination and contain complete and accurate records of all material corporate action taken by the Board of Directors of VCFC.
- E. The execution and delivery of this Agreement and the other documents and instruments to be executed and delivered by VCFC pursuant hereto and the consummation by VCFC of the transactions contemplated herein have been duly authorized by the Board of Directors of VCFC.
- F. VCFC has filed all tax returns required to be filed by it and all such returns are complete and accurate in all respects. VCFC 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. VCFC has good and marketable title to all of its assets and properties free and clear of all liens, except those disclosed to VCMB Directors.
 - 2. All of VCFC'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 VCFC's past practices.

ARTICLE III
REPRESENTATIONS AND WARRANTIES OF VCMB

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

- B. VCMB has no Members. No person or entity is entitled to the residual assets of VCMB.
- C. True and complete copies of the Articles of Incorporation and Bylaws of VCMB have been made available to the Board of Directors of VCFC. The minute books of VCMB have been made available to the Board of Directors of VCFC for examination and contain complete and accurate records of all material corporate action taken by the Board of Directors of VCMB.
- D. The execution and delivery of this Agreement and the other documents and instruments to be executed and delivered by VCMB pursuant hereto and the consummation by the VCMB of the transactions contemplated hereby and thereby have been duly authorized by the Board of Directors of VCMB.
- E. VCMB has filed all tax returns required to be filed by it and all such returns are complete and accurate in all respects. VCMB 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. VCMB has good and marketable title to all of its assets and properties free and clear of all liens, except those disclosed to VCFC's Directors.
 - 2. All of VCMB'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 VCMB'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 VCFC and VCMB for the purpose of such inspection, investigation and testing as each party deems appropriate.
- B. VCFC and VCMB 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. VCFC and VCMB shall not enter into any material contract outside of the ordinary course of business.

ARTICLE V
CONDITIONS PRECEDENT TO VCFC'S OBLIGATIONS

Each and every obligation of VCFC 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 VCMB 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 VCFC, provided that for purposes of this Section A, if any representation or warranty made by VCMB includes a materiality qualifier, such qualifier shall be disregarded solely for purposes of determining compliance with this Section A.
- B. VCMB 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 VCFC, 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 VCMB Directors authorizing and approving this Agreement and the consummation of the transactions contemplated by this Agreement shall be provided to VCFC.

ARTICLE VI
CONDITIONS PRECEDENT TO VCMB OBLIGATIONS

Each and every obligation of VCMB 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 VCFC 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 VCMB, provided that for purposes of this Section A if any representation or warranty made by VCFC includes a materiality qualifier, such qualifier shall be disregarded solely for purposes of determining compliance with this Section A.

- B. VCFC 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 VCMB, 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 VCFC Directors authorizing and approving the Agreement and the consummation of the transactions contemplated by this Agreement shall be provided to VCMB.

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. VCMB and VCFC 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 VCFC: Victory Christian Family Center, Inc.
Attn: Mary E. Owens
10623 Cheval Place
Bradenton, Florida 34202

If to VCMB: Victory Christian Ministries of Bradenton, Inc.
Attn: Mary E. Owens
10623 Cheval Place
Bradenton, Florida 34202

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.

**VICTORY CHRISTIAN FAMILY
CENTER, INC.**, a Florida nonprofit
corporation

By: Mary E. Owens
Mary E. Owens, President

**VICTORY CHRISTIAN MINISTRIES
OF BRADENTON, INC.**, a Florida
nonprofit corporation

By: Mary E. Owens
Mary E. Owens, President