

N19000003651

(Requestor's Name)

(Address)

(Address)

(City/State/Zip/Phone #)

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(Business Entity Name)

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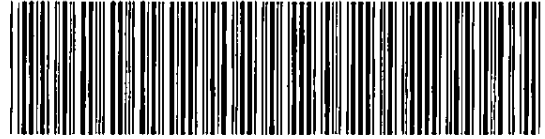
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2024 DEC 18 AM 8:37  
SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

# JONES, DAVIS & JACKSON, PC

Attorneys + Counselors

15110 Dallas Parkway, Suite 300  
Dallas, TX 75248  
972.733.3117  
Fax 972.733.3119

Thomas C. Carroll  
[tcarroll@jonesdavis.com](mailto:tcarroll@jonesdavis.com)  
Licensed in Texas, Colorado and New Mexico

December 17, 2024

*VIA Federal Express 7708 4210 4940*

Amendment Section  
Division of Corporations  
The Centre of Tallahassee  
2415 N. Monroe Street, Suite 810  
Tallahassee, Florida 32303.

RE: *Articles of Merger Christ Chapel Florida, Inc.*

Dear Sir:

Please find attached the following:

1. Florida SOS Cover Letter.
2. Articles of Merger.
3. Agreement and Plan of Merger.
4. Check for \$58.75 for the Filing Fee and Certified Copy.

Please send documentation to the address listed above.

Thank you and feel free to contact me with any questions.

Sincerely yours,

JONES, DAVIS & JACKSON, PC

By:



Thomas C. Carroll, II

**COVER LETTER**

**TO:** Amendment Section  
Division of Corporations

**SUBJECT:** Christ Chapel Florida, Inc.  
\_\_\_\_\_  
(Name of Surviving Corporation)

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

Please return all correspondence concerning this matter to following:

Thomas Carroll  
\_\_\_\_\_  
(Contact Person)

Jones, Davis & Jackson, PC  
\_\_\_\_\_  
(Firm/Company)

11510 Dallas Parkway, Suite 300  
\_\_\_\_\_  
(Address)

Dallas, Texas 75248  
\_\_\_\_\_  
(City/State and Zip Code)

For further information concerning this matter, please call:

Thomas Carroll 972 733-3117  
\_\_\_\_\_  
(Name of Contact Person) At ( ) \_\_\_\_\_  
(Area Code & Daytime Telephone Number)

☒ Certified copy (optional) \$8.75 (Please send an additional copy of your document if a certified copy is requested)

**Mailing Address:**  
Amendment Section  
Division of Corporations  
P.O. Box 6327  
Tallahassee, FL 32314

**Street Address:**  
Amendment Section  
Division of Corporations  
The Centre of Tallahassee  
2415 N. Monroe Street, Suite 810  
Tallahassee, FL 32303

# **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)
Christ Chapel Florida, Inc.	Florida	N19000003651

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

<u>Name</u>	<u>Jurisdiction</u>	<u>Document Number</u> (If known/ applicable)
New Life Worship Center, Inc. of Orlando, Florida	Florida	762825

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DEPARTMENT OF STATE  
TALLAHASSEE, FLORIDA

**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 November 26 2024. The number of directors in office was 4. The vote for the plan was as follows: 4 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 May 24, 2023. The number of votes cast for the merger was sufficient for approval and the vote for the plan was as follows: 3 FOR 0 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 \_\_\_\_\_. The number of directors in office was \_\_\_\_\_. The vote for the plan was as follows: \_\_\_\_\_ FOR \_\_\_\_\_ AGAINST

**Seventh: SIGNATURES FOR EACH CORPORATION**

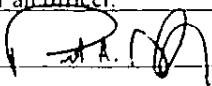
Name of Corporation

Signature of the chairman/  
vice chairman of the board

Typed or Printed Name of Individual & Title  
or an officer.

Christ Chapel Florida, Inc.

Robert Miraglia



New Life Worship Center, Inc. of Orlando, Florida Tom Goslin



## AGREEMENT AND PLAN OF MERGER

This AGREEMENT AND PLAN OF MERGER (this "Agreement") is entered into on November 26, 2024 by and between New Life Worship Center, Inc. of Orlando Florida, a Florida not for profit corporation (the "Merging Corporation"), and Christ Chapel Florida, Inc. a Florida not for profit corporation (the "Surviving Corporation").

### RECITALS

A. The Merging Corporation and the Surviving Corporation are each organized and operated for religious purposes. Each has been determined to be a tax-exempt organization described in Section 501 of the Internal Revenue Code (the "Code").

B. The Board of Directors of the Merging Corporation and the Board of Directors of the Surviving Corporation have determined that their common purposes can best be achieved if they merge. This Agreement has been submitted to the Merging Corporation's membership for approval as required by its Bylaws and Section 617.1103 of the Revised Florida Statutes (the "Florida Act").

NOW, THEREFORE, in consideration of the mutual agreements, covenants, representations and warranties set forth in this Agreement, the Merging Corporation and the Surviving Corporation agree as follows:

### ARTICLE 1 - THE MERGER

1.1 The Merger. Subject to the terms and conditions of this Agreement, at the Effective Time (as defined in Section 1.3), the Merging Corporation shall be merged with and into the Surviving Corporation and the separate existence of the Merging Corporation shall thereupon cease (the "Merger").

1.2 Effect of Merger. The Surviving Corporation shall be the successor or surviving corporation in the Merger and shall continue to be governed by the laws of the State of Florida. Upon and after the Effective Time, the Surviving Corporation shall possess all rights, privileges and powers, and shall be subject to all the restrictions and duties of the Merging Corporation and all rights, privileges and powers of the Merging Corporation shall be vested in and be the property of the Surviving Corporation. Further, all debts, liabilities and duties of the Merging Corporation shall be attached to the Surviving Corporation and may be enforced against the Surviving Corporation to the same extent as if said debts, liabilities and duties had been incurred or contracted by it.

1.3 Effective Time. The Merging Corporation and the Surviving Corporation will cause the appropriate Articles of Merger (the "Articles of Merger") to be executed and filed with the Florida Department of State, Division of Corporations on such date as agreed upon by the parties. The Merger shall become effective at 12:01 a.m. on November 26, 2024, or on such later date and time as is agreed upon by the parties and specified in the Articles of Merger. Such date and time is referred to in this Agreement as the "Effective Time."

1.4 Cancellation of Membership of Merging Corporation. Upon the Effective Time, as a result of the Merger and without any further action on the part of the Surviving Corporation, the Merging Corporation or any of its respective officers or directors, the membership of the Merging Corporation shall automatically terminate and cease to exist.

1.5 Employees of the Merging Corporation. The employment of all employees of the Merging Corporation shall terminate.

1.6 Articles of Incorporation and Bylaws of the Surviving Corporation. The Articles of Incorporation of the Surviving Corporation and the Bylaws of the Surviving Corporation in effect immediately prior to the Merger shall, in each case, not be amended by reason of the Merger and shall remain in full force and effect.

1.7 Directors and Officers of the Surviving Corporation.

A. The following individuals shall be the directors of the Surviving Corporation from and after the Effective Time, until their successors have been duly elected or appointed and qualified in accordance with the Bylaws of the Surviving Corporation or until their earlier death, resignation or removal in accordance with the Articles of Incorporation and Bylaws of the Surviving Corporation:

Robert Miraglia  
Rachel Miraglia  
Jeremy Kanaday  
Julie Noble

B. The following individuals shall, from and after the Effective Time, hold the following offices in the Surviving Corporation until their successors have been duly elected or appointed and qualified or until their death, resignation or removal in accordance with the Articles of Incorporation and Bylaws of the Surviving Corporation:

Robert Miraglia	President
Rachel Miraglia	Vice President
Rachel Miraglia	Secretary

1.8 Membership in the Surviving Corporation. The membership of the Surviving Corporation shall remain and be unaffected by the Merger.

1.9 Closing. Subject to the terms and conditions of this Agreement, the closing of the merger (the "Closing") shall take place at 8:00am ET, no later than two business days after the last of the conditions to Closing set forth in Article IV have been satisfied or waived (other than conditions which, by their nature, are to be satisfied on the Closing Date), at the Christ Chapel office or remotely by exchange of documents and signatures, or at such other time or on such other time as the Merging Corporation and the Surviving Corporation may mutually agree upon (the day on which the Closing takes place being the "Closing Date").

## ARTICLE 11 - REPRESENTATIONS AND WARRANTIES OF THE PARTIES

2.1 Representations and Warranties of the Surviving Corporation. The Surviving Corporation hereby represents and warrants to the Merging Corporation as follows:

a. Organization. The Surviving Corporation is a not for profit corporation duly organized, validly existing and in good standing under the laws of the State of Florida.

b. Tax-Exempt Status and Taxes. The Surviving Corporation is an organization described in Section 501(c)(3) of the Code. The Surviving Corporation has filed all federal, state and local tax and information returns and has made all filings with the Internal Revenue Service and the Florida Department of Revenue required through the date of this Agreement.



c. Authorization of Transaction. The Surviving Corporation has full corporate power and authority to execute and deliver this Agreement and to perform its obligations under this Agreement. This Agreement constitutes a valid and legally binding obligation of the Surviving Corporation enforceable in accordance with its terms, except as such enforceability may be subject to the effects of any applicable bankruptcy, insolvency, fraudulent conveyance, reorganization, moratorium or similar laws affecting creditors' rights generally and subject to principles of equity (including, without limitation, concepts of materiality, reasonableness, good faith and fair dealings), regardless of whether considered in a proceeding in equity or at law.

2.2 Representations and Warranties of the Merging Corporation. The Merging Corporation hereby represents and warrants to the Surviving Corporation as follows:

a. Organization. The Merging Corporation is a not for profit corporation duly organized, validly existing and in good standing under the laws of the State of Florida.

b. Tax-Exempt Status and Taxes. The Merging Corporation is "supporting organization" of a Section 501 (c)(3) organization as described in Section 509(a)(3) of the Code. The Merging Corporation has filed all federal, state and local tax and information returns and has made all filings with the Internal Revenue Service and the Florida Department of Revenue required through the date of this Agreement.

c. Authorization of Transaction. The Merging Corporation has full corporate power and authority to execute and deliver this Agreement and to perform its obligations under this Agreement. This Agreement constitutes a valid and legally binding obligation of the Merging Corporation enforceable in accordance with its terms, except as such enforceability may be subject to the effects of any applicable bankruptcy, insolvency, fraudulent conveyance, reorganization, moratorium or similar laws affecting creditors' rights generally and subject to principles of equity (including, without limitation, concepts of materiality, reasonableness, good faith and fair dealings), regardless of whether considered in a proceeding in equity or at law.

d. Consistency with Laws, Orders, etc. Neither the execution and the delivery of this Agreement, nor the consummation by the Merging Corporation of the Merger or other transactions contemplated by this Agreement, will (i) violate any statute, regulation, rule, injunction, judgment, order or decree of any governmental body or court to which the Merging Corporation is subject; (ii) violate any provision of the Articles of Incorporation or Bylaws of the Merging Corporation; or (iii) conflict with, result in a breach of or constitute a default under, any agreement, contract, lease, license, instrument or other arrangement to which the Merging Corporation is a party or by which it is bound or to which any of its assets is subject. The Merging Corporation is not required to give any notice to, make any filing with or obtain any authorization, consent, or approval of any government or governmental agency in order for it to consummate the transactions contemplated by this Agreement.

e. Compliance with Laws. The Merging Corporation is in compliance with all applicable laws, rules, regulations, orders, judgments and decrees of all governmental authorities, federal, state, local or otherwise. The Merging Corporation has not received any notice of violation nor otherwise been made aware of any claim by a federal, state, county or municipal authority pertaining to any violation of a governmental regulation concerning the Merging Corporation.

f. Litigation. To Knowledge of the Merging Corporation, there is no claim, action, cause of action, demand, lawsuit, arbitration, inquiry, audit, notice of violation, proceeding, litigation,

citation, summons, subpoena or investigation of any nature, civil, criminal, administrative, regulatory or otherwise, whether at law or in equity ("Actions") pending or threatened, against or affecting the Merging Corporation. The Merging Corporation is not subject to any outstanding judgment, order or decree entered in any lawsuit or proceeding. "Knowledge" means, when used with respect to the Merging Corporation, the actual or constructive knowledge of any director or officer of the Merging Corporation, after due inquiry.

g.       No Financial Statements: No Material Liabilities. No financial statements have been prepared by or on behalf of the Merging Corporation. The Merging Corporation has no liabilities, obligations or commitments of any nature whatsoever, asserted or unasserted, known or unknown, absolute or contingent, accrued or unaccrued, matured or unmatured or otherwise, except (a) those obligations and liabilities incurred after the date of incorporation in the ordinary course of business that are not material, individually or in the aggregate, and (b) obligations under contracts made in the ordinary course of business that would not be required to be reflected in financial statements prepared in accordance with GAAP.

h.       Absence of Certain Changes, Events and Conditions. Since the date of incorporation, with respect to the Merging Corporation, there has not been any event, occurrence or development that has had, or could reasonably be expected to be, individually or in the aggregate, materially adverse to the business, results of operations, financial condition or assets of the Merging Corporation.

i.       Material Contracts.

1. Section 2.2(i) of the Disclosure Schedules lists each of the following Contracts of the Merging Corporation (such Contracts, together with all Contracts concerning the occupancy, management or operation of any Real Property (including without limitation, brokerage contracts) listed or otherwise disclosed in Section 2.2(i) of the Disclosure Schedules, being "Material Contracts"):

(a)       each Contract of the Merging Corporation involving aggregate consideration in excess of \$5,000 and which, in each case, cannot be cancelled by the Merging Corporation without penalty or without more than 30 days' notice;

(b)       all Contracts that require the Merging Corporation to purchase its total requirements of any product or service from a third party or that contain "take or pay" provisions;

(c)       all Contracts that provide for the indemnification by the Merging Corporation of any individual, corporation, partnership, joint venture, limited liability company, governmental authority, unincorporated organization, trust, association or other entity ("Person") or the assumption of any Tax, environmental or other liability of any Person;

(d)       all broker, distributor, dealer, franchise, agency, sales promotion, market research, marketing consulting and advertising Contracts to which the Merging Corporation is a party;

(e)       all employment agreements and Contracts with independent contractors or consultants (or similar arrangements) to which the Merging Corporation is a party and which are not cancellable without material penalty or without more than 30 days' notice;

(f) except for Contracts relating to trade payables, all Contracts relating to indebtedness (including, without limitation, guarantees) of the Merging Corporation; and

(g) any other Contract that is material to the Merging Corporation and not previously disclosed pursuant to this Section 2.2i.

ii. Each Material Contract is valid and binding on the Merging Corporation in accordance with its terms and is in full force and effect. None of the Merging Corporation or, to the Knowledge of the Merging Corporation, any other party thereto is in breach of or default under (or is alleged to be in breach of or default under) in any material respect, or has provided or received any notice of any intention to terminate, any Material Contract. No event or circumstance has occurred that, with notice or lapse of time or both, would constitute an event of default under any Material Contract or result in a termination thereof or would cause or permit the acceleration or other changes of any right or obligation or the loss of any benefit thereunder. Complete and correct copies of each Material Contract (including all modifications, amendments and supplements thereto and waivers thereunder) have been made available to the Surviving Corporation.

j. Title to Assets: Real Property.

i. The Merging Corporation has good and valid (and, in the case of owned Real Property, good and marketable fee simple) title to, or a valid leasehold interest in, all Real Property and personal property, other than properties and assets sold or otherwise disposed of in the ordinary course of business consistent with past practice. "Real Property" means the real property owned, leased or subleased by the Merging Corporation, together with all buildings, structures and facilities located thereon. All such properties and assets (including leasehold interests) are free and clear of Encumbrances except for the following (collectively referred to as "Permitted Encumbrances"):

(a) those items set forth in Section 2.2(j)(i) of the Disclosure Schedules;

(b) liens for Taxes not yet due and payable;

(c) mechanics, carriers', workmen's, repairmen's or other like liens arising or incurred in the ordinary course of business consistent with past practice or amounts that are not delinquent and which are not, individually or in the aggregate, material to the business of the Merging Corporation;

(d) easements, rights of way, zoning ordinances and other similar encumbrances affecting Real Property which are not, individually or in the aggregate, material to the business of the Merging Corporation; or

(e) other than with respect to owned Real Property, liens arising under original purchase price conditional sales contracts and equipment leases with third parties entered into in the ordinary course of business consistent with past practice which are not, individually or in the aggregate, material to the business of the Merging Corporation.

ii. Section 2.2(j)(ii) of the Disclosure Schedules lists (i) the street address of each parcel of Real Property; (ii) if such property is leased or subleased by the Merging

Corporation, the landlord under the lease, the rental amount currently being paid, and the expiration of the term of such lease or sublease for each leased or subleased property; and (iii) the current use of such property. With respect to owned Real Property, the Merging Corporation has delivered or made available to the Surviving Corporation true, complete and correct copies of the deeds and other instruments (as recorded) by which the Merging Corporation acquired such Real Property, and copies of all title insurance policies, opinions, abstracts and surveys in the possession of the Merging Corporation and relating to the Real Property. With respect to leased Real Property, the Merging Corporation has delivered or made available to the Surviving Corporation true, complete and correct copies of any leases affecting the Real Property. The Merging Corporation is not a sublessor or grantor under any sublease or other instrument granting to any other Person any right to the possession, lease, occupancy or enjoyment of any leased Real Property. The use and operation of the Real Property in the conduct of the Merging Corporation's business do not violate in any material respect any Law, covenant, condition, restriction, easement, license, permit or agreement. No material improvements constituting a part of the Real Property encroach on real property owned or leased by a Person other than the Merging Corporation. There are no Actions pending nor, to the Knowledge of the Merging Corporation, threatened against or affecting the Real Property or any portion thereof or interest therein in the nature or in lieu of condemnation or eminent domain proceedings.

k. Condition of Assets. Merging Corporation certifies that the buildings, plants, structures, furniture, fixtures, machinery, equipment, vehicles and other items of tangible personal property of the Merging Corporation are structurally sound, are in good operating condition and repair, and are adequate for the uses to which they are being put, and none of such buildings, plants, structures, furniture, fixtures, machinery, equipment, vehicles and other items of tangible personal property is in need of maintenance or repairs except for ordinary, routine maintenance and repairs that are not material in nature or cost.

l. Intellectual Property. The Merging Corporation does not own any intellectual property other than its domain name. The Merging Corporation has complied with all applicable laws and all publicly posted policies, notices, and statements concerning the collection, use, processing, storage, transfer, and security of personal information in the conduct of the Merging Corporation's business. In the past three years, the Merging Corporation has not (i) experienced any actual, alleged, or suspected data breach or other security incident involving personal information in its possession or control or (ii) been subject to or received any notice of any audit, investigation, complaint, or other Action by any Governmental Authority or other Person concerning the Merging Corporation's collection, use, processing, storage, transfer, or protection of personal information or actual, alleged, or suspected violation of any applicable Law concerning privacy, data security, or data breach notification, and there are no facts or circumstances that could reasonably be expected to give rise to any such Action.

m. Insurance. Section 2.2(m) of the Disclosure Schedules sets forth a true and complete list of all current policies or binders of fire, liability, product liability, umbrella liability, real and personal property, workers' compensation, vehicular, directors' and officers' liability, fiduciary liability and other casualty and property insurance maintained by Merging Corporation and relating to the assets, business, operations, employees, officers and directors of the Merging Corporation (collectively, the "Insurance Policies") and true and complete copies of such Insurance Policies have been made available to the Surviving Corporation. Such Insurance Policies are in full force and effect and shall remain in full force and effect following the consummation of the transactions contemplated by this Agreement. The Merging Corporation has not received any written notice of cancellation of, premium increase with respect to, or alteration of coverage under, any of such Insurance Policies. All premiums due on such Insurance

Policies have either been paid or, if due and payable prior to Closing, will be paid prior to Closing in accordance with the payment terms of each Insurance Policy.

n. Taxes. Except as set forth in Section 2.2(n) of the Disclosure Schedules:

i. All Tax Returns required to be filed on or before the Closing Date by the Merging Corporation have been, or will be, timely filed. Such Tax Returns are, or will be, true, complete and correct in all respects. All federal, state, local, foreign and other income, gross receipts, sales, use, production, ad valorem, transfer, franchise, registration, profits, license, lease, service, service use, withholding, payroll, employment, unemployment, estimated, excise, severance, environmental, stamp, occupation, premium, property (real or personal), real property gains, windfall profits, customs, duties or other taxes, fees, assessments or charges of any kind whatsoever, together with any interest, additions or penalties with respect thereto and any interest in respect of such additions or penalties ("Taxes") due and owing by the Merging Corporation (whether or not shown on any Tax Return) have been, or will be, timely paid. "Tax Return" means any return, declaration, report, claim for refund, information return or statement or other document relating to Taxes, including any schedule or attachment thereto, and including any amendment thereof.

ii. The Merging Corporation has withheld and paid each Tax required to have been withheld and paid in connection with amounts paid or owing to any employee, independent contractor, creditor, customer, shareholder or other party, and complied with all information reporting and backup withholding provisions of applicable Law.

iii. No claim has been made by any taxing authority in any jurisdiction where the Merging Corporation does not file Tax Returns that it is, or may be, subject to Tax by that jurisdiction.

iv. The Merging Corporation is not a party to any Action by any taxing authority. There are no pending or threatened Actions by any taxing authority.

v. The Merging Corporation has delivered to the Surviving Corporation copies of all federal, state, local and foreign income, franchise and similar Tax Returns, examination reports, and statements of deficiencies assessed against, or agreed to by, the Merging Corporation for all Tax periods ending after January 1, 2020.

vi. There are no Encumbrances for Taxes (other than for current Taxes not yet due and payable) upon the assets of the Merging Corporation.

O. Employment Matters.

i. Section 2.2(o) of the Disclosure Schedules lists: (i) all employees, independent contractors, and consultants of the Merging Corporation; and (ii) for each individual described in clause (i), (A) the individual's title or position, hire date, and compensation, (B) any Contracts entered into between the Merging Corporation and such individual, and (C) the fringe benefits provided to each such individual. All compensation payable to all employees, independent contractors, or consultants of the Merging Corporation for services performed on or prior to the Closing Date have been paid in full. ii. The Merging Corporation is not, and has not been, a party to or bound by any collective bargaining agreement or other Contract with a union or similar labor organization (collectively, "Union"), and no Union has represented or purported to represent any employee of the Merging Corporation. There has never been, nor has there been any threat of, any

strike, work stoppage, slowdown, picketing, or other similar labor disruption or dispute affecting the Merging Corporation or any of its employees.

ii. The Merging Corporation is and has been in compliance with: (i) all applicable employment laws and agreements regarding hiring, employment, termination of employment, plant closings and mass layoffs, employment discrimination, harassment, retaliation, and reasonable accommodation, leaves of absence, terms and conditions of employment, wages and hours of work, employee classification, employee health and safety, engagement and classification of independent contractors, payroll taxes, and immigration with respect to all employees, independent contractors, and contingent workers; and (ii) all applicable laws relating to the relations between it and any labor organization, trade union, work council, or other body representing employees of the Merging Corporation.

p. No Employee Benefit Plans. The Merging Corporation does not, in its own name, maintain any employee benefits plans (as defined in Section 3(3) of the Employee Retirement Income Security Act of 1974, as amended ("ERISA"), programs and arrangements for the benefit of any current or former employee, officer, director of the Merging Corporation.

q. Books and Records. The minute books and stock record books of the Merging Corporation, all of which have been made available to the Surviving Corporation, are complete and correct and have been maintained in accordance with sound business practices. The minute books of the Merging Corporation contain accurate and complete records of all meetings, and actions taken by written consent of, the members and Board of Directors of the Merging Corporation and any committees of the Board of Directors of the Merging Corporation.

r. Full Disclosure. No representation or warranty by the Merging Corporation in this Agreement and no statement contained in the Disclosure Schedules to this Agreement or any certificate or other document furnished or to be furnished to the Surviving Corporation or any of its Representatives pursuant to this Agreement contains any untrue statement of a material fact, or omits to state a material fact necessary to make the statements contained therein, in light of the circumstances in which they are made, not misleading.

## ARTICLE 111 - COVENANTS OF THE PARTIES

3.1 Conduct of Business. The Merging Corporation and the Surviving Corporation each covenant and agree that, during the period from the date of this Agreement to the Effective Time, it will conduct its operations according to its ordinary and usual course of business consistent with past practice and, to the extent consistent therewith, with no less diligence and effort than would be applied in the absence of this Agreement.

3.2 Best Efforts. Each of the parties will take all actions and will do all things reasonably necessary in order to consummate and make effective the Merger and the other transactions contemplated by this Agreement, including, but not limited to, providing the other party, and the other party's respective authorized representatives, access to the employees, properties, books and records of the party in order that the other party may have the opportunity to make such investigations as it shall reasonably request of the affairs of the other party.

#### ARTICLE IV - CONDITIONS

4.1 Conditions to the Obligations of the Surviving Corporation. The obligations of the Surviving Corporation to consummate the Merger are subject to the fulfillment at or prior to the Effective Time of the following conditions, any or all of which may be waived in whole or in part by the Surviving Corporation to the extent permitted by applicable law:

a. Representations, Warranties and Covenants of the Merging Corporation. All of the representations and warranties of the Merging Corporation set forth in this Agreement shall be true and correct in all material respects on and as of the Effective Time and the Merging Corporation shall have performed in all material respects all of its covenants under this Agreement through the Effective Time.

b. Approvals and Consents. The Merging Corporation shall have received all approvals necessary to consummate the Merger and the other transactions under this Agreement and to file the Articles of Merger.

c. Property Information Report. The Surviving Corporation shall have received a Property Information Report relating to the Real Property and the results of such Property Information Report shall be satisfactory to the Surviving Corporation.

d. No Injunctions. There shall not be in effect any preliminary or permanent injunction or other order of a court or other governmental or regulatory body directing that the Merger or other transactions contemplated under this Agreement not be consummated.

4.2 Conditions to the Obligations of the Merging Corporation. The obligations of the Merging Corporation to consummate the Merger are subject to the fulfillment at or prior to the Effective Time of the following conditions, any or all of which may be waived in whole or in part by the Merging Corporation to the extent permitted by applicable law:

a. Representations, Warranties and Covenants of the Surviving Corporation. All of the representations and warranties of the Surviving Corporation set forth in this Agreement shall be true and correct in all material respects on and as of the Effective Time and the Surviving Corporation shall have performed in all material respects all of its covenants under this Agreement through the Effective Time.

b. Approvals and Consents. The Surviving Corporation shall have received all approvals necessary to consummate the Merger and other transactions under this Agreement and to file the Articles of Merger.

c. No Injunctions. There shall not be in effect any preliminary or permanent injunction or other order of a court or other governmental or regulatory body directing that the Merger or other transactions contemplated under this Agreement not be consummated.

#### ARTICLE V - TERMINATION

5.1 Termination. This Agreement may be terminated and the Merger may be abandoned at any time prior to the Effective Time by the mutual written consent of the Merging Corporation and the Surviving Corporation. Further, either the Merging Corporation or the Surviving Corporation may terminate this Agreement by written notice to the other party if: (i) the Merger is not consummated by November 15, 2024.

## ARTICLE VI - MISCELLANEOUS

6.1 Notices. All notices, requests, demands and other communications under this Agreement shall be in writing and shall be deemed to have been given when delivered personally or mailed by first class mail to the following addresses:

To the Surviving Corporation:

Christ Chapel Florida, Inc.  
2342 Hempel Avenue  
Gotha, Florida 34734 Attention:  
c/o Robert Miraglia

To the Merging Corporation:

New Life Worship Center, Inc. of Orlando, Florida  
2342 Hempel Avenue  
Gotha, Florida 34734 Attention:  
c/o Tom Goslin

The Merging Corporation or the Surviving Corporation may change the address or individuals to whom notice is to be given under this Agreement by a notice to the other in accordance with this Section 6.1.

6.2 Assignment. Neither party may assign its duties, rights and obligations under this Agreement without the prior written consent of the other party.

6.3 Binding Effect. This Agreement shall be binding upon and inure to the benefit of the Merging Corporation and the Surviving Corporation and their respective successors and assigns.

6.4 Entire Agreement. This Agreement, as it may be amended or supplemented from time to time, constitutes the complete agreement between the Merging Corporation and the Surviving Corporation and supersedes all prior agreements, oral and written, and may be modified only by a written instrument executed by the Merging Corporation and the Surviving Corporation.

6.5 Choice of Law. This Agreement will be governed by, construed and enforced in accordance with the laws of the State of Florida.

6.6 Waivers. No part of this Agreement may be waived except by the written agreement of the Merging Corporation or the Surviving Corporation. Forbearance in any form from demanding performance hereunder is not a waiver of performance. Until complete performance under this Agreement, the party owed performance may invoke any remedy under this Agreement or under law, despite its past forbearance.

6.7 Limited Enforcement. This Agreement is enforceable only by the Merging Corporation and the Surviving Corporation and their respective successors and assigns. No other person, including any employee or former employee of the Merging Corporation or the Surviving Corporation, has the right to enforce any of the provisions contained in this Agreement.

6.8 Captions. The section and paragraph headings in this Agreement are inserted for convenience only and do not describe, interpret or limit the scope, extent or intent of this Agreement of any provision of this Agreement.



IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the date set forth above.

MERGING CORPORATION:

NEW LIFE WORSHIP CENTER, INC. OF ORLANDO, FLORIDA.

a Florida not for profit corporation

By: Tom Goslin  
Printed Name: Tom Goslin  
Title: Vice President

SURVIVING CORPORATION:

CHRIST CHAPEL FLORIDA, INC.,

a Florida not for profit corporation

By: Robert A. Mungli  
Printed Name: Robert A. Mungli  
Title: President



DISCLOSURE SCHEDULES  
TO  
AGREEMENT AND PLAN OF MERGER

November 26, 2024

These Disclosure Schedules (the "Disclosure Schedules") set forth the exceptions or other information related to the representations and warranties, covenants and agreements concerning the Company contained in the Agreement and Plan of Merger, dated as of November \_\_, 2024 (the "Agreement"), by and between New Life Worship Center, Inc. of Orlando Florida, a Florida not for profit corporation (the 'Merging Corporation'), and Christ Chapel Florida, Inc. Capitalized terms not otherwise defined in the body of the Disclosure Schedules shall have the meanings ascribed to them in the Agreement.

Section 2.2(i)

Material Contracts

1. Zeno Office Solutions

Section 2.2 (j)

Permitted Encumbrances

None

Section 2.2(j)(ii)

Real Property

**All that part of the North Half of Block "O" MAP OF GOTHA, according to the Plat thereof, as recorded in Plat Book A, Page 39, Public Records of Orange County, Florida, lying West of Hempel Avenue and North of the North right of way line of Sunshine State Parkway.**

**AND**

**That part of Lots 1, 2 and 11, Block "T", MAP OF GOTHA, according to the Plat thereof, recorded in Plat Book A, Page 39, Public Records of Orange County, Florida, lying North of the North right of way line of the Sunshine State Parkway.**

**AND**

**That part of vacated street lying between the North Half of Block "O" and that part of Lots 1 and 2, Block "T", MAP OF GOTHA, according to the Plat thereof, as recorded in Plat Book A, Page 39, Public Records of Orange County, Florida, lying North of right of way line of the Sunshine State Parkway.**

**LESS that part taken for limited access right of way by the Order of Taking recorded in Official Records Book 4089, Page 4183, Public Records of Orange County, Florida.**

Section 2.2(m)

Insurance

Policies for **New Life Worship Center** (all w/renewal date of 6/30/25):

- Commercial Package Policy #1263973
- Umbrella Policy #1240222
- Commercial Auto Policy #1813694 (This is a Non-Owned/Hired Auto only policy)



Section 2.2(n)

Taxes

None.

Section 2.2 (o)

Employees

No current employees of Merging Corporation and no existing obligations to past employees of Merging Corporation