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**MERGER OR SHARE EXCHANGE
SYLVAN ABBEY CHURCH, INC.**

Certificate of Status	0
Certified Copy	1
Page Count	13
Estimated Charge	\$78.75

J. HORNE

JUN - 1 2023

2023 MAY 31 AM 7:56

2023 MAY 31 PM 12:50
SECRETARY OF
TALLAHASSEE

ARTICLES OF MERGER
(Not for Profit Corporations)

FILED
2023 MAY 31 PM 12:49
SECRETARY OF STATE
TALLAHASSEE, FL

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)
SYLVAN ABBEY CHURCH, INC.	FLORIDA	N23000005938
_____	_____	_____

Second: The name and jurisdiction of each merging corporation:

<u>Name</u>	<u>Jurisdiction</u>	<u>Document Number</u> (If known/ applicable)
SYLVAN ABBEY UNITED METHODIST CHURCH, INC.	FLORIDA	743294
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

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 06 / 01 / 2023 (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 MAY 28, 2023. 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 28, 2023. The number of votes cast for the merger was sufficient for approval and the vote for the plan was as follows: 15 FOR 1 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

PLAN OF MERGER

The following plan of merger is submitted in compliance with section 617.1101, Florida Statutes and in accordance with the laws of any other applicable jurisdiction of incorporation.

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

Name

SYLVAN ABBEY CHURCH, INC.

Jurisdiction

FLORIDA

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

Name

SYLVAN ABBEY UNITED
METHODIST CHURCH, INC.

Jurisdiction

FLORIDA

The terms and conditions of the merger are as follows:

SEE ATTACHED EXHIBIT "A".

A statement of any changes in the articles of incorporation of the surviving corporation to be effected by the merger is as follows:

NONE.

Other provisions relating to the merger are as follows:

SEE ATTACHED EXHIBIT "A".

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

SYLVAN ABBEY CHURCH, INC.

**SYLVAN ABBEY UNITED
METHODIST CHURCH, INC.**

~~James A. Goodman~~ ~~James H. Goodman~~ ~~Chairperson~~
~~James A. Goodman~~ ~~James A. Goodman~~ ~~Chairperson~~

EXHIBIT A

MERGER AGREEMENT

This MERGER AGREEMENT (this “**Agreement**”) is entered into on May 28, 2023 (the “**Signing Date**”), by and between Sylvan Abbey United Methodist Church, Inc., a Florida not-for-profit corporation (“**Sylvan Abbey UMC**”) and Sylvan Abbey Church, Inc. a Florida not-for-profit corporation (“**Sylvan Abbey Church**”).

R E C I T A L S

WHEREAS, Sylvan Abbey UMC is a charitable not-for-profit corporation organized under the laws of the State of Florida that owns properties located at 2817 Sunset Point Road, Clearwater, Florida and conducts ministry programs, services and religious activities;

WHEREAS, Sylvan Abbey Church is a charitable not-for-profit corporation organized under the laws of the State of Florida, which will continue as the successor church entity of Sylvan Abbey UMC; and

WHEREAS, the respective Board of Directors of Sylvan Abbey UMC and Sylvan Abbey Church have (a) determined that it is in the best interest of such parties and the constituents they enter into a transaction pursuant to which Sylvan Abbey UMC merges with and into Sylvan Abbey Church, and (b) approved the execution and performance of this Agreement.

A G R E E M E N T

NOW, THEREFORE, in consideration of the foregoing recitals and the representations, warranties and covenants set forth herein and intending to be legally bound, the parties hereby agree as follows:

1. Certain Definitions. Capitalized terms not defined elsewhere herein shall have the meanings set forth below.

“**Articles of Merger**” means the Articles of Merger, to be filed with the Department of State of the State of Florida, meeting the requirements of the Florida Not-for Profit Corporation Act, in substantially the form set forth at Exhibit A.

“**Effective Date**” means June 1, 2023.

“**Florida Act**” means the Florida Not- For- Profit Corporation Act, as amended from time to time.

“**Governmental Authority**” means any federal, state, local or foreign government or political subdivision thereof, or any agency or instrumentality of such government or political subdivision, or any self-regulated organization or other non-governmental regulatory authority or quasi-governmental authority (to the extent that the rules, regulations or orders of such organization or authority have the force of Law), or any arbitrator, court or tribunal of competent jurisdiction.

“Governmental Order” means any order, writ, judgment, injunction, decree, stipulation, determination or award entered by or with any Governmental Authority.

“Law” means any federal, state, regional, local or foreign law, constitution, rule, statute, ordinance, regulation, order, code, judgment, charge, writ, injunction or decree.

“Person” means any individual or corporation (including any non-profit corporation), general partnership, limited partnership, limited liability partnership, joint venture, estate, trust, company (including any limited liability company or joint stock company), firm or other enterprise, association, organization or entity.

“Plan of Merger” means that certain Plan of Merger to be filed with the Articles of Merger and other regulatory filings and proceedings, in substantially the form set forth at Exhibit B.

“Tax Returns” means any return or other document relating to Taxes, including any schedule or attachment thereto, and including any amendment thereof.

“Taxes” means 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 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.

2. The Merger. On the Effective Date: (i) Sylvan Abbey UMC will merge with and into Sylvan Abbey Church (the **“Merger”**); (ii) Sylvan Abbey Church will be the corporation surviving the Merger; and (iii) the separate existence of Sylvan Abbey UMC will cease. The Merger shall become effective upon the date set forth in the Articles of Merger and Plan of Merger filed with the Florida Department of State.

(a) Effects of Merger. The Merger shall have the effects set forth in the applicable provisions of the Florida Act. Without limiting the generality of the foregoing, and subject thereto, from and after the Effective Date, all property, rights, powers, licenses and authority of Sylvan Abbey UMC shall vest in Sylvan Abbey Church, and all assets, rights, debts, liabilities, obligations, restrictions and duties of Sylvan Abbey UMC shall become the assets, rights, debts, liabilities, obligations, restrictions and duties of Sylvan Abbey Church.

(b) Consideration. As consideration for the transactions contemplated by this Agreement, as of the Effective Date, by virtue of the Merger and without further action on the part of Sylvan Abbey UMC or Sylvan Abbey Church, Sylvan Abbey Church shall assume all debts, liabilities, obligations, restrictions and duties of Sylvan Abbey UMC.

(c) Closing. Upon the terms contained in this Agreement, the closing of the transaction contemplated by this Agreement (the **“Closing”**) shall be deemed to occur on the Effective Date, and all transactions contemplated by this Agreement shall occur and be deemed complete as of such date. On the Effective Date (i) the parties shall deliver the respective documents, certificates or instruments required to be delivered by such parties

pursuant to this Agreement or otherwise required to effect the Merger; and (ii) the parties hereto shall file the Articles of Merger and Plan of Merger with the Florida Department of State.

3. The Surviving Corporation.

(a) Articles of Incorporation. The Articles of Incorporation of Sylvan Abbey Church in effect immediately prior to the Effective Date shall remain the Articles of Incorporation of Sylvan Abbey Church as the surviving corporation, until thereafter amended in accordance with the terms thereof and as provided by applicable Law.

(b) Bylaws. The Bylaws of Sylvan Abbey Church as in effect immediately prior to the Effective Date shall remain the Bylaws of Sylvan Abbey Church as the surviving corporation as of the Effective Date and shall remain the Bylaws of Sylvan Abbey Church until thereafter amended in accordance with the terms thereof and as provided by applicable Law.

(c) Directors and Officers. The directors and officers of Sylvan Abbey Church in office immediately prior to the Effective Date shall remain the directors and officers of Sylvan Abbey Church as the surviving corporation as of the Effective Date, and shall remain the directors and officers of Sylvan Abbey Church until such persons thereafter resigned or are removed in accordance with the bylaws and/or other governance documents of Sylvan Abbey Church.

4. Representations and Warranties of Sylvan Abbey UMC. To induce Sylvan Abbey Church to enter into this Agreement and consummate the transactions contemplated hereby, Sylvan Abbey UMC hereby represents and warrants to Sylvan Abbey Church that the statements contained in this Article 4 are correct and complete as of the Signing Date and the Effective Date.

(a) Organization and Authority. Sylvan Abbey UMC is a not-for-profit corporation duly organized, validly existing and in good standing under the Laws of the State of Florida and has all requisite power and authority to carry on its business and to own and use the assets and properties owned and used by it.

(b) Approval of Disaffiliation. Sylvan Abbey UMC members, by a vote that exceeded 2/3 of the members present at a duly called meeting of a church conference held on November 29, 2022, approved a Motion to Disaffiliate from The United Methodist Church and further authorized the Sylvan Abbey UMC Council to implement and carry out the terms and conditions of a Disaffiliation Agreement, in the form of which is attached hereto as Exhibit C. By action taken pursuant to Church Conference Resolutions taken at the November 29, 2022 meeting, the members of Sylvan Abbey UMC authorized the officers and Board of Trustees to carry out, deliver and implement such actions necessary, desirable or appropriate to consummate the disaffiliation of Sylvan Abbey UMC from The United Methodist Church. Pursuant to the terms of the Disaffiliation Agreement, Sylvan Abbey UMC authorized its officers to carry out the organizational transition of the corporation to a successor local church under a merger agreement.

(c) Authorization of Agreement. The execution and delivery of this Agreement and all of the other agreements and instruments contemplated hereby to which Sylvan Abbey UMC is a party have been duly authorized by the Board of Directors and members of Sylvan Abbey UMC , and except as set forth in this Agreement, no other act or proceeding on the part of Sylvan Abbey UMC or any other Person is necessary to authorize the execution, delivery or performance of this Agreement or the other agreements contemplated hereby and the consummation of the transactions contemplated hereby or thereby. This Agreement has been duly and validly executed and delivered by Sylvan Abbey UMC. This Agreement constitutes the valid and legally binding obligation of Sylvan Abbey UMC , enforceable against Sylvan Abbey UMC in accordance with its terms, assuming the due authorization, execution and delivery by Sylvan Abbey UMC, except as such enforceability may be limited by bankruptcy, insolvency, fraudulent conveyance, reorganization, moratorium and similar laws affecting creditors' rights generally, and by general principles of equity, regardless of whether enforceability is considered in a proceeding at law or in equity.

5. Representations and Warranties of Sylvan Abbey Church. To induce Sylvan Abbey UMC to enter into this Agreement and consummate the transactions contemplated hereby, Sylvan Abbey Church hereby represents and warrants that the statements contained in this Article 5 are correct and complete as of the Signing Date and the Effective Date.

(a) Organization and Authority. Sylvan Abbey Church is a not-for-profit corporation duly organized, validly existing and in good standing under the Laws of the State of Florida. Sylvan Abbey Church has all requisite power and authority to carry on its operations and to own and use the assets and properties owned and used by it. Sylvan Abbey Church is in full compliance with all provisions of its organizational documents.

(b) Authorization of Agreement. The execution and delivery of this Agreement and all of the other agreements and instruments contemplated hereby to which Sylvan Abbey Church is a party have been duly authorized by the Board of Directors of Sylvan Abbey Church, and except as set forth in this Agreement, no other act or proceeding on the part of Sylvan Abbey Church or any other Person is necessary to authorize the execution, delivery or performance of this Agreement or the other agreements contemplated hereby and the consummation of the transactions contemplated hereby or thereby. This Agreement has been duly and validly executed and delivered by Sylvan Abbey Church. This Agreement constitutes the valid and legally binding obligation of Sylvan Abbey Church, enforceable against Sylvan Abbey Church in accordance with its terms, assuming the due authorization, execution and delivery by Sylvan Abbey Church, except as such enforceability may be limited by bankruptcy, insolvency, fraudulent conveyance, reorganization, moratorium and similar laws affecting creditors' rights generally, and by general principles of equity, regardless of whether enforceability is considered in a proceeding at law or in equity.

6. Covenants of the Parties.

(a) Conduct of Operations Prior to the Closing. From the Signing Date until the Closing, except as otherwise provided in this Agreement or consented to in writing by

Sylvan Abbey Church (which consent shall not be unreasonably withheld, conditioned or delayed), Sylvan Abbey UMC shall (i) conduct the business of the corporation in the ordinary course of business consistent with past practice; and (ii) use reasonable best efforts to maintain and preserve intact the current organization, business and financial condition of Sylvan Abbey UMC and to preserve the rights, goodwill and relationships with its vendors, donors, members, employees, staff, regulatory authorities and others having business relationships with Sylvan Abbey UMC .

(b) Access to Information. From the Signing Date until the Closing, Sylvan Abbey UMC shall (i) afford Sylvan Abbey Church and its representatives full and free access to and the right to inspect all of the properties, assets, premises, books and records, contracts and other documents and data related to Sylvan Abbey UMC; provided, however, that reasonable advance notice is furnished to Sylvan Abbey UMC; and (ii) furnish Sylvan Abbey Church and its representatives with such financial, operating and other data and information related to Sylvan Abbey UMC as Sylvan Abbey Church or any of its representatives may reasonably request. Any investigation pursuant to this Section shall be conducted in such manner as not to interfere unreasonably with the conduct of the business of Sylvan Abbey UMC. No investigation by Sylvan Abbey Church or other information received by Sylvan Abbey Church shall operate as a waiver or otherwise affect any representation, warranty or agreement given or made by Sylvan Abbey Church in this Agreement.

(c) Closing Conditions. From the Signing Date until the Closing, each party shall use reasonable best efforts to take such actions as are necessary to expeditiously satisfy the closing conditions set forth in Article 7.

(d) Public Announcements. From the Signing Date until the Closing, unless otherwise required by applicable Law, neither party shall make any public announcements in respect of this Agreement or the transactions contemplated hereby or otherwise communicate with any news media without the prior written consent of the other party (which consent shall not be unreasonably withheld, conditioned or delayed), and the parties shall cooperate as to the timing and contents of any such announcement.

(e) Further Assurances. At and after the Effective Date, Sylvan Abbey Church shall be authorized to execute and deliver, in the name and behalf of Sylvan Abbey UMC, any deeds, bills of sale, assignments or assurances and to take and do, in the name and on behalf of Sylvan Abbey UMC , any other actions and things to vest, perfect or confirm of record or otherwise in Sylvan Abbey Church any and all right, title and interest in, to and under any of the rights, properties or assets of Sylvan Abbey UMC to be acquired by Sylvan Abbey Church as a result of, or in connection with, the Merger.

(f) Employees. At the Closing, the employees of Sylvan Abbey UMC shall become employees of Sylvan Abbey Church.

(g) Vendor and Material Contracts. Prior to the Effective Date, the parties hereto shall cooperate and confirm whether notice shall be given to any vendors and parties to material contracts that Sylvan Abbey UMC has entered into. Sylvan Abbey Church shall

have the opportunity to consent to when notice shall be given and upon what terms shall be accepted with such vendors and contractors in the event the terms of such agreements are modified prior to the Effective Date.

(h) Sylvan Abbey UMC Members. Once the Merger has been completed and Articles of Merger have been filed, the then current membership list of Sylvan Abbey UMC shall be transferred to Sylvan Abbey Church and the membership of such members shall automatically be transferred to Sylvan Abbey Church.

7. Conditions to Closing and Termination.

(a) Conditions to Obligations of Both Parties. The obligations of each party to consummate the transactions contemplated by this Agreement shall be subject to the fulfillment or waiver, at or prior to the Closing, of each of the following conditions:

(i) Sylvan Abbey UMC shall have obtained the requisite consent of its members and its Board of Directors;

(ii) Sylvan Abbey Church shall have obtained the requisite consent of its Board of Directors;

(iii) No Governmental Authority shall have enacted, issued, promulgated, enforced or entered any Governmental Order which is in effect and has the effect of making the transactions contemplated by this Agreement illegal, otherwise restraining or prohibiting consummation of such transactions or causing any of the transactions contemplated hereunder to be rescinded following completion thereof; The Closing shall have been approved by the respective Board of Directors of each party; and

(iv) Approval of the Disaffiliation Agreement and severance by Sylvan Abbey UMC of its connectional relationship to The United Methodist Church has been ratified by a simple majority of the members present and voting at a duly called session of the Florida Annual Conference of The United Methodist Church, a certified copy of which is attached hereto as Exhibit D; and

(v) The representations and warranties of the parties set forth in this Agreement, and any certificate or other writing delivered pursuant hereto shall be true and correct in all respects on and as of the date hereof and on and as of the Effective Date with the same effect as though made at and as of such date.

(b) Conditions to Obligations of Sylvan Abbey Church. The obligations of Sylvan Abbey Church to consummate the transactions contemplated by this Agreement shall be subject to the fulfillment or Sylvan Abbey Church's waiver, at or prior to the Closing, of each of the following conditions:

(i) Sylvan Abbey UMC shall have received all consents, authorizations, orders and approvals from Governmental Authorities which are required in order to consummate the Merger; and

(ii) Sylvan Abbey UMC shall have duly performed and complied in all material respects with all agreements, covenants and conditions required by this Agreement and each of the Ancillary Documents to be performed or complied with by it prior to or on the Effective Date.

(c) Termination. This Agreement may be terminated at any time prior to the Closing:

(i) by the mutual written consent of Sylvan Abbey UMC and Sylvan Abbey Church;

(ii) by Sylvan Abbey UMC or Sylvan Abbey Church if there shall be any Law that makes consummation of the transactions contemplated by this Agreement illegal or otherwise prohibited or any Governmental Authority shall have issued a Governmental Order restraining or enjoining the transactions contemplated by this Agreement, and such Governmental Order shall have become final and non-appealable.

(d) Effect of Termination. In the event of the termination of this Agreement in accordance with this Article 7, this Agreement shall forthwith become void and there shall be no liability on the part of any party hereto except that nothing herein shall relieve any party hereto from liability for any willful breach of any provision hereof.

8. Miscellaneous.

(a) Amendment and Waiver. This Agreement may only be amended or waived and will be binding upon the parties hereto only if such amendment or waiver is set forth in a writing executed by the parties hereto. No waiver of any of the provisions of this Agreement shall be deemed or shall constitute a waiver of any other provisions, whether or not similar, nor shall any waiver constitute a continuing waiver.

(b) Notices. All notices, demands and other communications to be given under or by reason of the provisions of this Agreement shall be in writing and shall be deemed to have been given (a) when delivered, if personally delivered; (b) one day after sent by reputable overnight express courier (charges prepaid); (c) when written verification is received, if sent via email; or (d) five days following mailing by certified mail, postage prepaid and return receipt requested. Unless another address is specified in writing, notices, demands and communications to the parties hereto shall be sent to the addresses indicated on the signature pages hereto.

(c) Successors and Assigns. This Agreement shall bind and inure to the benefit of the parties and their respective successors and assigns: provided, however, that no party may assign its rights or delegate its obligations under this Agreement, whether by operation of Law or otherwise, without the express prior written consent of each other party, which consent shall not be unreasonably withheld.

(d) Severability. Whenever possible, each provision of this Agreement will be interpreted in such manner as to be effective and valid under applicable Law, but if any

provision of this Agreement is held to be prohibited by or invalid under applicable Law, such provision will be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Agreement.

(c) No Third-Party Beneficiaries. Nothing in this Agreement is intended or shall be construed to confer upon or give to any Person other than the parties hereto and their respective permitted successors and assigns, any rights or remedies under or by reason of this Agreement.

(f) Complete Agreement. This Agreement and the other agreements and documents referred to herein contain the entire agreement and understanding between the parties with respect to the subject matter hereof and supersede all prior agreements and understandings, whether written or oral, relating to such subject matter in any way.

(g) Counterparts; Delivery. This Agreement may be executed in counterparts, which when taken together shall constitute one and the same instrument. This Agreement and any amendment hereto, to the extent signed and delivered by means of a facsimile machine or via electronic mail of a .pdf or similar file format, shall be treated in all manner and respects as an original agreement or instrument.

(h) Governing Law. All questions concerning the construction, validity, enforcement and interpretation of this Agreement shall be governed by the internal Law of the State of Florida.

[Signature page follows.]

IN WITNESS WHEREOF, the parties hereto have executed this Merger Agreement as of the date first set forth above.

Sylvan Abbey United Methodist Church, Inc., a
Florida not-for-profit corporation

By: Jayne A Goodman
Name: Jayne A Goodman
Title: Chairperson

Sylvan Abbey Church, Inc.,
a Florida not-for-profit corporation

By: Jayne A Goodman
Name: Jayne A Goodman
Title: Chairperson