

PO30000034349

(Requestor's Name)

(Address)

(Address)

(City/State/Zip/Phone #)

☐

PICK-UP

☐

WAIT

☐

MAIL

(Business Entity Name)

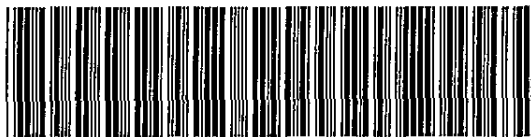
(Document Number)

Certified Copies _____

Certificates of Status _____

Special Instructions to Filing Officer:

Office Use Only



900014305879

Mersen

03/26/03--01051--018 **157.50

FILED
03 MAR 26 PM 1:46
TALLAHASSEE, FLORIDA

AVR
3/26/03

ARTICLES OF MERGER
Merger Sheet

MERGING:

OLD KEY STONE CHURCH, INC., a Kentucky corporation F93000002581

INTO

OLD KEY STONE CHURCH, INC., a Florida entity, P03000034349

File date: March 26, 2003

Corporate Specialist: Annette Ramsey

7

STONES & CARDENAS

ATTORNEYS AT LAW

221 SIMONTON STREET, KEY WEST, FL 33040
TELEPHONE (305) 294-0252 FAX (305) 292-5442

ADELE VIRGINIA STONES, P.A.

SUSAN M. CARDENAS, P.A.

March 25, 2003

VIA FEDERAL EXPRESS

Ms. Annette Ramsey
Florida Department of State
Division of Corporations
Amendment Section
409 E. Gaines Street
Tallahassee, FL 32314

Re: Articles of Merger for: Old Key Stone Church, Inc.

Dear Ms. Ramsey:

Pursuant to our recent telephone conversation, please be advised that this firm represents Terry Willis and Teresa Willis, the owners of Old Key Stone Church, Inc., a Kentucky corporation which has been registered as a foreign corporation in the State of Florida. My clients would like to merge the Kentucky corporation, with a newly formed Florida corporation of the same name.

Enclosed please find the following:

1. Articles of Incorporation for Old Key Stone Church, Inc., a new, Florida for-profit corporation.
2. Articles of Merger signed by officers of Old Key Stone Church, Inc. the Florida corporation, and Old Key Stone Church, Inc., the Kentucky corporation.

I have enclosed a check in the amount of \$157.50, made payable to the "Department of State" in payment of: (i) filing fees of \$78.75 for the new corporation; (ii) filing fees of \$70.00 for the merger; and (iii) filing fees of \$8.75 for a certified copy of the Articles of Merger.

Please process these Articles of Incorporation and Articles of Merger and kindly return a certified copy to me, in the enclosed Federal Express, self-addressed return envelope.

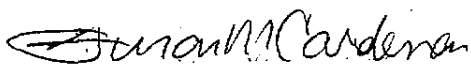
Ms. Annette Ramsey
March 25, 2003
Page Two

Please return all correspondence concerning this matter to:

Susan M. Cardenas, Esq.
Stones & Cardenas
221 Simonton Street
Key West, FL 33040
Telephone: 305-294-0252
Facsimile: 305-292-5442
e-mail: susancardenas@bellsouth.net

Thank you in advance for your kind assistance. If you have any questions, or if you require further information concerning this matter, please do not hesitate to contact me.

Sincerely,



Susan M. Cardenas
SMC:st
Enclosures as stated

c: Teresa Willis

**ARTICLES OF MERGER
OF
OLD KEY STONE CHURCH, INC.**

FILED
03 MAR 26 PM 1:46
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

The following Articles of Merger are submitted in accordance with the Florida Business Corporation Act, pursuant to Section 607.1105 of the Florida Statutes.

ARTICLE I

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

OLD KEY STONE CHURCH, INC., a Florida corporation

ARTICLE II

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

OLD KEY STONE CHURCH, INC., a Kentucky corporation

ARTICLE III

The Agreement and Plan of Merger is attached hereto and incorporated herein by reference.

ARTICLE IV

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

ARTICLE V

The Plan of Merger was adopted by the board of directors and the shareholders of the **surviving** corporation on February 21, 2003.

The Plan of Merger was adopted by the board of directors and the shareholders of the **merging** corporation on February 21, 2003.

ARTICLE VI


The signatures and consent of the **surviving** corporation, and of the **merging** corporation are affixed hereto as follows:

OLD KEY STONE CHURCH, INC., a Florida corporation, by and through its President, Teresa Willis:

Signed and acknowledged at Key West, Florida, this 24th day of February, 2003.

Surviving Corporation:

OLD KEY STONE CHURCH, INC., a Florida corporation,

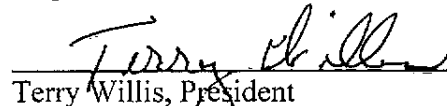

Teresa Willis, President

OLD KEY STONE CHURCH, INC., a Kentucky corporation, by and through its President, Terry Willis:

Signed and acknowledged at Bowling Green, Kentucky, this 17 day of February, 2003.

Merging Corporation:

OLD KEY STONE CHURCH, INC., a Kentucky corporation,


Terry Willis, President

AGREEMENT AND PLAN OF MERGER

THIS AGREEMENT AND PLAN OF MERGER, dated as of February 24th, 2003 (this "Agreement"), by and among Old Key Stone Church, Inc., a Florida corporation, and Old Key Stone Church, Inc., a Kentucky corporation.

WHEREAS, the boards of directors of Old Key Stone Church, Inc., a Florida corporation, and Old Key Stone Church, Inc., a Kentucky corporation, have determined that it is advisable, and in the best interests of their respective corporations and shareholders, to enter into a business combination by means of merger, and they have therefore approved and adopted the merger, this Agreement and the transactions contemplated hereby; and

WHEREAS, for United States federal income tax purposes, it is intended that the Merger shall qualify as a tax-free reorganization within the meaning of Section 368(a) of the Code, and that this Agreement shall be, and hereby is, adopted as a plan of reorganization within the meaning of Section 368(a) of the Code.

NOW, THEREFORE, in consideration of the foregoing, and the mutual representations, warranties and covenants in this Agreement, the parties hereto, intending to be legally bound, agree as follows:

ARTICLE 1 - THE MERGER

Section 1.1 The Merger. Subject to the satisfaction or waiver of all of the conditions set forth in this Agreement and in accordance with Section 607.1101 et seq., of the Florida Statutes, and Section 271B.11-010 et seq., of the Kentucky Revised Statutes, at the date and time at which the Certificate of Merger is duly filed with the Secretary of State of the State of Florida, (the "Effective Time"), Old Key Stone Church, Inc., a Kentucky corporation (the "Kentucky corporation") shall merge with, and into Old Key Stone Church, Inc., a Florida corporation (the "Florida corporation").

At the Effective Time, the separate corporate existence of the Kentucky corporation shall cease and the Florida corporation shall continue as the surviving corporation (sometimes referred to as the "Surviving Corporation") in the Merger.

Section 1.2 Effects of the Merger. The Merger shall have the effects set forth in Section 607.1101, et seq., of the Florida Statutes. Without limiting the generality of the foregoing, and subject thereto, as of the date and time of the merger, all of the property, rights, privileges, and powers of the Kentucky corporation, shall vest in the Florida corporation, and all debts, liability and duties of the Kentucky corporation shall become the debts, liabilities and duties of the Florida corporation.

Section 1.3 Certificate of Incorporation and Bylaws of the Surviving Corporation. Following the merger as set forth herein, the certificate of incorporation and the bylaws of the Florida corporation, as in effect immediately prior to the Effective Time, shall be the certificate of incorporation and the bylaws of the Surviving Corporation.

Section 1.4 Directors and Officers of the Surviving Corporation. Following the merger as set forth herein, the directors and the officers of the Florida corporation immediately prior to the Effective Time, shall be the directors and the officers of the Surviving Corporation until their successors are elected, or appointed and qualified, or until their earlier death, resignation or removal in accordance with the certificate of incorporation and the bylaws of the Surviving Corporation.

ARTICLE 2

EFFECTS OF THE MERGER ON CAPITAL STOCK; EXCHANGE OF CERTIFICATES

Section 2.1 Effect on Company Capital Stock. As of the Effective Time, by virtue of the merger and without any action on the part of the holders of any shares of common stock of the Florida corporation, each issued and outstanding share of stock of the Kentucky corporation, shall be converted into the right to receive a fully paid and nonassessable share of stock in the Florida corporation. As of the Effective Time, all such shares of stock of the Kentucky corporation, shall no longer be outstanding and shall automatically be cancelled and retired, and shall cease to exist. As of the Effective Time, each holder of shares of stock of the Kentucky corporation, shall cease to have any rights with respect thereto, except the right to receive, upon the surrender of any such certificate of stock of the Kentucky corporation, an equivalent certificate of stock of the Surviving Corporation, in accordance with the provisions of this section.

Section 2.2 Cancellation of Treasury Stock. Each share of stock owned by the Kentucky corporation as treasury stock, shall be cancelled and retired and shall cease to exist, and no consideration shall be delivered in exchange therefor.

Section 2.3 Taking of Necessary Action; Further Action. If, at any time after the Effective Time, any further action is necessary or desirable to carry out the purposes of this Agreement and to vest the Surviving Corporation with full right, title, and possession to all assets, property, rights, privileges, and powers of the Kentucky corporation, the officers and directors of the Surviving Corporation are hereby fully authorized in the name of said corporation, or otherwise, to take, and they shall use good faith efforts to take, all such lawful and necessary action, so long as such action is not inconsistent with this Agreement.

ARTICLE 3 - MISCELLANEOUS

Section 3.1 Amendment and Modification. Subject to applicable law, this Agreement may be amended, modified and supplemented in any and all respects, whether before or after any vote of

the stockholders of either corporation by written agreement of the parties, by action taken by their respective boards of directors at any time prior to the Effective Time.

Section 3.2 Counterparts. This Agreement may be executed in one or more counterparts (whether delivered by facsimile or otherwise), each of which shall be considered one and the same agreement, and shall become effective when two or more counterparts have been signed by each of the parties and delivered to the other parties.

Section 3.3 Entire Agreement; No Third Party Beneficiaries. This Agreement, (including the documents and the instruments referred to herein): (a) constitute the entire agreement and supersede all prior agreements, negotiations, arrangements and understandings, whether written, electronic or oral, among the parties with respect to the subject matter hereof and thereof, and (b) are not intended to confer upon any person other than the parties hereto, any rights or remedies hereunder.

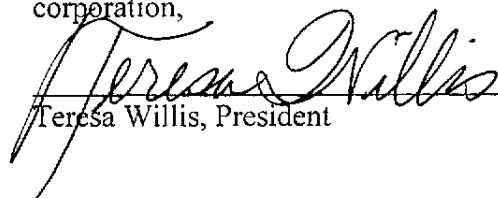
Section 3.4 Severability. Any term or provision of this Agreement that is held by a court of competent jurisdiction or other authority to be invalid, void or unenforceable in any situation in any jurisdiction, shall not affect the validity or enforceability of the remaining terms and provisions hereof, or the validity or enforceability of the invalid, void or unenforceable term or provision in any other situation, or in any other jurisdiction.

Section 3.5 Governing Law. This Agreement shall be governed by, and construed and enforced in accordance with, the internal laws of the State of Florida (without regard to any conflict of laws rules thereof which would cause the laws of any other jurisdiction to be applied).

Section 3.6 Assignment. Neither this Agreement, nor any of the rights, interests or obligations hereunder shall be assigned by any of the parties to this Agreement (whether by operation of law or otherwise) without the prior written consent of the other parties to this Agreement. Subject to the preceding sentence, this Agreement will be binding upon, inure to the benefit of and be enforceable by the parties and their respective successors and permitted assigns.


IN WITNESS WHEREOF, the Kentucky corporation and the Florida corporation, have caused this Agreement to be signed by their respective duly authorized officers as of the date first written above.

Surviving Corporation:
OLD KEY STONE CHURCH, INC., a Florida
corporation,


Teresa Willis, President

Merging Corporation:

OLD KEY STONE CHURCH, INC., a Kentucky corporation,



Terry Willis, President