

PLAN OF MERGER

This PLAN OF MERGER (“Agreement”) is made and entered effective the later of June 1, 2022, or the effective date of filing with the Texas Secretary of State (the "Effective Date") and is subject to the approval of each Congregation and the Synod (see below) in accordance with their respective governing documents.

PREAMBLE AND RECITALS

Christ the King Evangelical Lutheran Church is a Texas Nonprofit Corporation. (“CTK”).

Memorial Drive Lutheran Church is a Texas Nonprofit Corporation (“MDLC”).

Each of CTK and MDLC (together, the “Congregations”) is a congregation of the Evangelical Lutheran Church in America enrolled in the Texas - Louisiana Gulf Coast Synod (the “Synod”).

The Congregations desire to combine all of their respective assets, operations, and liabilities pursuant to the Plan of Merger (the “Merger”) described in this Agreement.

The Synod has approved the Merger in accordance with the processes set out in the Constitution and ByLaws of each Congregation.

The voting members of the Congregations and Church Councils of each Congregation have approved this Agreement in accordance with the processes set out in their respective Constitutions and ByLaws and desire to complete a full Merger of the two Congregations on the terms set out below.

In consideration of the terms hereof, the parties do hereby agree to merge on the terms and conditions set out in this document.

ARTICLE I. DEFINITIONS

1.01 Definitions. As used in this Agreement, the following terms have the following meanings:

"Agreement" means this Agreement and Plan of Merger.

"BOC" means the Texas Business Organizations Code, including any successor statute, as amended from time to time.

“Congregation” is defined in the Preamble and Recitals.

“CTK” is defined in the Preamble and Recitals

"Governing Authority" shall have that meaning assigned to it by the definition in Section 1.002 of the BOC.

“MDLC” is defined in the Preamble and Recitals.

"Owner" shall have that meaning assigned to it by the definition in Section I .002 of the BOC and refers specifically to the voting members of the Congregations and their respective Church Councils.

“Property” is defined in Article IV.

“Synod” is defined in the Preamble.

Other terms defined herein have the meaning so given them in the text.

ARTICLE II. MERGER

2.01 Merger. Upon the terms and subject to the conditions hereof and in accordance with Chapter 10 of the BOC, on the Effective Date (as hereinafter defined), MDLC is merged with and into CTK in accordance with the applicable laws of Texas (the "Merger"). Certificate of Merger will be filed in the State of Texas effective on the Effective Date. The separate existence of MDLC shall cease, and CTK shall be the surviving nonprofit corporation (the "Surviving Entity") and shall be governed by the laws of the State of Texas.

2.02 Certificate of Formation. On the Effective Date, the Certificate of Formation (formerly Articles of Organization) of CTK, as in effect immediately prior to the Effective Date and which is attached hereto as Exhibit A, shall continue in full force and effect as the Certificate of Formation of CTK.

2.03 Constitution and ByLaws. On the Effective Date, the Constitution and ByLaws of CTK, as in effect immediately prior to the Date shall continue in full force and effect as the Constitution and ByLaws of CTK.

2.04 Directors and Officers (Church Council and Officers). The Church Council (serving as the Directors) and Officers of CTK immediately prior to the Effective Date shall continue to be the Church Council and Officers of CTK until their successors shall have been duly elected and qualified, or until otherwise provided by the Constitution and ByLaws of CTK and under the BOC.

2.05 Condition. The consummation of the Merger is subject to the approval of each Congregation and the Synod and to effective filing of the Certificate of Merger with the Texas Secretary of State.

ARTICLE III. MEMBERSHIP

3.01. Each Congregation is a “Membership Organization” as defined in the BOC. As a result of the Merger, each member of MDLC will automatically, without further action, become a member of CTK with all of the rights and responsibilities of a member in CTK as defined in its Constitution and ByLaws.

ARTICLE IV. EFFECT OF MERGER

4.01 Upon the Effective Date, CTK, without further act, deed or other transfer, shall retain or succeed to, as the case may be, and possess and be vested with all the rights, privileges, immunities, powers, franchises, and authority, of a public as well as of a private nature, of MDLC; all property of every description and every interest therein, and all debts and other obligations of or belonging to or due to MDLC on whatever account shall thereafter be taken and deemed to be held by or transferred to, as the case may be, or invested in CTK without further act or deed; title to any real estate (including the property located at 12211 Memorial Dr, Houston, TX 77024 – with improvements, the “Property”), or any interest therein vested in MDLC, shall be transferred automatically to CTK by reason of this Merger; and all of the rights of creditors of MDLC shall be preserved unimpaired, and all liens upon the property of MDLC (including any mortgage liens on the Property) shall be preserved unimpaired, and all debts, liabilities, obligations and duties of MDLC shall thenceforth remain with or be attached to, as the case may be, CTK and may be enforced against it to the same extent as if all of said debts, liabilities, obligations and duties had been incurred or contracted by CTK directly.

ARTICLE V. OTHER PROVISIONS

5.01 Further Assurances. From time to time, as and when required by CTK or by its successors and assigns, there shall be executed and delivered on behalf of CTK such deeds and other instruments, and there shall be taken or caused to be taken by it such further and other action, as shall be appropriate or necessary in order to vest or perfect in or to conform of record or otherwise in CTK the title to and possession of all the property, interest, assets, rights, privileges, immunities, powers, franchises and authority of CTK and otherwise to carry out the purposes of this Agreement, and the Church Council and officers of CTK are fully authorized in the name and on behalf of CTK or otherwise to take any and all such action and to execute and deliver any and all such deeds and other instruments.

5.04 Governing Law. This Agreement is governed by and shall be construed in accordance with the law of the State of Texas.

5.05 Counterparts. This Agreement may be executed in any number of counterparts with the same effect as if all signing parties had signed the same instrument.

IN WITNESS HEREOF, the parties have entered into and signed this Agreement, as of the Effective Date.

Christ the King Evangelical Lutheran Church

By: _____
Theresa Koehler, President

By: _____
Amandus Derr, Interim Senior Pastor

Memorial Drive Lutheran Church

By: _____
Karen Whitefield, President

By: _____
Beth Marie Halvorsen, Intentional Interim Pastor

