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(City/State/Zip/Phone #)

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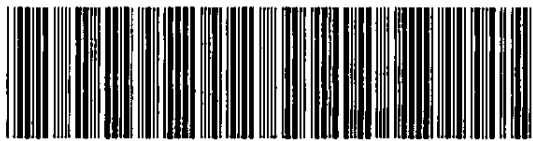
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SECRETARY OF STATE
TALLAHASSEE, FLORIDA

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Mezyer
[Signature]

FOSTER & FUCHS, P.A.
ATTORNEYS AT LAW

GREENWAY PROFESSIONAL CENTER
4425 MILITARY TRAIL, SUITE 109
JUPITER, FLORIDA 33458

JOHN FENN FOSTER
LANCE C. FUCHS

TELEPHONE (561) 799-6797
FACSIMILE (561) 799-6551

ROBERT McK. FOSTER (1922-1998)
ROBERT M. FOSTER (1893-1958)

E-MAIL: lbogatin@fosterfuchs.com

March 30, 2010

VIA FEDEX

Amendment Section
Division of Corporations
Clifton Building
2661 Executive Center Circle
Tallahassee, FL 32301

RE: Articles of Merger

Dear Sir/Madam:

Enclosed please find the following:

1. Cover Letter;
2. Original and one copy of Articles of Merger including Exhibit "A" Agreement and Plan of Merger;
3. Check in the amount of \$ 78.75.

Please file the Articles of Merger on March 31, 2010 and return a certified copy to our office.

Should you have any questions or need any additional information, please call.

Sincerely,



Lisa Bogatin
Office Administrator

LB

Enclosures

COVER LETTER

*

TO: Amendment Section
Division of Corporations

SUBJECT: First Baptist Church of West Palm Beach
(Name of Surviving Corporation) Florida

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

Please return all correspondence concerning this matter to following:

John Fern Foster, Esq.
(Contact Person)

Foster + Fuchs, P.A.
(Firm/Company)

4425 Military Trail, #109
(Address)

Jupiter FL 33458
(City/State and Zip Code)

For further information concerning this matter, please call:

_____ At (561) 799-6797
(Name of Contact Person) (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

ARTICLES OF MERGER

The undersigned, being the Presidents of CENTRAL BAPTIST CHURCH OF JUPITER, FLORIDA, INC., a Florida not for profit corporation, 18477 Loxahatchee River Road, Jupiter, Florida 33458 (hereinafter "CBC") and FIRST BAPTIST CHURCH OF WEST PALM BEACH, FLORIDA, a Florida not for profit corporation, 1101 S. Flagler Drive, West Palm Beach, Florida 33401(hereinafter "FBC"), hereby execute these Articles of Merger, which shall be filed in the office of the Florida Department of State in accordance with the Florida Not For Profit Corporation Act, pursuant to Section 617.1105, Florida Statutes.

ARTICLE I

Plan of Merger

A copy of the Agreement and Plan of Merger ("Plan of Merger") is attached as Exhibit "A".

ARTICLE II

Status of Corporations after Merger

The name and jurisdiction of the surviving corporation is FIRST BAPTIST CHURCH OF WEST PALM BEACH, FLORIDA, a Florida not for profit corporation (Document Number 706678). The name and jurisdiction of the merging corporation is CENTRAL BAPTIST CHURCH OF JUPITER, FLORIDA, INC., a Florida not for profit corporation.

ARTICLE III

Approval

The Plan of Merger was adopted by CENTRAL BAPTIST CHURCH OF JUPITER, FLORIDA, INC. at a meeting of its members held on Sunday, February 28, 2010. The number of votes cast in favor of the merger was sufficient for approval. The vote was 34 in favor of the merger and 8 opposed.

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SECRETARY OF STATE
TALLAHASSEE FLORIDA

The Plan of Merger was adopted by FIRST BAPTIST CHURCH OF WEST PALM BEACH, FLORIDA at a meeting of its members held on October 11, 2009. The vote cast in favor of the merger was unanimous and sufficient for approval.

ARTICLE IV

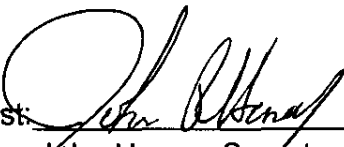
Effective Date


The Merger shall be effective on the date the Articles of Merger are filed with the Florida Department of State ("Effective Date").

IN WITNESS WHEREOF, the undersigned have executed these Articles of Merger on this 14 day of MARCH, 2010.

"CBC"

CENTRAL BAPTIST CHURCH OF JUPITER,
FLORIDA, INC.


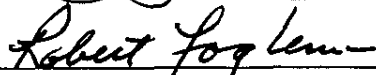
Attest: 
John Haney, Secretary

By: 
Mildred B. Baker, President

"FBC"

FIRST BAPTIST CHURCH OF WEST PALM
BEACH, FLORIDA

Attest: 
Jack J. Eassa, Secretary

By: 
Jimmy Scroggins, Senior Pastor
By: 
Robert Fogleman, President

AGREEMENT AND PLAN OF MERGER

THIS AGREEMENT AND PLAN OF MERGER ("Agreement") dated this ^{MARCH} 14 day of February, 2010, by and between CENTRAL BAPTIST CHURCH OF JUPITER, FLORIDA, INC., a Florida nonprofit corporation, 18477 Loxahatchee River Road, Jupiter, Florida 33458 (hereinafter "CBC") and FIRST BAPTIST CHURCH OF WEST PALM BEACH, FLORIDA, a Florida nonprofit corporation, 1101 S. Flagler Drive, West Palm Beach, Florida 33401 (hereinafter "FBC").

WITNESSETH:

WHEREAS, CBC has been proclaiming the gospel of Jesus Christ and ministering to the Jupiter community since 1989; and

WHEREAS, FBC has been in existence since 1901 in downtown West Palm Beach, Florida, and has impacted thousands of lives with the message of Christ for the glory of God; and

WHEREAS, CBC desires to merge with and into FBC for the express purpose of reaching more people for Jesus Christ than they can reach separately; and

WHEREAS, CBC and FBC entered into a Letter of Intent on August 26, 2009 ("LOI") which letter contemplates the terms, provisions and conditions of the merger of CBC into FBC; and

WHEREAS, the Board of Trustees for CBC and FBC have each duly adopted resolutions approving the Agreement and Plan of Merger:

NOW, THEREFORE, for Ten and No/100 Dollars (\$10.00), and other good and valuable consideration, the receipt and legal sufficiency of which is hereby acknowledged, and in further consideration of the mutual covenants and agreements herein contained, the parties hereto, intending to be legally bound, hereby covenant and agree as follows:

ARTICLE I

Constituent Corporations

The name of each constituent Florida nonprofit corporation that is a party to this Agreement is: CENTRAL BAPTIST CHURCH OF JUPITER, FLORIDA, INC. ("CBC") and FIRST BAPTIST CHURCH OF WEST PALM BEACH, FLORIDA ("FBC").

EXHIBIT A

ARTICLE II

Merger and Surviving Corporation

Pursuant to Section 617.1101, Fla. Stat. (2009), CBC shall merge into FBC ("Merger"). FBC shall be the surviving corporation of the Merger.

ARTICLE III

Terms and Conditions of Merger

The terms, provisions and conditions of the Merger, which shall survive the Merger, are as follows:

- A. **Launch of New Campus.** FBC intends to begin a new ministry in the north end of Palm Beach County (the "North Campus") as of the Effective Date of this Merger as defined in Article VIII. FBC desires to formally launch a new facility of the North Campus no later than October 2010, provided all conditions precedent to the new campus have been met. These conditions include, but are not limited to: (i) securing a proper facility for Sunday services; (ii) having available resources to secure said facility, provide pastoral and operational support, and maintain the existing CBC property; and (iii) getting commitments from a Launch Team of approximately 100 people (as defined in subsection G below). The new campus shall be located in Northern Palm Beach County, preferably between Palm Beach Gardens and Jupiter, at a location to be determined by FBC. Upon satisfaction of the above conditions, FBC will begin negotiations with schools, hotels, theatres, and any other possible locations to find a facility that is advantageous in terms of location, quality, utility and price. If the above conditions are not met, the North Campus shall continue to operate at the current location.
- B. **Services and Activities.** Until such time as a new North Campus is secured, all activities for the North Campus of FBC shall occur at the facilities located at 18477 Loxahatchee River Road, Jupiter, Florida. FBC shall supply a teaching/preaching pastor along with worship support as of the Effective Date of the Merger. The intentions are that initially, the North Campus will have one Sunday morning worship service preceded by on-campus small groups for Sunday School at the new facility. There will be some kind of mid-week event/meeting on Wednesdays for adults and youth (as needed). As growth demands and resources allow, additional mid-week ministries, Bible studies, children and youth ministry activities will be added. Once a new North Campus is secured, the existing CBC campus located at 18477 Loxahatchee River Road,

Jupiter, Florida will be used for a "home base" and for meetings, fellowships, and other mid-week activities if needed .

- C. **Access to Downtown Campus Activities.** All FBC members that attend the North Campus (including former CBC members) will have access to all events, ministry activities and facilities of FBC's downtown campus, located at 1101 S. Flagler Drive, West Palm Beach, Florida. Wednesday Night Youth Programs, Kids Camp, Youth Camp, Mission Trips, Service Projects, as well as other activities, will be done together by FBC's downtown campus and its North Campus, so long as the North Campus does not have enough participants for these programs as to carry them out at their location.
- D. **Special Council for Control and Inspection.** No later than thirty (30) days after the Effective Date, the parties shall appoint a Special Council for Control and Inspection ("Special Council"). The Special Council shall be made up of two members from CBC and FBC, along with the senior pastor of FBC, who shall preside over the Special Council and who shall have the decisive vote in the event of a tie. The Special Council shall exist for a period of two (2) years unless sooner terminated by a three-fourths vote of the members thereof. This Special Council shall have the responsibility of overseeing all aspects concerning the assets listed in Exhibit A, which is attached hereto and made a part hereof, provided, however, that all decisions regarding the disposition (sale, lease, mortgage, transfer or use) of the CBC campus property, as well as the administration and use of CBC assets shall be made by FBC.
- E. **Sale or Lease of CBC Campus Property.** In the long term, the Special Council may recommend to FBC the sale or lease of the CBC real estate in order to help fund the development of a new North Campus location and long term North Campus ministry strategies, provided, however, that if the sale or lease occurs prior to the Effective Date of the Merger, CBC shall have sole authority to approve it pursuant to its Articles and Bylaw.
- F. **Start-up and Operational Costs of the North Campus.** No later than ten (10) days after the Effective Date, CBC's cash, including the building fund, will be placed into the First Family Community Foundation of West Palm Beach, Inc., a foundation owned by FBC that raises money for special FBC projects, and will be disbursed as needed to meet the start-up and operational costs of the North Campus only. All money from regular tithes and offerings will be deposited into the appropriate FBC accounts, and will be administrated according to FBC policies and procedures for the benefit of the North Campus. Any shortfall in operational expenses shall be made up by FBC.
- G. **Launch Team.** No later than forty-five (45) days after the Effective Date, both parties agree on assembling a group of people who will serve as parishioners at the North Campus ("Launch Team"). The team will be comprised of former CBC members and FBC members. All launch team members will be asked to commit to attend the North Campus, serve at the North Campus and give faithfully to

FBC. The goal is to have 100 people in order to launch a new North Campus and hopefully average 150 by the end of the first year.

- H. **Dream Team.** No later than ten (10) days after the Effective Date, the Senior Pastor of FBC will appoint a North Campus "Dream Team" that will include current CBC members as well as members of the Launch Team from the FBC Downtown Campus. The Dream Team will help develop, communicate, promote and execute the vision and strategy for the North Campus. Early tasks for the Dream Team will be assisting Senior Pastor in (i) selecting the launch date and location, (ii) choosing a name for the new North Campus, and (iii) recruiting and assigning responsibilities to members of the Launch Team and relating to the various communities represented in North County.
- I. **New Name for the North Campus.** As of the Effective Date of the Merger, CBC's name will be modified by FBC to reflect that it is now a ministry of FBC. When a new North Campus is secured, the CBC name will no longer be used. A new name will be used for the new North Campus of FBC.
- J. **Transitional Period.** At the discretion of FBC, there may be a period of time (anticipated six (6) to eight (8) weeks) after the Effective Date of the Merger, but before the launch of the new North Campus, when CBC will not meet on Sunday morning in its current form. For example, if the North Campus is launched in October, CBC will not meet on Sunday mornings in August and September. As soon as the Launch Team is constituted, a new Sunday morning small-group will begin in the Downtown Campus for the North Campus Launch Team. There will also be mid-week meetings on the current CBC campus to plan, pray, and build relationships within the Launch Team that will also begin at that time.
- K. **Leadership.** FBC's Senior Pastor and FBC's existing leadership will continue to be the "umbrella" of leadership for all FBC campuses after the Merger. FBC will hire a full-time Lead Pastor for the North Campus. His role will be to oversee all aspects of the North Campus, including arrangements with the landlord, set-up and tear down, small group administration, worship service preparation, web-site and other communication, pastoral care, evangelism and follow-up with visitors and prospective new members. After the launch of a new North Campus, FBC will also assign a full-time worship pastor to be responsible for the music at the North Campus. As growth demands and resources allow, other part-time and full-time staff members will be added to the North Campus staff team. Initially, FBC's Senior Pastor will preach the eleven thirty (11:30 a.m.) services each week, except for the first Sunday of every month, when either the Lead Pastor of the North Campus or another FBC Teaching Pastor will preach at the North Campus.
- L. **Ministries.** The FBC's Children's Ministry will take responsibility for designing the North Campus children's program, training the volunteers and providing the resources. The FBC's Youth Ministry will take responsibility for the design, training and resourcing of the North Campus youth ministry. The FBC's Adult Ministry will take responsibility for the design, training and resourcing of the North

Campus adult small groups. The people who commit to the North Campus Launch Team will be responsible to implement and execute the above ministries under the direct leadership of the Lead Pastor for the North Campus.

- M. Representations and Warranties.** CBC makes the representations and warranties set forth in Exhibit "D" as a material inducement to FBC entering into this Merger Agreement.

If CBC becomes aware of any act or circumstance which would change or render incorrect, in any material respect, any representation or warranty made by CBC under this Agreement, whether as of the date given or any time thereafter through the Effective Date and whether or not such representation or warranty was based upon CBC's knowledge and/or belief as of a certain date, CBC will give immediate written notice of such changed fact or circumstance to FBC, but such notice shall not release CBC of its liabilities or obligations with respect thereto, if any. At the Effective Date, CBC shall deliver a certificate regarding Representations and Warranties, stating that all the representations and warranties contained in this Section M are true and correct as of said date, or setting forth in detail which of such matters are not true and correct, all of which shall be subject to FBC's approval in its reasonable discretion.

All representations and warranties contained in this Section M made in writing by CBC in connection with the transactions herein provided for shall be true and correct on the date hereof and on the Effective Date in all material respects, to the best of the knowledge of CBC without independent inquiry or research.

- N. Expenses.** Until the Effective Date of Merger, each of the parties shall be responsible for and bear all of its own costs and expenses incurred in connection with the proposed merger.
- O. Access.** For the purpose of compliance with Article IX.B, until the Effective Date of the Merger each party shall provide to the other party complete access to their facilities, books and records, and shall cause the leaders, employees, accountants and other agents and representatives ("Representatives") of each party to cooperate fully with the other party's Representatives in connection with their due diligence investigation of their assets, contracts, liabilities, operations, records and other aspects of their church.

ARTICLE IV

Articles of Incorporation and Bylaws

The Articles of Incorporation and Bylaws of FBC, in effect as of the Effective Date of the Merger, shall not be changed by the Merger, and shall continue as its Articles of Incorporation (Constitution) and Bylaws. Nevertheless, FBC recognizes the potential need to revise and amend its current Constitution and By-laws in order to reflect the reality of the new church as a result of this Merger and will do so if required by Florida Statutes. In the event so required, FBC shall complete such revisions (if any) within sixty (60) days after the Effective Date.

ARTICLE V

Directors and Officers

The directors and officers of FBC immediately prior to the Effective Date of the Merger, shall continue to be the directors and officers following the Merger until replacements are duly appointed and elected in accordance with the governing documents. In addition, current CBC members will be incorporated into the committees of FBC, including the following committees: legal, personnel, finance, nominating and corporate officers, as it is appropriate and provided they meet the qualifications for service as determined by FBC. At least two (2) of CBC's current Trustees will be incorporated into FBC's Finance Committee. At least one (1) deacon from the current CBC deacons will be "fast-tracked" to join the deacon body of FBC, subject to meeting the qualification of deacon.

ARTICLE VI

Members

Immediately following the Effective Date of the Merger, all members in good standing of CBC will have the opportunity to become members of FBC by letter. After a member of CBC becomes a member of FBC, such member shall possess all rights, privileges and obligations granted to members of FBC by its Constitution and Bylaws:

ARTICLE VII

Assets and Liabilities

On the Effective Date of the Merger, the separate existence of CBC shall cease and FBC, without further action, shall possess all of its rights, interest and privileges immediately preceding the Merger. All assets of any nature of CBC, including, without limitation, those listed on Exhibit A, shall be vested in FBC immediately following the Merger. Following the Merger, FBC shall be responsible for all liabilities and obligations of CBC. Any claim existing or action or proceeding pending against CBC may be continued as if the Merger did not occur, or FBC may be substituted for CBC in any such proceeding. Neither the rights of creditors of nor any liens upon the property of CBC shall be impaired by the Merger.

ARTICLE VIII

Effective Date

The Merger shall be effective on the date that all the Conditions Precedent set forth in Article IX have been met or waived in accordance with such provision ("Effective Date").

ARTICLE IX

Corporate Approval and Conditions Precedent

This Agreement has been approved by the Board of Trustees and general membership of both CBC and FBC, and the officers and trustees of each party are hereby authorized to execute this Agreement, the Articles of Merger, and any other document, instrument, affidavit, deed, assignment or notice and do any such thing or take any action to fulfill the intent of this Agreement and give effect to the Merger. Moreover, the Merger contemplated by this Agreement is expressly conditioned upon the following conditions precedent ("Conditions Precedent"):

- A. Receipt of all necessary consents and approvals of governmental bodies and other third parties, if any;
- B. Absence of any material adverse change in either party's financial condition, assets or operations through the Effective Date of the Merger;
- C. Absence of pending or threatened litigation regarding this Agreement or the transactions contemplated thereby; and
- D. Delivery of customary legal opinions and other documentation.
- E. A Satisfaction of Mortgage is properly executed and recorded for that July 27, 1993 mortgage securing a \$700,000 loan from Community Savings, F.A. to CBC recorded in Official Records Book 7817, Page 856-877-A, Public Records of Palm Beach County, Florida.
- F. Written release by Towerco, LLC/Towerco II, LLC of Site Agreement for communications facility entered into by CBC with Sprint Spectrum, L.P. evidenced by that Assignment and Assumption Agreement and Master Bill of Sale recorded in Official Records Book 22824, Pages 0606-619, Public Records of Palm Beach County, Florida.
- G. Southern Baptist Convention's written approval of the FBC/CBC merger and release of the reverter clause set forth in that Resolution recorded in Official Records Book 6968, Page 1962-1963, Public Records of Palm Beach County, Florida.

CBC shall have 120 days to satisfy such Conditions Precedent after which time the parties can agree on an extension of such timeframe, terminate this Agreement and Plan of Merger, or FBC may waive in writing any or all of such Conditions Precedent which shall give effect to the Merger.

ARTICLE X

Abandonment and Termination

Notwithstanding anything to the contrary contained in this Agreement, this Agreement and Plan of Merger may be terminated and abandoned by the Board of Directors of either party at any time prior to the filing of the Articles of Merger.

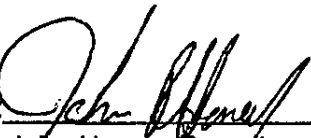
[Signatures Appear on the Next Page]

IN WITNESS WHEREOF, this Agreement and Plan of Merger has been executed by CBC and FBC on this 14th day of MARCH, 2010.


"CBC"

CENTRAL BAPTIST CHURCH OF JUPITER,
FLORIDA, INC., a Florida nonprofit corporation

Attest:


John Haney, Secretary

By:


Mildred B. Baker, President

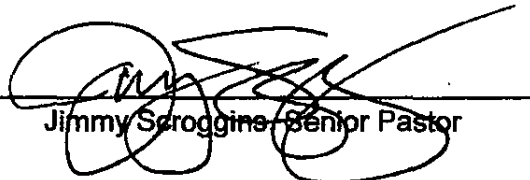
"FBC"

FIRST BAPTIST CHURCH OF WEST PALM
BEACH, FLORIDA, a Florida nonprofit
corporation

Attest:


Jack J. Eassa, Secretary

By:


Jimmy Scroggins, Senior Pastor

By:

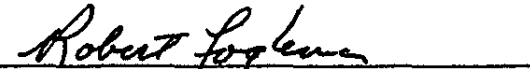

Robert Fogleman, President

EXHIBIT "A"

List of CBC Assets

EXHIBIT "A"

The North 323 feet of the Northwest $\frac{1}{4}$ of the Southwest $\frac{1}{4}$ of Section 35, Township 40 South, Range 42 East, less the west 660 feet thereof said land situate, lying and being in Palm Beach County, Florida, less and except the following parcel of land:

Commencing at the intersection of the centerlines of Loxahatchee River Road and Roebuck Road, also being the Southeast corner of the Southwest one-quarter of the Northwest one-quarter of said Section 35, as shown on the plat of Jupiter Highlands as recorded in plat book 25, page 241 of the Palm Beach County, Florida Public Records; thence North $89^{\circ} 55' 33''$ west along the centerline of Roebuck Road, also being the North line of the Northwest quarter of the Southwest quarter of said section 35 (The Centerline of Roebuck Road is taken to bear North $89^{\circ} 55' 33''$ West and all other bearings stated herein are relative thereto). A distance of 57.82 feet; thence South $00^{\circ} 04' 27''$ West a distance of 30.00 feet to a point on the South Right-of-way line of Roebuck road as laid out and in use and the point of beginning; thence south $89^{\circ} 55' 33''$ East along said South Right-of-way line a distance of 25.00 feet to a point on the West Right-of-Way line of Loxahatchee River Road as Shown in the Plat of Pennock Point as recorded in Plat Book 22, page 29, of the Palm Beach County, Florida Public Records; thence South $00^{\circ} 16' 43''$ East along said West Right-of-Way line a Distance of 25.00 feet; thence North $45^{\circ} 06' 06''$ West a distance of 35.46 feet to the Point of beginning.

LESS AND EXCEPT the North 30.0 feet thereof for Roebuck Road right of way and the East 30.0 feet thereof for Loxahatchee River Road right of way (both previously known as Homesteaders Road) as described in Commissioners Meeting Book 3, page 237, dated December 9, 1915, Palm County Public Records.

On the December 31, 2009 Balance Sheet CBC's Equipment is listed as \$42,822.95 and Furniture is listed as \$60,070.76.

SANCTUARY

Number of	Item	Value
8	Music Stands	
3	Microphones	
12	Microphone Stands	
1	Drum Set	
2	Metal Rostrums	
1	American Flag & Stand	
1	Christian Flag & Stand	
	Speaker on Floor	
1	Piano & Bench	
1	Portable Movie Screen	
1	Oak Communion Table	
4	Oak Collection Plates	
1	Sound Board	
1	Power Unit	
2	CD/Cassette Players	
1	Portable Private Wall	
1	Fire Extinguisher	
81	Holy Bibles	
150	The Baptist Hymnals	
24	Choir Robes	
1	Automatic Screen	

KITCHEN

Number of	Item	Value
6	Folding Tables	
6	Metal Chairs	
1	GE Refrigerator	
1	Microwave	
1	Mr. Coffee	
1	Large Coffee Maker	
1	DeLonghi Coffee Maker	
Miscellaneous	Kitchen Items	
1	3-Step Step Stool	
1	Large Warmer	
Miscellaneous	Kitchen Items	
1	Circuair Electric Fan	
2	Bunn Iced Tea Brewers	
1	Coleman Cooler	
1	Plastic Storage Box on Wheels	

CLASS ROOM

Number of	Item	Value
2	Book Shelves (5 shelves)	
20	Green Top Tables	
1	Theatre View Toshiba TV	
1	Mintek DVD Player DVD-2110	
1	Sanyo 4-Head Hi Fi VCR	1
1	Bulletin Board	
1	Waste Basket	

FOYER

Number of	Item	Value
1	Propane Gas Grille	
1	Visitor's Cart	
1	Plastic Tea Cart	
1	Waste Basket	
2	Bulletin Boards	
1	Track Holder	
1	Fire Extinguisher	

NURSERY

Number of	Item	Value
2	Baby Cribs	
2	Changing Tables	
1	Waste Basket	
2	Rocking Chairs	
1	Mobile on Crib	
1	Graco Swing	
1	High Chair	
1	Small Rug	
2	Bulletin Boards	
2	Diaper Pails	
2	Plastic Baskets	
1	Fire Extinguisher	

NURSERY SUPPLY CLOSET

Number of	Item	Value
1	Oak Podium	
1	Wooden Platform Extension	
1	Hoover Vacuum	
1	Portable Shark Vacuum	
1	Hoover Carpet Shampooer	
1	Small Bissel "Little Green Spot Cleaner	
1	Portable Cleaning Carts with Cleaning Supplies	
1	Box of A/C Filters	
1	3-Step Ladder	
1	Baby High Chair	
2	Candelabra	
Miscellaneous	Wedding Supplies	
2	Metal Shelves	
Miscellaneous	Paper Supplies	
Miscellaneous	Table Decorations	
	Extension Cords	
3	Metal Picture Frames	
4	Poster Frames	

PRE-SCHOOL ROOM

Number of	Item	Value
2	Children's Tables	
7	Children's Chairs	
2	Small Rugs	
1	Large Bulletin Board	
2	Small Bulletin Boards	
1	Toy Holder	
1	Play Stove & Sink	
1	Small Cabinet	
1	Small Counter	
1	Book Shelf	
Miscellaneous	Children's Books	
1	Large Rack - 7 shelves	
Miscellaneous	Toys	

1-3 GRADE CLASSROOM

Number of	Item	Value
1	Piano	
1	Piano Bench	
2	CD Cassette Player	
1	VCR	
11	Yellow Chairs	
1	Large Cabinet	
1	Large Bulletin Board	
1	Small Portable Bulletin Board	8
1	Large Cassette Holders	
4	Small Cassette Holders	

PLAYGROUND

Number of	Item	Value
1	Large Slide	
1	Small Slide	
2	Basketball Stands	
2	Benches	
1	Table	
2	Chairs	
1	Play Car	
1	Play Tunnel	

YOUTH ROOM

Number of	Item	Value
2	Green Top Tables	
8	Metal Chairs	
1	Large Built-In Desk	
1	Desk Chair	
1	Two-Seat Sofa	
1	Three-Seat Sofa	
1	Large White Cabinet	
1	Emerson TV & VHS	
3	Large Bulletin Boards	
1	Small Kenmore Refrigerator	
1	Sharp Microwave	
1	AK Rocker	
1	Playhut Chair	
1	Waste Basket	
1	Fire Extinguisher	

4-6 GRADE CLASSROOM

Number of	Item	Value
9	Yellow Plastic Childrens Chairs	
12	Metal Adult chairs	
1	Roland Piano	
1	Waste Basket	
1	Magnavox TV Set	
1	Optima VHS Player	
1	Emerson DVD Player	
1	Bamboo Book Shelf	
3	5 Shelf Book Rack	
4	4 Shelf Book Rack	
1	World Globe	
2	Large Bulletin Boards	
1	Wall Shelf	
1	Strobe Light	
1	Sharp CD Player	

PASTOR'S OFFICE

Number of	Item	Value
4	5 Shelf Book Shelves	
2	Small Table Lamps	
2	Overhead Projectors	
5	Communion Plates	
1	Locked File Drawer	
1	Oak Desk	
3	Upholstered Guest Chairs	
1	Executive Desk Chair	
1	Small Table	
1	World Globe	
1	Waste Basket	

RECEPTION/SECRETARY OFFICE

Number of	Item	Value
1	Secretary Chair	
1	Secretary Work Station	
1	Lateral File Cabinet	
1	Small Table with Lamp	
2	Guest Chairs	
1	Computer Set Up	
1	Copier/Printer	
1	Fax Machine	

EXHIBIT "B"

CBC Claims/Litigation

EXHIBIT "C"

CBC Service Contracts

EXHIBIT "D"

CBC Representations and Warranties

For the purposes of this Section M, FBC's property located at 18477 Loxahatchee River Road, Jupiter, Florida shall be referred to as "the Property". As part of the proposed Merger, CBC makes the following representations and warranties to FBC:

(i) **Compliance with Law.** CBC has not received written notice of any uncured violation of any laws, ordinances, fire codes, rules and regulations of any government or any agency, body or subdivision including, without limitation, any zoning, building, environmental protection, clean air, pollution, fire or health code violations or violations pertaining to the use and occupancy of the Property or discrimination on any prohibited basis bearing on CBC or the operation of the Property.

(ii) **No Litigation.** Except as specifically disclosed to FBC on Exhibit "B", there are no pending or, to CBC's knowledge, threatened claims, allegations, actions, proceedings or lawsuits of any kind, whether for personal injury, property damage, landlord-tenant disputes, property taxes, condemnation or other taking or otherwise against CBC or the Property, nor to the best of CBC's knowledge, is there any governmental investigation of any type or nature pending or to CBC's knowledge threatened against or relating to it or the Property or the transactions contemplated hereby.

(iii) **Insurance Notices.** CBC has not received notice from any insurance company which has issued a policy with respect to any portion of the Property, or by any board of fire underwriters or any similar body as to any non-compliance in respect of its Property.

(iv) **Service Contracts.** Except as set forth on the list of Contracts attached hereto as Exhibit "C" there is no agreement, in writing or otherwise, between CBC and any other person or persons for service, supply, maintenance, management or the operation of the Property or any portion of the business conducted thereon or thereat, which is not terminable upon thirty (30) days' notice, without payment of any penalty or premium. Except as set forth in Exhibit "C", neither CBC nor any other party is in default in any material respect under the terms of any Contract.

(v) **Hazardous Waste.** To CBC's knowledge, the Property has not at any time been used for the purposes of storing, manufacturing, releasing or dumping Hazardous Materials or Substances, except for normal quantities of Hazardous Materials or Substances utilized in connection with the normal maintenance and operation of the Property in compliance with all Environmental Laws (as hereinafter defined) and household Hazardous Materials utilized by tenants of the Property. To CBC's knowledge, no underground storage tanks, pipelines or clarifiers have been or are located on the Property. "Hazardous Materials" or "Substances" shall mean (1) hazardous wastes, hazardous materials, hazardous substances, hazardous

constituents, toxic substances or related materials, whether solids, liquids or gases, including, but not limited to, substances deemed as "hazardous wastes," "hazardous materials," "hazardous substances," "toxic substances," "pollutants," "contaminants," "radioactive materials," or other similar designations in, or otherwise subject to regulation under, the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended ("CERCLA"), 42 U.S.C. § 9601 et seq.; the Toxic Substance Control Act ("TSCA"), 15 U.S.C. § 2601 et seq.; the Hazardous Materials Transportation Act, 49 U.S.C. § 1802; the Resource Conservation and Recovery Act ("RCRA"), 42 U.S.C. § 9601, et seq.; the Clean Water Act ("CWA"), 33 U.S.C. § 1251 et seq.; the Safe Drinking Water Act, 42 U.S.C. § 300 et seq.; the Clean Air Act ("CAA"), 42 U.S.C. § 7401 et seq. or any similar laws, rules or regulations of the State of Florida or any subdivision thereof and in any permits, licenses, approvals, plans, rules, regulations or ordinances adopted, or other criteria and guidelines promulgated pursuant to the preceding laws or other similar federal, state or local laws, regulations, rules or ordinances now or hereafter in effect relating to environmental matters (collectively the "Environmental Laws"); and (2) any other substances, constituents or wastes subject to any applicable federal, state or local law, regulation, ordinance or common law doctrine, including any Environmental Law, now or hereafter in effect, including, but not limited to, (A) petroleum, (B) refined petroleum products, (C) waste oil, (D) waste aviation or motor vehicle fuel, (E) asbestos, (F) lead in water, paint or elsewhere, (G) radon, (H) polychlorinated biphenyls (PCB's) and, (I) urea formaldehyde. CBC has not received any actual notice of any civil, criminal or administrative suit, claim, hearing, violation, investigation, proceeding or demand against CBC or the Property relating in any way to a discharge, disposal, deposit, injection, dumping, spilling, leaking, leaching, placing, presence, pumping, pouring, emitting, emptying, escaping, or other release or the use of Hazardous Materials or compliance with Environmental Laws.

(vi) **Property Reports.** To the best of CBC's knowledge, CBC has delivered to FBC or made available to FBC at the Property, all written reports in the possession or control of CBC with respect to the structural or environmental condition of the Property and CBC has not withheld any material information in its possession or control with respect to the physical or environmental condition of the Property from FBC.

(vii) **Financial Statements.** The financial statements delivered or hereafter to be delivered to FBC with respect to the Property and CBC present fairly the financial condition of the Property and CBC, as applicable, as of the respective dates thereof and the result of its operations for the period then ended. There are no material liabilities or obligations of CBC, whether accrued, absolute, contingent or otherwise, which have not been disclosed as liabilities or obligations on such financial statements. To CBC's knowledge, all such financial statements have been prepared in accordance with generally accepted accounting principles, consistently applied throughout and among the periods indicated. There are no misstatements contained within, or omissions from, such financial statements that would render the same untrue, incomplete, misleading or inaccurate in any material respect. CBC has no debts or obligations of any kind other than the customary trade payables incurred in the ordinary course of business of owning and operating the Property. There has been no material adverse change in the

operation of the Property or the financial condition of CBC since the date of the most recent financial statements delivered to FBC.

(viii) **Structural Defects.** CBC has no knowledge of any material structural or other material defects in any improvements on the Property which have not been disclosed in writing to FBC. CBC has received no notice that any improvements violate any applicable rules, regulations, laws, ordinances and codes of governmental authorities having jurisdiction over the Property.

(ix) **Employees.** There are no employees of CBC employed in connection with the use, operation, maintenance or management of the Property whom FBC would be obligated to retain or compensate or provide benefits for after the Merger Date. CBC is not a party to, nor maintains, any employee benefit plan or employee welfare plan (within the meaning of the Employee Retirement Income Security Act of 1974, as amended ("ERISA")), and CBC has no obligation to contribute to any multi-employer plan (within the meaning of ERISA).

(x) **Status of CBC.** CBC is a corporation, duly organized, validly existing and in good standing under the laws of the States of Florida, and its status is active.

(xi) **No Default.** To the best of CBC's knowledge, CBC is not in default in respect of any of its contractual obligations or contractual liabilities pertaining to the Property.

(xii) **Insolvency.** CBC (i) is not in receivership or dissolution, (ii) has not made an assignment for the benefit of creditors or admitted in writing its inability to pay its debts as they mature, (iii) has not been adjudicated a bankrupt or filed a petition in voluntary bankruptcy or a petition or answer seeking reorganization or an arrangement with creditors under the Federal bankruptcy law or any other similar law or statute of the United States or any jurisdiction and no such petition has been filed against CBC, and (iv) to the best of CBC's knowledge, none of the foregoing is pending or threatened.

(xiii) **Taxes.** CBC has not received any written notice, and, to CBC's actual knowledge, there is no liability, deficiency or assessment with respect to CBC or any basis for any of the foregoing from any federal, state or local taxing authority. There are no governmental or other proceedings (formal or informal) or investigative proceeding pending, or, to CBC's actual knowledge, threatened with respect to any such federal, state or local income or other taxes, tax returns, informational filings or reports of CBC. There are not in effect any waivers or extensions with respect to taxes payable by CBC. As used in this paragraph, "Taxes" shall include all federal, state and local income, property (real and personal), sales, franchise, employment, excise and other taxes, tariffs, or governmental charges of any nature whatsoever, together with penalties, interest or additions to tax with respect thereto.

(xiv) **No Liens.** All bills and invoices for labor and material of any kind relating to the Property have been or prior to the Effective Date of the Merger will be paid in full, and there are no mechanic's liens or claims outstanding or available to any party in connection with the Property.

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