

710136

(Requestor's Name)

(Address)

(Address)

(City/State/Zip/Phone #)

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(Business Entity Name)

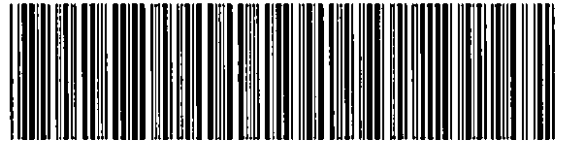
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Meryen

**Mark B. MacLean**  
**Attorney at Law**  
**2033 Flesher Avenue**  
**JACKSONVILLE, FLORIDA 32207**  
**TELEPHONE (904) 399-2829**  
**FACSIMILE (904) 399-2839**

MEMBER FLORIDA AND GEORGIA BARS

August 17, 2018

**Florida Department of State**

Amendment Section  
Division of Corporations  
P.O. Box 6327  
Tallahassee, Florida 32314

Re: MERCY FELLOWSHIP MINISTRIES INC - Ref. Number: 710136

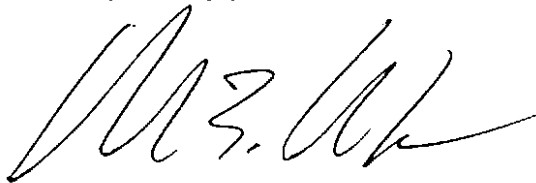
Dear Sir/Madam:

I have received your letter to me(a copy of which is enclosed herewith), dated August 13, 2018, requesting certain corrections or additional information to be made/added to the documents requested to be filed. Pursuant to your letter, I am enclosing herewith the corrected documents for filing with your office. Also, as your letter indicates, you have retained my check of \$70.00 for filing fees.

Should you have any questions or concerns, please do not hesitate to call our office or contact us via email at: MacLeanEsq@aol.com.

Thank you in advance for your prompt attention to this matter.

Respectfully yours,



Mark B. MacLean

Enclosures

RECEIVED  
18 AUG 20 AM 4:15  
SECRETARY OF STATE  
TALLAHASSEE, FLORIDA



FLORIDA DEPARTMENT OF STATE  
Division of Corporations

August 13, 2018

MARK B MACLEAN  
MARK B. MACLEAN, ATTORNEY AT LAW  
2033 FLESHER AVENUE  
JACKSONVILLE, FL 32207

SUBJECT: MERCY FELLOWSHIP MINISTRIES INC  
Ref. Number: 710136

We have received your document and check(s) totaling \$70.00. However, the enclosed document has not been filed and is being returned to you for the following reason(s):

SECTIONS FIFTH AND SIXTH OF THE DOCUMENT MUST BE COMPLETED.

THE OFFICER/DIRECTORS TITLES MUST BE INCLUDED THROUGHOUT THE DOCUMENT.

Please return your document, along with a copy of this letter, within 60 days or your filing will be considered abandoned.

If you have any questions concerning the filing of your document, please call (850) 245-6050.

Susan Tallent  
Regulatory Specialist II

Letter Number: 118A00016651

## COVER LETTER

**TO:** Amendment Section  
Division of Corporations

**SUBJECT:** MERCY FELLOWSHIP MINISTRIES INC  
(Name of Surviving Corporation)

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

Please return all correspondence concerning this matter to following:

Mark B. MacLean

---

(Contact Person)

Mark B. MacLean, Attorney at Law

---

(Firm/Company)

2033 Flesher Avenue  
\_\_\_\_\_  
(Address)

Jacksonville, Florida 32207

---

(City/State and Zip Code)

For further information concerning this matter, please call:

Mark MacLean At ( 904 ) 399-2829  
(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**

(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)
MERCY FELLOWSHIP MINISTRIES INC	Florida	710136

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

<u>Name</u>	<u>Jurisdiction</u>	<u>Document Number</u> (If known/ applicable)
JUBILEE FELLOWSHIP, INC.	Florida	N12000011566

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**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 \_\_\_\_\_. The number of directors in office was \_\_\_\_\_. The vote for the plan was as follows: \_\_\_\_\_ FOR \_\_\_\_\_ 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 \_\_\_\_\_. 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 \_\_\_\_\_. 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  
or an officer.

Typed or Printed Name of Individual & Title

MERCY FELLOWSHIP

*Lydia Walton*

Lydia Walton

*PRESIDENT + CHAIRMAN*

MINISTRIES INC

JUBILEE FELLOWSHIP, INC.

*Steven J. Quinn*

Steve J. Quinn

*PRESIDENT + CHAIRMAN*

## 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

MERCY FELLOWSHIP MINISTRIES INC

Jurisdiction

Florida

The name and jurisdiction of each merging corporation:

Name

JUBILEE FELLOWSHIP, INC.

Jurisdiction

Florida

The terms and conditions of the merger are as follows:

See Exhibit "A" attached hereto.

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

See Exhibit "B" attached hereto

Other provisions relating to the merger are as follows:



Exhibit "A"

**Agreement and Plan of Merger**

Agreement and Plan of Merger

Pursuant to the Florida Nonprofit Corporation Act (the "Act") and Memorandum of Understanding("MOU"), this Agreement and Plan of Merger is made as of June 17, 2018, between and among the following Florida churches and nonprofit corporations:

Mercy Fellowship Ministries, Inc. ("Merging Church"), a Florida nonprofit corporation with its principal office at 711 ST. JOHNS BLUFF RD. NORTH, Jacksonville, Florida 32225, a Merging Church; and

Jubilee Fellowship, Inc. ("Merging Church"), a Florida nonprofit corporation with its principal office at 7024 Merrill Road, JACKSONVILLE, FL 32277, a Merging Church;

(together sometimes referred to as the "Merging Entities", "Merged Churches" or "Merging Churches"); and

Mercy Fellowship Ministries, Inc., as the Surviving Entity (the "Surviving Entity", the "Surviving Church"), a Florida nonprofit corporation with its principal office at 711 ST. JOHNS BLUFF RD. NORTH, Jacksonville, Florida 32225, Florida, the surviving or new consolidated entity.

Recitals

WHEREAS, the Merging and Surviving Entities are Florida nonprofit church corporations organized exclusively for the same or similar religious, educational and charitable purposes, as more fully set forth in the Memorandum of Understanding(MOU) and by reference incorporated herein; and

Furthermore,

To receive, hold, and disburse gifts, bequests, and funds arising from all sources for such purposes;

To acquire, own, maintain and dispose of real, personal, tangible and intangible property incidental, necessary, or proper to carry out said purposes; and

To do any and all things necessary or incident to the accomplishment of such purposes;

WHEREAS, in accordance with the Act and the governing rules and bylaws of each entity, the governing bodies and officers of the Merging Churches have duly-adopted this Agreement and Plan of Merger and, deeming it advisable and in the best interest of the Merging Churches and their members that the Merging Churches be merged with and into the Surviving Entity, have recommended its approval by their respective members in an appropriate vote as required by each of the entities' rules to confirm the desire and approval of each entity; and

WHEREAS, in accordance with the Act and the governing rules and bylaws of each entity, the governing bodies and the members of each Merging Church acting have duly approved this Agreement and Plan of Merger by the affirmative vote of the governing bodies and a requisite majority of members present at duly-constituted and duly-noticed meetings held for that purpose; and

WHEREAS, in accordance with the Act and the governing rules and bylaws of each entity, the governing body of the Surviving Entity has duly-adopted this Agreement and Plan of Merger;

NOW, THEREFORE, the Merging and Surviving Entities hereby agree that the Merging Churches shall be and are hereby merged into the Surviving Entity as of the Effective Date, subject to the following terms, conditions and agreements:

1. The Merger and the Purpose of the Merger.

Upon the terms and subject to the satisfaction of the conditions contained in this Agreement and Plan of Merger, at the effective date, the Merging Churches shall be merged with and into the Surviving Entity, which shall be the surviving or consolidated corporation. The merger shall be effected pursuant to the provisions of the Florida Nonprofit Corporation Act, as amended ("the Act"), applicable Florida law, and the bylaws of the Surviving Entity. Upon the consummation of the merger, the separate existence of the Merging Churches shall cease, the corporate existence of the Surviving Entity with all of its purposes, powers and objectives shall continue unaffected and unimpaired pursuant to its governing instruments, and the Merging Church(es) and the Surviving Entity shall be a single corporation.

2. Name, Location, Duration, Effective Date, Articles.

2.1 The name of the Surviving Entity shall be Mercy Fellowship Ministries, Inc. Its principal office shall be located at 711 ST. JOHNS BLUFF RD. NORTH, Jacksonville, Florida 32225, or such other location as may be properly designated from time to time.

2.1 The duration of the Surviving Entity shall be perpetual.

2.3 Once the conditions to the merger set forth in this Agreement and Plan of Merger are satisfied, the Surviving Entity and the Merging Churches shall cause a Certificate of Merger conforming to Florida law to be filed with the Florida Department of State in the manner provided by Florida law.

2.4 The merger shall become effective on or before June 30, 2018, and otherwise in accordance with Florida law .

3. Members.

The members of the Merging Churches shall be members of the Surviving Entity, and the Surviving Entity shall add such members to its membership records. All such members shall have only such voting and other rights as existed immediately prior to their approval of this Agreement and Plan of Merger, and as may hereafter be amended or changed by the Bylaws of the Surviving Entity. Members shall be admitted or removed from the Surviving Entity pursuant to the Bylaws of the Surviving Entity, and only members present at any meeting shall be considered "entitled to vote" there at.

#### 4. Articles and Bylaws.

The Articles of Incorporation of the Surviving Entity as they shall be at the time of the merger shall be amended as may be necessary or required pursuant to this Agreement and the and Plan of Merger, and Section IV. D. of the MOU.

The Merging Church Bylaws ("the Jubilee Bylaws") shall constitute the Bylaws of the Surviving Entity, and as they may be amended or revised hereafter.

The Surviving Entity shall not be affiliated with or subject to any established religious denomination, except as may be approved in the future by the governing body and members of the Surviving Entity in accordance with the Bylaws( "the Jubilee Bylaws").

#### 5. Purposes, Powers and Mission Statement.

The Surviving Entity shall be operated exclusively for religious, educational and charitable purposes, as set forth in the recitals hereto, and as more fully set forth in the MOU and the Bylaws( "the Jubilee Bylaws"). The Surviving Entity may engage in any lawful act or activity and shall enjoy all of the powers, duties and privileges set forth in or authorized by Florida law and the Articles of Incorporation and Bylaws of the Surviving Entity.

#### 6. Trustees, Church Council and Committees.

Upon approval of the merger, the initial clergy, governing body, officers, and other administrative groups of the Surviving Entity shall be:

A. Formed and constituted by the Surviving Entity in accordance with the Bylaws( "the Jubilee Bylaws"), and as further described in the MOU.

#### 7. Property.

7.1 Between the time the merger is approved and the effective date, no party will dispose of any cash, stock, bonds, real estate, or other liquid assets, except in the ordinary course of paying business obligations. Each entity has already merged all of their assets with the exception of the bank account assets, which shall become the property of the Surviving Entity upon merger. All assets of the merging entities that are now currently merged together are hereby deemed to be assets of the Surviving Entity.

7.2 On the Effective Date, in accordance with applicable Florida law, the separate existence of the Merging Churches shall cease. All the property, rights, privileges, licenses, powers, obligations due, causes of action, and other assets of every kind and description of the Merging Churches shall be transferred to, and vested in the Surviving Entity without further act or deed and all property, rights,

and every other interest of the Surviving Entity and the Merging Churches shall be the property of the Surviving Entity as effectively as if they were the original property of the Surviving Entity. All archives and records of the Merging Churches shall become the responsibility of the Surviving Entity. Title to any property vested in any of the Merging Churches shall not revert or be in any way impaired by reason of the merger.

7.3 The Merging Churches agree from time to time, as and when requested by the Surviving Entity or by its successors or assigns, to execute and deliver or cause to be executed and delivered all such deeds and instruments and to take or cause to be taken such further or other action as the Surviving Entity may deem necessary or desirable in order to vest in and confirm to the Surviving Entity title to and possession of any property of the Merging Churches acquired or to be acquired by reason of or as a result of the merger herein provided for and otherwise to carry out the intent and purposes hereof, and the proper officers of the Merging Churches and the proper officers of the Surviving Entity are fully authorized in the name of the Merging Churches or otherwise to take any and all such action.

7.4 As of the Effective Date, in accordance with applicable Florida law, the Surviving Entity shall be responsible and liable for all the liabilities and obligations of the Merging Churches, and any claim existing or action or proceeding pending by or against the Merging Churches may be prosecuted against the Surviving Entity. Neither the rights of creditors nor any liens on the property of the Merging Churches shall be impaired by the merger, and all debts, liabilities, and duties of the Merging Churches shall attach to the Surviving Entity, and may be enforced against it to the same extent as if the debts, liabilities, and duties had been incurred or contracted by it.

7.5 Excepting there from all general funds(those funds not specifically designated for a specific purpose or specific ministry), all designated funds, endowments and memorial funds(or such sub-accounts thereby designated, but held in a single bank account along with general funds) held by the Merging Churches shall continue to be held and disbursed by the Surviving Entity in accordance with the terms and conditions of each such fund or endowment and consistent with the practice of the Merging Churches, and following the merger, such funds and endowments shall continue to be administered by the same committee or members group responsible for administration prior to the merger until December 31, 2018. During January 2019, and following the merger, each committee or member group shall report on the status of each fund or endowment, and make recommendations for consolidation of funds and endowments as may be advisable, and at such time, the Surviving Entity may re-organize the controlling committees or members group.

7.6 The parties respectively, shall take all such action as may be reasonably necessary or appropriate in order to effectuate the transactions contemplated by this Agreement and Plan of Merger. If after the Effective Date any further action is necessary or desirable to carry out the purposes of this Agreement and Plan of Merger, the officers and directors and the governing body of the Surviving Entity have the authority to take that action.

7.7 The Merging Churches acknowledge that one or more of the existing churches tangible personal property may be sold or otherwise disposed of following the Effective Date of the merger by the Surviving Entity.

7.8 Projected Budget of the Surviving Entity. As of the Effective Date, the Surviving Entity shall record the initial values and amounts of all assets and liabilities reflected on the books and records of the Merging Churches and may make such adjustments as deemed necessary in order to place such

assets and liabilities on a uniform basis. After merger, there shall be a projected budget produced and made for the Merged Entity for the fiscal year 2019, using the budget template as was previously utilized by Jubilee Fellowship prior to the merger.

7.9 No officer, clergy, or member of the governing body of the Surviving Entity shall be personally liable for monetary damages for breach of fiduciary duty as a Trustee except that the foregoing shall not eliminate or limit the liability of a Trustee to the Surviving Entity for monetary damages for any of the following matters:

- A. Any breach of a Trustee's duty of loyalty to the Surviving Entity;
- B. Any acts or omissions not in good faith or which involved intentional misconduct or a knowing violation of law;
- C. Acts specified in applicable statutes; or
- D. Any transaction from which the Trustee derived improper personal benefit.

This provision shall not, however, eliminate or limit the liability of a officer, clergy, or member of the governing body of the Surviving Entity for monetary damages for any act or omission occurring prior to the date when the provision becomes effective.

## 8. Representations and Warranties of the Parties

Each Entity/party hereto represents and warrants to all the other parties/entities hereto, that as of the Effective Date:

8.1 Organization; Power; and Qualification. The Entity is duly organized and validly existing under the laws of the State of Florida and has all requisite power and authority and all governmental licenses, authorizations, consents and approvals necessary to own, lease and operate its properties and to carry on its business as it is now being conducted. The Entity is qualified to do business and is in good standing in each jurisdiction in which the character and location of the assets or the nature of its business make such qualifications necessary.

8.2 Authority; Power. The execution and delivery of this Agreement and Plan of Merger by the Entity have been authorized by all necessary corporate action on the part of the Entity. The Entity has the requisite corporate power and authority to execute and deliver this Agreement and Plan of Merger, and to take any and all other actions required to be taken, directly or indirectly, by it pursuant to the provisions of this Agreement and Plan of Merger. This Agreement and Plan of Merger constitutes the legal, valid and binding obligation of the Entity enforceable against the Entity in accordance with its terms.

8.3 No Conflicts. The execution and delivery of this Agreement and Plan of Merger, and the fulfillment and compliance with the terms and conditions hereof will not, with or without the giving of notice or the lapse of time, or both, (a) conflict with or violate any provision of the Articles of Incorporation or Bylaws of the Entity, (b) violate, result in a breach of, constitute a default under, or give rise to any right of termination, cancellation, or acceleration under any of the terms, conditions or provisions of any note, lien, bond, mortgage, indenture, license, lease, contract, commitment, agreement, restriction, or other instrument or obligation to which the Entity is a party or by which the Entity's properties or assets or its business may be bound, (c) violate any law, rule or regulation of any government or governmental agency or body, or any judgment, order, writ, injunction, or decree of any

court, administrative agency, or governmental agency or body applicable to the Surviving Entity or any of its properties, assets, or outstanding shares or other securities, or (d) result in the creation of any lien upon any of the assets or properties of the Entity, or cause the maturity of any liability, obligation, or debt of the Entity to be accelerated or increased.

8.4 Consents and Approvals. The execution, delivery, and performance of this Agreement and Plan of Merger by the Entity and the consummation by the Entity of the transactions contemplated hereby will not require any notice to, or consent, authorization, or approval from any court or governmental authority or any other third party that has not been given or obtained.

8.5 Compliance with Laws; No Default or Litigation.

A. The Entity is not in default or violation (nor is there any event which, with notice or lapse of time or both, would constitute a default or violation) in any respect (i) under any contract, agreement, lease, consent order, or other commitment to which it is a party or to which its business or its assets are subject or bound, or (ii) under any law, rule, regulation, writ, injunction, order or decree of any federal, state or local court or any federal, state, local or other governmental department, commission, board, bureau, agency or instrumentality, domestic or foreign.

B. Except as previously disclosed to the other parties hereto, there are no actions, suits, claims, investigations, or legal arbitration or administrative proceedings in progress, pending, or, to the best of the knowledge of the Entity, threatened by or against the Entity (or any of its assets or properties) whether at law or in equity, whether civil or criminal in nature, or whether before or by a federal, state, local or other governmental body or any commission, board, bureau, agency, or instrumentality, domestic or foreign.

C. The Entity has not been charged with or received any notice of any violation of any rule, regulation, ordinance, law, order, decree, or requirement relating to the Entity, its respective properties or assets, or the transactions contemplated by this Agreement and Plan of Merger.

D. No action, suit, or proceeding has been instituted or, to the best of the knowledge of the Entity, threatened to restrain, prohibit, or otherwise challenge the legality or validity of the transactions contemplated by this Agreement and Plan of Merger.

8.6 Title to Property. The Entity has good, valid and marketable title to all of its properties, interests in properties and assets (other than those held by lease), real or personal, tangible or intangible, free and clear of all liens, except for liens of public record and easements of record.

8.7 Survival. All representations and warranties contained in this Agreement and Plan of Merger shall survive the execution, delivery, and performance hereof, and the Effective Date.

9. Miscellaneous.

9.1 Counterparts; Signatures. This Agreement and Plan of Merger may be executed simultaneously in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. The parties agree to accept facsimile copies of signatures to this Agreement and Plan of Merger as originals.

9.2 Notices. All notices, requests, demands and other communications hereunder shall be in writing and shall be deemed to have been duly given and received (a) upon delivery, if personally delivered; (b) on the fifth day after being deposited with the U.S. Postal Service, if sent by certified or registered mail, return receipt requested; (c) on the next day after being deposited with a reliable overnight delivery service; or (d) upon receipt of an answer back, if transmitted by facsimile, postage prepaid in all cases other than facsimile, addressed to the other party at their respective registered office in the State of Florida, or facsimile numbers in the case of a facsimile.

9.3 Entire Agreement. This Agreement and Plan of Merger and the agreements expressly contemplated herein, including the Exhibits and Schedules referred to herein which form a part of this Agreement and Plan of Merger, contain the entire understanding of the parties with respect to the transactions provided for in this Agreement and Plan of Merger and supersedes all prior agreements and understandings, written or oral, between the parties with respect to the transactions contemplated by this Agreement and Plan of Merger.

9.4 Waiver of Compliance; Modifications. Any of the parties for whose benefit a warranty, representation, covenant or condition is intended may in writing waive any inaccuracies in the warranties and representations contained in this Agreement and Plan of Merger or waive compliance with any of the covenants or conditions contained herein and so waive performance of any of the obligations of any of the other parties hereto, and any defaults hereunder; provided, however, that such waiver shall not affect or impair the waiving party's rights with respect to any other warranty, representation or covenant or any default hereunder. No supplement, modification or amendment of this Agreement and Plan of Merger shall be binding unless it is in writing and executed by all of the parties hereto.

9.5 Validity of Provisions. Should any part of this Agreement and Plan of Merger be declared by any court of competent jurisdiction to be invalid, such decision shall not affect the validity of the remaining portions of this Agreement and Plan of Merger, which shall continue in full force and effect as if this Agreement and Plan of Merger had been executed with the invalid portion thereof eliminated therefrom, it being the intent of the parties that they would have executed the remaining portions of this Agreement and Plan of Merger without including any such part or portion which may be declared invalid.

9.6 No Intention to Benefit Third Parties. The provisions of this Agreement and Plan of Merger are not intended to, and shall not, benefit any person other than the parties to this Agreement and Plan of Merger, the provisions hereof are not intended to, and shall not create any third party beneficiary right in any person.

9.7 Assignment. Except as set forth below, neither this Agreement and Plan of Merger nor any right, interest or obligation hereunder may be assignable or transferable by any of the parties, without the prior written consent of the other parties and any purported assignment without such consent shall be void and without effect.

9.8 Parties in Interest. This Agreement and Plan of Merger shall inure to the sole benefit of and be binding upon the Parties hereto and their respective successors and permitted assigns. Nothing in

this Agreement and Plan of Merger, express or implied, shall give or be construed to give to any person or entity, other than the parties hereto and their respective successors and permitted assigns, any legal or equitable right hereunder.

9.9 Governing Law. This Agreement and Plan of Merger shall be governed under the laws of the state of Florida.

In Witness Whereof, this Agreement and Plan of Merger has been signed by the Officers/Directors of the Surviving Church and the Officers/Directors of the of the Merging Church(es), and witnessed by the Secretary of each entity, respectively, as of the date first above written.

Mercy Fellowship Ministries, Inc.

By: Sydis Walton  
Title PRESIDENT / CHAIRMAN

Deborah Glem  
Secretary

Mercy Fellowship Ministries, Inc.

By: [Signature]  
Title VP

Deborah Glem  
Secretary

Mercy Fellowship Ministries, Inc.

By: Deborah Glem  
Title Sec

Deborah Glem  
Secretary

Mercy Fellowship Ministries, Inc.

By: Malcolm Jones  
Title Category Rep

Deborah Glem  
Secretary

Jubilee Fellowship, Inc.

By: John J. Glem  
Title PRESIDENT

Linda Rehberg  
Secretary

Jubilee Fellowship, Inc.

By: Richard Hargis  
Title VP

Linda Rehberg  
Secretary

Jubilee Fellowship, Inc.

By: [Signature]  
Title Treasurer

Linda Rehberg  
Secretary

Jubilee Fellowship, Inc.

By: Linda Rehberg  
Title Secretary

Linda Rehberg  
Secretary

Jubilee Fellowship, Inc.

By: \_\_\_\_\_  
Title \_\_\_\_\_

\_\_\_\_\_  
Secretary



**Exhibit "B"**

**The current ARTICLE IX, "BY-LAWS", shall be replaced in its entirety by the following language:**

**ARTICLE IX – BYLAWS**

The Board of Directors shall provide such by-laws for the conduct of its business and the business of the Church as the Board of Directors may deem necessary from time to time.