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Merger

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SECRETARY OF STATE
TALLAHASSEE, FLORIDA

DR
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CAPITAL CONNECTION, INC.

417 E. Virginia Street, Suite 1 • Tallahassee, Florida 32301
(850) 224-8870 • 1-800-342-8062 • Fax (850) 222-1222

The First Baptist Church of Panama City

Beach Inc.

With

The WoodStock Church At Panama City Beach

Inc.

Signature _____

Requested by: SETH

05/23/13

Name _____

Date _____

Time _____

Walk-In _____

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- _____ Art of Inc. File _____
- _____ LTD Partnership File _____
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- _____ Fictitious Search _____
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ARTICLES OF MERGER

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2013 MAY 23 PM 4: 32

OF
THE FIRST BAPTIST CHURCH OF PANAMA CITY BEACH, INC. OF STATE
A FLORIDA NOT FOR PROFIT CORPORATION
TALLAHASSEE, FLORIDA

AND

THE WOODSTOCK CHURCH AT PANAMA CITY BEACH, INC.
A FLORIDA NOT FOR PROFIT CORPORATION

Pursuant to the provisions of the Florida Not For Profit Corporation Act, 617.1105, Florida Statutes, The First Baptist Church of Panama City Beach, Inc. and The Woodstock Church at Panama City Beach, Inc. have adopted the following articles of merger for the purpose of merging them into The Woodstock Church at Panama City Beach, Inc.

I.

The name and jurisdiction of the surviving corporation shall be:

THE WOODSTOCK CHURCH AT PANAMA CITY BEACH, INC
a Florida Not For Profit Corporation
Bay County, Florida

II.

The name and jurisdiction of each merging corporation:

THE FIRST BAPTIST CHURCH OF PANAMA CITY BEACH, INC.
a Florida Not For Profit Corporation
Bay County, Florida

THE WOODSTOCK CHURCH AT PANAMA CITY BEACH, INC
a Florida Not For Profit Corporation
Bay County, Florida

III.

The plan of merger is attached hereto as Exhibit A.

IV.

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

V.

ADOPTION OF MERGER BY SURVIVING CORPORATION

The plan of merger was adopted by **THE WOODSTOCK CHURCH AT PANAMA CITY BEACH, INC.**, at a meeting of the board of directors held on May 2, 2013, and received the vote of a majority of the directors in office, there being no members having voting rights in respect of the plan.

VI.

ADOPTION OF MERGER BY MERGING CORPORATION

The plan of merger was adopted by **THE FIRST BAPTIST CHURCH OF PANAMA CITY BEACH, INC.** at a meeting of its members held on May 19, 2013, noticed in accordance with the bylaws, at which a quorum was present, and the plan of merger receiving unanimous approval by all votes by members present and entitled to cast a vote in respect of the plan.

IN WITNESS WHEREOF, the undersigned have executed these Articles of Merger on this the 22nd day of May, 2013.

ATTEST:

THE FIRST BAPTIST CHURCH OF
PANAMA CITY BEACH, INC.

Church Secretary
Title: Director

Betty Dover
By: Betty Dover

ATTEST:

THE WOODSTOCK CHURCH
AT PANAMA CITY BEACH, INC.

Secretary / Director
Title:

James N. Law
By: James N. Law

AGREEMENT AND PLAN OF MERGER

BETWEEN

THE FIRST BAPTIST CHURCH OF PANAMA CITY BEACH, INC.

AND

THE WOODSTOCK CHURCH AT PANAMA CITY BEACH, INC.

THIS AGREEMENT AND PLAN OF MERGER is entered into this 12th day of May, 2013, (hereinafter referred to as the "Agreement") by and between The First Baptist Church of Panama City Beach, Inc., a Florida Not For Profit Corporation (hereinafter sometimes referred to as "First Baptist Church Panama City Beach") and The Woodstock Church at Panama City Beach, Inc., a Florida Not For Profit Corporation (hereinafter sometimes referred to as "Woodstock Church at Panama City Beach") and is submitted in compliance with section 617.1101, Florida Statutes:

WITNESSETH:

WHEREAS, First Baptist Church Panama City Beach is a not for profit corporation duly organized and validly existing under the laws of the State of Florida; and

WHEREAS, Woodstock Church at Panama City Beach is a not for profit corporation duly organized and validly existing under the laws of the State of Florida; and

WHEREAS, the Boards of Directors of each said not for profit corporations deem it advisable and for the benefit of each of said not for profit corporations and their respective members that First Baptist Church Panama City Beach merge itself into Woodstock Church at Panama City Beach.

NOW, THEREFORE, in consideration of the premises, the mutual agreements, provisions and covenants herein contained and other good and valuable consideration, it is hereby agreed by and between the parties hereto subject to the approval and adoption of this Agreement by the respective Boards of Directors and/or members of each of the individual not for profit corporations, and subject to the conditions hereinafter set forth, that First Baptist Church Panama City Beach be merged into Woodstock Church at Panama City Beach (hereinafter sometimes referred to as the "Surviving Corporation"). The terms and conditions of the merger hereby agreed upon and the mode of carrying the same into effect are and shall be as follows:

1.

The acts and things required to be done by the Florida Not For Profit Corporation Act (the "Act") in order to make this Agreement effective, including the submission of this Agreement to the members of First Baptist Church Panama City Beach and Woodstock Church at Panama City Beach, respectively, and the filing of the Articles of Merger in the manner provided for in the Act, shall be attended to and done by the proper officers of the Surviving Corporation as soon as practicable.

2.

The Articles of Incorporation of Woodstock Church at Panama City Beach shall, on the effective date of the merger, be the Articles of Incorporation of the Surviving Corporation. In addition to the powers conferred on it by statute, the Surviving Corporation shall have the powers set forth in the Articles of Incorporation and shall be governed by the provisions thereof.

3.

Until altered, amended, or repealed as therein provided, the bylaws of Woodstock Church at Panama City Beach as in effect on the effective date of the merger shall be the bylaws of the Surviving Corporation.

4.

Upon the merger contemplated herein becoming effective, the directors of the Surviving Corporation shall be as follows:

Name of Director:	Address:
Dr. Johnny M. Hunt	11905 Highway 92 Woodstock, GA 30188
Jim Law	11905 Highway 92 Woodstock, GA 30188
Tony Williams	11905 Highway 92 Woodstock, GA 30188
Josh Dorminy	11905 Highway 92 Woodstock, GA 30188
Marty Benton	11905 Highway 92 Woodstock, GA 30188

These persons shall hold office until their respective successors are elected in accordance with the bylaws of the Surviving Corporation. If on the effective date of the merger any vacancy shall exist on the Board of Directors of the Surviving Corporation, the vacancy shall be filled in the manner specified in the bylaws of the Surviving Corporation.

5.

Both First Baptist Church Panama City Beach and Woodstock Church at Panama City Beach are organized pursuant to the provisions of the Florida Not For Profit

Corporation Act and neither has capital stock nor stockholders. The Surviving Corporation shall also be a not for profit corporation and have neither capital stock nor stockholders.

6.

All members of First Baptist Church Panama City Beach, considered to be in good standing, and all members of Woodstock Church at Panama City Beach, considered to be in good standing, shall be members of the Surviving Corporation. All issues of membership of the Surviving Corporation shall be governed in accordance with the bylaws of the Surviving Corporation.

7.

Upon the effective date of the merger, every other party to the merger shall merge into the Surviving Corporation and the separate existence of every corporation except the Surviving Corporation ceases, and in accordance with the terms of this Agreement, the title to all real estate and other property owned by, and every contract right possessed by, each party to the merger is vested in the Surviving Corporation without reversion or impairment, without further act or deed, and without any conveyance, transfer, or assignment having occurred; the Surviving Corporation has all liabilities of each party to the merger; any proceeding pending against any party to the merger may be continued as if the merger did not occur or the Surviving Corporation may be substituted in the proceeding for the corporation whose existence ceased.

8.

The plan of merger shall be submitted for the approval of the members of the parties in the manner provided by the applicable laws of the State of Florida at meetings to be held on May 19, 2013 or at such other time as to which the boards of directors of the parties may agree.

9.

The effective date of this merger shall be the date when the articles of merger are filed by the Florida Secretary of State.

10.

Any bequest, devise, gift, grant, or promise contained in a will or other instrument of donation, subscription, or conveyance, that is made to a party to this Agreement and that takes effect or remains payable after the merger, inures to the Surviving Corporation unless the will or other instrument otherwise specifically provides.

11.

If at any time the Surviving Corporation shall consider or be advised that any further assignments or assurances in law or any things are necessary or desirable to vest in said corporation, according to the terms hereof, the title to any property or rights of First Baptist Church Panama City Beach, the proper officers and directors First Baptist Church Panama City Beach shall and will execute and make all such proper assignments and assurances and do all things necessary or proper to vest title in such property or rights in the Surviving Corporation and otherwise to carry out the purposes of this Agreement.

12.

First Baptist Church Panama City Beach represents and warrants to Woodstock Church at Panama City Beach as follows:

First Baptist Church Panama City Beach has delivered to Woodstock Church at Panama City Beach copies of its organizational documents, as currently in effect.

First Baptist Church Panama City Beach is a not for profit corporation duly organized, validly existing, and in good standing under the laws of Florida, with full corporate power and authority to conduct its business as it is now being conducted, to own or use the properties and assets that it purports to own or use, and to perform all its obligations under its Contracts.

Neither the execution of this Agreement nor the performance of any of First Baptist Church Panama City Beach's obligations hereunder, to the best of First Baptist Church Panama City Beach's knowledge, will violate any statute, law, judgment, decree, order, regulation or rule of any court or governmental authority to which First Baptist Church Panama City Beach is subject.

First Baptist Church Panama City Beach has the corporate right, power, legal capacity and authority to enter into and perform its obligations under this Agreement and all agreements to which it is or will be a party that are required to be executed pursuant to this Agreement.

First Baptist Church Panama City Beach, to the best of its knowledge, states that there is no action, proceeding or investigation pending, threatened against or involving First Baptist Church Panama City Beach or any of the assets which are the subject of this Agreement.

The execution, delivery and performance of this Agreement have been duly and validly approved by First Baptist Church Panama City Beach Board of Directors and/or members, as required by applicable law.

13.

Woodstock Church at Panama City Beach represents and warrants to First Baptist Church Panama City Beach as follows:

Woodstock Church at Panama City Beach has delivered to First Baptist Church Panama City Beach copies of its organizational documents, as currently in effect.

Woodstock Church at Panama City Beach is a not for profit corporation duly organized, validly existing, and in good standing under the laws of Florida, with full corporate power and authority to conduct its business as it is now being conducted, to own or use the properties and assets that it purports to own or use, and to perform all its obligations under its Contracts.

Neither the execution of this Agreement nor the performance of any of Woodstock Church at Panama City Beach's obligations hereunder, to the best of Woodstock Church at Panama City Beach's knowledge, will violate any statute, law, judgment, decree, order, regulation or rule of any court or governmental authority to which Woodstock Church at Panama City Beach is subject.

Woodstock Church at Panama City Beach has the corporate right, power, legal capacity and authority to enter into and perform its obligations under this Agreement and all agreements to which it is or will be a party that are required to be executed pursuant to this Agreement.

Woodstock Church at Panama City Beach, to the best of its knowledge, states that there is no action, proceeding or investigation pending, threatened against or involving First Baptist Church Panama City Beach or any of the assets which are the subject of this Agreement.

The execution, delivery and performance of this Agreement have been duly and validly approved by Woodstock Church at Panama City Beach's Board of Directors, as required by applicable law.

14.

From the date of this Agreement until the effective date of the merger or until the abandonment of the merger pursuant to the provisions hereof, First Baptist Church Panama City Beach and Woodstock Church at Panama City Beach shall continue to conduct their respective activities in the ordinary course, and neither First Baptist Church Panama City Beach nor Woodstock Church at Panama City Beach shall, without the prior written consent of the other, engage in any transaction or incur any obligation except in the ordinary course of business or as otherwise authorized by this Agreement.

15.

Anything herein to the contrary notwithstanding, this Agreement may be terminated and abandoned at any time prior to the filing of the Articles of Merger:

By mutual consent of the Board of Directors of both parties, expressed in an instrument in writing signed on behalf of each by its authorized signors.

By the Board of Directors of either party if the other shall, without its consent, engage in or become obligated to engage in, any material transaction outside the ordinary course of its business.

In the event of termination or abandonment as herein provided, the party so electing shall give notice thereof to the other party to this Agreement.

16.

If the merger contemplated hereby becomes effective, all expenses incurred hereunder shall be borne by the Surviving Corporation. If, for any reason other than breach of the covenants of the parties set forth herein, the merger shall not become effective or shall be abandoned, then each of the parties shall bear its own expenses, separately incurred in connection herewith, with no liability to the other party hereto, and each shall pay one-half of the expenses incurred by them jointly.

17.

All notices, waivers, consents, or requests required or permitted hereunder shall be in writing and shall be deemed to have been duly given on the date of delivery or when deposited in the United States mail, postage prepaid, in an envelope properly addressed as follows:

In the case of First Baptist Church Panama City Beach, to:

Ms. Betty Dover
204 South Cobb Rd.
Panama City Beach, FL 32413

In the case of Woodstock Church at Panama City Beach, to:

Dan Dornier
11905 Highway 92
Woodstock, GA 30188

18.

The representations, warranties, covenants, and agreements of each of the parties contained in this Agreement shall survive the effective date of the merger.

19.

At any time before or after approval and adoption by the respective Board of Directors and/or members of the parties, this Agreement may be modified in matter of form or supplemented by additional agreements, paragraphs or sections, as may be mutually determined by the Board of Directors of the parties to be necessary, desirable, or expedient to clarify the intention of the parties hereto or to effect or facilitate the filing, recording, or official approval of this Agreement and the consummation of the merger herein contemplated.

IN WITNESS WHEREOF, First Baptist Church Panama City Beach and Woodstock Church at Panama City Beach have each caused this Agreement and Plan of Merger to be executed on their respective behalves and their respective corporate seals affixed and the foregoing attested, all by the respective duly authorized officers on the 12th day of May, 2013.

ATTEST:

THE FIRST BAPTIST CHURCH OF
PANAMA CITY BEACH, INC.

Director
Title: Church Secretary By: Reth Dove

ATTEST:

THE WOODSTOCK CHURCH
AT PANAMA CITY BEACH, INC.

Secretary/Director
Title: James A. Paul By: James A. Paul