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**MERGER OR SHARE EXCHANGE  
BAY CITIES FELLOWSHIP, INC.**

Certificate of Status	1
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**COVER LETTER**

**TO:** Amendment Section  
Division of Corporations

**SUBJECT:** BAY CITIES FELLOWSHIP, 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:

Rev. John P. Joseph, Esq.

(Contact Person)

Church Legal Center

(Firm/Company)

1683 N. Hancock Rd. Suite 103-315

(Address)

Minneola, Florida 34715

(City/State and Zip Code)

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For further information concerning this matter, please call:

Rev. John P. Joseph, Esq.

(Name of Contact Person)

At ( 727 ) 410-7215

(Area Code & Daytime Telephone Number)

☒ Certified copy (optional) \$8.75 (Please send an additional copy of your document if a certified copy is requested)

**Mailing Address:**

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

**Street Address:**

Amendment Section  
Division of Corporations  
The Centre of Tallahassee  
2415 N. Monroe Street, Suite 810  
Tallahassee, FL 32303

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## ARTICLES OF MERGER

**OZONA COMMUNITY CHURCH, INC.,**  
a Florida not for profit corporation

with and into

**BAY CITIES FELLOWSHIP, INC.,**  
a Florida not for profit corporation

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Pursuant to Florida Statutes  
Section 617.1105

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The following articles of merger are submitted in accordance with the Florida Not For Profit Corporation Act, pursuant to section 617.1105, Florida Statutes.

The name, jurisdiction, and Florida document number of each of the constituent entities of the merger is as follows:

### ARTICLE I

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

Name	Jurisdiction	Document Number
BAY CITIES FELLOWSHIP, INC., A Florida not for profit corporation	Florida	N17000003483

### ARTICLE II

The name and jurisdiction of the **merging** corporation:

Name	Jurisdiction	Document Number
OZONA COMMUNITY CHURCH, INC A Florida not for profit corporation	Florida	704189

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### ARTICLE III

#### Plan of Merger

The Agreement and Plan of Merger between the constituent entities is attached hereto as Exhibit A.

### ARTICLE IV

#### Effective Date

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

### ARTICLE V

#### ADOPTION OF MERGER BY SURVIVING CORPORATION

Pursuant to Section 617.1103(1)(b) of the Florida Statutes, the Board of Directors/Elders/Trustees of BAY CITIES FELLOWSHIP, INC., unanimously adopted the plan of merger by written consent dated September 8, 2024. There are no members of BAY CITIES FELLOWSHIP, INC., entitled to vote on the plan of merger.

### ARTICLE VI

#### ADOPTION OF MERGER BY MERGING CORPORATION

The plan of merger was adopted by the members of the merging corporation on September 8, 2024.

The number of votes cast for the merger was sufficient for approval and the vote for the plan was as follows:

16 FOR 0 AGAINST

[Signatures on Next Page]

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The undersigned authorized representatives of the constituent entities have caused these Articles of Merger to be executed this 5 day of September 2024.

BAY CITIES FELLOWSHIP, INC.,  
a Florida not for profit corporation

By: [Signature]

Print Name: Kenneth C. Morgan II  
Title: President

By: [Signature]

Print Name: Ryan Ward  
Title: Secretary

OZONA COMMUNITY CHURCH, INC.  
a Florida not for profit corporation

By: [Signature]

Print Name: Bibbi Brenz  
Title: President

By: [Signature]

Print Name: Jerry Edmonds  
Title: President

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Exhibit A

Agreement and Plan of Merger

[Attached.]

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AGREEMENT AND PLAN OF MERGER  
OF

OZONA COMMUNITY CHURCH, INC.,  
a Florida not for profit corporation

with and into

BAY CITIES FELLOWSHIP, INC.,  
a Florida not for profit corporation

After much prayer with our Lord Jesus Christ through His Holy Spirit the following Agreement (this "Agreement") is entered into on this September 8, 2024, by and between OZONA COMMUNITY CHURCH, INC., (F/K/A/ OZONA BAPTIST CHURCH OF PALM HARBOR, INC., and then F/K/A/ FIRST BAPTIST CHURCH OZONA PALM HARBOR, INC.,) a Florida not for profit corporation (the "Merging Corporation"), and BAY CITIES FELLOWSHIP, INC., a Florida not for profit corporation (the "Surviving Corporation"). The Merging Corporation and the Surviving Corporation are sometimes collectively referred to herein as the "Constituent Corporations."

It is the firm belief of both constituent corporations that it is the will of our Lord Jesus Christ to enter into this Agreement and Plan of Merger.

The Merging Corporation and the Surviving Corporation desire to effect a merger (the "Merger") of the Merging Corporation with and into the Surviving Corporation as provided in this Agreement. The Board of Directors, Elders and Trustees of the Constituent Corporations after much prayer have approved the Merger in accordance with Section 617.1103(1) of the Florida Not for Profit Corporation Act (the "Act"). Members of the Merging Corporation are entitled to vote on the Plan of Merger. The Board of Directors of the Surviving Corporation are entitled to vote on the Plan of Merger. This Agreement sets forth a Plan of Merger pursuant to the provisions of the Act.

The Constituent Corporations are organized for the purpose of owning and operating churches for the Glory of Our Lord in our respective communities with missions to share and teach the Christian faith and to spread the Gospel of Jesus Christ as revealed through the Holy Scriptures of communication, whether visual, verbal or written. Both entities firmly believe it is the Will of our Heavenly Father, our Lord Jesus Christ, and the Holy Spirit to merge.

**NOW, THEREFORE**, in consideration of the premises and of the mutual covenants, agreements, and conditions set forth herein, the parties hereto do hereby agree as follows:

**SECTION I. TERMS AND CONDITIONS OF MERGER AND MODE OF CARRYING MERGER INTO EFFECT.**

(a) At the Effective Time (as defined in Section 4 of this Agreement) of the Merger, the Merging Corporation shall merge into the Surviving Corporation.

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(b) Pursuant to the Merger, the articles of incorporation, including Amendments, of the Surviving Corporation (the "Articles") shall be the articles of incorporation of the Surviving Corporation until otherwise amended or repealed in accordance with applicable law.

(c) Pursuant to the Merger, the bylaws, including amendments, of the Surviving Corporation (the "Bylaws") shall be the bylaws of the Surviving Corporation until otherwise amended or repealed in accordance with applicable law.

(d) From and after the Effective Time, the directors, trustees, elders, and officers of the Surviving Corporation as of the Merger shall remain, directors, trustees, elders, and officers until their respective successors are duly elected or appointed and qualified in the manner provided in the Articles and Bylaws of the Surviving Corporation, or as otherwise provided by law.

(e) The established church offices, facilities, and parsonages of the Merging Corporation immediately prior to the Effective Time, including the real property described in Exhibit A attached hereto (the "*Ozona's Church Real Property*"), shall continue as offices and facilities of the Surviving Corporation after the Effective Time. At and after the Effective Time, the separate corporate existence of the Merging Corporation shall cease.

(f) All assets and property (including, without limitation, the Ozona's Church Property, real, personal, and mixed, tangible, and intangible, rights to gifts and bequests, choses in action, rights, and credits) then owned by each of the Constituent Corporations, or which would inure to the benefit of either of such Constituent Corporations, shall immediately, by operation of law and without any conveyance, transfer or further action, become the assets and property of the Surviving Corporation. The Surviving Corporation shall be deemed to be a continuation of each of the Constituent Corporations and shall succeed to the rights and obligations of each respective Constituent Corporation, and to the duties and liabilities connected therewith.

(g) All rights of creditors and all liens upon the property of either of the Constituent Corporations shall be preserved unimpaired by the Merger, and all debts, liabilities, obligations, and duties of either of the Constituent Corporations shall, at the Effective Time, become the responsibility and liability of the Surviving Corporation, and may be enforced against it to the same extent as if said debts, liabilities, obligations, and duties had been incurred or contracted by it. The material operating liabilities, debts, obligations, or expenses of the Merging Corporation as of the Effective Time are described in Exhibit B attached hereto.

All corporate acts, policies, arrangements, approvals, and authorizations of the Merging Corporation, its members, board of directors, trustees, officers, elders, and agents, which were valid and effective immediately prior to the Effective Time, shall be taken for all purposes as the acts, policies, arrangements, approvals, and authorizations of the Surviving Corporation and shall be as effective and binding thereon as the same were with respect to the Merging Corporation.

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**SECTION 2. CHURCH MEMBERSHIP.**

Merging Corporation's church members will be given the opportunity to become members of the Surviving Corporation. Current members of the Surviving Corporation will continue as members without interruption.

**SECTION 3. CONDITIONS OF MERGER.**

Effectuation of the Merger and the other transactions herein provided is conditioned on the following:

The Merger shall have received approval of the membership of the Merging Corporation and the Board of Directors of the Surviving Corporation in the manner required by the Act, the respective articles of incorporation, and the respective bylaws of the Constituent Corporations. Constituent Corporations Board of Directors declare herein these actions are required to effectuate the merger.

**SECTION 4. FILING AND EFFECTIVE TIME.**

If all the conditions to the Merger set forth in Section 3 of this Agreement shall have been fulfilled in accordance herewith and this Agreement shall not have been terminated as provided in Section 6 of this Agreement, the Surviving Corporation and the Merging Corporation shall cause articles of merger ("Articles of Merger") meeting the requirements of the Act, to be properly executed and filed with the Department of State of the State of Florida. The Merger shall become effective on such date and time as is agreed upon in writing by the Surviving Corporation and the Merging Corporation and specified in the Articles of Merger (the "Effective Time"). In no event shall the Effective Time be a date later than that permitted by the Act. It is agreed between the constituent corporations that the effective date shall be the filing date of the merger.

**SECTION 5. FURTHER ASSURANCES.**

Prior to the Effective Time, each of the Constituent Corporations shall take all such actions as shall be necessary or appropriate to effectuate the Merger. In case at any time after the Effective Time the Surviving Corporation shall determine that any further conveyance, assignment, or other documents or any further action is necessary or desirable to vest in or confirm to the Surviving Corporation full title to all the properties, assets, rights, privileges and franchises of the Merging Corporation, the directors, trustees, elders, and officers of the Surviving Corporation, in the name and on behalf of each of the Constituent Corporations, shall be authorized to execute and deliver all such instruments and take all such action in the name and on behalf of each of the Constituent Corporations as may be necessary or desirable in order to vest in and confirm to the Surviving Corporation title to and possession of all such properties, assets, rights, privileges, and franchises, and otherwise to carry out the purposes of this Agreement.

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**SECTION 6. TERMINATION AND AMENDMENT.**

(a) At any time prior to the Effective Time, this Agreement may be terminated by the mutual consent of the Merging Corporation and Surviving Corporation, respectively. In the event this Agreement is so terminated, it shall be of no further force or effect and there shall be no liability by reason of this Agreement or its termination on the part of either of the Constituent Corporations or of their respective directors, trustees, officers, elders, employees, agents, members, or incorporators. However, ONCE the executed documents are received by the Church Legal Center (CLC) from the constituent corporations CLC is hereby authorized in good faith to proceed and file the merger documents with the State of Florida Division of Corporations to effectuate the merger.

(b) This Agreement represents the entire agreement between the parties hereto with respect to the subject matter hereof and may be amended only by a writing executed by both parties. The Constituent Corporations may, by written agreement between them, amend, modify or supplement this Agreement at any time prior to the Effective Time.

**SECTION 7. CONSTRUCTION OF TERMS.** All provisions and any variations thereof used herein shall be deemed to refer to the masculine, feminine, neuter, singular, or plural as the identity of such person or persons shall require.

**SECTION 8. GOVERNING LAW AND JURISDICTION.** This Agreement shall be governed by the laws of the State of Florida. The jurisdiction lies in Pinellas County, Florida.

**SECTION 9. COUNTERPARTS TO AGREEMENT.** This Agreement may be executed in any number of counterparts, each of which shall be an original, but all such counterparts shall together constitute but one and the same instrument.

Each of the Constituent Corporations has caused this Agreement to be duly executed on its behalf by its officers thereunto duly authorized and attesting, as of the date first above written.

**OZONA COMMUNITY CHURCH, INC.,**  
a Florida not for profit corporation

By: 

Print Name: Jerry Edmonds

PRESIDENT

By: 

Print Name: Bobbi Dee Brenzo

SECRETARY Trustee

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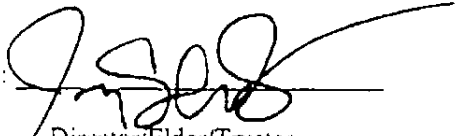
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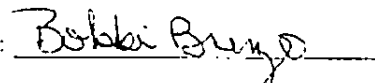
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RESOLVED APPROVING PLAN OF MERGER BY THE BOARD OF DIRECTORS/ELDERS/TRUSTEES further stating no denominational or other third-party approval is required for the Merger:

OZONA COMMUNITY CHURCH, INC.,  
A Florida Non-Profit corporation,

By:   
Director/Elder/Trustee  
Print Name: Terry Edmonds

By:   
Director/Elder/Trustee  
Print Name: Bobbi Brenzu

By: \_\_\_\_\_  
Director/Elder/Trustee  
Print Name: \_\_\_\_\_

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BAY CITIES FELLOWSHIP, INC.,  
a Florida not for profit corporation

By: 

Print Name: Kenneth C. Thompson II  
PRESIDENT

By: 

Print Name: Ryan Wall  
SECRETARY

RESOLVED APPROVING PLAN OF MERGER BY THE BOARD OF  
DIRECTORS/ELDERS/TRUSTEES: further stating no denominational or other third-  
party approval is required for the Merger:

BAY CITIES FELLOWSHIP, INC.,  
A Florida Non-Profit corporation,

By: 

/Director/Elder/Trustee

Print Name: Kenneth C. Thompson II

By: 

Director/Elder/Trustee

Print Name: Terry D. Wild

By: 

Director/Elder/Trustee

Print Name: Dana Broesker

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Exhibit A

**Description of Ozona's Church Real Property**

The real property located at 610 Pennsylvania Avenue Palm Harbor, FL 34683 (Unincorporated)

Parcel Number

02-28-15-97380-001-0003

**Legal Description:**

WHITEHURST'S SUB PT OF BLK 1 IN SEC 2 & PT OF LOT 1, BLK 3 IN SEC 11 &  
TOWN OF SUTHERLAND, PT OF BLK 151 & VAC R/W IN SEC 2 & UNPLATTED  
LAND ADJ ALL DESC FROM SE COR OF SW 1/4 OF SEC 2 TH N 144FT FOR POB  
TH E 150FT(S) TH S 194FT TH S83DW 402.29FT TH N 250FT TH E 250FT TH S 6  
FT TO POB CONT 2.04AC(C)Less

Including all fixtures and personalty.

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Exhibit B

Material operating liabilities, debts, obligations, or expenses:

None

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