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.

1. The name and jurisdiction of the surviving corporation is:

<table>
<thead>
<tr>
<th>NAME</th>
<th>JURISDICTION</th>
</tr>
</thead>
<tbody>
<tr>
<td>Hillcrest Baptist Church of Pensacola, Inc.</td>
<td>The State of Florida</td>
</tr>
</tbody>
</table>

The name of each merging corporation is:

<table>
<thead>
<tr>
<th>NAME</th>
<th>JURISDICTION</th>
</tr>
</thead>
<tbody>
<tr>
<td>East Hill Baptist Church of Pensacola, Inc.</td>
<td>The State of Florida</td>
</tr>
</tbody>
</table>

2. The terms and conditions of the merger are as follows:
   a. The Board of Directors of East Hill Baptist Church of Pensacola, Inc., must adopt a resolution approving the proposed plan of merger and directing that the plan be submitted to a vote at a special meeting of the members.
   b. The Board of Directors of Hillcrest Baptist Church of Pensacola, Inc., must adopt a resolution approving the proposed plan of merger and directing that the plan be submitted to a vote at a special meeting of the members.
   c. The Senior Pastor of East Hill Baptist Church of Pensacola, Inc., shall be compensated pursuant to a Separation Agreement executed by Hillcrest Baptist Church of Pensacola, Inc. and the Senior Pastor of East Hill Baptist Church of Pensacola, Inc., Dr. Ron Wilcoxson.
   d. Articles of Merger must be executed by Hillcrest Baptist Church of Pensacola, Inc., and by East Hill Baptist Church of Pensacola, Inc., and filed with the Florida Department of State, Division of Corporations.
   e. East Hill Baptist Church of Pensacola, Inc. shall merge into Hillcrest Baptist Church of Pensacola, Inc. and cease to exist.
f. Title to all property owned by East Hill Baptist Church of Pensacola, Inc. shall vest in Hillcrest Baptist Church of Pensacola, Inc. without reversion or impairment.

g. Hillcrest Baptist Church of Pensacola, Inc. shall become responsible for all liabilities of East Hill Baptist Church of Pensacola, Inc.

h. Any claim or action against East Hill Baptist Church of Pensacola, Inc. continues against Hillcrest Baptist Church of Pensacola, Inc.

i. Creditors of East Hill Baptist Church of Pensacola, Inc. shall become creditors of Hillcrest Baptist Church of Pensacola, Inc.

j. The members of East Hill Baptist Church of Pensacola, Inc. shall become members of Hillcrest Baptist Church of Pensacola, Inc.

3. A statement of any changes in the Articles of Incorporation of the surviving corporation to be effected by the merger is as follows:
   a. NONE.

4. Other provisions related to the merger are as follows:
   a. If, within five (5) years of the effective date of the merger, Hillcrest Baptist Church of Pensacola, Inc. ceases to exist or decides to no longer pursue church related business or activities on the Pensacola property formerly owned by East Hill Baptist Church of Pensacola, Inc., that property shall be transferred to Pensacola Bay Baptist Association. After five (5) years from the effective date of the merger, this provision shall be inapplicable. In addition, this provision shall be inapplicable if the Pensacola campus formerly owned by East Hill Baptist Church of Pensacola, Inc. is substantially damaged or destroyed by fire, wind or other casualty.

   b. All real property in any other state, including North Carolina, formerly owned by East Hill Baptist Church of Pensacola, Inc., shall vest in Hillcrest Baptist Church of Pensacola, Inc. without reversion or impairment.

   c. The effective date of the merger shall be the 24th day of August, 2014.

   d. Neither East Hill Baptist Church of Pensacola, Inc. nor Hillcrest Baptist Church of Pensacola, Inc. may abandon this plan at any time after authorization by a vote of the members of said church.