

**AGREEMENT AND PLAN OF MERGER  
MIDAMERICA BAPTIST CONFERENCE AND  
FLORIDA CARIBBEAN BAPTIST GENERAL CONFERENCE**

THIS AGREEMENT AND PLAN OF MERGER (“Merger Agreement”) is entered into by and between **MidAmerica Baptist Conference d/b/a Converge MidAmerica**, a 501(c)(3) religious, General Not-for-Profit Illinois Corporation in good standing as of the effective date of this Merger Agreement and **Florida Caribbean Baptist Conference, Inc. d/b/a Converge Southeast**, a 501(c)(3) religious, Not-for-Profit Florida Corporation and is in good standing as of the effective date of this Merger Agreement. This document sets forth the plan and agreement for merging Converge Southeast with and into Converge MidAmerica.

**Recitals**

1. Florida Caribbean Baptist Conference, Inc., d/b/a Converge Southeast is a 501(c)(3) religious, not-for-profit corporation, incorporated under the laws of the State of Florida (i.e., the Florida Statutes (“Fla. Stat.”) Chapter 617 (2019), short title: “Florida Not For Profit Corporation Act.”) (Hereinafter referred to as “CSE.”) CSE members are located in Florida, Louisiana, Alabama, Georgia, Mississippi, the Virgin Islands and the Caribbean Islands.
2. MidAmerica Baptist Conference d/b/a Converge MidAmerica is a 501(c)(3) religious, not-for-profit corporation, incorporated under the laws of the State of Illinois (i.e., Illinois Compiled Statutes (“ILCS”), 805 ILCS 105/101.01 *et. seq.*, short title: “General Not-for-Profit Corporation Act of 1986”). (Hereinafter referred to as “CMA.”)
3. Converge (formerly known as the Baptist General Conference) is a voluntary fellowship or association of regularly organized Baptist churches in the United States and the Caribbean Islands. Its membership consists of those Baptist churches which meet the requirements for membership defined in the bylaws of the Converge.
4. On the date of this Merger Agreement, CSE and CMA are both recognized as separate districts of Converge. CSE and CMA are separate not-for-profit corporations, each having its own board of directors (“Board of Stewards” for CSE and “Board of Overseers” for CMA – hereinafter collectively referred to as “the Boards.”) Both CSE and CMA have members (i.e., Member Churches), who are represented through voting delegates (“Delegates”) as provided for in their respective Bylaws.
5. The Boards have determined that it is advisable and in the best interests of their not-for-profit corporations and the churches that comprise such corporations for CSE to merge with and into CMA.
6. The Board of Overseers of CMA has by resolution duly approved and adopted this Merger Agreement and has directed that the Merger Agreement be submitted to a vote of the Delegates of CMA for approval as required under Sections 805 ILCS 105/111.35 (Merger of Domestic and Foreign corporations), 805 ILCS 105/111.50 (Effect of Merger authorized by 805 ILCS 105/111.35), 805 ILCS 105/111.05 (Merger Plan Contents) and 805 ILCS 105/111.20 (Plan of

Merger Voting and Notice of Meeting) of the Illinois General Not-for-Profit Corporation Act and as authorized by CMA's Bylaws.

7. The Board of Stewards of CSE has by resolution duly approved and adopted this Merger Agreement and has directed that the Merger Agreement be submitted to a vote of the Delegates of CSE for approval at the annual or special meeting as required under Section 617.1107 (Merger of Domestic and Foreign corporations), 617.1106 (Effect of Merger authorized by the Fla. Stat. 617.1107), 617.1101 (Merger Plan Contents) and 617.1103 (Plan of Merger Voting and Notice of Meeting) of the Florida Not-For-Profit Corporation Act (2019) and as authorized and required by the CSE Constitution and Bylaws.

8. The affirmative vote of a seventy-five (75) percent or more majority (i.e., super majority) of the Delegates present and voting at a properly noticed and called annual or special meeting of CMA and the affirmative vote of a majority of Delegates present and voting at a properly noticed and called Annual or Special meeting of CSE is necessary for this Merger to become effective.

9. The parties intend by this Merger Agreement to effect a "merger" of these two religious 501(c)(3), not-for-profit corporations as provided under Sections ILCS 105/111.35 of the Illinois General Not-for-Profit Corporation Act and Section 617.1107 of the Florida Not-For-Profit Corporation Act. The parties also intend by this Merger Agreement to effect a merger of CMA and CSE into one local district conference affiliated with Converge.

10. The CMA Board of Overseers and the CSE Board of Stewards have agreed that this Merger will not require any changes to be made to the Bylaws of the surviving corporation (CMA) except for the increase in maximum number of board members on the CMA Board of Overseers from twelve (12) to fifteen (15), as provided for in Section 5 below.

### Terms and Provisions

In consideration of the foregoing recitals and the following terms and provisions, and subject to the following conditions, it is agreed:

1. **Merger.** At the Effective Time as defined in this Section 1, Florida Caribbean Baptist Conference, Inc. d/b/a Converge Southeast shall be merged with and into MidAmerica Baptist Conference a/k/a Converge MidAmerica ("the Merger"). MidAmerica Baptist Conference a/k/a Converge MidAmerica will be the Surviving Corporation of the Merger with all of the rights and obligations of such domestic Illinois General Not-for-Profit Corporation, as provided for in Article 11 of the Illinois General Not-for-Profit Corporation Act of 1986, 805 ILCS 105/111.04, et seq. and the separate corporate existence of Florida Caribbean Baptist Conference, Inc. d/b/a Converge Southeast shall cease.

The Merger shall become effective upon the filing of the Articles of Merger with the Illinois Secretary of State or as otherwise provided by law. The parties will implement the Merger as expeditiously as possible after approval by the Delegates of both parties. The parties anticipate that the Effective Time will be approximately thirty (30) days after such approval. This 30-day period is to allow the parties to take any action deemed necessary to efficiently implement the

Merger, while permitting the orderly completion of the requisite documents and disposition of assets and operations. Therefore, the “Effective Time” shall be defined as the date and time when the Merger becomes effective. As required by the laws of the State of Illinois and as may be required by the laws of the State of Florida, a Certificate of Merger or required document shall be executed and filed on behalf of each corporation.

2. **Purpose of Surviving Corporation.** The purpose of the Surviving Corporation is set forth in the Articles of Incorporation and Bylaws of CMA. Generally, the purpose is to carry on the religious mission, programs and activities of the combined general not-for-profit religious corporations. As of the Effective Time of the Merger, the principal office of the Surviving Corporation is located at 924 Busse Highway Park Ridge, Illinois 60068.

3. **Governing Documents.**

a. The Articles of Incorporation of the MidAmerica Baptist Conference d/b/a Converge MidAmerica, as filed with the State of Illinois 1947 (Certificate No. 3996), and amended in 1957 (Certificate No. 704) to change the name from Baptist Conference of Illinois to Midwest Baptist Conference, and further amended in 2008 to change the name to MidAmerica Baptist Conference, shall be the Articles of Incorporation of the Surviving Corporation. These Articles are unchanged by the Merger.

b. The Bylaws of CMA (“Bylaws”), effective as of October 23, 2007, and revised in 2009, 2011, 2015, 2017, with the most current revision dated October 24, 2019, shall be the Bylaws of the Surviving Corporation. These Bylaws are attached hereto as Exhibit A. Exhibit A shall be added to as and when the CMA Bylaws are amended as provided in paragraph 5, below.

4. **Name.** To keep each region’s unique identity, CMA will establish two additional entities called Converge Southeast and Converge Caribbean that will be governed by one board (CMA Board of Overseers) and led by one executive staff team:

- President: Gary Rohrmayer,
- VP of Church Strengthening: Bryan Moak
- VP of Church Planting: Danny Parmelee
- VP of Church Partnerships: Ernie Cabrera

5. **Officers and Directors.**

a. The persons who are officers and directors of CMA immediately prior to the Effective Time shall be the officers and directors of the Surviving Corporation without change until their successors have been duly elected or appointed and qualified or until their earlier death, resignation or removal in accordance with the Surviving Corporation’s Articles of Incorporation, Bylaws and/or applicable law.

b. Immediately upon the Effective Time of this Merger Agreement, CMA will add three agreed-upon members from the CSE Board of Stewards to the CMA Board of Overseers, who may serve up to two (2) four-year terms (total of eight (8) years).

c. The parties intend that for a period of approximately eight (8) years after the Effective Time, the number of members of the Board of Overseers will be increased to fifteen (15). Twenty percent (20%) of the members of the Board of Overseers (no more than three (3) members) will be representatives of Converge Southeast and/or Converge Caribbean, as those entities are defined in paragraph 4, above.

d. The parties acknowledge that CMA has two classes of directors with terms of four (4) years, and that such classes have been created for the purpose of coordinating existing Board member terms with the CMA meeting schedule. The terms of the Board members selected from Converge Southeast and/or Converge Caribbean region will be established consistent with CMA's existing Board structure to accomplish the parties' mutual intent to create CSE representation over an eight (8) year transition period.

e. The parties further acknowledge that because of the interaction of the Effective Time of this Merger Agreement and the existing CMA Board terms and meeting schedule, the terms of representatives from Converge Southeast/Converge Caribbean will vary and there may be a few months variation from the eight (8) year standard.

f. Consistent with this Paragraph 5, the Board of Overseers will recommend that the Members adopt the following changes to Section 6.5 of the CMA Bylaws:

- Modify 6.4 to provide for specific representation by Converge Southeast/Converge Caribbean Members on the Board of Overseers for a period of approximately eight (8) years from the Effective Time of this Merger Agreement.
- Modify 6.5(b) to state: "in addition to the Executive Minister, the number of members of the Board of Overseers, shall not exceed fifteen (15)."

A draft of these Bylaw Revisions is attached as Exhibit B.

## 6. **Succession.**

a. At the Effective Time, the separate corporate existence of Florida Caribbean Baptist Conference, Inc., d/b/a Converge Southeast shall cease and the Surviving Corporation shall possess all the rights, privileges, powers and franchises of a public or private nature and be subject to all of the restrictions, disabilities and duties of CMA, subject to acceptance and approval of the assets and liabilities by CMA.

b. With respect to such assets and liabilities, CSE shall provide documentation of any all existing assets, as well as all existing contractual commitments or other liabilities that will continue after the Effective Time, including but not limited to equipment leases or real estate leases.

c. All of the accepted rights, privileges, powers and interests of CSE, including but not limited to all funds held in the name of CSE and all accepted debts due or gifts made to CSE on whatever account, as well as other accepted things in action, shall be vested in the Surviving Corporation; and all accepted property, rights, privileges, powers and all and every other interest shall be thereafter as effectively the property of the Surviving Corporation as the same were of CSE.

d. Any real property owned by CSE shall be transferred by deed to CMA, the title of which shall not be impaired by the Merger. All creditor rights and liens (if any) upon any property of CSE shall be preserved unimpaired and all accepted debts, liabilities and duties of CSE shall thereafter attach to the Surviving Corporation and may be enforced against it to the same extent as if such debts, liabilities and duties had been incurred or contracted by it. However, such liens upon CSE property will be limited to the property affected immediately prior to the Effective Time of the Merger.

e. All assets and liabilities of CSE that are being assumed by CMA will be listed in the final Merger documentation as an Exhibit. CSE represents and warrants that there is or will be at the Effective Time no undisclosed assets or liabilities, and that any assets or liabilities that are not accepted by CMA will be disposed of by CSE prior to the Effective Time without any assumption of liability by CMA. The parties have completed a review of the CSE operations and presently believe that there will be very few, if any, CSE assets or liabilities that will not be adopted by CMA. The parties desire to have a more complete understanding of the liabilities and assets prior to the Effective Time of the Merger.

f. All corporate acts, plans, policies, agreements, arrangements, approvals and authorizations of CSE, its Delegates, the Board of Stewards and committees thereof, officers and agents, which were valid and effective immediately prior to the Effective Time, that are accepted by CMA shall be taken for all purposes as the acts, plans, policies, agreements, arrangements, approvals and authorizations of the Surviving Corporation, its Delegates, Board of Overseers and committees thereof, respectively, and shall be as effective and binding thereon as the same were with respect to CSE.

g. CMA will develop a plan for on-going ministry in the states covered by CSE. Such plan will be at CMA's discretion and will be consistent with CMA's approach to ministry in other states in its district. The plan will include but is not limited to the creation of additional entities described in paragraph 4, above. In addition, CMA agrees to created Board designated funds for use in CSE immediately after the Effective Time, including sums for church planting, church strengthening, pastoral care and general operations.

h. CMA will maintain appropriate staffing in CSE to support its ministry operations as determined by the CMA Board of Overseers. Compensation and support of CSE personnel will be consistent with the treatment by CMA of its Illinois-based personnel. In addition:

- (1) All CSE employees that are not being hired by CMA will be terminated by CSE prior to the Effective Time.

(2) CMA agrees to hire Ernie Cabrera as VP of Partnership at the current level of the existing VPs, including its benefits and work funds package.

(3) CMA agrees to appropriately bring the Converge Missionaries in the Caribbean under its leadership per the agreement with Converge International Ministries.

7. **Merger of CSE Member Churches.** At the Effective Time, by virtue of the Merger and without any action on the part of the holder thereof, each church that is a member of CSE immediately preceding the Effective Time shall be merged into CMA (i.e., the Surviving Corporation) and shall become a Member Church of the Surviving Corporation with all the rights, duties, responsibilities and interests of each of the existing CMA Member Churches.

8. **Conditions.** The consummation of the Merger is subject to satisfaction of the following conditions prior to the Effective Time:

a. The Merger shall have received the required approval of the CMA Board of Overseers and the CSE Board of Stewards; and

b. The Merger shall have received the required approval of a majority the CSE Delegates entitled to vote on a plan of merger who are present and voting at a properly called Annual or Special Meeting of CSE, as required by the section 617.1103 of the Florida Not-for-Profit Corporation Act.

c. The Merger shall have received the required approval of the CMA Delegates, which is the affirmative vote of seventy-five (75) percent or more of the Delegates present and voting at a properly noticed and called Annual or Special Meeting of CMA; and

d. All approvals and consents necessary or desirable, if any, in connection with the consummation of the Merger shall have been obtained, including without limitation, approval of any governmental or regulatory authority or lender; and

e. No suit, action, proceeding or other litigation shall have been commenced or threatened to be commenced, nor facts nor circumstances existing which are likely to lead to such a suit, action, proceeding or other litigation, which, in the opinion of CSE or CMA would pose a material restriction on or impair consummation of the Merger, performance of this Merger Agreement or the conduct of the business of CMA at the Effective Time or create a risk of subjecting CMA or CSE or their respective Members, officers or directors to material damages, costs, liability or other relief in connection with the Merger or this Merger Agreement, including, without limitation, in connection with any accepted assets or liabilities.

f. The CSE Board of Stewards shall adopt a resolution affirming that CSE, its officers, directors, employees, agents and representatives have not and shall take any action between July 13, 2020 (the date CSE adopted the Board Resolution regarding the Merger), and the meetings of the members of CMA and CSE wherein the final votes on this Merger

Agreement and Plan shall take place (scheduled to be held in August and September 2020) to cause any CSE indebtedness or liabilities to occur other than in the ordinary course of business, or plans to adopted that cannot be fully implemented prior to the Effective Time without prior written agreement from CMA or written agreement between the parties. Further CSE such resolution shall affirm that there has been no significant change in the financial condition of CSE or in its exposure to risk of litigation of loss during such time period (i.e., between July 13, 2020, and the Effective Time).

g. All unaccepted assets and liabilities of CSE have been finally disposed of without continuing liability to CMA.

9. **Tax Qualification.** The parties intend that the Surviving Corporation be tax exempt under Section 501(c)(3) of the Internal Revenue Code of 1986 and its successors, and the Directors of the Surviving Corporation are empowered and authorized to make such amendments to the Articles and Bylaws as they deem necessary, with the advice of counsel, to secure and maintain such exempt status, provided that no such amendment may change the requirements, rights or privileges of membership.

10. **Governing Law.** This Merger Agreement shall be governed and construed in accordance with the laws of the State of Illinois applicable to contracts entered into and to be performed wholly within the State of Illinois, except to the extent that the laws of the State of Florida are mandatorily applicable to the Merger.

11. **Amendment.** Subject to applicable law and subject to the rights of the CMA and CSE Delegates to approve any amendment which would have a materially adverse effect on such Delegates, the terms contained in this Merger Agreement may be amended, modified or supplemented by written agreement of the parties hereto at any time prior to the Effective Date.

12. **Deferral or Abandonment.** At any time prior to the Effective Time, this Merger Agreement may be terminated and the Merger may be abandoned or the time of consummation of the Merger may be deferred for a reasonable time by the CMA Board of Overseers or CSE Board of Stewards or both, notwithstanding approval of this Merger Agreement by the CMA and CSE Delegates if circumstances arise which, in the opinion of either Board in such Board's sole and absolute discretion, make the Merger inadvisable or deferral of time before consummation advisable. In the event the Merger is delayed or abandoned, each party shall bear their own expense incurred during the negotiation or due diligence process and neither party shall have any liability to the other arising out of or related to such abandonment, delay or otherwise in connection with the implementation or cancellation of this Merger Agreement.

13. **Counterparts.** This Merger Agreement may be executed in any number of counterparts, each of which when taken alone shall constitute an original instrument and when taken together shall constitute one and the same Agreement.

14. **Authorization.** To the extent that the states of Illinois and Florida prescribe specific forms, including but not limited to any Certificate of Merger and/or Articles of Merger to be used, those persons authorized to execute such documents by resolutions of the respective corporations may

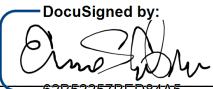
do so to the extent such documents are not inconsistent with the provisions of this Merger Agreement and Plan.

15. **Further Assurances.** From time to time, as and when required or requested by either CSE or CMA, as applicable, or by their respective successors and assigns, there shall be executed and delivered on behalf of the other corporation or by its respective successors and assigns, such deeds, assignments and other instruments, and there shall be taken or caused to be taken by it all such action as shall be necessary to vest, perfect or confirm of record or otherwise in the Surviving Corporation the title to and possession of all property, interests, assets, rights, privileges, immunities, powers, franchise and authority of CSE or otherwise to carry out the purposes of this Merger Agreement, the officers and directors of each corporation are fully authorized in the name and on behalf of such corporation or otherwise to take any and all such action and to execute and deliver any and all such deeds, assignments and other instruments.

IN WITNESS WHEREOF, the authorized representatives of Florida Caribbean Baptist Conference, Inc., d/b/a Converge Southeast and MidAmerica Baptist Conference d/b/a Converge MidAmerica have caused this Merger Agreement to be signed by their respective duly authorized officers this 28th day of July, 2020.

This Agreement may be executed electronically.

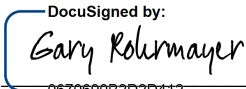
Florida Caribbean Baptist Conference, Inc.,  
d/b/a Converge Southeast  
a Florida Not-for-Profit Corporation

By:   
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Printed Name: Ernie Cabrera

Title: President

MidAmerica Baptist Conference  
d/b/a Converge MidAmerica  
an Illinois General Not-for-Profit  
Corporation

By:   
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Printed Name: Gary Rohrmayer

Title: President