

AGREEMENT AND PLAN OF MERGER
OF
FIRST BAPTIST CHURCH OF EVANS, INCORPORATED
WITH AND INTO
FIRST BAPTIST CHURCH OF AUGUSTA, INC.

THIS AGREEMENT AND PLAN OF MERGER (the "Agreement" or the "Plan") is dated _____, 2023 by and between FIRST BAPTIST CHURCH OF EVANS, INCORPORATED, a Georgia nonprofit corporation ("FBC EVANS"), and FIRST BAPTIST CHURCH OF AUGUSTA, INC., a Georgia nonprofit corporation ("FBC AUGUSTA") (FBC EVANS is sometimes referred to herein as the "Merged Corporation" and FBC AUGUSTA is sometimes referred to herein as the "Surviving Corporation", and both FBC EVANS and FBC AUGUSTA are sometimes referred to herein individually as a "Church" or "Constituent Corporation" and collectively as the "Churches" or "Constituent Corporations").

INTRODUCTION

A. FBC EVANS is a nonprofit corporation, duly organized and existing under the laws of the State of Georgia, which operates as a Baptist church with at its principal office located at 515 North Belair Road, Evans, Georgia 30809. FBC EVANS is a tax-exempt organization which was organized exclusively for religious and charitable purposes under the provisions of Section 501(c)(3) of the Internal Revenue Code of 1954, as amended. The legal and business affairs of FBC EVANS are managed by a Board of Trustees, which constitutes its Board of Directors as defined in Section 14-3-140 (2) of the Georgia Nonprofit Corporation Code. FBC EVANS has members whose membership rights are governed by its Articles of Incorporation and /or Bylaws.

B. FBC AUGUSTA is a nonprofit corporation, duly organized and existing under the laws of the State of Georgia, which operates as a Baptist church with its principal office located at 3500 Walton Way Extension, Augusta, Georgia 30909. FBC AUGUSTA is a tax-exempt organization which was organized exclusively for religious, charitable and educational purposes under the provisions of Section 501(c)(3) of the Internal Revenue Code of 1986, as amended. The legal and business affairs of FBC AUGUSTA are managed by a Board of Trustees, which constitutes its Board of Directors as defined in Section 14-3-140 (2) of the Georgia Nonprofit Corporation Code. FBC AUGUSTA has members whose membership rights are governed by its Articles of Incorporation and/or Bylaws.

C. The laws of the State of Georgia permit a merger of the Constituent Corporations

D. The Board of Trustees of each of the Constituent Corporations have determined that it is advisable and for the benefit of each of the Constituent Corporations and their respective members and ministries that FBC EVANS be merged with and into FBC AUGUSTA on the terms and conditions set forth in this Agreement. The Board of Trustees of each Constituent

Corporation, by resolutions duly adopted, have (1) approved and adopted the terms and conditions of this Agreement; (2) directed that the proposed merger be submitted to the members of each Constituent Corporation for their consideration and approval by vote; and (3) recommended to such members approval of the terms and conditions set forth in this Agreement.

E. The overriding purpose of this Agreement and Plan of merger is to facilitate the greatest possibility for God's Kingdom work by uniting the resources of FBC EVANS and FBC AUGUSTA. The phrase "better together" is more than a simple slogan. It is, in fact, our hope in this moment.

F. In recent years, FBC EVANS has experienced a decline in attendance and participation, and faces challenges to sustain its ministries. The leaders and membership of FBC AUGUSTA recognize the difficulty of this time, particularly for those who have remained faithful to FBC EVANS. The content of the special circumstances of this merger agreement goes beyond seeking a plan that is "mutually beneficial." We will honor and preserve the legacy of FBC EVANS while investing in the future of gospel work in the CSRA. We believe that each congregation can bless one another through this uniting of two like-minded congregations.

NOW, THEREFORE, for and in consideration of the premises and of the mutual agreements, promises and covenants contained herein, it is hereby agreed by and between the parties hereto, subject to the approval and adoption of this Agreement by the respective members of each of the Constituent Corporations, and subject to the conditions set forth herein and in accordance with the Georgia Nonprofit Corporation Code, that FBC EVANS shall be and is, at the Effective Date, merged with and into FBC AUGUSTA (hereinafter referred to as the "Surviving Corporation"), with the corporate existence of the Surviving Corporation to be continued under the name "FIRST BAPTIST CHURCH OF AUGUSTA, INC.," and thereafter the individual existence of FBC EVANS shall cease. The terms and conditions of the merger, the mode of carrying the merger into effect, and the manner of converting memberships of FBC EVANS into memberships of FBC AUGUSTA, as Surviving Corporation, are as follows:

SECTION 1

MERGER

1.1. Merger. On the Effective Date, FBC EVANS shall be merged with and into FBC AUGUSTA and FBC AUGUSTA shall continue in existence as the Surviving Corporation.

1.2. Effect of Merger. The merger shall in all respects have the effect provided for in O.C.G.A. § 14-3-1105. Without limiting the foregoing, on and after the Effective Date, the separate existence of FBC EVANS shall cease, and, in accordance with the terms of this Agreement, the title to all real estate and other property owned by each of the Constituent Corporations, including, but not limited to, any membership interest in any Limited Liability Company or other entity owned by each Constituent Corporation, shall be vested in the Surviving Corporation without reversion or impairment; the Surviving Corporation shall have all liabilities of each of the Constituent Corporations; and any proceeding pending against any

Constituent Corporation may be continued as if the merger did not occur or the Surviving Corporation may be substituted in its place.

1.3. Actions and Further Assurances. Prior to and from and after the Effective Date, the Constituent Corporations shall take all such action as shall be necessary or appropriate to effectuate the merger. If at any time the Surviving Corporation shall consider or be advised that any further assignments or assurances in law or any other actions are necessary, appropriate or desirable to vest in said corporation, according to its terms, the title to any property or rights of FBC EVANS, the last acting officers of FBC EVANS, or the corresponding officers of the Surviving Corporation, shall and will execute and make all such proper assignments and assurances and take all action necessary and proper to vest title in such property or rights in the Surviving Corporation, and otherwise to carry out the purposes of this Agreement.

SECTION 2

MEMBER AND OTHER APPROVALS; EFFECTIVENESS OF MERGER

This Agreement shall be submitted for approval to the members of FBC EVANS and FBC AUGUSTA, and to such other persons, if any, whose approval is required by the respective Articles of Incorporation of FBC EVANS and FBC AUGUSTA, as provided by the Georgia Nonprofit Corporation Code. If this Agreement is duly authorized and adopted by the requisite vote or documented consents of such members and is not terminated and abandoned pursuant to the provisions of Section 6, this Agreement shall be executed, and a Certificate of Merger incorporating the terms of this Agreement, shall be filed and recorded in accordance with the laws of the State of Georgia as soon as practicable after the last approval by such members. The Board of Directors and the proper officers of the Constituent Corporations are authorized, empowered and directed to do any and all acts and things, and to make, execute, deliver, file, and record any and all instruments, papers, and documents which shall be or become necessary, proper, or convenient to carry out or put into effect any of the provisions of this Agreement or of the merger. The merger shall become effective on the date on which a Certificate of Merger incorporating this Agreement is filed by the Secretary of State of Georgia (said date is referred to in this Agreement as the "Effective Date").

SECTION 3

ARTICLES OF INCORPORATION AND BYLAWS

3.1. Articles of Incorporation. From and after the Effective Date, the Articles of Incorporation of FBC AUGUSTA, as in effect at such date, shall be the Articles of Incorporation of the Surviving Corporation and shall continue in effect until the same shall be altered, amended, or repealed or as provided by law.

3.2. Constitution and Bylaws. From and after the Effective Date, the Constitution and Bylaws of FBC AUGUSTA ("Bylaws"), in effect at such date, shall be the Constitution and Bylaws of the Surviving Corporation and shall continue in effect until the same shall be altered, amended, or repealed or as provided by law.

SECTION 4

TRUSTEES AND OFFICERS

The persons who are Trustees and Officers of FBC AUGUSTA immediately prior to the Effective Date shall continue as the Trustees and Officers of the Surviving Corporation and shall continue to hold office as provided in the Bylaws of the Surviving Corporation.

SECTION 5

CONVERSION AND TRANSFER OF MEMBERSHIPS

5.1. Members of Merged Corporation. Subject to and in accordance with the provisions of Section 6.3 of this Agreement, each member of FBC EVANS immediately prior to the Effective Date shall, by virtue of the merger, be entitled to membership in the Surviving Corporation, FBC AUGUSTA.

5.2. Members of Surviving Corporation. Each membership in FBC AUGUSTA immediately prior to the Effective Date shall be identical to a membership in FBC AUGUSTA of the Surviving Corporation immediately after the merger.

SECTION 6

SPECIAL TERMS AND CONDITIONS

6.1 FBC EVANS--The Campus Property and Her Legacy.

a. In congregational conversations, the members of FBC EVANS have expressed the hope to "maintain our legacy." This is important because the good people of the Church's past have faithfully fostered the sharing of the gospel in and around the Evans area. Having explored other options, the congregations of FBC EVANS and FBC AUGUSTA have come to realize the likelihood of the future sale of the real property, together with all improvements thereon, which constitute FBC EVANS' campus and facilities located at 515 North Belair Road, Evans, Georgia 30809 (the "Property"). Consequently, by this Agreement, the parties offer a way to preserve the legacy of FBC EVANS wherein the parties will have greater future control over her legacy and will continue to minister to people.

- i. Upon approval of Agreement and Plan of Merger by the members of both FBC EVANS and FBC AUGUSTA, the Property of FBC EVANS will be prepared for sale. As FBC AUGUSTA receives offers from potential purchasers, consideration will be given to organizations that desire to maintain use of the facilities for ministry purposes and who align with our ministry and vision. Designated members coming from FBC EVANS, who are participating members of FBC AUGUSTA, shall be included in an ad hoc committee to make recommendations regarding the sale of the Property. The ad hoc committee shall make its

recommendations to the Trustees of FBC AUGUSTA, who then will make the Trustees' recommendation to the members of FBC AUGUSTA at Church in Conference for final approval of the sale of Property.

- ii. Upon the sale of the Property, and after payment of final expenses as described below, the net proceeds of the sale will be divided equally between two endowment funds to be named "FBC EVANS - Ministry and Mission in Evans" and "FBC EVANS - Ministry and Mission Beyond Evans". The earnings from the endowment fund titled "FBC EVANS - Ministry and Mission in Evans" will be used for ministry and missions within the Evans area. Earnings from the second endowment fund titled "FBC EVANS - Ministry and Mission Beyond Evans" will be used at the discretion of the Church to support ministry and mission wherever it best fits the vision and purpose of the Church. The anticipated expenses that will be deducted from the proceeds of the sale prior to the creation of the two endowments include the following costs:
 1. Legal fees for both Churches.
 2. Expenses to be repaid to FBC AUGUSTA, including, but not limited to, closing costs; costs to examine, inspect, survey, perform environmental studies, and prepare the Property for sale; costs to keep the FBC EVANS campus open and fully operating prior to closing; costs to maintain the campus after closing; and salaries of FBC EVANS employees.
 3. The balance of any outstanding debt of FBC EVANS, including but not limited to, HVAC debt and other unpaid liabilities as of the merger date.
 4. The budget to fund the salary of Philip Hedgecoth, who is currently the Pastor of FBC EVANS, until his 70th birthday (July 2025) will be deducted from the net proceeds from the sale of the Property. This amount for salary will then be added back into the "FBC EVANS—Ministry and Mission in Evans" endowment fund. The salary necessary to fund the ministerial position will be taken from the corpus of the endowed fund as needed.
- iii. A designated fund will be created to allow former FBC EVANS members to continue to make contributions to support the ongoing ministries of FBC EVANS during transition and beyond. Funds currently described as designated accounts of FBC EVANS will be deposited into this account, unless otherwise specified. These funds will be used to offset the costs of maintaining operations of the campus of FBC EVANS.

b. The sale of the Property shall be carried out subject to and in accordance with the provisions of Section 6.6 of this Agreement.

6.2 Disposal of Other Property of FBC EVANS.

a. The disposal of other items of property of FBC EVANS, such as furniture, playground equipment, curriculum, and similar items, will be overseen by Philip Hedgecoth, subject to the following guidelines:

- i. Select special artifacts to be transferred to FBC AUGUSTA.
- ii. Receive requests from and distribute items, either through sale or donation, to FBC EVANS members and staff.
- iii. FBC AUGUSTA staff/leaders select materials.
- iv. Sell or donate useful items to other churches and nonprofit groups.
- v. Hold yard sale or conduct other sales process.
- vi. Donate remaining useable items to charitable organizations or donation centers.
- vii. Recycle or dispose of remaining materials.

b. If Philip Hedgecoth is unable to oversee the disposal of such property for any reason, including but not limited to death, disability, or termination of employment with FBC AUGUSTA, then the Trustees of FBC AUGUSTA, after seeking input from the ad hoc property committee described in Section 6.1, shall select one or more persons to oversee the disposal of such property.

6.3 Membership.

a. Upon the Effective Date of the merger, FBC AUGUSTA will acquire and maintain the membership records of FBC EVANS for a period of one (1) year following the Effective Date. During this one-year period, membership records of former FBC EVANS members will not be entered into the membership database system of FBC AUGUSTA unless and until authorized and directed by such members. At any time on or after the Effective Date, former FBC EVANS members may authorize and direct FBC AUGUSTA to enter their membership records with FBC AUGUSTA, in which case their memberships shall be converted into memberships of FBC AUGUSTA without any further action on their part. Former FBC EVANS members who do not wish to enter their membership records with FBC AUGUSTA may request FBC AUGUSTA to transfer their membership to another church of their choice, in which case FBC AUGUSTA shall take all necessary actions to transfer such membership to such other church. One year after the Effective Date of the merger, all remaining records of former FBC EVANS members will be entered into the membership database system of FBC

AUGUSTA, in which case the memberships of such members shall be converted into memberships of FBC AUGUSTA without any further action on their part.

b. All FBC EVANS members whose memberships are converted and transferred to FBC AUGUSTA in accordance with the above provisions shall have all the rights, responsibilities, and opportunities of membership with FBC AUGUSTA.

c. Deacons from FBC EVANS who convert and transfer their membership to FBC AUGUSTA will be designated as non-voting members of the deacon body of FBC AUGUSTA. This designation will allow all ordained deacons to attend deacon meetings.

6.4 Managing the Endowed Funds.

a. Investment of Funds.

- i. The funds for the endowments to be established from the net sales proceeds upon the sale of the Property pursuant to Section 6.2.a.ii, will be invested according to the approved Investment Policy Statement attached hereto as Addendum I and incorporated herein and made a part hereof by reference (the "Investment Policy Statement").
- ii. As directed by the Bylaws of FBC AUGUSTA and the Investment Policy Statement, the Trustees of FBC AUGUSTA are responsible for the investment of all Church funds.

b. Disbursement of Funds from Investment Accounts.

- i. Once the endowments have been established, 4% of the initial net fair market value of the corpus will be withdrawn for immediate disbursement to the designated funds. In the following January (January of the year commencing after the year of the merger), 4% of the average of the January 1 (starting) balance and the December 31 (ending) balance will be disbursed. In the subsequent year, 4% of the average of the first year's January 1 (starting) balance, the first year's December 31 (intermediate) balance and the second year's December 31 (ending) balance will be disbursed. In the following and all subsequent years, 4% will be disbursed in January of each year based upon the average year-end balance of the preceding three calendar years.
- ii. As directed by the Bylaws of FBC AUGUSTA and the Investment Policy Statements, the Trustees must approve the disbursement of these funds into the appropriate designated accounts.
- iii. These funds will be held in designated accounts until a request for

disbursement has been made from the appropriate groups.

c. Disbursement of Allocated Funds.

- i. Requests for disbursements of available designated funds from each endowment are to be presented to and approved by the Finance Committee.
- ii. “FBC EVANS - Ministry and Mission in Evans” Fund. The document “Guidelines for the Use of First Baptist Church of Evans ‘Ministry & Mission in Evans’ Endowment Fund” (Addendum II, attached hereto and made a part hereof by reference) will govern the process for determining the use of these endowment funds. Former members of FBC EVANS who have joined FBC AUGUSTA and who qualified as active members of FBC EVANS as of the Effective Date of merger will be eligible to serve on the Evans Outreach Team that determines the disbursements from the earnings of the endowment. Also, the team will include members of FBC AUGUSTA. Requests for use of the earnings are to be submitted to the team for their consideration. As participation on the team by former FBC EVANS members dissolves, designated FBC AUGUSTA mission leaders and members who live or work in Evans will be represented on team.
 1. Through disbursements of earnings from the “FBC EVANS - Ministry and Mission in Evans” endowed funds, former members of FBC EVANS will have the ability to continue supporting those missional endeavors they have valued in the past, as well as supporting new endeavors. When earnings are used to support ministry or other opportunities, an intentional effort will be made to communicate the legacy of FBC EVANS to the recipients. Also, funding for perpetual care of the cemetery will come from the 4% disbursements noted in the “Disbursements of Funds from Investment Accounts” section.
 2. Once the endowment is established and funded, 4% of the initial net fair market value will be withdrawn from the corpus of the endowed funds to allow opportunity for immediate support of mission and ministry as specified by any guiding restrictions on the endowed funds.
 3. Contributions to the FBC EVANS endowed fund

will continue to be accepted from estates or other means, including contributions made by bequest, devise, gift, grant, or pledge contained in a will or other instrument of donation, subscription or conveyance, allowing continued support for the legacy of FBC EVANS.

- iii. “FBC EVANS - Ministry and Mission Beyond Evans” Fund. The document “Guidelines for the Use of First Baptist Church of Evans ‘Ministry and Mission Beyond Evans’ Endowment Fund” (Addendum III, attached hereto and made a part hereof by reference) will govern the process for determining the use of these endowment funds. Members of the ministerial staff will make these requests, representing the needs and desires of committees, church members, and community organizations. The Trustees are tasked with oversight to affirm that disbursements align with the expressed intent of the established endowment.
 - 1. Once the endowment is established and funded, an initial 4% will be withdrawn from the corpus of the endowed funds, as noted in Section 6.4.b. above, to allow opportunity for immediate support of mission and ministry as specified by any guiding restrictions on the endowed funds.
 - 2. When earnings are used to support ministry or other opportunities, an intentional effort will be made to communicate the legacy of FBC EVANS to the recipients.

6.5 Campus Closing and Expenses.

- a. Upon approval of Agreement and Plan of Merger by the members of both FBC EVANS and FBC AUGUSTA, the FBC EVANS Campus will remain open for up to eight (8) weeks.
 - i. Former FBC EVANS members can designate tithes and offerings during this time to a designated account to support the continuation of meetings on the FBC EVANS campus.
 - ii. Any expenses incurred by FBC AUGUSTA to maintain the Property after the merger will be repaid to FBC AUGUSTA from the net proceeds of the sale of the Property.
- b. Given the unknown time required to sell the Property, FBC AUGUSTA commits to fund expenses up to the amount of \$150,000. If and when the \$150,000 limit is

reached, additional funding requests must be approved by the Finance Committee and Trustees of FBC AUGUSTA. Any additional costs above and beyond this amount will also be repaid to FBC AUGUSTA from net proceeds of the sale of Property and prior to earnings being divided and allocated to the endowments funds as described in Section 6.3.a.ii. of this Agreement.

6.6 Sale of Property.

a. Upon execution of this Agreement and Plan of Meger, the campus Property at FBC EVANS will be placed on the market for sale.

- i. The FBC AUGUSTA will not enter a contract of sale for at least two (2) months from execution of this Agreement to allow sufficient time to receive offers from potential purchasers.
- ii. During this 2-month period, strong and early efforts will be made to inform the nonprofit community of the availability of the Property.
- iii. In evaluating offers, FBC AUGUSTA will seek to accept the offer of best value. In evaluating offers, value can be determined by a variety of factors, including potential purpose of ministry, support of the community of Evans, and/or dollar amount of the purchase price.

b. A team of ten (10) members, consisting of five (5) former members of FBC EVANS who become members of FBC AUGUSTA and five (5) current members of FBC AUGUSTA, will be created to evaluate offers and make a recommendation to the Trustees for the sale of the Property. Former members of FBC EVANS who become members of FBC AUGUSTA and will serve on this team will include June Glisson (Moderator), David Byrd (Treasurer), Sandy Partridge (Chair of the Trustees), and two other former Trustees of FBC EVANS to be determined by the former leadership of FBC EVANS. Members from FBC AUGUSTA will include Ed O'Neal (Chair of Trustees), Joe Pollock (Treasurer), Bobby Turner (former Moderator), Hugh Hollar (Trustee) and Mitch Holt (Trustee). If any former member of FBC EVANS named or described herein should fail or refuse to serve as a team member for any reason, then his or her successor will be appointed by the remaining team members from FBC EVANS, and if any current member of FBC AUGUSTA named or described herein should fail or refuse to serve as a team member for any reason, then his or her successor will be appointed by the Moderator of FBC AUGUSTA. The Moderator of FBC AUGUSTA shall appoint the Chair of the team in accordance with Article XII, Section C of the Bylaws.

c. The Trustees of FBC AUGUSTA shall have the authority to accept the recommendation of the team named above or to present a different recommendation to the members of FBC AUGUSTA at Church in Conference based upon the best interests of the Church. The sale of the Property will be presented to the members of FBC AUGUSTA at the Church in Conference for a vote as a recommendation from the Trustees. Once approved by the members FBC AUGUSTA, the Trustees and the appropriate Officers of FBC AUGUSTA shall

be authorized to execute a Sales Contract, or to cause any limited liability company in which the Property is titled to execute a Sales Contract, and to execute, acknowledge, seal, deliver and file any and all other documents and take all any and other actions as may be deemed necessary or advisable to consummate the sale as contemplated by the Plan of Merger and the Sales Contract.

6.7 Partners in Ministry.

a. When possible, and provided it does not conflict with existing ministries, FBC AUGUSTA will provide space for groups currently renting space at FBC EVANS to continue to meet on the FBC AUGUSTA campus for a period of six (6) months to allow them the opportunity to identify a more appropriate location.

6.8 Care for the Cemetery.

a. FBC AUGUSTA will perpetually oversee and maintain the FBC EVANS Cemetery according to the approved document “First Baptist Church of Evans Cemetery—Guidelines for Oversight and Care by First Baptist Church of Augusta” (Addendum IV, attached hereto and made a part hereof by reference).

b. Costs to maintain the cemetery will be provided through the 4% disbursements made to the “FBC EVANS - Missions and Ministry in Evans” fund noted in the “Disbursement of Funds from Investment Accounts” under Section 6.4 of this Agreement.

6.9 Philip Hedgecoth, Minister in Residence.

a. Philip Hedgecoth, who is currently the Pastor of FBC EVANS, will be offered employment with FBC AUGUSTA after the Effective Date of the merger. Philip’s primary role will be to minister to those former members of FBC EVANS, regardless of where their membership resides. This ministry will be in the form of pastoral care. For a period of up to 8 weeks after the Effective Date of the merger, Philip will continue to lead opportunities on the FBC EVANS campus. Additionally, Philip may continue to lead opportunities and small group gatherings in the Evans area during times other than Sunday mornings. If the members of FBC EVANS choose to have Bible study on the campus at FBC AUGUSTA, Philip’s responsibilities shall include developing and leading these opportunities.

b. As a member of the ministerial staff, Philip will have other roles on an as needed basis. He will participate in staff planning and development and will receive the support he needs to lead in all of these ministerial roles.

c. Funding the position will require \$70,500 annually.

- i. If Philip’s employment ends after serving one year, Philip would receive the balance of remaining funds.
- ii. If Philip’s employment is terminated by FBC AUGUSTA before a year of service for any reason other than cause, Philip would

receive the balance of remaining funds.

- iii. If the employment relationship with Philip ends prior to the sale of Property, the payment of this balance due in salary will be withheld until proceeds from the sale of Property become available.
- iv. If FBC AUGUSTA exhausts the \$150,000 financial support as referenced in Section 6.5.b of this Agreement, a decision to reduce expenses may include deferment of payment of Philip's salary until sale of the Property.
- v. The provisions of this Agreement and Plan of Merger, including the provisions of this Section 6.9 and Section 6.4.a.ii.4., shall not constitute a contract of employment with Philip Hedgecoth. Nothing contained herein or in the accompanying documents shall be construed as granting Philip Hedgecoth any rights of employment, or any expectation of continued employment for any specified term or period, beyond those granted to all FBC AUGUSTA ministers (other than the Senior Pastor) in the Bylaws, Standing Rules, and Ministerial Staff Manual of FBC AUGUSTA. Except as otherwise expressly provided for in this Agreement, Philip Hedgecoth's rights, benefits, responsibilities, terms, and conditions of employment as a minister of FBC AUGUSTA, including those provisions governing the dismissal of a member of the ministerial staff, shall be the same as those applicable to all ministers (other than the Senior Pastor) employed by FBC AUGUSTA, and shall be as set forth in the Bylaws, Standing Rules, and the Ministerial Staff Manual of FBC AUGUSTA, as the same may be amended from time to time; provided however, that the provisions contained in the Bylaws, Standing Rules and Ministerial Staff Manual for the calling of a minister are hereby expressly waived and shall not apply to Philip Hedgecoth, who shall automatically become a member of the FBC AUGUSTA ministerial staff upon the Effective Date of the Merger.

SECTION 7

REPRESENTATIONS AND WARRANTIES OF MERGED CORPORATION

The Merged Corporation represents and warrants to the Surviving Corporation that as of the date of this Agreement and the Effective Date of the Merger:

7.1. Due Organization; Good Standing; Power. The Merged Corporation is a nonprofit corporation duly organized, validly existing and in good standing under the laws of the State of Georgia, has full corporate power to carry on its business as it is now being conducted

and to own and operate the properties and assets now owned or operated by it, and is duly qualified to do business and is in good standing in each jurisdiction where the conduct of its business or the ownership of its property requires such qualification. The Merged Corporation has all requisite corporate power to enter into this Agreement and to perform its obligations under this Agreement.

7.2. Validity of Agreement. The Merged Corporation has been duly authorized by its Board of Trustees and its members to execute, acknowledge, seal and deliver this Agreement, to consummate the transactions contemplated by this Agreement, and to take any and all other actions required to be taken by it pursuant to the provisions of this Agreement. This Agreement and all Exhibits to this Agreement are valid and binding upon and fully enforceable against the Merged Corporation in accordance with their respective terms. Neither the execution, acknowledgment, sealing and delivery of this Agreement or any Exhibits to this Agreement, nor the consummation of the transactions contemplated by this Agreement or any Exhibit to this Agreement shall constitute any violation or breach of or default under the Articles of Incorporation or Bylaws of the Merged Corporation or any order, writ, injunction, decree, law, statute, rule or regulation.

7.3 Approval by Members. The Merged Corporation has _____ active voting members outstanding on its membership records as of the Effective Date of the Merger. This Agreement has been submitted to the members of the Merged Corporation for their approval at a meeting in a Church in Conference properly called and assembled after requisite notice, in the manner provided by its Articles of Corporation and/or Bylaws and the applicable laws of the State of Georgia, and has been duly approved by the vote of the holders of not less than two-thirds of the votes cast, or a majority of the voting power of the outstanding members of the Merged Corporation entitled to vote thereon, whichever is less.

7.4 Financial Statements. The Merged Corporation has made available to the Surviving Corporation all of the Merged Corporation's balance sheets and financial statements (collectively, the "Financial Statements") for the periods ending prior to the date of this Agreement. The Financial Statements fairly present the financial position of the Merged Corporation, the results of operations, shareholder's equity and changes in financial position of the Merged Corporation for the periods covered by such Financial Statements. The Financial Statements have been prepared in accordance with generally accepted accounting principles consistently applied during the periods or as of the dates involved, except as otherwise noted therein. Except as disclosed in the Financial Statements and in this Agreement, the Merged Corporation has no liabilities or obligations of any nature or kind, known or unknown, whether accrued, absolute, contingent, or otherwise. There is no basis for assertion against the Merged Corporation of any claim, liability or obligation not fully disclosed in the Financial Statements and in this Agreement. All prepaid items, if any, set forth in the Merged Corporation's Financial Statements have been properly accrued.

7.5 Tax Matters. The Merged Corporation has duly and timely filed with all appropriate federal, state and other tax returns, information returns and reports required to be filed by the Merged Corporation. The Merged Corporation has paid in full or provided for all taxes, including but not limited to all social security taxes, withholding taxes, sales taxes,

unemployment insurance taxes, personal property taxes, real property taxes, income taxes, and any other taxes, and any interest, penalties, assessments and deficiencies, owed by the Merged Corporation to all taxing authorities. A complete and correct copy of all income tax returns of the Merged Corporation, as filed by the Merged Corporation with the Internal Revenue Service (the "IRS") and all state taxing authorities (collectively, the "Returns"), have been made available to the Surviving Corporation. All information reported on the Returns is true, accurate and complete. All claims, if any, by the IRS or any state taxing authorities for taxes due and payable by the Merged Corporation have been paid by the Merged Corporation. The provisions for any accrued taxes are adequate for the payment of all of Merged Corporation's liabilities for unpaid taxes (whether or not disputed). The Merged Corporation is not a party to, and is not aware of, any pending or threatened action, suit, proceeding or assessment against it for the collection of taxes by any Governmental Agency.

7.6 Liabilities. Except as and to the extent specifically disclosed in the Financial Statements and in this Agreement, and except for trade payables or other similar liabilities arising in the ordinary course of business from the date of this Agreement through the Closing Date, the Merged Corporation has no other liability of any nature (whether accrued, absolute, contingent, known or unknown, determinable or not), except as specifically set forth on Schedule 8.13 attached hereto.

7.7 Legal Proceedings. There is no suit, action, litigation, proceeding, claim, arbitration or investigation by any government, governmental agency or other person (i) pending to which the Merged Corporation is a party, (ii) threatened against or relating to the Merged Corporation or any of the Merged Corporation's assets or businesses, (iii) challenging the Merged Corporation's right to execute, deliver, perform under or consummate the transactions contemplated by this Agreement, or (iv) asserting any other claims against the Merged Corporation, and there is no basis for any such action, suit, proceeding, claim, arbitration or investigation.

7.8 Title and Condition of Property. The Merged Corporation, and/or its wholly owned limited liability company, has sole and exclusive, good and merchantable title to all of its property and assets, real and personal, reflected in its Financial Statements, free and clear of all mortgages, liens, pledges, charges, or encumbrances of any nature whatsoever, except as reflected in said Financial Statements, and except (i) liens for current taxes not yet due and payable, and (ii) such imperfections of title, easements, and encumbrances, if any, as are not substantial in character, amount, or extent, and do not materially detract from the value or interfere with the present or proposed use of the property. There is no suit, action, or litigation, administrative, arbitration, or other proceedings, or any change in the zoning or building ordinances affecting the real property or threatened which might materially and adversely affect the Merged Corporation's ownership or operation of the property of the Merged Corporation. The Merged Corporation has complied with and is not in default in any material respect under any laws, ordinances, requirements, regulations, or orders applicable to its property. the Merged Corporation has received no written notice from any governmental entity citing the Merged Corporation for a violation of any law, ordinance, order, or regulation which is applicable to the present use and occupancy of the Property, and, to the Merged Corporation's knowledge, no such violation exists. the Merged Corporation has received no written notice of any actual or

threatened condemnation of the Property or any part thereof. There are no pending requests, applications or proceedings to alter or restrict the zoning or other use restrictions applicable to the property made by the Merged Corporation or to the best of the Merged Corporation's knowledge, by any third party. To the Merged Corporation's knowledge, the improvements on the Property and the present uses thereof are permitted structures and uses under all applicable zoning and building laws and ordinances and all declarations and covenants affecting the Property. The Property is free and clear of all mechanic's liens, liens, mortgages, or monetary encumbrances of any nature, except as expressly permitted in this Agreement, and no work has been performed or is in progress by the Merged Corporation, and no materials have been furnished to the Property or any portion thereof on behalf of or at the direction of the Merged Corporation, which might give rise to mechanic's, materialman's or other liens against the Property or any portion thereof, except which work or materials will be paid in full at or before Closing. the Merged Corporation has received no written notice from any governmental agency or person with respect to and, to the Merged Corporation's knowledge, there is not and has never been (i) any Hazardous Material release on the Real Property, or (ii) any investigation, administrative order, consent order, agreement, litigation, or settlement with respect to any Hazardous Material or Hazardous Material release that is in existence with respect to the Real Property. As used herein, "Hazardous Material" means any pollutant, hazardous, toxic or dangerous waste, substance, or material, or oil as currently defined for purposes of (a) the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, or (b) any other federal, state, or local law, ordinance, rule, bylaw or regulation applicable to the Property.

7.9 Certain Contracts. The Merged Corporation has not entered into any contracts or agreements to sell or mortgage all or any portion of the assets, real or personal, of the Merged Corporation.

7.10 Insurance. The Merged Corporation has and will maintain adequate liability insurance, and worker's compensation insurance through the Effective Date. The Merged Corporation has made available all insurance policies of the Merged Corporation, setting forth with respect to each policy the name of the insurer, a description of the policy, the dollar amount of coverages, the amount of the premium, the date through which all premiums have been paid, and the expiration date. Each insurance policy relating to the insurance referred to herein is in full force and effect, is valid and enforceable, and the Merged Corporation is not in breach of or in default under any such policy. Neither the Merged Corporation nor the Merged Corporation has any notice of or any reason to believe that there is or has been any actual, threatened, or contemplated termination or cancellation of any insurance policy relating to the insurance referred to herein. There are no claims which have been made under any of the above policies except as set forth herein. The Merged Corporation has not failed to give any notice or to present any claim under any insurance policy in a due and timely fashion.

7.11 Books and Records. The Merged Corporation has made available to the Surviving Corporation all of its tax, accounting, corporate and financial books and records. The books and records pertaining to the Merged Corporation's business made available to the Surviving Corporation are true, correct and complete, have been maintained on a current basis, and fairly reflect the basis for the Merged Corporation's financial condition and results of operations as set forth in the Financial Statements.

7.12 Bank Accounts and Safe Deposit Arrangements. The Merged Corporation has made available to the Surviving Corporation information of each checking account, savings account and other bank account and safe deposit boxes maintained by the Merged Corporation, and the names of all persons authorized to withdraw funds or other property from, or otherwise deal with, such accounts and safe deposit boxes.

7.13 No Changes Prior to Closing. From the date of this Agreement through the Effective Date, the Merged Corporation has not, and shall not engage in any activity or transaction other than in the ordinary course of business, except as contemplated by this Agreement. Without limiting the generality of the foregoing, the Merged Corporation has, and shall not, incur any debt (except for trade payables incurred in the ordinary course of business) or grant any security interest on any of its property, enter into any material contract, permit any material right to lapse, make any material change in compensation, or take any action that is not in the ordinary course of business.

7.14 Adverse Conditions. The Merged Corporation has no knowledge of any present or future condition, state of facts or has circumstances which has affected or may affect adversely the operations or property of the Merged Corporation or prevent the Merged Corporation from operating its business or owning its property in the same manner as it is currently operated or owned.

7.15 Full Disclosure. This Agreement (including the Exhibits hereto) does not contain any untrue statement of a material fact or omit to state any material fact necessary to make the statements contained herein not misleading. There is no fact known to the Merged Corporation which is not disclosed in this Agreement which affects the accuracy of the representations and warranties contained in this Agreement. The Merged Corporation shall promptly notify the Surviving Corporation of any event or circumstance which makes any representation or warranty by the Merged Corporation in this Agreement untrue.

SECTION 8

REPRESENTATIONS AND WARRANTIES OF SURVIVING CORPORATION

The Surviving Corporation represents and warrants to the Merged Corporation that as of the date of this Agreement and the Effective Date of the Merger:

8.1. Due Organization; Good Standing; Power. The Surviving Corporation is a nonprofit corporation duly organized, validly existing and in good standing under the laws of the State of Georgia, has full corporate power to carry on its business as it is now being conducted and to own and operate the properties and assets now owned or operated by it, and is duly qualified to do business and is in good standing in each jurisdiction where the conduct of its business or the ownership of its property requires such qualification. The Surviving Corporation has all requisite corporate power to enter into this Agreement and to perform its obligations under this Agreement.

8.2. Validity of Agreement. The Surviving Corporation has been duly authorized by its Board of Trustees and its members to execute, acknowledge, seal and deliver this Agreement, to consummate the transactions contemplated by this Agreement, and to take any and all other actions required to be taken by it pursuant to the provisions of this Agreement. This Agreement and all Exhibits to this Agreement are valid and binding upon and fully enforceable against the Surviving Corporation in accordance with their respective terms. Neither the execution, acknowledgment, sealing and delivery of this Agreement or any Exhibits to this Agreement, nor the consummation of the transactions contemplated by this Agreement or any Exhibit to this Agreement shall constitute any violation or breach of or default under the Articles of Incorporation or Bylaws of the Surviving Corporation or any order, writ, injunction, decree, law, statute, rule or regulation.

8.3 Approval by Members. The Surviving Corporation has _____ active voting members outstanding on its membership records as of the Effective Date of the Merger. This Agreement has been submitted to the members of the Surviving Corporation for their approval at a meeting in a Church in Conference properly called and assembled after requisite notice, in the manner provided by its Articles of Corporation and/or Bylaws and the applicable laws of the State of Georgia, and has been duly approved by the vote of the holders of not less than two-thirds of the votes cast, or a majority of the voting power of the outstanding members of the Surviving Corporation entitled to vote thereon, whichever is less.

8.4 Full Disclosure. This Agreement (including the Exhibits hereto) does not contain any untrue statement of a material fact or omit to state any material fact necessary to make the statements contained herein not misleading. There is no fact known to the Surviving Corporation which is not disclosed in this Agreement which affects the accuracy of the representations and warranties contained in this Agreement. The Surviving Corporation shall promptly notify the Merged Corporation of any event or circumstance which makes any representation or warranty by the Surviving Corporation in this Agreement untrue.

SECTION 9

SURVIVAL OF REPRESENTATIONS AND WARRANTIES

The representations and warranties of the Merged Corporation and Surviving Corporation contained in Sections 7 and 8 of this Agreement shall survive the Effective Date of this Agreement.

SECTION 10

TERMINATION

At any time prior to the filing of Articles of Merger or a Certificate of Merger by the Secretary of State of Georgia, the Board of Trustees of FBC EVANS or FBC AUGUSTA may terminate and abandon this Agreement, notwithstanding favorable action on the merger by the members of either such Constituent Corporation or earlier approval by the Board of Trustees of such Constituent Corporation. Without limiting the generality of the foregoing, the Board of

Trustees of FBC EVANS or FBC AUGUSTA may terminate and abandon this Agreement at any time prior to such filing if the representations or warranties contained herein are not true and correct in all material respects as of the Effective Date or if the requisite approvals of other persons, if any, as provided in the Articles of Incorporation of FBC EVANS or FBC AUGUSTA is withdrawn, pursuant to O.C.G.A. § 14-3-1103(g) in connection with the merger.

SECTION 11

MISCELLANEOUS

11.1. Entire Agreement. This Agreement (including the Exhibits) constitutes the full, entire and integrated agreement between the parties to this Agreement with respect to the subject matter, and supersedes all prior negotiations, correspondence, understandings and agreements among the parties to this Agreement respecting the subject matter.

11.2. Amendment; Waiver. No provision of this Agreement may be amended, waived or otherwise modified without the documented prior written consent of all of the parties to this Agreement. No action taken pursuant to this Agreement, including any investigation by or on behalf of any party, shall be deemed to constitute a waiver by the party taking such action of compliance with any representation, warranty, covenant or agreement contained in this Agreement. The waiver by any party of a breach of any provision or condition contained in this Agreement shall not operate or be construed as a waiver of any subsequent breach or of any other conditions.

11.3. Binding Effect; Benefit. This Agreement shall inure to the benefit of and be binding upon the parties to this Agreement and their respective heirs, successors, assigns and legal representatives.

11.4. Severability. Any provision of this Agreement which is held by a court of competent jurisdiction to be prohibited or unenforceable shall be ineffective to the extent of such prohibition or unenforceability, without invalidating or rendering unenforceable the remaining provisions of this Agreement.

11.5. Section Headings. The section and other headings contained in this Agreement are for reference purposes only and shall not affect the meaning or interpretation of this Agreement.

11.6. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which together shall be deemed to be one and the same Agreement.

11.7. Further Assurances. The parties hereto agree to execute and deliver, after the date of this Agreement, without additional consideration, such further assurances, instruments and documents, and to take such further actions, as the other parties may reasonably request in order to fulfill the intent of this Agreement and the transactions contemplated by this Agreement.

11.8. Legal Counsel and Fees. W. Lawrence Fletcher has acted as legal counsel to the FBC AUGUSTA in connection with this Agreement and the transactions contemplated thereby. John Donsbach has acted as legal counsel to the FBC EVANS in connection with this Agreement and the transactions contemplated thereby. Except as otherwise expressly provided in this Agreement, or unless otherwise mutually agreed upon by the parties, each party shall pay its respective legal fees and related costs arising out of the negotiation, preparation and review of this Agreement and the other documents and transactions contemplated by this Agreement.

11.9. Notices. Any notice under this Agreement shall be in writing and shall be delivered in person or deposited in the U.S. mail, registered or certified, postage prepaid and addressed to the parties as follows:

11.9.1. To Merged Corporation:

First Baptist Church of Evans, Incorporated
Attention: Philip Hedgecoth
515 North Belair Road
Evans, Georgia 30809

With a copy to:

W. Lawrence Fletcher, Esq.
Fletcher, Harley & Fletcher, LLP
3529 Walton Way Extension
Augusta, Georgia 30909

11.9.2. To the Surviving Corporation:

First Baptist Church of Augusta, Inc.
Attention: Will Dyer
3500 Walton Way Extension
Augusta, Georgia 30909

With a copy to:

John A. Donsbach
Donsbach Law Group, LLC
P. O. Box 212139
Martinez, Georgia 30917

11.10. Time of the Essence. Time is of the essence in the performance of the terms and provisions of this Agreement and the transactions contemplated by this Agreement.

11.11. Applicable Law. This Agreement and the legal relations between the parties shall be governed by and construed in accordance with the laws of the State of Georgia.

IN WITNESS WHEREOF, the Constituent Corporations have each caused this Agreement to be executed, their respective corporate seals to be affixed and the foregoing attested, all by their respective duly authorized officers, as of the date first written.

FIRST BAPTIST CHURCH OF EVANS, INCORPORATED

By: _____
As Its: President

Attest: _____
As Its: Secretary

[Corporate Seal]

FIRST BAPTIST CHURCH OF AUGUSTA, INC.

By: _____
W. Edward O'Neal
As Its: President

Attest: _____
W. Lawrence Fletcher
As Its: Secretary

[Corporate Seal]

Addendum I

INVESTMENT POLICY STATEMENT FOR MISSION & MINISTRY IN EVANS ENDOWMENT FUND AND MISSION & MINISTRY BEYOND EVANS ENDOWMENT FUND OF FIRST BAPTIST CHURCH EVANS, GA

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Investment Policy Statement

I. Background, Organization and Mission

The Ministry & Mission in Evans Endowment Fund and The Ministry & Mission Beyond Evans Endowment Fund were established on _____, 2023 by the First Baptist Church of Evans to ensure that even without the Church's physical buildings and property, the community of Evans, Georgia continues to receive ministry and mission outreach efforts as the Evans Outreach Team continues seeking to fulfill the Great Commission. In addition, the Ministry & Mission in Evans Fund shall finance the costs and the care and maintenance of the First Baptist Church of Evans cemetery. The Ministry & Mission Beyond Evans Endowment Fund will be used at the discretion of First Baptist Church of Augusta to support ministry and mission wherever it best fits the vision and purpose of the church; from Augusta to the ends of the Earth.

II. Purpose

The purpose of this Investment Policy Statement ("IPS") is to establish a clear understanding between **First Baptist Church of Evans, First Baptist Church of Augusta** and **John P. Rhodes, CFA**, at **Charles Schwab & Co.**, 630 Crane Creek Drive Suite 305, Augusta, Georgia 30907 ("Investment Adviser") of the investment objectives and policies applicable to the Ministry & Mission in Evans Endowment Fund and the Ministry & Mission Beyond Evans Endowment Fund assets (the "Funds") held by Charles Schwab & Co. This IPS:

- Outlines the Funds' goals and provides the framework for a disciplined approach to investing;
- Establishes reasonable expectations, objectives and guidelines for the investment of the Funds;
- Sets forth an investment structure detailing permitted asset classes, expected allocation among asset classes and purposeful segmentation of assets;
- Encourages effective communication between the Investment Adviser and the Investment Committee;
- Creates a well-diversified asset mix that can be expected to generate acceptable long-term returns at a level of risk suitable to the Investment Committee; and

- Establishes the criteria for monitoring performance of the investments.

This IPS is not a contract, but rather is intended to be a summary of an investment philosophy that provides guidance for the Investment Committee and the Investment Adviser.

III. Roles and Responsibilities

A. Roles and Responsibilities of the Investment Committee

The Investment Committee has the responsibility of allocating the assets of the Funds and monitoring the investment results of the Funds. Accordingly, the Investment Committee shall monitor adherence of the Investment Adviser's recommendations to the "Prudent Investor Rule" and other such laws and regulations that may apply now or in the future to the investment of the Funds. More specifically, the Ministry & Mission in Evans Endowment Fund and the Ministry & Mission Beyond Evans Endowment Fund will be managed on a total return basis, consistent with the applicable standard of conduct set forth in the Uniform Prudent Management of Institutional Funds Act (UPMIFA) adopted by the state of Georgia on July 1, 2008.

Policy guidelines may be amended from time to time by the Investment Committee after consideration of the advice and recommendations of the Investment Adviser and approval from the Trustees of First Baptist Church of Augusta. All modifications of policy guidelines shall be in writing and documented by the Investment Committee.

B. Roles and Responsibilities of Investment Adviser

The Investment Adviser is responsible for assisting the Investment Committee in formulating an appropriate investment policy based on the needs, objectives and risk profile of the Funds. Further, Investment Adviser shall serve as the non-discretionary investment advisor to the Funds until his resignation or termination by the Investment Committee.

Specifically, Investment Adviser shall be responsible for:

- Advising the Investment Committee about the selection of and allocation to asset categories, investments and managers for the Funds;
- Identifying and recommending specific investments within each asset category;
- Upon direction from investment committee, rebalancing allocations to specific investments;
- Monitoring the performance of all selected asset categories, and investments;
- Periodically reviewing the appropriateness of the investments for the Funds;
- Preparing and presenting appropriate reports;
- Meeting in person with the Investment Committee at least twice each year, and at other times deemed necessary at the Investment Committee's request; and
- Recommending and implementing changes to any of the above.

The Investment Adviser shall not receive any compensation directly from the Funds nor from any of the Funds' investments. The Investment Adviser is compensated by Charles Schwab & Co. with such compensation determined primarily by total market value of account assets assigned to his branch multiplied by Schwab's average cash yield from all assets assigned to Schwab's independent branch network.

IV. Investment Objectives

The Funds' primary investment objective is produce a total rate of return on investment that it enables the fund to maintain a 4% annual spending policy while maintaining and growing its assets over time. A secondary objective is to provide long term growth of capital to grow the amount of funds available to be disbursed each year. A third objective is preservation of principal. It is understood that the Funds could experience relatively minor declines in market value to position for better rates of return. Another consideration and objective of the Funds is to prudently manage risk by diversifying investments to reduce overall volatility.

V. Time Horizon

The Funds' investment time horizon is in excess of ten years. The Investment Committee recognizes the possibility of principal loss due to the fluctuation of asset values over shorter periods of time. However, historical asset class return data suggests that the risk of principal loss over a holding period of at least ten years can be minimized with the long-term investment mix employed under this IPS.

VI. Risk Tolerance

The Investment Committee recognizes that higher returns involve higher volatility and the Investment Committee has indicated a willingness to tolerate some volatility (based on the target allocation of the Funds) in order to optimize the total return of the Funds. The Funds will be managed in a manner that seeks to reduce principal fluctuations over the established time horizon and that is consistent with the stated objectives. It has been demonstrated that risk is best minimized through diversification of assets.

VII. Investment Guidelines

A. Asset Allocation

Academic research suggests that the decision to allocate assets among various asset classes will far outweigh security selection and other decisions that impact portfolio performance. After reviewing the long-term performance and risk characteristics of various asset classes and balancing the risks and rewards of market behavior, the asset classes shown below were selected to achieve the objectives of the Funds. No guarantees can be given about future performance, and this IPS shall not be construed as offering such guarantee.

The asset class targets show the approved investment levels associated with the Funds' investment objectives. Within each of these asset categories, sub-asset classes and strategies, which are expected to act and react in combination, may be used. The portion of the Funds invested in each sub-class and strategy will change periodically to reflect Investment Adviser's recommendations so long as each asset class remains within the acceptable ranges listed and the Investment Committee has directed the changes to be made. Any proposed investment changes must be approved by the Investment Committee in writing prior to being implemented.

	Target Allocation	Lower Limit	Upper Limit
Equity	55%	30%	70%
Fixed Income	40%	26%	60%
Cash Equivalent	5%	4%	10%

Upon establishment of the Funds, their initial asset allocation will be determined by first allocating to Cash Equivalents the amount that is scheduled to be disbursed over the upcoming twelve months. Next, the Investment Adviser will recommend an allocation to Fixed Income in the amount required to yield enough investment income to replace the amount projected to be disbursed from Cash Equivalents. Finally, the Investment Adviser will make a recommendation for the balance of assets to Equity for growth or to Fixed Income to generate incremental income as appropriate for the current and expected economic environment. In the present economic environment, the Fund's initial Asset Allocation is expected to be:

Equity:	36%	(Projected rate of return: 12%)
Fixed Income:	60%	(Projected rate of return: 6%)
Cash Equivalent:	4%	(Projected yield: 4%)

It is anticipated the above allocation should produce a rate of return of approximately 8% in the Fund's first year of operation.

B. Investments

The following investment vehicles may be utilized for the investment of the Funds: mutual funds, exchange traded funds, collective trust funds, unit trusts, managed accounts, publicly traded partnerships, investment trusts, REITs, commodity mutual funds and individual securities including but not limited to money market instruments, CDs, bonds, preferreds and common stock. The actual weightings of these investments can and will vary but should not exceed the upper limits set forth above. No more than 10% of the Funds' total assets may be invested in a single security (stock or bond) nor 25% of the Funds' total assets invested in a specific fund.

C. Adjustment To Target Allocation

From time to time, market conditions may cause the portfolio's investments to vary from the established allocations. To remain

consistent with the asset allocation guidelines established by this IPS, each broad asset class in which the Funds invest shall be reviewed by Investment Adviser for potential rebalancing back to target or initial allocations.

D. Benchmarks

The objectives of the total portfolio of the Funds are to achieve a total return exceeding a blended benchmark comprising the following indices:

- 40% Russell 3000 Index and/or Standard & Poor's 500 Index
- 55% Bloomberg U.S. Aggregate Bond Index
- 5% Informa IMN Prime Category Average

The objective of the Cash Equivalents portfolio of the Funds is to protect pending disbursements from market volatility and to achieve a total return exceeding that of the Informa IMN Prime Category Average.

The objective of the fixed income portfolio of the Funds is to replace the funds disbursed from the Cash Equivalent portion of the Funds and to achieve a total rate of return exceeding that of the Bloomberg U.S. Aggregate Bond Index.

The objective of the Equity portfolio of the Funds is to achieve a total return exceeding that of the Russell 3000 Index and/or Standard & Poor's 500 Index.

VIII. Evaluation and Review

The objective of the evaluation and review process is to monitor the progress of the investments of the Funds. Performance will be measured and reviewed by the Investment Committee. With a view toward a three to five year performance horizon, Investment Adviser will review and report to the Investment Committee no less often than annually that:

- The total portfolio of the Funds are achieving the stated objectives;
- Investment Adviser's recommendations are performing satisfactorily in relation to both objectives set forth herein and the recognized market indices;
- Investment Adviser's recommendations are adhering to these guidelines;

- The overall policies and objectives continue to be appropriate, reasonable and achievable.

IX. Communications and Client Service

Investment Adviser shall provide to the Investment Committee the following information:

- Portfolio performance results over the most recent quarter and a year-to-date basis, as well as over a rolling one, three, five and ten year period (if applicable);
- Performance results of each individual investment for the same periods;
- Performance results of comparative benchmarks and blended benchmarks for the same periods; and
- Performance results on a time-weighted rate of return basis.

X. Disbursements from Endowment Funds

Once the endowments are established, 4% will be withdrawn for immediate disbursement to the designated funds. In the following January, (January of the year after the year of the merger), 4% of the average of the January 1 (starting) balance and the December 31 (ending) balance will be disbursed. In the subsequent year, 4% of the average of the first year's January 1 (starting) balance, the first year's December 31 (intermediate) balance and the second year's December 31 (ending) balance will be disbursed. In the following and all subsequent year's 4% will be disbursed in January of each year based upon the average year-end balance of the preceding three calendar years.

Once cash has been disbursed from either Endowment Fund, the distribution or use of those funds will be governed by the Guidelines for Use of the First Baptist Church of Evans Endowment Fund for Ministry in Evans, Georgia document and the Guidelines for Use of the First Baptist Church of Evans Endowment Fund for Ministry Beyond Evans, Georgia document for each of the respective Funds.

Addendum II

First Baptist Church of Augusta
Guidelines for Use of the
First Baptist Church of Evans
“Ministry & Mission in Evans” Endowment Fund

I. Introduction

A. Definition of Missions

The First Baptist Church of Evans affirmed **missions** as any undertaking in a cross-cultural setting beyond our local congregation that seeks to fulfill the Great Commission by proclaiming the Gospel of Christ, making disciples, and gathering these disciples into local congregations, while relating to the needs of the total person—spiritual, physical, emotional, and social.

B. Biblical Basis for Missions

The following Scriptures describe the purpose for missions activities:

- Jesus response about the greatest commandment is “‘Love the Lord your God with all your heart and with all your soul and with all your mind.’ This is the first and greatest commandment. And the second is like it: ‘Love your neighbor as yourself.’ All the Law and the Prophets hang on these two commandments.” (Mathew 22:37-39)
- To fulfill the Great Commission of Jesus Christ to go and make disciples throughout the world. (Genesis 12:1-3, Mathew 9:35-38, Mathew 28:18-20, Mark 16:15, Luke 24:47, and John 20:21)
- To demonstrate Christ’s compassionate heart for those in need. (Deuteronomy 15:7-11, Isaiah 58:5-11, Isaiah 61:1-2, and Mathew 25:31-46)
- To encourage personal evangelism through relationships. (1Corinthians 9:19-23)
- To mobilize our resources so that all can hear and understand the Gospel (Good News) in their own language. (Romans 10:13-15)
- To be Christ’s witnesses in our Jerusalem, Judea, Samaria, and the Ends of the Earth. (Acts 1:8)

C. Purpose

The purpose of our missions efforts is to win individuals and communities to the Lord, equip them in the faith, and establish them as ministering members of the Body of Christ. The Evans Outreach Team shall seek to make use of the FBC Evans Endowment Fund in light of this purpose statement.

D. Values

The following values will inform and guide our mission efforts and our choice of partnerships:

- **Jesus is at the center of everything we do.** Our goal is not just to do or support good deeds, but to share through words and deeds the good news that Jesus Christ is Lord. We will choose work and partners through which we can share a fair account of that good news.
- **All people matter.** We want to love and value those Jesus loves and values. That includes all people. We note that while on earth Jesus was most often in fellowship with those on the margins. Those will be our people, too.
- **We will practice empowering compassionate service.** The “Oath for Compassionate Service” (Toxic Charity, Robert D. Lupton) will be a guide:

- Don't do for the poor what they have (or could have) the capacity to do for themselves.
- Limit one-way giving to emergency situations.
- Strive to empower the poor through employment, lending, and investing, using grants sparingly to reinforce achievements.
- Subordinate our self-interest to the needs of those being served.
- Listen closely to those we seek to help, especially to what is not being said—unspoken feelings may contain essential clues to effective service.
- Above all, do no harm.

E. Purpose of these Guidelines

The purpose of these guidelines shall be to provide a strategy that will enable First Baptist Church of Augusta to:

- stay on course in being true to the missions purpose of both FBC Evans and FBC Augusta
- avoid making important decisions on an emotional or haphazard basis
- maintain consistency as team membership and church staff changes
- ensure good stewardship in the allocation of missions funds.

These guidelines are a statement of principles, not a rigid set of rules. At times, exceptions will need to be made. When that occurs, a two-thirds vote of the Evans Outreach Team will be required to adopt the exception. The Area of Service (item II) may not be changed.

F. Investment Policy Statement

The endowment's founders established an Investment Policy Statement to guide the Trustees on the investment of assets to provide funding for the work of the Evans Outreach Team. The Investment Policy Statement documents the manner in which funds will be invested and the manner in which funding will be available for the Evans Outreach Team. The Investment Policy Statement states the objectives of the endowment, the investment goals and strategies, as well as, the permissible asset allocation, risk tolerance and liquidity requirements of the endowment. The Investment Policy Statement also specifies the monitoring and control procedures in place to ensure the endowment remains positioned to achieve its long-term objectives.

The endowment's Investing Committee determines the amount that will be disbursed from this fund each year according to established guidelines. However, the Evans Outreach Team may submit to the Investing Committee a request for a different amount in the event of a special qualifying opportunity. The decision will rest with the Investing Committee.

II. Area of Service

All ministry and missions efforts supported by this fund shall be of primary benefit to the people of the Evans, Georgia, community.

All distributions from this fund shall carry the attribution of the legacy of the First Baptist Church of Evans. As often as possible and appropriate, ministry efforts from the endowment shall be publicly noted as being part of the legacy of the First Baptist Church of Evans.

In addition to the above, this fund shall finance the costs of the care and maintenance of the First Baptist Church of Evans cemetery.

III. Evans Outreach Team

A. Responsibilities

The Evans Outreach Team is responsible for recommending and/or approving disbursements from the FBC Evans Endowment Fund. The Evans Outreach Team champions planning and resourcing ministry and mission in the Evans community. The Team coordinates with the Missions Development Council to:

1. Investigate, develop, and/or implement strategies
2. Promote and facilitate short-term projects and long-term partnerships
3. Receive requests for use of the endowment earnings. Requests approved by the Team will be recommended to the Finance Committee for disbursement.

B. Team Membership

The following make up the Evans Outreach Team:

1. Former FBC Evans Active Members—Former members of FBC Evans who have joined FBC Augusta and who qualified as active members of FBC Evans at the time of merger will be eligible to serve on the Evans Outreach Team. As participation on the Team by former members of FBC Evans dissipates, membership will be assumed by FBC Augusta members as described in #3 below.
2. FBC Augusta Leaders—A designated leader of the church's Missions Development Council and a designated member of the ministerial staff will serve on this Team.
3. FBC Augusta Members—As participation on the Team by former members of FBC Evans dissipates, membership will be assumed by
 - a. designated FBC Augusta mission leaders
 - b. designated members who live or work in the Evans community
 - c. other designated members who are committed to ministry and missions in the Evans community.

A team member's primary qualification is a commitment to ministry and missions in the Evans community. As far as possible, at least 50% of the members of this Team shall be members who live or work in the Evans community.

C. Terms of Office

The term of service is to be three years. The Evans Outreach Team is to be appointed by the Committee on Committees and presented to the annual December Church in Conference for approval. At the discretion of the Committee on Committees, members may be reappointed for a subsequent term of service.

IV. Financial Policies and Administration

A. Disbursement of Financial Support

Financial support to partner organizations or missionaries from The Evans Outreach Team is approved in accordance with approved funding criteria and is reviewed on an annual basis. Continued financial support or changes are based on need, availability of funds, ministry performance, and alignment with the purpose of First Baptist Church of Augusta. The Evans Outreach Team requests funds to be disbursed by the financial manager and disbursements are reported to the Finance Committee at the monthly meeting.

B. Financial Accountability

The Evans Outreach Team shall be wise stewards as they make financial decisions in support of missions activities to achieve the purposes of First Baptist Churches of Evans and Augusta. It is sensible to expect financial accountability with various individuals, groups, or organizations that we support as a church. This accountability considers the following:

1. We work with recognized and accountable individuals, groups, and organizations that match the goals and objectives of First Baptist Church of Augusta.
2. We review prospective missions organizations for sound financial and administrative practices and cost effectiveness.
3. We require missionaries to provide an annual budget for living and ministry expenses along with their ministry plan with goals and objectives.
4. We expect regular contact with those individuals, groups, and organizations that we support.
5. We meet the standards of the Evangelical Council for Financial Accountability (ECFA) or similar standards.

C. Funding Criteria

The Evans Outreach Team uses their collective wisdom, prayer, input from the ministerial staff, and the following objective criteria to guide decision-making when allocating missions funds:

1. The activity meets the purpose of First Baptist Church of Augusta and its ministry and mission, and the ministry and mission legacy of the First Baptist Church of Evans.
2. All individuals, groups, and organizations inside and outside the church must complete Appendix A, "Application for Support," and provide financial, program, and project information before funding is reviewed and approved.
3. All individuals, groups, and organizations must be Christ-focused in their ministry to the whole person with the primary purpose to propagate the Gospel of Jesus Christ.
4. Funds are only provided to those individuals, groups, or organizations that show financial responsibility and accountability for their resources. We will not support those that spend more than 30% of their funds on administrative and fundraising costs.

D. Funding Levels

First Baptist Church of Evans believes financial support of missionaries and missions organizations should be significant enough to rightfully call a missionary "our missionary" and a missions organization "our partner." The Evans Outreach Team will not dole out financial support in small amounts just to say we support a larger number of missionaries/missions organizations. We will use the following guidelines in providing financial support to those missionaries and missions organizations that we accept:

1. Missionaries –We may support a missionary on the field in the Evans community. If we do, we will strive to support them for a minimum of three years.
2. Mission organizations – Our funding commitment will last for one year and may be renewed.
3. Short-term Mission Projects – As for all funding requests, project leaders will submit a completed "Application for Support" in order to be considered for funding.

Honoraria and love offerings will be given to mission guests that present or preach and who are not applying for ongoing support. The amounts of these gifts will be determined by the Evans Outreach Team.

V. Missionary Support

A. Introduction

First Baptist Church of Augusta may sponsor and support missionaries to serve the Evans community.

B. Candidates for Support

Candidates sponsored and supported by the church shall undergo evaluation and assessment of several aspects of their life to determine their readiness for field service or seminary attendance. Candidates should consider the following to prepare and sustain them:

1. A strong and thriving spiritual life
2. A strong and stable marital relationship and/or family life
3. Stable financial status
4. Practical experiences that exercises the candidate's faithfulness, skills, gifts, and attitude
5. An appropriate educational background for service
6. A mission organization or church under which to serve.

C. Responsibilities of the Church to the Missionary

First Baptist Church of Augusta may support missionaries through existing missions organizations. Responsibilities to all of our missionaries include:

- Remember the missionary in prayer
- Communicate at least once a month
- Promote the work of the missionary within the church
- Encourage the missionary
- Help in the evaluation of the missionary
- Provide the money which has been promised in a timely and orderly fashion
- Work toward a Kingdom Partnership affiliation with the missionary and his or her agency

For those missionaries called out of our church, we will not simply turn them over to a mission organization. We will work in conjunction with the mission organization to provide a "home team" by providing pastoral guidance, promoting their ministry to and beyond our congregation, continue to afford them all the privileges and benefits of a church member, remembering special events in their lives, providing assistance in maintaining their support base, and otherwise keeping them connected to us.

Financial support for specific missionaries from individuals, Sunday school classes, and children's, youth, men's, and women's ministries and fellowship groups is encouraged.

D. Responsibilities of the Missionary to the Church

Missionaries and seminary students are responsible to the church for the following:

- Complete and submit an application for financial support including an annual budget for living and ministry expenses
- Submit a ministry plan with goals and objectives
- Plan for regular contact with First Baptist Church of Augusta
- Be available to visit First Baptist Church of Augusta at least once a quarter
- Inform First Baptist Church of Augusta of changes in their assignment location or role.


E. Financial Disclosure

Missionaries supported by First Baptist Church of Augusta may request and receive a list of their supporters. The names of supporters are provided but not the level of financial support. However, this information is not available to mission agencies, other church organizations, or individual missionaries who are not members of First Baptist Church of Augusta.

Appendix A, Evans Outreach Application for Support **Missions Support Application** **First Baptist Church of Augusta**

"You will be my witnesses in Jerusalem, Judea, Samaria and to the ends of the earth." (Acts 1:8)

This application is used to identify, review, and evaluate funding for missionaries, missions, organizations, groups, and special projects to be considered by the Evans Outreach Team of the First Baptist Church of Augusta. Funding is determined annually based on available funds and approved by the Evans Outreach Team.

Missionary Name:			Organization Name:		
Address:			Address:		
City:	ST:	Zip:	City:	ST:	Zip:
Telephone:			Contact Person:		
E-mail:			Telephone:		
Check one: <input type="checkbox"/> Preparing for 1 st term <input type="checkbox"/> Currently on field (since ____/____) <input type="checkbox"/> Between terms ____ and ____			E-mail:		
Fill in your missions organization data in the box to the right 			Is this organization a member of ECFA? Yes <input type="checkbox"/> No <input type="checkbox"/>		
Ministry Focus: (Please write a brief summary of the primary focus of your ministry or project): 					
Where <u>in Evans</u> is your ministry located? 					
Who are the people groups and/or population segments being reached by your ministry? 					

What are the primary strategies employed in your ministry? (Check category and write a 1- or 2-sentence description of how the strategy is implemented. Provide additional explanation if needed.

- Church Planting.....☐
Church Strengthening.....☐
Community Development ..☐
Discipleship☐
Evangelism☐
Humanitarian Aid.....☐
Leadership Development...☐
Medical☐
Other (Describe right)☐

Describe Other:

What impact/outcome have you seen (or do you hope to see) from your ministry? (I.E. How do you measure fruitfulness/effectiveness?)

What are the financial needs of your ministry or project?

Total Needed \$ _____ per month/quarter/year (circle one)
Balance Needed\$ _____ per month/quarter/year (circle one)

Total Needed \$ _____ one time gift
Balance Needed \$ _____ one time gift

Total Needed \$ _____ Other
Balance Needed \$ _____ Other (please describe):

Other than prayer and financial support, what are 2 or 3 practical ways our church members can assist or support your ministry?

Is there a possibility of Short Term Teams assisting your ministry? Yes ☐ No ☐

If "Yes," what might our church members do on a short-term mission trip?

Signed: _____ Date: _____

Please submit by mail or email to:

*This Application may be modified for future needs as long as it follows these Fund Guidelines in requesting relevant and necessary information.

Addendum III

**First Baptist Church of Augusta
Guidelines for Use of the
First Baptist Church of Evans Endowment Fund
for Mission & Ministry Beyond Evans, Georgia**

I. Purpose

The purpose of this endowment is to continue the mission and vision of the First Baptist Church of Evans, Georgia, through the like-minded ministry and mission work of the First Baptist Church of Augusta, Georgia.

Mission

The mission of the First Baptist Church of Evans:

Love God.

Love people.

Help people have abundant life in Jesus Christ.

Vision

The vision of the First Baptist Church of Evans is to engage in an ongoing adventure of faith to glorify God and to expand the kingdom of God so that all people may know God and experience abundant life in Jesus Christ (John10:10b). This adventure of faith will be pursued as we join with God in a holistic ministry to meet the spiritual, mental, physical, and social needs of people (Luke 2:52).

II. Investment Policy Statement

The endowment's founders established an Investment Policy Statement to guide the Endowment Recommending Team on the investment of assets to provide funding for the ministry and missions work of the First Baptist Church of Augusta, while also honoring the legacy of the First Baptist Church of Evans.

The Investment Policy Statement documents the manner in which funds will be invested and the manner in which funding will be available for this work. The Investment Policy Statement states the objectives of the endowment, the investment goals and strategies, as well as the permissible asset allocation, risk tolerance and liquidity requirements of the endowment. The Investment Policy Statement also specifies the monitoring and control procedures in place to ensure the endowment remains positioned to achieve its long-term objectives.

The endowment's Investing Committee determines the amount that will be disbursed from this fund each year according to established guidelines. However, those authorized to spend the disbursements may submit to the Investing Committee a request for a different amount in the event of a special qualifying opportunity. The decision will rest with the Investing Committee.

III. Area of Service

Funds made available by this endowment will be used at the discretion of First Baptist Church of Augusta to support ministry and mission wherever it best fits the vision and purpose of the church—from Augusta to the ends of the earth.

It is the vision of the endowment founders that these funds be used to directly support mission and ministry actions on and beyond the church campus. We understand that missions and ministry sometimes requires building or maintaining infrastructure on the church campus. Such infrastructure expenses should not exceed 25% of the spending from this fund within a funding year, if at all.

All distributions from this fund shall carry the attribution of the legacy of the First Baptist Church of Evans. As often as possible and appropriate, ministry efforts from the endowment shall be *publicly* noted as being part of the legacy of the First Baptist Church of Evans.

IV. Requests for Disbursements

Requests for disbursements of available funds are to be presented to and approved by the Finance Committee. Members of the ministerial staff make these requests, representing the needs and desires of committees, church members, and community organizations. The Trustees are tasked with oversight to affirm disbursements align with the expressed intent of the established endowment.

Addendum IV
First Baptist Church of Evans Cemetery
Guidelines for Oversight and Care by First Baptist Church of Augusta

Members of FBC Evans offer the following guidelines for the ongoing care of the Cemetery:

1. FBC Augusta will take ownership of the FBC Evans cemetery upon merger of the two churches.
2. After the merger, designated staff member(s) or leader(s) of FBC Augusta will perpetually oversee the operation and care of the cemetery.
3. FBC Evans will provide FBC Augusta with our cemetery policies, practices, and insights for their consideration in developing their policies and procedures for caring for the cemetery.
4. FBC Augusta may change the design of the cemetery layout as needed and appropriate for its intended ministry purposes, including needs for cremation interment, for example.
5. FBC Augusta will indefinitely continue to make burial space available for sale to individuals who were FBC Evans members at the time of the merger, and close relatives of those who are interred there.
6. FBC Augusta may also, as they choose, make burial space available for sale to FBC Augusta members.
7. We also encourage FBC Augusta to use the cemetery for benevolent ministry, providing burial space for individuals and families who otherwise cannot afford burial space, particularly for those among the FBC Evans membership, the FBC Augusta membership, and other members of the Evans community.
8. If FBC Augusta chooses to increase the price of burial space, people who were FBC Evans members at the time of the merger will still, indefinitely, be able to purchase at FBC Evans' traditional price--\$500 per section or \$100 per individual plot.
9. Funding for the care, maintenance, repair, or improvements of the cemetery will come from the Endowment Fund for Ministry & Mission in Evans annually. All income from the sale of burial spaces will be deposited into the fund allocated for this endowment's use.
10. FBC Augusta will erect a modest, aesthetically pleasing, sturdy, permanent sign at the cemetery marked "First Baptist Church of Evans Cemetery," perhaps with a smaller designation stating that the cemetery is owned or managed or overseen by the First Baptist Church of Augusta. This sign will serve as one reminder of the historical presence and legacy of FBC Evans. The sign will be erected within two years after the date of the merger. The funds for the erection of this sign will come from the Endowment Fund for Ministry & Mission in Evans.

Additional Notes:

1. FBCE has or shall inform all current members that if they wish to purchase plots in the church cemetery, now, before the merger, is a good time to do so. Plots will still be available for purchase after the merger, but other people may have the opportunity to purchase plots at that time.
2. FBC Evans' policies state that only members of FBCE may purchase sections of plots in the cemetery. We changed that policy on December 18, 2022, so that non-FBCE member individuals whose close relatives (living or deceased) already own plots in the cemetery, may also purchase plots. We have required the purchase of 5-plot sections at a cost of \$500. We still recommend that arrangement. However, we will now begin to offer individual plots for \$100 within one or more designated sections.