

**PLAN AND AGREEMENT OF MERGER
BETWEEN ST. PETER'S CONGREGATION EVANGELICAL LUTHERAN CHURCH,
BETHLEHEM, PA, AND ST. JOHN'S WINDISH EVANGELICAL LUTHERAN
CHURCH, BETHLEHEM, PA AND LIGHT OF CHRIST LUTHERAN CHURCH,
BETHLEHEM, PA UNDER THE NAME OF BLESSED TRINITY LUTHERAN
CHURCH**

This Plan and Agreement of Merger ("Plan of Merger"), dated as of _____ 2023, is between ST. PETER'S CONGREGATION EVANGELICAL LUTHERAN CHURCH, a Pennsylvania non-profit (non-stock) corporation ("SPLC"), and ST. JOHN'S WINDISH EVANGELICAL LUTHERAN CHURCH, a Pennsylvania non-profit (non-stock) corporation ("SJLC"), AND LIGHT OF CHRIST LUTHERAN CHURCH, a Pennsylvania non-profit (non-stock) corporation ("LCLC"). Pursuant to this Plan of Merger, SPLC, SJLC and LCLC shall, upon the terms hereof, be merged with one another to form a new Pennsylvania non-profit (non-stock) corporation to be known as BLESSED TRINITY LUTHERAN CHURCH.

BACKGROUND

- A. SPLC is a non-profit (non-stock) corporation duly organized and existing in good standing under the laws of the Commonwealth of Pennsylvania.
- B. SJLC is a non-profit (non-stock) corporation duly organized and existing in good standing under the laws of the Commonwealth of Pennsylvania.
- C. LCLC is a non-profit (non-stock) corporation duly organized and existing in good standing under the laws of the Commonwealth of Pennsylvania.
- D. The Congregation Councils of SPLC, SJLC and LCLC deem it to be in the best interests of each corporation for SPLC, SJLC and LCLC to merge to form a new Pennsylvania non-profit (non-stock) corporation, as authorized by the statutes of the Commonwealth of Pennsylvania and in accordance with the terms and conditions set forth in this Plan of Merger.
- E. The Congregation Councils of SPLC, SJLC and LCLC have approved and agreed to this Plan of Merger, and hereby submit the same to the Members of each corporation's congregation for approval in accordance with applicable law.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, and intending to be legally bound hereby, the parties agree as follows:

1. Merger and Name of New Corporation. In accordance with the provisions of this Plan of Merger and the applicable laws of the Commonwealth of Pennsylvania, as Of the Effective Date (as hereinafter defined), SPLC, SJLC and LCLC shall be merged to form a new corporation, the name of which shall be BLESSED TRINITY LUTHERAN CHURCH (the "New Corporation") which shall be governed by the applicable laws of the Commonwealth of Pennsylvania. After the Effective Date hereof, the separate existence of SPLC, SJLC and LCLC shall cease and the New Corporation shall (except as otherwise expressly provided herein) succeed, without other transfer, to all the rights, liabilities, obligations and property of each SPLC, SJLC and LCLC in the same manner as if the New Corporation had itself incurred said liabilities, rights, obligations and property. All rights of creditors and all liens on the property of SPLC,

SJLC and LCLC shall be preserved unimpaired, limited in lien to the property affected by such liens immediately prior to the Effective Date of this Plan of Merger. After the Effective Date, the New Corporation will carry on its business (as more fully set forth herein) with the assets that were previously owned by SPLC, SJLC and LCLC respectively.

2. Terms and Conditions of Merger.

(a) From and after the Effective Date, the Articles of Incorporation in the form attached hereto as Exhibit "A" and made a part hereof shall be the Articles of Incorporation of the New Corporation. SPLC, SJLC and LCLC hereby authorize and direct William W. Matz, Jr., Esquire to execute and cause to be filed with the Pennsylvania Department of State (or such other office or authority that exists for the filing of similar documents) the Articles of Incorporation attached hereto as Exhibit "A" after the necessary conditions precedent set forth in Section 13 have been fully satisfied.

(b) From and after the Effective Date, the Constitution in the form attached hereto as Exhibit "B" and made a part hereof shall be the Constitution and Bylaws of the New Corporation until altered, amended or repealed in accordance with their terms.

(c) After the necessary conditions precedent set forth in Section 13 have been fully satisfied, William W. Matz, Jr., Esquire shall be authorized and directed to execute and cause to be filed Articles of Merger in the form attached hereto as Exhibit "C" and made a part hereof with the Pennsylvania Department of State or such other office or authority that exists for the filing of similar documents.

3. Effective Date. The merger of SPLC, SJLC and LCLC into the New Corporation shall become effective immediately upon the filing of the required Articles of Merger with the Pennsylvania Department of State or such other office or authority for the filing of similar documents (the "Effective Date"). The parties hereby expressly agree, covenant and acknowledge that the Articles of Incorporation and the Articles of Merger attached hereto respectively as Exhibits "A" and "C" shall not be filed until such time as all necessary conditions precedent set forth in Section 13 have been fully satisfied.

4. Merger.

(a) On the Effective Date, and except as otherwise expressly provided herein, all of the estate, property (real, personal and mixed including, without limitation, the name, trademarks, trade names and other intellectual property), rights, assets, privileges, immunities, powers, franchises, licenses, permits and interests of SPLC, SJLC and LCLC and all of the debts due on whatever account of SPLC, SJLC and LCLC, shall be vested in the New Corporation without further act or deed; and all claims, demands, property and every other interest of SPLC, SJLC and LCLC shall be the property of the New Corporation as they were of SPLC, SJLC and LCLC (as applicable); and the title to all real estate vested in SPLC, SJLC and LCLC, if any, shall not be deemed to revert or to be in any way impaired by reason of the merger, but shall be vested in the New Corporation.

(b) SPLC hereby expressly warrants and represents that all property (real, personal and/or mixed) that has been bequeathed, devised and/or donated to SPLC for a restricted charitable purpose is 'Set forth on Exhibit "D" attached hereto and made a part hereof. SJLC hereby

expressly warrants and represents that all property (real, personal and/or mixed) 'bequeathed, devised and/or donated to SJLC for a restricted charitable purpose is set forth in Exhibit "E" attached hereto and made a part hereof. LCLC hereby expressly warrants and represents that all property (real, personal and/or mixed) 'bequeathed, devised and/or donated to LCLC for a restricted charitable purpose is set forth in Exhibit "F" attached hereto and made a part hereof. For purposes of this Section 4 (b) a "restricted charitable purpose", shall mean any purpose other than the general purposes (whether financial or otherwise) of SPLC, SJLC and LCLC as applicable. SPLC, SJLC and LCLC hereby expressly agree, covenant and acknowledge that this Plan of Merger and the transactions contemplated herein shall be expressly contingent upon and fully subject to either or both parties receiving any and all necessary approvals as may be required under applicable law for purposes of vesting the New Corporation with the full and unimpaired ownership and continued maintenance and use of the assets listed on Exhibits "D", "E" and "F".

5. Congregational Council. On or after the Effective Date, the New Corporation shall be governed by a Congregation Council in the manner and makeup of which shall be as set forth in the Constitution and Bylaws attached hereto as Exhibit "B".

6. SPLC, SJLC and LCLC Members. On and after the Effective Date, all members in good standing of MLC and SMLC (as determined in accordance with each corporation's then-current Constitution and Bylaws existing prior to the Effective Date) shall automatically and without further act or deed become a member of the New Corporation, subject ultimately to the terms and provisions of the Constitution and Bylaws for the New Corporation attached hereto as Exhibit "B". SPLC, SJLC and LCLC shall and hereby covenant to cooperate in good faith prior to the Effective Date of the merger contemplated herein to prepare and disseminate to each corporation's respective members a proposed initial list of members for the New Corporation. In the event that any objection is received by SPLC, SJLC and LCLC (or both) in connection with the said proposed initial membership list for the New Corporation, any such objection shall be resolved in accordance with the applicable corporation's then-current Constitution and Bylaws as in effect at the time any such objection is lodged. Notwithstanding any other provision herein to the contrary, in the event that this Plan of Merger is terminated prior to the Effective Date, neither SPLC, SJLC or LCLC shall be in any way liable for claims, lawsuits or objections filed by members of the other corporation in connection with or in any Way 'related to this Plan of Merger or the transaction contemplated herein. The provisions of this Section 6 shall survive the termination of this Plan of Merger prior to the Effective Date.

7. Officers. The officers of the New Corporation at and after the Effective Date shall be as set forth on Exhibit "F" attached hereto and made a part hereof until their respective successors are elected or appointed and qualify under the Constitution and Bylaws attached hereto as Exhibit "B".

8. Representations and Warranties of SPLC. SPLC hereby represents and warrants to SJLC and LCLC as follows:

(a) SPLC is a Pennsylvania non-profit (non-stock) corporation duly organized, validly existing and in good standing under the laws of the Commonwealth of Pennsylvania, SPLC has all necessary corporate power and authority to carry on its business as presently conducted, to own, lease and operate all of the assets and properties which it owns, leases or operates and to perform all of its obligations under each agreement and instrument to which it is a party or by which it is bound. SPLC is not required, by the character or location of the assets and properties

owned, leased or operated by it or by the nature of its activities to be qualified to do business as a foreign corporation under the laws of any jurisdiction.

(b) SPLC has full legal right, power and authority to execute, deliver and perform its obligations under this Plan of Merger and under all other agreements and documents required to be delivered by it prior to or at the Effective Date (collectively, the "SPLC Transaction Documents"). The execution, delivery and performance by SPLC of the SPLC Transaction Documents have been duly authorized by all necessary corporate action on the part of SPLC. This Plan of Merger has been duly and validly executed and delivered by SPLC and, assuming due authorization, execution, and delivery thereof by SJLC and LCLC, constitutes the legal, valid and binding obligation of SPLC, enforceable against SPLC in accordance with its terms. When executed and delivered as contemplated herein, each of the other SPLC Transaction Documents shall assuming due authorization, execution and delivery thereof by the other party thereto, constitute the legal, valid and binding obligation of SPLCs enforceable against SPLC in accordance with its terms.

(c) The execution and delivery by SPLC of this Plan of Merger does not, and the execution and delivery by SPLC of the other SPLC Transaction Documents and the performance by SPLC of all of the SPLC Transaction Documents will not (in each case, with or without the passage of time or the giving of notice, or both), directly or indirectly:

(i) contravene, violate or conflict with (A) the Articles of Incorporation or Constitution and Bylaws (or other organization documents) of SPLC, or (B) to the best of SPLC's knowledge, any law applicable to SPLC, or by or to which any assets or properties of SPLC is bound or subject;

(ii) violate or conflict with, result in a breach of, constitute a default or otherwise cause any loss of benefit under, or give to others any rights (including, without limitation, rights of termination, amendment, foreclosure, cancellation or acceleration) in or with respect to, any contract to which SPLC is a party or by which any assets or properties of SPLC is bound or affected; or

(iii) result in, require or permit the creation or imposition of any encumbrance upon or with respect to SPLC, or any of its assets or properties.

(d) Except as provided herein, the execution and delivery by SPLC of this Plan of Merger does not, and the execution and delivery by SPLC of the other SPLC Transaction Documents and the performance by SPLC of all of the SPLC Transaction Documents will not, except as otherwise herein expressly provided, require SPLC to obtain any authorization of, or to make any filing, registration or declaration with or notification to, any court, government or governmental agency or instrumentality (federal, states local or foreign) or obtain the consent, waiver or approval of, or give any notice to, any other natural persons company, corporation, partnership, trust, limited liability company, association or unincorporated entity of any kind.

(e) There are no actions, proceedings or investigations pending or threatened, which question any of the actions contemplated by this Plan of Merger or the validity of the SPLC Transaction Documents or which, if adversely determined, could have a material adverse effect upon SPLC's ability to enter into or perform its obligations hereunder or under the SPLC Transaction Documents.

(f) SPLC is, and at all times in the last six (6) years has been, in compliance in all material respects with all laws rules and regulations that are or were applicable to it or to the conduct or operation of its businesses or the use of any of its assets or properties. During the last six (6) years, SPLC has not received any notice, order or other communication from any government or governmental agency or instrumentality (federal, state, local or foreign) of any alleged, actual or potential material violation of or material failure to comply with any law, rule or regulation.

(g) SPLC is, and at all times has been, in possession of all authorizations necessary to own, lease or operate its assets and properties and to carry on its business, The authorizations currently in effect are in full force and effect without any default or violation there under by SPLC or, by any other party thereto.

(h) There are no, and during the last six (6) years, there have not been any, claims, actions, suits, proceedings (arbitration or otherwise) or investigations pending, or threatened which have had or may have, either individually or in the aggregate, a material adverse effect upon SPLC or its business, properties, assets, results of operation or condition (financial or otherwise) or any of its directors or officers in their capacities as such before or by any court, government or governmental agency or instrumentality (federal, state, local or foreign), or before an arbitrator of any kind.

(i) There is no award, injunction, judgment, order, ruling, subpoena Or verdict or other decision entered, issued, made or rendered by any court, arbitrator, government or governmental agency or instrumentality (collectively, "Orders") to which SPLC or any of its assets or properties is subject SPLC has complied in all material respects with the terms and conditions of each Order known and applicable to it.

(j) SPLC does not possess any material liabilities or loss contingencies of any nature (whether absolute, accrued, contingent or otherwise).

(k) SPLC has either good and valid title to, or has valid, subsisting and unchallenged leasehold interests in, or right to use all assets and properties owned, used or leased by it. SPLC owns all of the assets and properties (whether tangible or intangible) which are reflected as owned in its books and records free and clear of all security interests, liens, claims, pledges, agreements, charges, easements, equitable interests, conditions, options rights of first refusal, mortgages, deeds of trust, restrictions of any kind, including any restriction on use, voting, transfer, receipt of income or exercise of any other attribute of ownership, other encumbrances of any nature whatsoever.

(l) Attached hereto as Exhibit "G" is a list of each contract which is to be assumed by the New Corporation as of the Effective Date to which SPLC is a party or by which SPLC or its assets or properties is bound. Each of such contracts was made in the ordinary course of business, is in full force and effect and is valid, binding and enforceable against the parties thereto in accordance with its terms and, may, without default or breach thereunder, be assumed by the New Corporation without any consent, approval or waiver from any person. SPLC has performed in all material respects all obligations required to be performed by it under each such contract and no condition exists or event has occurred which, with notice or lapse of time (or both), would constitute a default thereunder or a basis for delay, nonperformance, termination, modification or acceleration or maturity or performance by any party thereto. There are no contracts other than those set forth in Exhibit "G" to which SPLC is a party or is otherwise bound.

(m) SPLC has previously delivered to SJLC and LCLC its audited balance sheet(s) and related statements of income and expenses (collectively the "Financial Statements") for the period ended December 31, 2021, All such Financial Statements have been prepared in accordance with generally accepted accounting principles consistently applied and present fairly the financial position of the as of December 31, 2021, and for the periods referred to in such Financial Statements.

(n) All federal, state and local taxes due from or required to be remitted by SPLC (if any) with respect to taxable periods ending on or prior to, and the portion of .any interim period up to, the Effective Date have been or will be fully and timely paid. SPLC is not delinquent in payment of any income, property or other tax, and there are no levies, liens or other encumbrances relating to taxes existing, threatened or pending with respect to any of SPLC's assets or properties.

(o) There has not been any material adverse change in the business, properties, assets, results of operation or condition (financial or otherwise) of SPLC and there has not been any event, condition or contingency which is likely to result in such material adverse change. Except as otherwise expressly contemplated herein, SPLC does not know of any fact which materially adversely affects, or, so far as SPLC can now reasonably foresee, will materially adversely affect, the business, properties, assets, results of operation or condition (financial or otherwise) of SPLC.

(p) All documents and Other papers by or on behalf of SPLC in connection with the transactions contemplated by this Plan of Merger are accurate and complete in all material respects and are authentic. No representation or warranty of SPLC contained in this Plan of Merger contains any material untrue statement or omits to state a material fact necessary in order to make the statements herein not misleading in any material respect.

(q) SPLC is not Insolvent, and the transactions contemplated by this Plan of Merger will not render it Insolvent. For purposes of this Plan of Merger, "Insolvent" means unable to pay debts, both as they become due and as a result of an excess of liabilities over assets, and shall include, without limitation, the meaning given such term in Section 101(32) of the United States Bankruptcy Code, 11 U.S.C. Sections 101 et seq., and Section 32 of Title 39 of the Consolidated Statutes of the Commonwealth of Pennsylvania.

9. Representations and Warranties of the SJLC. SJLC hereby represents and warrants to SPLC and LCLC as follows:

(a) SJLC is a Pennsylvania non-profit (non-stock) corporation duly organized, validly existing and in good standing under the laws of the Commonwealth of Pennsylvania, SJLC has all necessary corporate power and authority to carry on its business as presently conducted, to own, lease and operate all of the assets and properties which it owns, leases or operates and to perform all of its obligations under each agreement and instrument to which it is a party or by which it is bound. SJLC is not required, by the character or location of the assets and properties owned, leased or operated by it or by the nature of its activities to be qualified to do business as a foreign corporation under the laws of any jurisdiction.

(b) SJLC has full legal right, power and authority to execute, deliver and perform its obligations under this Plan of Merger and under all other agreements and documents required to be delivered by it prior to or at the Effective Date (collectively, the "SJLC Transaction Documents"). The execution, delivery and performance by SJLC of SJLC Transaction Documents

have been duly authorized by all necessary corporate action on the part of SJLC. This Plan of Merger has been duly and validly executed and delivered by SJLC and, assuming due authorization, execution, and delivery thereof by SPLC and LCLC, constitutes the legal, valid and binding obligation of SJLC, enforceable against SJLC in accordance with its terms, except where enforcement may be limited by bankruptcy, insolvency or other laws of general application and except where enforcement is subject to general equitable principles. When executed and delivered as contemplated herein, each of the other SJLC Transaction Documents shall, assuming due authorization, execution and delivery thereof by the other party thereto, constitute the legal, valid and binding obligation of SJLC, enforceable against the SJLC in accordance with its terms.

(c) The execution and delivery by SJLC of this Plan of Merger does not, and the execution and delivery by SJLC of the other SJLC Transaction Documents and the performance by SJLC of all of SJLC Transaction Documents will not (in each case, with or without the passage of time or the giving of notice, or both), directly or indirectly:

- (i) contravene, violate or conflict with (A) the Articles of Incorporation or Constitution and Bylaws (or other organization documents) of SJLC, or (B) to the best of SJLC's knowledge, any law applicable to SJLC, or by or to which any assets or properties of SJLC is bound or subject;
- (ii) violate or conflict with, result in a breach of, constitute a default or otherwise cause any loss of benefit under, or give to others any rights (including rights of termination, amendment, foreclosure, cancellation or acceleration) in or with respect to any contract to which SJLC is a party or by which any assets or properties of SJLC is bound or affected; or
- (iii) result in, require or permit the creation or imposition of any encumbrance upon or with respect to SJLC, or any of its assets or properties.

(d) Except as otherwise provided herein, the execution and delivery by SJLC of this Plan of Merger does not, and the execution and delivery by SJLC of the other SJLC Transaction Documents and the performance by SJLC of all of the SJLC Transaction Documents will require SJLC to obtain any authorization of, or to make any filing, registration or declaration with or notification to, any court, government or governmental agency or instrumentality (federal, state, local or foreign) or obtain the consent, waiver or approval of, or give any notice to, any other natural person, company, corporation, partnership, trust, limited liability company, association or unincorporated entity of any kind.

(e) There are no actions, proceedings or investigations pending or, to the best of SJLC's knowledge, threatened, which question any of the actions contemplated by this Plan of Merger or the validity of SJLC Transaction Documents or which, if adversely determined, could have a material adverse effect upon SJLC's ability to enter into or perform its obligations under the SJLC Transaction Documents.

(f) SJLC is, and at all times in the last six (6) years has been, in compliance in all material respect with all laws, rules and regulations that are or were applicable to it or to the conduct or operation of its businesses or the use of any of its assets or properties. During the last six (6) years SJLC has not received any notice, order or other communication from any government or

governmental agency or instrumentality (federal, state, local or foreign) of any alleged, actual or potential material violation of or material failure to comply with any law, rule or regulation.

(g) SJLC is, and at all times in the last six (6) years has been, in possession of all authorizations necessary to own, lease or operate its assets and properties and to carry on its business. The authorizations currently in effect are in full force and effect without any default or violation there under by SJLC or, by any other party thereto.

(h) There are no, and during the last six (6) years, there have not been any claims, actions, suits, proceedings (arbitration or otherwise) or investigations pending, or, to the best of SJLC's knowledge, threatened which have had or may have, either individually or in the aggregate, a material adverse effect upon SJLC or its business, properties, assets, results of operation or condition (financial or otherwise) or any of its directors or officers in their capacities as such before or by any court, government or governmental agency or instrumentality (federal, state, local or foreign), or before an arbitrator of any kind.

(i) There is no award, injunction, judgment, order, rulings subpoena or verdict or other decision entered, issued, made or rendered by any courts arbitrator, government or governmental agency or instrumentality (collectively, "Orders") to which SJLC or any of its assets or properties is subject. SJLC has complied in all material respects with the terms and conditions of each Order known and applicable to it.

(j) SJLC does not possess any material liabilities or loss contingencies of any nature (whether absolute, accrued, contingent or otherwise).

(k) SJLC has either good and valid title to, or has valid, subsisting and unchallenged leasehold interests in, or right to use all assets and properties owned, used or leased by it. SJLC owns all of the assets and properties (whether tangible or intangible) which are reflected as owned in its books and records free and clear of all security interests, liens, claims, pledges, agreements, charges easements, equitable interests, conditions, options, rights of first refusal, mortgages, deeds of trust, restrictions of any kind, including any restriction on use, voting, transfer, receipt of income or exercise of any Other attribute of ownership, other encumbrances of any nature whatsoever.

(l) Attached hereto as Exhibit "G" is a list of each contract which is to be assumed by the New Corporation as of the Effective Date to which SJLC is a party or by which SJLC or its assets or properties is bound. Each of such contracts was made in the ordinary course of business is in full force and effect and is valid, binding and enforceable against the parties thereto in accordance with its terms and, may, without default or breach thereunder, be assumed by the New Corporation without any consent, approval or waiver from any person. SJLC has performed in all material respects all obligations required to be performed by it under each such contract and no condition exists or event has occurred which, with notice or lapse of time (or both), would constitute a default thereunder or a basis for delay, nonperformance, termination, modification or acceleration or maturity or performance by any party thereto. There are no contracts other than those set forth in Exhibit to which SJLC is a party or is otherwise bound.

(m) SJLC has previously delivered to SPLC and LCLC its balance sheet(s) and related statements of income (and expenses (collectively the "Financial Statements") for the period ended December 31, 2021. All such Financial Statements have been prepared in accordance with

generally accepted accounting principles consistently applied and present fairly the financial position of SJLC as of December 31, 2021, and for the periods referred to in such Financial Statements.

(n) All federal, state and local taxes due from or required to be remitted by SJLC (if any) with respect to taxable periods ending on or prior to, and the portion of any interim period up to, the Effective Date have been or will be fully and timely paid. SJLC is not delinquent in payment of any income, property or other tax and, to the best of SJLC's knowledge, there are no levies, liens or other encumbrances relating to taxes existing, threatened or pending with respect to any of its assets or properties.

(o) There has not been any material adverse change in the business; properties, assets, results of operation or condition (financial or otherwise) of SJLC and there has not been any event, condition or contingency which is likely to result in such material adverse change. SJLC does not know of any fact which materially adversely affects, or, so far as SJLC can now reasonably foresee, will materially adversely affect, the business, properties, assets, results of operation or condition (financial or otherwise) of SJLC.

(p) All documents and other papers by or on behalf of SJLC in connection with the transactions contemplated by this Plan of Merger are accurate and complete in all material respects and are authentic. No representation or warranty of SJLC contained in this Plan of Merger contains any material untrue statement or omits to state a material fact necessary in order to make the statements herein not misleading in any material respect.

(q) SJLC is not Insolvent and the transactions contemplated by this Plan of Merger will not render it Insolvent. For purposes of this Plan of Merger, "Insolvent" means unable to pay debts, both as they become due and as a result of an excess of liabilities over assets, and shall include, without limitation, the meaning given such term in Section 101 (32) of the United States Bankruptcy Code, 11 U.S.C. Sections 101 et seq., and Section 32 of Title 39 of the Consolidated Statutes of the Commonwealth of Pennsylvania.

10. Representations and Warranties of the LCLC. LCLC hereby represents and warrants to SPLC and SJLC as follows:

(a) LCLC is a Pennsylvania non-profit (non-stock) corporation duly organized, validly existing and in good standing under the laws of the Commonwealth of Pennsylvania, LCLC has all necessary corporate power and authority to carry on its business as presently conducted, to own, lease and operate all of the assets and properties which it owns, leases or operates and to perform all of its obligations under each agreement and instrument to which it is a party or by which it is bound. LCLC is not required, by the character or location of the assets and properties owned, leased or operated by it or by the nature of its activities to be qualified to do business as a foreign corporation under the laws of any jurisdiction.

(b) LCLC has full legal right, power and authority to execute, deliver and perform its obligations under this Plan of Merger and under all other agreements and documents required to be delivered by it prior to or at the Effective Date (collectively, the "LCLC Transaction Documents"). The execution, delivery and performance by LCLC of LCLC Transaction Documents have been duly authorized by all necessary corporate action on the part of LCLC. This Plan of Merger has been duly and validly executed and delivered by LCLC and, assuming

due authorization, execution, and delivery thereof by SPLC and SJLC, constitutes the legal, valid and binding obligation of LCLC, enforceable against LCLC in accordance with its terms, except where enforcement may be limited by bankruptcy, insolvency or other laws of general application and except where enforcement is subject to general equitable principles. When executed and delivered as contemplated herein, each of the other LCLC Transaction Documents shall, assuming due authorization, execution and delivery thereof by the other party thereto, constitute the legal, valid and binding obligation of LCLC, enforceable against the LCLC in accordance with its terms.

(c) The execution and delivery by LCLC of this Plan of Merger does not, and the execution and delivery by LCLC of the other LCLC Transaction Documents and the performance by LCLC of all of LCLC Transaction Documents will not (in each case, with or without the passage of time or the giving of notice, or both), directly or indirectly:

- (ii) contravene, violate or conflict with (A) the Articles of Incorporation or Constitution and Bylaws (or other organization documents) of LCLC, or (B) to the best of LCLC's knowledge, any law applicable to LCLC, or by or to which any assets or properties of LCLC is bound or subject;
- (ii) violate or conflict with, result in a breach of, constitute a default or otherwise cause any loss of benefit under, or give to others any rights (including rights of termination, amendment, foreclosure, cancellation or acceleration) in or with respect to any contract to which SJLC is a party or by which any assets or properties of LCLC is bound or affected; or
- (iii) result in, require or permit the creation or imposition of any encumbrance upon or with respect to LCLC, or any of its assets or properties.

(d) Except as otherwise provided herein, the execution and delivery by LCLC of this Plan of Merger does not, and the execution and delivery by LCLC of the other LCLC Transaction Documents and the performance by LCLC of all of the LCLC Transaction Documents will require LCLC to obtain any authorization of, or to make any filing, registration or declaration with or notification to, any court, government or governmental agency or instrumentality (federal, state, local or foreign) or obtain the consent, waiver or approval of, or give any notice to, any other natural person, company, corporation, partnership, trust, limited liability company, association or unincorporated entity of any kind.

(e) There are no actions, proceedings or investigations pending or, to the best of LCLC's knowledge, threatened, which question any of the actions contemplated by this Plan of Merger or the validity of LCLC Transaction Documents or which, if adversely determined, could have a material adverse effect upon LCLC's ability to enter into or perform its obligations under the LCLC Transaction Documents.

(f) LCLC is, and at all times in the last six (6) years has been, in compliance in all material respect with all laws, rules and regulations that are or were applicable to it or to the conduct or operation of its businesses or the use of any of its assets or properties. During the last six (6) years SJLC has not received any notice, order or other communication from any government or governmental agency or instrumentality (federal, state, local or foreign) of any alleged, actual or potential material violation of or material failure to comply with any law, rule or regulation.

(g) LCLC is, and at all times in the last six (6) years has been, in possession of all authorizations necessary to own, lease or operate its assets and properties and to carry on its business. The authorizations currently in effect are in full force and effect without any default or violation there under by LCLC or, by any other party thereto.

(h) There are no, and during the last six (6) years, there have not been any claims, actions, suits, proceedings (arbitration or otherwise) or investigations pending, or, to the best of LCLC's knowledge, threatened which have had or may have, either individually or in the aggregate, a material adverse effect upon LCLC or its business, properties, assets, results of operation or condition (financial or otherwise) or any of its directors or officers in their capacities as such before or by any court, government or governmental agency or instrumentality (federal, state, local or foreign), or before an arbitrator of any kind.

(i) There is no award, injunction, judgment, order, rulings subpoena or verdict or other decision entered, issued, made or rendered by any courts, arbitrator, government or governmental agency or instrumentality (collectively, "Orders") to which LCLC or any of its assets or properties is subject. LCLC has complied in all material respects with the terms and conditions of each Order known and applicable to it.

(j) LCLC does not possess any material liabilities or loss contingencies of any nature (whether absolute, accrued, contingent or otherwise).

(k) LCLC has either good and valid title to, or has valid, subsisting and unchallenged leasehold interests in, or right to use all assets and properties owned, used or leased by it. LCLC owns all of the assets and properties (whether tangible or intangible) which are reflected as owned in its books and records free and clear of all security interests, liens, claims, pledges, agreements, charges, easements, equitable interests, conditions, options, rights of first refusal, mortgages, deeds of trust, restrictions of any kind, including any restriction on use, voting, transfer, receipt of income or exercise of any Other attribute of ownership, other encumbrances of any nature whatsoever.

(l) Attached hereto as Exhibit "G" is a list of each contract which is to be assumed by the New Corporation as of the Effective Date to which LCLC is a party or by which LCLC or its assets or properties is bound. Each of such contracts was made in the ordinary course of business is in full force and effect and is valid, binding and enforceable against the parties thereto in accordance with its terms and, may, without default or breach thereunder, be assumed by the New Corporation without any consent, approval or waiver from any person. LCLC has performed in all material respects all obligations required to be performed by it under each such contract and no condition exists or event has occurred which, with notice or lapse of time (or both), would constitute a default thereunder or a basis for delay, nonperformance, termination, modification or acceleration or maturity or performance by any party thereto. There are no contracts other than those set forth in Exhibit to which LCLC is a party or is otherwise bound.

(m) LCLC has previously delivered to SPLC and SJLC its balance sheet(s) and related statements of income (and expenses (collectively the "Financial Statements") for the period ended December 31, 2021. All such Financial Statements have been prepared in accordance with generally accepted accounting principles consistently applied and present fairly the financial

position of LCLC as of December 31, 2021, and for the periods referred to in such Financial Statements.

(n) All federal, state and local taxes due from or required to be remitted by LCLC (if any) with respect to taxable periods ending on or prior to, and the portion of any interim period up to, the Effective Date have been or will be frilly and timely paid. LCLC is not delinquent in payment of any income, property or other tax and, to the best of LCLC's knowledge, there are no levies, liens or other encumbrances relating to taxes existing, threatened or pending with respect to any of its assets of properties.

(o) There has not been any material adverse change in the business; properties, assets, results of operation or condition (financial or otherwise) of LCLC and there has not been any event, condition or contingency which is likely to result in such material adverse change. LCLC does not know of any fact which materially adversely affects, or, so far as LCLC can now reasonably foresee, will materially adversely affect, the business, properties, assets, results of operation or condition (financial or otherwise) of LCLC.

(p) All documents and other papers by or on behalf of LCLC in connection with the transactions contemplated by this Plan of Merger are accurate and complete in all material respects and are authentic. No representation or warranty of LCLC contained in this Plan of Merger contains any material untrue statement or omits to state a material fact necessary in order to make the statements herein not misleading in any material respect.

(q) LCLC is not Insolvents and the transactions contemplated by this Plan of Merger will not render it Insolvent. For purposes of this Plan of Merger, "Insolvent" means unable to pay debts, both as they become due and as a result of an excess of liabilities over assets, and shall include, without limitation, the meaning given such term in Section 101 (32) of the United States Bankruptcy Code, 11 U.S.C. Sections 101 et seq., and Section 32 of Title 39 of the Consolidated Statutes of the Commonwealth of Pennsylvania.

11. Notices. All notices, requests, demands and other communications required or permitted under this Plan of Merger shall be in writing and shall be deemed to have been duly given, made and received only when personally delivered or upon actual receipt of registered or certified mail, postage prepaid, return receipt requested, or by a nationally recognized overnight courier service, addressed as set forth below:

If to SPLC: St. Peter's Evangelical Lutheran Church

474 Vine Street

Bethlehem, PA 18015

If to SJLC: St. John's Windish Evangelical Lutheran Church

617 E. Fourth Street

Bethlehem, PA 18015

If to LCLC: Light of Christ Lutheran Church

2020 Worthington Ave

Bethlehem, PA 18017

Any party may alter the address to which communications or copies are to be sent by giving notice of such change of address in conformity with the provisions of this paragraph.

12. Indemnification. SPLC, SJLC and LCLC hereby agree and covenant for themselves and on behalf of their respective members officers, congregation councils, insurers, re-insurers, successors and/or assigns to protect, defend, indemnify and/or hold one another harmless of, from and against any and all claims, liability and expense (including, without limitation, reasonable attorneys' fees) asserted against, incurred or suffered by either party as a result of or in any way relating to the breach of any provision of this Plan of Merger by the other party (including, without limitation, a breach of any representation or warranty contained herein) claims by any other person (to expressly include, without limitation, members of either corporation) for acts or omissions of the other party, provided, however, that the indemnity obligations hereunder shall terminate after the Effective Date. This Section 11 shall survive the termination of this Plan of Merger prior to the Effective Date.


13. Material Condition Precedent. It is the intent of SPLC, SJLC and LCLC that this Plan of Merger shall be submitted to each corporation's respective membership for approval in accordance with their current Constitution and Bylaws, as -well as applicable Pennsylvania law Notwithstanding any other provision herein to the contrary, the filing of the Articles of Incorporation of the New Corporation and the Articles of Merger attached hereto respectively as

Exhibits A, B and C shall not be filed and/or implemented absent the approval of each of the respective memberships to SPLC, SJLC and LCLC in compliance with the respective Constitutions and bylaws or each church.

EXHIBIT A

Articles of Incorporation

PENNSYLVANIA DEPARTMENT OF STATE
BUREAU OF CORPORATIONS AND CHARITABLE ORGANIZATIONS

<input type="checkbox"/> Return document by mail to: WILLIAM W. MATZ, JR. Name 211 W. BROAD STREET Address BETHLEHEM, PA 18018 City State Zip Code	Articles of Incorporation - Nonprofit DSCB:15-5306/7102 (rev. 2/2017)  5306
<input checked="" type="checkbox"/> Return document by email to: billmatzlaw@gmail.com	

Read all instructions prior to completing. This form may be submitted online at <https://www.corporations.pa.gov/>.

Fee: \$125

I qualify for a veteran/reservist-owned small business fee exemption (see instructions)

Check one: Domestic Nonprofit Corporation (§ 5306) Nonprofit Cooperative Corporation (§ 7102)

In compliance with the requirements of the applicable provisions (relating to articles of incorporation or cooperative corporations generally), the undersigned, desiring to incorporate a nonprofit/nonprofit cooperative corporation, hereby state(s) that:

1. The name of the corporation is:
BLESSED TRINITY LUTHERAN CHURCH

2. Complete part (a) or (b) – not both:

(a) The address of this corporation's current registered office in this Commonwealth is:
(post office box alone is not acceptable)
2020 WORTHINGTON AVENUE, BETHLEHEM PA 18018 NORTHAMPTON
Number and Street City State Zip County

(b) The name of this corporation's commercial registered office provider and the county of venue is:
c/o:
Name of Commercial Registered Office Provider County

3. The corporation is incorporated under the Nonprofit Corporation Law of 1988 for the following purpose or purposes.
RELIGIOUS

4. The corporation does not contemplate pecuniary gain or profit, incidental or otherwise.

5. Check and complete one: The corporation is organized on a nonstock basis.
 The corporation is organized on a stock share basis and the aggregate number of shares authorized is _____

6. For unincorporated association incorporating as a nonprofit corporation only. Check if applicable:
_____ The incorporators constitute a majority of the members of the committee authorized to incorporate such association by the requisite vote required by the organic law of the association for the amendment of such organic law.

7. For Nonprofit Corporation Only:
Check one: _____ The corporation shall have no members.
_____ The corporation shall have members.

8. For Nonprofit Cooperative Corporation Only:
Check and complete one:
_____ The corporation is a cooperative corporation and the common bond of membership among its members is: _____
_____ The corporation is a cooperative corporation and the common bond of membership among its shareholders is: _____

9. The name(s) and address(es) of each incorporator(s) is (are) (all incorporators must sign below):

Name(s)	Address(es)
<u>WILLIAM W. MATZ, JR.</u>	<u>211 W. BROAD STREET</u>
	<u>BETHLEHEM, PA 18018</u>

10. The specified effective date, if any, is:

month day year hour, if any

11. Additional provisions of the articles, if any, attach an 8½ x 11 sheet.

IN TESTIMONY WHEREOF, the incorporator(s) has/have signed these Articles of Incorporation this _____ day of _____, _____.

Signature

Signature

Signature

EXHIBIT B

Constitution

CONSTITUTION OF BLESSED TRINITY LUTHERAN CHURCH

BETHLEHEM, PENNSYLVANIA 1822

***PREAMBLE**

We, baptized members of the Church of Christ, responding in faith to the call of the Holy Spirit through the Gospel, desiring to unite together to preach the Word, administer the sacraments, and carry out God's mission, do hereby adopt this constitution and solemnly pledge ourselves to be governed by its provisions. In the name of the Father and of the Son and of the Holy Spirit.

Chapter 1.

NAME AND INCORPORATION

- C1.01.** The name of this congregation shall be Blessed Trinity Lutheran Church.
- C1.02.** For the purpose of this constitution and the accompanying bylaws, the congregation of Blessed Trinity Lutheran Church is hereinafter designated as "this congregation."
- C1.11.** This congregation shall be incorporated under the laws of the State of Pennsylvania.

Chapter 2.

CONFESSION OF FAITH

- *C2.01.** This congregation confesses the Triune God, Father, Son, and Holy Spirit.
- *C2.02.** This congregation confesses Jesus Christ as Lord and Savior and the Gospel as the power of God for the salvation of all who believe.
 - a. Jesus Christ is the Word of God incarnate, through whom everything was made and through whose life, death, and resurrection God fashions a new creation.
 - b. The proclamation of God's message to us as both Law and Gospel is the Word of God, revealing judgment and mercy through word and deed, beginning with the Word in creation, continuing in the history of Israel, and centering in all its fullness in the person and work of Jesus Christ.
 - c. The canonical Scriptures of the Old and New Testaments are the written Word of God. Inspired by God's Spirit speaking through their authors, they record and announce God's revelation centering in Jesus Christ. Through them God's Spirit speaks to us to create and sustain Christian faith and fellowship for service in the world.
- *C2.03.** This congregation accepts the canonical Scriptures of the Old and New Testaments as the inspired Word of God and the authoritative source and norm of its proclamation, faith, and life.
- *C2.04.** This congregation accepts the Apostles', Nicene, and Athanasian Creeds as true declarations of the faith of this congregation.
- *C2.05.** This congregation accepts the Unaltered Augsburg Confession as a true witness to the Gospel, acknowledging as one with it in faith and doctrine all churches that likewise accept the teachings of the Unaltered Augsburg Confession.
- *C2.06.** This congregation accepts the other confessional writings in the Book of Concord, namely, the Apology of the Augsburg Confession, the Smalcald Articles and the Treatise, the Small Catechism, the Large Catechism, and the Formula of Concord, as further valid interpretations of the faith of the Church.
- *C2.07.** This congregation confesses the Gospel, recorded in the Holy Scripture and confessed in the ecumenical creeds and Lutheran confessional writings, as the power of God to create and sustain the Church for God's mission in the world.

Chapter 3.

NATURE OF THE CHURCH

- *C3.01.** All power in the Church belongs to our Lord Jesus Christ, its head. All actions of this congregation are to be carried out under his rule and authority.

* Required provision

- *C3.02. This church confesses the one, holy, catholic, and apostolic Church and is resolved to serve Christian unity throughout the world.
- *C3.03. The Church exists both as an inclusive fellowship and as local congregations gathered for worship and Christian service. Congregations find their fulfillment in the universal community of the Church, and the universal Church exists in and through congregations. The Evangelical Lutheran Church in America, therefore, derives its character and powers both from the sanction and representation of its congregations and from its inherent nature as an expression of the broader fellowship of the faithful. In length, it acknowledges itself to be in the historic continuity of the communion of saints; in breadth, it expresses the fellowship of believers and congregations in our day.
- *C3.04. This church, inspired and led by the Holy Spirit, participates in The Lutheran World Federation as a global communion of churches, engaging in faithful witness to the gospel of Jesus Christ and in service for the sake of God's mission in the world.
- *C3.05. The name Evangelical Lutheran Church in America (ELCA or "this church") as used herein refers in general references to this whole church, including its three expressions: congregations, synods, and the churchwide organization. The name Evangelical Lutheran Church in America is also the name of the corporation of the churchwide organization to which specific references may be made herein.

Chapter 4.

STATEMENT OF PURPOSE

- *C4.01. The Church is a people created by God in Christ, empowered by the Holy Spirit, called and sent to bear witness to God's creative, redeeming, and sanctifying activity in the world.
- *C4.02. To participate in God's mission, this congregation as a part of the Church shall:
 - a. Worship God in proclamation of the Word and administration of the sacraments and through lives of prayer, praise, thanksgiving, witness, and service.
 - b. Proclaim God's saving Gospel of justification by grace for Christ's sake through faith alone, according to the apostolic witness in the Holy Scripture, preserving and transmitting the Gospel faithfully to future generations.
 - c. Carry out Christ's Great Commission by reaching out to all people to bring them to faith in Christ and by doing all ministry with a global awareness consistent with the understanding of God as Creator, Redeemer, and Sanctifier of all.
 - d. Serve in response to God's love to meet human needs, caring for the sick and the aged, advocating dignity and justice for all people, working for peace and reconciliation among the nations, standing with the poor and powerless, and committing itself to their needs.
 - e. Nurture its members in the Word of God so as to grow in faith and hope and love, to see daily life as the primary setting for the exercise of their Christian calling, and to use the gifts of the Spirit for their life together and for their calling in the world.
 - f. Manifest the unity given to the people of God by living together in the love of Christ and by joining with other Christians in prayer and action to express and preserve the unity which the Spirit gives.
- *C4.03. To fulfill these purposes, this congregation shall:
 - a. Provide services of worship at which the Word of God is preached and the sacraments are administered.
 - b. Provide pastoral care and assist all members to participate in this ministry.
 - c. Challenge, equip, and support all members in carrying out their calling in their daily lives and in their congregation.
 - d. Teach the Word of God.
 - e. Witness to the reconciling Word of God in Christ, reaching out to all people.
 - f. Respond to human need, work for justice and peace, care for the sick and the suffering, and participate responsibly in society.
 - g. Motivate its members to provide financial support for this congregation's ministry and the ministry of the other expressions of the Evangelical Lutheran Church in America.
 - h. Foster and participate in interdependent relationships with other congregations, the synod, and the churchwide organization of the Evangelical Lutheran Church in America.
 - i. Foster and participate in ecumenical relationships consistent with churchwide policy.
- *C4.04. This congregation shall develop an organizational structure to be described in the bylaws. The Congregation Council shall prepare descriptions of the responsibilities of each committee, task force, or

other organizational group and shall review their actions. Such descriptions shall be contained in continuing resolutions in the section on the Congregation Committees.

- *C4.05. This congregation shall adopt and periodically review a mission statement which will provide specific direction for its programs.
- *C4.06. References herein to the nature of the relationship between the three expressions of this church—congregations, synods, and the churchwide organization—as being interdependent or as being in a partnership relationship describe the mutual responsibility of these expressions in God’s mission and the fulfillment of the purposes of this church as described in this chapter, and do not imply or describe the creation of partnerships, co-ventures, agencies, or other legal relationships recognized in civil law.

Chapter 5.

POWERS OF THE CONGREGATION

- *C5.01. The powers of this congregation are those necessary to fulfill its purpose.
- *C5.02. The powers of this congregation are vested in the Congregation Meeting called and conducted as provided in this constitution and bylaws.
- *C5.03. Only such authority as is delegated to the Congregation Council or other organizational units in this congregation’s governing documents is recognized. All remaining authority is retained by this congregation. This congregation is authorized to:
 - a. call a pastor as provided in Chapter 9;
 - b. terminate the call of a pastor as provided in Chapter 9;
 - c. call a minister of Word and Service;
 - d. terminate the call of a minister of Word and Service in conformity with the constitution of the Evangelical Lutheran Church in America;
 - e. adopt amendments to the constitution, as provided in Chapter 16, amendments to the bylaws, as specified in Chapter 17, and continuing resolutions, as provided in Chapter 18;
 - f. approve the annual budget;
 - g. acquire real and personal property by gift, devise, purchase, or other lawful means;
 - h. hold title to and use its property for any and all activities consistent with its purpose;
 - i. sell, mortgage, lease, transfer, or otherwise dispose of its property by any lawful means;
 - j. elect its Congregation Council and require them to carry out their duties in accordance with the constitution, bylaws, and continuing resolutions; and
 - k. terminate its relationship with the Evangelical Lutheran Church in America as provided in Chapter 6.
- *C5.04. This congregation shall elect from among its voting members laypersons to serve as voting members of the Synod Assembly as well as persons to represent it at meetings of any conference, cluster, coalition, or other area subdivision of which it is a member. The number of persons to be elected by this congregation and other qualifications shall be as prescribed in guidelines established by the Northeastern Pennsylvania Synod of the Evangelical Lutheran Church in America.
- C5.05. This congregation shall have a mission endowment fund that will operate as specified in this congregation’s continuing resolutions. The purpose of the mission endowment fund is to provide for mission work beyond the operational budget of this congregation.

Chapter 6.

CHURCH AFFILIATION

- *C6.01. This congregation shall be an interdependent part of the Evangelical Lutheran Church in America or its successor, and of the Northeastern Pennsylvania Synod of the Evangelical Lutheran Church in America. This congregation is subject to the discipline of the Evangelical Lutheran Church in America.
- *C6.02. This congregation accepts the Confession of Faith and agrees to the purposes of the Evangelical Lutheran Church in America and shall act in accordance with them.
- *C6.03. This congregation acknowledges its relationship with the Evangelical Lutheran Church in America in which:
 - a. This congregation agrees to be responsible for its life as a Christian community.
 - b. This congregation pledges its financial support and participation in the life and mission of the Evangelical Lutheran Church in America.

- c. This congregation agrees to call pastoral leadership from the roster of Ministers of Word and Sacrament of the Evangelical Lutheran Church in America in accordance with its call procedures except in special circumstances and with the approval of the bishop of the synod. These special circumstances are limited either to calling a candidate approved for the roster of Ministers of Word and Sacrament of the Evangelical Lutheran Church in America or to contracting for pastoral services with a minister of Word and Sacrament of a church body with which the Evangelical Lutheran Church in America officially has established a relationship of full communion.
 - d. This congregation agrees to consider ministers of Word and Service for call to other staff positions in this congregation according to the procedures of the Evangelical Lutheran Church in America.
 - e. This congregation agrees to file this constitution and any subsequent changes to this constitution with the synod for review to ascertain that all of its provisions are in agreement with the constitution and bylaws of the Evangelical Lutheran Church in America and with the constitution of the synod.
- *C6.04.** Affiliation with the Evangelical Lutheran Church in America is terminated as follows:
- a. This congregation takes action to dissolve.
 - b. This congregation ceases to exist.
 - c. This congregation is removed from membership in the Evangelical Lutheran Church in America according to the procedures for discipline of the Evangelical Lutheran Church in America or in accordance with provision 9.23. of the constitution and bylaws of the Evangelical Lutheran Church in America.
 - d. The Northeastern Pennsylvania Synod takes charge and control of the property of this congregation to hold, manage, and convey the same on behalf of the synod pursuant to †S13.24. of the synod constitution. This congregation shall have the right to appeal the decision to the next Synod Assembly.
 - e. This congregation follows the procedures outlined in *C6.05.
- *C6.05.** This congregation may terminate its relationship with the Evangelical Lutheran Church in America by the following procedure:
- a. A resolution indicating the intent to terminate its relationship must be adopted at two legally called and conducted special meetings of this congregation by a two-thirds vote of the voting members present at each meeting. The first such meeting may be held no sooner than 30 days after written notice of the meeting is received by the bishop of the synod, during which time this congregation shall consult with the bishop and the bishop's designees, if any. The times and manner of the consultation shall be determined by the bishop in consultation with the Congregation Council. Unless the bishop and/or the bishop designees are voting members of this congregation, they shall have voice but no vote at the first meeting.
 - b. Within 10 days after the resolution has been voted upon at the first meeting, the secretary of this congregation shall submit a copy of the resolution to the bishop, attesting that the special meeting was legally called and conducted and certifying the outcome of the vote, and shall send copies of the resolution and certification to voting members of this congregation.
 - c. If the resolution was adopted by a two-thirds vote of the voting members present at the first meeting, the bishop of the synod and this congregation shall continue in consultation, as specified in paragraph a. above, during a period of at least 90 days after receipt by the bishop of the attestation and certification as specified in paragraph b. above.
 - d. If this congregation, after such consultation, is still considering termination of its relationship with this church, such action may be taken at a legally called and conducted special meeting by a two-thirds vote of the voting members present. Notice of the second meeting shall be sent to all voting members and to the bishop at least 10 days in advance of the meeting. Unless the bishop and/or the bishop's designees are voting members of this congregation, they shall have voice but not vote at the second meeting.
 - e. Within 10 days after the resolution has been voted upon, the secretary of this congregation shall submit a copy of the resolution to the bishop, attesting that the second special meeting was legally called and conducted and certifying the outcome of the vote, and shall send copies of the resolution and certification to the voting members of the congregation. If the resolution was adopted by a two-thirds vote of the voting members present at the second meeting, the relationship between the congregation and this church shall be terminated subject to Synod Council approval as required by paragraphs f. and g. below.

- f. Unless this notification to the bishop also certifies that this congregation has voted to affiliate with another Lutheran denomination, this congregation shall be deemed an independent or non-Lutheran church, in which case *C7.04. shall apply.
 - g. This congregation shall abide by these covenants by and among the three expressions of this church:
 - 1) Congregations seeking to terminate their relationship with this church which fail or refuse to comply with each of the foregoing provisions in *C6.05. shall be required to receive Synod Council approval before terminating their membership in this church.
 - 2) Congregations which had been members of the Lutheran Church in America shall be required, in addition to complying with the foregoing provisions in *C6.05., to receive synod approval before terminating their membership in this church.
 - 3) Congregations established by the Evangelical Lutheran Church in America shall be required, in addition to complying with the foregoing provisions in *C6.05., to satisfy all financial obligations to this church and receive Synod Council approval before terminating their membership in this church.
 - h. If this congregation fails to achieve the required two-thirds vote of voting members present at this congregation's first meeting as specified in paragraph a. above or fails to achieve the required two-thirds vote of voting members present at this congregation's second meeting as specified in paragraph d. above, another attempt to consider termination of relationship with this church must follow all requirements of *C6.05. and may begin no sooner than six months after the meeting at which the two-thirds vote was not achieved.
- *C6.06.** If this congregation considers relocation, it shall confer with the bishop of the synod in which it is territorially located and the appropriate unit of the churchwide organization before any steps are taken leading to such action. The approval of the Synod Council shall be received before any such action is taken.
- *C6.07.** If this congregation considers developing an additional site to be used regularly for worship, it shall confer with the bishop of the synod in which it is territorially located and the appropriate unit of the churchwide organization before any steps are taken leading to such action.

Chapter 7.

PROPERTY OWNERSHIP

- *C7.01.** If this congregation ceases to exist, title to undisposed property shall pass to the Northeastern Pennsylvania Synod of the Evangelical Lutheran Church in America.
- *C7.02.** If this congregation is removed from membership in the Evangelical Lutheran Church in America according to its procedure for discipline or pursuant to 9.23. of the constitution and bylaws of the Evangelical Lutheran Church in America, title to property shall continue to reside in this congregation.
- *C7.03.** If the voting members of this congregation present at a legally called and conducted special meeting of this congregation vote to transfer to another Lutheran church body, title to property shall continue to reside in this congregation, provided the process for termination of relationship in *C6.05. has been followed. Before this congregation takes action to transfer to another Lutheran church body, it shall consult with representatives of the Northeastern Pennsylvania Synod.
- *C7.04.** If the voting members of this congregation present at a legally called and conducted special meeting of this congregation vote to become independent or relate to a non-Lutheran church body and have followed the process for termination of relationship in *C6.05., title to property of this congregation shall continue to reside in this congregation only with the consent of the Synod Council. The Synod Council, after consultation with this congregation by the process established by the synod, may give approval to the request to become independent or to relate to a non-Lutheran church body, in which case title shall remain with the majority of this congregation. If the Synod Council fails to give such approval, title shall remain with those members who desire to continue as a congregation of the Evangelical Lutheran Church in America. In neither case does title to this congregation's property transfer to the synod.
- *C7.05.** Notwithstanding the provisions of *C7.02. and *C7.03. above, where this congregation has received property from the synod pursuant to a deed or other instrument containing restrictions under provision 9.71.a. of the *Constitution, Bylaws, and Continuing Resolutions of the Evangelical Lutheran Church in America*, this congregation accepts such restrictions and:
- a. Shall not transfer, encumber, mortgage, or in any way burden or impair any right, title, or interest in the property without prior approval of the Synod Council.

- b. Shall—upon written demand by the Synod Council, pursuant to †§13.23. of the constitution of the Northeastern Pennsylvania Synod—reconvey and transfer all right, title, and interest in the property to the synod.

Chapter 8.

MEMBERSHIP

- *C8.01. Members of this congregation shall be those baptized persons on the roll of this congregation at the time that this constitution is adopted and those who are admitted thereafter and who have declared and maintain their membership in accordance with the provisions of this constitution and its bylaws.
- *C8.02. Members shall be classified as follows:
 - a. **Baptized** members are those persons who have been received by the Sacrament of Holy Baptism in this congregation, or, having been previously baptized in the name of the Triune God, have been received by certificate of transfer from other Lutheran congregations or by affirmation of faith.
 - b. **Confirmed** members are baptized persons who have been confirmed in this congregation, those who have been received by adult baptism or by transfer as confirmed members from other Lutheran congregations, or baptized persons received by affirmation of faith.
 - c. **Voting** members are confirmed members. Such confirmed members, during the current or preceding calendar year, shall have communed in this congregation and shall have made a contribution of record to this congregation. Members of this congregation who have satisfied these basic standards shall have the privilege of voice and vote at every regular and special meeting of this congregation as well as the other rights and privileges ascribed to voting members by the provisions of this constitution and its bylaws. They shall not have voted as a seasonal member of another congregation of this church in the previous two calendar months.
 - d. **Associate** members are persons holding membership in other Christian congregations who wish to retain such membership but desire to participate in the life and mission of this congregation. These individuals have all the privileges and duties of membership except voting rights or other rights and privileges ascribed to voting members by the provisions of this constitution and its bylaws.
 - e. **Seasonal** members are voting members of other congregations of this church who wish to retain such membership but desire to participate in the life and mission of this congregation, including exercising limited voting rights in this congregation. The Congregation Council may grant seasonal membership to such persons provided that this congregation is a member of a synod where the Synod Council has approved seasonal member voting on its territory. Such seasonal members shall have all the privileges and duties of voting members except that:
 - 1) they shall not be eligible for elected office in, or for membership on the Congregation Council or on a call committee of, this congregation;
 - 2) they shall not have the right to vote on any matter concerning or affecting the call or termination of call of any minister of this congregation;
 - 3) they shall not have the right to vote on any matter concerning or affecting the affiliation of this congregation with this church;
 - 4) they shall not be eligible to serve as voting members from this congregation of the Synod Assembly or the Churchwide Assembly;
 - 5) they shall not, even if otherwise permitted by this congregation, vote by proxy or by absentee ballot; and
 - 6) they shall not, within any two-calendar month period, exercise voting rights in this congregation and in the congregation where they remain voting members.
- *C8.03. All applications for confirmed membership shall be submitted to and shall require the approval of the Congregation Council.
- *C8.04. It shall be the privilege and duty of members of this congregation to:
 - a. make regular use of the means of grace, both Word and sacraments;
 - b. live a Christian life in accordance with the Word of God and the teachings of the Lutheran church; and
 - c. support the work of this congregation, the synod, and the churchwide organization of the Evangelical Lutheran Church in America through contributions of their time, abilities, and financial support as biblical stewards.

- *C8.05.** Membership in this congregation shall be terminated by any of the following:
- a. death;
 - b. resignation;
 - c. transfer or release;
 - d. disciplinary action in accordance with Chapter 20 of the constitution and bylaws of the Evangelical Lutheran Church in America; or
 - e. removal from the roll due to inactivity in accordance with the provisions of this constitution and its bylaws.

Such persons who have been removed from the roll of members shall remain persons for whom the Church has a continuing pastoral concern.

Chapter 9.

ROSTERED MINISTER

- *C9.01.** Authority to call a pastor shall be in this congregation by at least a two-thirds vote of voting members present and voting at a meeting legally called for that purpose. Before a call is issued, the officers, or a committee elected by the Congregation Council to recommend the call, shall seek the advice and help of the bishop of the synod.
- *C9.02.** Only a member of the roster of Ministers of Word and Sacrament of the Evangelical Lutheran Church in America or a candidate for the roster of Ministers of Word and Sacrament who has been recommended for this congregation by the synod bishop may be called as a pastor of this congregation.
- *C9.03.** Consistent with the faith and practice of the Evangelical Lutheran Church in America,
- a. Every minister of Word and Sacrament shall:
 - 1) preach the Word;
 - 2) administer the sacraments;
 - 3) conduct public worship;
 - 4) provide pastoral care;
 - 5) seek out and encourage qualified persons to prepare for the ministry of the Gospel;
 - 6) impart knowledge of this church and its wider ministry through available channels of effective communication;
 - 7) witness to the Kingdom of God in the community, in the nation, and abroad; and
 - 8) speak publicly to the world in solidarity with the poor and oppressed, calling for justice and proclaiming God's love for the world.
 - b. Each pastor with a congregational call shall, within the congregation:
 - 1) offer instruction, confirm, marry, visit the sick and distressed, and bury the dead;
 - 2) relate to all schools and organizations of this congregation;
 - 3) install regularly elected members of the Congregation Council;
 - 4) with the council, administer discipline;
 - 5) endeavor to increase the support given by the congregation to the work of the churchwide organization and of the Northeastern Pennsylvania Synod; and
 - 6) encourage adherence to covenantal relationship with this church as expressed in the *Constitutions, Bylaws, and Continuing Resolutions of the Evangelical Lutheran Church in America*.
- *C9.04.** The specific duties of the pastor, compensation, and other matters pertaining to the service of the pastor shall be included in a letter of call, which shall be attested by the bishop of the synod.
- *C9.05.** The provisions for termination of the mutual relationship between a minister of Word and Sacrament and this congregation shall be as follows:
- a. The call of this congregation, when accepted by a pastor, shall constitute a continuing mutual relationship and commitment, which shall be terminated only by the pastor's death or, following consultation with the synod bishop, for any of the following reasons:
 - 1) mutual agreement to terminate the call or the completion of a call for a specific term;
 - 2) resignation of the pastor, which shall become effective, unless otherwise agreed, no later than 30 days after the date on which it was submitted;
 - 3) inability to conduct the pastoral office effectively in this congregation in view of local conditions;
 - 4) inability to conduct the pastoral office effectively in view of disability or incapacity of the pastor;

- 5) suspension of the pastor through discipline for more than three months;
 - 6) resignation or removal of the pastor from the roster of Ministers of Word and Sacrament of this church;
 - 7) termination of the relationship between this church and this congregation;
 - 8) dissolution of this congregation or the termination of a parish arrangement; or
 - 9) suspension of this congregation through discipline for more than six months.
- b. When allegations of disability or incapacity of the pastor under paragraph a.4) above, or ineffective conduct of the pastoral office under paragraph a.3) above, have come to the attention of the bishop of this synod,
 - 1) the bishop, who has sole discretion, may investigate such conditions personally together with a committee of two rostered ministers and one layperson, or
 - 2) when such allegations have been brought to the synod's attention by an official recital of allegations by the Congregation Council or by a petition signed by at least one-third of the voting members of this congregation, the bishop personally shall investigate such conditions together with a committee of two rostered ministers and one layperson.
 - c. In case of alleged disability or incapacity under paragraph a.4) above, the bishop's committee shall obtain and document competent medical opinion concerning the pastor's condition. When a disability or incapacity is evident to the committee, the bishop of this synod may declare the pastorate vacant. When the pastorate is declared vacant, the Synod Council shall list the pastor on the roster of Ministers of Word and Sacrament with disability status. Upon resumption of the ability to conduct the office effectively, the bishop shall take steps to enable the pastor to resume the ministry, either in the congregation last served or in another appropriate call.
 - d. In the case of alleged local difficulties that imperil the effective functioning of this congregation under paragraph a.3) above, the bishop's committee shall endeavor to hear from all concerned persons, after which the bishop together with the committee shall present their recommendations first to the pastor and then to this congregation. The recommendations of the bishop's committee must address whether the pastor's call should come to an end and, if so, may suggest appropriate severance arrangements. The committee may also propose other actions that should be undertaken by this congregation and by the pastor, if appropriate. If the pastor and congregation agree to carry out such recommendations, no further action need be taken by the synod.
 - e. If either party fails to assent to the recommendations of the bishop's committee concerning the pastor's call, this congregation may dismiss the pastor only at a legally called meeting after consultation with the bishop, either (a) by a two-thirds vote of the voting members present and voting where the bishop and the committee did not recommend termination of the call, or (b) by a majority vote of the voting members present and voting where the bishop and the committee recommended termination of the call.
 - f. If, in the course of proceedings described in paragraph c. or paragraph d. above, the bishop's committee concludes that there may be grounds for discipline, the committee shall make recommendations concerning disciplinary action in accordance with the provisions of this church's constitution, bylaws, and continuing resolutions.
- *C9.06.** At a time of pastoral vacancy, an interim pastor shall be appointed by the bishop of the synod with the consent of this congregation or the Congregation Council.
- *C9.07.** During the period of service, an interim pastor shall have the rights and duties in this congregation of a regularly called pastor and may delegate the same in part to a supply pastor with the consent of the bishop of the synod and this congregation or Congregation Council. The interim pastor and any rostered minister providing assistance shall refrain from exerting influence in the selection of a pastor. Unless previously agreed upon by the Synod Council, an interim pastor is not available for a regular call to the congregation served.
- *C9.08.** This congregation shall make satisfactory settlement of all financial obligations to a former pastor before calling a successor. A pastor shall make satisfactory settlement of all financial obligations to this congregation before beginning service in a call to another congregation or employment in another ministry setting.
- *C9.09.** When a pastor is called to serve in company with another pastor or pastors, the privileges and responsibilities of each pastor shall be specified in documents to accompany the call and to be drafted in consultation involving the pastors, the Congregation Council, and the bishop of the synod. As occasion requires, the documents may be revised through a similar consultation.

- *C9.11.** With the approval of the bishop of the synod, this congregation may depart from *C9.05.a. and call a pastor for a specific term. Details of such calls shall be in writing setting forth the purpose and conditions involved. Prior to the completion of a term, the bishop or a designated representative of the bishop shall meet with the pastor and representatives of this congregation for a review of the call. Such a call may also be terminated before its expiration in accordance with the provisions of *C9.05.a.
- *C9.12.** The pastor of this congregation:
- a. shall keep accurate records of all baptisms, confirmations, marriages, burials, communicants, members received, members dismissed, or members excluded from this congregation;
 - b. shall submit a summary of such statistics annually to the synod; and
 - c. shall become a member of this congregation upon receipt and acceptance of the letter of call. In a parish of multiple congregations, the pastor shall hold membership in one of the congregations.
- *C9.13.** The pastor(s) shall submit a report of ministry to the bishop of the synod at least 90 days prior to each regular meeting of the Synod Assembly.
- *C9.14.** The records of this congregation shall be maintained by the pastor and shall remain the property of this congregation. The secretary of this congregation shall attest in writing to the bishop of this synod that such records have been placed in the secretary's hands in good order by a departing pastor before the installation of that pastor in another call or approval of a request for change in roster status.
- C9.15.** Under special circumstances, subject to the approval of the synod bishop and the concurrence of this congregation, a minister of Word and Sacrament of a church body with which the Evangelical Lutheran Church in America officially has established a relationship of full communion may serve temporarily as pastor of this congregation under a contract between this congregation and the pastor in a form proposed by the synod bishop and approved by this congregation.
- *C9.21.** Authority to call a deacon shall be in this congregation by at least a two-thirds vote of voting members present and voting at a meeting legally called for that purpose. Before a call is issued, the officers, or a committee elected by the Congregation Council to recommend the call, shall seek the advice and help of the bishop of the synod.
- *C9.22.** Only a member of the roster of Ministers of Word and Service of the Evangelical Lutheran Church in America or a candidate for the roster of Ministers of Word and Service who has been recommended for this congregation by the synod bishop may be called as a deacon of this congregation.
- *C9.23.** Consistent with the faith and practice of the Evangelical Lutheran Church in America, every minister of Word and Service shall:
- a. Be rooted in the Word of God, for proclamation and service;
 - b. Advocate a prophetic diakonia that commits itself to risk-taking and innovative service on the frontiers of the Church's outreach, giving particular attention to the suffering places in God's world;
 - c. Speak publicly to the world in solidarity with the poor and oppressed, calling for justice and proclaiming God's love for the world, witnessing to the realm of God in the community, the nation, and abroad;
 - d. Equip the baptized for ministry in God's world that affirms the gifts of all people;
 - e. Encourage mutual relationships that invite participation and accompaniment of others in God's mission;
 - f. Practice stewardship that respects God's gift of time, talents, and resources;
 - g. Be grounded in a gathered community for ongoing diaconal formation;
 - h. Share knowledge of this church and its wider ministry of the gospel and advocate for the work of all expressions of this church; and
 - i. Identify and encourage qualified persons to prepare for ministry of the gospel.
- *C9.24.** The specific duties of the deacon, compensation, and other matters pertaining to the service of the deacon shall be included in a letter of call, which shall be attested by the bishop of the synod.
- *C9.25.** The provisions for termination of the mutual relationship between a minister of Word and Service and this congregation shall be as follows:
- a. The call of this congregation, when accepted by a deacon, shall constitute a continuing mutual relationship and commitment, which shall be terminated only by the deacon's death or, following consultation with the synod bishop, for any of the following reasons:
 - 1) mutual agreement to terminate the call or the completion of a call for a specific term;
 - 2) resignation of the deacon, which shall become effective, unless otherwise agreed, no later than 30 days after the date on which it was submitted;

- 3) inability to conduct the ministry of Word and Service effectively in this congregation in view of local conditions;
 - 4) inability to conduct the office effectively in view of disability or incapacity of the deacon;
 - 5) suspension of the deacon through discipline for more than three months;
 - 6) resignation or removal of the deacon from the roster of Ministers of Word and Service of this church;
 - 7) termination of the relationship between this church and this congregation;
 - 8) dissolution of this congregation or the termination of a parish arrangement; or
 - 9) suspension of this congregation through discipline for more than six months.
- b. When allegations of disability or incapacity of the deacon under paragraph a.4) above, or ineffective conduct of the office of minister of Word and Service under paragraph a.3) above, have come to the attention of the bishop of this synod,
- 1) the bishop, who has sole discretion, may investigate such conditions personally together with a committee of two rostered ministers and one layperson, or
 - 2) when such allegations have been brought to the synod's attention by an official recital of allegations by the Congregation Council or by a petition signed by at least one-third of the voting members of this congregation, the bishop personally shall investigate such conditions together with a committee of two rostered ministers and one layperson.
- c. In case of alleged disability or incapacity under paragraph a.4) above, the bishop's committee shall obtain and document competent medical opinion concerning the deacon's condition. When a disability or incapacity is evident to the committee, the bishop of this synod may declare the position vacant. When the position is declared vacant, the Synod Council shall list the deacon on the roster of Ministers of Word and Service with disability status. Upon resumption of the ability to conduct the office effectively, the bishop shall take steps to enable the deacon to resume the ministry, either in the congregation last served or in another appropriate call.
- d. In the case of alleged local difficulties that imperil the effective functioning of this congregation under paragraph a.3) above, the bishop's committee shall endeavor to hear from all concerned persons, after which the bishop together with the committee shall present their recommendations first to the deacon and then to this congregation. The recommendations of the bishop's committee must address whether the deacon's call should come to an end and, if so, may suggest appropriate severance arrangements. The committee may also propose other actions that should be undertaken by this congregation and by the deacon, if appropriate. If the deacon and congregation agree to carry out such recommendations, no further action need be taken by the synod.
- e. If either party fails to assent to the recommendations of the bishop's committee concerning the deacon's call, this congregation may dismiss the deacon only at a legally called meeting after consultation with the bishop, either (a) by a two-thirds vote of the voting members present and voting where the bishop and the committee did not recommend termination of the call, or (b) by a majority vote of the voting members present and voting where the bishop and the committee recommended termination of the call.
- f. If, in the course of proceedings described in paragraph c. or paragraph d. above, the bishop's committee concludes that there may be grounds for discipline, the committee shall make recommendations concerning disciplinary action in accordance with the provisions of this church's constitution, bylaws, and continuing resolutions.
- *C9.26.** This congregation shall make satisfactory settlement of all financial obligations to a former deacon before calling a successor. A deacon shall make satisfactory settlement of all financial obligations to this congregation before beginning service in a call to another congregation or employment in another ministry setting.
- *C9.27.** When a deacon is called to serve in company with another rostered minister or other rostered ministers, the privileges and responsibilities of each rostered minister shall be specified in documents to accompany the call and to be drafted in consultation involving the rostered ministers, the Congregation Council, and the bishop of the synod. As occasion requires, the documents may be revised through a similar consultation.
- *C9.28.** With the approval of the bishop of the synod, this congregation may depart from *C9.25.a. and call a deacon for a specific term. Details of such calls shall be in writing setting forth the purpose and conditions involved. Prior to the completion of a term, the bishop or a designated representative of the

- bishop shall meet with the deacon and representatives of this congregation for a review of the call. Such a call may also be terminated before its expiration in accordance with the provisions of *C9.25.a.
- *C9.29. The deacon shall become a member of this congregation upon receipt and acceptance of the letter of call. In a parish of multiple congregations, the deacon shall hold membership in one of the congregations.
- *C9.31. The deacon(s) shall submit a report of ministry to the bishop of the synod at least 90 days prior to each regular meeting of the Synod Assembly.

Chapter 10.

CONGREGATION MEETING

- C10.01. This congregation shall have at least one regular meeting per year. The regular meetings of the congregation shall be held at the times specified in the bylaws. Consistent with the laws of the State of Pennsylvania, the bylaws shall designate one regular meeting per year as the annual meeting of this congregation.
- BL C10.01.01.* The semi-annual meetings of this congregation shall be held in the months of June and November on dates and at times designated by the Congregation Council. Congregation Council members shall be elected at the June meeting and reports of activities in the previous program year shall be received. The annual budget shall be presented for approval at the November meeting. Other business may be transacted at either meeting.
- BL C10.01.02.* The fiscal year shall be from January 1-December 31 to coincide with the calendar year.
- C10.02. A special Congregation Meeting may be called by the pastor, the Congregation Council, or the president of this congregation, and shall be called by the president of this congregation upon the written request of 10 percent of the voting members. The president of the Congregation Council shall call a special meeting upon request of the synod bishop. The call for each special meeting shall specify the purpose for which it is to be held, and no other business shall be transacted.
- C10.03. Notice of all meetings of this congregation shall be given at the services of worship on the preceding two consecutive Sundays and by mail or electronic means, as permitted by state law, to all voting members at least 10 days in advance of the date of the meeting.
- C10.04. All those voting members present at a legally called meeting shall constitute a quorum.
- C10.05. Voting by proxy or by absentee ballot shall not be permitted.
- C10.06. All actions approved by this congregation shall be by majority vote of those voting members present and voting, except as otherwise provided in this constitution or by state law.
- C10.07. *Robert's Rules of Order*, latest edition, shall govern parliamentary procedure of all meetings of this congregation.
- C10.08. This congregation may hold meetings by remote communication, including electronically and by telephone conference, as long as there is an opportunity for simultaneous aural communication or its equivalent. To the extent permitted by state law, notice of all meetings may be provided electronically.
- C10.09. "Ex officio" as used herein means membership with full rights of voice and vote unless otherwise expressly limited.

Chapter 11.

OFFICERS

- C11.01. The officers of this congregation shall be a president, vice president, secretary, treasurer, and financial secretary.
- Duties of the officers shall be specified in the bylaws.
 - The officers shall be voting members of this congregation.
 - Officers of this congregation shall serve similar offices of the Congregation Council and shall be voting members of the Congregation Council.
 - If the Congregation Council elects its officers, the president, vice president, and secretary shall be selected from the elected membership of the Congregation Council. If the treasurer and the financial secretary are not selected from the elected membership of the Congregation Council, the treasurer and the financial secretary shall have voice but not vote at the meetings of the Congregation Council.
- BL C11.01.01.* The duties of the officers of this congregation shall include:
- President: to serve as the chief officer of this congregation and Congregation Council; to preside at meetings of the congregation and Congregation Council; and to provide leadership to this congregation.

- b. Vice President: to serve in place of the president as necessary; to assume special responsibilities as assigned by the president or Congregation Council.
- c. Secretary: to maintain accurate minutes of the proceedings of the meetings of this congregation and its Congregation Council; and to carry out those responsibilities which may be delegated to the secretary by the president or Congregation Council.
- d. Treasurer: to maintain and report financial records of the congregation; to supervise receipt and disbursement of all funds; to participate in the development of this congregation's annual budget; to provide such counsel and advice on fiscal matters as are appropriate to the office; to make financial reports to the Congregation Council and to the annual meeting of the congregation; and to carry out those responsibilities which may be delegated to the treasurer by the president or Congregation Council.
- e. Financial Secretary: to keep accurate accounts of all contributions of record made by members of the congregation; to periodically inform members about their contributions; to advise the Congregation Council and the pastor about members who have not made contributions of record; and to carry out those responsibilities which may be delegated to the financial secretary by the president or Congregation Council. The financial secretary shall keep in confidence the amounts of money contributed by individuals unless requested or given permission by those individuals to disclose such amounts.

C11.02 The Congregation Council shall elect its officers and they shall be the officers of the congregation. The officers shall be elected by written ballot and shall serve for one year or until their successors are elected.

Their terms shall begin at the close of the meeting at which they are elected.

C11.03. No officer shall hold more than one office at a time. No elected officer, other than the treasurer and financial secretary, shall be eligible to serve more than two consecutive terms in the same office.

Chapter 12. **CONGREGATION COUNCIL**

C12.01. The voting membership of the Congregation Council shall consist of the pastor(s), the deacon(s), and not more than 12 nor fewer than 9 members of this congregation. Any voting member of this congregation may be elected, subject only to the limitation on the length of continuous service permitted in that office. A member's place on the Congregation Council shall be declared vacant if the member a) ceases to be a voting member of this congregation or b) is absent from four successive regular meetings of the Congregation Council without cause. Consistent with the laws of the state in which this congregation is incorporated, this congregation may adopt procedures for the removal of a member of the Congregation Council in other circumstances.

BL C12.01.01. No more than two members of any one extended family shall serve on the new Council of Blessed Trinity at the same time. Extended family shall be understood to mean grandparents, parents, siblings, aunts, uncles, cousins, or stepfamily members.

C12.02. The members of the Congregation Council, except the pastor(s) and the deacon(s), shall be elected by written ballot to serve for 2 years or until their successors are elected. Such members shall be eligible to serve no more than two full terms consecutively. Their terms shall begin at the close of the annual meeting at which they are elected. Their terms shall be so arranged that one-half of the terms expire annually.

BL12.02.01. At the time that this congregation is formed, the Congregation Councils of St. John's Windish, St. Peter's, and Light of Christ Lutheran Churches shall each choose four of the current members of their respective Congregation Councils to serve on the Council of Blessed Trinity Lutheran Church until the first congregational meeting at which elections are held. At that first election a new Council will be elected, with membership composed as follows:

- 2 former members of St. John's Windish to serve two-year terms
- 2 former members of St. Peter's to serve two-year terms
- 2 former members of Light of Christ to serve two-year terms
- 2 former members of St. John's Windish to serve one-year terms
- 2 former members of St. Peter's to serve one-year terms
- 2 former members of Light of Christ to serve one-year terms

- Beginning at the second regular meeting of the congregation, at which elections are held, previous membership in St. John's Windish, St. Peter's, or Light of Christ will no longer be a requirement for election to any Council position, and this bylaw shall cease to have effect.
- C12.03.** Should a member's place on the Congregation Council be declared vacant, the Congregation Council shall elect, by majority vote, a successor until the next annual meeting. Individuals who have served less than one-half of a regular term shall be eligible for the nomination and possible election to a full term.
- C12.04.** The Congregation Council shall have general oversight of the life and activities of this congregation, and in particular its worship life, to the end that everything be done in accordance with the Word of God and the faith and practice of the Evangelical Lutheran Church in America. The duties of the Congregation Council shall include the following:
- a. To lead this congregation in stating its mission, to do long-range planning, to set goals and priorities, and to evaluate its activities in light of its mission and goals.
 - b. To seek to involve all members of this congregation in worship, learning, witness, service, and support.
 - c. To oversee and provide for the administration of this congregation to enable it to fulfill its functions and perform its mission.
 - d. To maintain supportive relationships with the rostered minister(s) and staff and help them annually to evaluate the fulfillment of their calling or employment.
 - e. To be examples individually and corporately of the style of life and ministry expected of all baptized persons.
 - f. To promote a congregational climate of peace and goodwill and, as differences and conflicts arise, to endeavor to foster mutual understanding.
 - g. To arrange for pastoral service during the sickness or absence of the pastor.
 - h. To emphasize support of the synod and churchwide organization of the Evangelical Lutheran Church in America as well as cooperation with other congregations, both Lutheran and non-Lutheran, subject to established policies of the synod and the Evangelical Lutheran Church in America.
 - i. To recommend and encourage the use of program resources produced or approved by the Evangelical Lutheran Church in America.
 - j. To seek out and encourage qualified persons to prepare for the ministry of the Gospel.
- C12.05.** The Congregation Council shall be responsible for the financial and property matters of this congregation.
- a. The Congregation Council shall be the board of trustees of this congregation and, as such, shall be responsible for maintaining and protecting its property and managing its business and fiscal affairs. It shall have the powers and be subject to the obligations that pertain to such boards under the laws of the State of Pennsylvania, except as otherwise provided herein.
 - b. The Congregation Council shall not have the authority to buy, sell, or encumber real property unless specifically authorized to do so by a meeting of this congregation.
 - c. The Congregation Council may enter into contracts of up to 10% of the current annual budget for items not included in the budget.
 - d. The Congregation Council shall prepare an annual budget for adoption by this congregation, shall supervise the expenditure of funds in accordance therewith following its adoption, and may incur obligations of more than 10% in excess of the anticipated receipts only after approval by a Congregation Meeting. The budget shall include this congregation's full indicated share in support of the wider ministry being carried on in collaboration with the synod and churchwide organization.
 - e. The Congregation Council shall ascertain that the financial affairs of this congregation are being conducted efficiently, giving particular attention to the prompt payment of all obligations and to the regular forwarding of mission support monies to the synod.
 - f. The Congregation Council shall be responsible for this congregation's investments and its total insurance program.
- C12.06.** The Congregation Council shall see that the provisions of this constitution, its bylaws, and the continuing resolutions, are carried out.
- C12.07.** The Congregation Council shall provide for an annual review of the membership roster.
- C12.08.** The Congregation Council shall be responsible for the employment and supervision of the staff of this congregation. Nothing in this provision shall be deemed to affect this congregation's responsibility for the call, terms of call, or termination of call of any employees who are on a roster of this church.

- C12.09.** The Congregation Council shall submit a comprehensive report to this congregation at the annual meeting.
- C12.11.** The Congregation Council shall normally meet once a month. Special meetings may be called by the pastor or the president, and shall be called by the president at the request of at least one-half of its members. Notice of each special meeting shall be given to all who are entitled to be present.
- C12.12.** A quorum for the transaction of business shall consist of a majority of the members of the Congregation Council, including the pastor or interim pastor, except when the pastor or interim pastor requests or consents to be absent and has given prior approval to the agenda for a particular regular or special meeting, which shall be the only business considered at that meeting. Chronic or repeated absence of the pastor or interim pastor who has refused approval of the agenda of a subsequent regular or special meeting shall not preclude action by the Congregation Council, following consultation with the synod bishop.
- C12.13.** The Congregation Council and its committees may hold meetings by remote communication, including electronically and by telephone conference, as long as there is an opportunity for simultaneous aural communication or its equivalent. To the extent permitted by state law, notice of all meetings may be provided electronically.

Chapter 13. CONGREGATION COMMITTEES

- C13.01.** The officers of this congregation and the pastor shall constitute the *Executive Committee*.
CR C13.01.01. The Executive Committee may meet at the request of any of the officers, the pastor(s), the Congregation Council, or a congregational committee. The Congregation Council may empower the Executive Committee to act on their behalf.
- C13.02.** A *Nominating Committee* of four voting members of this congregation, two of whom, if possible, shall be outgoing members of the Congregation Council, shall be appointed by the president for a term of one year. Members of the Nominating Committee are not eligible for consecutive appointment.
- C13.03.** An *Audit Committee* of three voting members shall be appointed by the president. Audit Committee members shall not be members of the Congregation Council. Term of office shall be three years, with one member appointed each year. Members shall be eligible for re-appointment.
CR C13.03.01. The Audit Committee shall examine for accuracy the records of the treasurer and financial secretary of the congregation, the records of each organization within the congregation that has its own funds, and the accounts of any special appeals that may arise from time to time. Account balances shall be verified for all accounts and investments with all financial institutions holding funds for the congregation or any of its organizations. Results of the audit(s) shall be reported to the Congregation Council in a timely manner.
- C13.04.** *Mutual Ministry Committee(s)* (in the absence of a mutual ministry committee, the duties shall be fulfilled by the executive committee) shall be appointed jointly by the president and the rostered minister. Term of office shall be two years, with three members to be appointed each successive year.
- C13.05.** When a vacancy occurs in a position for which this congregation calls a rostered minister, a *Call Committee* of six voting members shall be elected by the Congregation Council. Term of office will terminate upon installation of the newly called rostered minister.
- C13.06.** Other committees of this congregation may be formed, as the need arises, by decision of the Congregation Council.
CR C13.06.01. Other Standing Committees
- a. There shall be a Committee on Educational Ministry and Youth.
 - b. There shall be a Committee on Worship and Music
 - c. There shall be a Committee on Property
 - d. There shall be a Committee on Fellowship
 - e. There shall be a Committee on Social Ministry
 - f. There shall be a Committee on Technology
 - g. There shall be a Committee on Outreach Endowment

¹ For use if the pastor is president of the congregation under two of the options in C11.02.

- C13.07.** Duties of committees of this congregation shall be specified in the bylaws and the continuing resolutions.
- C13.08.** The pastor of this congregation shall be *ex officio* a member of all committees and boards of this congregation.

Chapter 14.

ORGANIZATIONS WITHIN THIS CONGREGATION

- C14.01.** All organizations within this congregation shall exist to aid it in ministering to the members of this congregation and to all persons who can be reached with the Gospel of Christ. As outgrowths and expressions of this congregation's life, the organizations are subject to its oversight and direction. This congregation at its meeting shall determine their policies, guide their activities, and receive reports concerning their membership, work, and finances.
- C14.02.** Special interest groups, other than those of the official organizations of the Evangelical Lutheran Church in America, may be organized only after authorization has been given by the Congregation Council and specified in a continuing resolution.

Chapter 15.

DISCIPLINE OF MEMBERS AND ADJUDICATION

- *C15.01.** Persistent and public denial of the Christian faith, willful or criminal conduct grossly unbecoming a member of the Church of Christ, continual and intentional interference with the ministry of this congregation, or willful and repeated harassment or defamation of member(s) of this congregation is sufficient cause for discipline of a member. Prior to disciplinary action, reconciliation and repentance will be attempted following Matthew 18:15-17, proceeding through these successive steps, as necessary: a) private counsel and admonition by the pastor, b) censure and admonition by the pastor in the presence of two or three witnesses, c) written referral of the matter by the Congregation Council to the vice president of the synod, who will refer it to a consultation panel drawn from the Consultation Committee of the synod, and d) written referral of the matter by the consultation panel to the Committee on Discipline of the synod. If, for any reason, the pastor is unable to administer the admonitions required by paragraphs a. and b. hereof, those steps may be performed by another pastor chosen by the Executive Committee of the Congregation Council.
- *C15.02.** The process for discipline of a member of this congregation shall be governed as prescribed by the chapter on discipline in the *Constitution, Bylaws, and Continuing Resolutions of the Evangelical Lutheran Church in America*. If the counseling, censure, and admonitions pursuant to *C15.01. do not result in repentance and amendment of life, charges against the accused member(s) that are specific and in writing may be prepared by the Congregation Council, signed, and submitted to the vice president of the synod. The vice president shall select from the synod's Consultation Committee a panel of five members (three laypersons and two rostered ministers). A copy of the written charges shall be provided to the consultation panel and the accused member(s). The consultation panel, after requesting a written reply to the charges from the accused member(s), shall consider the matter and seek a resolution by means of investigation, consultation, mediation, or whatever other means may seem appropriate. The panel's efforts to reach a mutually agreeable resolution shall continue for no more than 45 days after the matter is submitted to it.
- *C15.03.** If the consultation panel fails to resolve the matter, that panel shall refer the case in writing, including the written charges and the accused member's reply, to the Committee on Discipline of the synod for a hearing. A copy of the panel's written referral shall be delivered to the vice president of the synod, the Congregation Council, and the accused member(s) at the same time it is sent to the Committee on Discipline of the synod. The Executive Committee of the Synod Council shall then select six members from the Committee on Discipline to decide the case and shall appoint a member of the Synod Council to preside as nonvoting chair. Those six members, plus the nonvoting chair, comprise the discipline hearing panel for deciding the case. The Congregation Council and the accused member(s) are the parties to the case.

- *C15.04. The discipline hearing panel shall commence and conduct the disciplinary hearing in accordance with the provisions governing discipline of congregation members prescribed in the *Constitution, Bylaws, and Continuing Resolutions of the Evangelical Lutheran Church in America*.
- *C15.05. By the vote of at least two-thirds of the members of the discipline hearing panel who are present and voting, one of the following disciplinary sanctions can be imposed:
 - a. suspension from the privileges of congregation membership for a designated period of time;
 - b. suspension from the privileges of congregation membership until the pastor and Congregation Council receive evidence, satisfactory to them, of repentance and amendment of life;
 - c. termination of membership in this congregation; or
 - d. termination of membership in this congregation and exclusion from the church property and from all congregation activities.
- *C15.06. The written decision of the discipline hearing panel shall be sent to the vice president of the synod, the accused member(s), and the Congregation Council as required by the *Constitution, Bylaws, and Continuing Resolutions of the Evangelical Lutheran Church in America*. The decision of the discipline hearing panel shall be implemented by the Congregation Council and recorded in the minutes of the next council meeting.
- *C15.07. No member of this congregation shall be subject to discipline a second time for offenses that a discipline hearing panel has heard previously and decided pursuant to this chapter.
- *C15.10. **Adjudication**
- *C15.11. When there is disagreement between or among factions within this congregation on a substantive issue which cannot be resolved by the parties, members of this congregation may petition the synod bishop for consultation after informing the president [vice president] of this congregation of their intent to do so. The synod bishop shall seek a timely resolution of the dispute. If the issue relates directly to the pastor, the bishop may begin the process in †S14.18.d. In all other matters, if the bishop's consultation fails to resolve the issue, the bishop shall refer the matter to the Consultation Committee of the synod, which shall undertake efforts to find an appropriate solution. If the Consultation Committee's efforts fail to resolve the dispute, the entire matter shall be referred to the Synod Council for adjudication by whatever process the Council deems necessary. The Synod Council's decision shall be final.

Chapter 16.
AMENDMENTS

- *C16.01. Unless provision *C16.04. is applicable, those sections of this constitution that are not required, in accord with the *Model Constitution for Congregations of the Evangelical Lutheran Church in America*, may be amended in the following manner. Amendments may be proposed by at least 25 voting members or by the Congregation Council. Proposals must be filed in writing with the Congregation Council 60 days before formal consideration by this congregation at a regular or special Congregation Meeting called for that purpose. The Congregation Council shall notify this congregation's members of the proposal together with the council's recommendations at least 30 days in advance of the meeting. Notification may take place by mail or electronic means, as permitted by state law.
- *C16.02. An amendment to this constitution, proposed under *C16.01., shall:
 - a. be approved at any legally called meeting of this congregation by a majority vote of those voting members present and voting; and
 - b. be ratified without change at the next regular meeting of this congregation by a two-thirds vote of those voting members present and voting.
- *C16.03. Any amendments to this constitution that result from the processes provided in *C16.01. and *C16.02. shall be sent by the secretary of this congregation to the synod. The synod shall notify this congregation of its decision to approve or disapprove the proposed changes; the changes shall go into effect upon notification that the synod has approved them.
- *C16.04. This constitution may be amended to bring any section into conformity with a section or sections, either required or not required, of the *Model Constitution for Congregations of the Evangelical Lutheran Church in America* as most recently amended by the Churchwide Assembly. Such amendments may be approved by a majority vote of those voting members present and voting at any legally called meeting of this congregation without presentation at a prior meeting of this congregation, provided that the

² Such an effective date must be stated in relation to the requirements of *C16.03. to allow time for synod review of the amendment.

Congregation Council has submitted by mail or electronic means, as permitted by state law, notice to this congregation of such an amendment or amendments, together with the council's recommendations, at least 30 days prior to the meeting. Upon the request of at least two (2) voting members of this congregation, the Congregation Council shall submit such notice. Following the adoption of an amendment, the secretary of this congregation shall submit a copy thereof to the synod. Such provisions shall become effective immediately following the congregation's vote of approval.

Chapter 17.

BYLAWS

- *C17.01. This congregation may adopt bylaws. No bylaw may conflict with this constitution.
- *C17.02. Bylaws may be adopted or amended at any legally called meeting of this congregation with a quorum present by a two-thirds vote of those voting members present and voting.
- *C17.03. Changes to the bylaws may be proposed by any voting member, provided that such additions or amendments be submitted in writing to the Congregation Council at least 60 days before a regular or special Congregation Meeting called for that purpose. The Congregation Council shall notify this congregation's members of the proposal with the council's recommendations at least 30 days in advance of the Congregation Meeting. Notification may take place by mail or electronic means, as permitted by state law.
- *C17.04. Adopted or amended bylaws shall be sent by the secretary of this congregation to the synod.

Chapter 18.

CONTINUING RESOLUTIONS

- *C18.01. This congregation in a legally called meeting or the Congregation Council may enact continuing resolutions. Such continuing resolutions may not conflict with the constitution or bylaws of this congregation.
- *C18.02. Continuing resolutions shall be enacted or amended by a majority vote of a meeting of this congregation or a two-thirds vote of all voting members of the Congregation Council.
- *C18.03. Adopted or amended continuing resolutions shall be sent by the secretary of this congregation to the synod.

Chapter 19.

INDEMNIFICATION

- *C19.01. Consistent with the provisions of the laws under which this congregation is incorporated, this congregation may adopt provisions providing indemnification for each person who, by reason of the fact that such person is or was a Congregation Council member, officer, employee, agent, or other member of any committee of this congregation, was or is threatened to be made a party to any threatened, pending, or completed civil, criminal, administrative, arbitration, or investigative proceeding.

Chapter 20.

PARISH AUTHORIZATION

[Required provisions when congregation is part of a parish]*


- *C20.01. This congregation may unite with one or more other congregations recognized by the synod named in *C6.01. to form a parish. Except as provided in *C20.02. and *C20.03., a written agreement, developed in consultation with the synod and approved by the voting members of each congregation participating in the parish, shall specify the powers and responsibilities that have been delegated to the Parish Council. The Parish Agreement shall identify which congregation of the parish issues calls on behalf of the member congregations or shall establish a process for identifying which congregation issues calls on behalf of the member congregations.
- *C20.02. One congregation of a parish shall issue a call on behalf of the member congregations to a minister of Word and Sacrament or a candidate for the roster of Ministers of Word and Sacrament who has been recommended by the synod bishop to serve the congregations of the parish. Such a call shall be approved prior to issuance by a two-thirds vote at a congregational meeting of each congregation forming the parish. If any congregation of the parish should fail to approve the call, the other congregations of the parish shall have the right to terminate the parish agreement.

- *C20.03.** One congregation of a parish may issue a call on behalf of the member congregations to a minister of Word and Service or a candidate for the roster of Ministers of Word and Service who has been recommended by the synod bishop to serve the congregations of the parish. Such a call shall be approved prior to issuance by a two-thirds vote at a congregational meeting of each congregation forming the parish. If any congregation of the parish should fail to approve the call, the other congregations of the parish shall have the right to terminate the parish agreement.
- *C20.04.** Any one of the congregations of the parish may terminate their relationship with the pastor as provided in †S14.18.d. of the synod constitution of the synod named in *C6.01. In such case, the other congregation(s) of the same parish shall have the right to terminate the parish agreement.
- *C20.05.** Any one of the congregations of the parish may terminate their relationship with a minister of Word and Service as provided in †S14.43.d. of the synod constitution of the synod named in *C6.01. In such case, the other congregation(s) of the same parish shall have the right to terminate the parish agreement.
- *C20.06.** Whenever a parish agreement is terminated, the call of any rostered minister serving that parish is terminated. Should any congregation that was formerly part of the parish agreement desire to issue a new call to that rostered minister, it may do so in accordance with the call process of this church.

EXHIBIT C

25

**PENNSYLVANIA DEPARTMENT OF STATE
BUREAU OF CORPORATIONS AND CHARITABLE ORGANIZATIONS**

<input type="checkbox"/> Return document by mail to: William W. Matz, Jr. Name 211 W. Broad Street Address Bethlehem, PA 18018 City State Zip Code <input checked="" type="checkbox"/> Return document by email to: <u>billmatzlaw@gmail.com</u>	Statement of Merger DSCB:15-335 (7/1/2015)  335
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Read all instructions prior to completing.

Fee: \$70 plus \$40 for *each* association that is a party to the merger
The minimum amount to be submitted with this filing is \$150

In compliance with the requirements of the applicable provisions of 15 Pa.C.S. § 335 (relating to Statement of merger), the undersigned, desiring to effect a merger, hereby states that:

A. For the surviving association:

1. The name of the surviving association is: Blessed Trinity Lutheran Church
2. The jurisdiction of formation of the surviving association: Pennsylvania
3. The type of association of the surviving association is (check only one):
 - Business Corporation
 - Nonprofit Corporation
 - Limited Liability Company
 - Limited Partnership
 - Limited Liability (General) Partnership
 - Limited Liability Limited Partnership
 - Business Trust
 - Professional Association
 - Other _____

4. The surviving association is a (check only one box, provide address and follow instructions for attachments):

- Domestic (Pennsylvania) filing entity already in existence on Department of State records
If applicable, attach to this Statement any amendment to its public organic record approved as part of the plan of merger.
- NEW domestic (Pennsylvania) filing entity (includes limited liability limited partnership)
Attach to this Statement the public organic record of the new entity.
- Foreign filing association or foreign limited liability partnership already registered with the Department.
If applicable, attach to this Statement any amendment to or transfer of its foreign registration approved as part of the plan of merger.
- Foreign filing association or foreign limited liability partnership simultaneously seeking registration with the Department of State
Attach to this Statement a completed form DSCB:15-412 (Foreign Registration Statement) with applicable fee and attachments.

Its current registered office address. Complete part (a) **OR** (b) – not both:

(a) 2020 Washington Avenue, Bethlehem, PA 18018 Northampton
Number and street City State Zip County

(b) c/o: _____
Name of Commercial Registered Office Provider County

- NEW domestic (Pennsylvania) limited liability partnership or electing partnership
Attach completed DSCB:15-8201 (Statement of Registration) or DSCB:15-8701A (Statement of Election)
- Domestic association that is not a domestic filing association
Attach to this Statement tax clearance certificates.

The address, including street and number, if any, of its principal office:

Number and street City State Zip County

- Foreign association that is not, and will not, be registered with the Department of State
Attach to this Statement tax clearance certificates.

The address, including street and number, if any, of its registered or similar office, if any, required to be maintained by the law of its jurisdiction of formation; or if it is not required to maintain a registered or similar office, its principal office:

Number and street City State Zip

B. For the merging association(s) that are not surviving the merger:

1. The name of the merging association is: St Peter's Lutheran Church, St John's Lutheran Church, Light of Christ LC

2. The jurisdiction of formation of the merging association: Pennsylvania

3. The type of association is (check only one):

- | | | |
|-----------------------------------------------------------|------------------------------------------------------------------|---------------------------------------------------|
| <input type="checkbox"/> Business Corporation | <input type="checkbox"/> Limited Partnership | <input type="checkbox"/> Business Trust |
| <input checked="" type="checkbox"/> Nonprofit Corporation | <input type="checkbox"/> Limited Liability (General) Partnership | <input type="checkbox"/> Professional Association |
| <input type="checkbox"/> Limited Liability Company | <input type="checkbox"/> Limited Liability Limited Partnership | <input type="checkbox"/> Other _____ |

4. Check and complete one of the following addresses.

<input checked="" type="checkbox"/>	<p>If the merging association is a domestic filing association, domestic limited liability partnership or registered foreign association, the current registered office address as on file with the Department of State. <i>Complete part (a) OR (b) – not both:</i></p> <p>(a) <u>2020 Worthington Avenue, Bethlehem, PA 18018 Northampton</u> Number and street City State Zip County</p> <p>(b) c/o: _____ Name of Commercial Registered Office Provider County</p>
<input type="checkbox"/>	<p>If the merging association is a domestic association that is not a domestic filing association or limited liability partnership, the address, including street and number, if any, of its principal office:</p> <p>_____ Number and street City State Zip County</p>
<input type="checkbox"/>	<p>If the merging association is a nonregistered foreign association, the address, including street and number, if any, of its registered or similar office, if any, required to be maintained by the law of its jurisdiction of formation; or if it is not required to maintain a registered or similar office, its principal office address:</p> <p>_____ Number and street City State Zip</p>

**Use Statement of Merger – Addendum (DSCB:15-335AD)
for additional merging parties that are not surviving the merger.**

C. Effective date of statement of merger (check, and if appropriate complete, one of the following):

- This Statement of Merger shall be effective upon filing in the Department of State.
- This Statement of Merger shall be effective on: _____ at _____
Date (MM/DD/YYYY) Hour (if any)

D. Approval of merger by merging associations (check all applicable statement(s)):


- For domestic entities – The merger was approved in accordance with 15 Pa.C.S. Chapter 3, Subchapter C (relating to merger).
- For foreign associations – The merger was approved in accordance with the laws of the jurisdiction of formation.
- For domestic associations that are not domestic entities – The merger was approved by the interest holders of the merging association in the manner required by its organic law.

E. Attachments (see Instructions for required and optional attachments).

IN TESTIMONY WHEREOF, the undersigned merging associations have caused this Statement of Merger to be signed by duly authorized officers thereof this _____ day of _____, 20_____.

_____ Name of Merging Association	_____ Name of Merging Association
_____ Signature	_____ Signature
_____ Title	_____ Title

**PENNSYLVANIA DEPARTMENT OF STATE
BUREAU OF CORPORATIONS AND CHARITABLE ORGANIZATIONS**

<p>Statement of Merger - Addendum DSCB:15-335AD (7/1/2015)</p>	 335Ad
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This form is used to identify additional merging parties
and must be submitted with the Statement of Merger form (DSCB:15-335).

B. For the merging association(s) that are not surviving the merger (continued):

1. The name of the merging association is: S. John's Windish Evangelical Lutheran Church

2. The jurisdiction of formation of the merging association: Pennsylvania

3. The type of association is (check only one):

- | | | |
|-----------------------------------------------------------|------------------------------------------------------------------|---------------------------------------------------|
| <input type="checkbox"/> Business Corporation | <input type="checkbox"/> Limited Partnership | <input type="checkbox"/> Business Trust |
| <input checked="" type="checkbox"/> Nonprofit Corporation | <input type="checkbox"/> Limited Liability (General) Partnership | <input type="checkbox"/> Professional Association |
| <input type="checkbox"/> Limited Liability Company | <input type="checkbox"/> Limited Liability Limited Partnership | <input type="checkbox"/> Other <u>kjhkj</u> |

4. Check and complete one of the following addresses.

<input checked="" type="checkbox"/>	<p>If the merging association is a domestic filing association, domestic limited liability partnership or registered foreign association, the current registered office address as on file with the Department of State. <i>Complete part (a) OR (b) – not both:</i></p> <p>(a) <u>617 East Fourth Street, Bethlehem, PA 18018 Northampton</u> <small>Number and street City State Zip County</small></p> <p>(b) c/o: _____ <small>Name of Commercial Registered Office Provider County</small></p>
<input type="checkbox"/>	<p>If the merging association is a domestic association that is not a domestic filing association or limited liability partnership, the address, including street and number, if any, of its principal office:</p> <p>_____ <small>Number and street City State Zip County</small></p>
<input type="checkbox"/>	<p>If the merging association is a nonregistered foreign association, the address, including street and number, if any, of its registered or similar office, if any, required to be maintained by the law of its jurisdiction of formation; or if it is not required to maintain a registered or similar office, its principal office address:</p> <p>_____ <small>Number and street City State Zip</small></p>

IN TESTIMONY WHEREOF, the undersigned association has caused this Statement of Merger-Addendum to be signed by an authorized officer thereof this _____ day of _____, 20_____.

Name of Merging Association

Signature

Title

EXHIBIT D

Restricted Charitable Assets – SPLC

None.

EXHIBIT E

Restricted Charitable Assets – SJLC

None.

EXHIBIT F

Restricted Charitable Assets – LCLC

None.

EXHIBIT G

Officers of New Corporation*

President

Vice President

Secretary

Treasurer

*Subject to reorganization of the Council at its first regular council meeting.

EXHIBIT H

Assumed Contracts

SPLC

None.

SJLC

None.

LCLC

None.