

AGREEMENT OF MERGER

This AGREEMENT OF MERGER is entered into as of _____, 2024 by and between The Wellesley Congregational Church, a Massachusetts charitable corporation having its principal offices at 2 Central Street, Wellesley, Massachusetts 02482 (“Village Church” or the “Surviving Entity”), and The Congregational Church of Weston, a Massachusetts charitable corporation having its principal offices at 130 Newton Street, Weston, Massachusetts 02493 (“CCW” or the “Non-Surviving Entity”) (each a “Party” and collectively, “the Parties”).

RECITALS

A. Village Church provides the following services and conducts the following activities: As a covenant community called to choose God’s transforming love and make it real in this beautiful and broken world, Village Church, a member church of the United Church of Christ, conducts regular Christian worship services and ministers to its congregation and the wider worldwide community, welcoming all who seek to feel and express God’s love.

B. CCW provides the following services and conducts the following activities: CCW is a member church of the United Church of Christ with a purpose, as stated in its Bylaws, to “strive for the development of Christian character, the encouragement and promotion of worship and prayer, and the fulfillment of [its] mission in the world as a Christian Church looking for the Kingdom of God.”

C. The Parties have determined that it would be in their mutual best interests to merge pursuant to Massachusetts General Laws Chapter 180, section 10. They have made this decision based on the organizations’ overlapping missions and their determination that by combining their resources they will be able to enhance services provided to their congregations and the surrounding communities and to better utilize donations, assets, personnel, and other resources.

D. The Parties intend that, as a result of the merger, all the property of CCW, real, personal and mixed, and including but not limited to, leases, licenses, intellectual property, funds, grants, and other contractual rights shall be merged into and become the property of Village Church.

E. The Parties intend that, as a result of the merger, Village Church shall assume and be responsible for all the debts, liabilities, obligations, and duties of CCW.

NOW THEREFORE, in consideration of the mutual covenants and conditions herein, the Parties agree that CCW shall merge into and with Village Church, and Village Church shall be the surviving corporation, subject to the following terms and conditions:

1. Merger. As of the Effective Date of Merger (hereinafter defined), (a) CCW shall be merged into Village Church, (b) Village Church shall be the surviving corporation, and in such capacity is hereinafter sometimes referred to as the “Surviving Corporation,” and (c) the

separate existence of CCW shall cease. For avoidance of uncertainty, as of the Effective Date of Merger, Village Church shall assume by operation of law, without limitation, all assets of CCW and all obligations of CCW set forth in the agreements and other documents cited in Schedules 8(l), 8(n), 8(o) hereto and holder of the accounts referred to in Schedule 8(r).

2. Name of Surviving Corporation. The name of the Surviving Corporation shall be Wellesley Congregational Church.

3. Purposes of Surviving Corporation. The purposes of the Surviving Corporation shall be as set forth in the Articles of Organization of Village Church.

4. Articles of Organization and By-Laws. The Articles of Organization of Village Church, as presently in effect, shall be the Articles of Organization of the Surviving Corporation, as amended. The By-Laws of Village Church, as amended, as presently in effect, shall be the By-Laws of the Surviving Corporation.

5. Articles of Merger. At the closing, the Parties shall execute and deliver to Village Church original Articles of Merger substantially in the form attached hereto as Exhibit 1, except that Section 6(b) of said Articles of Merger, requesting the names and addresses of each individual who will hold office as a director (member of Church Council) and/or officer of the Surviving Corporation on the Effective Date of Merger (as defined below), shall be completed after an election is held for such positions at the February 11, 2024~~3~~ Annual Meeting of Village Church. Village Church shall file said original and complete Articles of Merger with the Massachusetts Secretary of the Commonwealth pursuant to Massachusetts General Laws, Chapter 180, section 10, in accordance with Section 6 below, provided that, if either Party is unable to attain the approval of this Agreement of Merger by two-thirds of all of its members, as required by Massachusetts General Laws, Chapter 180, section 10 (c) for the filing of the Articles of Merger with the Massachusetts Secretary of the Commonwealth, such party will instead file a petition under Massachusetts General Laws, Chapter 180, section 7A for approval of the Articles of Merger by the Massachusetts Secretary of the Commonwealth. Pursuant to G.L. c. 180, § 10, a copy of the Articles of Merger as certified by the Secretary of the Commonwealth shall be recorded in the Registry of Deeds and/or Registry District of the Land Court in each district of Massachusetts in which is situated real property stated in Section 8(l).

6. Closing Date and Effective Date of Merger. As used herein, the term “Closing Date” shall mean June 30, 2024 or such earlier or later time as the Parties may agree; the term “Closing” shall mean the closing hereunder to be held on the Closing Date; and the term “Effective Date of Merger” shall mean the date of filing of said Articles of Merger with the Secretary of the Commonwealth of Massachusetts, which shall be on June 30, 2024, or such earlier or later date as the Articles of Merger are accepted for filing by the Massachusetts Secretary of the Commonwealth.

7. Representations and Warranties of Village Church. Village Church represents and warrants to CCW as follows:

(a) Organization, Good Standing, Power and Authority. Village Church is a charitable nonprofit corporation duly organized, validly existing and in good standing under the laws of the Commonwealth of Massachusetts and has all requisite corporate power and authority to own, operate and lease its properties and to carry on its operations as now being conducted.

(b) Articles of Organization and By-Laws. Village Church has delivered to CCW complete and correct copies of its Articles of Organization and By-Laws, as amended to date. Village Church is not in default under or in violation of any provision of its Articles of Organization or By-Laws.

(c) Power, Due Authorization. (i) Village Church has the power and authority to execute and deliver this Agreement and to perform all its obligations hereunder in accordance with the terms hereof, and (ii) all necessary corporate action to authorize the consummation of the transactions contemplated by this Agreement on the part of Village Church has been duly and effectively taken, including, without limiting the generality of the foregoing, the approval thereof by the Village Church Council and by a duly convened meeting of the Village Church congregation; provided that, should the requisite corporate action --a vote of approval of this Agreement of Merger by two-thirds of all Village Church members -- not be achieved, Village Church will instead file a petition under Massachusetts General Laws, Chapter 180, section 7A for approval of the Articles of Merger by the Massachusetts Secretary of the Commonwealth, and the Closing will not occur until such petition has been filed. The execution and delivery by Village Church of this Agreement and the performance by Village Church of its obligations hereunder have been and will be on the Closing Date duly and validly authorized by all necessary corporate action on its part. This Agreement is the valid and binding obligation of Village Church, enforceable against it in accordance with its terms, except that (A) enforcement may be subject to bankruptcy, insolvency, reorganization, moratorium or other similar laws now or hereafter in effect relating to creditors rights generally and (B) the remedies of specific performance and injunctive and other forms of equitable relief may be subject to equitable defenses and other discretion of the court before which any proceeding therefor may be brought.

(d) Tax Status. Village Church is a tax-exempt organization described in section 501(c)(3) of the Internal Revenue Code (the "Code") and a public charity described in section 509(a)(1) of the Code, and Village Church has received no notice of revocation or suspension of either status and has no knowledge of facts that would support or warrant such revocation or suspension.

8. Representations and Warranties of CCW. CCW represents and warrants to Village Church as follows:

(a) Organization, Good Standing, Power and Authority. CCW is a charitable nonprofit corporation duly organized, validly existing and in good standing under the laws of the Commonwealth of Massachusetts and has all requisite corporate power and authority to own, operate and lease its properties and to carry on its operations as now being conducted.

(b) Articles of Organization and By-Laws; Subsidiaries. CCW has delivered to Village Church complete and correct copies of its Articles of Organization and By-Laws, as

amended to date. CCW is not in default under or in violation of any provision of its Articles of Organization or By-Laws. CCW does not own, directly or indirectly, shares of capital stock, or any other equity interest in, any business corporation or entity, except as a part of its investment portfolio, and CCW does not control any nonprofit corporation or other nonprofit organization.

(c) Books and Records. (i) The minute books of CCW contain, in all material respects, accurate records of all meetings and, in all material respects, accurately reflect all other actions taken by the Church Council of CCW. Complete and accurate copies of all such minute books for the years 2020 to 2023 have been provided or made available by CCW to Village Church.

(ii) The books of account and other financial records of CCW (A) reflect all items of income and expense and all assets and liabilities required to be reflected therein in accordance with generally accepted accounting principles applied on a basis consistent with the past practices of CCW throughout the periods involved, (B) are in all material respects complete and correct and do not contain or reflect any material inaccuracies or discrepancies, and (C) have been maintained, in all material respects, in accordance with good business and accounting practices.

(d) Power, Due Authorization. (i) CCW has the power and authority to execute and deliver this Agreement and to perform all its obligations hereunder in accordance with the terms hereof, and (ii) all necessary corporate action to authorize the consummation of the transactions contemplated by this Agreement on the part of CCW has been duly and effectively taken, including, without limiting the generality of the foregoing, the approval thereof by the CCW Church Council and by a duly convened meeting of the CCW congregation; provided that, should the requisite corporate action--a vote of approval of this Agreement of Merger by two-thirds of all CCW members--not be achieved, CCW will instead file a petition under Massachusetts General Laws, Chapter 180, section 7A for approval of the Articles of Merger by the Massachusetts Secretary of the Commonwealth, and the Closing will not occur until such petition has been filed. The execution and delivery by CCW of this Agreement and the performance by CCW of its obligations hereunder have been and will be on the Closing Date duly and validly authorized by all necessary corporate action on its part. This Agreement is the valid and binding obligation of CCW, enforceable against it in accordance with its terms, except that (A) enforcement may be subject to bankruptcy, insolvency, reorganization, moratorium or other similar laws now or hereafter in effect relating to creditors rights generally, and (B) the remedies of specific performance and injunctive and other forms of equitable relief may be subject to equitable defenses and other discretion of the court before which any proceeding therefor may be brought.

(e) Other Agreements. Neither the execution and delivery by CCW of this Agreement nor the performance by it of its obligations hereunder or thereunder, will, or with the giving of notice or the lapse of time or both will:

(i) violate any order, writ, injunction, decree, law, statute, rule, regulation, or agreement applicable to CCW, in a manner which would materially adversely affect CCW or any

of the properties or assets of CCW or prohibit the consummation of the transactions contemplated hereby; or

(ii) conflict or result in a breach of any provision of the Articles of Organization or By-Laws of CCW; or

(iii) except as set forth in Schedule 8(e)(iii), conflict with, result in any breach of, constitute a default (or an event that with the giving of notice or lapse of time, or both, would become a default) under, or give to others any rights of termination, amendment, acceleration, suspension, revocation, or cancellation of, or result in the creation of an encumbrance of any kind on any of the properties or assets of CCW pursuant to, any note, bond, mortgage, indenture, material contract, agreement, lease, license, permit, franchise, or other instrument or arrangement to which CCW is a party or by which CCW or any of its properties or assets is bound or affected.

(f) Financial Statements. CCW has delivered to Village Church its unaudited statements of activities and financial position for the period ended December 31, 2023. Such financial statements are correct and complete and have been prepared in accordance with generally accepted accounting principles applied consistently during the periods covered thereby and present fairly the financial condition of CCW at the dates of said statements and the results of its operations for the periods covered thereby.

(g) Absence of Certain Changes or Events. Since December 31, 2023, CCW has not:

- (i) incurred any obligation or liability (contingent or otherwise) except for normal trade or business obligations incurred in the ordinary course of its operations;
- (ii) sold, transferred, leased or otherwise disposed of any of its assets or properties, except for a fair consideration in the ordinary course of its operations;
- (iii) waived or released any rights of any material value;
- (iv) entered into any employment arrangement, agreement, or undertaking not terminable at will;
- (v) suffered the occurrence of any event or events which, individually or in the aggregate, has or have resulted in a material adverse change in its operations, prospects, earnings, assets, or properties, or in its condition, financial or otherwise; or
- (vi) entered into any other material transaction, contract, or commitment other than in the ordinary course of its operations.

(h) No Consents. Except as set forth in Section 8(d)(ii) hereof and on Schedule 8(h), no consent, authorization, approval, waiver, agreement, or designation of any person, party, court, government or entity is required to be obtained by CCW in connection with the execution

and delivery of this Agreement, the consummation of the transactions contemplated hereby, or the receipt by Village Church, after the Effective Date of Merger, of funding currently received by CCW. On or before the Closing Date, CCW shall have obtained, or cause to be obtained, all of the consents, authorizations, approvals, waivers, agreements, and designations set forth on Schedule 8(h), and any other consents, authorizations, approvals, agreements, and designations which, between the date hereof and the Closing Date, may be required to be obtained in connection with the consummation of the transactions contemplated hereby or thereby.

(i) Compliance with Laws. CCW has received no notice of any alleged violation of any, and to the best of its knowledge CCW is in compliance in all material respects with all, statutes, laws and regulations, licenses, permits, orders, writs, decrees or injunctions applicable to CCW or to the ownership and use of CCW's properties and assets, including without limitation (i) all environmental laws and regulations, (ii) all consumer protection laws and regulations, (iii) all equal employment practices, laws and regulations and (iv) all applicable requirements of the Employee Retirement Income Security Act of 1974, as amended, and (iv) all laws relating to the administration of grants or contracts from public agencies. Schedule 8(i) hereto lists all material permits, licenses, orders and approvals, and all registrations with or consents of governmental authorities, necessary, to the best of CCW's knowledge, to conduct its business in substantially the same manner as it is presently conducted.

(j) Taxes. CCW is a tax-exempt organization described in section 501(c)(3) of the Internal Revenue Code (the "Code") and a public charity under section 509(a)(1) of the Code. CCW has received no notice of revocation or suspension of either status and has no knowledge of facts that would support or warrant such revocation or suspension. CCW has filed all tax returns and forms required to be filed including, without limiting the generality of the foregoing, federal (United States), state and local tax returns, and has paid in full all taxes, estimated taxes, interest, penalties, assessments, and deficiencies assessed in connection with such returns.

(k) Litigation. Except as specified in Schedule 8(k), there are no actions, suits, proceedings or investigations pending or, to the knowledge of CCW, threatened against or affecting CCW, at law or in equity, or before or by any federal, state, municipal or other governmental or nongovernmental department, commission, board, bureau, agency, or instrumentality, or any other person, and there are no outstanding or unsatisfied judgments, orders, decrees, or stipulations affecting CCW or to which it may become a party. CCW does not have reason to believe that any such action, suit, proceeding, or investigation may be brought or threatened against CCW.

(l) Properties; Insurance. CCW owns the following real property:

- 5 Laurel Road, Weston, Massachusetts, and
- 130 Newton Street, Weston, Massachusetts.

The insurance policies of CCW are now, and at the Closing shall be, in full force and effect and provide for coverages which are usual and customary in the operations of CCW as to amount and

scope. A complete list of the insurance policies of CCW is set forth on Schedule 8(l), and true copies of each of such policies have been furnished to Village Church.

(m) Patents, Trademarks, etc. Schedule 8(m) correctly sets forth all United States, state and foreign patents, all registered trademarks, all copyrights for which applications have been filed, all trademarks and service marks (registered or not) and trade names that are owned by CCW and which are being used in CCW's business, and CCW owns, to the best of its knowledge, the entire right, title and interest in and to the same. CCW has not received any notice that any of the patents, copyrights, trademarks, service marks, or trade names being transferred by it to Village Church either infringes on the rights of or is being challenged by any third party.

(n) Contracts. Schedule 8(n) hereto sets forth each material contract, agreement, or commitment to which CCW is a party or by which any of its properties or assets is bound. "Material" for purposes of this subparagraph shall mean involving or requiring receipts or payments by CCW of five thousand dollars (\$5,000) or more per year. Each such material contract is now, and at the Closing shall be, in full force and effect and a legal, valid and binding obligation of CCW, except as provided in Section 12 of this Agreement. CCW has received no notice alleging that it is, and CCW is not, to the best of its knowledge, in default under any of such contracts.

(o) Leases. Schedule 8(o) hereto sets forth each lease of real and personal property, including each equipment lease and each automobile lease, to which CCW is a party or by which it is bound. Each such material lease is now, and at the Closing shall be, in full force and effect and a legal, valid, and binding obligation of CCW, except as provided in Section 12 of this Agreement, "material" being as defined in subparagraph 8(n) above. CCW has received no notice alleging that it is, and CCW is not, to the best of its knowledge, in default under any of such leases.

(p) Employee Matters. CCW is not subject to any collective bargaining agreements relating to any of its employees engaged in the conduct of its operations. CCW's operations are not affected, and have not been affected in the past five (5) years, by any actual or threatened strike, work stoppage, or other labor disturbance, nor, to the knowledge of CCW, is any union attempting to represent any employees of CCW as a collective bargaining unit. CCW (i) except as set forth in Schedule 8(p)(i), is not now a party to, and at the Closing shall not be a party to, and does not now operate, and at the Closing shall not operate, any bonus, pension, profit sharing, deferred compensation, retirement, hospitalization insurance, medical insurance, or similar plan or practice, formal or informal (including without limitation any "employee benefit plan" as defined in the Employee Retirement Income Security Act of 1974, as amended), in effect with respect to any employees or others, or with respect to which CCW could incur liability; (ii) is not now bound by, and at the Closing shall not be bound by, any written agreement with any employee providing for a specified period of notice of termination or providing for any fixed term of employment; (iii) does not now have and at the Closing shall not have any employees who cannot be dismissed by CCW upon such notice as is required by statute or common law; (iv) is current, and through the Closing shall remain current, in all of its obligations to or with respect to its employees and there are not now, and will not be at the time

of the Closing, any accrued or accruing obligations of CCW to its employees for vacation, sick leave, or other similar matters except in accordance with CCW's existing policies and procedures; and (v) to the best of CCW's knowledge has met all reporting and disclosure requirements in connection with any employee benefit plans, including but not limited to Form 5500, for all years after January 1, 2019.

(q) Payables and Receivables. The accounts payable and receivable of CCW relating to its operations have resulted from bona fide transactions in the ordinary course of CCW's operations, and the receivables represent bona fide claims of CCW against debtors for sales made or services performed.

(r) Bank Accounts, Powers of Attorney. Schedule 8(r) sets forth the name and address of (i) each bank or other financial institution with which CCW has an account or safe deposit box and the name of each person authorized to draw thereon or have access thereto, and (ii) the name of each person holding a power of attorney or proxy on behalf of CCW. At the time of the Closing, CCW shall not have any such account or safe deposit box other than those listed on Schedule 8(r) as it may be amended prior to the Closing, nor shall any additional persons have been authorized, after the date hereof, to draw thereon or have access thereto or to hold any such power of attorney without prior written notification to Village Church of the name and address of each such persons.

(s) Restricted Funds. Except as specified in Schedule 8(s), CCW does not hold any funds that are restricted as to principal or purpose by terms imposed by a donor, by the terms of a solicitation by CCW, by any agreement or otherwise.

(t) Member and Donor Lists. Complete lists of member and of donor names and contact information, including the total gift and/or average amount per donor for the years 2020 through 2023, is available in digital form on a CCW computer that will be transferred to Village Church upon the merger.

(u) Full Disclosure, Accuracy of Representations and Warranties. CCW is not aware of any facts pertaining to its operations which would make any of the representations and warranties of CCW contained herein false or misleading. No representation or warranty by CCW in this Agreement contains any untrue statement of a material fact, or omits a material fact necessary to make the statements contained therein, in light of the circumstances under which they are made, not misleading.

9. Covenants of Village Church Prior to the Closing.

Village Church covenants and agrees that, between the date of this Agreement and the Closing:

(a) Village Church shall take all corporate and other actions necessary or appropriate to effect the consummation of the transactions contemplated by this Agreement.

(b) Village Church shall cooperate with CCW to submit all applications for governmental and other consents, approvals, designations, and transfers and/or assignments of contracts, if any, necessary or appropriate to consummating the transactions contemplated hereby and the continuation or renewal of government funding, and shall use all reasonable efforts to obtain and maintain the effectiveness of such consents, approvals, designations, transfers, and assignments.

(c) Village Church shall refrain from taking any action which would interfere with its ability to perform under, or which would prevent or interfere with the consummation of the transactions contemplated by, this Agreement.

10. Covenants of CCW Prior to the Closing.

CCW covenants and agrees that, between the date of this Agreement and the Closing:

(a) Village Church and its officers, employees, and other agents, including its accountants and counsel, shall have reasonable access to the books of account and other business records of CCW for the purpose of examining and inspecting the same and making copies of and extracts from such records and documents. To obtain such access, Village Church should contact Paul Schendel, CCW's Moderator, or Marina Berga, CCW's accountant, who shall make a good faith effort to provide access at reasonable times and for reasonable periods during business hours upon forty-eight (48) hours' prior written notice by Village Church. In the event that Paul Schendel or Marina Berga is not available, Village Church's access may be delayed.

If the Closing is not consummated as provided for herein, Village Church and its representatives shall treat all information obtained in such examination as confidential (except to the extent such information can be shown to be in the public domain, other than through acts of Village Church or its representatives in breach of this provision) and shall return to CCW all documents provided by CCW and all copies made by Village Church or its representatives.

(b) CCW will (i) carry on its operations in substantially the same manner as heretofore carried on; (ii) continue to collect receivables and pay accounts in the ordinary course of its operations; (iii) not encumber or sell or transfer in any way its right, title, and interest in and to any of its properties or assets (except for sales, transfers or other dispositions of assets in the ordinary course of its operations or with respect to obsolete or damaged assets); and (iv) refrain from entering into or terminating any material contracts without prior approval of Village Church, "material" being as defined in subparagraph 8(n) above.

(c) CCW shall take all corporate and other actions necessary or appropriate to effect the consummation of the transactions contemplated by this Agreement.

(d) CCW shall maintain insurance on its assets and on its operations as currently insured, with no reductions in the types or amounts of coverage and with no increase in deductibles or co-payments.

(e) CCW shall diligently pursue with Village Church's cooperation all applications for governmental, funding source, and other third party consents and approvals, if any, necessary or appropriate to consummating the transactions contemplated hereby and ensure continuation of funding that CCW has received or for which it has applied and shall use all reasonable efforts to obtain and maintain the effectiveness of such consents and approvals.

(f) CCW shall refrain from taking any action which would interfere with its ability to perform under, or which would prevent or interfere with the consummation of, the transactions contemplated by, this Agreement.

(g) CCW shall deliver to Village Church, in accordance with its current practices and procedures, but in no event later than the thirtieth (30th) day of each month, current monthly financial statements covering the period through the last day of the preceding month.

11. Conditions Precedent to Closing by CCW.

The obligation of CCW to close the merger specified herein is subject to the fulfillment, in all material respects, of the conditions set forth in this Section 11 at or prior to the Closing. If any one or more of such conditions is not so fulfilled, CCW shall be entitled, at its sole option, to waive such condition or to terminate this Agreement and decline to consummate the transactions contemplated hereby, and each of the parties to this Agreement shall thereupon be released from all its obligations hereunder with no liability whatsoever.

(a) All the agreements and covenants contained in this Agreement that are to be complied with, satisfied, and performed, or caused to be complied with, satisfied, and performed, by Village Church on or before the Closing Date shall, in all material respects, have been complied with, satisfied, and performed; provided, however, that CCW may in its sole discretion terminate this Agreement if the Secretary of the Commonwealth of Massachusetts has not by December 31, 2024, approved of the relief requested by the petition contemplated by Sections 7(c) and 8(d) hereof.

(b) All of the representations and warranties made by Village Church in this Agreement, or in any certificate or document furnished or to be furnished to CCW hereunder, shall be true and correct in all material respects both on and as of the date of this Agreement and on and as of the Closing Date; provided, however, that Village Church may provide a disclosure letter to CCW as of the Closing Date disclosing any modifications to such representations and warranties as may be necessary to reflect changes in fact since the date of this Agreement and to make such representations and warranties true and correct as of the Closing Date, and, if CCW, in its discretion, accepts such modifications, such representations and warranties shall be deemed modified accordingly.

(c) CCW shall have received a certificate of the Clerk or other recording officer of Village Church, dated as of the Closing Date, certifying as to (i) its Articles of Organization and By-Laws; (ii) the due adoption by its Council and congregation of resolutions authorizing the execution, delivery, and performance of this Agreement and the transactions contemplated

hereby, and (iii) the incumbency and signatures of its officers authorized to execute and deliver this Agreement and all other agreements and instruments contemplated hereby and thereby.

(d) No action or proceeding before a court or before or by any other administrative or governmental body shall have been instituted or threatened by any government or agency, or by any other third party, against Village Church or its operations, or against any of the property or assets of Village Church, which would prohibit the consummation of the transactions contemplated hereby or materially and adversely affect its operations.

(e) CCW shall have received a certificate, signed by the Moderator of Village Church and dated as of the Closing Date, certifying as to the accuracy on the Closing Date of the matters specified in subsections (b), (d) and (f).

(f) There shall have been no material adverse change in the financial condition, results of operations, operations, properties, assets or liabilities (financial or otherwise) of Village Church.

(g) CCW shall have received a certificate of legal existence as to Village Church issued by the Massachusetts Secretary of the Commonwealth within ten days of the Closing Date.

12. Conditions Precedent to Closing by Village Church.

The obligation of Village Church to close the merger specified herein is subject to the fulfillment, in all material respects, of the conditions set forth in this Section 12 at or prior to the Closing. If any one or more of such conditions is not so fulfilled, Village Church shall be entitled, at its sole option, to waive such condition or to terminate this Agreement and decline to consummate the transactions contemplated hereby, and each of the parties to this Agreement shall thereupon be released from all its obligations hereunder with no liability whatsoever.

(a) All the agreements and covenants contained in this Agreement that are to be complied with, satisfied, and performed, or caused to be complied with, satisfied, and performed by CCW on or before the Closing Date shall, in all material respects, have been complied with, satisfied, and performed: provided, however, that Village Church may in its sole discretion terminate this Agreement if the Secretary of the Commonwealth of Massachusetts has not by December 31, 2024, approved of the relief requested by the petition contemplated by Sections 7(c) and 8(d) hereof.

(b) All of the representations and warranties made by CCW in this Agreement, or in any certificate or document furnished or to be furnished to Village Church hereunder, shall be true and correct in all material respects both on and as of the date of this Agreement and on and as of the Closing Date; provided, however, that CCW may provide a disclosure letter to Village Church as of the Closing Date disclosing any modifications to such representations and warranties as may be necessary to reflect changes in fact since the date of this Agreement and to make such representations and warranties true and correct as of the Closing Date, and, if Village

Church, in its discretion, accepts such modifications, such representations and warranties shall be deemed modified accordingly.

(c) Village Church shall have received a certificate of the Clerk or other recording officer of CCW, dated as of the Closing Date, certifying as to (i) its Articles of Organization and By-Laws; (ii) the due adoption by its Council and congregation of resolutions authorizing the execution, delivery, and performance of this Agreement and the transactions contemplated hereby, and (iii) the incumbency and signatures of its officers authorized to execute and deliver this Agreement and all other agreements and instruments contemplated hereby and thereby.

(d) Since the date the Parties entered into this Agreement, CCW shall have continued its operations in the ordinary course of business, shall not have incurred obligations or liabilities relating to its operations except in the ordinary course of business, and shall not have sold, distributed, or transferred any of the properties or assets of CCW (except for sales, transfers or other dispositions of assets in the ordinary course of business or with respect to obsolete or damaged assets).

(e) No action or proceeding before a court or before or by any other administrative or governmental body shall have been instituted or threatened by any government or agency, or by any other third party, against CCW or its operations, or against any of the property or assets of CCW, which would prohibit the consummation of the transactions contemplated hereby or materially and adversely affect its operations.

(f) Village Church shall have received a certificate, signed by the Moderator of CCW and dated as of the Closing Date, certifying as to the accuracy on the Closing Date of the matters specified in subsections (b), (d) (e) and (h).

(g) CCW shall have delivered to Village Church such consents, approvals, waivers, and novations of contracts and other documents, if any, as shall, in Village Church's reasonable determination, be necessary to permit the consummation of the transactions contemplated by this Agreement and the contracting and billing by Village Church subsequent to the Effective Date of Merger for services or facilities now provided by CCW, and such consents, approvals, and waivers shall be in written form, free of all unsatisfied conditions and in full force and effect.

(h) There shall have been no material adverse change in the financial condition, results of operations, operations, properties, assets or liabilities (financial or otherwise) of CCW.

(i) Village Church shall have received a certificate of legal existence as to CCW issued by the Massachusetts Secretary of the Commonwealth within ten days of the Closing Date.

(k) CCW shall have provided minutes of meetings of its Church Council for at least the calendar years 2022 and 2023.

13. Post-Closing Assurances and Organizational Issues.

(a) Transfer of Ownership and Assumption of Liabilities. The Parties agree and acknowledge that upon the Effective Date of Merger, all the property of CCW, real, personal and mixed, and including but not limited to, leases, licenses, intellectual property, funds, grants, and other contractual rights, shall be deemed to be owned by Village Church. Furthermore, upon the Effective Date of Merger, Village Church will assume all the debts, liabilities, obligations, and duties of CCW.

(b) CCW Officers' Continuing Obligations. From time to time after the Closing, at Village Church's reasonable request and without further consideration, the former officers of CCW in the name of CCW shall execute and deliver such other and further instruments of conveyance, assignment, transfer, and consent, and take such other actions, as Village Church may reasonably request for the consummation of the transactions contemplated hereby.

14. Abandonment of Merger. The merger contemplated by this Agreement may be abandoned by mutual agreement of Village Church and CCW at any time prior to the filing of the Articles of Merger with the Secretary of the Commonwealth of Massachusetts.

15. Miscellaneous.

(a) Assignment. Neither Party may assign or otherwise transfer its rights, duties, or obligations under this Agreement to any person or entity without the written consent of the other Party.

(b) Binding Effect. This Agreement shall be binding upon and shall inure to the benefit of the Parties hereto and their respective successors and permitted assigns.

(c) Severability. The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision hereof.

(d) Captions. The captions in this Agreement are for reference only and in no way define, limit, extend or describe the scope of this Agreement or the intent of any provision hereof.

(e) Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts, without regard to its principles of conflicts of laws.

(f) Waiver. A waiver of a breach or default under this Agreement shall not be a waiver of any other breach or default. Failure or delay by either Party to enforce compliance with any term or condition of this Agreement shall not constitute a waiver of such term or condition.

(g) Entire Agreement. This Agreement constitutes the entire agreement of the Parties and supersedes all previous communications, representations, understandings, or agreements with respect to the subject matter hereof. This Agreement may be modified only by written agreement signed by both Parties.

(h) Notices. All notices required or permitted to be given under or related to this Agreement shall be in writing and delivered by hand; by certified mail, postage pre-paid, return receipt requested; by express mail overnight delivery; by express courier service overnight delivery, or by electronic transmission. Except as otherwise provided herein, notice shall be deemed given when so delivered by hand, or if mailed by certified mail, three days after it is deposited with the U.S. Postal Service; or if sent by express mail or express courier service overnight delivery, one day after it is deposited with the U.S. Postal Service or such other service; or if sent by electronic transmission, on the date received by the addressee. The Parties' respective addresses for purposes of notice shall be as follows, unless and until a different address is specified by either Party in accordance with this subsection.

(i) if to CCW, to:

Congregational Church of Weston
Attention: Moderator
130 Newton Street
Weston, MA 02493
Email: pschendel@comcast.net

And cc to:

Jonathan Guest
6 Fairbanks Place
Natick, MA 01760
Email: jcguest@me.com

(ii) if to Village Church, to:

Wellesley Congregational Church
Attention: Moderator
2 Central Street
Wellesley, MA 02482
Email: moderator@wellesleycongregationalchurch.org

and cc to:

Anita Lichtblau
Casner & Edwards
303 Congress Street
Boston, MA 02210
Email: lichtblau@casneredwards.com

(i) Knowledge. Whenever any provision hereof refers to the knowledge or awareness of either Party or notice to either Party, such provision shall be construed to refer only to (i) information kept by such Party in written form as part of its official records, and (ii) information

of which any one or more of the Moderator, Senior Pastor (in the case of Village Church), Pastor (in the case of CCW), or the Treasurer of such Party has actual knowledge or awareness.

(j) Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same agreement.

(k) Electronic Transaction. The Parties agree to conduct the transaction contemplated by this Agreement by electronic means for purposes of Massachusetts General Laws, Chapter 110G, Section 5.

[Balance of page intentionally left blank]

WITNESS the execution hereof under seal on the day and year first above written.

The Wellesley Congregational Church

By: _____

Name:

Title: Moderator

The Congregational Church of Weston

By: _____

Name:

Title: Moderator

List of Exhibits

Exhibit 1 Articles of Merger

List of Schedules

Schedule 8(e)(iii)	Conflict, breach, or default
Schedule 8(h)	Consents, authorizations, approvals, etc.
Schedule 8(i)	List of material permits, licenses, orders, etc.
Schedule 8(k)	Litigation
Schedule 8(l)	List of insurance policies
Schedule 8(m)	Patents, copyrights, trademarks, service marks, and tradenames
Schedule 8(n)	List of material contracts, agreements, or commitments
Schedule 8(o)	List of leases of real and personal property, including equipment and automobile leases
Schedule 8(p)(i)	Employee benefits
Schedule 8(r)	Names of banks or financial institutions, with account or safe deposit box information, including names of persons authorized to draw thereon or have access thereto, or persons holding a power of attorney or proxy
Schedule 8(s)	Restricted funds

Schedule 8(e)(iii)

Conflict, breach, or default

No exceptions other than outstanding credit line loan from Village Bank to WCC may contain a default clause triggered by change of control as of a merger; loan to be paid off prior to merger completion.

Schedule 8(h)

Consents, authorizations, approvals, etc.

No exceptions except for WCC credit line at Village Bank which WCC expects to pay and close prior to the Closing

Schedule 8(i)

List of material permits, licenses, orders, etc.

Fire alarm system—maintenance and semi-annual inspections—Church:
Easton Electronics

Heating system inspections (semi-annual)—Church: Mass. Dept. of Fire Services. Equipment
ID No. MA 144209

Weston Fire Department inspection—Church

Schedule 8(k)

Litigation

No exceptions

Schedule 8(1)

List of insurance policies

Insurance policies:

Church and parsonage: Church Mutual Insurance Co., S.I., commercial/multi-peril
policy No. 0349519 02-530400 (2/23/23 – 2/28/24)
(2024-2025 policy No. 0349519 25-671565 (2/28/24 – 2/28/25))

Schedule 8(m)

Patents, copyrights, trademarks, service marks, and tradenames

None

Schedule 8(n)

List of material contracts, agreements, or commitments

Employment, independent contractor contracts:

Brad Harding, Facilities Administrator/Manager—3/13/22 P. Schendel confirmation letter refers to a pre-existing job description (letter previously supplied to Village Church); letter is silent as to term of service or termination provisions. To WCC's knowledge, the relationship is terminable at will.

Marina Berga, Accountant—3/1/22 P. Schendel confirmation letter, \$36.81 hourly rate consistent with Village Church increase

Doseon Woo, Organist—2/2/22 P. Schendel letter updating July 4, 2018 appointment letter (previously supplied to Village Church). Letter is silent as to term of service or termination provisions. To WCC's knowledge, the relationship is terminable at will.

Sharon Funk, Church Administrator—3/1/22 P. Schendel confirmation letter, \$27.08 hourly rate consistent with WVC increase.

NOTE: Ms. Berga and Ms. Fink are initially engaged by Village Church and "seconded" to WCC. Their confirmation letters have been delivered to Village Church.

Utilities:

Church:

Electricity—Eversource
Gas—National Grid
Water—Town of Weston
Telephone and cable/internet - Verizon/Fios

Parsonage:

Electricity—Eversource
Gas—National Grid
Water—Town of Weston

Payroll: Paychex

Insurance policies stated in Schedule 8(l) are incorporated herein by reference.

Lawn service, snow removal, seasonal cleanup (including parsonage gutters)—Church and Parsonage: To WCC's knowledge neither of the following relationships is subject to a term and each is terminable at will.

E.D. Anderson Landscape Contractors, Wayland. 508-358-5819

Cleaning—Church: Ana Paula, 508-840-0828 (now employed by Dsouza Construction Co., 304 Grove St., Framingham, MA 01701. To WCC’s knowledge Ms. Paula is not subject to a written agreement with respect to this relationship.

Schedule 8(o)

List of leases of real and personal property, including equipment and automobile leases

Lease Agreement dated January 15, 2024, between CCW and Wellesley Community Children's Center—one- year term ending August 15, 2024

Unwritten rental agreements for periodic or occasional use of WCC premises with:

Spirit of Life
Agape
Omid
People of the Promise
Ma'yan Tikvah

See Rental Activity Report in CCW 2022 Annual Report (previously delivered to Village Church)

Schedule 8(p)

Employee benefits

No exceptions

Schedule 8(p)(v)

Form 5500 Filings

No exceptions

Schedule 8(r)

Names of banks or financial institutions, with account or safe deposit box information, including names of persons authorized to draw thereon or have access thereto, or persons holding a power of attorney or proxy

Checking account, Village Bank, 320 Needham Street, Suite 200, Newton, MA 02464 (account number confidentially delivered to Village Church)

Persons authorized to draw on that account or to have access:

Marina Berga

Mary Cross

Craig Taney

Paul Schendel

PayPal account (account number confidentially delivered to Village Church)

Persons authorized to draw on that account or to have access:

Marina Berga

Mary Cross

Craig Taney

Three investment accounts and a receiving/clearing account with Charles Schwab & Co. as custodian

See Schedule 8(s)

Persons authorized to draw on those accounts or to have access:

Jeffrey Heuer

Susan Banghart

Person(s) holding power of attorney or proxy: None

Schedule 8(s)

Restricted funds

WCC has adopted “Endowment Policy of the Congregational Church of Weston, UCC” (two pages, undated) which sets forth a “Mission Statement” containing, inter alia, endowment management and utilization guidelines, but does not refer to any donor-restricted fund. A copy has been delivered to Village Church.

WCC has adopted “Stewardship Guidelines for Investment Funds” (two pages, undated) that refers to five funds (Music Fund, Outreach Endowment Fund, METCO Fund, Stock Fund, and Memorial Endowment Fund). A copy has been delivered to Village Church.

Harnish Education Fund— dedicated to adult education but unclear whether that is a donor restriction. Has been used for honoraria for community presentations. Unclear whether donation documents still exist.

Section 10 of the Memorandum of Understanding between WCC and Village Church states how the CCW investment funds are to be managed (beginning the Effective Date of Merger) and, in particular, use restrictions for the Outreach Endowment Fund and Harnish Education Fund.