

## ***AGREEMENT AND PLAN OF MERGER***

This MERGER AGREEMENT (the “Agreement”) is made this \_\_\_\_ day of \_\_\_\_\_, 2025, between the following entities, each of which may be referred to herein as a “Party” and collectively may be referred to herein as the “Parties”:

**The Incorporated Trustees of the Episcopal Diocese of Central Pennsylvania, doing business as The Episcopal Diocese of Central PA**, a Pennsylvania nonprofit corporation with a registered address at 101 Pine Street, Harrisburg, Pennsylvania 17101 (“DCPA”);

**The Incorporated Trustees of the Diocese of Bethlehem, a/k/a the Incorporated Trustees of the Episcopal Diocese of Bethlehem**, a Pennsylvania nonprofit corporation with a registered address at 321 Wyandotte Street, Bethlehem, Pennsylvania 18015 (Bethlehem Trustees”); and

**The Diocese of Bethlehem, a/k/a The Episcopal Diocese of Bethlehem** a Pennsylvania nonprofit corporation with a registered address at 321 Wyandotte Street, Bethlehem, Pennsylvania 18015 (“Bethlehem”).

### RECITALS

This Agreement is based on the following circumstances and mutual understandings of the Parties:

A. Each of the Parties is a constituent part of the Protestant Episcopal Church of the United States of America, also known as The Episcopal Church (the “Church”), and each is a tax-exempt entity under the Church’s federal group tax exemption number 3741.

B. In October of 2022, the diocesan conventions of DCPA and Bethlehem agreed to enter into a period of intentional exploration with one another to explore a possible reunification as one diocese. The diocesan Standing Committees appointed ten members to the Reunification Discernment Committee with equal representation from each diocese to work with the Bishops of each Diocese in this discernment. The Bishops also appointed two chaplains and brought on an outside consultant to help guide and support the process. The Reunification Discernment Committee began its work in January 2023.

C. As a result of the work of the Reunification Discernment Committee, an Agreement of Union was presented to and approved by the duly called Annual Conventions of DCPA and Bethlehem on October 19, 2024.

D. Pursuant to the Agreement of Union, each of the Parties desires to combine its resources, and to merge Bethlehem Trustees and DCPA with and into Bethlehem, with Bethlehem becoming the surviving institution under the name The Episcopal Diocese of the Susquehanna after the consummation of such merger. To that end, each of the Parties wishes to adopt this Agreement and a Plan of Merger in accordance with Section 332 of Title 15 of the Pennsylvania Consolidated Statutes (the “Associations Code”).

NOW, THEREFORE, incorporating the foregoing circumstances and mutual understandings of the Parties, and in consideration of the mutual representations, warranties, covenants, and agreements contained herein and for other good and valuable consideration, the receipt, adequacy, and sufficiency of which is hereby acknowledged, and upon the terms and subject to the conditions hereinafter set forth, the Parties hereto, intending to be legally bound hereby, agree as follows:

## ARTICLE ONE Certain Defined Terms

In addition to such terms as may be defined above or elsewhere in this Agreement, certain capitalized words and phrases, acronyms, and symbols used herein have the meanings given to them in EXHIBIT A.

## ARTICLE TWO The Merger

2.1 The Merger. Upon the terms set forth in this Agreement and in accordance with the applicable provisions of the Associations Code, Bethlehem Trustees and DCPA will be merged into Bethlehem (the “Merger”), with Bethlehem being the entity surviving the Merger, and the name of the surviving entity shall be changed to The Episcopal Diocese of the Susquehanna (hereinafter referred to as the “Surviving Entity” or “Susquehanna”).

2.2 Closing. The closing of the Merger (the “Closing”) will take place at \_\_\_\_\_, commencing at 9:00 a.m. local time on such date that is agreed to by the Parties, but no earlier than the first business day following the satisfaction or (subject to Applicable Law) waiver of the conditions set forth in Article Four (excluding conditions that, by their nature, cannot be satisfied until the Closing, but subject to the fulfillment or waiver of those conditions), such date being referred to hereinafter as the Closing Date, unless this Agreement has been previously terminated pursuant to its terms. As soon as practicable on the Closing Date, the Parties shall cause the Statement of Merger in the form of EXHIBIT B attached hereto (the “Statement of Merger”) to be filed with the Department of State of the Commonwealth of Pennsylvania.

2.3 Effective Time. The Merger and the actions described herein to implement such Merger will become effective at or after the time of filing of the Statement of Merger with the Department of State of the Commonwealth of Pennsylvania, at the time designated as the Effective Time in the Statement of Merger. It is currently contemplated that that the Statement of Merger will designate the Effective Time to be 12:01 a.m. Eastern Standard Time on January 1, 2026. If a later date and time is necessary to satisfy conditions in Article Four, and the Parties mutually agree to delay the Effective Time, the Parties may cause the filing of such documents to amend the Statement of Merger and take such other action as is desired by the Parties to delay the Effective Time.

2.4 Effects of the Merger. The Merger will have the effects set forth in Section 336 of the Associations Code for the merger of domestic associations. Without limiting the generality of the foregoing, as of the Effective Time:

(a) The name of the Surviving Entity shall be “The Episcopal Diocese of the Susquehanna” whose Amended and Restated Articles of Incorporation, Constitution, Canons, and Transitional Canons shall be in the form of EXHIBITS C, D, E and F attached hereto respectively until amended as provided therein or by Applicable Laws.

(b) The Surviving Entity shall: (i) possess all of the rights, privileges, powers, and franchises of a public nature of a Pennsylvania nonprofit corporation; and (ii) become subject to all of the restrictions, disabilities, and duties of each of the Parties and to all of the singular rights, privileges, powers, and franchises of each of the Parties; and become vested with all property, real, personal, and mixed, all debts due to each of the Parties on whatever account, and all other things in action or belonging to each of the Parties.

(c) All property, assets, rights, privileges, powers, franchises, and immunities, and all and every other interest of the Parties shall thereafter be the property of the Surviving Entity as effectually as they were of the respective predecessor Parties, and shall not revert or be in any way impaired by reason of the Merger; provided, however, that all rights of creditors and all liens upon any property of any of the Parties shall be preserved unimpaired and all debts, liabilities, obligations, and duties of the respective Parties shall thenceforth attach to the Surviving Entity, and may be enforced against the Surviving Entity to the same extent as if those debts, liabilities, obligations, and duties had been incurred or contracted by it.

2.5 Assets and Liabilities. The assets and liabilities of the Parties shall be taken up or continued, as the case may be, on the books of the Surviving Entity at the amounts at which they are carried on the books of the respective Parties immediately prior to the Effective Time of the Merger.

2.6 Responsibilities of the Surviving Entity. The Surviving Entity assumes all obligations and liability for making any tax, registration, or other required filings that would otherwise have been the obligation of the Parties.

2.7 Cooperation of the Parties. From time to time, as and when requested by the Surviving Entity, or by its successors or assigns, each Party shall execute and deliver or cause to be executed and delivered all such deeds or other instruments and shall take or cause to be taken all such further or other actions as the Surviving Entity or its successors or assigns may deem necessary or desirable in order to carry out the intent and purpose of this Agreement. If the Surviving Entity shall at any time deem that any further assignments or assurances or any other acts are necessary or desirable to vest, perfect, or confirm of record or otherwise title any property in the name of the Surviving Entity or to enforce any claims of each Party acquired by the Surviving Entity under this Agreement, then the proper officers of the Surviving Entity at the time are specifically authorized as attorneys-in-fact of each Party (this appointment being irrevocable as one coupled with an interest) to execute and deliver any and all such proper deeds, assignments, and assurances and to do all such other acts in the name and on behalf of each Party or otherwise as those officers shall deem necessary or appropriate.

ARTICLE THREE  
Leadership and Integration Following Effective Date.

3.1 Bishops. In accordance with the Agreement of Union, Susquehanna shall be served by the current Bishops of DCPA and Bethlehem pastorally and administratively. Through their ongoing discernment and mutual decision, the Bishop of DCPA shall serve as Bishop Diocesan of Susquehanna and the Bishop of Bethlehem shall serve as Assistant Bishop of Susquehanna.

3.2 Officers And Directors Of Surviving Entity. The President/Bishop Diocesan, Secretary, and Treasurer and the reconstituted Diocesan Council at the Effective Time (whose names are set forth on EXHIBIT G) shall be the Officers and Directors of the Surviving Entity and shall hold office until the next Annual Meeting of the members of the Surviving Entity and until their successors are duly elected and qualified.

3.3 Integration Committee. To ensure that the operations of the Parties are aligned to successfully integrate and combine the Parties in an efficient and timely manner, the current members of the Transition Leadership Committee (or their successors) shall serve as an Integration Committee. The role of the Integration Committee will be:

(a) To develop and recommend one or more strategic plans to effectively and efficiently integrate the operations, finances, and administration of the Parties; and

(b) To oversee the coordination and integration of administrative services and processes to advance the goals of the Merger in a manner consistent with each Party's charitable and religious missions.

Other employees and consultants may be identified by the chair(s) of the Integration Committee to support that Committee and participate in its meetings as appropriate. To fulfill its duties, it is expected that the Integration Committee will meet at least monthly during the first year following the Effective Date. The Bishop Diocesan may disband the Integration Committee at such time as the Bishop determines that the integration of the Parties has been successfully implemented to such extent that the Integration Committee is no longer needed for the purposes described above.

3.4 Restricted Assets. Any existing donor restrictions on the assets of any Party, including but not limited to real property and endowment funds, will continue to be honored.

ARTICLE FOUR  
Conditions to Closing.

The obligation of the Parties to effect the Merger as described herein is expressly conditioned upon the prior satisfaction or waiver of the following conditions:

4.1 Receipt of Regulatory and Judicial Approvals. If and to the extent that any approval may be needed from the Office of the Attorney General of the Commonwealth of Pennsylvania, the Orphans' Court of Dauphin County, or any other regulatory or judicial authorities having jurisdiction, such approval, if required, shall have been obtained.

4.2 Representations and Warranties; Performance of Obligations. The representations and warranties of each of the Parties shall be true and correct in all material respects at and as of the Effective Date, and each of the Parties shall have performed and/or complied with all covenants and other obligations set forth in this Agreement.

4.3 Approval of Material Modifications. To the extent that any material modifications are required to this Agreement or any of the documents attached as EXHIBITs hereto as a result of any regulatory or judicial review or due diligence activities, then such modifications shall have been approved and this Agreement shall have been ratified by the Governing Body of each Party.

4.4 Approval of Diocesan Conventions. The members of the Diocesan Conventions of DCPA and Bethlehem shall have voted and approved the consummation of the Merger on the terms set forth in this Agreement, and in accordance with, and to the extent required by, the Governing Documents of the Parties and by all other Applicable Laws.

4.5 Third Party Consents. Any required third-party consent under any Material Contract, including but not limited to financing and related arrangements, shall have been received, and no event or circumstance shall have occurred or arisen which could reasonably be expected to have a Material Adverse Effect on the covenants or ratings of any Party.

4.6 No Legal Proceedings, Injunction, or Other Legal Restraint. No action, proceeding, or investigation shall be pending or threatened against any of the Parties that, either individually or together with any other actions, proceedings, or investigations, could reasonably be expected to have a Material Adverse Effect on such Party. No court or other governmental authority shall have issued any order, injunction, decree, judgment, or other legal restraint or prohibition, and there shall be no action or proceeding pending before a court or other governmental authority, restraining, enjoining, or otherwise prohibiting consummation of the Merger. No court or other governmental authority shall have promulgated, entered, or issued, or determined to be applicable to this Agreement, any law or other legal requirement making the consummation of the transactions contemplated by this Agreement illegal, and no proceeding with respect to the application of any such law or other legal requirement shall be pending or threatened.

## ARTICLE FIVE

### Representations And Warranties.

Each Party represents and warrants to the other Parties that the statements contained in this Article are true and correct as of the date hereof and as of the Closing Date, except to the extent a particular representation or warranty set forth in this Article is qualified in a Disclosure Schedule attached to and made a part of this Agreement (the "Disclosure Schedules").

5.1 Organization and Standing. The Party has been duly organized under the laws of the Commonwealth of Pennsylvania as a nonprofit corporation and is currently subsisting in good standing under those laws.

5.2 Corporate Action. The Party has taken all necessary corporate action and has obtained, or by the Effective Time will have obtained, all necessary licenses, permits, and

approvals in order to execute this Agreement and to perform or satisfy any undertaking herein contained.

5.3 Authorization. The Party has full and complete right, power, and authority to execute this Agreement and to carry out the Merger subject to the conditions stated herein. This Agreement constitutes a legal, valid, and binding obligation of the Party in accordance with its terms.

5.4 Tax Status. The Party is qualified as an entity exempt from income tax under Section 501(c)(3) and a church under Section 170(b)(1)(A)(i) of the Internal Revenue Code of 1986, as amended, and the Merger will not adversely affect such status.

5.5 No Conflict. The execution, delivery, and performance by the Party of this Agreement, and the consummation by it of the transactions contemplated hereby and thereby, does not and will not, with or without the giving of notice or the lapse of time, or both, (i) violate any provision of Applicable Law to which the Party is subject, (ii) violate any order, judgment, or decree to which the Party is subject, (iii) violate any provision of the Governing Documents of the Party, or (iv) violate or result in a breach of or constitute a default (or an event which would, with the passage of time or the giving of notice, or both, constitute a default) under or require the consent of any third party under, governmental or other permits, registrations, certificates, certifications, exemptions, licenses, approvals, or authorizations or any indenture, deed of trust, mortgage, loan or credit agreement, license, permit, contract, lease, or other agreement, instrument, or commitment to which the Party is a party or by which it is bound; except, in each case, for violations, breaches, defaults, required consents, terminations, accelerations, encumbrances, or rights that in the aggregate would not materially hinder or impair the ability of the Party to perform its obligations hereunder or the consummation of the transactions contemplated hereby.

5.6 Litigation; Claims. The Party has not been served with any summons, complaint, or written notice to arbitrate, and no suit, litigation, claim (equitable or legal), administrative arbitration, investigation, or other proceeding is pending or threatened against the Party by or before any court, governmental department, commission, board, bureau, agency, mediator, arbitrator, or other person or instrumentality that could reasonably be expected to have a Material Adverse Effect on the Party

5.7 Financial Statements. Each Party has delivered to the other Parties: (i) true and complete copies of the statements of financial position of the Party as of December 31, 2024, and the audited statements of financial position and related consolidated statements of activities and cash flows of the Party for the years 2020, 2021, 2022, and 2023 (collectively, the “Financial Statements”). The Financial Statements are accurate and complete, present fairly in all material respects the financial position of the Party as, at, and for the respective periods then ended, and have been prepared from the books and records of the Party in accordance with GAAP applied on a consistent basis throughout the periods indicated, except for the absence of footnotes and normal year-end adjustments in the case of Financial Statements that are unaudited.

5.8 No Undisclosed Liabilities. The Party has no material debt, obligation, or liability, absolute, fixed, contingent, or otherwise, of any nature whatsoever, whether due or to become due, including any off-balance-sheet financial obligation or any unasserted claim, except those specifically reflected or reserved against on the Financial Statements (but only to the extent so

reflected or reserved against), and liabilities incurred in the ordinary course of operation since the date of the Financial Statements consistent with past practices.

5.9 Conduct of Operation in the Ordinary Course. Since December 31, 2024, the Party has conducted its operations, in all material respects, in the ordinary course consistent with past practice, and no event or circumstance has occurred or arisen which could reasonably be expected to have a Material Adverse Effect on the Party.

5.10 Taxes.

(a) To the Party's knowledge (i) the Party has timely filed or caused to be filed with the appropriate federal, state (excluding state Tax Returns for tax years before 2017), local, and foreign Governmental Entity or other authority (individually or collectively, "Taxing Authority") all Tax Returns required to be filed by the Party, and all Tax Returns are true and complete in all material respects, (ii) the Party has timely paid in full or caused to be paid in full all material Taxes required to be paid by the Party, (iii) there are no material Encumbrances for Taxes upon the Party or its assets, except Encumbrances for current Taxes not yet due and payable, and (iv) the Party is not the beneficiary of any extensions or waivers of statutes of limitations with respect to any Taxes and has not consented to extend the time in which any Tax may be assessed or collected by any Taxing Authority.

(b) As used in this Agreement: (i) "Taxes" means all federal, state, local, and non-U.S. income taxes (including any tax on or based upon net income, or gross income, or income as specially defined, or earnings, or profits, or selected items of income, earnings, or profits) and all gross receipts, estimated, sales, use, ad valorem, transfer, franchise, license, withholding, payroll, employment, excise, severance, stamp, occupation, premium, property, or windfall profit taxes, environment, alternative, or add-on minimum taxes, customs duties, or other taxes, fees, assessments, or charges of any kind whatsoever, together with any interest and any penalties, additions to tax, or additional amounts imposed by any Taxing Authority; and (ii) "Tax Return" means any return, report, information return, or other document (including any related or supporting information or any amended return) filed or required to be filed with any Taxing Authority in connection with the determination, assessment, or collection of any Tax paid or payable or assets or the administration of any laws or administrative requirements relating to any such Tax.

(c) The Party qualifies as a 501(c)(3) tax-exempt organization and has received no notice of, and the Party has no knowledge of, any challenge to the tax-exempt status of the Party by any governmental authority. There are no audits, examinations, or, to the knowledge of the Party, investigations or other Proceedings in respect of income or other Taxes of the Party that are in progress, and the Party has not received notice from any Taxing Authority of the commencement of any such audit, examination, investigation, or other Proceeding. No deficiency or proposed adjustment, which has not been paid or resolved for any amount of Tax, has been asserted or assessed by any Taxing Authority in writing against the Party.

5.11 Contracts. Each Party has disclosed to the other Parties a true and complete list of all outstanding Material Contracts. Each of the Material Contracts is valid, binding, and legally

enforceable in all material respects against the Party and the other parties thereto in accordance with its terms and is in full force and effect. The Party and each of the other parties to any Material Contract has performed in all material respects all obligations required to be performed by them under, and neither the Party nor any of the other parties to any Material Contract are in material default under, any of the Material Contracts and no event has occurred which, with notice or lapse of time, or both, would constitute such a default. The Party has not received any written claim from any other party to any of the Material Contracts that the Party has breached any material obligations to be performed by it thereunder or is otherwise in default or delinquent in performance thereunder, and the Party has no knowledge of any basis therefor.

5.12 Employees; Employee Benefit Plans. Each Party has provided the other Parties a complete list of the current employees of the Party, their base and total salaries or wages and other compensation, and their dates of employment and positions. Each Party has provided to the other Parties a complete list of all plans, programs, policies, practices, contracts, agreements, or other arrangements (written or oral) providing for deferred compensation, welfare, medical, dental, health, disability, life insurance, pension, retirement, thrift, savings, bonus, severance, termination pay, change of control, vacation, paid time off, leave of absence, employee assistance, automobile leasing/subsidy/allowance, relocation, family support, fringe, or other employee benefits or remuneration of any kind, whether formal or informal, funded or unfunded, including each “employee benefit plan” within the meaning of Section 3(3) of the Employee Retirement Income Security Act of 1974, as amended (“ERISA”), whether or not subject to ERISA, maintained, contributed to, or required to be contributed to by the Party, or providing benefits to any of its respective employees, officers, trustees, or managers, or former employees, officers, trustees, or managers, or their beneficiaries, or pursuant to which the Party has or may have any liability, contingent or otherwise (the “Compensation and Benefit Plans”). All contributions required to be made under the terms of any Compensation and Benefit Plan have been timely made or accrued for on the books of the Party; the Party has no obligations for retiree or other post-retirement health, life, or other welfare benefits under any plan (other than group health plan continuation coverage required to be provided by Part 6 of Subtitle B of Title I of ERISA, Section 4980B of the Code, or similar state law (together, “COBRA”)), nor are any such benefits provided for in any Compensation and Benefit Plan. The Party has at all times complied with COBRA. Except as may otherwise be required by Applicable Law, there are no restrictions on the rights of the Party to amend or terminate any Compensation and Benefits Plan on no more than sixty (60) days’ notice without incurring any additional liability thereunder.

5.13 Labor Matters. The Party has been and is in compliance in all material respects with all Applicable Laws respecting employment and employment practices, terms, and conditions of employment and wages and hours, unemployment insurance, workers’ compensation, equal employment opportunity, employment discrimination, and immigration control, and the Party has not been engaged in any unfair labor practice. There are no outstanding material claims against the Party (whether under regulation, contract, or otherwise) asserted by or on behalf of any current or former employee of the Party on account of or for (i) overtime pay, other than overtime pay for work done in the current payroll period, (ii) wages or salary for a period other than the current payroll period, (iii) any amount of vacation pay or pay in lieu of vacation time off, other than vacation time off or pay in lieu thereof earned in or in respect of the current fiscal year, (iv) any amount of severance pay or similar benefits, (v) unemployment insurance benefits, (vi) workers’ compensation or disability benefits, (vii) any violation of any statute, ordinance, order, rule, or

regulation relating to employment terminations or layoffs, (viii) any violation of any statute, ordinance, order, rule, or regulation relating to employee “whistleblower” or “right-to-know” rights and protections, (ix) any violation of any statute, ordinance, order, rule, or regulations relating to the employment obligations of federal contractors or subcontractors, or (x) any violation of any regulation relating to minimum wages or maximum hours of work, and the Party is not aware of any such claims that have not been asserted and has no knowledge of any basis for such claims. No Person (including any Governmental Entity) has asserted or, to the knowledge of the Party, threatened any claims against the Party under or arising out of any regulation relating to discrimination or occupational safety in employment or employment practices, and the Party has no knowledge of any basis for any such claims.

5.14 Insurance. Each Party has disclosed to the other Parties all of the insurance policies, binders, or bonds maintained by the Party, and the premium charges or costs relating thereto. All of the policies, binders, and bonds are in full force and effect, the Party is not in default thereunder, all claims thereunder have been filed in due and timely fashion, and the Party has not received any written or oral notice of cancellation or termination or threat of termination or cancellation with respect to any such policy, binder, or bond.

5.15 Assets. The Party has good and marketable title to all of the assets it owns free and clear of all liens and encumbrances (other than liens or encumbrances set forth on the Disclosure Schedules), and all such assets are accounted for in its Financial Statements in accordance with GAAP.

5.16 Real Property. Each Party has provided the other Parties a complete list of all real property owned or leased by the Party, along with a summary of any lease terms applicable to leased property.

5.17 Environmental and Safety Laws. Each Party is in material compliance with all Environmental Laws, laws pertaining to fire protection and safety of any property owned or leased by the Party, and laws pertaining to the safety of the Party’s employees, and the Party has not received any notices of, and does not have any actual knowledge of, (i) any violation of any environmental laws, laws pertaining to the safety of any real property owned or leased by the Party, or laws pertaining to the safety of the Party’s employees, (ii) the use, storage, generation, disposal, or existence of Hazardous Substances on, in, under, or about any such real property, or (iii) any action, proceeding, or investigation (past or present) pertaining in any way to such real property or any contiguous property by any governmental, quasi-governmental, or environmental department, agency, or authority.

5.18 Compliance with Applicable Law. Each Party is in material compliance with all Applicable Laws not specifically identified in the foregoing Sections of this Article and the Party has not received any notices of, and does not have any actual knowledge of, any material violation of any such laws.

## ARTICLE SIX COVENANTS

6.1 Reasonable Best Efforts. Each Party will use its reasonable best efforts to take all actions necessary, proper, or advisable in order to consummate the Merger.

6.2 Conduct of Operations. During the period from the date of this Agreement and continuing until the earlier of the termination of this Agreement pursuant to its terms or the Closing Date, each Party shall, except to the extent that the other Parties shall otherwise consent in writing, carry on its operations in the usual, regular, and ordinary course, in substantially the same manner as heretofore conducted, and in compliance in all material respects with all Applicable Laws. In addition, each Party shall promptly notify the other Parties of any material event involving its operations or financial condition.

6.3 Permits; Consents.

(a) The Parties shall cooperate with each other and use their respective reasonable best efforts to promptly prepare and file all necessary documentation, to effect all applications, notices, petitions, and filings, to obtain as promptly as practicable all permits, consents, approvals, and authorizations of all third parties and Governmental Entities that are necessary or advisable to consummate the Merger, and to comply with the terms and conditions of all such permits, consents, approvals, and authorizations of all such third parties or Governmental Entities, and shall keep the other Party apprised of the status of all such efforts.

(b) Each of the Parties shall use its reasonable best efforts to obtain all consents required by any Material Contracts or permits and will cooperate in all reasonable respects with each other to obtain all such consents.

6.4 Access. Upon reasonable prior written notice and subject to Applicable Laws relating to the confidentiality of information, each Party shall afford to the officers, employees, accountants, counsel, advisors, agents, and other representatives of the other Party, reasonable access, during normal operating hours during the period prior to the Closing Date, to all its properties, books, contracts, commitments, and records. No Party shall be required to provide access to or to disclose information where such access or disclosure would jeopardize the attorney-client privilege of such Party or contravene any Applicable Law, Order, judgment, decree, fiduciary duty, or binding agreement entered into prior to the date of this Agreement. The Parties shall make appropriate substitute disclosure arrangements under circumstances in which the restrictions of the preceding sentence apply. No information or knowledge obtained in any investigation by a Party or its advisors shall affect or be deemed to waive, modify, or limit the representations and warranties of the other Parties set forth in this Agreement.

## ARTICLE SEVEN MISCELLANEOUS

7.1 Interpretive Provisions. Whenever used in this Agreement, (i) "including" (or any variation thereof) means including but not limited to, (ii) any reference to gender includes all

genders, and (iii) references to the singular include the plural and vice versa. The Parties acknowledge and agree that (i) each Party has reviewed the terms and provisions of this Agreement, (ii) the normal rule of construction, to the effect that any ambiguities are resolved against the drafting party, shall not be employed in the interpretation of this Agreement, and (iii) the terms and provisions of this Agreement shall be construed fairly as to each of the Parties and not in favor of or against any Party, regardless of which Party was generally responsible for the preparation of this Agreement.

7.2 Entire Agreement. This Agreement (including the EXHIBITs attached hereto and the accompanying Disclosure Schedules, if any) constitutes the sole understanding and agreement of the Parties with respect to the subject matter hereof, and supersedes all prior agreements, negotiations, discussions, and understandings (including letters of intent, indications of interest, and the like) with respect to such subject matter. Without limiting the generality of the foregoing, the representations and warranties set forth herein are the sole and exclusive representations and warranties of the Parties, and there are no other representations or warranties, express or implied, other than as expressly set forth herein.

7.3 Successors and Assigns. The terms and conditions of this Agreement shall inure to the benefit of and be binding upon the respective successors and assigns of the Parties hereto; provided, however, that this Agreement may not be assigned by any Party without the prior written consent of the other Parties.

7.4 Headings. The headings of the Articles, Sections, and paragraphs of this Agreement are inserted for convenience only and shall not be deemed to constitute part of this Agreement or to affect the construction or interpretation hereof.

7.5 Modification and Waiver. No amendment, modification, or alteration of the terms or provisions of this Agreement shall be binding unless the same shall be in writing and duly executed by the Parties hereto, except that any of the terms or provisions of this Agreement may be waived in writing at any time by the Party that is entitled to the benefits of such waived terms or provisions. No single waiver of any of the provisions of this Agreement shall be deemed to or shall constitute, absent an express statement to the contrary, a continuous waiver of such provision or a waiver of any other provision hereof (whether or not similar). No delay on the part of a Party in exercising any right, power, or privilege hereunder shall operate as a waiver thereof.

7.6 Termination Prior to Closing. Anything in this Agreement or elsewhere to the contrary notwithstanding, this Agreement may be terminated and abandoned by DCPA or Bethlehem at any time before the Effective Date of the Merger by delivering written notice of termination to the other Parties.

7.7 Notices. Any notice, request, instruction, or other document to be given hereunder by any Party shall be in writing and shall be given by delivery in person, by electronic mail or facsimile transmission, by overnight courier, or by registered or certified mail, postage prepaid (and shall be deemed given when delivered if delivered by hand on a business day, on the business day when transmission confirmation is received if delivered by facsimile, three (3) business days after mailing if mailed, on the business day when any email is actually received by the intended

recipient Party, and one (1) business day after deposited with a national overnight courier service if delivered by overnight courier), as follows:

If to DCPA to:

\_\_\_\_\_  
101 Pine Street  
Harrisburg, Pennsylvania 17101 \_\_\_\_\_ [email]

if to Bethlehem Trustees to:

\_\_\_\_\_  
321 Wyandotte Street  
Bethlehem, Pennsylvania 18015 \_\_\_\_\_ [email]

if to Bethlehem to:

\_\_\_\_\_  
321 Wyandotte Street  
Bethlehem, Pennsylvania 18015  
\_\_\_\_\_ [email]

or at such other address for a Party as shall be specified by like notice.

7.8 Governing Law; Consent to Jurisdiction. This Agreement shall be governed by, and construed and enforced in accordance with, the laws of the Commonwealth of Pennsylvania. The Parties hereto irrevocably consent to the jurisdiction of state and federal courts sitting in Dauphin County, Pennsylvania, and agree that in any litigation among the Parties arising out of or relating to this Agreement or the transactions contemplated hereby venue shall be proper only in the state and federal courts sitting in the County of Dauphin.

7.9 Arbitration. If a dispute arises out of or relates to this Agreement, or the alleged breach thereof, and if the dispute is not settled through negotiation, , such dispute shall be settled by arbitration administered by the American Arbitration Association in accordance with its Commercial Arbitration Rules then in effect, and judgment on the award rendered by the arbitrators may be entered in any court having jurisdiction thereof. The arbitration shall be conducted by a panel of three (3) arbitrators, one to be selected by DCPA, one by Bethlehem, and one by the foregoing two arbitrators. The arbitration shall be conducted in the Commonwealth and shall be binding on all Parties. Judgment upon any award rendered by the arbitrators may be entered in any court having jurisdiction to do so. Costs of arbitration, including attorney fees, will be allocated by the arbitrators.

7.10 No Third-Party Beneficiaries. This Agreement is intended and agreed to be solely for the benefit of the Parties hereto and their permitted successors and assigns, and no other party shall be entitled to rely on this Agreement or accrue any benefit, claim, or right of any kind whatsoever pursuant to, under, by, or through this Agreement.

7.11 Counterparts. This Agreement and any certificate or other writing to be executed and delivered in connection with the Closing may be executed in one or more counterparts, and by

each of the Parties on different counterparts, each of which shall for all purposes be deemed to be an original and all of which shall constitute the same agreement, certificate, or other writing, as the case may be. One or more counterparts of this Agreement or any certificate or other writing to be executed and delivered in connection with the Closing may be executed by Electronic Signature and delivered by electronic mail or facsimile transmission with the intent that it or they shall constitute an original counterpart hereof or thereof.

IN WITNESS WHEREOF, the Parties to this Agreement, pursuant to the approval and authority duly given by resolutions adopted by their respective Governing Bodies, have caused these presents to be executed by duly authorized officers of each Party as the respective act, deed, and agreement of each of said Parties, as of the date first above written.

**The Incorporated Trustees of the  
Episcopal Diocese of Central Pennsylvania  
doing business as The Episcopal Diocese of  
Central PA**

By: \_\_\_\_\_  
The Rt. Rev. Audrey Cady Scanlan

**The Incorporated Trustees of the Diocese  
of Bethlehem, a/k/a the Incorporated  
Trustees of the Episcopal Diocese of  
Bethlehem**

By: \_\_\_\_\_  
The Rt. Rev. Kevin Nichols, Bishop

**The Diocese Of Bethlehem, a/k/a The  
Episcopal Diocese of Bethlehem**

By: \_\_\_\_\_  
The Rt. Rev. Kevin Nichols, Bishop

## EXHIBIT A

### **Certain Defined Terms**

“Applicable Law” means any controlling applicable statute, law, ordinance, regulation, rule, code, orders, constitution, treaty, common law, judgment, decree, other requirement, or rule of law of any federal, state, local, or foreign Governmental Entity or political subdivision thereof, or any agency or instrumentality of such Governmental Entity or political subdivision, or any self-regulated organization or other non-governmental regulatory authority or quasi-governmental authority (to the extent that the rules, regulations, or orders of such organization or authority have the force of law), or any arbitrator, court, or tribunal of competent jurisdiction.

“Debt” means all principal, interest, premiums, or other obligations of a Party related to (a) all indebtedness for borrowed money, (b) all obligations for the deferred purchase price of property or services (other than trade accounts payable in the ordinary course of operations and consistent with past practice), (c) all obligations evidenced by notes, bonds, debentures or other similar instruments, and the amount of all checks drawn in excess of balances, (d) all indebtedness created or arising under conditional sale or other title retention agreements with respect to acquired property, (e) all obligations as lessee or lessees under leases that have been or should be, in accordance with GAAP, recorded as capital leases, (f) all obligations, contingent or otherwise, under acceptance, letter of credit, or similar facilities, (g) all obligations pursuant to factoring agreements for accounts receivable, (h) all Debt of persons other than a Party of the type referred to in clauses (a) through (g) above that is guaranteed directly or indirectly in any manner, or in effect guaranteed by, a Party; provided that such Debt referred to in this clause (h) is of the type that would be reflected as debt on a balance sheet prepared in accordance with GAAP, (i) all Debt of the type referred to in clauses (a) through (g) above that is secured by (or for which the holder of such Debt has an existing right, contingent or otherwise, to be secured by) any lien on property (including accounts and contract rights) owned by a Party, even though such person has not assumed, become liable for, or guaranteed the payment of such Debt, and (j) all accrued but unpaid interest (or interest equivalent) to the date of determination, and all prepayment premiums, penalties, costs, and expenses related to any items of Debt of the type referred to in clauses (a) through (i) above that would be required to be paid to extinguish the Debt at the Closing.

“Electronic Signature” shall have the meaning assigned in Section 2260.103 of the Pennsylvania Electronic Transactions Act (73 P.S. § 2260.101 *et. seq.*).

“Encumbrance” means any pledge, security interest, conditional sale or similar title retention arrangement, mortgage, right of first refusal, option, proxy, adverse claim, or other defect in title, and any agreement to give any of the foregoing.

“Environmental Laws” means all Applicable Laws, the common law, judgments, Orders, consent agreements, work practices, standards, and norms relating to (i) the protection of the environment (including air, surface, and subsurface water, drinking water supplies, surface and subsurface land, the interior of any building or building component, soil, and natural resources) or human health or (ii) the presence, management, labeling, packaging, distribution, marketing, release, or threat of release of or exposure to Hazardous Substances.

“GAAP” means United States generally accepted accounting principles.

“GAAP Consistently Applied” means GAAP (a) using the same accounting methods, policies, practices, and procedures, with consistent classification, judgments, and estimation methodology, as were used by the Parties in preparing their most recent balance sheets, and (b) not taking into account any changes in circumstances or events occurring after the Closing Date, except to the extent such changes provide indications of conditions existing on the Closing Date.

“Governing Body” means:

As to the DCPA, the currently serving members of the Council of Trustees.

As to Bethlehem and the Bethlehem Trustees, the currently serving members of the Diocesan Council.

“Governing Documents” means, as to any Party, its Articles of Incorporation, Bylaws, Constitutions, and Canons of the Respective Party.

“Governmental Entity” shall mean any government, court, arbitrator, department, commission, board, bureau, agency, authority, instrumentality or other body, whether federal, state, local, foreign or other.

“Hazardous Substance” means (i) any substance which is toxic, ignitable, reactive, or corrosive and which is regulated by any local government, the Commonwealth of Pennsylvania, or the United States government; (ii) any and all materials or substances which are defined as “hazardous waste”, “extremely hazardous waste,” or a “hazardous substance” pursuant to state, federal, or local governmental law. “Hazardous Substance” includes, but is not limited to, asbestos, polychlorobiphenyls, and petroleum.

“Material Adverse Effect” means any circumstance or event (other than general economic conditions, global social and political conditions and attitudes, governmental budgetary constraints, and similar circumstances and events that, in any case, do not have a materially disproportionate impact on a Party when compared to similarly situated persons) which, individually or in the aggregate with any other circumstance or event, is or could be reasonably expected to be material and adverse to the properties, operations, earnings, prospects, financial condition, products, assets, results of operations, or liabilities of a Party taken as a whole. For purposes of this definition of Material Adverse Effect, the effect of any matter as to any past period shall be determined based on its actual effect, and as to any future period shall be determined based on the effect that such matter is reasonably likely to have.


“Material Contracts” means all Contracts (other than with employees or consultants, independent contractors, or professionals) for the purchase of materials, goods, products, or services from any vendor (or any group of related vendors) that (i) have a term exceeding one year; (ii) cannot be canceled by a Party upon not more than thirty (30) days’ notice to the other party thereto; or (iii) require consent of the other party thereto in connection with the consummation of the transactions contemplated by this Agreement. For purposes of this definition, the term “Contracts” means all written or oral agreements, contracts, or commitments to which DCPA, Bethlehem Trustees, or Bethlehem is a party or by which DCPA, Bethlehem Trustees, Bethlehem, or any of their respective properties or assets are bound as of the date hereof that are material to the operations of a Party and the termination or breach of which is reasonably likely to result in a Material Adverse Effect.

## **EXHIBIT B**

### **Statement of Merger**

*(Note: the Amended and Restated Articles of Incorporation at Exhibit C will be attached to the Statement of Merger when filed.)*

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

<input type="checkbox"/> Return document by mail to:  Name _____  Address _____  City _____ State _____ Zip Code _____  <input type="checkbox"/> Return document by email to: _____	<p style="text-align: center;">Statement of Merger DSCB:15-335 (7/1/2015)</p> <p style="text-align: center;"> 335</p>
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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: The Diocese of Bethlehem
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) 321 Wyandotte St. Bethlehem Pa 18015 Northhampton  
 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: The Incorporated Trustees of the Episcopal Diocese of Central Pennsylvania

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><b>If the merging association is a domestic filing association, domestic limited liability partnership or registered foreign association</b>, the current registered office address as on file with the Department of State.  <i>Complete part (a) <b>OR</b> (b) – not both:</i></p> <p>(a) <u>101 Pine Street</u> <u>Harrisburg</u> <u>Pa</u> <u>17101</u> <u>Dauphin</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><b>If the merging association is a domestic association that is <i>not</i> a domestic filing association or limited liability partnership</b>, 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><b>If the merging association is a nonregistered foreign association</b>, 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.**

PENNSYLVANIA DEPARTMENT OF STATE  
BUREAU OF CORPORATIONS AND CHARITABLE ORGANIZATIONS

Statement of Merger - Addendum  
DSCB:15-335AD  
(7/1/2015)



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: The Incorporated Trustees of the Diocese of Bethlehem

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><b>If the merging association is a domestic filing association, domestic limited liability partnership or registered foreign association</b>, the current registered office address as on file with the Department of State. <i>Complete part (a) <b>OR</b> (b) – not both:</i></p> <p>(a) <u>321 Wyandotte St.</u> <u>Bethlehem</u> <u>Pa</u> <u>18015</u> <u>Lehigh</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><b>If the merging association is a domestic association that is <i>not</i> a domestic filing association or limited liability partnership</b>, 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><b>If the merging association is a nonregistered foreign association</b>, 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>

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 25.

The Incorporated Trustees of the Diocese of Bethlehem  
Name of Merging Association

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

**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: 01/01/2026 at 12:01 a.m..  
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 25.

The Diocese of Bethlehem

The Incorporated Trustees of the  
Episcopal Diocese of Central Pennsylvania

\_\_\_\_\_  
Name of Merging Association

\_\_\_\_\_  
Name of Merging Association

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature


\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

**EXHIBIT B**

**Amended and Restated Articles of Incorporation of**  
**The Episcopal Diocese of the Susquehanna**

PENNSYLVANIA DEPARTMENT OF STATE  
BUREAU OF CORPORATIONS AND CHARITABLE ORGANIZATIONS

<div><input type="checkbox"/> Return document by mail to:</div> <div style="border-bottom: 1px solid black; margin-top: 5px;">Name</div> <div style="border-bottom: 1px solid black; margin-top: 5px;">Address</div> <div style="display: flex; justify-content: space-between; border-bottom: 1px solid black; margin-top: 5px;"><span>City</span><span>State</span><span>Zip Code</span></div> <div><input type="checkbox"/> Return document by email to: <span style="border-bottom: 1px solid black; display: inline-block; width: 150px;"></span></div>	<div>Articles of Amendment Domestic Corporation DSCB:15-1915/5915 (rev. 7/2015)</div> <div style="text-align: center;"> 1915</div>
--	---

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

Fee: \$70

Check one: ☐ Business Corporation (§ 1915) ☒ Nonprofit Corporation (§ 5915)

In compliance with the requirements of the applicable provisions (relating to articles of amendment), the undersigned, desiring to amend its articles, hereby states that:

1. The name of the corporation is:

The Diocese of Bethlehem

2. The (a) address of this corporation's current registered office in this Commonwealth or (b) name of its commercial registered office provider and the county of venue is:  
*(Complete only (a) or (b), not both)*

(a) Number and Street	City	State	Zip	County
321 Wyandotte St.	Bethlehem	Pa	18015	Northhampton

(b) Name of Commercial Registered Office Provider County

c/o:

3. The statute by or under which it was incorporated: Nonprofit Corporation Law of 1988, as amended

4. The date of its incorporation: 04/15/2005  
(MM/DD/YYYY)

5. Check, and if appropriate complete, one of the following:

☐ The amendment shall be effective upon filing these Articles of Amendment in the Department of State.

☒ The amendment shall be effective on: 01/01/2026 at 12:01 a.m.  
Date (MM/DD/YYYY) Hour (if any)

6. *Check one of the following:*

☐ The amendment was adopted by the shareholders or members pursuant to 15 Pa.C.S. § 1914(a) and (b) or § 5914(a).

☒ The amendment was adopted by the board of directors pursuant to 15 Pa. C.S. § 1914(c) or § 5914(b).

7. *Check, and if appropriate complete, one of the following:*

☐ The amendment adopted by the corporation, set forth in full, is as follows

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☒ The amendment adopted by the corporation is set forth in full in Exhibit A attached hereto and made a part hereof.

8. *Check if the amendment restates the Articles:*

☒ The restated Articles of Incorporation supersede the original articles and all amendments thereto.

IN TESTIMONY WHEREOF, the undersigned corporation has caused these Articles of Amendment to be signed by a duly authorized officer thereof this

\_\_\_\_\_ day of \_\_\_\_\_, 2025.

The Diocese of Bethlehem

Name of Corporation

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

EXHIBIT A

AMENDED AND RESTATED  
ARTICLES OF INCORPORATION  
DOMESTIC NONPROFIT CORPORATION

**THE EPISCOPAL DIOCESE OF THE SUSQUEHANNA**

1. The name of the Corporation is as follows:

**The Episcopal Diocese of the Susquehanna**

2. The address of the registered office of the Corporation in the Commonwealth of Pennsylvania is as follows:

**321 Wyandotte St.  
Bethlehem, Pa 18015**

3. The purpose of the Corporation is as follows:

The Corporation is organized and operated exclusively for religious, charitable, and educational purposes permitted within the scope of Section 501(c)(3) of the Internal Revenue Code of 1986, as amended, and its regulations, as they now exist or as they may hereafter be amended; specifically, the Corporation is a constituent part of the Episcopal Church of the United States of America, and accedes to, recognizes, and adopts the Constitution and Canons of that church, and acknowledges its authority.

The Corporation shall collect, receive, and hold any property conveyed, devised, bequeathed, or transferred to it, absolutely or in trust for any religious, charitable, or educational purposes connected with the Corporation or any part thereof, or for the aid, benefit, or advancement of the said Corporation, or of any parish or congregation, or of any religious, charitable, or educational association in or related to the Corporation.

In furtherance of these purposes, the Corporation may exercise all rights and powers conferred by the laws of the Commonwealth of Pennsylvania upon nonprofit corporations.

4. The Corporation does not contemplate pecuniary gain or profit, incidental or otherwise. No part of the net earnings of the Corporation shall inure to the benefit of any director or officer of the Corporation or any private individual (except that reasonable compensation may be paid for services rendered to or for the Corporation effecting one or more of its purposes); and no director or officer of the Corporation, or any private individual, shall be entitled to share in the distribution of any of the corporate assets on dissolution of the Corporation.
5. No substantial part of the activities of the Corporation shall be the carrying on of propaganda, or otherwise attempting to influence legislation, and the Corporation shall not participate in, or

intervene in (including the publication or distribution of statements), any political campaign on behalf of or in opposition to any candidate for public office.

6. The Corporation is incorporated under the Nonprofit Corporation Law of 1988 of the Commonwealth of Pennsylvania, as amended.
7. The Corporation is organized on a nonstock basis.
8. The Corporation shall have no members.
9. The term of existence of the Corporation shall be perpetual.
10. The Bishop of the Diocese shall be the ex-officio President of the Corporation, and the Diocesan Council shall function as the Board of Directors of the Corporation. The Diocesan Council shall consist of such number of persons as may be fixed from time to time in the Constitution and Canons of the Corporation.
11. Notwithstanding any other provision of these Articles of Incorporation, the Corporation shall not conduct or carry on any activities not permitted to be conducted or carried on by an organization described in Section 501(c)(3) of the Internal Revenue Code of 1986, as amended (the “Code”), and its regulations, as they now exist or as they may hereafter be amended. In addition, notwithstanding any other provision of these Articles of Incorporation, the Corporation shall not conduct or carry on any activities not permitted to be conducted or carried on by an organization, contributions to which are deductible under Code Section 170(c)(2) and its regulations, as they now exist or as they may hereafter be amended.
12. Upon dissolution of the Corporation or the winding up of its affairs, the Diocesan Council shall, after making provision for the payment of all of the liabilities of the Corporation, dispose of all of the assets of the Corporation exclusively for the purposes of the Corporation in such manner or to such organizations which are described in Code Section 501(c)(3) as the Diocesan Council shall determine. Any assets not so disposed of shall be disposed of by a court of competent jurisdiction of the county in which the principal office of the Corporation is then located to such organizations described in Code Section 501(c)(3) as such court shall determine.
13. These Articles of Incorporation may be amended by the majority vote of Diocesan Council at a duly called meeting of the Diocesan Council at which a quorum is present and of which at least twenty (20) days’ written notice has been given, the notice for which has been accompanied by the text of the proposed amendment or amendments, provided such amendment shall not conflict with the Constitution and Canons of the Corporation.

**EXHIBIT D**

**Constitution of**  
**The Episcopal Diocese of the Susquehanna**

**EXHIBIT E**

**Canons of**  
**The Episcopal Diocese of the Susquehanna**

**EXHIBIT E**

**Transitional Canons of**  
**The Episcopal Diocese of the Susquehanna**

## **EXHIBIT G**

### **Initial Members of the Diocesan Council of The Episcopal Diocese of the Susquehanna**