

**AGREEMENT OF MERGER  
OF  
THE LUTHERAN CHURCH OF CONCORD  
INTO  
MESSIAH EVANGELICAL LUTHERAN CHURCH OF GREECE, N.Y.  
PURSUANT TO SECTION 13 OF  
THE NEW YORK RELIGIOUS CORPORATIONS LAW**

**AGREEMENT** made as of this \_\_\_ day of \_\_\_\_\_, 2018 by and between **THE LUTHERAN CHURCH OF CONCORD** (“Concord”), and **MESSIAH EVANGELICAL LUTHERAN CHURCH OF GREECE, N.Y.** (“Messiah”). (Concord and Messiah are sometimes referred to in this Agreement as the “Constituent Corporations” or “Parties” and Messiah is sometimes referred to as the “Surviving Corporation”).

**R E C I T A L S**

**WHEREAS**, Concord filed its Certificate of Incorporation with the Monroe County Clerk’s Office on March 3, 1910 under the name “The English Evangelical Lutheran Church of Concord, West Greece, Monroe Co., N.Y.” and by a Certificate of Change of Name dated March 26, 1963 changed its name to “The Lutheran Church of Concord” and is a New York Religious Corporation; and

**WHEREAS**, Messiah filed its Certificate of Incorporation with the Monroe County Clerk’s Office on February 10, 1958, under the name “Messiah Evangelical Lutheran Church of Greece, N.Y.” and is a New York Religious Corporation; and

**WHEREAS**, Concord and Messiah are both congregations belonging to the Upstate New York Synod of the Evangelical Lutheran Church in America; and

**WHEREAS**, Concord desires to merge into Messiah and Messiah desires that Concord merge into it pursuant to the provisions of Section 13 of the New York Religious Corporations Law, upon the terms and conditions set forth in this Agreement.

**NOW, THEREFORE**, the Parties agree as follows:

1. Subject to the fulfillment of the conditions set forth in this Agreement, Concord and Messiah agree to effect a merger of Concord into Messiah pursuant to Section 13 of the New York Religious Corporations Law (the “Merger”).
2. The name of the Surviving Corporation shall continue unchanged as Messiah Evangelical Lutheran Church of Greece, N.Y.
3. The denomination to which the Surviving Corporation will continue to belong is the Upstate New York Synod of the Evangelical Lutheran Church in America.

4. The members of the each of the Constituent Corporations will be members of the Surviving Corporation in accordance with the Constitution and By-Laws of the Surviving Corporation without further action of the members or the Surviving Corporation.

5. The trustees (congregation council members) of the Surviving Corporation will continue to be elected by the members of the Surviving Corporation. The number of trustees (congregation council members) of the Surviving Corporation as of the Effective Date of the Merger will be fifteen (15) members in addition to the Pastor, as follows:

Jeffrey Gerstenberger  
Tarra Hartmann  
Judy Webster  
Mark Sutliff  
Tom Johnson  
Shelly Knapp  
Cathy Coe  
Rod Speer  
Jeff Ulreich  
Sandra Volta  
Joanne Niemi  
Brad Roberts  
Ellen Meyer  
Brian Smith  
Joyce Callen

6. The Constitution and By-Laws of Messiah in effect as of the Effective Date will continue to be the Constitution and By-Laws of the Surviving Corporation.

7. The first annual meeting of the Surviving Corporation shall be held on the date provided by the Constitution and By-Laws of the Surviving Corporation.

8. Any restricted, designated or earmarked funds held by either of the Constituent Corporations shall be held by the Surviving Corporation upon the same terms and conditions as such funds were held by such Constituent Corporation prior to the Merger.

9. The Effective Date of the Merger shall be the date an Order of the Supreme Court of New York is granted and entered approving the Merger pursuant to Section 13 of the New York Religious Corporations Law.

10. Notwithstanding approval by the members of the Constituent Corporations and by the Supreme Court, the Merger may be abandoned at any time prior to the Effective Date by written agreement of the Constituent Corporations. The congregation council of either of the Constituent Corporations may authorize such abandonment without further approval by the members. In the event of the abandonment of the Merger as provided in this Paragraph, this Agreement shall be terminated and no party shall have any liability hereunder of any nature whatsoever.

11. On the Effective Date and thereafter, the Surviving Corporation shall possess all the rights, privileges, immunities, powers, franchises and authority, both public and private, of each Constituent Corporation. All property of every description, including every interest therein and all obligations of or belonging to or due to each of the Constituent Corporations shall thereafter be taken and deemed to be transferred to and vested in the Surviving Corporation, without further act or deed, although each Constituent Corporation from time to time, as and when required by the Surviving Corporation, shall execute and deliver, or cause to be executed and delivered, all such deeds and other instruments and shall take, or cause to be taken, such further action as the Surviving Corporation may deem necessary or desirable to confirm the transfer to and vesting in the Surviving Corporation of title to and possession of all such rights, privileges, immunities, franchises and authority. All rights of creditors of each of the Constituent Corporations shall be preserved unimpaired, limited in lien to the property affected by such liens immediately prior to the Effective Date, and the Surviving Corporation shall thenceforth be liable for all the obligations of each of the Constituent Corporations.

12. The Merger is subject to the following conditions:

a. The Upstate New York Synod of the Evangelical Lutheran Church in America shall have approved the Merger.

b. A Court Order shall have been granted pursuant to Section 13 of the New York Religious Corporations Law approving the Merger.

13. This Agreement shall be governed by and construed in accordance with the laws of the State of New York. This Agreement may be signed in one or more counterparts, each of which shall be deemed an original, and all of which shall constitute one and the same instrument. Neither this Agreement, nor any of the rights or liabilities hereunder, may be assigned by any Party without the prior written consent of the other Party.

*[Signature Page to Follow]*

**IN WITNESS WHEREOF**, the Parties have executed this Agreement by their duly authorized officers as of the date first above written.

**CONCORD:**

**THE LUTHERAN CHURCH OF CONCORD**

By: \_\_\_\_\_  
Sandra E. Volta, President

**MESSIAH:**

**MESSIAH EVANGELICAL LUTHERAN  
CHURCH OF GREECE, N.Y.**

By: \_\_\_\_\_  
Jeffrey Gerstenberger, President