

Charter Oak Church Church Council Minutes

July 27, 2023 – Council Meeting

Council Members: Nathan Anderson, Cindy Carasia, Erin Irons, Christina McCaffrey, Adam Pardee, Brian Quinn, Garth Shaner, Autumn Vinopal, Nick Watson, Chris Whitehead, Jason Halfhill (Ex-Officio), Ty Holler (Ex-Officio)

Absent: Nick Watson, Christina McCaffrey

Guest Attendance: Bill Gates, Sue Gates

Prayer: Cindy Carasia

Campus Report: Bill Gates

- Mount Pleasant-Scottdale Campus Pastor Bill Gates presented to Church Council an overall update on the campus' ministries, discipleship, community involvement, and future goals.

Review the June 2023 Meeting Minutes

- **MOTION** by Cindy Carasia to accept the June Council Meeting Minutes.
 - Motion 2nd by Erin Irons.
 - Motion ACCEPTED.

Old Business

- Resolution to Transfer and Dissolve Charter Oak United Methodist Church
 - **MOTION** by Nathan Anderson to move that the Church Council of Charter Oak United Methodist Church approve and unconditionally ratify the past execution of the resolution attached hereto as **Charter Oak - COUNCIL Resolution to accompany transfer docs - OLD CORP (5185508.1)**. The referenced resolution duly authorizes Charter Oak United Methodist Church to transfer its assets and liabilities to a new entity and to thereafter dissolve and otherwise fulfill all obligations associated with the church's disaffiliation from the United Methodist Church. The resolution was read in its entirety prior to this action taken to approve the motion.
 - Motion 2nd by Adam Pardee.
 - Motion ACCEPTED.
 - The Charter Oak - COUNCIL Resolution to accompany transfer docs - OLD CORP (5185508.1) resolution was and is accordingly adopted and ratified and is attached hereto in its executed form.

Comments from Visitors

- None.

Official Closing of the Charter Oak United Methodist Church Council Meeting

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Official Opening of the Charter Oak Church Council Meeting

Finance Report: Jason Halfhill on behalf of Christina McCaffrey

- See the attached document titled **Treasurer Report 7-27-23**.
- Discussion ensued on the Financial Audit.
 - **MOTION** by Brian Quinn to revise Charter Oak Church's Financial Policy to require two authorized signatories on all checks.
 - Motion 2nd by Autumn Vinopal.
 - Motion ACCEPTED.
 - **MOTION** by Nathan Anderson to empower Ty Holler as an additional authorized signatory for Charter Oak Church's accounts with Key Bank. This individual will have the responsibility of handling all business matters related to Charter Oak Church's accounts with Key Bank, but not limited to, issuing directives on behalf of Charter Oak Church related to the management of those funds.
 - Motion 2nd by Brian Quinn.
 - Motion ACCEPTED.
- Capital Improvements
 - Jason Halfhill presented on future Capital Improvement Projects.
 - Discussion ensued on the potential resealing of the Frye Farm Campus Parking Lot.

Comments from Visitors

- None.

New Business

- Resolution to Accept Assets and Liabilities from Charter Oak United Methodist Church
 - **MOTION** by Nathan Anderson to move that the Church Council of Charter Oak Church approve and unconditionally ratify the past execution of the resolution attached hereto as **Charter Oak - COUNCIL Resolution to accompany transfer docs - New Corp (5185507.1)**. The referenced resolution duly authorizes Charter Oak Church to accept the assets and liabilities of Charter Oak UMC and to otherwise fulfill any obligations associated with helping to finalize Charter Oak UMC's disaffiliation from the United Methodist Church. The resolution was read in its entirety prior to this action taken to approve the motion.
 - Motion 2nd by Adam Pardee.
 - Motion ACCEPTED.
 - The Charter Oak - COUNCIL Resolution to accompany transfer docs - New Corp (5185507.1) resolution was and is accordingly adopted and ratified and is attached hereto in its executed form.
- August 1, 2023 – July 31, 2024: Budget Approval
 - See the attached document titled **COC Proposed Budget Report 2023-2024 Report 7-27-23**.

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- **MOTION** by Brian Quinn to adopt the August 1, 2023 – July 31, 2024 Budget in the total amount of \$2,383,022.
 - Motion 2nd by Garth Shaner.
 - Motion ACCEPTED.
- Church Council Classes
 - Discussion ensued on Church Council membership structure with the below being the proposed Church Council Membership beginning on January 1, 2024:
 - 2024: Christina McCaffrey, Erin Irons, OPEN
 - 2025: Nathan Anderson, Nick Watson, OPEN
 - 2026: Garth Shaner, Brian Quinn, Autumn Vinopal
 - 2027: Adam Pardee, OPEN, OPEN
 - **MOTION** by Nathan Anderson to approve the Church Council Membership, beginning January 1, 2024 as follows:
 - 2024: Christina McCaffrey, Erin Irons, OPEN
 - 2025: Nathan Anderson, Nick Watson, OPEN
 - 2026: Garth Shaner, Brian Quinn, Autumn Vinopal
 - 2027: Adam Pardee, OPEN, OPEN
 - Motion 2nd by Autumn Vinopal.
 - Motion ACCEPTED.
 - **MOTION** by Brian Quinn to approve Nathan Anderson as Church Council President for the Church Council Year of 2024 and 2025.
 - Motion 2nd by Adam Pardee.
 - Motion ACCEPTED (7-0-1).
 - **MOTION** by Autumn Vinopal to approve Christina McCaffrey as Church Council Vice-President for the Church Council Year of 2024.
 - Motion 2nd by Erin Irons.
 - Motion ACCEPTED.
- Pay Full Year Connectional Apportionments to the Global Methodist Church (5% Discount)
 - **MOTION** by Nathan Anderson to approve the full payment of all Connectional Apportionments to the Global Methodist Church for 2023 year from the General Fund.
 - Motion 2nd by Garth Shaner.
 - Motion ACCEPTED.
- Memorial Garden Update
 - Cindy Carasia asked if the Memorial Garden Team could provide some information and communication to all the campuses.
- Crossroads Campus Building
 - Pastor Chris Whitehead provided an update on the progress of the new Crossroads Campus building and next steps coming up in the project.
- Big Brothers and Big Sisters Ministry
 - Pastor Chris Whitehead presented on a potential ministry partnership between Charter Oak Church and the regional Big Brothers and Big Sisters Organization.
 - Discussion ensued on how Charter Oak Church could fill these important roles with Big Brothers and Big Sisters.
 - Nathan Anderson recommended that Charter Oak Church have a policy on how to go about partnering with other organizations and how to resolve conflict and

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communication that arises from differences in beliefs between two non-profit organizations and volunteers.

- Deploying More Money in the Future Budget for Ministry
 - Look to create a new budget line item to move a certain amount of available cash on hand to devote solely for using it for ministries of the church for families and kids.
 - Discussion ensued on raising or decreasing the amount of cash on hand that needs to be available to operate.

Executive Session

- Church Council went into Executive Session.

Next Church Council Meeting

- August 24, 2023 (Frye Farm Campus)
 - Start Time 7:00 PM

Respectfully Submitted,
Ty Holler
July 27, 2023

Treasurer's Notes: June '23

** Numbers are based on a Revenue Budget of \$2,269,211, and an Expense Budget of \$2,115,124

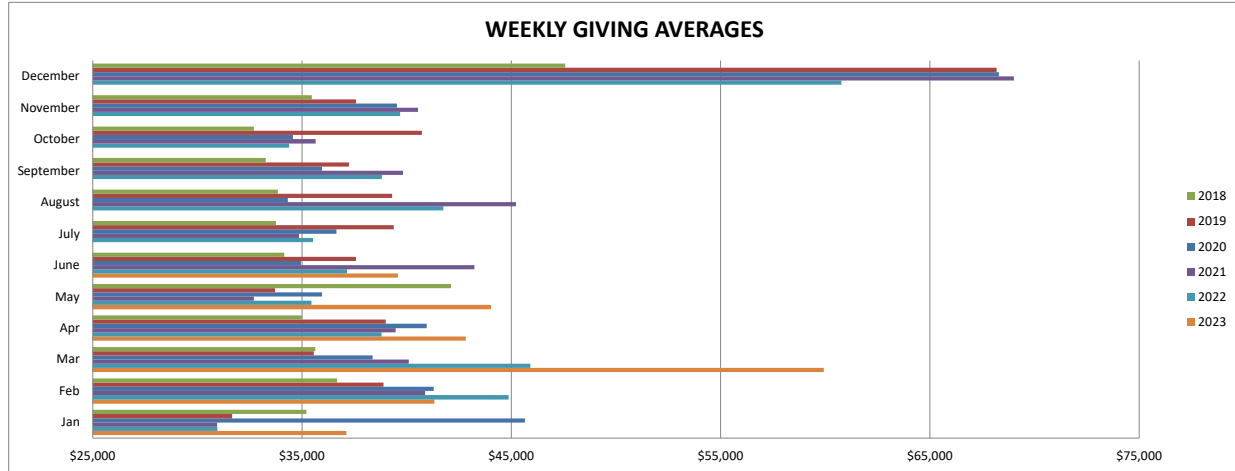
Revenue	Aug-22	Sep-22	Oct-22	Nov-22	Dec-22	Jan-23	Feb-23	Mar-23	Apr-23	May-23	Jun-23	FYE 7/31/23	Budget	% of Bdgt.
Frye Farm	126,060	120,832	128,904	123,511	165,713	141,044	128,976	185,028	158,996	132,411	121,432	1,532,907		
Central Services	-	-	-	-	-	-	-	-	-	-	-	-		
Crossroads	24,238	20,008	25,156	19,630	41,136	23,671	18,812	33,358	31,395	25,389	18,553	281,346		
Jeanette	9,013	6,700	9,101	7,835	26,184	11,459	8,977	9,422	11,262	8,191	8,208	116,352		
Mt Pleasant / Scottsdale	7,679	7,702	8,732	7,752	10,016	9,449	8,534	11,888	12,563	10,151	10,120	104,586		
Totals	166,990	155,242	171,893	158,728	243,049	185,623	165,299	239,696	214,216	176,142	158,313	2,035,191	2,080,110	98%
2021/2022	180,873	159,305	178,335	162,195	275,910	154,763	179,505	183,689	155,215	\$ 177,247	\$ 148,566	1,955,603		

Expenses	Aug-22	Sep-22	Oct-22	Nov-22	Dec-22	Jan-23	Feb-23	Mar-23	Apr-23	May-23	Jun-23	FYE 7/31/23	Budget	% of Bdgt.
Frye Farm	107,283	113,376	119,867	109,597	131,271	148,729	137,651	136,315	132,272	116,704	115,387	1,368,452		
Central Services	16,226	11,281	10,057	18,934	1,413	9,951	8,649	5,180	8,006	11,650	16,768	118,115		
Crossroads	23,155	22,556	28,630	18,201	25,114	22,949	26,977	28,533	26,790	23,580	22,857	269,342		
Jeanette	10,985	11,586	11,967	11,775	12,676	13,319	13,592	12,077	12,450	11,375	15,292	137,094		
Mt Pleasant / Scottsdale	12,542	8,534	10,304	8,397	8,444	8,641	8,925	8,568	9,432	8,866	7,466	100,119		
Totals	170,191	167,333	180,825	166,904	178,918	203,589	195,794	190,673	188,950	172,175	177,770	1,993,122	1,938,864	103%
2021/2022	140,394	154,363	169,414	168,946	177,795	156,768	188,025	174,007	172,151	159,499	186,925	1,848,287		

	Aug-22	Sep-22	Oct-22	Nov-22	Dec-22	Jan-23	Feb-23	Mar-23	Apr-23	May-23	Jun-23	FYE 7/31/23
Unadjusted Net Income	(3,201)	(12,091)	(8,932)	(8,176)	64,131	(17,966)	(30,495)	49,023	25,266	3,967	(19,457)	42,069
Mortgage Principle	(9,672)	(9,709)	(9,745)	(9,781)	(9,818)	(9,855)	(9,892)	(9,929)	(9,966)	(10,003)	(10,041)	(108,411)
Adjusted Total Profit / (Loss)	(12,873)	(21,800)	(18,677)	(17,957)	54,313	(27,821)	(40,387)	39,094	15,300	(6,036)	(29,498)	(66,342)
2021/2022 Unadjusted Net Income	40,479	4,942	8,921	(6,751)	98,115	(2,005)	(8,520)	9,682	(16,936)	17,748	(38,359)	107,316

Weekly Giving Averages	FYE 7/31/23												Weekly Avg/Mo	Comparative 6 Month Avg/Wk
	Jan	Feb	Mar	Apr	May	June	July	August	September	October	November	December		
2018	\$ 35,203	\$ 36,678	\$ 35,639	\$ 34,989	\$ 42,113	\$ 34,156	\$ 33,759	\$ 33,841	\$ 33,272	\$ 32,704	\$ 35,460	\$ 47,572	\$ 36,282	\$ 30,770
2019	\$ 31,660	\$ 38,897	\$ 35,554	\$ 39,001	\$ 33,715	\$ 37,571	\$ 39,384	\$ 39,310	\$ 37,234	\$ 40,726	\$ 37,572	\$ 68,187	\$ 39,901	\$ 29,805
2020	\$ 45,642	\$ 41,291	\$ 38,366	\$ 40,953	\$ 35,954	\$ 34,941	\$ 36,648	\$ 34,319	\$ 35,950	\$ 34,558	\$ 39,526	\$ 68,296	\$ 40,537	\$ 33,701
2021	\$ 30,939	\$ 40,883	\$ 40,102	\$ 39,476	\$ 32,706	\$ 43,226	\$ 34,848	\$ 45,218	\$ 39,826	\$ 35,647	\$ 40,549	\$ 69,003	\$ 41,035	\$ 30,684
2022	\$ 30,953	\$ 44,876	\$ 45,915	\$ 38,804	\$ 35,449	\$ 37,142	\$ 35,532	\$ 41,748	\$ 38,811	\$ 34,379	\$ 39,682	\$ 60,762	\$ 40,338	\$ 32,666
2023	\$ 37,125	\$ 41,325	\$ 59,924	\$ 42,816	\$ 44,036	\$ 39,578							\$ 44,134	\$ 44,134
w=# of weeks	21, 22, 23=5w		20, 20=5w	20=5w	20, 21, 22=5w	19=5w	18, 22=5w	20, 21=5w	19=5w	21, 22=5w	20=5w	20=5w		

Available Cash	
Total Cash on Hand	\$ 3,938,554
Reserve Commitments	(1,681,433)
Strengthening Our Future	436,246
Reserve for Capital Improvement	109,219
Disaffiliation Fund	946,093
Outstanding Payables	(322,995)
Payroll Related & Pens. HSA Liability	(11,184)
Available Cash (see Note 3 below)	\$ 3,414,500
E-Newsletter Calculation	
FYE 7/31/23	
Revenue	
From P&L	\$ 2,035,191
Expenses	
From P&L	\$ 1,993,122
Mortgage Principle	108,411
Net Loss	\$ (66,342)



Notes:

1. Strengthening Our Future giving:	AUG '22	SEP '22	OCT '22	NOV '22	DEC '22	JAN '23	FEB '23	MARCH '23	APRIL '23	MAY '23	JUNE '23	TTL FOR F/Y
	\$9,395	\$12,216	\$27,581	\$24,960	\$59,372	\$11,574	\$9,258	\$7,454	\$8,777	\$7,547	\$4,250	\$182,384
					17 Donors	15 Donors	15 Donors		15 Donors	13 Donors	10 Donors	
2. Disaffiliation Fund giving:	DEC '22	JAN '23	FEB '23	MARCH '23	APRIL '23	MAY '23	JUNE '23	TTL FOR PERIOD				
	\$102,700	\$6,290	\$8,654	\$10,162	\$10,185	\$3,963	\$806,064	\$948,018				
	18 Donors	17 Donors	19 Donors		22 Donors	15 Donors	9 Donors					

3. The final payment for disaffiliation from the United Methodist Church is \$1,156,776 and will be paid before 7/31/23.

Funding for the payment will come from the following lines on the balance sheet:

Accounts Payable	\$ 322,994.57
Disaffiliation Fund	833,781.43
Payment to WPA UMC	\$ 1,156,776.00

COC TOTAL		2022-23 Annual Budget	2023-24 Annual Proposed Budget
Ordinary Income/Expense			
Income			
1006 · Total Revenue			
401100 · Tithes/Offerings		2,268,728	2,437,415
401200 · Other Income		480	52,500
Total 1006 · Total Revenue		2,269,208	2,489,915
Total Income		2,269,208	2,489,915
Gross Profit		2,269,208	2,489,915
Expense			
1030 · Total Compensation		932,408	1,000,148
1031 · Employee Benefits		284,469	413,888
1032 · Total Travel & Expenses		21,600	25,400
1033 · Total Administration		108,700	121,970
1034 · Total Facility Operations		293,500	318,129
1035 · Total Housing		98,300	66,000
1036 · Total Info & Technology		19,000	18,768
1040 · Total Discipleship Ministry		9,600	11,700
1041 · Total Weekend Kid's Ministry		23,300	25,300
1042 · Total Student Ministry		25,400	23,300
1043 · Total Compassion		10,400	12,400
1044 · Total Outreach		66,400	68,000
1045 · Total Worship Arts		32,700	25,000
1046 · Total Kid's Event Ministry		8,300	4,500
1047 · Total Connect Ministry		0	7,500
1050 · Weekend Experience		2,000	410
1090 · Conference,Interest & Cntrl Svc			
521001 · Connectional Giving		231,210	70,931
521003 · Reserve for Capital Improvement		79,600	87,372
521005 · Interest on Mortgage		63,845	82,306
Total 1090 · Conference,Interest & Cntrl Svc		374,655	240,609
Total Expense		2,310,732	2,383,022
Net Ordinary Income		(41,524)	106,893
Other Income/Expense			
Other Expense			
1099 · 9000C Mortgage Principal		118,699	100,238
Total Other Expense		118,699	100,238
Net Other Income		(118,699)	(100,238)
		(160,223)	6,655

Charter Oak Church
Resolution of Church Council (Board of Directors) and Corporation
Organizational Meeting &
Initial Council/Board Meeting – July 27, 2023

Following proper notice of a meeting to the members of the governing Church Council of Charter Oak United Methodist Church (“Old Corp”), and such notice including a description of all matters to be voted upon, and such notice being given to all Councilmembers at least ten days prior to the meeting, an organizational meeting and initial meeting of the Church Council of the newly-incorporated Charter Oak Church (“New Corp”)—acting as the corporation’s organizing members and Board of Directors, and vested with full management authority—was held on the above-referenced date, at which, there being a quorum present, the Church Council of New Corp mutually resolved as follows on behalf of the corporation:

WHEREAS, Old Corp is a Pennsylvania nonprofit corporation domiciled in Westmoreland County;

WHEREAS, on or about November 6, 2022, the members of Old Corp voted to disaffiliate from the UMC and to request that the UMC Annual Conference permit Old Corp to withdraw from membership in the UMC;

WHEREAS, Old Corp and Annual Conference representatives negotiated and drafted a proposed “Withdrawal Agreement,” pursuant to which Old Corp would, in exchange for certain payments to be made to Annual Conference, be permitted to withdraw from the UMC; pursuant to the Withdrawal Agreement, Old Corp would maintain and/or receive full, absolute, and exclusive ownership of all property held by or titled in the name of Old Corp, notwithstanding the fact that such property was, according to Annual Conference, held in trust for the benefit of the UMC;

WHEREAS, in exchange for the Annual Conference waiving and releasing any claim it may have to any property of Old Corp, the Withdrawal Agreement compels Old Corp to promptly thereafter transfer its assets and liabilities to a new entity;

WHEREAS, the members and governing Church Council of Old Corp have accordingly authorized the creation of the new non-profit corporation, New Corp, which entity will continue the post-UMC-withdrawal Christian ministry and operations of Old Corp, and in furtherance of that mission will accept all assets of Old Corp and assume all liabilities, debts, and obligations of Old Corp;

WHEREAS, on or about November 6, 2022, Old Corp duly approved and properly executed the Withdrawal Agreement; and, on or about June 14, 2023, Annual Conference duly approved and subsequently executed the Withdrawal Agreement, making such agreement binding upon Old Corp and Annual Conference;

WHEREAS, the governing Church Council of Old Corp has convened and properly voted and resolved to formally authorize the transfer of all assets and liabilities, including all real property, of Old Corp to New Corp; and

WHEREAS, the elected Church Council of Old Corp now desires to formally organize New Corp and/or confirm the entity's organization as a Pennsylvania non-profit corporation, to approve proposed articles of incorporation, to accept and take possession of the assets of Old Corp, to formally assume the obligations and debts of Old Corp, and to elect initial corporate directors;

THEREFORE, BE IT RESOLVED that the Articles of Incorporation for New Corp presented at the organizational meeting and attached hereto as "**Exhibit B**" are hereby approved, ratified, and accepted; and that the execution of such Articles by Jason Halfhill, as Incorporator of New Corp, be authorized, ordered, and confirmed;

BE IT FURTHER RESOLVED that Nathan Anderson, Adam Pardee, Chris Whitehead, Nick Watson, Christina McCaffrey, Cindy Carasia, Richard Hoffman, Garth Shaner, Brian Quinn, Autumn Vinopal, and Erin Irons are hereby elected, approved, and confirmed as the voting members of New Corp's initial Church Council (the "Council"), to function and serve as a corporate board of directors, and to serve pursuant to, and in accordance with, the Articles of Incorporation referenced and approved herein;

BE IT FURTHER RESOLVED that the above-elected initial Church Council, or their appointees, in accordance with the Articles of Incorporation approved herein, shall promptly prepare and approve appropriate written corporate bylaws that the Council in its discretion determines to be reasonable or necessary for the internal governance and affairs of New Corp;

BE IT FURTHER RESOLVED that New Corp shall execute an "Asset Transfer and Liability Assumption Agreement" with Old Corp; that such agreement shall include provisions for the transfer of all Old Corp assets and liabilities to New Corp; that, in furtherance of that purpose, such agreement shall include any other standard or appropriate provisions as are determined to be necessary by Jason Halfhill as authorized agent of New Corp; and that Jason Halfhill, as the authorized agent of New Corp, shall be authorized, empowered, and instructed to execute such Asset Transfer and Liability Assumption Agreement on behalf of New Corp;

BE IT FURTHER RESOLVED that New Corp shall execute one or more appropriate formal "Acts of Conveyance" and/or "Acts of Transfer Subject to Mortgage," which convey from Old Corp to New Corp, with full warranty of title, all of that real property identified in the attached "**Exhibit A**"; that such act(s) of conveyance shall include provisions for the transfer of all Old Corp real estate to New Corp; that, in furtherance of that purpose, such act shall include any other standard or appropriate provisions as are determined to be necessary by Jason Halfhill as authorized agent of New Corp; and that Jason Halfhill, as the authorized agent of New Corp, shall be authorized, empowered, and instructed to execute such Act(s) of Conveyance or Act of Transfer Subject to Mortgage on behalf of New Corp;

BE IT FURTHER RESOLVED that New Corp shall execute an appropriate formal "Assignment and Assumption of Debt" or similar instrument in order for New Corp to exclusively assume all legal and contractual obligations of Old Corp created by that certain loan agreement between Old Corp (as borrower) and Commercial Bank & Trust of Pennsylvania (as lender), in the original principal amount of \$3,400,000.00 first borrowed in 2012; that New Corp shall further execute any additional documents required in order to assume any related obligations to Commercial Bank & Trust of Pennsylvania, including but not limited to those set forth in any "Promissory Note" or "Mortgage" documents executed contemporaneously; and that Jason Halfhill, as the authorized agent of New

Corp, shall be authorized, empowered, and instructed to execute such Assignment and Assumption of Debt (and any other lender-required instruments) on behalf of New Corp; and

BE IT FURTHER RESOLVED that Jason Halfhill, as the authorized agent of New Corp, or any person authorized by him in writing, shall additionally be authorized, empowered, and instructed to take any other acts for and on behalf of New Corp that he in his discretion determines are reasonably necessary to: transfer Old Corp's assets to New Corp; secure a quitclaim release or deed from the UMC Annual Conference for any property being acquired by New Corp from Old Corp; cause New Corp to assume the liabilities of Old Corp; cause Old Corp's current outstanding debts and obligations to be extinguished; transfer custody of Old Corp's bank accounts or balances to New Corp; properly document the transfer of assets and liabilities to New Corp; complete any physical, amending, or supplemental documents in connection with same; and/or otherwise honor New Corp's obligations under the above-approved "Asset Transfer and Liability Assumption Agreement," "Act(s) of Conveyance," "Act of Transfer Subject to Mortgage," "Assignment and Assumption of Debt," and related instruments.

SO RESOLVED by the organizing Church Council (Board of Directors) of CHARTER OAK CHURCH in Westmoreland County, Pennsylvania, on the 27th day of July, 2023, in the presence of me, by at least a two-thirds (2/3) majority of those present:

WITNESSES:

CHARTER OAK CHURCH

Jason Halfhill
Print Name: Jason Halfhill

By: [Signature]
Recording Secretary

[Signature]
Print Name: Nathan J Anderson

Signed and witnessed before:

[Signature]
LORREN G. RIGGLE, Notary Public
Notary/Bar Roll Number: 12567169
My Commission Expires 12/11/26

Commonwealth of Pennsylvania
County of Westmoreland

Sworn to and subscribed before me
this 9 day of July, 2023

Commonwealth of Pennsylvania - Notary Seal
Lorren G. Riggle, Notary Public
Westmoreland County
My commission expires December 11, 2026
Commission number 1287169
Member, Pennsylvania Association of Notaries

**EXHIBIT A to Resolution of
Charter Oak Church**

REAL PROPERTY of CHARTER OAK CHURCH

PROPERTY 1 || Greensburg Campus || Deed dated July 13, 2012

The following-described property situated in Westmoreland County, Pennsylvania, being composed of the indicated "Tract One" and "Tract Two", with Tract Two containing two separate parcels:

TRACT ONE:

ALL that certain lot of land situate in the Township of Unity, County of Westmoreland and Commonwealth of Pennsylvania, known and designated as Lot No. 1 in the Frye Subdivision No. 4, which subdivision is recorded in the Office of the Recorder of Deeds in and for Westmoreland County, Pennsylvania, at Instrument Number 200503070010909, and is more particularly bounded and described, as follows:

BEGINNING at an iron pin set at the Northern corner other land of the Grantee herein, being Parcel "F" of the Frye Subdivision No. 3 as recorded in Westmoreland County Plan Book Volume 91, at page 1141; thence along the Eastern line of the Statler Plan No. 1, recorded in Westmoreland County Plan Book Volume 89, at page 2182, North 18° 13' 00" East 437.95 feet to a set iron pin; thence along residue land of Lois Frye and the Clair L. Frye Testamentary Trust, South 71° 00' 35" East 1,004.31 feet to a set iron pin; thence continuing along the same, South 18° 13' 00" West 367.95 feet to a set iron pin; thence along the Northern line of the Frye Subdivision recorded in Plan Book Volume 86, at page 448 and the Clair L. Frye Subdivision recorded in Plan Book Volume 89, at page 904 and the Frye Subdivision No. 3, recorded in Plan Book Volume 91, at page 1141, North 75° 00' 00" West 1,005.80 feet to a set iron pin, the place of beginning.

CONTAINING 9.29 acres according to the Frye Subdivision No. 4 prepared by Robert A. Lucas, a Registered Land Surveyor recorded March 7, 2005, at Instrument Number 200503070010909.

TOGETHER WITH a right of way to be enjoyed jointly by Thelma Lois Frye, prior Grantor, her heirs and assigns, and Grantee, its successors and assigns, for ingress, egress and regress to the premises of the Grantee, and the other premises of the Thelma Lois Frye, prior Grantor, and premises of the Clair L. Frye Testamentary Trust, if any, being fifty (50) feet in width throughout its entire course and having as its westerly most boundary a line consisting of the following distances and courses: **BEGINNING** at a point in the center line of Township Road 604 at corner of lands now or formerly of Gregory D. Grabiak, M.D., P.C. Money Purchase Pension Plan and Trust appearing in deed recorded in Westmoreland County Deed Book Volume 3280, Page 0223, and assigned Westmoreland County Tax Map Number 61-12-00-0-154, thence through, leaving and across the said right of way of Township Road 604, and along line of land of said Gregory D. Grabiak, M.D., P.C., Money Purchase

Pension Plan and Trust, and Lot 1 herein conveyed to Grantee, North 18° 13' 00" East, 642.95 feet to an iron pin set and other lands of Thelma Lois Frye, prior Grantor, with the right of Grantee, its successors and assigns, and right of Grantor, her heirs and assigns, to install, maintain, repair, replace, relocate and grant permission to others to use lines and equipment for the provision of gas, oil, electric, sewage, cable television, telephone service and water service to the improvements upon the premises of the Grantee and premises of Thelma Lois Frye, prior Grantor, and their respective heirs, successors and assigns.

SUBJECT TO a certain Roadway and Right of Way Maintenance and Usage Agreement dated June 17, 2005, recorded June 23, 2005, in the Office of the Recorder of Deeds in and for Westmoreland County, Pennsylvania at Instrument Number 200506230031712.

BEING the same tract of land granted and conveyed to The Trustees of the Charter Oak United Methodist Church by deed dated June 17, 2005, recorded June 21, 2005, in the Office of the Recorder of Deeds in and for Westmoreland County, Pennsylvania at Instrument Number 200506210031327.

ASSESSED as Westmoreland County Tax Map Number **61-12-00-0-274**.

TRACT TWO:

ALL of those two (2) certain lots or parcel of land situate in the Township of Unity, County of Westmoreland and Commonwealth of Pennsylvania, being more particularly bounded and described as follows:

PARCEL FIRST:

BEGINNING at a point in the center line of a concrete highway known as Old Lincoln Highway, also known as Frye Farm Road, at a corner common to the land herein conveyed and lands formerly of Robert M. Statler; thence along line dividing the herein described parcel of land; thence along said line, North 18° 13' East, a distance of 200 feet to a point; thence from said point, South 75° East, 200 feet to a point; thence from said point, South 18° 13' West, a distance of 200 feet to a point in the centerline of the aforementioned concrete road known as Old Lincoln Highway, also known as Frye Farm Road; thence by said center line, North 75° West, a distance of 200 feet to a point, the place of beginning.

PARCEL SECOND:

ALL that certain lot or parcel of land situated in Unity Township, Westmoreland County, Pennsylvania being known and designated as Parcel "F" in the Frye Subdivision No. 3, as recorded in Plan Book Volume 91, at page 1141.

BEING the same two (2) certain lots or parcels of land granted and conveyed to The Trustees of the Charter Oak United Methodist Church, by deed dated September 22, 2000,

recorded September 22, 2000, in the Office of the Recorder of Deeds in and for Westmoreland County Pennsylvania in Deed Book Volume 3790, at page 77.

Parcel First and Parcel Second as currently assessed as Westmoreland County Tax Map Number **61-12-00-0-060**.

PROPERTY 2 || Jeannette Campus || Deed dated March 16, 2023

The following-described property situated in Westmoreland County, Pennsylvania, being composed of the indicated "Tract One," "Tract Two," and "Tract Three", with Tract One containing four separate parcels and Tract Two containing two separate parcels:

TRACT ONE:

PARCEL ONE:

ALL that certain piece or parcel of land situate in the Borough of Jeannette, now the City of Jeannette, County of Westmoreland and Commonwealth of Pennsylvania, bound and described as follows, to wit:

South of the main line of the Pennsylvania Railroad lying between Magee Avenue and Clay Avenue, fronting forty (40) feet on the Easterly side of Second Street, and running back of equal width one hundred thirty (130) feet to an alley, more particularly bounded and described as follows, to wit:

BEGINNING at a point on the Easterly side of Second Street at the corner of other lands of the Grantees herein; thence extending along said Second Street in as Southerly direction a distance of forty (40) feet to a point; thence in an Easterly direction along other lands of the Grantors herein in a Westerly direction One hundred thirty (130) feet to an alley; thence in a Northerly direction along said alley, forty (40) feet to a point on other lands of the Grantees herein; thence in a Westerly direction one hundred thirty (130) feet to the Easterly side of Second Street, the place of beginning.

BEING the same certain piece or parcel of land granted and conveyed to Jeannette Methodist Episcopal Church dated April 1, 1919, and recorded on April 8, 1919 in the Office of the Recorder of Deeds in and for Westmoreland County, Pennsylvania, in Deed Book Volume 602, at page 547.

PARCEL TWO:

ALL that certain parcel of land, lying in the town of Jeannette, now City of Jeannette, Westmoreland County, Commonwealth of Pennsylvania, and described as follows:

LOT No. ---South of the main line of the Pennsylvania Railroad, lying between Jeannette Methodist Episcopal Church, and lands now or

formerly of John H, Treacher fronting on Second Street ten (10) feet, and running back of equal width one hundred thirty (130) feet to an alley.

BEING the same certain parcel of land granted and conveyed to Jeannette Methodist Episcopal Church in deed dated March 10, 1908, and recorded on September 21, 1908 in the Office of the Recorder of Deeds in and for Westmoreland County, Pennsylvania, in Deed Book Volume 467, at Page 342.

PARCEL THREE:

ALL that certain parcel of land lying in the Town of Jeannette, now City of Jeannette, Westmoreland County, Commonwealth of Pennsylvania, and described as follows:

LOT No. ---- South of the main line of the Pennsylvania Railroad, lying between First Street and Second Street fronting on the Southerly side of Magee Avenue, thirty (30) feet and running back of equal width a distance of sixty five (65) feet to other lands formerly of Western Land & Improvement Company, being bounded on the east by a fifteen (15) feet wide alley, on the south by lands formerly of the Western Land & Improvement Company, on the west by lot of the Grantee herein, on the North by Magee Avenue.

BEING the same certain parcel of land granted and conveyed to Jeannette Methodist Episcopal Church in deed dated October 9, 1906, and recorded on January 9, 1907 in the Office of the Recorder of Deeds in and for Westmoreland County, Pennsylvania, in Deed Book Volume 414, at Page 573.

PARCEL FOUR:

ALL that certain parcel of land lying in the Town of Jennette, now City of Jeannette, Westmoreland County, Commonwealth of Pennsylvania, and described as follows:

LOT situated South of the main line of the Pennsylvania Railroad situate on the Southeastwardly side of Second Street between Southwestwardly side of Magee Avenue containing in front on the said Second Street sixty five feet and extending in depth Southeastwardly of that width at right angles to said Second Street and along the Southwestwardly side of the said Magee Avenue one hundred feet. Bounded Southeastwardly and Southwardly by land formerly of Western Land and Improvement Company Northeastwardly by the said Magee Avenue and Northwestwardly by Second Street aforesaid.

BEING in the same certain parcel of land granted and conveyed to Jeannette Methodist Episcopal Church in deed dated March 5, 1896, and recorded on June 10, 1896 in the Office of the Recorder of Deeds in and for Westmorland County, Pennsylvania, in Deed Book Volume 252, at Page 47.

The above four (4) parcels of land are collectively **ASSESSED** as Westmoreland County Tax Map Number **14-01-16-0-318**.

TRACT TWO:

PARCEL FIRST:

ALL that certain piece or parcel of land situate in the First (1st) Ward in the City of Jeannette, formerly Borough of Jeannette, County of Westmoreland and Commonwealth of Pennsylvania, being Lot Numbered eight hundred and seventy-nine (879) in the Western Land and Improvement Company's Plan of Lots recorded in the Recorder's Office for Westmoreland County, Pennsylvania, in Map of Jeannette, recorded in Plan Book Volume 3, at page 4, and bounded and described as follows, to wit:

FRONTING twenty (20) feet on the easterly side of Second Street and extending back therefrom of that width in length or depth eastward, between lot numbered eight hundred and eighty-five (885) on the North and lot numbered forty one (41) on the South in same plan, a distance of one hundred feet to a twenty (20) feet wide alley extending northward from Magee Avenue.

ASSESSED as Westmoreland County Tax Map Number 14-01-16-0-314.

PARCEL SECOND:

ALL that certain lot or piece of ground lying situate in the City of Jeannette (formerly the Borough of Jeannette) County of Westmoreland and Commonwealth of Pennsylvania, being known and designated as Lot Numbered 41, in the Western Land and Improvement Company's Plan of Jeannette, as the same is recorded in the Recorder's Office in and for Westmoreland County, aforesaid, in Plan Book Volume 3, and this lot shown particularly on Page 4, the said lot lying South of the main line of the Pennsylvania Railroad Company, and being more particularly bounded and described as follows, to wit:

BEGINNING at a point in the Southeasterly line of South Second Street at the dividing line between Lots Nos. 41 and 879, as shown on said plan; thence along said dividing line Southwestwardly one hundred (100) feet to the Northwesterly line of an alley twenty (20) feet wide, as shown on said plan; thence along said line of said alley Southwestwardly twenty (20) feet to the dividing line between Lots Nos. 41 and 43, as shown on said plan; thence along said dividing line between Lots Nos. 41 and 43, Northwestwardly one hundred (100) feet to the Southeasterly line of South Second Street and thence along said line of said South Second Street Northeastwardly twenty (20) feet to the place of beginning.

ASSESSED as Westmoreland County Tax Map Number **14-01-16-0-315**.

BEING the same certain lots or pieces of ground granted and conveyed to First United Methodist Church in deed dated March 13, 2012, and recorded on March 19, 2012 in the

Office of the Recorder of Deeds in and for Westmoreland County, Pennsylvania, at Instrument Number 201203190011001.

TRACT THREE:

ALL those four certain lots of land situated in the City of Jeannette, County of Westmoreland and Commonwealth of Pennsylvania, and being more particularly bounded and described as follows:

Lots 43, 45, 47 and 49 in the plan of Western Land & Improvement Company which is duly recorded in the Office of the Recorder of Deeds of Westmoreland County, Pennsylvania, and which four (4) lots of land have a combined frontage of 80 feet on the Easterly side of Second Street and extending back of equal width a distance of 100 feet to a 20 foot alley.

ASSESSED as Westmoreland County Tax Map Number **14-01-16-0-316**.

BEING the same certain four lots of land granted and conveyed to First United Methodist Church in deed dated April 25, 2016, and recorded on April 25, 2016 in the Office of the Recorder of Deeds in and for Westmoreland County, Pennsylvania, at Instrument Number 201604250012435.

PROPERTY 3 || Crossroads Campus || Deed dated May 9, 2023

In the County of Westmoreland and Commonwealth of Pennsylvania, that certain piece or parcel of land situated in the Township of Hempfield, bounded and described as follows:

BEGINNING at a point in a public road and on line of right of way of the Pennsylvania Railroad Company (Radebaugh Branch), said point being the Southwesterly corner of the Jerre Baughman farm of the party of the first part; thence along said right of way North 58° 29' West, 410.6 feet to a stake; thence leaving said right of way and through land of which this is a part, North 53° 09' East, 532.22 feet to a stake; thence through same, South 36° 51' East, 381.68 feet to a point in the above mentioned public road; thence along said road, South 53° 09' West, 380.86 feet to the point at the place of beginning.

SAVING and **EXCEPTING**, however, out of the operation of this conveyance all the coal in and underlying the hereinabove described tract, together with the right to mine, dig and carry away the said coal, without being required to provide for the support of the overlying strata or the surface, and without liability for damage to anything therein or thereon by reason of the mining and removal of the said coal. **TOGETHER** with the right to mine and remove through and under said described premises, other coal or matter belonging to the said party of the first part, its successors and assigns.

Being the same premises which Keystone Coal & Cake Company by Deed dated September 29, 1925 and recorded October 2, 1925 in Westmoreland County in Deed Book Volume 820 Page 316 conveyed unto Edward H. Combes and Elizabeth Bakewell Combes, his wife, in fee.

And the said Edward H. Combes died on April 13, 1958.

And the said Elizabeth B. Combes, alias dictus Elizabeth Bakewell Combes died on September 21, 1979, intestate. And Letters of Administration were granted on September 27, 1979 unto Mellon Bank, N.A. in Westmoreland County under Register of Wills number 65-79-1432.

Being the same premises which Mellon Bank, N.A., Administrator C.T.A. of the Estate of Elizabeth B. Combes, alias dictus Elizabeth Bakewell Combes, deceased by Deed dated November 15, 1979 and recorded November 26, 1979 in Westmoreland County in Deed Book Volume 2341 Page 1100 conveyed unto Ronald L. Repasky and Dorothy M. Repasky, his wife, in fee.

And the said Ronald L. Repasky died on July 21, 2013.

BEING tax map ID 50-21-05-0-117.

**EXHIBIT B to Resolution of
Charter Oak Church**

[Insert final draft or signed copy of Articles of Incorporation]

**Charter Oak United Methodist Church
Resolution of Church Council (Board of Directors) and Corporation
July 27, 2023**

Following proper notice of a Church Council meeting in accordance with Pennsylvania law and the governing documents of Charter Oak United Methodist Church (“Old Corp”), and such notice including a description of all matters to be voted upon, and such notice being given to all Councilmembers at least ten days prior to the meeting, a meeting of Old Corp’s Church Council—acting as the corporation’s Board of Directors and vested with full management authority—was held on the above-referenced date, at which, there being a quorum present, the Church Council of Old Corp properly resolved as follows on behalf of the corporation:

WHEREAS, Old Corp is a Pennsylvania nonprofit corporation domiciled in Westmoreland County;

WHEREAS, on or about November 6, 2022, the members of Old Corp voted to disaffiliate from the United Methodist Church (“UMC”) and to request that the UMC Annual Conference permit Old Corp to withdraw from membership in the UMC;

WHEREAS, Old Corp and Annual Conference representatives negotiated and drafted a proposed “Withdrawal Agreement,” pursuant to which Old Corp would, in exchange for certain payments to be made to Annual Conference, be permitted to withdraw from the UMC; pursuant to the Withdrawal Agreement, Old Corp would maintain and/or receive full, absolute, and exclusive ownership of all property, real or personal, held by or titled in the name of Old Corp, notwithstanding the fact that such property was, according to Annual Conference, held in trust for the benefit of the UMC;

WHEREAS, in exchange for the Annual Conference waiving and releasing any claim it may have to any property of Old Corp, the Withdrawal Agreement compels Old Corp to promptly thereafter transfer its assets and liabilities to a newly-formed entity;

WHEREAS, the members of Old Corp have accordingly authorized the creation of the new non-profit corporation Charter Oak Church (“New Corp”), which entity will continue the post-UMC-withdrawal Christian ministry and operations of Old Corp, and in furtherance of that mission will accept all assets of Old Corp and assume all liabilities, debts, and obligations of Old Corp;

WHEREAS, on or about November 6, 2022, Old Corp duly approved and properly executed the Withdrawal Agreement; and, on or about June 14, 2023, Annual Conference duly approved and properly executed the Withdrawal Agreement, making such agreement binding upon Old Corp and Annual Conference; and

WHEREAS, the governing Church Council of Old Corp now wishes to formally authorize the transfer of all assets and liabilities, including all real property, of Old Corp to New Corp;

THEREFORE, BE IT RESOLVED that all of the above recitations are certified as true and correct, are adopted hereby, and are incorporated herein by reference;

BE IT FURTHER RESOLVED that Old Corp hereby agrees and consents to the formation of New Corp (as a Pennsylvania non-profit corporation) and the execution of accompanying Articles of Incorporation, with such Articles to contain such provisions as are determined to be reasonable by Jason Halfhill, as Incorporator, or his designee;

BE IT FURTHER RESOLVED that Old Corp hereby agrees and consents to the conveyance, transfer, and delivery of all of the assets of Old Corp to New Corp, in exchange for the assumption of all of Old Corp's liabilities by New Corp, all in accordance with the Withdrawal Agreement, which agreement is hereby approved and confirmed again;

BE IT FURTHER RESOLVED that Old Corp shall execute an "Asset Transfer and Liability Assumption Agreement" with New Corp; that such agreement shall include provisions for the transfer of all Old Corp assets and liabilities to New Corp; that, in furtherance of that purpose, such agreement shall include any other standard or appropriate provisions as are determined to be necessary by Jason Halfhill as the authorized agent of Old Corp; and that Jason Halfhill, as authorized agent of Old Corp, shall be authorized, empowered, and instructed to execute such Asset Transfer and Liability Assumption Agreement on behalf of Old Corp;

BE IT FURTHER RESOLVED that Old Corp shall execute one or more appropriate formal "Acts of Conveyance" and/or "Acts of Transfer Subject to Mortgage," which convey to New Corp, with full warranty of title, all of that real property identified in the attached "Exhibit A"; that such act(s) of conveyance shall include provisions for the transfer of all Old Corp real property to New Corp; that, in furtherance of that purpose, such act(s) shall include any other standard or appropriate provisions as are determined to be necessary by Jason Halfhill as the authorized agent of Old Corp; and that Jason Halfhill, as authorized agent of Old Corp, shall be authorized, empowered, and instructed to execute such Act(s) of Conveyance on behalf of Old Corp;

BE IT FURTHER RESOLVED that Old Corp shall execute an appropriate formal "Assignment and Assumption of Debt" or similar instrument in order to permit New Corp to exclusively assume from Old Corp all legal and contractual obligations created by that certain loan agreement between Old Corp (as borrower) and Commercial Bank & Trust of Pennsylvania (as lender), in the original principal amount of \$3,400,000.00 first borrowed in 2012; that Old Corp shall further execute any additional documents required in order to transfer any related obligations to New Corp, including but not limited to those set forth in any "Promissory Note" and "Mortgage" documents executed contemporaneously; and that Jason Halfhill, as the authorized agent of Old Corp, shall be authorized, empowered, and instructed to execute such Assignment and Assumption of Debt (and other referenced instruments) on behalf of Old Corp;

BE IT FURTHER RESOLVED that Jason Halfhill and/or Nathan Anderson, as the authorized agents of Old Corp, shall, after the transfer of Old Corp's assets and liabilities to New Corp, be hereby authorized to arrange for the corporation's voluntary dissolution in the most expeditious way possible pursuant to 15 Pa. C.S. § 5972; that the authorized dissolution of Old Corp shall proceed under 15 Pa. C.S. § 5975, which contemplates the pre-dissolution provision for liabilities; that either of the named agents shall otherwise be instructed and authorized to cause notice of the winding up proceedings to be officially published and to be mailed by certified mail to each known creditor (if there are any) and to each municipal corporation in which Old Corp has a place of business; that either of the named agents shall be instructed and authorized to discharge or make adequate provision for the discharge of all liabilities of Old Corp (to the extent any action is required beyond New Corp's assumption of Old Corp's liabilities); that, to the extent Old Corp has any net assets remaining after its dissolution and liquidation, or later acquires any such assets, all such assets shall be distributed to

New Corp if possible, so long as New Corp remains a qualifying tax-exempt non-profit corporation the primary purpose of which is the operation of a Christian church; that, in the event New Corp is not eligible to receive Old Corp's remaining net assets, such assets shall be distributed to one or more 501(c)(3) tax-exempt Christian churches engaged in ministry in Pennsylvania; that, in connection with Old Corp's dissolution, Jason Halfhill and/or Nathan Anderson, as the authorized agents of Old Corp, shall be hereby instructed and authorized to execute any related documents or authorizations, including but not limited to any required Articles of Dissolution (under 15 Pa. C.S. § 5977) and/or any requests for tax-clearance certificates (under 15 Pa. C.S. § 139); that either of the named agents shall otherwise be authorized and empowered to take all such steps as either of them determines are necessary in order to dissolve Old Corp, liquidate it, comply with the Pennsylvania Nonprofit Corporation statute's dissolution provisions, and ensure the distribution of all remaining corporate assets in accordance with Old Corp's corporate purposes, obligations, and tax-exempt status; and that Jason Halfhill and Nathan Anderson, as the authorized agents of Old Corp, shall hereafter have full and unilateral authority to terminate any formal statutory dissolution activities at any time; and

BE IT FURTHER RESOLVED that Jason Halfhill, as the authorized agent of Old Corp, or any person authorized by him in writing, shall additionally be authorized, empowered, and instructed to take any other acts for and on behalf of Old Corp that he in his discretion determines are reasonably necessary to: transfer Old Corp's assets to New Corp; cause New Corp to assume the liabilities of Old Corp; dissolve any ties between Old Corp and its presently-held assets; transfer any subsequently-acquired assets to New Corp; cause Old Corp's current outstanding debts and obligations to be extinguished; transfer custody of Old Corp's bank accounts or balances to New Corp; properly dissolve Old Corp and document the transfer of its assets and liabilities to New Corp; complete any physical, amending, or supplemental documents in connection with same; and/or otherwise honor Old Corp's obligations under the above-approved "Asset Transfer and Liability Assumption Agreement," "Act(s) of Conveyance," "Act of Transfer Subject to Mortgage," and/or "Assignment and Assumption of Debt" (and related agreements).

— — — — —

[CERTIFICATION AND SIGNATURES ON FOLLOWING PAGE]

SO RESOLVED by the Church Council (Board of Directors) of CHARTER OAK UNITED METHODIST CHURCH in Westmoreland County, Pennsylvania, on the 27th day of July, 2023, in the presence of me, by at least two-thirds (2/3) of those present:

WITNESSES:

CHARTER OAK UNITED METHODIST CHURCH

Jason Halfhill
Print Name: Jason Halfhill

By: S.C. Holler
Recording Secretary

Nathan J Anderson
Print Name: Nathan J Anderson

Signed and witnessed before:

Lorren G. Riggle
Lorren G. Riggle, Notary Public

Notary/Bar Roll Number: 1287169

My Commission Expires 12/11/26

Commonwealth of Pennsylvania - Notary Seal
Lorren G. Riggle, Notary Public
Westmoreland County
My commission expires December 11, 2026
Commission number 1287169
Member, Pennsylvania Association of Notaries

Commonwealth of Pennsylvania
County of Westmoreland

Sworn to and subscribed before me
this 7 day of July, 2023

**EXHIBIT A to Resolution of
Charter Oak United Methodist Church**

REAL PROPERTY of CHARTER OAK CHURCH

PROPERTY 1 || Greensburg Campus || Deed dated July 13, 2012

The following-described property situated in Westmoreland County, Pennsylvania, being composed of the indicated "Tract One" and "Tract Two", with Tract Two containing two separate parcels:

TRACT ONE:

ALL that certain lot of land situate in the Township of Unity, County of Westmoreland and Commonwealth of Pennsylvania, known and designated as Lot No. 1 in the Frye Subdivision No. 4, which subdivision is recorded in the Office of the Recorder of Deeds in and for Westmoreland County, Pennsylvania, at Instrument Number 200503070010909, and is more particularly bounded and described, as follows:

BEGINNING at an iron pin set at the Northern corner other land of the Grantee herein, being Parcel "F" of the Frye Subdivision No. 3 as recorded in Westmoreland County Plan Book Volume 91, at page 1141; thence along the Eastern line of the Statler Plan No. 1, recorded in Westmoreland County Plan Book Volume 89, at page 2182, North 18° 13' 00" East 437.95 feet to a set iron pin; thence along residue land of Lois Frye and the Clair L. Frye Testamentary Trust, South 71° 00' 35" East 1,004.31 feet to a set iron pin; thence continuing along the same, South 18° 13' 00" West 367.95 feet to a set iron pin; thence along the Northern line of the Frye Subdivision recorded in Plan Book Volume 86, at page 448 and the Clair L. Frye Subdivision recorded in Plan Book Volume 89, at page 904 and the Frye Subdivision No. 3, recorded in Plan Book Volume 91, at page 1141, North 75° 00' 00" West 1,005.80 feet to a set iron pin, the place of beginning.

CONTAINING 9.29 acres according to the Frye Subdivision No. 4 prepared by Robert A. Lucas, a Registered Land Surveyor recorded March 7, 2005, at Instrument Number 200503070010909.

TOGETHER WITH a right of way to be enjoyed jointly by Thelma Lois Frye, prior Grantor, her heirs and assigns, and Grantee, its successors and assigns, for ingress, egress and regress to the premises of the Grantee, and the other premises of the Thelma Lois Frye, prior Grantor, and premises of the Clair L. Frye Testamentary Trust, if any, being fifty (50) feet in width throughout its entire course and having as its westerly most boundary a line consisting of the following distances and courses: **BEGINNING** at a point in the center line of Township Road 604 at corner of lands now or formerly of Gregory D. Grabiak, M.D., P.C. Money Purchase Pension Plan and Trust appearing in deed recorded in Westmoreland County Deed Book Volume 3280, Page 0223, and assigned Westmoreland County Tax Map Number 61-12-00-0-154, thence through, leaving and across the said right of way of Township Road 604, and along line of land of said Gregory D. Grabiak, M.D., P.C., Money Purchase

Pension Plan and Trust, and Lot 1 herein conveyed to Grantee, North 18° 13' 00" East, 642.95 feet to an iron pin set and other lands of Thelma Lois Frye, prior Grantor, with the right of Grantee, its successors and assigns, and right of Grantor, her heirs and assigns, to install, maintain, repair, replace, relocate and grant permission to others to use lines and equipment for the provision of gas, oil, electric, sewage, cable television, telephone service and water service to the improvements upon the premises of the Grantee and premises of Thelma Lois Frye, prior Grantor, and their respective heirs, successors and assigns.

SUBJECT TO a certain Roadway and Right of Way Maintenance and Usage Agreement dated June 17, 2005, recorded June 23, 2005, in the Office of the Recorder of Deeds in and for Westmoreland County, Pennsylvania at Instrument Number 200506230031712.

BEING the same tract of land granted and conveyed to The Trustees of the Charter Oak United Methodist Church by deed dated June 17, 2005, recorded June 21, 2005, in the Office of the Recorder of Deeds in and for Westmoreland County, Pennsylvania at Instrument Number 200506210031327.

ASSESSED as Westmoreland County Tax Map Number **61-12-00-0-274**.

TRACT TWO:

ALL of those two (2) certain lots or parcel of land situate in the Township of Unity, County of Westmoreland and Commonwealth of Pennsylvania, being more particularly bounded and described as follows:

PARCEL FIRST:

BEGINNING at a point in the center line of a concrete highway known as Old Lincoln Highway, also known as Frye Farm Road, at a corner common to the land herein conveyed and lands formerly of Robert M. Statler; thence along line dividing the herein described parcel of land; thence along said line, North 18° 13' East, a distance of 200 feet to a point; thence from said point, South 75° East, 200 feet to a point; thence from said point, South 18° 13' West, a distance of 200 feet to a point in the centerline of the aforementioned concrete road known as Old Lincoln Highway, also known as Frye Farm Road; thence by said center line, North 75° West, a distance of 200 feet to a point, the place of beginning.

PARCEL SECOND:

ALL that certain lot or parcel of land situated in Unity Township, Westmoreland County, Pennsylvania being known and designated as Parcel "F" in the Frye Subdivision No. 3, as recorded in Plan Book Volume 91, at page 1141.

BEING the same two (2) certain lots or parcels of land granted and conveyed to The Trustees of the Charter Oak United Methodist Church, by deed dated September 22, 2000,

recorded September 22, 2000, in the Office of the Recorder of Deeds in and for Westmoreland County Pennsylvania in Deed Book Volume 3790, at page 77.

Parcel First and Parcel Second as currently assessed as Westmoreland County Tax Map Number **61-12-00-0-060**.

PROPERTY 2 || Jeannette Campus || Deed dated March 16, 2023

The following-described property situated in Westmoreland County, Pennsylvania, being composed of the indicated "Tract One," "Tract Two," and "Tract Three", with Tract One containing four separate parcels and Tract Two containing two separate parcels:

TRACT ONE:

PARCEL ONE:

ALL that certain piece or parcel of land situate in the Borough of Jeannette, now the City of Jeannette, County of Westmoreland and Commonwealth of Pennsylvania, bound and described as follows, to wit:

South of the main line of the Pennsylvania Railroad lying between Magee Avenue and Clay Avenue, fronting forty (40) feet on the Easterly side of Second Street, and running back of equal width one hundred thirty (130) feet to an alley, more particularly bounded and described as follows, to wit:

BEGINNING at a point on the Easterly side of Second Street at the corner of other lands of the Grantees herein; thence extending along said Second Street in as Southerly direction a distance of forty (40) feet to a point; thence in an Easterly direction along other lands of the Grantors herein in a Westerly direction One hundred thirty (130) feet to an alley; thence in a Northerly direction along said alley, forty (40) feet to a point on other lands of the Grantees herein; thence in a Westerly direction one hundred thirty (130) feet to the Easterly side of Second Street, the place of beginning.

BEING the same certain piece or parcel of land granted and conveyed to Jeannette Methodist Episcopal Church dated April 1, 1919, and recorded on April 8, 1919 in the Office of the Recorder of Deeds in and for Westmoreland County, Pennsylvania, in Deed Book Volume 602, at page 547.

PARCEL TWO:

ALL that certain parcel of land, lying in the town of Jeannette, now City of Jeannette, Westmoreland County, Commonwealth of Pennsylvania, and described as follows:

LOT No. ---South of the main line of the Pennsylvania Railroad, lying between Jeannette Methodist Episcopal Church, and lands now or

formerly of John H, Treacher fronting on Second Street ten (10) feet, and running back of equal width one hundred thirty (130) feet to an alley.

BEING the same certain parcel of land granted and conveyed to Jeannette Methodist Episcopal Church in deed dated March 10, 1908, and recorded on September 21, 1908 in the Office of the Recorder of Deeds in and for Westmoreland County, Pennsylvania, in Deed Book Volume 467, at Page 342.

PARCEL THREE:

ALL that certain parcel of land lying in the Town of Jeannette, now City of Jeannette, Westmoreland County, Commonwealth of Pennsylvania, and described as follows:

LOT No. ---- South of the main line of the Pennsylvania Railroad, lying between First Street and Second Street fronting on the Southerly side of Magee Avenue, thirty (30) feet and running back of equal width a distance of sixty five (65) feet to other lands formerly of Western Land & Improvement Company, being bounded on the east by a fifteen (15) feet wide alley, on the south by lands formerly of the Western Land & Improvement Company, on the west by lot of the Grantee herein, on the North by Magee Avenue.

BEING the same certain parcel of land granted and conveyed to Jeannette Methodist Episcopal Church in deed dated October 9, 1906, and recorded on January 9, 1907 in the Office of the Recorder of Deeds in and for Westmoreland County, Pennsylvania, in Deed Book Volume 414, at Page 573.

PARCEL FOUR:

ALL that certain parcel of land lying in the Town of Jennette, now City of Jeannette, Westmoreland County, Commonwealth of Pennsylvania, and described as follows:

LOT situated South of the main line of the Pennsylvania Railroad situate on the Southeastwardly side of Second Street between Southwestwardly side of Magee Avenue containing in front on the said Second Street sixty five feet and extending in depth Southeastwardly of that width at right angles to said Second Street and along the Southwestwardly side of the said Magee Avenue one hundred feet. Bounded Southeastwardly and Southwardly by land formerly of Western Land and Improvement Company Northeastwardly by the said Magee Avenue and Northwestwardly by Second Street aforesaid.

BEING in the same certain parcel of land granted and conveyed to Jeannette Methodist Episcopal Church in deed dated March 5, 1896, and recorded on June 10, 1896 in the Office of the Recorder of Deeds in and for Westmorland County, Pennsylvania, in Deed Book Volume 252, at Page 47.

The above four (4) parcels of land are collectively **ASSESSED** as Westmoreland County Tax Map Number **14-01-16-0-318**.

TRACT TWO:

PARCEL FIRST:

ALL that certain piece or parcel of land situate in the First (1st) Ward in the City of Jeannette, formerly Borough of Jeannette, County of Westmoreland and Commonwealth of Pennsylvania, being Lot Numbered eight hundred and seventy-nine (879) in the Western Land and Improvement Company's Plan of Lots recorded in the Recorder's Office for Westmoreland County, Pennsylvania, in Map of Jeannette, recorded in Plan Book Volume 3, at page 4, and bounded and described as follows, to wit:

FRONTING twenty (20) feet on the easterly side of Second Street and extending back therefrom of that width in length or depth eastward, between lot numbered eight hundred and eighty-five (885) on the North and lot numbered forty one (41) on the South in same plan, a distance of one hundred feet to a twenty (20) feet wide alley extending northward from Magee Avenue.

ASSESSED as Westmoreland County Tax Map Number 14-01-16-0-314.

PARCEL SECOND:

ALL that certain lot or piece of ground lying situate in the City of Jeannette (formerly the Borough of Jeannette) County of Westmoreland and Commonwealth of Pennsylvania, being known and designated as Lot Numbered 41, in the Western Land and Improvement Company's Plan of Jeannette, as the same is recorded in the Recorder's Office in and for Westmoreland County, aforesaid, in Plan Book Volume 3, and this lot shown particularly on Page 4, the said lot lying South of the main line of the Pennsylvania Railroad Company, and being more particularly bounded and described as follows, to wit:

BEGINNING at a point in the Southeasterly line of South Second Street at the dividing line between Lots Nos. 41 and 879, as shown on said plan; thence along said dividing line Southwestwardly one hundred (100) feet to the Northwestery line of an alley twenty (20) feet wide, as shown on said plan; thence along said line of said alley Southwesterly twenty (20) feet to the dividing line between Lots Nos. 41 and 43, as shown on said plan; thence along said dividing line between Lots Nos. 41 and 43, Northwestwardly one hundred (100) feet to the Southeasterly line of South Second Street and thence along said line of said South Second Street Northeastwardly twenty (20) feet to the place of beginning.

ASSESSED as Westmoreland County Tax Map Number **14-01-16-0-315**.

BEING the same certain lots or pieces of ground granted and conveyed to First United Methodist Church in deed dated March 13, 2012, and recorded on March 19, 2012 in the

Office of the Recorder of Deeds in and for Westmoreland County, Pennsylvania, at Instrument Number 201203190011001.

TRACT THREE:

ALL those four certain lots of land situated in the City of Jeannette, County of Westmoreland and Commonwealth of Pennsylvania, and being more particularly bounded and described as follows:

Lots 43, 45, 47 and 49 in the plan of Western Land & Improvement Company which is duly recorded in the Office of the Recorder of Deeds of Westmoreland County, Pennsylvania, and which four (4) lots of land have a combined frontage of 80 feet on the Easterly side of Second Street and extending back of equal width a distance of 100 feet to a 20 foot alley.

ASSESSED as Westmoreland County Tax Map Number **14-01-16-0-316**.

BEING the same certain four lots of land granted and conveyed to First United Methodist Church in deed dated April 25, 2016, and recorded on April 25, 2016 in the Office of the Recorder of Deeds in and for Westmoreland County, Pennsylvania, at Instrument Number 201604250012435.

PROPERTY 3 || Crossroads Campus || Deed dated May 9, 2023

In the County of Westmoreland and Commonwealth of Pennsylvania, that certain piece or parcel of land situated in the Township of Hempfield, bounded and described as follows:

BEGINNING at a point in a public road and on line of right of way of the Pennsylvania Railroad Company (Radebaugh Branch), said point being the Southwesterly corner of the Jerre Baughman farm of the party of the first part; thence along said right of way North 58° 29' West, 410.6 feet to a stake; thence leaving said right of way and through land of which this is a part, North 53° 09' East, 532.22 feet to a stake; thence through same, South 36° 51' East, 381.68 feet to a point in the above mentioned public road; thence along said road, South 53° 09' West, 380.86 feet to the point at the place of beginning.

SAVING and EXCEPTING, however, out of the operation of this conveyance all the coal in and underlying the hereinabove described tract, together with the right to mine, dig and carry away the said coal, without being required to provide for the support of the overlying strata or the surface, and without liability for damage to anything therein or thereon by reason of the mining and removal of the said coal. TOGETHER with the right to mine and remove through and under said described premises, other coal or matter belonging to the said party of the first part, its successors and assigns.

Being the same premises which Keystone Coal & Cake Company by Deed dated September 29, 1925 and recorded October 2, 1925 in Westmoreland County in Deed Book Volume 820 Page 316 conveyed unto Edward H. Combes and Elizabeth Bakewell Combes, his wife, in fee.

And the said Edward H. Combes died on April 13, 1958.

And the said Elizabeth B. Combes, alias dictus Elizabeth Bakewell Combes died on September 21, 1979, intestate. And Letters of Administration were granted on September 27, 1979 unto Mellon Bank, N.A. in Westmoreland County under Register of Wills number 65-79-1432.

Being the same premises which Mellon Bank, N.A., Administrator C.T.A. of the Estate of Elizabeth B. Combes, alias dictus Elizabeth Bakewell Combes, deceased by Deed dated November 15, 1979 and recorded November 26, 1979 in Westmoreland County in Deed Book Volume 2341 Page 1100 conveyed unto Ronald L. Repasky and Dorothy M. Repasky, his wife, in fee.

And the said Ronald L. Repasky died on July 21, 2013.

BEING tax map ID 50-21-05-0-117.