

## Report of the Merger Exploration Committee

Dear Fellow Congregants:

Attached you will find the report of the Beth Jacob/Beth Abraham Merger Exploration Committee (MEC). We submit this report to you with full recognition of the importance and meaning that the recommendations set forth within have for each of us as members of Beth Abraham and Beth Jacob Synagogues. Some of us have been members of our Synagogues for two or three generations, while others' families may have joined more recently. Both of these institutions have made indelible marks on the fabric of the Dayton Jewish Community for over one hundred years. As members of our respective Synagogues we have celebrated both *simchas* and sad occasions within their walls and these memories will always be with us. However, as a Committee, we have had the significant responsibility of examining the current state of both Synagogues from both financial and membership perspectives. We have further conducted this analysis within the backdrop of a declining Dayton Jewish Community population. Despite the strong emotions and feelings every Committee member has for their respective Congregation, we are proud to say that the recommendations made in this report reflect an objective analysis and the firm recommendation of the Committee that we are stronger together than we would be if we continue as two separate Synagogues.

The following Report begins with an Executive Summary that briefly summarizes the MEC's recommendations. It is then divided into the following sections:

- Summary of demographic data
- Issues inherent in a merger
- History of the merger process
- Recommendation for Consideration
- Report of each subcommittee
- Detailed demographic data

As you read this report, we ask on behalf of all of the MEC members that you keep an open mind and focus on the future of vibrant Jewish worship in Dayton.

Thank you for your consideration.

Sincerely,

Co-chairpersons of the Merger Exploration Committee  
Deborah Feldman  
Michael Leffak

## **Executive Summary - A model for a merged Congregation**

The fiscal and demographic challenges facing the Beth Jacob and Beth Abraham Congregations have led to the exploration of the benefits and challenges of a merger between these Synagogues. The proposed model of a merged Congregation combines the work of four MEC subcommittees that have addressed, respectively, issues of ritual observance, governance, staffing, and finance. The reports and recommendations of those subcommittees are appended, and are summarized in this Executive Summary. Underlying all of these considerations has been the philosophy that neither Congregational identity should be eliminated, but that the merger should reflect and preserve, to the extent possible, the important spiritual, social, and physical characteristics of each Congregation.

### 1. Ritual:

The MEC found that the primary difference between the services at Beth Jacob and Beth Abraham is the full participation of women in the Beth Abraham service. The Committee determined that the vast majority of congregants of both Synagogues would be satisfied worshiping in an egalitarian service with some modifications to the existing Conservative egalitarian service at Beth Abraham. The MEC recommends to include these modifications: (i) the chanting of the full Torah portion instead of the triennial portion, (ii) the use of a professional Torah reader in addition to lay readers, (iii) the addition of the An'im Zemirot prayer to the service, (iv) provision of both Etz Hayim and Art Scroll chumashim. A standing Ritual Committee comprising both current Beth Abraham and Beth Jacob members would make the final determinations regarding these recommendations and to resolve issues of continuing concern. Despite these modifications, it is likely that a minority of Beth Jacob Congregants will prefer to maintain a Traditional service. The MEC proposes that if there is a viable number of individuals that would so desire, the merged Congregation would provide funds to help seed an autonomous Orthodox Congregation near the current Beth Jacob Synagogue location for a specific period of time.

### 2. Governance:

The Governance Subcommittee proposes a combination of the Boards of Beth Jacob and Beth Abraham with co-officiating of the current officers of the two Congregations during the merger Transition Period, until May 2011. The mechanisms for the election/appointment of officers,

the structure of standing committees, and categories of membership would be melded within the merger amendment which would be voted upon by each Congregation. The full text of the merger amendment is included as an Appendix. The MEC recommends that the merged Congregation have a new name. The permanent name of the merged Congregation will be postponed until the merger process has been approved and a mechanism has been developed based on input from the members of the merged Congregation.

### 3. Staffing/Programming:

The Staffing/Programming Subcommittee recommends that an Executive Director and a Torah Reader be hired for the merged Congregation. Rabbinical and cantorial functions will be provided consistent with the needs of the merged Conservative, egalitarian Congregation. Programming for the merged Congregation will include Hebrew school, Bar/Bat Mitzvah

training, and designated Shabbat/Holiday youth services as warranted. The staffing/programming model includes the recommendation that a standing Programming Committee, within the portfolios of the Executive Director and VP Programming, be established to promote the cohesion of the merged Congregation through new forms of social, ritual, and educational programming, and the retention of existing programs that are important to the congregants of Beth Abraham and Beth Jacob. As part of the effort to promote cohesion of the merged Congregation specific individuals, including the Beth Abraham architect, should be tasked with the responsibility of transferring and preserving and placing physical artifacts that are meaningful to the Beth Jacob Congregation.

#### 4. Finance:

The Finance Subcommittee

has examined the financial documents from Beth Abraham and Beth Jacob and projected that the sum of the predicted shortfall of the two Congregations is approximately \$500,000 and could be reduced to less than \$50,000 by merging the resources of the Synagogues. Savings would result primarily from the areas of Payroll, Payroll Expense, and Occupancy. Although there is some unpredictability in these estimates based on donation levels, Bingo receipts, membership, etc., it is apparent that a merger would likely have significant budgetary benefits

## **I. Introduction: Why is a Beth Jacob/Beth Abraham merger under consideration?**

### **Membership & Demographics**

Mirroring the trend within the Dayton Jewish community, both Beth Abraham and Beth Jacob Congregations have experienced declining membership in recent years. This trend is evident as each Congregation has experienced lower membership, decreased participation in services, and less income derived from dues and fundraising. Due to the decreasing Dayton Jewish population, this trend is expected to continue with both Congregations struggling to maintain financially viable institutions and active, participating members.

#### *Membership*

After a peak of 329 membership units in 1999, Beth Jacob has seen a steady decline year after year (except for a slight resurgence in 2003). 2009 membership units total 216. Taking into account that 27 of these are out-of-state memberships, that leaves only 189 in-state memberships.

Beth Abraham has experienced a similar decline with just under 450 membership units in 2001 to 336 in 2009. Subtracting 62 out-of-state memberships leaves 274 in-state members.

#### *Demographics*

Another significant factor impacting the future of both Synagogues is the reduced potential for growth from younger members. Current data show that:

- 87% of Beth Jacob members are over 50 years old
- 86% of Beth Abraham members are over 50 years old

The experience in both Congregations has been that once children of members graduate from college they are not returning to the Dayton community. As members move away and pass away, each Congregation will struggle to provide a vibrant, thriving community for its members.

### **Finances**

Declining membership, member participation, an aging population, and a dramatic loss of Bingo revenue have adversely impacted the revenues of both Synagogues and resulted in operating deficits totaling \$500,000 in 2009.

#### **Beth Jacob**

Due to reduced membership units resulting in lower dues revenue, significantly reduced Bingo income, and reduced donations from congregants, overall revenue has fallen. Despite aggressive efforts to control expenses, large annual deficits have been incurred over recent years. Assets are basically in two classes, fixed including the building and cash/investments. The building is estimated to have a value in excess of 1 million dollars. Beth Jacob has no outstanding debt.

Liquid assets are composed primarily of cash. At the beginning of 2010 Beth Jacob had cash resources (net of Cemetery cash) of a little more than \$800,000. Currently annual expenses are running about \$600,000 per year with revenues estimated at \$300,000. Without significant, successful fundraising, or a large reduction in expenses, projections show, Beth

Jacob will have depleted its cash reserves completely by the second quarter of 2012

A wild card in this analysis is the amount of Bingo income. Over the last ten years Bingo income has fallen from a high of approximately \$500,000 per year to a low of \$50,000. Current projections are for \$80,000 per year.

### **Beth Abraham**

Beth Abraham's financial picture has been similarly affected by declining membership and reduced Bingo income. Additionally, the Congregation has recently moved into a new building. Its fixed assets are comprised primarily of the Synagogue building. They have just completed a \$7,000,000 building campaign. Once these pledges are fulfilled the building will be paid in full.

Other assets are comprised of an endowment/reserve fund of approximately \$2,000,000. Beth Abraham has experienced operating deficits in both 2008 and 2009 due primarily to the loss of Bingo income. In order to off-set deficits and to build a stronger long term endowment, the Congregation is actively involved in two endowment campaigns. The "NOW" campaign is anticipated to yield \$600,000 and will be used to address operating deficits, as well as grow the endowment. A second campaign called "Assure the Future" is underway with a goal of \$10,000,000. Currently, one-third has been pledged.

### **Compatibility of rituals and congregants**

While there are some differences in ritual and observance, many similarities exist between the two Congregations, such as:

- The wearing of kippot and tallit
- The prominence of Hebrew in the service
- The general order of the service and the selection of prayers
- Shabbat morning services
- General level of observance among members
- Comparable levels of Kashrut observance

## **II. Issues concerning a merger:**

After a thorough review of the Dayton Jewish community's demographics, as well as, the membership and financial data related to both Congregations, the MEC drew the following conclusions:

- The size of Jewish community of Dayton has declined significantly over the last several years to an estimated size of 3,500 individuals from a high of almost 7,000.
- There has been a significant shift in the geographic concentration of Jews from the North to the East and South suburbs.
- The average age of the Jewish community continues to rise. Few of our children are choosing to return to Dayton.
- The membership of both Congregations has declined consistently over the last several years.

- The ability of each Congregation to provide either the financial or human resources necessary to support a thriving array of Synagogue services and programs is diminishing.

*Given these facts which are strongly supported by data, the question faced by the MEC was what impact would a merger have on the serious realities facing our Congregations?*

The Committee concluded that the resulting Congregation would be strengthened financially and would result in a larger and more vibrant participation.

- It would result in a more financially sound budget with the ability to support both basic and enhanced services and programs with less reliance on outside income such as Bingo. **The financial projections included in Section V. reflected a balanced budget versus the combined projected deficits of the individual Synagogues of \$500,000 in 2010.**
- The combined dues paying membership as well as the core of participative members of the resulting merged Synagogue would grow substantially. This increased membership would provide a renewed level of vibrancy for worship services and programs which could build excitement and participation and renewed spirituality.

Despite the obvious positive outcomes which might result, the MEC also identified and acknowledged the significant obstacles and concerns which are inherent in an undertaking such as a merger of two proud and long established religious institutions.

- Both Beth Jacob and Beth Abraham have a long and rich histories in the Dayton community. They have provided a spiritual home for many generations of Daytonians and have been the site for both many “simchas” and sad occasions. Their walls and traditions have provided both joy and comfort to countless numbers of families and individuals. Losing the individual identity of each Synagogue will be emotionally difficult for many despite the objective analysis outlined above. The members of MEC recognized the emotional obstacles to a decision to proceed with a merger.
- Another inherent problem faced by a merger is the differences in worship and ritual between the two Congregations. It is critical that a merged Congregation meet the ritual needs of as many congregants from both Synagogues, as possible. Beth Jacob practices Traditional Judaism and Beth Abraham is a Conservative egalitarian Congregation. The recommendation of the Committee is for the merged Congregation to practice Conservative/egalitarian Judaism. It was determined that the vast majority of the members would participate in this type of worship service. This conclusion was based upon existing worship practices of Beth Abraham congregants, as well as an extrapolation from the recent membership survey conducted at Beth Jacob. It was estimated that approximately three-quarters of the combined congregants would be comfortable worshipping in a conservative/egalitarian service. The Ritual subcommittee met at length and discussed the most relevant aspects of this recommendation. A complete review of both worship services was undertaken and few differences were identified (with the exception of the participation of women and the reading of the triennial Torah portion at Beth Abraham). In an effort to ensure a sense of belonging to all members a number of recommendations are made related to the worship service including that a full Torah portion be read each week.

- The Committee recognizes, however, that although, the vast majority of members from both Synagogues would be comfortable with the Conservative/egalitarian services that some Beth Jacob members might not. To address this concern the MEC recommends that if there is viable number of individuals who would so desire, that an Orthodox (mechitzah) minyan on the north side of town be partially supported financially from the resources of the merged Synagogue for a specified period of time. The MEC members strongly believe that all Jews who want to worship in our community should have access to the type of worship they wish.
- Another concern considered by the MEC was the important and meaningful architectural and other building artifacts which are part of the Beth Jacob building. The Committee concluded that due to its geographic proximity to the majority of Jewish households, that the Beth Abraham building was the appropriate home for the merged Congregation. It therefore focused on ensuring that important memorial items including artwork, plaques and other features be incorporated into the Beth Abraham building. The Finance Subcommittee recommended that if a merger were to occur that an evaluation of both buildings be undertaken by the Beth Abraham architect to ensure all facility- related issues are addressed in a respectful manner.
- Ensuring the ongoing operation and maintenance of the two cemeteries was an important consideration in the merger discussions. It is recommended that the two cemeteries be moved in to a separate 501c (3) organization with their existing and future funds segregated for the exclusive support the cemeteries. The merged Congregation would establish a Cemetery Committee. Existing Halachah of each Cemetery would be followed,

### III. History of Merger Process

Almost one year ago, a small group of Synagogue leadership from both the Beth Abraham and Beth Jacob Congregations came together in an informal meeting to discuss the state of their respective Synagogue communities and the vision for their individual Synagogues for the near and distant future. It was quickly determined that the conversation should be formalized and expanded to a larger group. In May 2009 the Merger Exploration Committee (MEC) was formed by the respective Boards of Directors with eight representatives from each Congregation and with co-chairs – one from each Congregation.

The members are as follows:

#### **Beth Abraham**

Michael Leffak: Co-Chair  
 Mark Feuer  
 Angela Frydman  
 Susie Katz  
 Bernie Rabinowitz  
 Lee Schear  
 Norm Weissman  
 Ralph Williams

#### **Beth Jacob**

Debbie Feldman: Co-Chair  
 Linda Blum  
 Bill Franklin  
 Joe Goldwasser  
 Bradley Jacobs  
 Marilyn Klaben  
 Helen Klein  
 Herman Abromowitz (resigned)

After some initial debate about process and a serious consideration of data about each

Synagogue and the larger Dayton Jewish community, it was determined that it would be the purview of this committee to do the following:

**Operate from the assumption that a merger was the best alternative for both Congregations**

**Create the best vision of a merged Congregation respecting both communities and both traditions**

**Create a vision that included consideration of those who may choose not to participate in a merged Congregation**

The MEC began working toward a goal of creating the picture of a merged Congregation by dividing its considerations into four areas of study: Ritual, Governance, Staffing/Programming and Finance. The larger committee was divided into four respective study groups. Each study group was composed of two participants from each of the two Congregations. In conducting their work, some of the groups also employed the assistance and support from outside professionals as advisors. In conducting their work, the committees found the following:

**The two Congregations are more similar than dissimilar**

**Where dissimilarities existed, the intent of the MEC was to include the best direction for the largest number of congregants from both communities**

**Where dissimilarities existed, the intent of the MEC was to include direction from both communities**

**Where dissimilarities existed that could not be bridged within the confines of a merged Congregation, a proactive solution was included**

It should be noted that not all aspects of a merged Congregation have been considered or put forth in this recommendation. Hence, it is part of the recommendation that a merged Congregation will have an ongoing representative committee working with the Transition Board of Directors to continue the work that began with the MEC and that will address all remaining issues of Congregational life.

In discussing the challenge before it the MEC concluded that its charge was to develop a "straw man" or model for what a merged Congregation could look like. It would consider all possible options and present to its respective Boards of Directors a description of what the committee members considered to be the most viable and potentially successful option. It would then be up to each Congregation to determine if they wanted to proceed with merger.

The first task the Committee tackled was to develop a mission statement for its work. This effort was extremely important as it set a framework for the discussions and recommendations that would follow. The mission statement agreed to by the MEC is as follows:

*In recognition of the demographic and financial trends evident at the Beth Abraham and Beth Jacob Congregations, and to preserve valuable traditions, the Synagogues are exploring a possible merger, towards forming a single dynamic and viable Congregation to preserve the best traditions, values and resources of both Synagogues, and to serve the needs of both memberships.*

*The purpose of the joint Merger Exploration Committee is to develop a vision of a single Congregation which provides for vibrant Jewish worship and programming that is inclusive and engaging.*

The next step was for the Merger Exploration Committee to determine how it could most effectively complete its charge. It was agreed that four subcommittees would be useful in helping the MEC more fully examine the issues inherent with a merger. The subcommittees were:

- Finance
- Ritual
- Governance
- Staff/Programming

The subcommittees subsequently presented their recommendations to the full MEC and their reports are included in Section V. Once all the subcommittee reports were presented, the full MEC discussed and came to consensus on the recommendations included in this report.

#### **IV. Recommendations for Consideration**

**It is recommended by the Merger Exploration Committee that the Beth Abraham and Beth Jacob Congregations merge to form a single Congregation with a new name.**

**This new entity will be a Conservative, egalitarian Synagogue that will affiliate with United Synagogue of Conservative Judaism.**

**The new entity will be governed by the Agreement of Merger.**

**The new entity will adhere to the recommendations of the Merger Exploration Committee until and unless a subsequent and representative committee of the new entity makes amendments and/or adjustments to those recommendations.**

**The new entity will immediately form representative committee(s) to address all aspects of Congregational life.**

**The new entity will give partial financial support for specified period of time to an Orthodox Congregation in physical proximity to the current Beth Jacob building if there is a sufficient community who commit to form, support and attend this type of Congregation.**

V. Subcommittee Reports:

Finance Subcommittee:

	Beth Abraham		Beth Jacob	Merged congregation	notes
<b>Revenues</b>					
Current Dues	195000	Current Dues	140000	300000	A
Prior Dues	20000	Prior Dues	40000	50000	
Yom Kippur	70000	Tzedakah	45000	110000	B
School	12000	School	12000	24000	
Donations	50000	Hadassah	30000	80000	B
Events	22000	Events	10000	30000	B
Bingo	50000	Bingo	50000	100000	
Other Income	32000	Other Income	25000	50000	B
Interest Income	50000	Interest Income	0	120000	C
Bequests	50000	Bequests	0	50000	
<b>Total</b>	<b>551000</b>		<b>352000</b>	<b>914000</b>	

<b>Expenses</b>					
Payroll	331210	Payroll	381000	430000	D
Payroll Expense	95000	Payroll Expense	126000	120000	E
Cemetery	15000	Cemetery	15000	30000	
United Synagogue	12000	High Holiday	15000	20000	
School	10000	School	0	10000	
Office/Admin.	30000	Office/Admin.	10000	35000	
Occupancy	190000	Occupancy	105000	210000	F
Depreciation	15000	Depreciation	0	20000	
Other Expenses	42000	Other Expenses	32000	80000	
<b>Total</b>	<b>740210</b>		<b>684000</b>	<b>955000</b>	

**P/L**      -189210                      **P/L**      -332000                      -41000

**notes**

- A                      Dues amounts to remain the same but memberships may drop post-merger
- B                      All donation-oriented revenues to be combined at marginally lower amounts due to marginally fewer members
- C                      Interest income grows significantly with the addition of combined new assets
- D                      Payroll assumes: one rabbi, one cantor, one executive director, one custodian, 60% of combined office staff, and 50% of 'other'
- E                      Payroll expense declines as rabbi obligations are reset
- E                      Occupancy is the existing Beth Abraham cost plus an additional increment for greater use of facilities

Governance Subcommittee Recommendations

2/24/10

	Beth Abraham	Beth Jacob	Merged Congregation	Transition Notes
1	<b>Officers</b>	<b>Officers</b>	<b>Officers</b>	
	President	President	President	Merger Agreement will establish a Transition Period to run through May, 2011. During which time there will be a Transition Board (see 17 below) and Transition Officers who are co-officers (1 from BA and 1 from BJ). During the Transition Period, David Fuchsman and Ervin Pavlofsky would be co-Presidents. In March, 2011, a Transition Nominating Committee will be appointed by the co-Presidents to come up with a slate of officers for the May, 2011 election.
	Vice President	Religious VP	VP Religious - Ritual Committee, Adult Education Committee, Religious School Committee	Co-VPs Religious during the Transition Period.
	Vice President	Executive VP	VP Administration - Membership Committee, Personnel Committee	Co-VPs Administration during the Transition Period.
	Honorary Vice President	Bldg and Maintenance VP	VP Buildings and Grounds - Building and Maintenance Committee, Cemetery Committee	Co-VPs Buildings and Grounds during the Transition Period
	Vice President	Program VP - vacant	VP Program - Programming Committee, Youth Committee, Social Action Committee	Co-VPs Program during the Transition Period
	Secretary	Secretary	Secretary	Have former BJ member be Secretary during Transition Period; add Assistant Secretary from BA during the Transition Period
	Treasurer	Treasurer	Treasurer - Budget Committee, Finance Committee (including Dues)	Retain Lee Schear as the Treasurer during Transition Period; have former BJ member be Assistant Treasurer
			Constitution should give Nominating Committee the authority (but not obligation) to nominate and Congregation to elect an Executive VP Board member, in succession to be President	The responsibilities of the Executive Director (to be hired) will be determined by the Board.
	<b>Terms of office</b>			
2	2 years	2 years	2 years	

Governance Subcommittee Recommendations

2/24/10

	<u>Beth Abraham</u>	<u>Beth Jacob</u>	<u>Merged Congregation</u>	<u>Transition Notes</u>
3	<b>Standing Committees</b>	<b>Standing Committees</b>	<b>Standing Committees</b>	BJ materials show 6 active committees: Cemetery, Religious (no members), Social Action, Renewal, Sisterhood, Board
	Cemetery	Cemetery and Chevra Kadisha	Cemetery	To the extent deemed appropriate, Transition Board may, but is not obligated to, appoint co-chairs from BA and BJ to any committee for the Transition Period.
	Religious School	Sunday School	Religious School	
	Ritual	Religious Affairs	Ritual	
	Membership	Membership	Membership	
	Personnel	Foundations, Gifts, Bequests, Insurance Endowment, Trustee	Personnel	
	Finance and Budget		Finance (including Dues)	
	House	Building and Maintenance	Building and Maintenance	
	Youth Commission	Youth Activities	Youth Commission	
	Adult Education	Adult Education	Adult Education	
	Building Fund		Budget	
	Memorials			
	Dues			
	Social Action	Social Action	Social Action Programming	
4	<b>Affiliated Organizations</b>	<b>Affiliated Organizations</b>	<b>Affiliated Organizations</b>	
	Chevra Kadisha	Chevra Kadisha	Chevra Kadisha	See 28 below
	Men's Club	Men's Club	Men's Club	BJ has no Men's Club.
	Sisterhood	Sisterhood	Sisterhood	During the Transition Period, the BA and BJ Sisterhood groups will determine how best to transition to a single, combined group by the end of the Transition Period.
	Foundation		Foundation - holds and invests all Synagogue funds other than day-to-day operating - Separate 501(c)(3) organization.	The BA Foundation comprises 5 elected Trustees (staggered 5 year terms), the BA Treasurer and BA President or his/her designee. During the Transition Period, 2 current Trustees will resign and be replaced by former BJ members.

Governance Subcommittee Recommendations

2/24/10

	<u>Beth Abraham</u>	<u>Beth Jacob</u>	<u>Merged Congregation</u>	<u>Transition Notes</u>
5	<b>Annual meeting</b> May	1st Thurs in June	June	
6	<b>Fiscal year</b> May-10	June-10	June-10	
7	<b>Quorum</b> 25 members	smaller of 5% or 25 members	smaller of 5% or 25 members	
8	<b>Election of Officers</b> President appoints Nominating Committee (5 or more members) prior to April 1; Board approves slate; notice mailed to Congregation no less than 30 days before meeting; nominations signed by 25 members w/in 7 days before; majority of those present eligible to vote at meeting; officer must be Board member when nominated	President Is Chair of Nominating Committee; President appoints 2 members; slate proposed in May; nominations by 20 members no later than 14 days before annual meeting; notice to members no less than 10 days before annual meeting; election by closed ballot unless uncontested; Officer must have been on Board 2 years within the past 5 years	President appoints Nominating Committee (5 or more members) before May 1; Board approves slate; notice mailed to Congregation no less than 30 days before meeting; nominations signed by 25 members w/in 7 days before; majority of those present must be eligible to vote; election by closed ballot unless uncontested; officer must have been on Board 2 years within the past 3 years	
9	Removal of Officers - No Provision	Removal of Officers - 3/4 vote of Board; majority of Voting Members in attendance at Cong. Mtg.	Removal of Officers - 3/4 vote of Board; majority of Voting Members in attendance at Cong. meeting.	
10	Officer vacancy filled by Board	Officer vacancy filled by Executive Committee	Officer vacancy filled by Board	
11	<b>Membership Categories</b>			Note: BJ Membership Form shows different categories than Constitution.
	Family - married couples; single parents with minor children	Family - husband and wife, unmarried children <21, students	Family - married Jewish couples; single parents with minor children; married Jewish person with non-Jewish spouse w/ children	
	Individual	Individual Young Adult 21-30 Individual Adult 30+	Individual age 21-30 Individual age 30+	
	Newly married Jewish couples get 1 yr membership Out of Town	Newly married Jewish couples get 1 yr membership	Newly married Jewish couples get 1 yr membership	

Governance Subcommittee Recommendations

2/24/10

	<u>Beth Abraham</u>	<u>Beth Jacob</u>	<u>Merged Congregation</u>	<u>Transition Notes</u>
	Out of Town Cemetery	Token Membership - reside outside of Ohio	Out of Town Cemetery	Need to consider whether to add an "In-town Cemetery Membership" that is cheaper than dual membership but available only to BJ members who own plots at BJ, stay in town and drop from the merged congregation
	Cemetery - 1 yr. dues	Honorary Members - Bestowed by Board of Directors	Cemetery - 2 yrs. dues	
	Dual	Dual	Dual	
		Assoc. Members - gifts of \$500 or more	Honorary Members - gifts of \$500 or more	
	<b>Membership Qualification</b>			
12	Any Jewish person of good moral character >21 years of age	Anyone professing Jewish Faith > 18 years old	Any Jewish person of good moral character >18 years of age	
13	Voting Family gets 1 vote	Voting Family gets 2 votes	Adult Jewish members each get one vote. In case of Family Membership the voting members are the Jewish heads-of-household	
14	<b>Elected (Board) Director</b>			
	3 years; limited to 2 consecutive 3-year terms; staggered terms - 8 elected each year	2 years	3 years; limited to 2 consecutive 3-year terms; staggered terms - 6 elected each year	
15	Board Absence - Absent 3 consecutive meetings w/o good cause; Board can vacate seat	Absent 4 consecutive mtgs w/in 1 yr. or 6 mtgs in 1 year; Board may remove		
16	Vacancies - appointed by Bd.	Vacancies appointed by President	Vacancies appointed by Board	
17	24 elected to 3 year terms; 3 Presidential appointments; active past presidents (must have attended at least 2 previous meetings to vote); President of Men's Club, Sisterhood and Chevra Kadisha	Not less than 25 and not more than 40 (excluding past Presidents) Officers, chairs of Standing Committees, President and 2 members of Sisterhood; President and 2 members of Men's Club; Member of Chevra Kadisha; Past Presidents have lifetime board membership	18 elected to 3 year terms; 2 President appointments; active past presidents (must have attended at least 2 previous meetings to vote); President of Men's Club, Sisterhood and Chevra Kadisha	Prior to the merger vote, a joint Nominating Committee will blend the Officers and all current Board Members into a Transition Board, filling all vacant 3 year terms. BJ currently has 6 non-officer elected members; 10 officers and 3 active past Presidents for a total of 19 members; BA currently has 16 non-officer elected members; 6 officers; 1 appointed; 2 affiliate Presidents; 2 past Presidents for a total of 27. Unless there are resignations, the Transition Board will have these 46 Members.

Governance Subcommittee Recommendations

2/24/10

	<u>Beth Abraham</u>	<u>Beth Jacob</u>	<u>Merged Congregation</u>	<u>Transition Notes</u>
18	Termination of membership - majority of Board	Termination of membership - Board vote of 3/4 present after 2 weeks notice; nonpayment of fees - membership can be terminated by Exec. Comm.	Termination of membership - majority of Board	
19	Board mtgs - 8 times per year; currently 3rd Wed.	Board Mtgs - 1st Thurs.	Board mtgs. - choose night by consensus	
20	Executive Comm. - No constitutional provision. Officers, active Past Presidents plus appointments by President	Executive Committee (?)	Executive Committee - Officers, 3 immediate Past Presidents plus appointments by President of Board members	
<b>Professional Staff</b>				
21	Rabbi or Cantor hiring or termination - Majority of Board	Rabbi or Cantor hiring or termination - 2/3 vote of Board members and majority of members	Rabbi or Cantor hiring or termination - Majority of Board	
22	Executive Director - majority of Board	Executive Director - 2/3 of Exec. Comm.	Executive Director - majority of Board	
<b>Constitutional amendment</b>				
23	Signed by 25 members; Board approval majority of those present; Special meeting of Members, approval by 2/3 of members present	2 Congregational meetings - 1st meeting, simple majority; 2nd meeting, 2/3 of members present	Board approval majority of those present; Special meeting of Members, approval by 2/3 of members present	
<b>Religious worship</b>				
24	Conservative Egalitarian	Traditional/Orthodox	Conservative Egalitarian	
<b>Corporate structure</b>				
25	Ohio Non-profit; Foundation is affiliated non-profit; Dayton Jewish School is joint affiliated non-profit with Beth Jacob	Discussion of moving Cemetery to affiliated non-profit; Dayton Jewish School is joint affiliated non-profit with Beth Jacob.	Ohio Non-profit which is merger of BA and BJ. Dayton Jewish School continues to exist as entity. BA Foundation continues to exist and name is changed. BJ funds are all moved to Foundation.	Merger will eliminate BJ as an entity able to sponsor bingo. Is there a mechanism to retain the BJ bingo license? Does DJS still have a bingo license?

Governance Subcommittee Recommendations

2/24/10

	Beth Abraham	Beth Jacob	Merged Congregation	Transition Notes
26	<b>Transition of Orthodox Congregation</b>			As part of the Transition, the merged synagogue will set aside funds to seed an autonomous Orthodox congregation for a period of time to be determined, if there are sufficient dues-paying members to form and lead this new congregation. The Beth Jacob name will not be available to the new congregation.
27	<b>Cemetery</b>	Cemetery	Cemetery	Form United Jewish Cemeteries of Ohio, an Ohio Non-profit corporation whose sole member is the merged synagogue (like the Foundation). Transfer both cemeteries to new entity and operate as a single business entity. Entity will be dependant upon donations from merged synagogue for operating funds. Hopefully achieve some economies by operating both. There is very little different about the operations of the cemeteries. Issues: BJ prices are significantly lower than BAs. Will need to raise BJ prices.
28	<b>Chevra Kadisha</b>	Chevra Kadisha	Chevra Kadisha	Combine Chavra Kadishas into a single Chevra Kadisha. There are almost no differences between the rituals used by the BA and BJ chevra kadishas. As a practical matter the BA and BJ members might choose to perform tahara on their former members, this should blend away over a couple of years.

	Beth Abraham	Beth Jacob	Merged Congregation	Transition Notes
29	<b>Funerals</b>	Funerals	Funerals	The Rabbi of the merged synagogue will be the Mara D'atra. As is the current custom, families may request that services be performed by specific Rabbis. Those requests are customarily granted by the existing head Rabbis, regardless of affiliation (Orthodox, Conservative, Reform) or gender.
	<b>Name</b>			
30	Beth Abraham Synagogue	Beth Jacob Congregation	To be determined	During the Transition Period, the Transition Board will establish a process to choose a new name with input from the combined congregation

## Report of the Ritual Subcommittee of the Merger Exploration Committee

With the vote taken at our last MEC meeting, our committee was charged with the responsibility of visioning a merged congregation that assumed a Conservative, egalitarian service as the basis of its discussion. Given this basic premise, we agreed that our major challenges were the following:

1. Assess the similarities/differences between our current Shabbat/holiday services
2. Based on #1, find those ways that the differences can be bridged within the confines of a Conservative, egalitarian service
3. Determine the best means to accommodate those congregants who will not be comfortable in a Conservative, egalitarian service

We enlisted the support of Andi Franklin to assist us in our work. Prior to our meeting, Andi had discussions with Cantor Raizen and also did additional work contacting other merged congregations to provide background to our discussion. Michael Leffak also spoke to three rabbis in addition to Rabbi Barsky. Our meeting began with Andi defining the major differences between the current Shabbat services at BJ and BA. They are as follows:

1. BJ has does more prayers prior to beginning Pesukei D'zimrah and includes a few more of the psalms during Pesukei D'zimrah.
2. BJ will go back and do the Barechu if there isn't an early minyan – BA usually has a minyan for the Barechu
3. BA includes the matriarchs in the amidah – both include about the same amount of Hebrew and both repeat the Shacharit amidah
4. BJ does the full Torah portion and BA does the triennial cycle.
5. BJ uses a professional Torah layner and BA uses lay readers as well as some use of the professionals.
6. BJ always repeats the Musaf amidah and BA sometimes does a Hecha Kedusha if time is running late.
7. BJ has a shorter sermon which is not given if time doesn't permit.
8. BJ does the An'im Zemirot and BA does not.

Andi then reported on her findings from already merged congregations. Her findings were as follows:

1. Most of the congregations she spoke with were Reform/Conservative.
2. All Rabbis were clear that in order for two minyanim to occur inside of one building, there had to be strict rules governing the relationship. All agreed that this requires careful management.
3. The “merged” congregations accommodated their differences by either holding a Reform service on Friday nights and a Conservative service on Saturday mornings, or by rotating the orientation of the service on Saturday mornings. In the situations where this was planned for in advance, the mergers seemed to have worked, where this was an unforeseen outcome, the mergers didn't happen.

The conclusions of the committee discussion are as follows:

1. It is critical that the vision for a merged congregation includes a concrete consideration of a viable Orthodox (mechitzah) service in the vicinity of BJ.
2. It is not helpful to consider a second, Orthodox minyan in a south location.
3. It is the intention of a merger to preserve the spirit of BJ even though the merged congregation

would be housed at BA and would be a Conservative, egalitarian congregation.

4. It is important that the merged Shabbat service include some of the traditions of BJ without extending the service beyond the 9:00 – 12:00 format.
5. Specific recommended alterations/additions to the current BA Shabbat service are:
  - a. Full repetition of the Torah portion.
  - b. Professional Torah readers in addition to the lay readers – Torah portions would be assigned with respect to halacha and expediency.
  - c. An'im Zemiroth would be added to the service.
  - d. Both Etz Hayim and Art Scroll chumashim would be made available.
6. An ongoing Ritual Committee made up of both BA and BJ members would be formed to resolve issues of ongoing concern.
7. Careful attention would be given to assignment of aliyot for Shabbat and holidays of equal number and equal importance to former BA and BJ members.
8. In preparing the vision for the merged congregation for all members of both BJ and BA to consider, an accompanying glossary of terms should be included for full disclosure as to what is meant by “egalitarian”, Orthodox minyan, etc.

Staffing Subcommittee report

Beth Jacob	Beth Abraham	Merged congregation	Notes & Recommendations
<b>Staff</b>			
Rabbi	Rabbi	Rabbi	
Executive Director		Executive Director (A)	(A) Responsibilities include: office transition, supervision of office staff, member of Programming/Cohesion Committee, fundraising, outreach.
Youth education director	Cantor	Cantor	
		Torah Reader	
Bookkeeper	Bookkeeper	Bookkeeper (B)	(B) number to be determined by Exec. Dir., w/ Board approval
Secretary	Admin. Assistant	Admin. Assistant (B)	(B) number to be determined by Exec. Dir., w/ Board approval
Custodial (2)	Custodian	Custodian	
Chef	Cemetery caretakers (1 full time, 1 part time)	Cemetery caretakers (C)	(C) number to be determined by Board
Child care (3)	volunteers		
Kitchen (2)	Religious school teacher (2)	Religious school teacher (2)	
Fundraiser	volunteers		
<b>Youth education</b>			
K-8 attend Hillel & DJS	pre-school + parents meet monthly		
3 Shabbat services/wk:	K-2 gr. Sunday morning 9AM-12PM		
Toddler, infant-preschool	4-7 gr. Sunday 9AM-12PM + private tutoring (45') w/ Cantor	(D)	(D) Staffing by religious school teachers
Ketanim, K-2 gr.			
Gedolim, 3-6 gr.			
Additional:			
Rap with the Rabbi			
Consecration class			
Shavuot Learn-a-thon			
Special holiday programs throughout year			
NCSY, 6-8 gr, 9-12 gr.			
<b>Adult education</b>			
Rabbi- weekly classes in prayer, Torah, parsha, mishna, talmud	Scholar in Residence (2x/year)	(E)	(E) Early establishment of Programming/Cohesion Committee, leadership role by BJ, membership-Exec. Dir., Rabbi/Cantor, congregants.
Table talk discussion group @ Shabbat kiddush	Film series (4x/year)		
Classes in Tora/haftorah reading, Hebrew language, Adult bar/bat mitzvah, Holidays, Jewish law, History, Philosophy, Ethics, Lunch & Learns, other subjects	Rabbi teaches two 5 week sessions (spring, fall), Pirke Avot (monthly) Exodus Havurah (weekly), Midrash (weekly), & 1 additional class (Ethical Wills)		
Scholars in Residence	Torah trope - w/ Cantor		
Shavuot Learn-a-thon			

**AGREEMENT OF MERGER**

**THIS AGREEMENT OF MERGER** (the "Agreement") made this \_\_\_ day of \_\_, 2010 by and between **BETH ABRAHAM SYNAGOGUE**, an Ohio non-profit corporation ("BAS") (hereinafter sometimes called the "Surviving Corporation" and "NS" when referring to BAS as it exists after the effective date of the Merger), and **BETH JACOB CONGREGATION**, an Ohio non-profit corporation ("BJS").

**WITNESSETH:**

**WHEREAS**, the Articles of Incorporation for BAS are reflected in the Agreement to Consolidate filed with the Secretary of State of Ohio on July 10, 1944, as amended on May 13, 1977, and BAS is listed with the Secretary of State as corporation number 187658. The current statutory agent for service of process for BAS is Mark S. Feuer, Esq., 10 Courthouse Plaza SW, Suite 1100, Dayton, OH 45402;

**WHEREAS**, the Articles of Incorporation for BJS were filed with the Secretary of State of Ohio on February 27, 1948, as amended on May 14, 1996, and BJS is listed with the Secretary of State as corporation number 206816. The current statutory agent for service of process for BJS is Edward M. Kress, Esq., 10 Courthouse Plaza SW, Suite 1100, Dayton, OH 45402; and

**WHEREAS**, the respective Board of Directors of BAS and BJS deem it advisable that BJS and BAS be merged on the terms and conditions set forth herein and in accordance with the applicable provisions of the laws of the State of Ohio which permit such a statutory Merger.

**NOW, THEREFORE**, and in consideration of the mutual promises and covenants hereinafter set forth, it is hereby agreed by and between the parties hereto that BAS and BJS shall enter into a statutory Merger in accordance with the provisions of Section 1702.41 of the Ohio Revised Code, and that the terms and conditions of such Merger (the "Merger"), and the mode of carrying the same into effect, shall be as follows:

**Section 1. Purpose.** BJS shall be merged into BAS and BAS shall be the surviving corporation. Upon the Effective Date, the separate corporate existence of BJS shall thereupon cease. The Surviving Corporation shall exist under, and be governed by, the laws of the State of Ohio.

**Section 2. Surviving Corporation; Change of Name.** Upon the consummation of the Merger, the name of Surviving Corporation shall be the NEW SYNAGOGUE. BAS and BJS intend that the name NEW SYNAGOGUE be only a temporary name for the Surviving Corporation. On or before December 31, 2010, the Board of Directors established under the Article VIII, Section 3 of the Code of Regulations of NS shall adopt a permanent name for the

Surviving Corporation, and shall file that name as an amendment to the Certificate of Merger with the Secretary of State of Ohio.

**Section 3. Principal Office.** The principal office of the Surviving Corporation shall be 305 Sugar Camp Circle, Dayton, Ohio 45419.

**Section 4. Articles of Incorporation.** The Articles of Incorporation of BAS as in effect on the Effective Date shall be replaced in their entirety with the following Articles of Incorporation:

**FIRST:** The name of the corporation shall be the NEW SYNAGOGUE.

**SECOND:** The place in Ohio where the principal office is to be located is Oakwood, Montgomery County, Ohio.

**THIRD:** The corporation is organized and shall be operated exclusively for charitable, religious, educational and scientific purposes within the meaning of Section 501(c)(3) of the Internal Revenue Code of 1986 (or the corresponding provisions of any future United States internal revenue law), including, without limitation thereto, the following:

A. To operate exclusively for religious, charitable and educational purposes.

B. To solicit and receive donations and charitable contributions and to distribute the same to organizations that qualify as exempt organizations under Section 501(c)(3) of the Internal Revenue Code of 1986 (or the corresponding provisions of any future United States internal revenue law).

C. To engage in any lawful act or activity and to do all things necessary, convenient, or expedient to further the general purpose of the corporation either alone or in association with other corporations, firms, associations or individuals.

**FOURTH:** The persons listed on the attached Exhibit A shall serve the corporation as directors until the first annual meeting of members or other meeting called to elect directors. The qualification and number of directors, which shall not be less than three (3), together with their terms of office, manner of selection, removal, filling of vacancies and of newly created directorships, powers, duties, and liabilities shall be set forth in the Regulations of the corporation.

**FIFTH:** Persons shall be admitted as members of the corporation as set forth in the Regulations.

**SIXTH:** No part of the net earnings or assets of the corporation shall inure to the

benefit of, or be distributable to, its members, directors, officers, or other private persons, except that the corporation shall be authorized and empowered to pay reasonable compensation for services rendered and to make payments and distributions in furtherance of the purposes set forth in Article Third hereof. 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 any candidate for public office. Notwithstanding any other provisions of these Articles, the corporation shall not carry on any other activities not permitted to be carried on (a) by a corporation exempt from Federal income tax under Section 501(c)(3) of the Internal Revenue Code of 1986 (or the corresponding provision of any future United States internal revenue law) or (b) by a corporation, contributions to which are deductible under Section 170(c)(2) of the Internal Revenue Code of 1986 (or the corresponding provision of any future United States internal revenue law).

**SEVENTH:** Upon the dissolution of the corporation, the Board of Directors shall, after paying or making provision for the payment of all the liabilities of the corporation, distribute all of the then remaining assets of the corporation to such organization or organizations organized and operated exclusively for charitable, educational, religious or scientific purposes as shall at the time qualify as an exempt organization or organizations under Section 501(c)(3) of the Internal Revenue Code of 1986 (or the corresponding provisions of any future United States internal revenue law), as the Board of Directors shall determine. Any of such assets not so disposed of shall be directed by the Court of Common Pleas of the County in which the principal office of the corporation is then located exclusively to such organization or organizations which are organized and operated exclusively for such purposes.

**Section 5. Code of Regulations.** The Code of Regulations of BAS (known previously as the Constitution) as in effect on the Effective Date shall be replaced in their entirety with the Code of Regulations attached hereto as Exhibit B which shall be the Code of Regulations of the Surviving Corporation.

**Section 6. Statutory Agent.** The statutory agent for the Surviving Corporation upon whom any process, notice or demand against BAS or BJS shall be served is Mark S. Feuer, Esq., 1100 Courthouse Plaza SW, 10 N. Ludlow Street, Dayton, Ohio 45402.

**Section 7. Director and Trustee Approval.** The Directors of BJS and the Directors of BAS shall each have approved and adopted this Agreement and the Merger by a favorable vote of the requisite number of Directors entitled to vote on this Agreement and the Merger, which approvals shall comply in all respects with the Articles of Incorporation, Code of Regulations, By-laws and other charter documents of such party, and all applicable law.

**Section 8. Assets and Liabilities.** Upon the Merger becoming effective, all of the rights, privileges, immunities, powers, franchises and authority, of a public as well as of a private nature, and all property and assets of every kind and description, and every interest therein, of each of the two corporations, BAS and BJS, including, without limitation, patents, trademarks,

licenses and registrations and stock owned by BAS and BJS shall be vested in and be held and enjoyed by NS as the Surviving Corporation without further act or deed, and all of the estates and interests of every kind of BAS and BJS including all debts due to either of them on whatever account, shall be as effectually the property of NS as they were of BAS and BJS as the case may be, and the title to any real estate or any interest therein, vested by deed or otherwise in either BAS and BJS, shall not revert or be in any way impaired by reason of the Merger but shall be vested in NS. Upon the Merger becoming effective, all rights of creditors and all liens upon any property of either BAS or BJS shall be preserved unimpaired, and all debts, liabilities and duties of BAS and BJS shall thenceforth attach to NS and may be enforced against it to the same extent as if said debts, liabilities and duties had been incurred or contracted by it.

**Section 9. Amendment.** BAS and BJS may by mutual agreement approved by their respective Board of Directors or Trustees at any time and from time to time amend or modify this Agreement in order to facilitate the performance hereof or to comply with any applicable law of any jurisdiction or any applicable regulation of any public agency or authority, or in any other manner deemed appropriate by the respective Board of Directors.

**Section 10. Effective Date.** The Merger provided for herein shall become effective on the later to occur of the close of business on \_\_\_\_\_, 2010, or the filing of the Certificate of Merger with the Secretary of State of Ohio in accordance with the laws of the State of Ohio (the "Effective Date").

**Section 11. Further Assurances.** If, at any time before or after the Effective Date, BJS or BAS considers or is advised that any further deeds, assignments or assurances are reasonably necessary or desirable to vest, perfect or confirm in NS title to any property or rights of BJS or BAS, BJS or BAS and its proper officers and directors are authorized and shall use their best efforts to execute and deliver all such proper deeds, assignments and assurances and do all other things necessary or desirable to vest, perfect or confirm title to such property or rights in NS and otherwise to carry out the purpose of this Agreement.

**Section 12. Miscellaneous.**

A. **Entire Agreement.** This Agreement and any exhibits to this Agreement constitute the entire understanding and agreement of the parties to this Agreement with respect to the subject matter hereof and supersede all prior and contemporaneous agreements or understandings, inducements or conditions, express or implied, written or oral, between the parties with respect to the subject matter hereof. The express terms hereof control and supersede any course of performance or usage of the trade inconsistent with any of the terms hereof.

B. **Assignment; Binding Upon Successors and Assigns.** No party to this Agreement may assign any of its rights or obligations hereunder without the prior written consent of the other party hereto. This Agreement will be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns.

C. **No Third Party Beneficiaries.** No provisions of this Agreement are intended, nor will be interpreted, to provide or create any third party beneficiary rights or any other rights of any kind in any party unless specifically provided otherwise herein

and, except as so provided, all provisions hereof will be personal solely between the parties to this Agreement.

D. **Construction of Agreement.** This Agreement has been negotiated by the respective parties hereto and their attorneys and have been reviewed by each party hereto. Accordingly, no ambiguity in the language of this Agreement will be construed for or against either party.

E. **Section Headings.** A reference to a section, article or exhibit will mean a section in, article in or exhibit to this Agreement unless otherwise explicitly set forth. The titles and headings herein are for reference purposes only and will not in any manner limit the construction of this Agreement, which will be considered as a whole.

F. **No Joint Venture.** Nothing contained in this Agreement will be deemed or construed as creating a joint venture or partnership between any of the parties hereto. Except as explicitly specified herein, no party is by virtue of this Agreement authorized as an agent, employee or legal representative of any other party. Except as explicitly specified herein, no party will have the power to control the activities and operations of any other and their status is, and at all times, will continue to be, that of independent contractors with respect to each other. Except as explicitly specified herein, no party will have any power or authority to bind or commit any other. No party will hold itself out as having any authority or relationship in contravention of this Article XIV, Section 12.F.

G. **Amendment, Extension and Waivers.** At any time, BJS and BAS may, to the extent legally allowed: (a) extend the time for performance of any of the obligations of the other party; (b) waive any inaccuracies in the representations and warranties made to such party contained herein or in any document delivered pursuant thereto; and (iii) waive compliance with any of the agreements, covenants or conditions for the benefit of such party contained herein. Any term or provision of this Agreement may be amended. Any agreement to any amendment, extension or waiver will be valid only if set forth in writing and signed by the parties hereto. The waiver by a party of any breach hereof or default in the performance hereof will not be deemed to constitute a waiver of any other default or any succeeding breach or default. The failure of any party to enforce any of the provisions hereof will not be construed to be a waiver of the right of such party thereafter to enforce such provisions.

H. **Severability.** If any provision of this Agreement or its application will for any reason and to any extent be invalid or unenforceable, the remainder of this Agreement and application of such provision to other persons or circumstances will be interpreted so as reasonably to effect the intent of the parties hereto. The parties will replace such void or unenforceable provision of this Agreement with a valid and enforceable provision that will achieve, to the extent possible, the economic, business and other purposes of the void or unenforceable provision.

I. **Governing Law.** The validity of this Agreement, the construction of its terms, and the interpretation and enforcement of the rights and duties of the parties of this

Agreement will be exclusively governed by and construed in accordance with the laws of the State of Ohio.

J. **Other Remedies.** Except as otherwise provided herein, any and all remedies herein expressly conferred upon a party will be deemed cumulative with and not exclusive of any other remedy conferred hereby or by law on such party, and the exercise of any one remedy will not preclude the exercise of any other.

K. **Specific Performance.** The parties acknowledge that irreparable damage would occur in the event that any of the provisions of this Agreement were not performed in accordance with their specific terms or were otherwise breached. The parties shall be entitled to an injunction(s) to prevent breaches of this Agreement and to enforce specifically the terms and provisions hereof in any court of the United States or any state having jurisdiction. This is in addition to any other remedy to which the parties are entitled at law or in equity.

L. **Notices.** All notices, instructions and other communications required or permitted to be given under this Agreement or necessary or convenient in connection herewith must be in writing and shall be deemed given: (a) when personally served or when delivered by facsimile; (b) one business day after deposit with an overnight courier service as shown by the records of such delivery service; (c) on the business day of transmission if such notice is sent by facsimile and the sender receives electronic confirmation of receipt by the recipient; or (d) on the earlier of actual receipt or the third business day following the date on which the notice is deposited in the United States mail, first class certified or registered mail, postage prepaid, addressed as follows:

To BJS:

To BAS:

or to such other address as a party may have furnished to the other parties in writing pursuant to this Article XIV, Section 12.L.

M. **Counterparts.** This Agreement may be executed in any number of counterparts, each of which will be an original as regards any party whose signature appears thereon and all of which together will constitute one and the same instrument. This Agreement will become binding when one or more counterparts hereof, individually

or taken together, will bear the signatures of each of the parties reflected hereon as signatories.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement of Merger to be executed by their duly authorized officers on the date first set forth above.

BETH JACOB SYNAGOGUE

By: \_\_\_\_\_  
Its: \_\_\_\_\_

BETH ABRAHAM SYNAGOGUE

By: \_\_\_\_\_  
Its: \_\_\_\_\_

## **EXHIBIT A TO THE AGREEMENT OF MERGER**

### **CODE OF REGULATIONS OF THE SURVIVING CORPORATION**

#### **ARTICLE I PURPOSE AND SCOPE**

The object and scope of this congregation shall be to establish and maintain a conservative egalitarian Synagogue and such educational religious, cultural, social and recreational activities as will help further the cause and objectives of the Synagogue and Conservative Judaism.

#### **ARTICLE II AFFILIATION**

This Synagogue shall be affiliated with the United Synagogue of Conservative Judaism.

#### **ARTICLE III MEMBERSHIP**

**Section 1.** Any Jewish person of good moral character, having attained the age of eighteen (18) years or if married, regardless of age, is eligible for membership.

**Section 2.** All applications for membership shall be in writing. An application for membership is subject to the approval of the Board of Directors (or the Executive Committee).

**Section 3.** There shall be the following types of membership:

A. **Family Membership.** Such membership shall be extended to married Jewish couples; single Jewish persons with minor children; or a married Jewish person with a non-Jewish spouse and minor children.

B. **Individual Membership.**

1. There shall be a young adult membership for all Jewish persons between the ages of 21 and 30, who are unmarried, divorced, widowed, or married to a non-Jewish spouse and without minor children; and

2. There shall be an individual membership for all Jewish persons over

the age of 30, who are unmarried, divorced, or widowed, or married to a non-Jewish spouse and without minor children.

C. **Out of Town Membership.** Such memberships shall be extended to individuals or families, who would like to maintain a membership with the Synagogue at a fee to be determined by the Board of Directors.

D. **Out of Town Cemetery Membership.** Any member, owning a burial plot at either Beth Abraham Cemetery or Beth Jacob Cemetery, having moved out of town, must maintain a membership with the Synagogue at a fee to be determined by the Board of Directors.

E. **Cemetery Burial.** For any person who owns a burial plot at Beth Abraham Cemetery or Beth Jacob Cemetery and who is not a member of the Synagogue, to be eligible for cemetery burial the estate of such person must pay two years of Synagogue full family membership dues.

F. **Honorary Membership.** Such membership may be conferred upon Synagogue Personnel, members of the community at large and any other deserving person at the discretion of the Board of Directors.

G. **Dual Membership.** Such membership may be granted to any local resident who primary affiliation is a dues-paying membership in another Synagogue in Dayton, Ohio at a fee to be determined by the Board of Directors.

#### **ARTICLE IV DUES AND BUILDING FUND PLEDGES**

**Section 1.** Members shall pay such annual dues as shall be determined from time to time by the Board of Directors.

**Section 2.** As a condition of membership, the Board of Directors may require each member to make a minimum contribution to a Building Fund or such other fund as may be designated by the Board of Directors. The Board of Directors shall set an annual amount of the contribution, the manner of payment thereof, and such other terms and conditions as it shall determine from time to time.

#### **ARTICLE V PRIVILEGES OF MEMBERSHIP**

Subject to such rules, regulations and charges promulgated from time to time by the Board of Directors, a member in good standing is entitled to the following:

A. To the rights and privileges of worship for the member and the member's

immediate family throughout the year.

B. To have the member's children instructed in the Religious School and be eligible for graduation, Bar Mitzvah and Bat Mitzvah in the Synagogue. Religious School training will require an additional fee.

C. To have marriage ceremonies of the member's immediate family performed by the Rabbi and Cantor and the right to use any facilities of the Synagogue.

D. To have the Rabbi and Cantor officiate at the member's funeral services or those of the member's immediate family.

E. Subject to the availability of facilities and payment of fees or costs, the privilege of securing a plot in either the BAS Cemetery or the BJS Cemetery.

F. Membership in auxiliaries of the congregation for the member and the member's immediate family upon the payment of dues established by the board of auxiliary organizations.

G. The privilege of attendance, debate and vote at all Congregational Meetings, regular or special. Each adult Jewish member shall be entitled to vote. Honorary members shall have no vote.

## **ARTICLE VI ARREARS, SUSPENSIONS AND EXPULSIONS**

**Section 1.** Any member indebted to the congregation for dues, building fund pledges, assessments or for any other indebtedness for a period in excess of one year shall be deemed to be in arrears and not entitled to vote or have any voice in any proceeding of the congregation. Such member shall be notified by the Treasurer or Dues Committee Chairman by mail of the indebtedness. Failure to pay said indebtedness within a reasonable time after said notification shall cause the member to be subject to suspension from all rights and privileges of membership by the Board of Directors. No suspended member shall be reinstated until all arrears have been paid in full. The Board of Directors may, in its discretion, extend the time of payment or waive any indebtedness or part thereof by any member in arrears because of the member's financial inability to make payment.

**Section 2.** Any member may be expelled or suspended for conduct which brings discredit upon the Congregation. Any member subject to expulsion or suspension proceedings shall first be given the opportunity for a hearing, after such hearing the member may be suspended for a fixed period of time by a three-fourths (3/4) vote of the members of the Board of Directors present at any meetings thereof, or the member may be expelled by an affirmative vote of all the members of the Board of Directors.

## **ARTICLE VII MEETINGS OF THE CONGREGATION AND**

## **ELECTION OF THE BOARD OF DIRECTORS**

**Section 1.** The annual meeting of this congregation shall be held during the month of June of each year, on such day as the President may designate. Notice of the annual meeting shall be given by the Secretary of the congregation in writing, by mail, to all members of the congregation, directed to their addresses as they appear on the books of the congregation, and sent not less than fourteen (14) days prior to such meeting.

**Section 2.** Special meetings of the congregation may be called by the President at his or her discretion. The President must also call a special meeting at the written request of twenty-five (25) members of the Congregation, in good standing, or five (5) members of the Board of Directors. Said request shall state the reason for and the purpose of the meeting. In the event that the President fails to issue a call for the special meeting within five (5) days after being requested to do so, any other Officer may issue such call.

**Section 3.** Notice of such special meeting shall be given by the Secretary of the congregation, by mail, to all members of the organization, directed to their addresses as they appear on the books of the congregation sent not less than seven (7) days prior to such meeting. No business shall be transacted at a special meeting except for the purpose or purposes stated in the written notice.

**Section 4.** At all meetings of the Congregation, regular and special, a quorum for the transaction of business shall consist of the lesser of five percent (5%) or twenty-five (25) members of the congregation, including Officers present, but a lesser number may adjourn the meeting to some future time, not less than six (6) nor more than twenty (20) days from the date thereof, and the Secretary shall thereupon give at least three (3) days notice by mail of such adjourned meeting to all members who were absent from said meeting.

**Section 5.** Election of members to the Board of Directors shall take place at the annual meeting. The president will appoint a nominating committee to develop a slate of candidates. This slate shall be approved by the Board of Directors. Official notice will be mailed to all members of the congregation, eligible to vote, not less than 1 month prior to annual meeting. Any member wishing to nominate a candidate for membership to the Board of Directors must submit a petition signed by twenty-five (25) members in good standing to the Synagogue President at least seven (7) days before the annual meeting. A majority of members present and voting at the annual meeting will elect new board members.

## **ARTICLE VIII BOARD OF DIRECTORS - COMPOSITION, DUTIES AND POWERS**

**Section 1.** Effective July 1, 2011, the management and administration of the affairs of this Congregation shall be vested in a Board of Directors as follows:

- A. Eighteen (18) who shall be elected by the congregation to terms of three (3) years.
- B. Two (2) who shall be appointed by the President for a term of one (1) year.
- C. One (1) who shall be the President of the Men's Club, or an alternate in the absence of the President.
- D. One (1) who shall be the President of the Sisterhood, or an alternate in the absence of the President.
- E. One (1) who shall be the President of the Chevra Kadisha or an alternate in the absence of the President.
- F. **Active Past Presidents.** All past Presidents of BAS and BJS shall be members of the Board of Directors with full voting privileges, provided, however, in order to be eligible to vote on any issue, the past President must have attended at least two consecutive meetings prior to vote.
- G. The Officers of the Congregation.

**Section 2.** The Rabbi and Executive Director shall be ex officio members of the Board of Directors without voting rights.

**Section 3.** There is hereby established a Transition Period to run from the Effective Date through June 30, 2011. During the Transition Period, the Board of Directors shall consist of the Directors shown on the attached Exhibit A and the Officers shown on the attached Exhibit B. Each of the Directors' and Officers' terms shall end on June 30, 2011 to be succeeded by the Directors and Officers who are elected at the June, 2011 annual meeting; provided, however, that such Director or Officer remains a member in good standing of NS. Each of the Directors and Officers shall be eligible to serve beginning July 1, 2011 regardless of years of previous service as an Officer or Director of BAS or BJS.

**Section 4.** Vacancies, other than those arising because of expiration of term shall be temporarily filled by a vote of the Board of Directors. The member so elected shall serve until the next annual meeting of the congregation, at which time the unexpired term of such vacancy shall be filled by vote of the congregation.

**Section 5.** Election of the eighteen (18) Directors in Section 1.A. shall be staggered with the terms of six (6) Directors expiring each year. In the election for terms beginning July 1, 2011, eighteen (18) Directors shall be elected, six (6) Directors each for terms ending June 30, 2012, 2013 and 2014 respectively.

**Section 6.** Twelve (12) members of the Board of Directors shall constitute a quorum at any meeting of the Board of Directors to conduct official business.

**Section 7.** If any member of the Board of Directors is absent from three (3) successive regular meetings without good cause, the Board of Directors may declare his office as a Director vacant.

**Section 8.** No person can be elected to serve more than two (2) consecutive three (3) year terms on the Board of Directors.

**Section 9.** The Board of Directors shall have the power to manage the affairs of this congregation which include but are not limited to the following specific powers:

A. To make and enforce all rules and regulations governing the use of its property.

B. To fix the amount of annual dues of each member of the congregation or to remit or suspend such portions of the dues as it may deem advisable.

C. To levy an assessment upon the membership on behalf of the congregation in any amount it deems advisable. Notice of any proposed assessment must be transmitted to the entire membership prior to Board of Directors' action. An assessment to become effective shall be passed by two (2) consecutive meetings of the Board of Directors by a vote of two-thirds (2/3) of the entire Board of Directors.

D. Upon the recommendation of the Personnel Committee, to engage an ordained Rabbi and all other Synagogue personnel and fix the salaries and tenure of office of said personnel.

E. To have the control of the property of the congregation and accept any gifts, grants, bequests and enter into contracts in the name of the congregation.

F. No real property of said congregation or any substantial portion used in connection with the operation of the Synagogue shall be sold, encumbered or conveyed without the express approval of the Board of Directors, and subject to the approval of the congregation.

G. The Board of Directors shall meet at least eight (8) times a year. The President may call a special Board of Directors meeting whenever he or she feels it is advisable to do so.

H. All Board of Directors meetings shall be held in the Synagogue unless the Board of Directors votes to meet elsewhere.

I. A majority vote of those present at a meeting of the Board of Directors shall be sufficient to decide any question except as otherwise herein provided. No Director shall be permitted to vote at any meeting by proxy.

J. The Board of Directors shall function through committees. The Chair of each committee is to be appointed by the President and the President shall have the right to use his or her discretion to add or eliminate members of each standing committee. The Chair of each committee need not be a Director.

K. The Board of Directors, in order to carry out the normal functions of the Synagogue, shall have the authority to borrow necessary funds in the name of the congregation for congregational purposes.

L. The Board of Directors shall have the power and authority to delegate any of its powers to a standing or special committee.

**Section 9.** The Board of Directors shall have the power to create such honorary offices as it deems proper. In the event such offices are created, the President, subject to approval by the Board of Directors, shall fill the office by appointment.

## **ARTICLE IX NOMINATION, ELECTION, POWERS AND DUTIES OF OFFICERS**

**Section 1.** Election of officers shall take place at the annual meeting. The president will appoint a nominating committee, who will develop a slate of officers for Board of Directors approval. Official notice shall be mailed to all members of the congregation eligible to vote, not less than one (1) month prior to annual meeting. A majority of members present and voting at annual meeting will elect new officers. The Nominating Committee for the Officers, at the option of the President, may be the same Committee appointed to nominate candidates for election to the Board of Directors in the election year.

**Section 2.** Officers shall be elected for a term of two (2) years. Officers may be elected for two (2) or more consecutive terms with the exception of the President who may not serve consecutively for more than three (3) terms.

**Section 3.** When any elective office shall become vacant except by expiration of the term of office, the Board of Directors shall fill the vacancy at a meeting called for the purpose of filling the office vacated.

**Section 4.** All officers shall be members of the Board of Directors at the time of their election as Officers. Upon election as an Officer, the officer shall vacate any elected board term, and such open term may be filled by the Board of Directors.

**Section 5.** Elected Officers shall be a President; a Vice-President for Administration; a Vice-President for Program; a Vice-President for Buildings and Grounds, a Vice-President for Religious; Treasurer; and Secretary. The Nominating Committee may but is not obligated to nominate an Executive Vice-President. The Officers shall be elected from members who have served on the Board of Directors for at least one (1) year. No two officers may be held by the same person, except in an emergency, when appointed by the Board of Directors.

**Section 6.** Effective on the Effective date through June 30, 2011, the Officers shall be those identified on the attached Exhibit C.

**Section 7. Chief Executive Officer.** The President shall be the chief executive officer of the Congregation, and the titular head of the Congregation, and shall in general supervise and control all of the affairs of the Congregation.

**Section 8. Meetings and Committees.** The President shall preside at all meetings of the Congregation, shall see that the Code of Regulations, any By-laws and standing rules of this Congregation and the usages be observed, and that the Officers of the Congregation discharge their duties faithfully. The President shall appoint all other Committee Chairs and shall appoint whatever other Committees he or she deems necessary for the efficient running of the Congregation.

**Section 9. Voting.** The President shall neither make nor second any motion. The President shall preserve order at the meetings and put to a vote all motions that are deemed in order and seconded. The President shall not vote except in the case of election of Officers. On other subjects, the President shall cast the deciding vote in case of a tie. Between regular meetings of the Board of Directors, the President shall have the power to authorize the Secretary to draw up a voucher on the Treasurer for a sum not exceeding One Thousand Dollars (\$1,000) in an emergency situation; however, said payment shall be reviewed by the Board of Directors at its next meeting.

**Section 10. Financial Report.** The President and Treasurer shall check and approve the financial report before it is rendered to the Congregation.

**Section 11. President.** The President shall be the chief Executive Officer of the congregation, and shall have the duty and authority of carrying out the policies and programs established by the Board of Directors. In addition, the President shall:

- A. Present a full report of the Congregation's activities at each annual meeting.
- B. Present an estimated budget within ninety (90) days after the annual meeting of the Board of Directors.
- C. Be an ex officio member of all committees.
- D. At the first meeting after his election, appoint all standing committees designating a Board Member as the Chair. He or she shall appoint such other committees as he or she shall deem desirable or which shall be voted at any congregational or board meeting.

**Section 12.** In the event of the temporary absence of the President a Vice-President, designated by the President, shall perform all the duties of the President. In the event of the death or incapacity to serve of the President, the Board of Directors shall act in accordance with

ARTICLE IX, Section 3 of this Code of regulations.

**Section 13. Treasurer.**

A. **Monies of the Congregation.** The Treasurer shall receive all monies for the use of the Congregation and give receipt for same. The Treasurer shall have charge and custody of and be responsible for all funds, accounts receivables, securities of the Congregation and collection of same. He or she shall be responsible that all monies are deposited to the account of the Congregation from any source in the name of the Congregation in such banks, trust companies or other depositories as shall be selected by the Board of Directors, and in general, perform all other duties incident to the office and such other duties as from time to time may be assigned to the Treasurer by the President or by the Board of Directors.

B. **Audit.** The Treasurer shall have all of the accounts ready to turn over to his or her successor on the night of Installation of Officers. He or she shall have his accounts ready to be audited once every year at the end of the Congregation's fiscal year and said account shall be subject to audit upon affirmative vote of the Congregation's Board of Directors.

C. **Monthly Reports.** The Treasurer shall render a monthly report at each board meeting and/or regular meeting of the transactions and business of his or her office showing the financial condition of the Congregation or whenever requested to do so by the Executive Committee or Board of Directors.

D. **Budget.** The Treasurer shall render a proposed budget to the Board of Directors by July 1 of every year on an annual basis in coordination with the President. The Treasurer shall submit monthly reports to the Board of Directors with respect to the Congregation's adherence to the terms of the budget for the prior month.

E. The Treasurer shall be charged with oversight of the Budget and Finance (including dues) Committees.

**Section 14.** The Secretary shall keep an accurate record of all the proceedings of the congregation, and of the Board of Directors; issue all notices for meetings; carry on all correspondence of the organization and the Board of Directors, and sign such other instruments or documents as may be necessary to effectuate the proper directions of the organization or the Board of Directors. He or she shall furnish the Treasurer with the names of all persons who have become members of the organization and shall perform such other duties as shall be delegated by the Board of Directors.

**Section 15.** The Vice-President, Administration shall be charged with the oversight of the Membership and Personnel Committee.

**Section 16.** The Vice-President, Program shall be charged with the oversight of the Programming, Youth and Social Action Committees.

**Section 17.** The Vice-President, Buildings and Grounds shall be charged with oversight of the Building and Maintenance and Cemetery Committees.

**Section 18.** The Vice-President, Religious shall be charged with oversight of the Ritual, Adult Education and Religious School Committees.

## **ARTICLE X DUTIES AND POWERS OF COMMITTEES**

It shall be the policy of this Congregation to operate through active working committees and to elicit the conscientious participation in committee activities of the members of the Board of Directors and congregants at large.

**Section 1.** Within thirty (30) days after the annual meeting of the congregation in each year, the President shall appoint all the standing committees of the congregation for the ensuing term of one (1) year.

**Section 2.** The Chair of each committee shall submit to the Board of Directors a report of the work of the committee when requested by the President or the Board of Directors.

**Section 3.** The standing committees of this Congregation and their duties shall be as follows:

A. **Finance and Budget Committee.** This committee shall gather all information from the various committees and departments of the congregation regarding their budgetary requirements for its approval. Final approval lies within the province of the Board of Directors. This Committee shall devise ways and means whereby the budget of the congregation should be in balance or have a surplus annually. During the month of June in each year the Synagogue proposed budget shall be submitted to the Board of Directors for its review and approval for the ensuing fiscal period. This committee shall be charged with the responsibility of the collection of dues from those members who are in arrears; it shall also be charged with the annual review of the dues status of each member of the Synagogue and the revision of each member's dues, subject to the approval of the Board of Directors, based on a sliding scale, each according to his means so that no one is to be denied membership.

B. **Membership Committee.** This committee shall be charged with the responsibility of contacting new Jewish families who settle in the area with the view of inviting them to become members of the congregation. This committee shall accept membership applications, investigate such applications and report to the Board of Directors with respect to conditions for new memberships and dues and contributions from new members.

C. **Personnel Committee.** This committee shall be in charge of investigating

and interviewing all prospective Synagogue personnel and to recommend to the Board of Directors the hiring of such personnel, their tenure of office and compensation. Grievances of any Synagogue personnel shall be heard by the Personnel Committee. The Personnel Committee, subject to approval of the Board of Directors, shall be charged with the responsibility of preparing job descriptions for each member of the Executive Staff.

D. **Building and Maintenance Committee.** This committee shall be in charge of the maintenance and upkeep of the Synagogue, building and properties real or chattel, with the exception of the Cemetery; it shall recommend major repairs or capital improvements to the Board of Directors; it shall recommend rules and regulations pertaining to the use of the facilities of the building and the fees to be charged for the said use. In the event of an emergency that makes it inadvisable to await the meeting of the Board of Directors the House Committee may obtain authority from the President for any expenditure necessary to meet the emergency.

E. **Religious School Committee.** This committee shall be charged with the responsibility of conducting the Religious School, setting educational standards, recommending personnel to the personnel Committee for hiring and preparing a budget. This budget will require approval by the Board of Directors of the Synagogue. The Religious School committee shall formulate rules and regulations for the administration and be responsible for the curriculum of the school. They will also set annual school fees.

F. **Youth Commission.** This committee shall be responsible for all youth activities of the congregation not coming under the jurisdiction of any other committee.

G. **Adult Education Committee.** This committee shall be vested with the responsibility of developing a program of adult education for the congregation.

H. **Ritual Committee.** This committee shall be in charge of all religious Services of the congregation and shall formulate rules and regulations for all such Services, subject to the approval of the Board of Directors. It shall offer to the Rabbi such advice and guidance as he may require regarding the character and mode of the various Services. It shall also be in charge of arrangements at the High Holydays and at other times during the year, and shall have the responsibility of appointing ushers for the various Services.

I. **Cemetery Committee.** This committee shall develop and recommend policy to the Board of Directors regarding the operation of the Cemeteries. It shall fix the price of lots, plots and graves and the manner of payment therefore subject, to the approval of the Board of Directors. It shall promulgate rules for the burial of the dead. It shall also make provisions for the care of graves, lots and grounds subject to the approval of the Board of Directors. It shall keep proper books of account and likewise proper records of the ownership of lots and graves, burials of members and all persons buried therein. The Cemetery Committee shall cooperate with the Chevra Kadisha in all matters pertaining to the burial of the dead.

J. **Programming Committee.** [To be added]

K. **Social Action Committee.** [To be added]

L. The President, subject to the approval of the Board of Directors or at the request of the Board of Directors, may create and establish such other committees which may become necessary from time to time.

## **ARTICLE XI AUXILIARIES**

**Section 1.** The congregation shall have such auxiliary organizations as shall from time to time be authorized and constituted by the Board of Directors.

**Section 2.** The Constitution, By-laws and other regulations of all affiliated organizations shall be consistent with the Articles of Incorporation, Code of Regulations, By-laws and policy of the Congregation. Such Constitution or By-laws or other regulations shall be filed with the Synagogue office.

**Section 3.** The use of the Synagogue building and other property by auxiliaries of the Synagogue shall be in conformance with and be subject to rules and regulations as approved by the Board of Directors.

**Section 4.** The Board of Directors, by a two-thirds vote (2/3) of the entire Board of Directors, shall have the right in its own discretion to suspend the activities of or to dissolve any auxiliary whenever it shall deem that such action shall be for the benefit of the Congregation.

## **ARTICLE XII**

The rules contained in *Robert's Rules of Order, Revised* shall govern the Synagogue in all cases to which they are applicable and in which they are not inconsistent with this Code of Regulations or any special rules of order adopted by the Congregation.

## **ARTICLE XIII AMENDMENTS**

This Code of Regulations may be amended as follows:

The Board of Directors may consider a proposed amendment at any time. If not proposed by the President or five (5) members of the Board of Directors, the proposed amendment shall be submitted in writing to the Board of Directors signed by not less than twenty-five (25) members of the Congregation in good standing. The Board of Directors shall at its earliest meeting vote upon the proposed amendment. The proposed amendment along with the recommendation of the Board of Directors shall then be submitted to the Congregation at an annual or special meeting called within thirty days (30) of the date of the said meeting of the Board of Directors. The notice of such Congregational Meeting shall contain the full text of the proposed amendment together with the recommendation of the Board of Directors. An affirmative vote of two-thirds ( $2/3$ ) of the members present and voting shall be required for the adoption of the proposed amendment.

**EXHIBIT A TO THE CODE OF REGULATIONS**

**THE BOARD OF DIRECTORS OF THE SURVIVING CORPORATION**

- |   |  |
|---|--|
| 1. Jody Blazar  | 27. Scott Liberman                                   |
| 2. Alan Chesen  | 28. Joel Frydman                                     |
| 3. Janice Krochmal  | 29. Ralph Williams                                   |
| 4. Ira levine - Men's Club President                                  | 30. Bernadette O'Koon                                |
| 5. Ellen Leffak   | 31. Lee Shear  |
| 6. Bernie Rabinowitz  | 32. Ervin Pavlofsky                                  |
| 7. Shep Rosen   | 33. Joe Goldwasser                                   |
| 8. Marlene Pinsky   | 34. Gary Greene                                      |
| 9. Meryl Hattenback   | 35. Bruce Feldman - Active Past<br>President         |
| 10. Matt Arnovitz   | 36. Dr. Jerry Kotler                                 |
| 11. Mark Feingold   | 37. Stan Kriesberg                                   |
| 12. Steve Fraim   | 38. Dr. Tom Hilman                                   |
| 13. Marc Katz   | 39. Dr. Ray Weiskind                                 |
| 14. Irv Merdinger   | 40. Helen Halcomb                                    |
| 15. Mary Rita Weissman  | 41. Michael Berks - Active Past<br>president         |
| 16. Norm Lewis  | 42. Hyman Blum - Active past president               |
| 17. Cheryl Levine   | 43. Dr. Herman Abromowitz - Active<br>Past President |
| 18. Penney Fraim  | 44. Barry Serotkin - Active Past<br>President        |
| 19. Mike Freed  | 45. Ric Blum   |
| 20. Bonnie Rice   | 46. Martin Bodzin                                    |
| 21. Ted Cooper - Chevra Kadisha<br>President                          | 47. Charles Friedman                                 |
| 22. Elaine Arnovitz - Sisterhood<br>President                         | 48. Helene Gordon                                    |
| 23. Mark Feuer - Active Past President                                | 49. Shoshonah Harbor                                 |
| 24. Susie Katz - Active Past President                                | 50. Dee Saxon  |
| 25. Steve Horenstein - Active Past<br>President; Foundation President |  |
| 26. David Fuchsman  |  |

**EXHIBIT TO THE CODE OF REGULATIONS**

**THE OFFICERS OF THE SURVIVING CORPORATION**