

PROPOSED PLAN FOR
NEW PROVIDENCE PRESBYTERIAN CHURCH
TO JOIN
JOHN KNOX PRESBYTERIAN CHURCH
(Revised February 15, 2006)

1. Intent: The members of New Providence Presbyterian Church of Moline Acres, Missouri ("New Providence") believe that they can best serve Jesus Christ by giving up the responsibility and cost of maintaining their property at 9990 Lewis and Clark Boulevard. After a process of discernment, most of them believe that they can continue their ministry and mission most effectively as members of John Knox Presbyterian Church of Florissant, Missouri ("John Knox"). The Session and the members of John Knox are prepared to welcome any members of New Providence who wish to join them. If all goes according to this Plan, the last service of worship at New Providence will be February 26, 2006, the effective date of joining will be February 28, and the former members of New Providence will be welcomed into John Knox during a service of worship on March 5.

2. Book of Order Provisions: The action of the Presbytery in approving this Plan falls under the responsibility and power of the Presbytery in G-11.0103i to *dissolve* churches in consultation with their members. However, because most of the members of New Providence are expected to join John Knox, many of the provisions of this Plan for joining are similar to those involved when the Presbytery acts under its responsibility and power in G-11.0103h to *unite* churches in consultation with their members. In particular, it is expected that a substantial portion of the value of the property held by New Providence will be transferred to John Knox. Nevertheless, once the process is complete, New Providence will no longer exist as a particular congregation, while John Knox will continue with no change to its incorporation or to its formal identity as a particular congregation.

3. Pastoral Leadership: At the end of this process, it is expected that John Higgins will continue as the Pastor of John Knox, while the pastoral relationship between William Birch and New Providence will be dissolved. However, such matters are not directly included in this Plan. Any recommendations on these matters, including any severance terms for Pastor Birch, will be presented to the Presbytery by its Committee on Ministry, following consultation with the Personnel Committee and Session of New Providence, and following formal action by Pastor Birch and by the New Providence Congregation.

4. Membership: The Session of New Providence will contact all of the members of that church to inquire about their desires. For those members who choose to join John Knox, the two Sessions will act to transfer their membership effective February 28, 2006. For those members who choose to join other churches, the Session of New Providence will issue certificates of transfer to those churches. The names of any members who have not indicated a choice in time for the Session to act will be given to the Stated Clerk of the Presbytery, who will be empowered to issue certificates of transfer for up to one year after receiving the names.

5. Assimilation: The Session and the members of John Knox will do all they can to help those who are joining from New Providence to become active participants in John Knox. In January there will be opportunities for New Providence members to tour the John Knox facility and to meet and ask questions of the John Knox team leaders. The ministry teams and fellowship groups of John Knox will invite New Providence members to join them, and the New Providence members will invite John Knox members to participate in any activities that they plan to continue, such as Christ Fellowship and Meet to Eat. On March 5 the Sacrament of the Lord's Supper will be celebrated and there will be a welcoming reception after the service. In addition, the Session of John Knox will ask the Congregation to amend its bylaws for 2006 to add two former members of New Providence to the Nominating Committee.

6. Per Capita Apportionment: New Providence will not exist in 2007 to pay the per capita apportionment based on its membership as of December 31, 2005. The current members of New Providence will not be included in the apportionment for their new churches until 2008, when it will be based on membership as of December 31, 2006. Therefore, New Providence agrees to ease the denominational burden caused by this Plan by paying its full per capita apportionment for 2006 before February 28.

7. Financial Accounts: After the payment of all obligations incurred by New Providence through February 28, including any severance pay for the Pastor or other employees, any remaining funds held by New Providence will be transferred to John Knox. It has been determined that there are no donor restrictions on any of those funds. However, it is expected that any amount transferred from the New Providence Memorial Fund will be placed in the John Knox Memorial Fund. The Session of New Providence will arrange for a final full financial review to be conducted in accordance with the provisions of the *Book of Order*, G-10.0401d, with the results to be reported to the Session of John Knox as well as to the Presbytery.

8. The Bus: On or before February 28, title for the 14-person bus owned by New Providence will be transferred to John Knox, which will then be responsible for its insurance, maintenance, and operation.

9. Personal Property: Before February 28, any personal property of the former New Providence Presbyterian Church not utilized by the John Knox congregation will be assigned to the presbytery.

10. Real Property On or about February 28, 2006, title for the land and buildings currently held by New Providence will be transferred to the Presbytery of Giddings-Lovejoy or its designee. The Presbytery of Giddings-Lovejoy upon the transfer of the New Providence Presbyterian Church property will begin conversations with the Third Presbyterian Church about their relocation to this property. Third Presbyterian Church has taken action as a congregation to relocate from their current location on Union Avenue.

We believe that the best way to honor the legacy of the New Providence Presbyterian church is to continue a Presbyterian presence in North County. We further believe that in gratitude for the ministry of the New Providence congregation the following actions should be taken:

A. The Third Presbyterian Church will occupy the property of the New Providence Church in accordance with the attached “Agreements and Recitals”

B. The Third Presbyterian Church property will be placed immediately on the market and the net proceeds will be disbursed as follows:

1. Funds will be placed in escrow with the Presbytery of Giddings-Lovejoy to cover anticipated expenses and repairs to the New Providence building, not to exceed \$190,000 for two years from the date of sale.
2. Any remaining monies at the time of the sale will be transferred to John Knox Presbyterian Church.

11. The Corporation: Following approval of this Plan, the officers of New Providence and of the Presbytery will take any actions necessary to dissolve the New Providence Corporation and to designate the Presbytery as its legal successor*.

12. Records: The Session Minutes and Registers of New Providence, along with any other records that the Presbytery wants to preserve, will be entrusted to the Stated Clerk of the Presbytery, who will arrange for a final review of those records by the Presbytery.

13. Approval: This Plan (or a revision of it) should be approved by the Sessions of the two churches. It should be approved by the Congregation of New Providence, and it may also be presented for information – or for approval, at least in principle – to the Congregation of John Knox. It should be approved by the Presbytery’s Congregational Development Ministry Team, after consultation with the Presbytery’s Property Committee. It will take effect only if it is approved by a plenary session of the Presbytery of Giddings-Lovejoy.

* New Providence members who have made bequests to either Christ, Glasgow Village, or New Providence Church in their wills or in their estate planning should be aware that, as the legal successor to these three entities, The Presbytery of Giddings-Lovejoy will receive their bequest.

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AGREEMENT

This Agreement is entered into this ___ day of _____, 2006, by and between PRESBYTERY OF GIDDINGS-LOVEJOY, INC., a Missouri nonprofit corporation (“the Presbytery”), NEW PROVIDENCE PRESBYTERIAN CHURCH, a Missouri nonprofit corporation (“New Providence”), and THIRD UNITED PRESBYTERIAN CHURCH, a Missouri nonprofit corporation (“Third Presbyterian”).

RECITALS

A. New Providence and Third Presbyterian are congregations of the Presbyterian Church (U.S.A.), and are subject to the supervision and oversight of the Presbytery.

B. New Providence intends to cease operating as a Church.

C. Pursuant to Section G-8.0401 of the Book of Order, the Constitution of the Presbyterian Church (U.S.A.):

“Whenever a particular church is formally dissolved by the presbytery, or has become extinct by reason of the dispersal of its members, the abandonment of its work, or other cause, such property as it may have shall be held, used, and applied for such uses, purposes, and trusts as the presbytery may direct, limit, and appoint, or such property may be sold or disposed of as the presbytery may direct, in conformity with the *Constitution of the Presbyterian Church (U.S.A.)*.”

D. New Providence Presbyterian Church currently owns certain property which is used as its church building, located at 9990 Lewis & Clark Blvd., St. Louis, Missouri 63136 (“the Property”).

E. Third Presbyterian has expressed its intention and desire to move into the Property, subject to the approval of the Presbytery.

NOW, THEREFORE, in consideration of the Recitals and the Agreements hereinafter set forth, the Parties agree as follows:

1. The Presbytery approves the transfer of the Property, and directs that New Providence transfer the Property directly to Third Presbyterian and that New Providence and Third Presbyterian execute all appropriate documents, deeds, and transfer agreements in order to fully carry out the transfer.

2. Upon the transfer of the property, Third Presbyterian shall assume full ownership of and responsibility for the Property (subject to the provisions of Paragraph 3 below), including obligations for any outstanding encumbrances, liens, or deeds of trust. Further, Third Presbyterian shall maintain appropriate insurance on the Property.

3. Notwithstanding anything herein to the contrary, the Property, and all appurtenances thereunto, shall be used (including creating encumbrances and making dispositions), only for uses, that are proper under the Constitution of the Presbyterian Church (U.S.A.), for a particular church of that denomination, (the ecclesiastical body aforesaid being such a particular church), and subject, particularly (but without limitation) to the provisions of the Form of Government (found in the Book of Order which is Part II of said Constitution) by which (G-8.0200) all property held by or for a particular church, whether or not legal title is (as here) lodged in a corporation, is held in trust nevertheless for the use and benefit of the Presbyterian Church (U.S.A.); and (G-8.0300) whenever property of, or held for, a particular church ceases to be used by that church as a particular church of the Presbyterian Church (U.S.A.) in accordance with said Constitution, such property shall be held, used, applied, transferred, or sold as provided by the presbytery of which it is a constituent part; and (G-8.0400) whenever a particular church is formally dissolved by the presbytery or has become extinct, its

property shall be held, used, and applied for such uses, purposes, and trusts as the presbytery may direct, limit and appoint, or such property may be sold or disposed of as the presbytery may direct, in conformity with said Constitution; and (G-8.0501) a particular church shall not sell, mortgage, or otherwise encumber any of its real property without the written permission of the presbytery; and (G-8.0502) a particular church shall not lease its real property used for purposes of worship, or lease for more than five years any of its other real property, without the written permission of the presbytery. The figure G-8.0502 and the similar citations refer to the Form of Government contained in the Book of Order, (this is the meaning of "G") and to sections of Chapter 8 of said Form of Government.

IN WITNESS WHEREOF, the parties have caused this Agreement to be signed as of the day and year first above written.

PRESBYTERY OF GIDDINGS LOVEJOY

By: _____

Its _____

NEW PROVIDENCE PRESBYTERIAN CHURCH

By: _____

Its _____

THIRD UNITED PRESBYTERIAN CHURCH

By: _____

Its _____