

**ARTICLES OF INCORPORATION**

**OF**

\_\_\_\_\_ **EPISCOPAL CHURCH, INC.**

The undersigned incorporators, being natural persons of the age of eighteen years or more, for the purpose of forming a nonprofit corporation under the provisions of the Missouri Nonprofit Corporation Act, hereby adopt the following Articles of Incorporation:

ARTICLE I

The name of this Corporation is:

\_\_\_\_\_ **EPISCOPAL CHURCH, INC.**

It is referred to herein as “\_\_\_\_\_” and is a public benefit corporation. Such designation is made solely for the purposes of Section 355.096.2(2) of the Missouri Nonprofit Corporation Act. \_\_\_\_\_ shall have members, but it shall neither have nor issue shares of stock.

ARTICLE II

The address of the \_\_\_\_\_ registered office is \_\_\_\_\_, Missouri \_\_\_\_\_, and the name of the Corporation's registered agent at that address is The Reverend \_\_\_\_\_.

ARTICLE III

\_\_\_\_\_ is organized for the purpose of forming a church whose communicants believe in the doctrine, discipline and worship of the One, Holy, Catholic and Apostolic Church represented by the Protestant Episcopal Church of the United States of America ("The Episcopal Church"). Its communicants do therefore pledge and agree at all times to conform to and abide by the Constitution and Canons of The Episcopal Church as the same now exist or may be hereafter adopted, and to the Constitution and Canons of the Diocese of West Missouri ("The Diocese"), as the same now exist or may be hereafter adopted, so long as the Constitution and Canons of The Diocese do not conflict with that of The Episcopal Church, whose Constitution and Canons shall at all times prevail.

#### ARTICLE IV

In furtherance of its corporate purposes, \_\_\_\_\_ shall have the following powers so long as such powers or the exercise of such powers do not conflict with the provisions of Articles III, VII or VIII hereof;

A. To purchase, take, receive, lease, receive by gift, grant, assign, transfer, devise or bequest, or otherwise acquire, and to own, hold, use, maintain, operate, manage and otherwise deal in and with, any real or personal property, or any interest therein, situated in or out of the State of Missouri, as may be necessary, proper or desirable for carrying on its corporate purposes.

B. To receive by gift, grant, assignment, transfer, devise or bequest, any real or personal property in trust for any one or more of its corporate purposes, to execute and perform all such trusts in accordance with the terms, conditions, limitations and restrictions thereof, and, in administering the same, to carry out the directions and exercise the powers of such trust, including the expenditure of principal, as well as the income, as authorized and directed by the instrument creating the trust.

C. Upon the two-thirds vote of its Vestry and the written consent of the Bishop and Standing Committee of the Diocese first obtained, to sell, convey, mortgage, pledge, lease, convert or otherwise dispose of or grant options with respect to, all or any part of its property and assets.

D. To purchase, take, receive, subscribe for, vest in or otherwise acquire, own, hold, use, employ and use the proceeds and income of shares of capital stock, bonds, mortgages, debentures, notes or other interests in or obligations of domestic or foreign corporations, associations, partnerships or individuals; and while the owner or holder thereof to do any acts or thing permitted by law to preserve, protect or enhance the value of any such shares, securities, interests or obligations, and to exercise all the rights, powers and privileges of ownership or interest in respect thereof, including the right to vote thereon and otherwise act with respect thereto.

E. To enter into, make and perform contracts of every kind and description and incur liabilities with any person, firm, association, corporation or government.

F. To borrow or raise monies for any of its corporate purposes at such rates of interest as it may determine and, from time to time, without limit as to the amount, to issue, draw, make, accept, endorse, discount, exchange and issue promissory notes, drafts, bills of exchange, bonds and other obligations and negotiable and non-negotiable instruments in evidence of indebtedness, and upon the two-thirds vote of its Vestry and the written consent

of the Bishop and Standing Committee of the Diocese first obtained, to secure the payment of any thereof, and of the interest thereon, by mortgage, pledge, conveyance, or deed of trust of any or all of its property and income.

G. To invest its funds from time to time in any real or personal property.

H. To erect or contract for the erection or demolition of buildings and improvements upon all real property owned by it or in which it has an interest.

I. To have and exercise all other powers necessary and convenient to effect any or all of the purposes of which it was formed.

J. In general, to have and exercise all the powers conferred by the laws of the State of Missouri upon a not-for-profit corporation and to do any and all of the things set forth and all things incident and proper in connection therewith to the same extent as natural persons might or could do.

The powers specified in the foregoing clause A through J, inclusive, shall, except where otherwise expressed, be no wise limited or restricted by reference to or inference from the terms of any other clause, but the powers specified in each of the foregoing clauses shall be regarded as independent powers.

#### ARTICLE V

The duration of \_\_\_\_\_ shall be perpetual.

#### ARTICLE VI

The temporal affairs of \_\_\_\_\_ shall be managed by a Vestry, composed of not less than five (5) adult communicants of \_\_\_\_\_. By the affirmative vote of a majority of the members of the Vestry at any regular or special meeting, the Vestry may adopt such Bylaws and make such rules and regulations it may deem necessary for the transaction of the business of \_\_\_\_\_. All such bylaws, rules and regulations shall conform to the Constitution and Canons of The Episcopal Church and The Diocese.

#### ARTICLE VII

No substantial part of the activities of \_\_\_\_\_ shall consist of carrying on propaganda or otherwise attempting to influence legislation. \_\_\_\_\_ shall not participate or intervene in any political campaign on behalf of any candidate for public office.

No part of the assets of \_\_\_\_\_ shall inure to the benefit of or be distributable to any organization whose income or net earnings or any part thereof inure to the benefit of any private shareholder or other individual or to any organization if a substantial part of its activities consists of carrying on propaganda or otherwise attempting to influence legislation.

\_\_\_\_\_ recognizes, accepts, embraces and affirms the historic trust which exists between it and The Episcopal Church and The Diocese and acknowledges that all real and personal property held by it or for its benefit is held for the benefit of The Episcopal Church and The Diocese. In the event of the dissolution, abandonment, inability to function, withdrawal, expulsion or suspension of \_\_\_\_\_ from The Episcopal Church or The Diocese, all of the property of \_\_\_\_\_ whether real, personal or mixed, shall thereupon, and without any act of \_\_\_\_\_ or its Vestry or its communicants, at once devolve upon and become the property of The Diocese, to be held by it for the benefit of The Episcopal Church and The Diocese.

#### ARTICLE VIII

The Articles of Incorporation of \_\_\_\_\_ may be amended in the manner prescribed by the laws of the State of Missouri for a not-for-profit corporation, but any amendment which would attempt to separate \_\_\_\_\_ from the doctrine, discipline and worship of The Episcopal Church or remove its property from that trust which exists between \_\_\_\_\_ and The Episcopal Church, as acknowledged and affirmed in Article VII hereof, shall be deemed contrary to the objects and purposes of \_\_\_\_\_ and these Articles of Incorporation, and such amendment shall be null and void and of no force or effect.

#### ARTICLE IX

1. No person shall be liable to \_\_\_\_\_ for any loss, damage, liability or expense suffered by it on account of any action taken or omitted to be taken by such person as a vestry person, director, officer, employee, or agent of \_\_\_\_\_ or by any Other Enterprise (as hereinafter defined) in which such person serves as a vestry person, director, officer, employee, or agent at the request of \_\_\_\_\_, if such person (i) exercised the same degree of care and skill as a prudent person would have exercised under the circumstances in the conduct of such person's own affairs, or (ii) took or omitted to take such action in reliance upon information, opinions, reports, or statements, including financial statements and other financial data, prepared or presented by:

A. One or more officers or employees of \_\_\_\_\_ or of such Other Enterprise whom the vestry person or director reasonably believes to be reliable and competent in the matters presented;

B. legal counsel, certified public accountants or other persons as to matters the vestry person, director, officer, employee, or agent reasonably believes are within the persons' professional or expert competence; or

C. a committee of the vestry of which the vestry person, director, officer, employee, or agent is not a member, as to matters within its jurisdiction, if the vestry person, director, officer, employee, or agent reasonably believes the committee merits confidence, which such person had no reasonable grounds to disbelieve.

2. In addition to and without limiting the rights to indemnification and advancement of expenses specifically provided for in the other paragraphs of this Article IX, \_\_\_\_\_ shall indemnify and advance expenses to each person who is or was serving in an Indemnifiable Capacity (as hereinafter defined) to the full extent permitted by the laws of the State of Missouri as in effect on the date of the adoption of these bylaws and as may hereafter be amended.

3. \_\_\_\_\_ shall indemnify each person who has been or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative, investigative or appellate (regardless of whether such action, suit or proceeding is by or in the right of \_\_\_\_\_ or by third parties) by reason of the fact that such person is or was serving in an Indemnifiable Capacity against all liabilities and expenses, including, without limitation, judgments, amounts paid in settlement, attorneys' fees, ERISA excise taxes or penalties, fines and other expenses, actually and reasonably incurred by such person in connection with such action, suit or proceeding (including without limitation the investigation, defense, settlement or appeal of such action, suit or proceeding); provided, however, that \_\_\_\_\_ shall not be required to indemnify or advance expenses to any person from or on account of such person's conduct which was finally adjudged to have been knowingly fraudulent deliberately dishonest or willful misconduct; provided, further, that \_\_\_\_\_ shall not be required to indemnify or advance expenses to any person in connection with an action, suit or proceeding initiated by such person unless the initiation of such action, suit or proceeding was authorized in advance by the vestry of \_\_\_\_\_. The termination of any action, suit or proceeding by judgment, order, settlement, conviction or under a plea of nolo contendere or its equivalent, shall not, of itself, create a presumption that such person's conduct was finally adjudged to have been knowingly fraudulent, deliberately dishonest or willful misconduct.

4. In the event \_\_\_\_\_ refuses to indemnify any person who may be entitled to be indemnified or to have expenses advanced hereunder, such person shall have the right to maintain an action in any court of competent jurisdiction against \_\_\_\_\_ to determine

whether or not such person is entitled to such indemnification or advancement of expenses hereunder. If such court action is successful and the person is determined to be entitled to such indemnification or advancement of expenses, such person shall be reimbursed by \_\_\_\_\_ for all fees and expenses (including attorneys' fees) actually and reasonably incurred in connection with any such action (including without limitation the investigation, defense, settlement or appeal of such action).

5. Expenses (including attorneys' fees) actually and reasonably incurred by a person who may be entitled to indemnification hereunder in defending an action, suit or proceeding, whether civil, criminal, administrative, investigative or appellate, shall be paid by \_\_\_\_\_ in advance of the final disposition of such action, suit or proceeding upon receipt of an undertaking by or on behalf of such person to repay such amount if it shall ultimately be determined that such person is not entitled to indemnification by \_\_\_\_\_. In no event shall any advance be made in instances where the vestry of \_\_\_\_\_ or independent legal counsel reasonably determines that such person would not be entitled to indemnification hereunder.

6. The indemnification and the advancement of expenses provided by this Article IX shall not be exclusive of any other rights to which those seeking indemnification or advancement of expenses may be entitled under any statute, under the articles of incorporation or any agreement, vote of disinterested directors, policy of insurance or otherwise, both as to action in their official capacity and as to action in another capacity while holding their respective offices, and shall not limit in any way any right which \_\_\_\_\_ may have to make additional indemnifications with respect to the same or different persons or classes of persons. The indemnification and advancement of expenses provided by, or granted pursuant to this Article IX shall continue as to a person who has ceased to serve in an Indemnifiable Capacity and shall inure to the benefit of the heirs, executors, administrators and estate of such a person.

7. \_\_\_\_\_ may purchase and maintain insurance on behalf of any person who is or was a vestry person, director, officer, agent or employee of \_\_\_\_\_, or is or was serving at the request of \_\_\_\_\_ as a director, officer, agent or employee of any Other Enterprise, against any liability asserted against such person and incurred by such person in any such capacity, or arising out of such person's status as such, whether or not \_\_\_\_\_ would have the power to indemnify such person against such liability under the provisions of this Article IX.

8. The rights granted or created hereby shall be vested in each person entitled to indemnification hereunder as a bargained-for, contractual condition of such person's serving or having served in an Indemnifiable Capacity and while this Article IX may be amended or repealed, no such amendment or repeal shall release, terminate or adversely affect the rights of such person under this Article IX with respect to any act taken or the failure to take any act by such person prior

to such amendment or repeal or with respect to any action, suit or proceeding with respect to such act or failure to act filed before or after such amendment or repeal.

9. For purposes of this Article IX:

(i) References to serving in an "Indemnifiable Capacity" shall mean service by a person as a vestry person director or officer of \_\_\_\_\_ or service by a person at \_\_\_\_\_'s request as a director, officer, employee, or agent of any Other Enterprise (as hereinafter defined);

(ii) References to "Other Enterprises" or "Other Enterprise" shall include without limitation any other corporation, partnership, limited liability company, joint venture, trust or employee benefit plan;

(iii) References to "fines" shall include any excise taxes assessed on a person with respect to an employee benefit plan;

(iv) References to "defense" shall include investigations of any threatened, pending or completed action, suit or proceeding as well as appeals thereof and shall also include any defensive assertion of a cross-claim or counterclaim; and

(v) References to "serving at the request of \_\_\_\_\_" shall include any service as a vestry person, director, officer, employee, or agent of a corporation which imposes duties on, or involves services by, such vestry person, director, officer, employee, or agent with respect to an employee benefit plan, its participants, or beneficiaries;

(vi) Unless the vestry of \_\_\_\_\_ shall determine otherwise, any vestry person, director or officer of \_\_\_\_\_ who shall serve as a director, officer, employee, or agent of any Other Enterprise of which \_\_\_\_\_, directly or indirectly, is a member, shareholder or creditor, or in which \_\_\_\_\_ is in any way interested, shall be presumed to be serving as such director, officer, employee, or agent at the request of \_\_\_\_\_; and

(vii) In all other instances where any person shall serve as a director, officer, employee, or agent of any Other Enterprise, if it is not otherwise established that such person is or was serving as such director, officer, employee, or agent at the request of \_\_\_\_\_, the vestry of \_\_\_\_\_ shall determine whether such person is or was serving at the request of \_\_\_\_\_, and it shall not be necessary to show any actual or prior request for such service, which

determination shall be final and binding on \_\_\_\_\_ and the person seeking indemnification or advancement of expenses.

10. If any provision of this Article IX or the application of any such provision to any person or circumstance is held invalid, illegal or unenforceable for any reason whatsoever, the remaining provisions of this Article IX and the application of such provision to other persons or circumstances shall not be affected thereby and to the fullest extent possible the court finding such provision invalid, illegal or unenforceable shall modify and construe the provision so as to render it valid and enforceable as against all persons or entities and to give the maximum possible protection to persons subject to indemnification hereby within the bounds of validity, legality and enforceability. Without limiting the generality of the foregoing, if any officer, director or vestry person of \_\_\_\_\_ or any person who is or was serving at the request of \_\_\_\_\_ as a director, officer, employee, or agent of any Other Enterprise, is entitled under any provision of this Article IX, to indemnification by \_\_\_\_\_ for some or a portion of the judgments, amounts paid in settlement, attorneys' fees, ERISA excise taxes or penalties, fines or other expenses actually and reasonably incurred by any such person in connection with any threatened, pending or completed action, suit or proceeding (including without limitation, the investigation, defense, settlement or appeal of such action, suit or proceeding), whether civil, criminal, administrative, investigative or appellate, but not, however, for all of the total amount thereof, \_\_\_\_\_ shall nevertheless indemnify such person for the portion thereof to which such person is entitled

IN WITNESS WHEREOF, the Reverend \_\_\_\_\_, Rector of \_\_\_\_\_, and those persons who are to serve as the members of the first vestry of \_\_\_\_\_, have executed this instrument, on this \_\_\_\_\_ day of \_\_\_\_\_, 2012.

\_\_\_\_\_ EPISCOPAL CHURCH, INC.

By \_\_\_\_\_  
Reverend \_\_\_\_\_  
Rector

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_



\_\_\_\_\_  
\_\_\_\_\_

STATE OF MISSOURI    )  
                                  ) ss.  
COUNTY OF JACKSON    )

I, the undersigned Notary Public, do hereby certify that on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_,  
personally appeared before me The Reverend \_\_\_\_\_,  
\_\_\_\_\_, \_\_\_\_\_,  
\_\_\_\_\_, who being by me first duly sworn declared that they signed the  
foregoing instrument as President and Rector, and that the statements contained therein are true.

\_\_\_\_\_  
Notary Public

My commission expires:

\_\_\_\_\_