

THE FRIENDS OF THE BELMONT PUBLIC LIBRARY, INC.

Proxy Form

The undersigned voting member of The Friends of the Belmont Public Library, Inc. (the “**Friends**”) hereby appoints Wendy Conroy, Secretary with full power of substitution, (“**Proxy**”) and hereby authorizes Proxy to represent and vote, as designated below, the undersigned’s membership interest at the **Annual Meeting of the members of the Friends to be held on June 12, 2025, at 7:00 p.m. at The Beech Street Center, 266 Beech St., Belmont, MA**, or at any adjournment thereof (the “Meeting”).

VOTED: To approve the merger of Belmont Library Foundation, Inc. (the “**Foundation**”) with and into The Friends of the Belmont Public Library, Inc. (the “**Friends**”).

VOTED: Further, to approve the Agreement of Merger between the Foundation and the Friends, in substantially the form attached as **Exhibit A** (the “**Merger Agreement**”), with such changes therein as the President of the Friends may deem, in her discretion, necessary or advisable and in the best interests of the Friends and in furtherance of the purposes of this vote.

VOTED: Further, to approve the Articles of Merger in substantially the form attached as **Exhibit B** (the “**Articles of Merger**”) with such changes therein as the President of the Friends may deem, in her discretion, necessary or advisable and in the best interests of the Friends and in furtherance of the purposes of this vote; and to authorize the President and Secretary of the Friends to execute, deliver and file the Articles of Merger with the Secretary of the Commonwealth of Massachusetts, to become effective June 30, 2025 and with such other government offices or regulatory bodies as may be necessary.

VOTED: Further, to authorize and direct the President, Secretary and Treasurer of the Friends, and each of them acting singly, for and on behalf of the Friends, to execute and deliver the Merger Agreement, the Articles of Merger and any and all such further documents, instruments, and certificates and to do or cause to be done any and all such other acts and things, in the name and on behalf of the Friends, as they may deem necessary or appropriate to carry into effect the full intent and purpose of the foregoing votes, the taking of any such actions or the execution or delivery of any such documents, instruments, or certificates to be conclusive evidence that the same were authorized by such votes.

CLICK HERE TO VOTE

EXHIBIT A to Proxy Form

Agreement of Merger

AGREEMENT OF MERGER

This Agreement of Merger (the “Agreement”) is entered into as of _____, 2025 (“Agreement Effective Date”), by and between The Friends of the Belmont Public Library, Inc., a Massachusetts nonprofit charitable corporation having its principal offices at 336 Concord Avenue, Belmont, MA 02478 (the “Friends”) and The Belmont Library Foundation, Inc., a Massachusetts nonprofit charitable corporation having its principal offices 336 Concord Avenue, Belmont, MA 02478 (the “Foundation”). Each of the Foundation and Friends is a “Party” and collectively, they are the “Parties.”

Recitals

A. The charitable purpose of the Friends is as set forth in its Articles of Organization. The Friends’ mission is to promote understanding and full use of the Belmont Public Library in Belmont, Massachusetts and to support and enlarge the scope of library services to the community (“the Mission”).

B. The Foundation was incorporated in 2004. Its charitable purpose, as set forth in its Articles of Organization, closely aligns with the Friends’ charitable purpose, Mission, and activities.

C. Based on this close alignment, the Board of Directors of each Party has determined that it is advisable and would be in the best interests of that Party and in the Parties’ mutual best interests for the Foundation to merge with and into the Friends pursuant to Massachusetts General Laws Chapter 180 (“MGL”) Section 10 and on the terms and conditions set forth below.

D. To that end, the Board of Directors of each Party and the voting members of the Friends have adopted and approved the execution of this Agreement and the consummation of the transactions contemplated hereby.

Therefore, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

1. Merger. As of the Merger Effective Date (as defined in Section 2 below), (a) the Foundation shall merge with and into the Friends in accordance with this Agreement and Section 10 of the MGL (the “Merger”), (b) the Friends shall be the surviving corporation (and in such capacity is hereinafter sometimes referred to as the “Surviving Corporation”), and (c) the separate existence of the Foundation shall cease.

2. Merger Effective Date. The Merger shall be effective as of June 30, 2025 (the “Merger Effective Date”), after Articles of Merger substantially in the form attached hereto as **Exhibit A** (the “Articles of Merger”) are approved and filed by the Secretary of the Commonwealth of Massachusetts.

3. **Name of Surviving Corporation.** Pursuant to the Articles of Merger and from and after the Merger Effective Date (and unless and until the Articles of Organization of the Surviving Corporation, as amended, are subsequently amended or modified in accordance with the MGL), the name of the Surviving Corporation shall be The Friends of the Belmont Public Library, Inc.

4. **Purpose of Surviving Corporation.** Pursuant to the Articles of Merger and from and after the Merger Effective Date (and unless and until the Articles of Organization of the Surviving Corporation, as amended, are subsequently amended or modified in accordance with the MGL), the purpose of the Surviving Corporation shall be the purpose as set forth in its Articles of Organization as of the Merger Effective Date.

5. **Officers and Directors.** Upon the Merger Effective Date, the persons who were nominated to be the officers and directors of the Friends, including directors of the Foundation prior to the Merger Effective Date, at the Friends' 2025 annual meeting on June 12, 2025 will be the directors and officers of the Surviving Corporation. The Foundation may nominate directors or others affiliated with the Foundation as officers and/or directors by sending written notice to Cyndi Reitmeyer prior to the 2025 annual meeting.

6. **Articles of Organization.** From and after the Merger Effective Date, the Articles of Merger, as approved and filed by the Secretary of the Commonwealth of Massachusetts, shall be deemed to be an amendment of the Articles of Organization of the Surviving Corporation and shall continue in full force and effect until changed, altered or amended in accordance with the MGL.

7. **Bylaws.** Upon consummation of the Merger, the Bylaws of the Surviving Corporation shall be the Bylaws of the Friends until changed, altered, or amended in accordance with the MGL.

8. **Continuing Independent Contractor Arrangement.** Upon the Merger Effective Date, the Friends will engage Kerry Austin-Smith as an independent contractor to ensure stewardship of donors, documentation, smooth administrative transition, and integration of data for a period of approximately six (6) to twelve (12) months, subject to continuing performance or mutually agreed upon separation and limited to the funds received from the Foundation as a result of the Merger (the "Foundation Funds"), on the same terms and conditions as she was engaged by the Foundation prior to the Merger Effective Date.

9. **Use of Foundation Funds.** It is the expectation of the Parties that the Foundation Funds will be used in the following priority: (i) to cover the compensation for the independent contractor arrangement discussed in Section 8; (ii) to cover any outstanding contractual obligations of the Foundation immediately before the Merger Effective Date; and (iii) to cover any unexpected or additional capital or donor stewardship costs during the Belmont Public Library construction process and within the first twenty four (24) months after the library is complete (the "Post-Construction Period"). It is the expectation of the Parties that, after the Post-Construction Period, any remaining Foundation Funds and all interest earned on Foundation Funds may be used in furtherance of the Mission, with an understanding that the Foundation Funds were originally raised

to create a physical library space to greatly enhance learning, reading, research, enjoyment, and community gathering in the Town of Belmont.

10. Foundation Representations and Warranties. Except as set forth in the Foundation's disclosure schedule, attached hereto as Exhibit B, the Foundation represents and warrants to the Friends that, as of the Agreement Effective Date: (a) the Foundation is a nonprofit corporation duly organized, validly existing and in good standing under the laws of the Commonwealth of Massachusetts; (b) none of the Foundation funds the Friends will receive pursuant to this Agreement and the Merger are subject to donor-imposed restrictions; (c) the Foundation has no liabilities, obligations or commitments of any nature whatsoever, asserted or unasserted, known or unknown, absolute or contingent, accrued or unaccrued, matured or unmatured or otherwise; (d) the Foundation has all necessary corporate power and authority to enter into and perform its obligations under this Agreement; and (e) this Agreement and the Merger have been duly authorized by all requisite corporate action on the part of the Foundation. The Foundation agrees to promptly notify the Friends should any of these representations or warranties no longer be true and correct at any point from and after the Agreement Effective Date through the Merger Effective Date.

11. Friends Representations and Warranties. The Friends represents and warrants to the Foundation that, as of the Agreement Effective Date: (a) the Friends is a nonprofit corporation duly organized, validly existing and in good standing under the laws of the Commonwealth of Massachusetts; (b) the Friends has all necessary corporate power and authority to enter into and perform its obligations under this Agreement; and (c) this Agreement and the Merger have been duly authorized by all requisite corporate action on the part of the Friends. The Friends agrees to promptly notify the Foundation should any of these representations or warranties no longer be true and correct at any point from and after the Agreement Effective Date through the Merger Effective Date.

12. Cooperation and Performance. Subject to the terms and conditions provided in this Agreement, each Party shall use commercially reasonable efforts in good faith to take or cause to be taken the actions required to effect the Merger by the Merger Effective Date, as well as actions required to integrate the activities and operations of the Foundation into the Friends.

13. Termination and Abandonment. Notwithstanding Section 10, this Agreement may be terminated and the Merger may be abandoned at any time prior to the filing of the Articles of Merger with the Secretary of the Commonwealth of Massachusetts: (a) by agreement of the Parties; or (b) by either Party (the "Terminating Party") if (i) the Terminating Party is not then in material breach of any provision of this Agreement, (ii) there has been a material breach, inaccuracy in or failure to perform any representation, warranty, covenant or agreement made by the other Party in this Agreement, and (iii) such breach, inaccuracy or failure is not cured by such other Party within thirty (30) days after it receives notice of termination from the Terminating Party.

14. Miscellaneous.

(a) Notices. All notices required or permitted to be given under or related to this Agreement shall be in writing and delivered: by hand; by certified mail, postage pre-paid, return receipt requested; by express mail; express courier service; or by facsimile transmission with written confirmation by express courier service. Except as otherwise provided herein, notice shall be deemed given when so delivered by hand, or if mailed by certified mail, two days after it is deposited with the U.S. Postal Service, or if sent by express mail or express courier service, one day after it is deposited with the U.S. Postal Service or such other service, or if sent by facsimile transmission, on the date received by the addressee. The Parties' respective addresses for purposes of notice shall be as first specified above unless and until a different address is specified by either Party in accordance with this subsection.

(b) Entire Agreement; Amendment. This Agreement, together with its Exhibit, constitutes the entire agreement of the Parties, and supersedes all previous communications, representations, understandings or agreements, with respect to the subject matter hereof. This Agreement may be amended or modified only by a written instrument signed by both Parties.

(c) Waiver. No waiver by any Party hereto of any condition or of any breach of any provision of this Agreement shall be effective unless in writing and signed by a duly authorized representative of the Party granting such waiver. No waiver by any Party of any such condition or breach in any one instance shall be deemed to be a further or continuing waiver of such condition or breach or a waiver of any other condition or breach of any other provision contained herein.

(d) Assignment. Neither Party may assign or otherwise transfer its rights, duties or obligations under this Agreement to any person or entity without the prior written consent of the other Party.

(e) Binding Effect. This Agreement shall be binding upon and shall inure to the benefit of the Parties and their respective successors and permitted assigns.

(f) No Third-Party Beneficiaries. Nothing in this Agreement, express or implied, is intended to or shall confer on any person other than the Parties and their successors-in-interest, any right, benefit or remedy of any nature whatsoever or by reason of this Agreement and no person other than the Parties hereto shall have any recourse or liability in respect of this Agreement or the transactions contemplated hereby.

(g) Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts without giving effect to the conflict of law principles thereof.

(h) Severability. The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision hereof.

(i) Captions. The captions in this Agreement are for reference only and in no way define, limit, extend or describe the scope of this Agreement or the intent of any provision hereof.

(j) Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same agreement. An electronic copy of the executed Agreement or counterpart shall be deemed, and shall have the same legal force and effect as, an original Agreement.

[Signatures follow on next page]

Each Party has caused this Agreement to be duly executed under seal as of the date and year first above written.

**The Friends of the Belmont Public
Library, Inc.**

The Belmont Library Foundation, Inc.

By: _____
Name:
Title:

By: _____
Name:
Title:

EXHIBIT A to Merger Agreement

Articles of Merger (See Exhibit B to Proxy Form)

EXHIBIT B to Merger Agreement

Foundation Disclosure Schedule

7172306.8

DISCLOSURE LETTER
to the
MERGER AGREEMENT
by and between
THE FRIENDS OF THE BELMONT PUBLIC LIBRARY,
and
BELMONT LIBRARY FOUNDATION, INC.
Effective as of
[●], 2025

DISCLOSURE LETTER

This Disclosure Letter, dated [●], 2025 (the “**Disclosure Letter**”), is being delivered by the Belmont Library Foundation, Inc., a Massachusetts nonprofit charitable corporation (“**Foundation**”) to The Friends of the Belmont Public Library, Inc., a Massachusetts nonprofit charitable corporation (“**Friends**”), in connection with that certain Merger Agreement (the “**Agreement**”) effective as of even date herewith. Capitalized terms used herein and not otherwise defined shall have the meanings ascribed to them in the Agreement.

Information set forth in the Disclosure Letter is intended to provide the information contemplated by or qualify the representations and warranties of the Foundation as set forth in the corresponding provision of the Agreement.

This Disclosure Letter and the information and disclosures contained therein are intended only to qualify and limit the representations and warranties contained in the Agreement. Nothing in this Disclosure Letter is intended to broaden the scope of any representation or warranty contained in the Agreement.

Section 10

Foundation Representations and Warranties

(b)

1. There are no funds with explicit donor-imposed restrictions, however, funds were given to the BLF with the implicit assumption that they would be used to construct the new library.

(c)

1. The Foundation has engaged an independent contractor, Kerry Austin-Smith, to assist with administrative tasks required by the Foundation.
2. Logo, Signage & Wayfinding, and Web Services Agreement, dated October 9, 2024, by and between the Foundation and Selbert Perkins Design.
3. The Foundation has ongoing obligations in the ordinary course of business, including but not limited to tax compliance, audit requirements, and operating expenses, including (i) an annual contract with BI Online for web maintenance and domain registration; (ii) database registration fees, and (iii) postal mail and office expenses.

EXHIBIT B to Proxy Form

Articles of Merger

The Commonwealth of Massachusetts

William Francis Galvin

Secretary of the Commonwealth

One Ashburton Place, Room 1717, Boston, Massachusetts 02108-1512

Examiner

ARTICLES OF ~~*CONSOLIDATION~~ / *MERGER

(General Laws, Chapter 180, Section 10)

Domestic and Domestic Corporations

~~*Consolidation~~ / *merger of

The Belmont Library Foundation, Inc.

_____ and

The Friends of the Belmont Public Library, Inc.,

the constituent corporations, into

The Friends of the Belmont Public Library, Inc.,

*one of the constituent corporations / ~~*a new corporation~~.

The undersigned officers of each of the constituent corporations certify under the penalties of perjury as follows:

1. The agreement of ~~*consolidation~~ / *merger was duly adopted in accordance and compliance with the requirements of General Laws, Chapter 180, Section 10.
2. That if any of the constituent corporations constitutes a public charity, then the resulting or surviving corporation shall be a public charity.
3. The resulting or surviving corporation shall furnish a copy of the agreement of ~~*consolidation~~ / *merger to any of its members or to any person who was a stockholder or member of any constituent corporation upon written request and without charge.
4. The effective date of the ~~*consolidation~~ / *merger determined pursuant to the agreement of ~~*consolidation~~ / *merger shall be the date approved and filed by the Secretary of the Commonwealth. If a later effective date is desired, specify such date which shall not be more than thirty days after the date of filing:

June 30, 2025

5. (For a merger)

(a) The following amendments to the Articles of Organization of the surviving corporation have been effected pursuant to the agreement of merger:

None

*Delete the inapplicable word.

C ☐
P ☐
M ☐
R.A. ☐

P.C.

(For a consolidation)

(b) The purpose of the resulting corporation is to engage in the following activities:

******(c) The resulting corporation may have one or more classes of members. If it does, the designation of such class or classes, the manner of election or appointment, the duration of membership and the qualification and rights, including voting rights, of the members of each class, may be set forth in the bylaws of the corporation or may be set forth below:

No amendment to the Articles of Organization of the surviving corporation.

******(d) Other lawful provisions, if any, for the conduct and regulation of the business and affairs of the resulting corporation, for its voluntary dissolution, or for limiting, defining, or regulating the powers of the corporation, or of its directors or members, or of any class of members, are as follows:

None

6. The information contained in Item 6 is not a permanent part of the Articles of Organization of the ~~*resulting~~ / *surviving corporation.

(a) The street address of the ~~*resulting~~ / *surviving corporation in Massachusetts is: (post office boxes are not acceptable)

336 Concord Avenue, Belmont, MA 02478

(b) The name, residential address and post office address of each director and officer of the *resulting / *surviving corporation is:

	NAME	RESIDENTIAL ADDRESS	POST OFFICE ADDRESS
President:	See Attachment Sheet		

Treasurer:

Clerk:

Directors:

(c) The fiscal year (i.e. tax year) of the ~~*resulting~~ / *surviving corporation shall end on the last day of the month of:

August

(d) The name and business address of the resident agent, if any, of the ~~*resulting~~ / *surviving corporation is:

The undersigned officers of the several constituent corporations listed herein further state under the penalties of perjury as to their respective corporations that the agreement of ~~*consolidation~~ / *merger has been duly executed on behalf of such corporations and duly approved by the members / stockholders / directors of such corporations in the manner required by General Laws, Chapter 180, Section 10.

TO BE EXECUTED ON BEHALF OF EACH CONSTITUENT CORPORATION

Ed Barker, *President / ~~*Vice President~~

Christina Marsh, *Clerk / ~~*Assistant Clerk~~

of The Belmont Library Foundation, Inc.

(Name of constituent corporation)

Cyndi Reitmeyer, *President / ~~*Vice President~~

Wendy Conroy, *Clerk / ~~*Assistant Clerk~~

of The Friends of the Belmont Public Library, Inc.

(Name of constituent corporation)

THE COMMONWEALTH OF MASSACHUSETTS

ARTICLES OF *CONSOLIDATION / *MERGER
(General Laws, Chapter 180, Section 10)
Domestic and Domestic Corporations

I hereby approve the within Articles of *Consolidation / *Merger and,
the filing fee in the amount of \$ _____, having been paid,
said articles are deemed to have been filed with me this _____
day of _____, 20 ____.

Effective date: _____

WILLIAM FRANCIS GALVIN

Secretary of the Commonwealth

TO BE FILLED IN BY CORPORATION

Contact information:

Leigh-Anne Lennon

c/o Hemenway & Barnes LLP

75 State Street Boston, MA 02109

Telephone: 617-619-8234

Email: LLenon@hembar.com

Upon filing, a copy of this filing will be available at www.sec.state.ma.us/cor. If the document is rejected, a copy of the rejection sheet and rejected document will be available in the rejected queue.

Attachment Sheet

Article VI

Title	Individual Name	Address
President	Cyndi Reitmeyer	336 Concord Avenue, Belmont, MA 02478
Treasurer	Kabin Shrestha	336 Concord Avenue, Belmont, MA 02478
Secretary	Wendy Conroy	336 Concord Avenue, Belmont, MA 02478
Library Director	Peter Struzziero	336 Concord Avenue, Belmont, MA 02478
Trustee Liason	Kathy Keohane	336 Concord Avenue, Belmont, MA 02478
Library Liason	Lauren Pfendner	336 Concord Avenue, Belmont, MA 02478
Co-Treasurer	Nancy Dignan	336 Concord Avenue, Belmont, MA 02478
Vice President	Patricia Hurley	336 Concord Avenue, Belmont, MA 02478
Director	Robin Ratcliff	336 Concord Avenue, Belmont, MA 02478
Director	Pamela Delalla	336 Concord Avenue, Belmont, MA 02478
Director	Hannah Fischer	336 Concord Avenue, Belmont, MA 02478
Director	Beatrix Kastor	336 Concord Avenue, Belmont, MA 02478
Director	Diane Coulopoulos	336 Concord Avenue, Belmont, MA 02478
Director	Louise Halstead	336 Concord Avenue, Belmont, MA 02478
Director	Tony Kastor	336 Concord Avenue, Belmont, MA 02478
Director	Leigh Kenney	336 Concord Avenue, Belmont, MA 02478
Director	Margery Miller	336 Concord Avenue, Belmont, MA 02478
Director	Marie Mabardi	336 Concord Avenue, Belmont, MA 02478
Director	Zhenzhen Zhang	336 Concord Avenue, Belmont, MA 02478
Director	Liz Gray	336 Concord Avenue, Belmont, MA 02478
Director	Stephanie Cahoon	336 Concord Avenue, Belmont, MA 02478
Director	Kristen Carte-Smith	336 Concord Avenue, Belmont, MA 02478