

AGREEMENT AND PLAN OF MERGER

This Agreement and Plan of Merger (the “Agreement”) is entered into this ____ day of _____, 2026, by and between The Boston Library Society (the “Society”) and The Proprietors of the Boston Athenaeum (the “Athenaeum”), each a nonprofit corporation organized under the laws of The Commonwealth of Massachusetts (collectively, the “Parties”).

This Agreement contemplates a transaction in which the Society will be merged with and into the Athenaeum, with the Athenaeum as the surviving corporation. The merger (“Merger”) shall be in accordance with the provisions of this Agreement and the articles of merger substantially in the form of Exhibit A to this Agreement (the “Articles”), to be filed with the Secretary of The Commonwealth of Massachusetts (the “Secretary”) pursuant to Section 10 of Chapter 180 of the Massachusetts General Laws (“Chapter 180”), and otherwise in accordance with Chapter 180.

WHEREAS, the Society was incorporated in 1794 by act of the General Court of The Commonwealth of Massachusetts and is currently incorporated as a nonprofit corporation under Massachusetts General Laws, Chapter 180;

WHEREAS, the Athenaeum was incorporated in 1807 by act of the General Court of The Commonwealth of Massachusetts and is currently incorporated as a nonprofit corporation under Massachusetts General Laws, Chapter 180;

WHEREAS, in 1939, the Athenaeum agreed to assume the storage and care of the Society’s books and provide access thereto to the Society’s Proprietors;

WHEREAS, the Society and the Athenaeum have combined elements of their operations, including in respect of the preparation of financial statements;

WHEREAS, the Parties have determined that the Merger would be consistent with their respective charters and missions and would permit the purposes and functions of the Society to

continue under the aegis of the Athenaeum, would advance their respective purposes and would otherwise be in their respective best interests;

WHEREAS, the Society and the Athenaeum have each approved the execution of this Agreement and the consummation of the transactions contemplated hereby by a vote of its Board of Trustees and Proprietors;

NOW, THEREFORE, in consideration of the premises and the mutual promises made herein, and in consideration of the representations, warranties, and covenants herein contained, the Parties agree as follows:

1. The Merger.

1. Constituent Corporations: Surviving Corporation. The Athenaeum and the Society shall be the constituent corporations to the Merger. Subject to the terms and conditions of this Agreement, at the Closing, the Society shall be merged with and into the Athenaeum in accordance with Chapter 180, and the Athenaeum shall be the surviving corporation of the Merger. At the Closing, the identity and separate existence of the Society shall cease, and the Athenaeum shall continue its corporate existence under its governing instruments and the laws of The Commonwealth of Massachusetts.

2. Effect of the Merger; Rights of Creditors. At the Closing, all of the estate, property, rights, privileges, powers, and franchises of the Parties and all of their property, real, personal and mixed, and all the debts due on whatever account to any of them, as well as all stock subscriptions and other choses in action, belonging to either of them, shall be transferred to and vested in the Athenaeum, without further act or deed, and all claims, demands, property, and other interests shall be the property of the Athenaeum, and the title to all real estate vested in either of the Parties shall not revert or be in any manner impaired by reason of the Merger, but shall be vested in the

Athenaeum; and the rights of creditors of the Parties shall not in any manner be impaired, nor shall any liability or obligation, including taxes due or to become due, or any claim or demand in any cause existing against the Parties, or any member, director, or officer thereof, be released or impaired by the Merger, but the Athenaeum shall be deemed to have assumed, and shall be liable for, all liabilities and obligations of each of the Parties, including any obligation arising under any contract, charter provision or by-law of either Party, in the same manner and to the same extent as if the Athenaeum had itself incurred such liabilities or obligations.

3. Governing Instrument of the Surviving Corporation. The governing instrument of the Athenaeum at the Closing shall, subject to change from time to time in accordance with their terms and applicable law, continue to govern the Athenaeum from and after the Merger.

4. Purposes of the Surviving Corporation. The purposes of the Athenaeum as of the Closing shall remain the purposes of the Athenaeum after the Merger, subject to change from time to time in accordance with applicable law.

5. Governing Board Members and Officers of the Surviving Corporation. The members of the Board of Trustees and the officers of the Athenaeum immediately following the Merger shall be the members of the Board of Trustees and the officers of the Athenaeum immediately prior to the Merger, all of whom shall continue to hold office in accordance with the governing instruments of the Athenaeum, as the same may be amended from time to time. Upon the Closing, the members of the Board of Trustees and the officers of the Society, in their capacities as such, shall have no further duties or responsibilities to either the Society or the Athenaeum.

6. The Closing. The closing of the transactions contemplated by this Agreement (the “Closing”) shall take place at the offices of the Athenaeum in Boston, Massachusetts, commencing immediately following the Secretary’s acceptance of the Articles upon their due filing in the office

of the Secretary in accordance with Section 10 of Chapter 180, or such other date and/or by such other means as the Parties may determine, provided that such date shall not be more than 30 days after the date of filing the Articles (the “Closing Date”).

7. Further Assurances. If, at any time after the Closing, the Athenaeum shall consider or be advised that any deeds, bills of sale, assignments, assurances or any other acts or things are necessary or desirable to vest, perfect or confirm, of record or otherwise, in the Athenaeum, its right, title or interest in or to any of the rights, properties or assets of either of the Parties or otherwise to carry out the purposes of this Agreement, the Athenaeum and the Athenaeum’s Board of Trustees and the Athenaeum’s officers shall be authorized to execute and deliver, in the name and on behalf of the Athenaeum or the Society, all such deeds, bills of sale, assignments and assurances and to do, in the name and on behalf of the Athenaeum or the Society, all such other acts and things necessary or desirable to vest, perfect or confirm any and all right, title or interest in, to or under such rights, properties or assets in the Athenaeum or otherwise to carry out the purposes of this Agreement, it being the intention of the Parties that the transfer to the Athenaeum of all the Society’s assets and the Athenaeum’s assumption of all the Society’s liabilities and the other transactions contemplated by this Agreement be fully effective notwithstanding asserted failure to comply with local law, asserted infirmity of merger or similar circumstance.

2. Representations and Warranties of the Society. The Society represents and warrants to the Athenaeum as of the date hereof and as of the Closing Date as follows:

1. Organization of the Society. The Society is a charitable corporation duly formed, validly existing and in good standing under the laws of The Commonwealth of Massachusetts.

2. Authorization of Agreement. The Society has the requisite corporate power and authority to enter into this Agreement, the Articles and any other agreements, documents, and

instruments to be executed and delivered hereto and thereto by the Society and to consummate the transactions contemplated hereby and thereby. The execution and delivery of this Agreement have been duly authorized by the Society's Board of Trustees and its Proprietors, and no other corporate proceedings on the part of the Society are necessary to authorize the execution and delivery of this Agreement or the transactions contemplated hereby. This Agreement has been duly executed and delivered by the Society and constitutes the legal, valid and binding obligation of the Society, enforceable against the Society in accordance with its terms.

3. Non-contravention. Neither the execution and delivery of this Agreement nor the consummation of the transactions contemplated hereby will (a) violate any constitution, statute, regulation, rule, injunction, judgment, order, decree, ruling, charge or other restriction of any government, governmental agency or court to which the Society is subject or any provision of the Society's articles of organization, or (b) result in a breach of, constitute a default under, result in the acceleration of, terminate, modify or cancel any contract, lease, license, instrument or other arrangement to which the Society is a party or by which it is bound, it being understood that certain endowment funds of the Society may be subject to restrictions previously disclosed to the Athenaeum. The Society does not need to give notice to, make any filing with, or obtain any authorization, consent or approval of any government or governmental agency in order for the Parties to consummate the transactions contemplated by this Agreement, except for the filing of the Articles with the Secretary.

4. Title to Assets. The Society has good and marketable title to all personal property to be transferred to the Athenaeum pursuant to the Merger, free and clear of all liens or encumbrances that would in the aggregate either (a) materially detract from the value of such

property, or (b) materially impair the ability of the Athenaeum to use or continue to use such property for charitable, literary, or educational purposes.

3. Representations and Warranties of the Athenaeum. The Athenaeum represents and warrants to the Society as of the date hereof and as of the Closing Date as follows:

1. Organization of the Athenaeum. The Athenaeum is a charitable corporation duly formed, validly existing and in good standing under the laws of The Commonwealth of Massachusetts.

2. Authorization of Agreement. The Athenaeum has the requisite corporate power and authority to enter into this Agreement, the Articles, and the other agreements, documents, and instruments to be executed and delivered hereto and thereto by the Athenaeum and to consummate the transactions contemplated hereby and thereby. The execution and delivery of this Agreement have been duly authorized by the Athenaeum's Board of Trustees and its Proprietors, and no other corporate proceedings on the part of the Athenaeum are necessary to authorize the execution and delivery of this Agreement or the transactions contemplated hereby. This Agreement has been duly executed and delivered by the Athenaeum and constitutes the legal, valid and binding obligation of the Athenaeum, enforceable against the Athenaeum in accordance with its terms.

3. Non-contravention. Neither the execution and delivery of this Agreement nor the consummation of the transactions contemplated hereby will (a) violate any constitution, statute, regulation, rule, injunction, judgment, order, decree, ruling, charge or other restriction of any government, governmental agency or court to which the Athenaeum is subject or any provision of its governing instruments, or (b) result in a breach of, constitute a default under, result in the acceleration of, terminate, modify or cancel any contract, lease, license, instrument or other arrangement to which the Athenaeum is a party or by which it is bound. Except as may be required

pursuant to Section 10 and 7A of Chapter 180 and the filing of the Articles with the Secretary, the Athenaeum does not need to give notice to, make any filing with, or obtain any authorization, consent or approval of any government or governmental agency in order for the Parties to consummate the transactions contemplated by this Agreement.

4. Covenants.

1. Regulatory Filings. The Parties shall cooperate with each other and use all reasonable efforts promptly to prepare and file any necessary documentation, to effect any applications, notices, petitions and filings, and to obtain as promptly as practicable any permits, consents, approvals, waivers and authorizations that are necessary or advisable to consummate the transactions contemplated by this Agreement. The Parties will cooperate in providing all information that may be reasonably requested by the Secretary or the Attorney General of The Commonwealth of Massachusetts relating to the transactions contemplated by this Agreement.

2. Operation of Business. From the date of this Agreement until the Closing (the “Interim Period”), the Athenaeum and the Society each agrees to maintain the general character of its charitable, literary, and educational activities and to conduct its business in the ordinary and usual manner consistent with past practice. During the Interim Period, neither the Athenaeum nor the Society will amend or otherwise modify its charter, by-laws or other governing documents without the prior written consent of the other Party. During the Interim Period, the Society will not: incur any material indebtedness; dispose of any material asset; buy or lease any material property; increase or supplement the salary, benefits or compensation of any individual other than in the ordinary course of business consistent with past practice; or engage in any other transaction that has or could reasonably be expected to have a material adverse effect on the financial condition or results of operations of the Society.

3. Full Access. During the Interim Period, the Society will permit representatives of the Athenaeum to have full access at reasonable times to all premises, properties, personnel, books, records, contracts and documents of or pertaining to the Society.

4. Articles of Merger. As soon as practicable after the date hereof, the Parties shall execute and deliver the Articles, in substantially the form of Exhibit A hereto, to the Secretary.

5. Conditions to Obligations to Close.

1. Conditions to Obligations of the Athenaeum. The obligation of the Athenaeum to consummate the Merger is subject to satisfaction of the following conditions:

(a) Representations and Warranties. The representations and warranties of the Society set forth in Section 2 shall be true and correct when made and shall be deemed to have been made again at and as of the Closing Date and shall then be true and correct;

(b) Performance by the Society. The Society shall have performed and complied in all material respects with all of its covenants, agreements and obligations hereunder through the Closing;

(c) Absence of Litigation. No action, suit, or proceeding shall be pending or threatened before any court or quasi-judicial or administrative agency of any federal, state, local, or foreign jurisdiction wherein an unfavorable injunction, judgment, order, decree, ruling, or charge would (i) prevent consummation of any material transaction contemplated by this Agreement, (ii) cause any material transaction contemplated by this Agreement to be rescinded following consummation, or (iii) affect adversely the right of the Athenaeum to own the assets to be transferred to the Athenaeum pursuant to the Merger (and no such injunction, judgment, order, decree, ruling, or charge shall be in effect); and

(d) Articles of Merger. The Secretary shall have accepted the Articles.

2. Conditions to Obligations of the Society. The obligation of the Society to consummate the Merger is subject to satisfaction of the following conditions:

(a) Representations and Warranties. The representations and warranties of the Athenaeum set forth in Section 3 shall be true and correct when made and shall be deemed to have been made again at and as of the Closing Date and shall then be true and correct;

(b) Performance by the Athenaeum. The Athenaeum shall have performed and complied in all material respects with all of its covenants, agreements and obligations hereunder through the Closing;

(c) Absence of Litigation. No action, suit, or proceeding shall be pending or threatened before any court or quasi-judicial or administrative agency of any federal, state, local, or foreign jurisdiction wherein an unfavorable injunction, judgment, order, decree, ruling, or charge would (i) prevent consummation of any material transaction contemplated by this Agreement, or (ii) cause any material transaction contemplated by this Agreement to be rescinded following consummation (and no such injunction, judgment, order, decree, ruling, or charge shall be in effect); and

(d) Articles of Merger. The Secretary shall have accepted the Articles.

6. Post-Closing Covenants.

1. Donor Restricted Funds. After the Closing, the Athenaeum shall use any donor restricted funds transferred by the Society to the Athenaeum pursuant to the Merger solely in accordance with the restrictions, as applicable, imposed by the applicable gift instruments. The Athenaeum shall account for and maintain appropriate records to monitor the use of all such donor restricted funds. If the Athenaeum deems it necessary or advisable, the Athenaeum shall consult with the Public Charities Division, Office of the Attorney General of The Commonwealth of

Massachusetts or seek court approval or instruction with respect to the disposition of any such funds restricted by provisions with which the Athenaeum does not reasonably believe it can comply.

7. Termination.

1. Termination of Agreement. The Parties may terminate this Agreement as provided below:

(a) the Parties may terminate this Agreement by mutual written consent at any time prior to the Closing; and

(b) either Party may terminate this Agreement at any time prior to the Closing, immediately upon written notice to the other Party.

2. Effect of Termination. If any Party terminates this Agreement pursuant to Section 7.1, all rights and obligations of the Parties hereunder shall terminate without any liability of either Party to the other Party (except for any liability of the Party then in breach).

8. Miscellaneous.

1. No Third-Party Beneficiaries. This Agreement shall not confer any rights or remedies upon any person other than the Parties and their respective successors and permitted assigns.

2. Entire Agreement. This Agreement (including the documents referred to herein) constitutes the entire agreement between the Parties and supersedes any prior understandings, agreements, or representations by or between the Parties, written or oral, to the extent related in any way to the subject matter hereof.

3. Succession and Assignment. This Agreement shall be binding upon and inure to the benefit of the Parties named herein and their respective successors and permitted assigns. No

Party may assign either this Agreement or any of its rights, interests, or obligations hereunder without the prior written approval of the other Party.

4. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original but all of which together will constitute one and the same instrument.

5. Notices. All notices, requests, demands, claims, and other communications hereunder shall be in writing, shall be deemed effective upon receipt and shall be delivered as follows:

To the Athenaeum:

The Proprietors of the Boston Athenaeum
Attn: Secretary
10½ Beacon Street
Boston, MA 02108

To the Society:

The Boston Library Society
Attn: Secretary
10½ Beacon Street
Boston, MA 02108

6. Governing Law. This Agreement shall be governed by and construed in accordance with the domestic laws of The Commonwealth of Massachusetts without giving effect to any choice or conflict of law provision or rule that would cause the application of the laws of any other jurisdiction.

7. Amendments and Waivers. No amendment of any provision of this Agreement shall be valid unless the same shall be in writing and signed by each of the Parties. No waiver by any Party of any default, misrepresentation, or breach of warranty or covenant hereunder, whether intentional or not, shall be deemed to extend to any prior or subsequent default, misrepresentation,

or breach of warranty or covenant hereunder or affect in any way any rights arising by virtue of any prior or subsequent such occurrence.

8. Severability. Any term or provision of this Agreement that is invalid or unenforceable in any situation in any jurisdiction shall not affect the validity or enforceability of the remaining terms and provisions hereof or the validity or enforceability of the offending term or provision in any other situation or in any other jurisdiction.

[Signature page follows]

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the date first above written.

THE PROPRIETORS OF THE BOSTON
ATHENAEUM

By: _____
Title:

THE BOSTON LIBRARY SOCIETY

By: _____
Title:

Exhibit A

IDENTIFICATION
NO. _____

IDENTIFICATION
NO. _____
Filing Fee: \$35.00

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

_____ and

_____,

the constituent corporations, into

*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. 1a. Moving to petition the Secretary of the Commonwealth's office for relief pursuant to the General Laws, Chapter 180, Section 7A. See Exhibit A attached hereto.
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:

C
P
M
R.A.

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:

P.C.

*Delete the inapplicable word.

(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:

** (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:

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)

(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:			
Treasurer:			
Secretary			
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:

(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

_____, *President / ~~*Vice President~~

_____, Secretary
~~*Clerk / *Assistant Clerk~~

of _____
(Name of constituent corporation)

_____, Treasurer
~~*President / *Vice President~~

_____, Secretary
~~*Clerk / *Assistant Clerk~~

of _____
(Name of constituent corporation)

*Delete the inapplicable words.

The name, residential address, and post office address of each director and officer of the surviving corporation is:

	NAME	RESIDENTIAL ADDRESS	POST OFFICE ADDRESS
President	Timothy W. Diggins	10 1/2 Beacon Street, Boston, MA 02108	10 1/2 Beacon Street, Boston, MA 02108
First Vice President	Susan B. Weatherbie	10 1/2 Beacon Street, Boston, MA 02108	10 1/2 Beacon Street, Boston, MA 02108
Second Vice President	Melissa Fetter	10 1/2 Beacon Street, Boston, MA 02108	10 1/2 Beacon Street, Boston, MA 02108
Treasurer	Javer Cevallos	10 1/2 Beacon Street, Boston, MA 02108	10 1/2 Beacon Street, Boston, MA 02108
Secretary	Arthur B. Page	10 1/2 Beacon Street, Boston, MA 02108	10 1/2 Beacon Street, Boston, MA 02108
Trustee	Timothy Codrington	10 1/2 Beacon Street, Boston, MA 02108	10 1/2 Beacon Street, Boston, MA 02108
Trustee	Earl M. Collier, Jr.	10 1/2 Beacon Street, Boston, MA 02108	10 1/2 Beacon Street, Boston, MA 02108
Trustee	Michael Ewald	10 1/2 Beacon Street, Boston, MA 02108	10 1/2 Beacon Street, Boston, MA 02108
Trustee	Perrin Grayson	10 1/2 Beacon Street, Boston, MA 02108	10 1/2 Beacon Street, Boston, MA 02108
Trustee	Roger Haynes	10 1/2 Beacon Street, Boston, MA 02108	10 1/2 Beacon Street, Boston, MA 02108
Trustee	Winston E. Langley	10 1/2 Beacon Street, Boston, MA 02108	10 1/2 Beacon Street, Boston, MA 02108
Trustee	Annie Lewis	10 1/2 Beacon Street, Boston, MA 02108	10 1/2 Beacon Street, Boston, MA 02108
Trustee	Nancy Maull	10 1/2 Beacon Street, Boston, MA 02108	10 1/2 Beacon Street, Boston, MA 02108

	NAME	RESIDENTIAL ADDRESS	POST OFFICE ADDRESS
Trustee	Creelea H. Pangaro	10 1/2 Beacon Street, Boston, MA 02108	10 1/2 Beacon Street, Boston, MA 02108
Trustee	Sarah Perry	10 1/2 Beacon Street, Boston, MA 02108	10 1/2 Beacon Street, Boston, MA 02108
Trustee	Catherine Powell	10 1/2 Beacon Street, Boston, MA 02108	10 1/2 Beacon Street, Boston, MA 02108
Trustee	George Raine	10 1/2 Beacon Street, Boston, MA 02108	10 1/2 Beacon Street, Boston, MA 02108
Trustee	John S. Reed	10 1/2 Beacon Street, Boston, MA 02108	10 1/2 Beacon Street, Boston, MA 02108
Trustee	Amy E. Ryan	10 1/2 Beacon Street, Boston, MA 02108	10 1/2 Beacon Street, Boston, MA 02108
Trustee	Austin V. Shapard	10 1/2 Beacon Street, Boston, MA 02108	10 1/2 Beacon Street, Boston, MA 02108
Trustee	Frederic Wittmann	10 1/2 Beacon Street, Boston, MA 02108	10 1/2 Beacon Street, Boston, MA 02108

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:

Telephone: _____

Email: _____

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.

THE PROPRIETORS OF THE BOSTON ATHENAEUM

Annual Meeting

March 30, 2026

VOTED: That the merger of The Boston Library Society with and into the Boston Athenaeum, and the related Agreement and Plan of Merger, in substantially the form presented to this Meeting, be and they hereby are approved.