



**Brit and Term Sheet between
Rodef Shalom Congregation and Temple Sinai Pittsburgh
2025**

This Term Sheet and Brit ("**Term Sheet**") is intended to summarize the mutually developed, principal terms related to the proposed unification between Temple Sinai Pittsburgh Pennsylvania, a Pennsylvania nonprofit corporation ("**Temple Sinai**"), and Rodef Shalom Congregation, a Pennsylvania nonprofit corporation ("**RSC**"). In this Term Sheet, Temple Sinai and RSC are sometimes referred to collectively as the "**Parties,**" or "**Congregations**" and individually as "**Party**" or "**Congregation.**" In this Term Sheet, the proposed unification and merger between Temple Sinai and RSC is referred to as the "**Proposed Unification.**"

Key Terms: The Parties agree as follows to the key terms of the Proposed Unification:

- On an effective date to be determined ("**Effective Date**"), the Parties will unify as a new unified congregation under a new name to be collectively determined ("**New Congregation**").
- During a transition period, which is the period from the last signature date of this Term Sheet and the Effective Date ("**Transition Period**"), the Congregations will operate under a Shared Services Agreement, which will describe the shared services to be provided between the parties, including, the clergy services, as described in this Term Sheet.
- The New Congregation will unify at the building currently home to RSC, referred to as ("**Fifth and Morewood**"). The Congregations agree that upon the start of joint operations, Fifth and Morewood will have an accessible ark in all prayer spaces, beginning with a temporary solution, which is subject to the mutual agreement of the Parties as to scope and expenses of the renovations necessary to provide for such arks.
- Temple Sinai will relocate its offices and operations to Fifth and Morewood, with the relocation to be substantially completed based on a timeline to be mutually developed by the parties by the time of execution of the Shared Services Agreement. The relocation process for personnel is to start promptly following approval of the Congregations at the vote scheduled for June 8, 2025, with relocation of significant personal property to start following the Effective Date.
- The Clergy of the New Congregation will be Daniel Fellman, Senior Rabbi, David Reinwald, Cantor (the "**Clergy**") and interim Rabbi David Young, with the expectation

that upon unification, an Associate or Assistant Rabbi will be hired to join Rabbi Fellman and Cantor Reinwald following the conclusion of Rabbi David Young's term.

- During the Transition Period, the Clergy will provide services to RSC and its congregants at the same level and to the same extent as the Clergy provides to Temple Sinai and its congregants, pursuant to the terms of a Shared Services Agreement, to be negotiated and executed by the Parties and Clergy by June 8, 2025, or such other date as mutually agreed by the Parties and Clergy (the "**Shared Services Agreement**"). The Shared Services Agreement will include the financial terms for allocation of costs amongst the Parties for Clergy services and those of Rabbi Young provided during the Transition Period and as described in the following paragraph.
- If the Proposed Unification does not occur, the Clergy shall continue to provide certain clergy services to RSC and its congregants pursuant to the Shared Services Agreement for a period of up to two (2) years following the last signature date of this Term Sheet, unless otherwise agreed between the Parties and Clergy. The provision of these services is conditioned on the execution of the Shared Services Agreement.
- The staff of New Congregation will be led by Drew Barkley, Executive Director, who will also lead the combined staff of the Parties during the Transition Period. Compensation for Drew Barkley during the Transition Period will be shared equitably between the Parties as further described in the Shared Services Agreement.
- During the Transition Period, an eight (8) person lay leadership management committee ("**Management Committee**") with equal representation from both Congregations of individuals approved by each of the respective boards will be formed. The Management Committee will meet regularly and will work with the Congregations on operational issues relevant to the New Congregation and oversee the Proposed Unification.

Programmatic Terms: The Parties further agree to these additional programmatic terms:

- New Congregation will operate with a financial model that includes a pledge-based system, the continuation and development of a capital fund, and a security fund for New Congregation's physical location at Fifth and Morewood, that requires no more than a 5% draw from the combined endowment to have a balanced budget.
- New Congregation will operate a religious school, with a program to be developed by Rabbi Larry Freedman, Senior Rabbi Fellman and Cantor Reinwald, to which Beth Shalom will be invited to participate akin to participation in the J-JEP program.
- During the Transition Period, the Congregations will work with appropriate consultants to assist with programmatic development for the New Congregation, and the Congregations may enter into any agreements related thereto, if deemed necessary and appropriate.
- During the Transition Period, the Congregations will collaborate on programs and act with all due expediency to move the operations, staff, offices, and personal property of Temple Sinai to Fifth and Morewood.

Conditions: The Proposed Transaction is conditioned on the following:

- Negotiation and execution of the definitive agreements, documents, and state filings necessary under law to merge the Congregations (collectively, the “**Unification Agreements**”);
- Receipt of any necessary regulatory and governmental approvals, including receipt of a “No Objection Letter” from the Pennsylvania Office of Attorney General and an Order of Court from the Orphans’ Court of Allegheny County;
- Acceptance of Amended and Restated Articles of Incorporation and the Amended and Restated Bylaws for the New Congregation, the seating of a new equally representative board of trustees, and new corporate Officers for the New Congregation;
- Receipt of any non-governmental consents required for the Proposed Unification;
- Satisfaction to each Congregation, with the results of a due diligence investigation into the other Congregation, inclusive of i) any litigation or governmental investigations relating to the Proposed Unification; ii) confirmation of no liens encumbering either Congregation’s personal property relating to the Proposed Unification; iii) structural inspection of the real property owned by the New Congregation; and iv) any additional legal document review;
- Confirmation of no material change in the financial condition or operations of either Congregation from the fiscal quarter ending December 31, 2024; and
- Receipt of all necessary board and/or member approvals of both Congregations.
- Completion of the relocation of the Temple Sinai offices and operations to Fifth and Morewood.

Shared Services: If the Proposed Unification does not occur, the Clergy shall continue to provide certain clergy services to RSC and its congregants pursuant to the Shared Services Agreement for a period of up to two (2) years following the last signature date of this Term Sheet, with the specific terms, financial and otherwise, of such Shared Services Agreement to be negotiated amongst the Parties and the Clergy as described herein.

Negotiation and Cooperation: The Parties will negotiate in good faith to execute the Unification Agreements and related documentation concerning the Proposed Unification and will cooperate with each other in conducting due diligence, preparing the Unification Agreements and related documentation, obtaining all necessary approvals, consents, or waivers from third parties, and taking reasonable steps to comply with all governmental and regulatory requirements.

Expenses: Except as provided in the Shared Services Agreement, each of the Parties will separately bear its own expenses incurred in connection with this Term Sheet and the transactions contemplated hereby.

Confidentiality; Publicity: As used in this Term Sheet, “**Confidential Information**” shall mean all information concerning or related to the Proposed Unification, other than information which is or becomes generally known to the public through no act or omission of the Parties or

disclosed by mutual agreement. The Parties, including their respective boards of directors and staff, agree to maintain Confidential Information confidential until the Effective Date, or on a date otherwise agreed by the Parties. Neither Party shall make any press release or other public statement concerning Confidential Information, the Proposed Unification, or the matters covered by this Term Sheet without the prior approval of the other Party.

Effect of this Term Sheet: This Term Sheet is for the purpose of setting forth the substance of the discussions between the Parties to date, and to serve as the basis for continuing discussion and the preparation of definitive documentation. It does not contain all of the terms and conditions that may be necessary or appropriate for the Proposed Unification. This Section, together with the Sections titled "Shared Services" and "Confidentiality; Publicity" shall be binding and survive the termination of this Term Sheet. Except for these provisions, there shall be no binding obligation between the Parties unless and until the execution of the Unification Agreements.

Termination: Either RSC or Temple Sinai may terminate this Term Sheet, including the related negotiations and diligence, at any time upon the delivery of written notice of termination to the other Party. Notwithstanding the foregoing, the Parties have agreed that in the event of termination of this Term Sheet, or if the Proposed Unification does not close, the clergy of Temple Sinai shall continue to provide services to RSC and its congregants as contemplated by this Term Sheet and the Shared Services Agreement.

Applicable Law: The substantive laws of the Commonwealth of Pennsylvania shall govern the interpretation and meaning of this Term Sheet, without regard to conflict of law rules.

IN WITNESS WHEREOF, following the necessary votes of the Boards of the respective Congregations, the proper Officers of the Parties agree, as follows:

RODEF SHALOM CONGREGATION

TEMPLE SINAI PITTSBURGH
PENNSYLVANIA

By: _____
Name: Bill Battistone
Title: President

By: _____
Name: Stephen Jurman
Title: President

Date: _____

Date: _____