COMMONWEALTH OF MASSACHUSETTS

SUFFOLK, SS. SUPREME JUDICIAL COURT
NO. SJ-2025-0528

THE SECOND CONGREGATIONAL CHURCH OF BEVERLY, MASSACHUSETTS,

Petitioner,

v.

ANDREA JOY CAMPBELL, as she is THE ATTORNEY GENERAL OF THE COMMONWEALTH OF MASSACHUSETTS,

and

THE SALEM MISSION, INC. d/b/a LIFEBRIDGE,

Respondents

JUDGMENT

It appearing to this Court that Respondents, Andrea Joy Campbell, Attorney General of the Commonwealth of Massachusetts, and The Salem Mission, Inc. have assented to the relief prayed for by the Petitioner,

NOW, THEREFORE, it is *adjudged and decreed* that the Petitioner's prayer for approval of transfer of charitable assets as set forth below is *allowed* and:

1. The Second Congregational Church of Beverly, Massachusetts ("SCC") is hereby authorized by this Court to proceed with its proposed transfer of charitable assets, consisting of a church building located at 35 Conant Street, Beverly, Massachusetts, 01915, with the associated land and fixtures therein (the "Property"), to The Salem Mission, Inc. d/b/a Lifebridge ("Lifebridge"). The Property will be transferred under the terms set forth in the parties' Purchase and Sale Agreement dated January 15, 2025 (the "Purchase and Sale Agreement").

2. The Second Congregational Church of Beverly, Massachusetts is hereby authorized by this Court to proceed with its proposed gift of charitable assets constituting personal property as set forth in the proposed list of gifted items attached hereto as Ex. I.

3. The uses of the Property by Lifebridge shall be supporting homeless and other vulnerable persons, and serving charitable, educational and religious purposes in furtherance of SCC's historic purposes. Upon transfer of the Property to Lifebridge, it shall:

    a. Maintain the Sanctuary and Chapel for religious services by current members of SCC, to the extent that those individuals who are members on the date of this Judgment so desire, and
    b. Maintain an office to support a SCC minister and staff until such time as SCC dissolves, and
    c. Provide volunteer opportunities for members of SCC to serve the homeless community, and
    d. Operate a day resource center, among other uses, for the vulnerable members of the community including the unhoused, recently housed, and those at risk of losing their housing, or otherwise provide programs, services, and resources to serve such vulnerable members of the community in alignment with Lifebridge's mission as a public charity, and
    e. Continue engagement with community organizations currently utilizing the building, and other like organizations, to provide community access to the building by nonprofit organizations as fostered by SCC to maintain a hub for community support, to the extent those entities express an interest in using the building and to the extent that Lifebridge can reasonably accommodate such use in light of available building space and financial capacity.

4. Any outstanding contingencies set forth in Section 54 of the January 15, 2025 Purchase and Sale Agreement must be fulfilled prior to conveyance of the Property, namely:

    "(b) Seller's receipt of... court approval for sale of the property on the terms contained herein pursuant to Massachusetts law; and

    (c) All required approvals by the City of Beverly and the grant of a building permit. Within thirty (30) days after obtaining a court order approving the sale, BUYER shall apply to the City of Beverly for a building permit and/or zoning relief as needed for use of the Premises as a day service center for the unhoused or those at risk of becoming unhoused, or such other use as is consistent with the mission of Lifebridge and the court order. Permitting shall be done at BUYER's sole expense. SELLER shall cooperate with the permitting to the fullest extent possible.

BUYER shall have no obligation to appeal any decisions by local permitting boards. If such approvals are not granted, this Purchase and Sale Agreement shall be null and void, and of no further recourse.

… The parties acknowledge that the Attorney General and the Supreme Judicial Court may require changes to the proposed judgment and the parties agree to accommodate those changes if those changes are reasonably within the ability of a party or the parties to perform.

Seven (7) business days after the expiration of the final appeal period of the granted permits, SELLER shall convey all their right, title and interest in the Premises to BUYER in accordance with the terms herein.

In any event, this Purchase and Sale Agreement shall expire nine months from the date of the building permit application unless extended by mutual written consent."

Ex. G at 9-10, § 54.

5. The Deed conveyed by SCC shall be restricted such that the Property shall be used in perpetuity to support homeless and other vulnerable persons and other charitable, educational and religious purposes in furtherance of Lifebridge's exempt purposes.

6. Lifebridge understands that material changes in use of the Property or variations from this Judgment will require approval by the Massachusetts Attorney General and this Court. In all events, the Property shall continue to fulfill as closely as possible the original intent agreed to by the parties.

7. After transfer of the Property to Lifebridge, should Lifebridge later want to sell or otherwise transfer the Property, it shall first seek assent from the Massachusetts Attorney General and this Court for disposition in accordance with the *cy pres* doctrine and in alignment with the commitments that Lifebridge has made to SCC to use the Property for religious purposes and to support homeless persons.

8. This Judgment shall be recorded in the Essex Registry of Deeds along with the deed of transfer of the Property, and the restrictions set forth herein shall run with the land.

9. The Court finds, declares, orders, and adjudges that no further notice is required to be given to any person or entity regarding the instant matter, nor are any such persons or entities required to be joined as parties.

By the Court, (Georges, J.)

Allison S. Cartwright, Clerk

Dated: January 2, 2026