



## TRUST AGREEMENT

This Trust Agreement is made by and between \_\_\_\_\_, a church or agency (“Church”) with an address of \_\_\_\_\_, and The United Methodist Foundation of the Northeast, Inc., a New Hampshire voluntary corporation with an address of 42 Route 111, Suite 200, Derry, New Hampshire, 03038 (“Trustee”).

**1. *Transfer of Trust Property.*** Church hereby transfers to Trustee the property listed on the attached investment direction form, and the Trustee hereby acknowledges receipt thereof and agrees to hold such property and any other property that Church may from time to time transfer to Trustee (the “Trust Property”), for the uses and purposes of this Agreement.

**2. *Management of Trust Property.*** The Trustee shall hold and invest the Trust Property as directed by the Church on the investment direction form, as the same may be amended from time to time, in a “socially responsible” manner in keeping with the Social Principles of the United Methodist Church. The Trustee shall be entitled to rely on written instructions given to it from time to time by one or both of the Authorized Contact Persons and shall have no duty to inquire into the authority of any such Authorized Contact Person or the propriety of any such instructions. The Trustee shall have no obligation to determine or inquire into the propriety or suitability of any investment or allocation of investments or to furnish the Church with any recommendation concerning such investment. The Trustee also shall have no obligation to review any endowment agreement or other agreements or documents pursuant to which funds or property have been received by the Church (“Church Documents”) for purposes of ensuring compliance with the terms of the same or to provide the Church with advice regarding compliance with the Uniform Prudent Management of Institutional Funds Act as in effect in any state or any similar statute or common law principles relating to the management of endowment or other funds or property.

**3. *Powers of Trustee; Compensation.*** The Trustee shall have all the powers and discretion of a trustee under NH RSA Sections 564-B:8-815 and 564-B:8-816. In carrying out its powers hereunder, the Trustee may engage one or more investment advisers on such terms as it shall consider advantageous. No person or entity dealing with the Trustee shall be required to investigate the Trustee’s authority for entering into any transaction or to see to the application of the proceeds of any transaction. As compensation for its services as trustee hereunder, Trustee shall be entitled to reasonable compensation as described in the offering circular previously distributed to the Church and as revised from time to time. By execution of this Agreement, Church authorizes the Trustee to incur and receive payment of such compensation.

**4. *Withdrawal of Trust Property.*** Church may withdraw any part or all of the Trust Property upon written request to the Trustee made by a minimum of two of the Authorized Contact Persons of the Church specified in *Schedule A*, in accordance to the terms described in *Schedule B*, and the Trustee shall pay over the cash or property as specified in such request.

**5. *Representations of Church.*** (a) Church hereby represents and warrants that (i) it is a charitable organization exempt from federal taxation under Section 501(c)(3) of the Internal Revenue Code of 1986; (ii) it has full power and authority to enter into this Agreement; (iii) it has duly authorized the transfer of the Trust Property to the Trustee hereunder, (iv) neither the transfer of the Trust Property to the Trustee hereunder nor the performance by any party of its obligations hereunder will conflict with, constitute a breach under or give rise to any lien under any agreement or other instrument to which Church is a party or to which the Trust Property is subject, and (v) it has reviewed and evaluated the merits and risks of an investment in the asset categories specified in the attached investment direction form as disclosed in the offering circular previously distributed to the Church.

(b) Church hereby warrants and represents that the Trust Property consists and shall consist during the term of this Agreement exclusively of one or more of the following: (i) assets of the general endowment fund or other funds of the

Church; (ii) assets contributed to the Church in exchange for the issuance of charitable gift annuities; (iii) assets of a charitable remainder trust or of any trust, the remainder interests of which are irrevocably dedicated to the Church; (iv) assets of a charitable lead trust in part for the benefit of the Church; (v) assets of a pooled income fund maintained in part by or for the Church; (vi) assets of a trust, the remainder interests of which are irrevocably dedicated in part to or for the benefit of the Church, if the ability to revoke the dedication is limited to circumstances involving (A) an adverse change in the financial circumstances of a settler or an income beneficiary of the trust; and/or (B) a change in the identity of the charitable organization or organizations having the remainder interest; provided that the new beneficiary is also a charitable organization. Any amounts paid to the Church by the Trustee in connection with any distribution, redemption, termination of this Agreement or otherwise will be solely for the benefit of the entities specified above and will be used exclusively to fulfill their religious or charitable purposes.

**6. Indemnification.** Church agrees to indemnify and hold harmless Trustee and its directors, officers, employees, agents and affiliates for errors and omissions that occur in Trustee's good faith performance of its duties hereunder in accordance with NH RSA Sections 564-B:8-802, 564-B:8-803, 564-B:8-805, 564-B:8-806, 564-B:9-902, and 564-B:9-903, as the same may change from time to time. In particular and without limitation, Church acknowledges that the Trust Property is subject to gains and losses due to market conditions, the economy, the performance of particular investments and other general investment conditions and agrees to and does hereby release and hold harmless Trustee, its employees, officers and directors for losses that result from or arising out of such conditions.

**7. Amendments and Revocation.** The Church and the Trustee agree and acknowledge that this Agreement is an agreement at will, and may be modified, amended or revoked upon the terms specified herein upon written notice delivered by the Church to the Trustee. No amendment may increase the Trustee's obligations without its written consent. The Trustee may resign from its duties hereunder at any time upon written notice delivered to the Church.

**8. Entire Agreement.** This Agreement and the documents referenced herein represent the entire agreement of the parties hereto and supercede any and all prior agreements and understandings of the parties hereto.

**9. Choice of Law; Choice of Forum.** This Agreement shall be governed by and construed in accordance with the laws of the State of New Hampshire without giving effect to any law or principle which would refer enforcement to the laws of any other jurisdiction. Any dispute arising under this Agreement shall be brought and maintained in the courts of the State of New Hampshire and the parties hereby irrevocably submit to the jurisdiction of such courts.

In witness whereof, the parties hereto have duly executed this Trust Agreement as of the date set forth below.

**CHURCH NAME:** \_\_\_\_\_

Signature: \_\_\_\_\_ Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_ Print Name: \_\_\_\_\_

Title: \_\_\_\_\_ Title: \_\_\_\_\_

Date: \_\_\_\_\_

**TRUSTEE: The United Methodist Foundation of the Northeast Inc.**

Signature: \_\_\_\_\_

Name: Rev. Theodore F. Crass

Title: President

Date: \_\_\_\_\_

## TRUST AGREEMENT SCHEDULE A

### AUTHORIZED CONTACT PERSONS:

The following persons are authorized to give written instructions to the Trustee on behalf of the Church:

Primary Contact Person: \_\_\_\_\_ Phone: (\_\_\_\_) \_\_\_\_\_  
Print Name

*Signature:* \_\_\_\_\_ *Email:* \_\_\_\_\_

Address for mailing checks & correspondence: \_\_\_\_\_

\_\_\_\_\_  
City State Zip

Second Contact Person: \_\_\_\_\_ Phone: (\_\_\_\_) \_\_\_\_\_  
Print Name

*Signature:* \_\_\_\_\_ *Email:* \_\_\_\_\_

### Primary Contact Person's Responsibilities

- **Statements, checks, correspondence, etc. are sent *only* to the Primary Contact Person. IF YOU PREFER TO RECEIVE STATEMENTS & VIEW YOUR ACCOUNTS ON-LINE, PLEASE CONTACT MICHAEL P. CHASSE AT EXTENSION 101.** This person has the responsibility to share the information received with all other responsible parties in the church or agency such as the Chairpersons of the Board of Trustees, the Administrative Board, and the Pastor. You are the person we will contact with any questions regarding your invested accounts.
- You communicate to the Foundation the wishes of the church regarding deposits, withdrawals, transfer of funds, investment direction and reallocations, and the like.

### Second Contact Person's Responsibilities

- Withdrawals from accounts or the closeout of an account(s) require **two signatures**. As the Second Contact Person, your responsibility is to review requests for withdrawals and/or closeout of accounts, and to co-sign the same.

## TRUST AGREEMENT SCHEDULE B

### TERMS FOR WITHDRAWAL OF TRUST PROPERTY:

1. The "Authorized Contact Persons" of Church are persons so authorized by the board of trustees or governing body of Church to open and close accounts, make deposits and withdrawals, and conduct the business of Church with the Trustee. **Withdrawals or the closing of an account will require the original signatures of both authorized persons (photocopied signatures are not acceptable).**
2. All checks issued by the Trustee shall be payable to Church and mailed in care of the primary contact person at the address specified in this Agreement.
3. For notices given on or before the last business day of the month, the withdrawal, reallocation or transfer with respect to the Stock Pool or the Fixed Income Pool will be completed by the 3<sup>rd</sup> business day of the month following the giving of the notice. For notices given after the last business day of the month, such steps shall be completed by the 3<sup>rd</sup> business day of the second month following the giving of such notice. Requests for withdrawal from the Money Market Pool will be processed upon receipt.
4. With regard to closeouts of accounts, when such notices are given on or before the last business day of the month, 100% of the account balance will be forwarded after month end valuation is completed. Requests to closeout accounts invested in the Money Market Pool will be processed upon receipt.