



California-Nevada United Methodist Foundation

TRUST AGREEMENT

This Trust Agreement, between _____ **UNITED METHODIST CHURCH,**
_____, _____ Trustor, and California-Nevada United Methodist Foundation,
(city) (state)

Trustee, (a California non-profit corporation and an agency of the California-Nevada Conference of the United Methodist Church) creates a revocable trust for the administration and management of a Fund established by and for the benefit of the Trustor.

Trustor hereby assigns, transfers and delivers to Trustee the trust property described in Schedule A, attached. Trustor agrees to execute such further instruments as shall be necessary to vest Trustee with full title to said property. The receipt of said property is acknowledged by Trustee, which agrees to hold said property, and any property added to this trust, in accordance with the following:

1. **Distributions from Trust.** Trustor shall have the right to receive from Trustee, for use for the purposes for which the Fund was created, such part of the income from the trust property as it may request, including net appreciation (realized and unrealized) in the trust assets.
2. **Investments.** In addition to investments otherwise authorized by law, Trustee (subject to any specific limitations set forth in an applicable gift instrument), may do any of the following:
 - a. Invest in any real or personal property, whether or not it produces a current return, including mortgages, stocks, bonds, debentures, or other securities, shares in or obligations of associations or partnerships and obligations of associations or partnerships and obligations of any government or its subdivisions or instrumentalities.
 - b. Retain property contributed to the Fund.
 - c. Include all or any part of the trust property in any pooled or common trust fund, including a fund maintained by the Trustee or its Investment Manager or Adviser, and including any pooled or common fund of investment companies, mutual funds, common trust funds, investment partnerships, real estate investment trusts, or similar organizations, which funds are commingled and investment determinations and allocations of income and capital appreciation are made by persons other than the Trustee.
 - d. Manage other trusts even though such trusts may have conflicting interests.
 - e. Comingle the funds of trust accounts, so long as Trustee maintains adequate records to reflect the relative interests of trust beneficiaries and so long as the accounting and management is audited by independent certified public accountants chosen by Trustee at least annually to determine that the commingled funds are managed in such a way as to account for the relative interests of all beneficiaries, after utilizing reasonable procedures for allocation of income and expenses.
 - f. Contract with investment advisers, investment counsel, managers, banks, trust companies, legal counsel, accountants or similar persons or organizations, to manage or assist in managing the trust assets.

- g. Institute or participate in any plan of reorganization or consolidation or merger or any proceedings of dissolution and to deposit any stock or securities under any plan of reorganization with any protective committee and to delegate to such committee discretionary powers and to pay a proportionate part of the expenses of such committee and any assessments levied under any such plan.
 - h. Pay, compromise, or contest any claim or other matter directly or indirectly affecting the trust assets.
3. **Allocation of Income.** Subject to any separate agreement as to methods of accounting, the Trustee shall have the right to determine what shall be charged or credited to income and what to principal in any manner which shall fairly and equitably reflect a reasonable allocation between principal and income, including full authority either to amortize or not to amortize bonds purchased at a premium.
 4. **Authority to Act for Trustor.** Trustee may rely upon written instructions or notices from the Trustor's Board of Trustees or any officer or representative which the Trustee reasonably believes is authorized to act for the Trustor.
 5. **Trustee Liability.** Trustee shall not be liable for any loss sustained by the Trustor or the Fund unless caused by the bad faith of an officer of the Trustee
 6. **Power to Modify.** For the purpose of obtaining or retaining tax exemptions or deductions, Trustee may modify this Agreement from time to time by written instrument delivered to Trustor.
 7. **California Law.** Questions concerning the interpretation of the terms and validity of this Trust Agreement and all questions relating to performance hereunder shall be determined in accordance with the laws of the State of California.

IN WITNESS WHEREOF, Trustor and Trustee have executed this agreement in duplicate as of this ____ day of _____, 20__

CAMPBELL UNITED METHODIST CHURCH, TRUSTOR.

By: _____ (Signature) _____ (Title)

By: _____ (Signature) _____ (Title)

By: _____ (Signature) _____ (Title)

CALIFORNIA-NEVADA UNITED METHODIST FOUNDATION, TRUSTEE

By: _____ (Signature) _____ (Title)



TRANSFER OF ASSETS

To the Trust Agreement between

_____ **UNITED METHODIST CHURCH**

_____,
(City)

_____,
(State)

Trustor

and

CALIFORNIA-NEVADA UNITED METHODIST FOUNDATION

Trustee

(date)

_____ The following is deposited with the Trustee for investment

(e.g., stocks, bonds, checks, etc. with description)

1.

2.

3.