

THE HOLY TRINITY GREEK ORTHODOX CHURCH
OF LANSING, MICHIGAN
ENDOWMENT FUND

THIS TRUST AGREEMENT ("Agreement"), made and executed this ___ day of December, 2008, by and between the Holy Trinity Greek Orthodox Church of Lansing, Michigan, (hereinafter referred to as the "Church") and the Trustees of the Holy Trinity Greek Orthodox Church of Lansing, Michigan, Endowment Fund, (hereinafter referred to as "Trustees").

WHEREAS, the Parish Council of the Church has approved the creation and establishment of the Holy Trinity Greek Orthodox Church Endowment Fund (hereinafter referred to as "Fund") upon the terms and conditions as hereinafter set forth for the benefit of the Church.

WHEREAS, in order to effectively manage all contributions to the Fund, the Parish Council has delegated certain powers to the Trustees hereinafter appointed to administer and manage the Fund as hereinafter set forth.

NOW THEREFORE, the Church does hereby, sell, assign, transfer, and set over unto the said Trustees all its right, title, and interest in and to such contributions that have been made or may be made to the Fund, to be held by said Trustees, but in trust only, for the use and benefit of the Church, upon the following terms and conditions:

1. Name. This Trust shall be called the "Holy Trinity Greek Orthodox Church of Lansing, Michigan, Endowment Fund."
2. Purpose of the Fund. The purpose of the Fund is to help secure the financial base of the Church and to provide monies to support the needs and objectives of the Church outside of the responsibilities of annual stewardship including normal and customary operational expenditures. The income earned by the Fund may be used for purposes that enhance the Orthodox Christian Faith of the Church community of Lansing, Michigan.
3. Contributions. The Trustees may receive and accept property whether real, personal or mixed by way of gift, bequest or devise from any person, firm, trust, or corporation, for the following purposes:
 - (a) Endowment Funds - This includes amounts where the donor has specified that the principal may not be expended.
 - (b) Term Endowment Funds - This includes amounts required to be held for a particular period or pending the happening of a particular event, which thereafter will be available for expenditure or discretionary action by the Trustees.
 - (c) Funds Functioning as Endowment - This includes gifts which the donor has not required to be held in perpetuity and the Parish Council has decided that they be treated as endowments.

The Trustees reserve the right to reject any gift, bequest or devise. No gift, bequest or

devise or any such property shall be received and accepted if it is conditioned or limited in any manner as shall require the disposition of the income or its principal other than as specified in this Agreement.

4. Distribution. Income and asset distribution of Endowment and similar funds will be handled as follows:

- (a) If the endowment income is subject to donor restriction as to use, it should be credited as earned revenue to the appropriate account designated by donor. In the event a use provided for by donor restriction ceases to exist or becomes inoperative, endowment income subject to the use restriction shall be distributed at the discretion of the Trustees.
- (b) If the endowment income is not subject to donor-imposed restrictions, it should be credited, as earned, to the appropriate revenue account of a current unrestricted fund.
- (c) Net gains or losses from the sale of specific investment or other property donated to the Church should be accounted for in the specific endowment for which the investment was held.
- (d) When the restrictions on Term Endowment Funds lapse, the remaining resources should be transferred to the unrestricted funds or to a specific restricted fund, according to the terms of the original gift or bequest.
- (e) Funds Functioning as Endowments may, at the discretion of the Parish Council, be withdrawn from the Fund.

5. Investment. Assets of the Fund may be allocated to separate accounts in accord with stated duties and responsibilities of the Trustees. An allocation of income of the investment pool shall be made at least annually to the appropriate income accounts of the Fund groups participating in the pool. Additional investment in the pool of investments shall be allowed only at income allocation dates, thus eliminating fractional period calculations.

6. Powers of Trustees. In administering the Fund, the Trustees shall have all powers conferred by law upon fiduciaries subject to any restrictions thereon imposed by the terms of this Agreement or the terms of a particular gift, bequest, or devise. By way of example and not of limitation, the Trustees shall have the power and are authorized to enter upon and take possession of the trust estate, to collect the income and profits therefrom, and to invest and reinvest the estate in real, personal or mixed assets and/or common trust funds in accordance with their judgment, not being limited by any present or future investment law; to vote in person or by proxy with respect to any and all securities; to retain all property in the form in which the same shall be received or acquired by it without liability for any loss that may be incurred thereby, and without regard to the proportion that any one asset or class of assets may bear to the whole; to allocate between income and principal all receipts and disbursements in accordance with sound trust accounting principles; to sell real or personal property, or both, either for cash or part cash and part deferred payments and at public or private sale; to option, convey, exchange, lease and release for any length of time, mortgage, pledge, partition, plat, subdivide, improve, repair, surrender, abandon or otherwise deal with or dispose of

all of the trust estate, or any part thereof, at such time or times and in such manner, either public or private, and upon such terms and conditions as in the discretion of the Trustees may seem expedient or proper; to borrow money on the general credit of any trust of trusts, or by pledge or mortgage of any of the trust property as security for the repayment thereof, and to renew from time to time any such indebtedness; provided, however, the trust estate shall not be borrowed against unless authorized by at least 75% of the Trustees and upon authorization of 75% of the members of the Parish Council; to prosecute and defend, and in the exercise of its sole discretion which shall be binding on all interested parties, to compromise, settle or abandon claims by or against the trust and the trust estate; to make, execute, and deliver any and all such instruments in writing as shall be necessary and proper to carry out any disposition whatsoever of any trust property; to carry in its name or in the name of its nominee or nominees, and with or without designation of fiduciary capacity, securities or other property requiring or permitting of registration; and in general, but subject to the provisions expressed in this Agreement, to exercise all necessary control over the trust property.

7. Amendment. The Parish Council, by a majority vote of its members at a meeting duly called specifically indicating the purpose of such meeting, shall have the power to modify, construe, or alter this Agreement in any manner; provided, that the Parish Council shall not terminate the Fund or take action contrary to the restrictions imposed on donor restricted endowment funds or the limitations stated in this agreement.

8. Trustees of the Endowment Fund. The Trustees shall consist of six voting members in good standing in accord with membership as defined in the Uniform Regulations of the Archdiocese and Parish Bylaws. The six Trustees shall be selected in the following manner: 4 shall be elected from a slate of candidates nominated at a meeting of the General Assembly; 2 Trustees shall be the Parish Council President and the Parish Council Treasurer or designate. Except as heretofore specified, parishioners are ineligible to serve concurrently as a member of the Parish Council and as a Trustee of the Endowment Fund. The Priest shall be an *ex-officio*, non-voting member. Term of service of each elected member is 5 years. For purposes of continuity, terms of service shall be staggered. A quorum shall consist of a majority of the Trustees eligible to vote.

9. Duties and Responsibilities of Trustees. The Trustees shall have general charge of the affairs, property and assets of the Fund and shall have the duty to carry out the aims and purposes of the Fund and, to this end, to manage and control all of its property and assets in accordance with policies to be established from time to time, by the Trustees and the provisions of this Agreement. The Trustees shall administer the Fund, shall determine and monitor how monies are invested, shall determine the specific use to which the income generated shall be devoted within the purpose of the Fund as set forth in this Agreement. There shall be regular auditing and quarterly reporting to the Parish Council and the General Assembly.

The initial group of parishioners elected and named to serve as Trustees shall draft Policy and Procedures documents which shall include, but not be restricted to,

information about the number of officers, their responsibilities and terms of office, the operational procedures of the Trustees, investment policies, types of investments allowable, level of investment risk, and other information required to carry out their duties and responsibilities. The draft documents shall be submitted to the Parish Council, and in turn, the General Assembly for review.

10. Vacancies. If a position of an elected Trustee should become vacant, the remaining Trustees, by majority vote, shall elect an individual to fulfill the term of the vacating member.

11. Personal Benefit. No personal benefit shall accrue to a Trustee of the Fund.

12. Expenses. Costs incurred in the administration of the Fund are to be paid from the income generated by the Fund investments. Members who incur pre-approved expenses relevant to their responsibilities are to be reimbursed.

13. Transfers. All contributions to the Fund shall be made in writing by an instrument of transfer, will or trust setting forth any restrictions on the use of the contribution. All contributions shall be duly adopted by resolution of the Trustees.

14. Costs. The Trustees shall assess against the income of the Fund, all costs associated with the administration and operation of the Fund.

15. Liability. Except for willful misconduct or malfeasance, no Trustee shall be personally liable for acts done hereunder, or omitted to be done hereunder, or for the making, retention or sale of any investment or reinvestment made as herein provided, or for the failure to invest or reinvest any funds of the Trust or for any loss to or diminution of the Fund.

16. Accounting. At least annually, the Trustees shall prepare a written accounting of the administration of the Fund, which shall be transmitted to the Parish Council, the General Assembly, and filed with the office of the Attorney General of the State of Michigan. The account shall be audited annually by auditors designated by the Church.

17. Termination. The provisions hereinafter set forth shall be in effect and the Trust hereby created shall exist so long as the Church or its duly constituted successor shall continue to operate and exist or unless otherwise terminated as provided by operation of law. If the charter of the Church is terminated or no viable Greek Orthodox Church community is in existence, the disposition of the assets of the Fund, principal and interest, shall be in accord with the "Non-Viable Parishes" article of the *Uniform Parish Regulations* of the Greek Orthodox Archdiocese of America in effect at that time.

18. Governing Law. This Agreement and the Fund hereby created shall be administered and construed in all respects according to the laws of the State of Michigan.

19. Limitation. Notwithstanding anything herein contained to the contrary, the trust principal and the income resulting therefrom shall be administered in such a manner as will at all times preserve the federal income tax exemption pursuant to Section 501 (c) (3) of the Internal Revenue Code of 1954 and any non-profit status granted by the State of Michigan or any other jurisdictions.

IN WITNESS WHEREOF, the Parish Council has caused this Agreement to be signed by its respective officers, duly authorized, and the Trustees, have also signed this Agreement as of the day and year first above written.

WITNESSES:

Parish Council of the Holy Trinity
Greek Orthodox Church, of
Lansing, Michigan

BY:

BY: _____
President

BY:

BY: _____
Secretary

Trustees of the Endowment Fund

BY: _____

BY: _____

BY: _____

BY: _____

BY: _____

BY: _____

**RESOLUTION
PARISH COUNCIL**

NOVEMBER 10. 2008

WHEREAS, Holy Trinity Greek Orthodox Church (the "Church") of 1701 E. Saginaw Street, Lansing, Michigan wishes to encourage major gifts through bequests, charitable remainder and other trust agreements, gifts of securities, property, cash and other contributions, and

WHEREAS, the Church desires to efficiently administer and manage such contributions.

BE IT RESOLVED, that the Church does hereby establish the Holy Trinity Greek Orthodox Church Endowment Fund to receive contributions specifically designated for inclusion in the Endowment Fund.

BE IT FURTHER RESOLVED, that the Church does hereby adopt the Agreement annexed hereto, which, by its terms and conditions, shall govern the aforesaid Endowment Fund.

BE IT FURTHER RESOLVED, that the Parish Council President and Secretary are hereby authorized to execute the aforesaid Agreement.

BE IT FURTHER RESOLVED, that there shall hereby be selected the Trustees of the Endowment Fund for the purpose of administering and managing the Endowment Fund.