

IRREVOCABLE TRUST AGREEMENT

AGREEMENT made on _____ (Date Fund was Established), between the RECTOR, CHURCH WARDENS AND VESTRY OF _____ (Parish/Establishment Name), a Pennsylvania corporation (thereinafter called the Church) and THE CHURCH FOUNDATION, a Pennsylvania corporation and the designated Trustee of the Protestant Episcopal Church in the Diocese of Pennsylvania to hold real and personal property for churches and church-related organizations in the Diocese (hereinafter called the Trustee):

WITNESSETH

FIRST: The Church hereby transfers the property set forth on the attached Schedule A to the Trustee, in trust, to be held by said Trustee as the _____ (Fund Name) for the purposes of providing income for the _____ (Fund Purpose/Restrictions)

SECOND: The Trustee shall keep said property invested and shall pay a payout distribution to the Church or its authorized representative in accordance with such instructions as may be given to the Trustee in writing by the duly authorized representative of the Church, without liability on the part of the Trustee to see to the proper use thereof by the Church. The term “payout distribution” shall mean the annual spending rate as determined by Trustee for all applicable funds under its administration.

THIRD: If the Church shall at any time not be maintained in accordance with the doctrine, discipline and worship of the Protestant Episcopal Church in the Diocese of Pennsylvania, or if the Church shall become incapable of corporate action through loss of membership or otherwise, or if in the determination of the Standing Committee and the Ecclesiastical Authority, the Church has in fact discontinued the normal exercise of corporate functions, the trustee shall apply the principal and income as the Ecclesiastical Authority and Board of Trustees of the Diocese of Pennsylvania shall direct in accordance with the Canons of the Diocese.

FOURTH: The Church gives the Trustee the following powers which the Trustee may exercise in its absolute discretion without obtaining court approval:

(A) To retain and invest in such forms of property as are authorized investments for fiduciaries under Chapter 73 of Pennsylvania Probate, Estates and Fiduciaries Code, and any amendment thereto, including, without limitation, investment of all or any part of the principal in the Consolidated Fund or any other similar fund maintained and managed by the Trustee, without any liability for losses from investments made in accordance with this Paragraph A.

(B) To sell and convey any real estate received from the Church, and to invest the proceeds in accordance with this item FOURTH.

FIFTH: This Agreement is declared to be irrevocable under the terms of FIRST item.

IN WITNESS WHEREOF, the Church and the Trustee have caused this Trust Agreement to be executed each by its proper officer, and their corporate seals affixed, duly attested, that day and year first above written.

The parties hereto have signed this Trust Agreement on the _____ day of _____, _____. (Date of Signatures)

ATTEST: _____ (Parish/Establishment Name)

_____ By: _____

The parties hereto have signed this Trust Agreement on the _____ day of _____, _____.

ATTEST: _____ THE CHURCH FOUNDATION

_____ Assistant Secretary By: _____ Executive Director

SCHEDULE A

Cash.....\$ (Initial Deposit Amount)