#### TWK

#### Standard Form Disaffiliation Agreement-Name Conference

As mandated by ¶ 2553

#### DISAFFILIATION AGREEMENT PURSUANT TO ¶ 2553

	This Disaff	filiation Agree	ement Pursuant to	¶ 2553 ("Disaffiliat	ion Agre	eement") is	entered
into thi	s <u>22nd</u>	day of	April	<u>, 2022,</u> by and be	tween_	Center UN	1C
("Local	Church")	and TN Wes	stern KY (TWK)	Conference of the	United	Methodist	Church
("Annu	al Conferer	nce'').					

WHEREAS, Local Church is a United Methodist church within the boundaries of Annual Conference:

WHEREAS, Local Church has held a church conference, in compliance with ¶¶ 246.8, 248, and 2553.2-.3 of *The Book of Discipline of The United Methodist Church* ("Discipline"), at which at least two-thirds (2/3) of the professing members present at the church conference of Local Church voted to disaffiliate from The United Methodist Church "for reasons of conscience regarding a change in the requirements and provisions of the *Book of Discipline* related to the practice of homosexuality or the ordination or marriage of self-avowed practicing homosexuals as resolved and adopted by the 2019 General Conference, or the actions or inactions of its annual conference related to these issues which follow."

WHEREAS, pursuant to ¶ 2501.1 of the *Discipline*, Local Church holds its real and personal, tangible and intangible property "in trust for The United Methodist Church and subject to the provisions of its *Discipline*."

WHEREAS, property subject to ¶ 2501.1 "can be released from the trust, transferred free of trust or subordinated to the interests of creditors and other third parties only to the extent authority is given by the *Discipline*." (¶ 2501.2)

WHEREAS, ¶ 2553 provides a specific circumstance in which property subject to ¶ 2501.1 can be released from the trust imposed by that paragraph.

WHEREAS, ¶ 2553.4 requires the terms and conditions of Local Church's disaffiliation from The United Methodist Church to be "memorialized in a binding Disaffiliation Agreement."

WHEREAS, Local Church and Annual Conference wish to (1) resolve all matters between them, and Local Church wishes to acquire from Annual Conference all of Annual Conference's interest, on behalf of The United Methodist Church, in the real and personal, tangible and intangible property held by Local Church and (2) comply with the requirements of ¶ 2553 and Judicial Council *Decision* 1379.

NOW, THEREFORE, in consideration of the foregoing and all the mutual covenants herein contained, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Local Church and Annual Conference agree as follows:

# 1. Conditions Precedent. Local Church and Annual Conference acknowledge and agree:

- a. Church Conference Vote. At least two-thirds (2/3) of the professing members present at a church conference of Local Church must vote to disaffiliate from The United Methodist Church "for reasons of conscience regarding a change in the requirements and provisions of the Book of Discipline related to the practice of homosexuality or the ordination or marriage of self-avowed practicing homosexuals as resolved and adopted by the 2019 General Conference, or the actions or inactions of its annual conference related to these issues which follow." Local Church must provide documentation, to the satisfaction of Annual Conference, which evidences the result of the disaffiliation vote taken at the church conference. Such documentation must be certified by an authorized officer of Local Church and shall be included as EXHIBIT A to this Disaffiliation Agreement.
- b. *Annual Conference Vote*. This Disaffiliation Agreement must be "ratified by a simple majority of the members . . . present and voting" at a duly-called session of Annual Conference, as required by Judicial Council *Decision* 1379 and ¶ 2529.1*b*(3).

Should either of the above not occur, this Disaffiliation Agreement shall immediately become null and void.

- 2. <u>Applicability of ¶ 2501</u>. Local Church acknowledges and agrees that pursuant to ¶ 2501 of the *Discipline*, Local Church holds all property, real and personal, tangible and intangible, in trust for the benefit of The United Methodist Church.
- 3. <u>Date of Disaffiliation</u>. Should Local Church timely comply with all of its obligations as set forth herein, Local Church's disaffiliation from The United Methodist Church will be effective on (20, 20), 20) ("Disaffiliation Date"). Such Disaffiliation Date must be subsequent to the Annual Conference's ratification referenced in Section 1 above.
- 4. <u>Local Church's Obligations</u>. Unless a different date is specified, Local Church shall, by no later than the Disaffiliation Date, do the following:
  - a. *Payments*. Prior to the Disaffiliation Date, Local Church shall pay to Annual Conference, in a manner specified by Annual Conference, the following:
    - i. Local Church shall have the right to retain its real and personal, tangible and intangible property without charge. Any costs relating to Local Church's retention of its property will be borne by Local Church.
    - ii. Any unpaid current year Connectional Commitment based on the Annual Conference approved formula, totaling 4,818.50 (-3,684);
    - iii. An additional twelve (12) months of Connectional Commitment based on the Annual Conference approved formula, totaling <u>4,542.00</u>;
    - iv. Any past due Direct Bill Pension or Health Insurance payments
    - v. An amount equal to Local Church's pro rata share, based on a ratio of church's Connectional Commitment to the current year's budget, of Annual Conference's unfunded pension obligations, based on the Annual Conference's aggregate funding obligations as determined by the General Board of Pension and Health Benefits using market factors similar to a commercial annuity provider, totaling \_\_20,389.00\_\_\_\_\_;
  - b. *Other Liabilities*. Local Church shall either satisfy all of its debts, loans, and liabilities, or assign or transfer such obligations to its new entity. Such debts, loans and liabilities,

and the disposition thereof, are listed in EXHIBIT B to this Agreement. Local Church must provide sufficient documentation of same to Annual Conference. Notwithstanding whether any such liability is disclosed in EXHIBIT B, all liabilities of Local Church shall remain liabilities of Local Church's new entity and shall not become liabilities of Annual Conference.

- c. *Intellectual Property*. Local Church shall cease all use of "United Methodist," the Cross & Flame insignia, and any other intellectual property of the denomination and Annual Conference, including the removal of all signage containing the same."
- d. *Group Tax Exemption Ruling*. As of the Disaffiliation Date, Local Church shall cease to use, and also shall ensure that any affiliates of Local Church which have been included in the group tax exemption ruling shall cease to use, any and all documentation stating that Local Church is included in the denomination's group tax exemption ruling administered by the General Council on Finance and Administration of The United Methodist Church. Local Church and any of its affiliates which have been included in the group tax exemption ruling will be removed as of the Disaffiliation Date.
- 5. Organizational Transition. Local Church shall take all steps necessary to close and/or dissolve any legal entities and to settle, liquidate, or transfer all assets and obligations of such entities, or to establish any new legal entities, or to modify its current organizing documents, as needed to effectuate its disaffiliation from The United Methodist Church to the satisfaction of Annual Conference. Local Church shall indemnify, defend, and hold harmless Annual Conference and its officers, directors, agents, and employees from any liability or costs (including reasonable attorney fees) resulting from any claim, action, or cause of action for damages to persons or property resulting from Local Church's failure to take all necessary steps as required by this Section 5.
- 6. <u>Property</u>. On the Disaffiliation Date, Local Church will have full ownership of the property and assets listed in EXHIBIT B to this Agreement. The parties shall ensure all necessary transfers or other transactions relating to the above properties are completed prior to the Disaffiliation Date. Any costs resulting from such transfers or other transactions shall be borne by Local Church. Annual Conference shall fully cooperate with Local Church, as needed and applicable, to ensure that such transfers and other transactions convey all of Annual Conference's interest both for

itself and on behalf of The United Methodist Church - in the real and personal, tangible and intangible property of Local Church.

- 7. Release of Claims. Upon the completion of all of their respective obligations herein, Annual Conference and Local Church, for themselves and their agents, representatives, members, trustees, employees, successors, attorneys, and assigns, hereby fully and forever covenant not to sue each other, and release and discharge each other, and their current and former trustees, officers, representatives, employees, and assigns, in both their official and individual capacities, from any liability for any and all causes of action and claims, including any statutory or common law cause of action, tort or contractual claims, any claims for attorneys' fees, expenses and all other damages, whether known or unknown, foreseen or unforeseen, which Annual Conference or Local Church ever had, now has, hereafter may have or claim to have against any of the above-named entities or persons in any way arising out of their relationship with each other. The parties further represent they have no pending lawsuit, charge, complaint, or other action against each other. Notwithstanding the foregoing releases and covenants not to sue, the parties may take action to enforce this Disaffiliation Agreement in any court where jurisdiction and venue are proper.
- 8. Time Limit. Should the Local Church fail to satisfy all of its obligations set forth herein by December 31, 2023, this Disaffiliation Agreement shall be null and void.
- 9. Continuing as Plan Sponsor. Nothing in this Disaffiliation Agreement shall prevent Local Church, after the Disaffiliation Date, from continuing to sponsor benefit plans from the General Board of Pension and Health Benefits (Wespath) to the extent permitted by federal law, and provided that Local Church has not expressly resolved that it no longer shares common religious bonds with The United Methodist Church.
- 10. Non-Severability. Each of the terms of this Disaffiliation Agreement is a material and integral part hereof. Should any provision of this Disaffiliation Agreement be held unenforceable or contrary to law, the entire Disaffiliation Agreement shall be deemed null and void.

Representatives of the Local Church

Chair, Administrative Board

Red P. Walter Chair, Board of Trustees

Date 4/22/22
Date 4-22-3022

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Representatives of the Annual Con		
Cyrothia Dais	District Superintendent	Date 4/22/22
OR the	Authorized Member, Board of ]	Frustees Date <u>6-1-202</u>

## EXHIBIT A TO DISAFFILIATION AGREEEMENT

# OFFICER'S CERTIFICATE OF THE DISAFFILIATION VOTE OF THE

MEMBERS OF THE	CENTER	UNITED N	METHODIST CHU	RCH
designee of Center Church members that was tak Paragraph 2553 of the Book of	en to disaffiliate	from the United	d Methodist Churc	
I can certify that the fol	lowing events tra	nspired as descri	ibed:	
April ZZ ZOZ notice as required by the Book	Council and Z, at a meeting of Discipline.	members g duly called by	of the Church the District Superi	n met on ntendent after
United Methodist Church subj	ect to the provisi	on of Paragraph	whether to disaffi 2553 of the <i>Book</i> voted "Yes,"	of Discipline.
and <b>Z</b> abstained.	Copies of the ba	illots are availab	le for inspection up	on request.
		J	18-	
			AUTHORIZED D	ESIGNEE

## **EXHIBIT B TO DISAFFILIATION AGREEEMENT** LIST OF ASSETS TO BE TRANSFERRED AND LIABILITIES TO BE **ASSUMED**

## **CENTER UNITED METHODIST CHURCH**

<b>REAL PROPERTY:</b>	Address, Deed	d Book/Page and	Use (i.e.,	church	building,	parsonage,
cemetery etc.) of Rea	Property to be t	ransferred (Attac	h copies of	f deeds	or survey	containing
property description.	f multiple proper	ties, attached a lis	t on a sepa	rate shee	et.)	

property description. If r	multiple properties, attached a list on a separate sheet.)
	3932 Edgewood Road Newbern, TN 38059
BANK/FINANCIAL AG be released.	CCOUNTS: List bank and type of each account in which trust clause is
PERSONAL PROPERT	ΓY: Trust clause is to be released in:
	All personal property, other than property bearing "United Methodist Church" or the Cross and Flame
	X All personal property, with the exception of the following:
	(List any property that will be retained by the Annual Conference)
	IES (FOR EACH, PROVIDE PROOF OF SATISFACTION OF SFER OF LIABILITY TO SUCCESSOR ENTITY):
MORTGAGES:	NA
SECURED/UNSECURE	D NOTES:
	NDING LITIGATION
	• •
	: <u>RONNIE WEATHERLY, ERMA JEAN WEBB, SHANE KING,</u> ERRYE HOBBS, BEVERLY WEATHERLY
(IF CORPORATION, PI	ROVIDE CORPORATE NAME. IF UNINCORPORATED ENTITY,
PROVIDE NAMES OF	TRUSTEES IN WHOSE NAME TRANSFER SHOULD BE MADE)
I CERTIFY THAT THE	E INFORMATION PROVIDED ABOVE IS TRUE AND CORRECT
	KNOWLEDGE, INFORMATION AND BELIEF.

# <u>Standard Form Disaffiliation Agreement-Tennessee-Western Kentucky Conference</u> As mandated by ¶ 2553

#### DISAFFILIATION AGREEMENT PURSUANT TO ¶ 2553

This Disaffiliation Agreement Pursuant to ¶ 2553 ("Disaffiliation Agreement") is entered into this <u>18th</u> day of <u>May</u>, 2022, by and between <u>Concord\_UMC</u> ("Local Church") and <u>The Tennessee-Western Kentucky</u> Conference of the United Methodist Church ("Annual Conference").

WHEREAS, Local Church is a United Methodist church within the boundaries of Annual Conference;

WHEREAS, Local Church has held a church conference, in compliance with ¶¶ 246.8, 248, and 2553.2-.3 of *The Book of Discipline of The United Methodist Church* ("Discipline"), at which at least two-thirds (2/3) of the professing members present at the church conference of Local Church voted to disaffiliate from The United Methodist Church "for reasons of conscience regarding a change in the requirements and provisions of the *Book of Discipline* related to the practice of homosexuality or the ordination or marriage of self-avowed practicing homosexuals as resolved and adopted by the 2019 General Conference, or the actions or inactions of its annual conference related to these issues which follow."

WHEREAS, pursuant to ¶ 2501.1 of the *Discipline*, Local Church holds its real and personal, tangible and intangible property "in trust for The United Methodist Church and subject to the provisions of its *Discipline*."

WHEREAS, property subject to ¶ 2501.1 "can be released from the trust, transferred free of trust or subordinated to the interests of creditors and other third parties only to the extent authority is given by the *Discipline*." (¶ 2501.2)

WHEREAS, ¶ 2553 provides a specific circumstance in which property subject to ¶ 2501.1 can be released from the trust imposed by that paragraph.

WHEREAS, ¶ 2553.4 requires the terms and conditions of Local Church's disaffiliation from The United Methodist Church to be "memorialized in a binding Disaffiliation Agreement."

WHEREAS, Local Church and Annual Conference wish to (1) resolve all matters between them, and Local Church wishes to acquire from Annual Conference all of Annual Conference's interest, on behalf of The United Methodist Church, in the real and personal, tangible and intangible property held by Local Church and (2) comply with the requirements of ¶ 2553 and Judicial Council *Decision* 1379.

NOW, THEREFORE, in consideration of the foregoing and all the mutual covenants herein contained, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Local Church and Annual Conference agree as follows:

#### 1. Conditions Precedent. Local Church and Annual Conference acknowledge and agree:

- a. Church Conference Vote. At least two-thirds (2/3) of the professing members present at a church conference of Local Church must vote to disaffiliate from The United Methodist Church "for reasons of conscience regarding a change in the requirements and provisions of the Book of Discipline related to the practice of homosexuality or the ordination or marriage of self-avowed practicing homosexuals as resolved and adopted by the 2019 General Conference, or the actions or inactions of its annual conference related to these issues which follow." Local Church must provide documentation, to the satisfaction of Annual Conference, which evidences the result of the disaffiliation vote taken at the church conference. Such documentation must be certified by an authorized officer of Local Church and shall be included as EXHIBIT A to this Disaffiliation Agreement.
- b. *Annual Conference Vote*. This Disaffiliation Agreement must be "ratified by a simple majority of the members . . . present and voting" at a duly-called session of Annual Conference, as required by Judicial Council *Decision* 1379 and ¶ 2529.1*b*(3).

Should either of the above not occur, this Disaffiliation Agreement shall immediately become null and void.

- 2. <u>Applicability of ¶ 2501</u>. Local Church acknowledges and agrees that pursuant to ¶ 2501 of the *Discipline*, Local Church holds all property, real and personal, tangible and intangible, in trust for the benefit of The United Methodist Church.
- 3. <u>Date of Disaffiliation</u>. Should Local Church timely comply with all of its obligations as set forth herein, Local Church's disaffiliation from The United Methodist Church will be effective on <u>June 30</u>, 2022 ("Disaffiliation Date"). Such Disaffiliation Date must be subsequent to the Annual Conference's ratification referenced in Section 1 above.
- 4. <u>Local Church's Obligations</u>. Unless a different date is specified, Local Church shall, by no later than the Disaffiliation Date, do the following:
  - a. *Payments*. Prior to the Disaffiliation Date, Local Church shall pay to Annual Conference, in a manner specified by Annual Conference, the following:
    - Local Church shall have the right to retain its real and personal, tangible and intangible property without charge. Any costs relating to Local Church's retention of its property will be borne by Local Church.
    - ii. Any unpaid current year Connectional Commitment based on the Annual Conference approved formula, totaling  $\underline{\$0}$ ; 2,607 4-3,097
    - iii. An additional twelve (12) months of Connectional Commitment based on the Annual Conference approved formula, totaling \$\frac{\$490.00}{980};
    - iv. Any past due Direct Bill Pension or Health Insurance payments \_\_\_<u>\$0</u>\_\_\_
    - v. An amount equal to Local Church's pro rata share, based on a ratio of church's Connectional Commitment to the current year's budget, of Annual Conference's unfunded pension obligations, based on the Annual Conference's aggregate funding obligations as determined by the General Board of Pension and Health Benefits using market factors similar to a commercial annuity provider, totaling \$4,399 ; TOTAL DUE \$4,889
  - b. *Other Liabilities*. Local Church shall either satisfy all of its debts, loans, and liabilities, or assign or transfer such obligations to its new entity. Such debts, loans and liabilities,

and the disposition thereof, are listed in EXHIBIT B to this Agreement. Local Church must provide sufficient documentation of same to Annual Conference. Notwithstanding whether any such liability is disclosed in EXHIBIT B, all liabilities of Local Church shall remain liabilities of Local Church's new entity and shall not become liabilities of Annual Conference.

- c. *Intellectual Property*. Local Church shall cease all use of "United Methodist," the Cross & Flame insignia, and any other intellectual property of the denomination and Annual Conference, including the removal of all signage containing the same."
- d. *Group Tax Exemption Ruling*. As of the Disaffiliation Date, Local Church shall cease to use, and also shall ensure that any affiliates of Local Church which have been included in the group tax exemption ruling shall cease to use, any and all documentation stating that Local Church is included in the denomination's group tax exemption ruling administered by the General Council on Finance and Administration of The United Methodist Church. Local Church and any of its affiliates which have been included in the group tax exemption ruling will be removed as of the Disaffiliation Date.
- 5. Organizational Transition. Local Church shall take all steps necessary to close and/or dissolve any legal entities and to settle, liquidate, or transfer all assets and obligations of such entities, or to establish any new legal entities, or to modify its current organizing documents, as needed to effectuate its disaffiliation from The United Methodist Church to the satisfaction of Annual Conference. Local Church shall indemnify, defend, and hold harmless Annual Conference and its officers, directors, agents, and employees from any liability or costs (including reasonable attorney fees) resulting from any claim, action, or cause of action for damages to persons or property resulting from Local Church's failure to take all necessary steps as required by this Section 5.
- 6. <u>Property</u>. On the Disaffiliation Date, Local Church will have full ownership of the property and assets listed in EXHIBIT B to this Agreement. The parties shall ensure all necessary transfers or other transactions relating to the above properties are completed prior to the Disaffiliation Date. Any costs resulting from such transfers or other transactions shall be borne by Local Church. Annual Conference shall fully cooperate with Local Church, as needed and applicable, to ensure that such transfers and other transactions convey all of Annual Conference's interest both for

itself and on behalf of The United Methodist Church – in the real and personal, tangible and intangible property of Local Church.

- 7. Release of Claims. Upon the completion of all of their respective obligations herein, Annual Conference and Local Church, for themselves and their agents, representatives, members, trustees, employees, successors, attorneys, and assigns, hereby fully and forever covenant not to sue each other, and release and discharge each other, and their current and former trustees, officers, representatives, employees, and assigns, in both their official and individual capacities, from any liability for any and all causes of action and claims, including any statutory or common law cause of action, tort or contractual claims, any claims for attorneys' fees, expenses and all other damages, whether known or unknown, foreseen or unforeseen, which Annual Conference or Local Church ever had, now has, hereafter may have or claim to have against any of the above-named entities or persons in any way arising out of their relationship with each other. The parties further represent they have no pending lawsuit, charge, complaint, or other action against each other. Notwithstanding the foregoing releases and covenants not to sue, the parties may take action to enforce this Disaffiliation Agreement in any court where jurisdiction and venue are proper.
- 8. Time Limit. Should the Local Church fail to satisfy all of its obligations set forth herein by December 31, 2023, this Disaffiliation Agreement shall be null and void.
- 9. Continuing as Plan Sponsor. Nothing in this Disaffiliation Agreement shall prevent Local Church, after the Disaffiliation Date, from continuing to sponsor benefit plans from the General Board of Pension and Health Benefits (Wespath) to the extent permitted by federal law, and provided that Local Church has not expressly resolved that it no longer shares common religious bonds with The United Methodist Church.
- 10. Non-Severability. Each of the terms of this Disaffiliation Agreement is a material and integral part hereof. Should any provision of this Disaffiliation Agreement be held unenforceable or contrary to law, the entire Disaffiliation Agreement shall be deemed null and void.

Representatives of the Local Church

Chair, Administrative Board

Chair, Board of Trustees

Date  $\frac{\text{May } 18, 2022}{\text{Date } 5-18-22}$ 

Representatives of the Annual Con	nference	
Cyrithia Davis		Date May 18,2022
	Authorized Member, Board of	Trustees Date

## EXHIBIT A TO DISAFFILIATION AGREEEMENT

# OFFICER'S CERTIFICATE OF THE DISAFFILIATION VOTE OF THE

MEMBERS OF THE	<u>Concord</u>	UNITED METHOD	IST CHURCH
I, <u>Carrie</u> Redesignee of <u>Concord</u> Unimembers that was taken to disaff 2553 of the <i>Book of Discipline of</i>	ted Methodist Chur iliate from the Unit	ted Methodist Church pr	e vote of the Church
I can certify that the follow	wing events transpir	red as described:	
1. The Church Council 18th, 2022 at 4PM, at a meet required by the Book of Disciplination	ting duly called by	f the Church met on the District Superinter	
2. There were <u>I</u> United Methodist Church subject O voted "No;" ag and O abstained. O	to the provision ogainst disaffiliation;	f Paragraph 2553 of thevoted "	Book of Discipline. 'Yes," to disaffiliate;
and <u>o</u> abstained. C	copies of the banots	Carrie Red	AONA
,		OFFICER/AUTHORIZ	ZED DESIGNEE

# EXHIBIT B TO DISAFFILIATION AGREEEMENT LIST OF ASSETS TO BE TRANSFERRED AND LIABILITIES TO BE ASSUMED

#### CONCORD UNITED METHODIST CHURCH

**REAL PROPERTY**: Address, Deed Book/Page and Use (i.e., church building, parsonage, cemetery etc.) of Real Property to be transferred (Attach copies of deeds or survey containing property description. If multiple properties, attached a list on a separate sheet.)

property description. If multi	iple properties, attached a list on a separate sheet.)
	3715 Concord Road, Gates TN 38037
BANK/FINANCIAL ACCO be released.	<b>DUNTS</b> : List bank and type of each account in which trust clause is
PERSONAL PROPERTY:	Trust clause is to be released in:
	All personal property, other than property bearing "United Methodist Church" or the Cross and Flame
	X All personal property, with the exception of the following:
	(List any property that will be retained by the Annual Conference)
	(FOR EACH, PROVIDE PROOF OF SATISFACTION OF OF LIABILITY TO SUCCESSOR ENTITY):
MORTGAGES:	Mone-
	W.
SECURED/UNSECURED N	OTES: / The
THREATENED OR PENDI	NG LITIGATION: Kome
SUCCESSOR ENTI James W. Criner, 3	TY: Jr. Jeft McNeill, Steve Stanley
(IE CODDODATION DOOR	/IDE CORPORATE NAME. IF UNINCORPORATED ENTITY,
	JSTEES IN WHOSE NAME TRANSFER SHOULD BE MADE)

I CERTIFY THAT THE INFORMATION PROVIDED ABOVE IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE, INFORMATION AND BELIEF.

OFFICER/AUTHORIZED DESIGNEE

#### DISAFFILIATION AGREEMENT PURSUANT TO ¶ 2553

This Disaffiliation Agreement Pursuant to ¶ 2553 ("Disaffiliation Agreement") is entered into this 21 24 day of March, 2022, by and between Cypress ("Local Church") and Tennessee-Western Kentucky Conference of the United Methodist Church ("Annual Conference").

WHEREAS, Local Church is a United Methodist church within the boundaries of Annual Conference;

WHEREAS, Local Church has held a church conference, in compliance with ¶¶ 246.8, 248, and 2553.2-.3 of *The Book of Discipline of The United Methodist Church* ("Discipline"), at which at least two-thirds (2/3) of the professing members present at the church conference of Local Church voted to disaffiliate from The United Methodist Church "for reasons of conscience regarding a change in the requirements and provisions of the *Book of Discipline* related to the practice of homosexuality or the ordination or marriage of self-avowed practicing homosexuals as resolved and adopted by the 2019 General Conference, or the actions or inactions of its annual conference related to these issues which follow."

WHEREAS, pursuant to ¶ 2501.1 of the *Discipline*, Local Church holds its real and personal, tangible and intangible property "in trust for The United Methodist Church and subject to the provisions of its *Discipline*."

WHEREAS, property subject to ¶ 2501.1 "can be released from the trust, transferred free of trust or subordinated to the interests of creditors and other third parties only to the extent authority is given by the *Discipline*." (¶ 2501.2)

WHEREAS, ¶ 2553 provides a specific circumstance in which property subject to ¶ 2501.1 can be released from the trust imposed by that paragraph.

WHEREAS, ¶ 2553.4 requires the terms and conditions of Local Church's disaffiliation from The United Methodist Church to be "memorialized in a binding Disaffiliation Agreement."

WHEREAS, Local Church and Annual Conference wish to (1) resolve all matters between them, and Local Church wishes to acquire from Annual Conference all of Annual Conference's interest,

ø

on behalf of The United Methodist Church, in the real and personal, tangible and intangible property held by Local Church and (2) comply with the requirements of \$ 2553 and Judicial Council Decision 1379.

NOW, THEREFORE, in consideration of the foregoing and all the mutual covenants herein contained, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Local Church and Annual Conference agree as follows:

- 1. Conditions Precedent. Local Church and Annual Conference acknowledge and agree:
  - a. Church Conference Vote. At least two-thirds (2/3) of the professing members present at a church conference of Local Church must vote to disaffiliate from The United Methodist Church "for reasons of conscience regarding a change in the requirements and provisions of the Book of Discipline related to the practice of homosexuality or the ordination or marriage of self-avowed practicing homosexuals as resolved and adopted by the 2019 General Conference, or the actions or inactions of its annual conference related to these issues which follow." Local Church must provide documentation, to the satisfaction of Annual Conference, which evidences the result of the disaffiliation vote taken at the church conference. Such documentation must be certified by an authorized officer of Local Church and shall be included as EXHIBIT A to this Disaffiliation Agreement.
  - b. Annual Conference Vote. This Disaffiliation Agreement must be "ratified by a simple majority of the members . . . present and voting" at a duly-called session of Annual Conference, as required by Judicial Council Decision 1379 and ¶ 2529.1b(3).

Should either of the above not occur, this Disaffiliation Agreement shall immediately become null and void.

- 2. Applicability of ¶ 2501. Local Church acknowledges and agrees that pursuant to ¶ 2501 of the *Discipline*, Local Church holds all property, real and personal, tangible and intangible, in trust for the benefit of The United Methodist Church.
- 3. <u>Date of Disaffiliation</u>. Should Local Church timely comply with all of its obligations as set forth herein, Local Church's disaffiliation from The United Methodist Church will be effective on

June 30, 2022 ("Disaffiliation Date"). Such Disaffiliation Date must be subsequent to the Annual Conference's ratification referenced in Section 1 above. Notwithstanding that the Disaffiliation Date shall not occur until after Annual Conference's ratification, the parties agree that upon Local Church's completion of its local church conference vote and execution of this Agreement by Local Church's authorized representative, neither Annual Conference nor the Bishop for the Episcopal area shall have any obligation to appoint clergy to Local Church, nor shall Local Church have any obligation to accept clergy so appointed, and Local Church shall be, from said date, solely responsible for selection and supervision of its own clergy.

- 4. <u>Local Church's Obligations</u>. Unless a different date is specified, Local Church shall, by no later than the Disaffiliation Date, do the following:
  - a. Payments. Prior to the Disaffiliation Date, Local Church shall pay to Annual Conference, in a manner specified by Annual Conference, the following:
    - i. Local Church shall have the right to retain its real and personal, tangible and intangible property without charge. Any costs relating to Local Church's retention of its property will be borne by Local Church.
    - ii. Any unpaid current year Connectional Commitment based on the Annual Conference approved formula, totaling \$4,201.50, less any additional connectional commitment payments made between the date of execution of this Agreement and the Disaffiliation Date.
    - iii. An additional twelve (12) months of Connectional Commitment based on the Annual Conference approved formula, totaling \$16,806.00;
    - iv. Past due Direct Bill Pension or Health Insurance payments, totaling \$0.
    - v. An amount equal to Local Church's pro rata share, based on a ratio of church's Connectional Commitment to the current year's budget, of Annual Conference's unfunded pension obligations, based on the Annual Conference's aggregate funding obligations as determined by the General Board of Pension and Health Benefits using market factors similar to a commercial annuity provider, totaling \$75,441.00;

- b. Other Liabilities. Local Church shall either satisfy all of its debts, loans, and liabilities, or assign or transfer such obligations to its new entity. Such debts, loans and liabilities, and the disposition thereof, are listed in EXHIBIT B to this Agreement. Local Church must provide sufficient documentation of same to Annual Conference. Notwithstanding whether any such liability is disclosed in EXHIBIT B, all liabilities of Local Church shall remain liabilities of Local Church's new entity and shall not become liabilities of Annual Conference.
- c. Intellectual Property. Local Church shall cease all use of "United Methodist," the Cross & Flame insignia, and any other intellectual property of the denomination and Annual Conference, including the removal of all signage containing the same."
- d. Group Tax Exemption Ruling. As of the Disaffiliation Date, Local Church shall cease to use, and also shall ensure that any affiliates of Local Church which have been included in the group tax exemption ruling shall cease to use, any and all documentation stating that Local Church is included in the denomination's group tax exemption ruling administered by the General Council on Finance and Administration of The United Methodist Church. Local Church and any of its affiliates which have been included in the group tax exemption ruling will be removed as of the Disaffiliation Date.
- 5. Organizational Transition. Local Church shall take all steps necessary to close and/or dissolve any legal entities and to settle, liquidate, or transfer all assets and obligations of such entities, or to establish any new legal entities, or to modify its current organizing documents, as needed to effectuate its disaffiliation from The United Methodist Church to the satisfaction of Annual Conference. Local Church shall indemnify, defend, and hold harmless Annual Conference and its officers, directors, agents, and employees from any liability or costs (including reasonable attorney fees) resulting from any claim, action, or cause of action for damages to persons or property resulting from Local Church's failure to take all necessary steps as required by this Section 5.
- 6. <u>Property</u>. On the Disaffiliation Date, Local Church will have full ownership of the property and assets listed in EXHIBIT B to this Agreement. The parties shall ensure all necessary transfers or other transactions relating to the above properties are completed prior to the Disaffiliation Date. The real property shall be conveyed to Local Church by quitclaim deed on or before the

Disaffiliation Date, but in no event prior to approval by Conference at its June, 2022 session. Any costs resulting from such transfers or other transactions shall be borne by Local Church. Annual Conference shall fully cooperate with Local Church, as needed and applicable, to ensure that such transfers and other transactions convey all of Annual Conference's interest—both for itself and on behalf of The United Methodist Church—in the real and personal, tangible and intangible property of Local Church.

- 7. Release of Claims. Upon the completion of all of their respective obligations herein, Annual Conference, Local Church, for themselves and their agents, representatives, members, trustees, employees, successors, attorneys, and assigns, hereby fully and forever covenant not to sue each other, and release and discharge each other, and their current and former trustees, officers, representatives, employees, and assigns, in both their official and individual capacities, from any liability for any and all causes of action and claims, including any statutory or common law cause of action, tort or contractual claims, any claims for attorneys' fees, expenses and all other damages, whether known or unknown, foreseen or unforeseen, which Annual Conference or Local Church ever had, now has, hereafter may have or claim to have against any of the above-named entities or persons in any way arising out of their relationship with each other. The parties further represent they have no pending lawsuit, charge, complaint, or other action against each other. Notwithstanding the foregoing releases and covenants not to sue, the parties may take action to enforce this Disaffiliation Agreement in any court where jurisdiction and venue are proper.
- 8. <u>Time Limit</u>. Should the Local Church fail to satisfy all of its obligations set forth herein by December 31, 2023, this Disaffiliation Agreement shall be null and void.
- 9. <u>Continuing as Plan Sponsor</u>. Nothing in this Disaffiliation Agreement shall prevent Local Church, after the Disaffiliation Date, from continuing to sponsor benefit plans from the General Board of Pension and Health Benefits (Wespath) to the extent permitted by federal law, and provided that Local Church has not expressly resolved that it no longer shares common religious bonds with The United Methodist Church.
- 10. Non-Severability. Each of the terms of this Disaffiliation Agreement is a material and integral part hereof. Should any provision of this Disaffiliation Agreement be held unenforceable or contrary to law, the entire Disaffiliation Agreement shall be deemed null and void.

representatives of the Focal Church	
Chair, Administrative Board  Chair, Board of Trustees	Date 3/20/22  Date 3/20/22
Representatives of the Annual Conference  September 1 District Superintendent  Raul B. Degie Authorized Member, Board of	Date $4/8/22$ Trustees Date

#### **EXHIBIT A TO DISAFFILIATION AGREEEMENT**

# OFFICER'S CERTIFICATE OF THE DISAFFILIATION VOTE OF THE

MEMBERS OF THE	Cypress	UNITED METHODIST	T CHURCH
designee of Cypress members that was taken to c 2553 of the Book of Disciplin	disaffiliate from the Unit	ted Methodist Church pursu	cer or authorized ote of the Church uant to Paragraph
I can certify that the	following events transpir	ed as described:	
1. The Church 2022, at a meeting duly Book of Discipline.		of the Church met on _uperintendent after notice a	
United Methodist Church su voted "No	<pre>ubject to the provision of g;" against disaffiliation;</pre>	58 voted "Ye	ook of Discipline. s," to disaffiliate;
and O abstaine	ed. Copies of the ballots	are available for inspection	upon request.
	-	305E	
	•	OFFICER/AUTHORIZEI	D DESIGNEE

#### EXHIBIT B TO DISAFFILIATION AGREEMENT LIST OF ASSETS TO BE TRANSFERRED AND LIABILITIES TO BE ASSUMED

REAL PROPERTY: Address, Deed Book/Page and Use (i.e., church building, parsonage, cemetery etc.) of Real Property to be transferred (Attach copies of deeds or survey containing property description. If multiple properties, attached a list on a separate sheet.) See the Attached BANK/FINANCIAL ACCOUNTS: List bank and type of each account in which trust clause is be released. SEE ATTACHED PERSONAL PROPERTY: Trust clause is to be released in: X All personal property, other than property bearing "United Methodist Church" or the Cross and Flame All personal property, with the exception of the following: (List any property that will be retained by the Annual Conference) EXISTING LIABILITIES (FOR EACH, PROVIDE PROOF OF SATISFACTION OF LIABILITY OR TRANSFER OF LIABILITY TO SUCCESSOR ENTITY): MORTGAGES: NONE SECURED/UNSECURED NOTES: NONE THREATENED OR PENDING LITIGATION: NONE KNOWN SUCCESSOR ENTITY: CYPRESS COMMUNITY CHURCH, INC. I CERTIFY THAT THE INFORMATION PROVIDED ABOVE IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE, INFORMATION AND BELIEF. OFFICERIAU MORIZED DESIGNEE

#### REAL PROPERTY

1899 Warranty Deed		1961 Warranty Deed	
Dated	October 2, 1899	Dated	August 10, 1961
Recorded	Book N, Page 430	Recorded	Book 10, Page 308
From	J. N. Thomas	From	J.O. Boyd
То	Trustees of Cypress Church, (M.E. Church South)	То	Cypress Methodist Church Cemetery property, and their
	and to their successors in office 1870 Warranty Deed		successors and assigns in fee simple, forever 2001 Quitclaim Deed
Dated	January 27, 1870	Dated	December 18, 2001
Recorded		Recorded	Deed Book 120, Page 736
From	A. L. McMillan	From	Jo Edwards Spraggins and Joe Wayne Spraggins
То	Church Trustees for the M.E. Church South at Cypress in the Gageville Circuit Memphis Conference	То	Cypress United Methodist Church
Area	About 2 acres	Area	4.108 acres
NOTE: 100 100 100 100 100 100 100 100 100 10	1906 Warranty Deed		2016 Warranty Deed
Dated	July 25, 1906	Dated	October 12, 2016
Recorded	Book R, Page 164	Recorded	Deed Book 158, Page 448
From	H.L Greer and P.I. Greer, husband, and wife	From	Jody Emerson, Elizabeth French (formerly Emerson), and Millie Hart
То	Trustees of the M.E. Church South, worshiping at Cypress Church Crockett County Tennesseeto have and to hold as trustees and to their successorsin office and assigns forever.	То	Trustees of the CYPRESS CEMETARY, in fee simple, their successors and assigns forever

Attachment to Exhibit B to Disaffiliation Agreement
Bank accounts of Cypress UMC located at 78 Cypress Church Rd., Bells, TN 38006

Cypress UMC checking account Renasant Bank, Tupelo, MS Balance \$51653

Cypress UMW checking account Bank of Crockett, Bells, Tn Balance \$832 Cypress Quilting Certificate of Deposit \$6800

Cypress UMC Youth checking account Renasant Bank, Tupelo, MS Balance \$10,000

MAW/Cypress Cares checking account Bank of Crockett, Bells, TN Balance \$16,000

## TWK

#### Standard Form Disaffiliation Agreement-Name Conference

As mandated by  $\P$  2553

#### **DISAFFILIATION AGREEMENT PURSUANT TO ¶ 2553**

This Disaffiliation Agreement Pursuant to ¶ 2553 ("Disaffiliation Agreement") is entered into this <u>30th</u> day of <u>April</u>, 2022, by and between <u>Finley UMC</u> ("Local Church") and <u>TN Western KY (TWK)</u> Conference of the United Methodist Church ("Annual Conference").

WHEREAS, Local Church is a United Methodist church within the boundaries of Annual Conference;

WHEREAS, Local Church has held a church conference, in compliance with ¶¶ 246.8, 248, and 2553.2-.3 of *The Book of Discipline of The United Methodist Church* ("Discipline"), at which at least two-thirds (2/3) of the professing members present at the church conference of Local Church voted to disaffiliate from The United Methodist Church "for reasons of conscience regarding a change in the requirements and provisions of the *Book of Discipline* related to the practice of homosexuality or the ordination or marriage of self-avowed practicing homosexuals as resolved and adopted by the 2019 General Conference, or the actions or inactions of its annual conference related to these issues which follow."

WHEREAS, pursuant to ¶ 2501.1 of the *Discipline*, Local Church holds its real and personal, tangible and intangible property "in trust for The United Methodist Church and subject to the provisions of its *Discipline*."

WHEREAS, property subject to ¶ 2501.1 "can be released from the trust, transferred free of trust or subordinated to the interests of creditors and other third parties only to the extent authority is given by the *Discipline*." (¶ 2501.2)

WHEREAS, ¶ 2553 provides a specific circumstance in which property subject to ¶ 2501.1 can be released from the trust imposed by that paragraph.

WHEREAS, ¶ 2553.4 requires the terms and conditions of Local Church's disaffiliation from The United Methodist Church to be "memorialized in a binding Disaffiliation Agreement."

WHEREAS, Local Church and Annual Conference wish to (1) resolve all matters between them, and Local Church wishes to acquire from Annual Conference all of Annual Conference's interest, on behalf of The United Methodist Church, in the real and personal, tangible and intangible property held by Local Church and (2) comply with the requirements of ¶ 2553 and Judicial Council *Decision* 1379.

NOW, THEREFORE, in consideration of the foregoing and all the mutual covenants herein contained, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Local Church and Annual Conference agree as follows:

#### 1. Conditions Precedent. Local Church and Annual Conference acknowledge and agree:

- a. Church Conference Vote. At least two-thirds (2/3) of the professing members present at a church conference of Local Church must vote to disaffiliate from The United Methodist Church "for reasons of conscience regarding a change in the requirements and provisions of the Book of Discipline related to the practice of homosexuality or the ordination or marriage of self-avowed practicing homosexuals as resolved and adopted by the 2019 General Conference, or the actions or inactions of its annual conference related to these issues which follow." Local Church must provide documentation, to the satisfaction of Annual Conference, which evidences the result of the disaffiliation vote taken at the church conference. Such documentation must be certified by an authorized officer of Local Church and shall be included as EXHIBIT A to this Disaffiliation Agreement.
- b. Annual Conference Vote. This Disaffiliation Agreement must be "ratified by a simple majority of the members . . . present and voting" at a duly-called session of Annual Conference, as required by Judicial Council Decision 1379 and ¶ 2529.1b(3).

Should either of the above not occur, this Disaffiliation Agreement shall immediately become null and void.

2. <u>Applicability of ¶ 2501</u> . Local Church acknowledges and agrees that pursuant to ¶ 2501 of the <i>Discipline</i> , Local Church holds all property, real and personal, tangible and intangible, in trust for the benefit of The United Methodist Church.
3. <u>Date of Disaffiliation</u> . Should Local Church timely comply with all of its obligations as set forth herein, Local Church's disaffiliation from The United Methodist Church will be effective on, 20 ("Disaffiliation Date"). Such Disaffiliation Date must be subsequent to the Annual Conference's ratification referenced in Section 1 above.
4. <u>Local Church's Obligations</u> . Unless a different date is specified, Local Church shall, by no later than the Disaffiliation Date, do the following:
a. Payments. Prior to the Disaffiliation Date, Local Church shall pay to Annual Conference, in a manner specified by Annual Conference, the following:
<ol> <li>Local Church shall have the right to retain its real and personal, tangible and intangible property without charge. Any costs relating to Local Church's retention of its property will be borne by Local Church.</li> </ol>
ii. Any unpaid current year Connectional Commitment based on the Annual Conference approved formula, totaling <u>5,496</u> ;
iii. An additional twelve (12) months of Connectional Commitment based on the Annual Conference approved formula, totaling 6,132 (-1,022);
iv. Any past due Direct Bill Pension or Health Insurance payments
v. An amount equal to Local Church's pro rata share, based on a ratio of church's Connectional Commitment to the current year's budget, of Annual Conference's unfunded pension obligations, based on the Annual Conference's aggregate funding obligations as determined by the General Board of Pension and Health Benefits using market factors similar to a commercial annuity provider, totaling 27,526;

b. *Other Liabilities*. Local Church shall either satisfy all of its debts, loans, and liabilities, or assign or transfer such obligations to its new entity. Such debts, loans and liabilities,

and the disposition thereof, are listed in EXHIBIT B to this Agreement. Local Church must provide sufficient documentation of same to Annual Conference. Notwithstanding whether any such liability is disclosed in EXHIBIT B, all liabilities of Local Church shall remain liabilities of Local Church's new entity and shall not become liabilities of Annual Conference.

- c. Intellectual Property. Local Church shall cease all use of "United Methodist," the Cross & Flame insignia, and any other intellectual property of the denomination and Annual Conference, including the removal of all signage containing the same."
- d. *Group Tax Exemption Ruling*. As of the Disaffiliation Date, Local Church shall cease to use, and also shall ensure that any affiliates of Local Church which have been included in the group tax exemption ruling shall cease to use, any and all documentation stating that Local Church is included in the denomination's group tax exemption ruling administered by the General Council on Finance and Administration of The United Methodist Church. Local Church and any of its affiliates which have been included in the group tax exemption ruling will be removed as of the Disaffiliation Date.
- 5. Organizational Transition. Local Church shall take all steps necessary to close and/or dissolve any legal entities and to settle, liquidate, or transfer all assets and obligations of such entities, or to establish any new legal entities, or to modify its current organizing documents, as needed to effectuate its disaffiliation from The United Methodist Church to the satisfaction of Annual Conference. Local Church shall indemnify, defend, and hold harmless Annual Conference and its officers, directors, agents, and employees from any liability or costs (including reasonable attorney fees) resulting from any claim, action, or cause of action for damages to persons or property resulting from Local Church's failure to take all necessary steps as required by this Section 5.
- 6. Property. On the Disaffiliation Date, Local Church will have full ownership of the property and assets listed in EXHIBIT B to this Agreement. The parties shall ensure all necessary transfers or other transactions relating to the above properties are completed prior to the Disaffiliation Date. Any costs resulting from such transfers or other transactions shall be borne by Local Church. Annual Conference shall fully cooperate with Local Church, as needed and applicable, to ensure that such transfers and other transactions convey all of Annual Conference's interest both for

itself and on behalf of The United Methodist Church – in the real and personal, tangible and intangible property of Local Church.

- 7. Release of Claims. Upon the completion of all of their respective obligations herein, Annual Conference and Local Church, for themselves and their agents, representatives, members, trustees, employees, successors, attorneys, and assigns, hereby fully and forever covenant not to sue each other, and release and discharge each other, and their current and former trustees, officers, representatives, employees, and assigns, in both their official and individual capacities, from any liability for any and all causes of action and claims, including any statutory or common law cause of action, tort or contractual claims, any claims for attorneys' fees, expenses and all other damages, whether known or unknown, foreseen or unforeseen, which Annual Conference or Local Church ever had, now has, hereafter may have or claim to have against any of the above-named entities or persons in any way arising out of their relationship with each other. The parties further represent they have no pending lawsuit, charge, complaint, or other action against each other. Notwithstanding the foregoing releases and covenants not to sue, the parties may take action to enforce this Disaffiliation Agreement in any court where jurisdiction and venue are proper.
- 8. <u>Time Limit</u>. Should the Local Church fail to satisfy all of its obligations set forth herein by December 31, 2023, this Disaffiliation Agreement shall be null and void.
- 9. <u>Continuing as Plan Sponsor</u>. Nothing in this Disaffiliation Agreement shall prevent Local Church, after the Disaffiliation Date, from continuing to sponsor benefit plans from the General Board of Pension and Health Benefits (Wespath) to the extent permitted by federal law, and provided that Local Church has not expressly resolved that it no longer shares common religious bonds with The United Methodist Church.
- 10. <u>Non-Severability</u>. Each of the terms of this Disaffiliation Agreement is a material and integral part hereof. Should any provision of this Disaffiliation Agreement be held unenforceable or contrary to law, the entire Disaffiliation Agreement shall be deemed null and void.

Representatives of the Annual Con	nference		
Representatives of the Annual Con	_ District Superintendent	Date _	4/30/22
jip for	_Authorized Member, Board of Trustees	Date	6-1-2022

## **EXHIBIT A TO DISAFFILIATION AGREEEMENT**

# OFFICER'S CERTIFICATE OF THE DISAFFILIATION VOTE OF THE

MEMBERS OF THE	FINLEY	UNITED METHO	DIST CHURCH
I, Alvin A. Grandesignee of Finley Church members that was take Paragraph 2553 of the Book of L	Ler United Method n to disaffiliate to Discipline of the U	, as the undersigned list Church ("Church") of the United Methodist Church.	d officer or authorized certify the vote of the ist Church pursuant to
I can certify that the follo	owing events tran	spired as described:	
1. The Church April 20, 2012 notice as required by the Book of	Council and, at a meeting f Discipline.	members of the duly called by the Distri	Church met on ct Superintendent after
United Methodist Church subje-	ct to the provisio against disaffiliati	on; <u>15</u> voted	the <i>Book of Discipline</i> .d "Yes," to disaffiliate;
		Alvin R.X	Gunter

OFFICER/AUTHORIZED DESIGNEE

# EXHIBIT B TO DISAFFILIATION AGREEEMENT LIST OF ASSETS TO BE TRANSFERRED AND LIABILITIES TO BE ASSUMED

**REAL PROPERTY**: Address, Deed Book/Page and Use (i.e., church building, parsonage, cemetery etc.) of Real Property to be transferred (Attach copies of deeds or survey containing property description. If multiple properties, attached a list on a separate sheet.)

	Church	Building . Book 84	Page blo	
	Fellowsh	rip Hall-Book 84	Vage 66	
	Parson	Building · Book 84 nip Hall - Book 84 ages - Book 93	Page 265	
BANK/FINANCIA be released. Se	LACCOUNTS: List b Curity Bank nshine Fund.	oank and type of each account - Checking and	in which trust clause is Building/Parsonage =	+
PERSONAL PROI	PERTY: Trust clause i	s to be released in:		
		personal property, other than paurch" or the Cross and Flame	roperty bearing "United	
	All p	ersonal property, with the exce	eption of the following:	
	(List any prop	perty that will be retained by the	ne Annual Conference)	
EXISTING LIABILITY OR TRAINING MORTGAGES: SECURED/UNSEC	ANSFER OF LIABILI	I, PROVIDE PROOF OF TY TO SUCCESSOR ENTI	TY):	
THREATENED	NONE	PENDING	LITIGATION	
SUCCESSOR EN (IF CORPORATIO PROVIDE NAMES	TITY: ILIM Welc N, PROVIDE CORPC OF TRUSTEES IN W	N, Gons Hote, Gay Ree DRATE NAME. IF UNINCO THOSE NAME TRANSFER S	PROPORATED ENTITY FLOT HOULD BE MADE)	Hollingernth ac itallingularith
I CERTIFY THAT TO THE BEST OF	THE INFORMATION MY KNOWLEDGE,	N PROVIDED ABOVE IS T INFORMATION AND BELI	RUE AND CORRECT EF.	
AMERICAN AND AND AND AND AND AND AND AND AND A	Alvind +	Linder OFFICEDIALITIES	DIZED DESIGNEE	

TWK

## Standard Form Disaffiliation Agreement-Name Conference

As mandated by ¶ 2553

#### **DISAFFILIATION AGREEMENT PURSUANT TO ¶ 2553**

This Disaffiliation Agreement Pursuant to ¶ 2553 ("Disaffiliation Agreement") is entered into this <u>90th</u> day of <u>April</u>, 2022 , by and between <u>Fowlkes UMC</u> ("Local Church") and <u>TN Western KY (TWK)</u> Conference of the United Methodist Church ("Annual Conference").

WHEREAS, Local Church is a United Methodist church within the boundaries of Annual Conference;

WHEREAS, Local Church has held a church conference, in compliance with ¶¶ 246.8, 248, and 2553.2-.3 of *The Book of Discipline of The United Methodist Church* ("Discipline"), at which at least two-thirds (2/3) of the professing members present at the church conference of Local Church voted to disaffiliate from The United Methodist Church "for reasons of conscience regarding a change in the requirements and provisions of the *Book of Discipline* related to the practice of homosexuality or the ordination or marriage of self-avowed practicing homosexuals as resolved and adopted by the 2019 General Conference, or the actions or inactions of its annual conference related to these issues which follow."

WHEREAS, pursuant to ¶ 2501.1 of the *Discipline*, Local Church holds its real and personal, tangible and intangible property "in trust for The United Methodist Church and subject to the provisions of its *Discipline*."

WHEREAS, property subject to ¶ 2501.1 "can be released from the trust, transferred free of trust or subordinated to the interests of creditors and other third parties only to the extent authority is given by the *Discipline*." (¶ 2501.2)

WHEREAS, ¶ 2553 provides a specific circumstance in which property subject to ¶ 2501.1 can be released from the trust imposed by that paragraph.

WHEREAS, ¶ 2553.4 requires the terms and conditions of Local Church's disaffiliation from The United Methodist Church to be "memorialized in a binding Disaffiliation Agreement."

WHEREAS, Local Church and Annual Conference wish to (1) resolve all matters between them, and Local Church wishes to acquire from Annual Conference all of Annual Conference's interest, on behalf of The United Methodist Church, in the real and personal, tangible and intangible property held by Local Church and (2) comply with the requirements of ¶ 2553 and Judicial Council *Decision* 1379.

NOW, THEREFORE, in consideration of the foregoing and all the mutual covenants herein contained, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Local Church and Annual Conference agree as follows:

#### 1. Conditions Precedent. Local Church and Annual Conference acknowledge and agree:

- a. Church Conference Vote. At least two-thirds (2/3) of the professing members present at a church conference of Local Church must vote to disaffiliate from The United Methodist Church "for reasons of conscience regarding a change in the requirements and provisions of the Book of Discipline related to the practice of homosexuality or the ordination or marriage of self-avowed practicing homosexuals as resolved and adopted by the 2019 General Conference, or the actions or inactions of its annual conference related to these issues which follow." Local Church must provide documentation, to the satisfaction of Annual Conference, which evidences the result of the disaffiliation vote taken at the church conference. Such documentation must be certified by an authorized officer of Local Church and shall be included as EXHIBIT A to this Disaffiliation Agreement.
- b. Annual Conference Vote. This Disaffiliation Agreement must be "ratified by a simple majority of the members . . . present and voting" at a duly-called session of Annual Conference, as required by Judicial Council Decision 1379 and ¶ 2529.1b(3).

Should either of the above not occur, this Disaffiliation Agreement shall immediately become null and void.

2. Applicability of ¶ 2501. Local Church acknowledges and agrees that pursuant to ¶ 2501 of the
Discipline, Local Church holds all property, real and personal, tangible and intangible, in trust for
the benefit of The United Methodist Church.
3. <u>Date of Disaffiliation</u> . Should Local Church timely comply with all of its obligations as set forth herein, Local Church's disaffiliation from The United Methodist Church will be effective on, 20 ("Disaffiliation Date"). Such Disaffiliation Date must be subsequent to the Annual Conference's ratification referenced in Section 1 above.
4. Local Church's Obligations. Unless a different date is specified, Local Church shall, by no
later than the Disaffiliation Date, do the following:
a. Payments. Prior to the Disaffiliation Date, Local Church shall pay to Annual Conference, in a manner specified by Annual Conference, the following:
<ol> <li>Local Church shall have the right to retain its real and personal, tangible and intangible property without charge. Any costs relating to Local Church's retention of its property will be borne by Local Church.</li> </ol>
ii. Any unpaid current year Connectional Commitment based on the Annual Conference approved formula, totaling _1,655;
iii. An additional twelve (12) months of Connectional Commitment based on the Annual Conference approved formula, totaling 1,598 (-856)
iv. Any past due Direct Bill Pension or Health Insurance payments
v. An amount equal to Local Church's pro rata share, based on a ratio of church's Connectional Commitment to the current year's budget, of Annual Conference's unfunded pension obligations, based on the Annual Conference's aggregate funding obligations as determined by the General Board of Pension and Health Benefits using market factors similar to a commercial annuity provider, totaling _7,173;
b Other Liabilities. Local Church shall either satisfy all of its debts, loans, and liabilities

or assign or transfer such obligations to its new entity. Such debts, loans and liabilities,

and the disposition thereof, are listed in EXHIBIT B to this Agreement. Local Church must provide sufficient documentation of same to Annual Conference. Notwithstanding whether any such liability is disclosed in EXHIBIT B, all liabilities of Local Church shall remain liabilities of Local Church's new entity and shall not become liabilities of Annual Conference.

- c. Intellectual Property. Local Church shall cease all use of "United Methodist," the Cross & Flame insignia, and any other intellectual property of the denomination and Annual Conference, including the removal of all signage containing the same."
- d. *Group Tax Exemption Ruling*. As of the Disaffiliation Date, Local Church shall cease to use, and also shall ensure that any affiliates of Local Church which have been included in the group tax exemption ruling shall cease to use, any and all documentation stating that Local Church is included in the denomination's group tax exemption ruling administered by the General Council on Finance and Administration of The United Methodist Church. Local Church and any of its affiliates which have been included in the group tax exemption ruling will be removed as of the Disaffiliation Date.
- 5. Organizational Transition. Local Church shall take all steps necessary to close and/or dissolve any legal entities and to settle, liquidate, or transfer all assets and obligations of such entities, or to establish any new legal entities, or to modify its current organizing documents, as needed to effectuate its disaffiliation from The United Methodist Church to the satisfaction of Annual Conference. Local Church shall indemnify, defend, and hold harmless Annual Conference and its officers, directors, agents, and employees from any liability or costs (including reasonable attorney fees) resulting from any claim, action, or cause of action for damages to persons or property resulting from Local Church's failure to take all necessary steps as required by this Section 5.
- 6. <u>Property</u>. On the Disaffiliation Date, Local Church will have full ownership of the property and assets listed in EXHIBIT B to this Agreement. The parties shall ensure all necessary transfers or other transactions relating to the above properties are completed prior to the Disaffiliation Date. Any costs resulting from such transfers or other transactions shall be borne by Local Church. Annual Conference shall fully cooperate with Local Church, as needed and applicable, to ensure that such transfers and other transactions convey all of Annual Conference's interest both for

itself and on behalf of The United Methodist Church – in the real and personal, tangible and intangible property of Local Church.

- 7. Release of Claims. Upon the completion of all of their respective obligations herein, Annual Conference and Local Church, for themselves and their agents, representatives, members, trustees, employees, successors, attorneys, and assigns, hereby fully and forever covenant not to sue each other, and release and discharge each other, and their current and former trustees, officers, representatives, employees, and assigns, in both their official and individual capacities, from any liability for any and all causes of action and claims, including any statutory or common law cause of action, tort or contractual claims, any claims for attorneys' fees, expenses and all other damages, whether known or unknown, foreseen or unforeseen, which Annual Conference or Local Church ever had, now has, hereafter may have or claim to have against any of the above-named entities or persons in any way arising out of their relationship with each other. The parties further represent they have no pending lawsuit, charge, complaint, or other action against each other. Notwithstanding the foregoing releases and covenants not to sue, the parties may take action to enforce this Disaffiliation Agreement in any court where jurisdiction and venue are proper.
- 8. <u>Time Limit</u>. Should the Local Church fail to satisfy all of its obligations set forth herein by December 31, 2023, this Disaffiliation Agreement shall be null and void.
- 9. <u>Continuing as Plan Sponsor</u>. Nothing in this Disaffiliation Agreement shall prevent Local Church, after the Disaffiliation Date, from continuing to sponsor benefit plans from the General Board of Pension and Health Benefits (Wespath) to the extent permitted by federal law, and provided that Local Church has not expressly resolved that it no longer shares common religious bonds with The United Methodist Church.
- 10. <u>Non-Severability</u>. Each of the terms of this Disaffiliation Agreement is a material and integral part hereof. Should any provision of this Disaffiliation Agreement be held unenforceable or contrary to law, the entire Disaffiliation Agreement shall be deemed null and void.

Representatives of the Local Church

Pannie West	Chair, Administrative Board	Date _	4-30-22
Homer Reed	Chair, Board of Trustees	Date _	4-30-22

Representatives of the Annual Cor	nference		
Cynylia Dais		Date	4/3022
	_Authorized Member, Board of Trustees	Date .	6-1-2022

#### EXHIBIT A TO DISAFFILIATION AGREEEMENT

## OFFICER'S CERTIFICATE OF THE DISAFFILIATION VOTE OF THE

MEMBERS OF THE	FOWLKES	UNITED N	METHODIST CHU	RCH
I, Alvin R. G., designee of Fouldes Church members that was ta Paragraph 2553 of the Book of	ken to disaffiliate f	from the United N	Methodist Church p	outhorized ote of the ursuant to
I can certify that the fo				
1. The Church April 30, 2023 notice as required by the Book	Council and, at a meeting k of Discipline.	members of duly called by th	the Church e District Superinter	met on ident after
2. There were	oject to the provisio;" against disaffiliati	n of Paragraph 25	voted "Yes," to d	D <i>iscipline</i> . isaffiliate;
		Alleren	R. Gente	1
		OFFICER/AU	UTHORIZED DES	IGNEE

#### EXHIBIT B TO DISAFFILIATION AGREEEMENT LIST OF ASSETS TO BE TRANSFERRED AND LIABILITIES TO BE ASSUMED

	s, Deed Book/Page and Use (i.e., church building, parsonage, to be transferred (Attach copies of deeds or survey containing
property description. If multiple	properties, attached a list on a separate sheet.)
	Foulkes 21MC
	55 Foweres 3t
	Dyensling TH 38024
	J'
BANK/FINANCIAL ACCOUNT be released.	NTS: List bank and type of each account in which trust clause is
PERSONAL PROPERTY: Tr	ust clause is to be released in:
$\overline{M}$	All personal property, other than property bearing "United ethodist Church" or the Cross and Flame
	All personal property, with the exception of the following:
(L	ist any property that will be retained by the Annual Conference)
EXISTING LIABILITIES (F LIABILITY OR TRANSFER	OR EACH, PROVIDE PROOF OF SATISFACTION OF OF LIABILITY TO SUCCESSOR ENTITY):
MORTGAGES: \( \lambda \)	UF
SECURED/UNSECURED NOT	res: Alont
THREATENED OR PENDING	LITIGATION KONE
(IF CORPORATION, PROVIL	DE CORPORATE NAME. IF UNINCORPORATED ENTITY, TEES IN WHOSE NAME TRANSFER SHOULD BE MADE)
	ORMATION PROVIDED ABOVE IS TRUE AND CORRECT WLEDGE, INFORMATION AND BELIEF.
	OFFICER/AUTHORIZED DESIGNEE

#### Standard Form Disaffiliation Agreement-TWK Conference

As mandated by ¶ 2553

#### DISAFFILIATION AGREEMENT PURSUANT TO ¶ 2553

This Disaffiliation Agreement Pursuant to ¶ 2553 ("Disaffiliation Agreement") is entered into this <u>24th</u> day of <u>April 2022</u>, by and between <u>Medina United Methodist Church</u> ("Local Church") and <u>The Tennessee-Western Kentucky</u> Conference of the United Methodist Church ("Annual Conference").

WHEREAS, Local Church is a United Methodist church within the boundaries of Annual Conference;

WHEREAS, Local Church has held a church conference, in compliance with ¶¶ 246.8, 248, and 2553.2-.3 of *The Book of Discipline of The United Methodist Church* ("Discipline"), at which at least two-thirds (2/3) of the professing members present at the church conference of Local Church voted to disaffiliate from The United Methodist Church "for reasons of conscience regarding a change in the requirements and provisions of the *Book of Discipline* related to the practice of homosexuality or the ordination or marriage of self-avowed practicing homosexuals as resolved and adopted by the 2019 General Conference, or the actions or inactions of its annual conference related to these issues which follow."

WHEREAS, pursuant to  $\P$  2501.1 of the *Discipline*, Local Church holds its real and personal, tangible and intangible property "in trust for The United Methodist Church and subject to the provisions of its *Discipline*."

WHEREAS, property subject to  $\P$  2501.1 "can be released from the trust, transferred free of trust or subordinated to the interests of creditors and other third parties only to the extent authority is given by the *Discipline*." ( $\P$  2501.2)

WHEREAS, ¶ 2553 provides a specific circumstance in which property subject to ¶ 2501.1 can be released from the trust imposed by that paragraph.

WHEREAS, ¶ 2553.4 requires the terms and conditions of Local Church's disaffiliation from The United Methodist Church to be "memorialized in a binding Disaffiliation Agreement."

WHEREAS, Local Church and Annual Conference wish to (1) resolve all matters between them, and Local Church wishes to acquire from Annual Conference all of Annual Conference's interest, on behalf of The United Methodist Church, in the real and personal, tangible and intangible property held by Local Church and (2) comply with the requirements of ¶ 2553 and Judicial Council *Decision* 1379.

NOW, THEREFORE, in consideration of the foregoing and all the mutual covenants herein contained, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Local Church and Annual Conference agree as follows:

#### 1. Conditions Precedent. Local Church and Annual Conference acknowledge and agree:

- a. Church Conference Vote. At least two-thirds (2/3) of the professing members present at a church conference of Local Church must vote to disaffiliate from The United Methodist Church "for reasons of conscience regarding a change in the requirements and provisions of the Book of Discipline related to the practice of homosexuality or the ordination or marriage of self-avowed practicing homosexuals as resolved and adopted by the 2019 General Conference, or the actions or inactions of its annual conference related to these issues which follow." Local Church must provide documentation, to the satisfaction of Annual Conference, which evidences the result of the disaffiliation vote taken at the church conference. Such documentation must be certified by an authorized officer of Local Church and shall be included as EXHIBIT A to this Disaffiliation Agreement.
- b. Annual Conference Vote. This Disaffiliation Agreement must be "ratified by a simple majority of the members . . . present and voting" at a duly-called session of Annual Conference, as required by Judicial Council Decision 1379 and ¶ 2529.1b(3).

Should either of the above not occur, this Disaffiliation Agreement shall immediately become null and void.

- 2. <u>Applicability of ¶ 2501</u>. Local Church acknowledges and agrees that pursuant to ¶ 2501 of the *Discipline*, Local Church holds all property, real and personal, tangible and intangible, in trust for the benefit of The United Methodist Church.
- 3. <u>Date of Disaffiliation</u>. Should Local Church timely comply with all of its obligations as set forth herein, Local Church's disaffiliation from The United Methodist Church will be effective on <u>June 30</u>, 2022 ("Disaffiliation Date"). Such Disaffiliation Date must be subsequent to the Annual Conference's ratification referenced in Section 1 above.
- 4. <u>Local Church's Obligations</u>. Unless a different date is specified, Local Church shall, by no later than the Disaffiliation Date, do the following:
  - a. *Payments*. Prior to the Disaffiliation Date, Local Church shall pay to Annual Conference, in a manner specified by Annual Conference, the following:
    - i. Local Church shall have the right to retain its real and personal, tangible and intangible property without charge. Any costs relating to Local Church's retention of its property will be borne by Local Church.
    - ii. Any unpaid current year Connectional Commitment based on the Annual Conference approved formula, totaling \$34,040;
    - iii. An additional twelve (12) months of Connectional Commitment based on the Annual Conference approved formula, totaling \$32,744;
    - iv. Any past due Direct Bill Pension or Health Insurance payments \_\_\_\$0\_
    - v. An amount equal to Local Church's pro rata share, based on a ratio of church's Connectional Commitment to the current year's budget, of Annual Conference's unfunded pension obligations, based on the Annual Conference's aggregate funding obligations as determined by the General Board of Pension and Health Benefits using market factors similar to a commercial annuity provider, totaling <u>\$146,986</u>;
  - b. *Other Liabilities*. Local Church shall either satisfy all of its debts, loans, and liabilities, or assign or transfer such obligations to its new entity. Such debts, loans and liabilities,

and the disposition thereof, are listed in EXHIBIT B to this Agreement. Local Church must provide sufficient documentation of same to Annual Conference. Notwithstanding whether any such liability is disclosed in EXHIBIT B, all liabilities of Local Church shall remain liabilities of Local Church's new entity and shall not become liabilities of Annual Conference.

- c. Intellectual Property. Local Church shall cease all use of "United Methodist," the Cross & Flame insignia, and any other intellectual property of the denomination and Annual Conference, including the removal of all signage containing the same."
- d. *Group Tax Exemption Ruling*. As of the Disaffiliation Date, Local Church shall cease to use, and also shall ensure that any affiliates of Local Church which have been included in the group tax exemption ruling shall cease to use, any and all documentation stating that Local Church is included in the denomination's group tax exemption ruling administered by the General Council on Finance and Administration of The United Methodist Church. Local Church and any of its affiliates which have been included in the group tax exemption ruling will be removed as of the Disaffiliation Date.
- 5. Organizational Transition. Local Church shall take all steps necessary to close and/or dissolve any legal entities and to settle, liquidate, or transfer all assets and obligations of such entities, or to establish any new legal entities, or to modify its current organizing documents, as needed to effectuate its disaffiliation from The United Methodist Church to the satisfaction of Annual Conference. Local Church shall indemnify, defend, and hold harmless Annual Conference and its officers, directors, agents, and employees from any liability or costs (including reasonable attorney fees) resulting from any claim, action, or cause of action for damages to persons or property resulting from Local Church's failure to take all necessary steps as required by this Section 5.
- 6. <u>Property</u>. On the Disaffiliation Date, Local Church will have full ownership of the property and assets listed in EXHIBIT B to this Agreement. The parties shall ensure all necessary transfers or other transactions relating to the above properties are completed prior to the Disaffiliation Date. Any costs resulting from such transfers or other transactions shall be borne by Local Church. Annual Conference shall fully cooperate with Local Church, as needed and applicable, to ensure that such transfers and other transactions convey all of Annual Conference's interest both for

itself and on behalf of The United Methodist Church - in the real and personal, tangible and intangible property of Local Church.

- 7. Release of Claims. Upon the completion of all of their respective obligations herein, Annual Conference and Local Church, for themselves and their agents, representatives, members, trustees, employees, successors, attorneys, and assigns, hereby fully and forever covenant not to sue each other, and release and discharge each other, and their current and former trustees, officers, representatives, employees, and assigns, in both their official and individual capacities, from any liability for any and all causes of action and claims, including any statutory or common law cause of action, tort or contractual claims, any claims for attorneys' fees, expenses and all other damages, whether known or unknown, foreseen or unforeseen, which Annual Conference or Local Church ever had, now has, hereafter may have or claim to have against any of the above-named entities or persons in any way arising out of their relationship with each other. The parties further represent they have no pending lawsuit, charge, complaint, or other action against each other. Notwithstanding the foregoing releases and covenants not to sue, the parties may take action to enforce this Disaffiliation Agreement in any court where jurisdiction and venue are proper.
- 8. Time Limit. Should the Local Church fail to satisfy all of its obligations set forth herein by December 31, 2023, this Disaffiliation Agreement shall be null and void.
- 9. Continuing as Plan Sponsor. Nothing in this Disaffiliation Agreement shall prevent Local Church, after the Disaffiliation Date, from continuing to sponsor benefit plans from the General Board of Pension and Health Benefits (Wespath) to the extent permitted by federal law, and provided that Local Church has not expressly resolved that it no longer shares common religious bonds with The United Methodist Church.
- 10. Non-Severability. Each of the terms of this Disaffiliation Agreement is a material and integral part hereof. Should any provision of this Disaffiliation Agreement be held unenforceable or contrary to law, the entire Disaffiliation Agreement shall be deemed null and void.

Representatives of the Local Church

Kaly M An Chair, Administrative Board

Chair, Board of Trustees

Representatives of the Annual Co	onference	
Cyrithia Davis	District Superintendent	Date 4/24/22
D.RVI	Authorized Member, Board of	Trustees Date 6-1-2822

#### EXHIBIT A TO DISAFFILIATION AGREEEMENT

## OFFICER'S CERTIFICATE OF THE DISAFFILIATION VOTE OF THE

#### MEMBERS OF THE <u>MEDINA</u> UNITED METHODIST CHURCH

I, Rotsert M Burns, as the undersigned officer or authorized designee of Medina United Methodist Church ("Church") certify the vote of the Church members that was taken to disaffiliate from the United Methodist Church pursuant to Paragraph 2553 of the Book of Discipline of the United Methodist Church.
I can certify that the following events transpired as described:
1. The Church Council and members of the Church met on <u>April 24, 2022</u> , at a meeting duly called by the District Superintendent after notice as required by the <i>Book of Discipline</i> .
2. There were 114 ballots cast on the issue of whether to disaffiliate from the United Methodist Church subject to the provision of Paragraph 2553 of the Book of Discipline.  5 voted "No;" against disaffiliation; 109 voted "Yes," to disaffiliate; and 2 abstained. Copies of the ballots are available for inspection upon request.
Laby m Sun
OFFICER/AUTHORIZED DESIGNEE

#### EXHIBIT B TO DISAFFILIATION AGREEEMENT LIST OF ASSETS TO BE TRANSFERRED AND LIABILITIES TO BE ASSUMED

**REAL PROPERTY**: Address, Deed Book/Page and Use (i.e., church building, parsonage, cemetery etc.) of Real Property to be transferred (Attach copies of deeds or survey containing property description. If multiple properties, attached a list on a separate sheet.)

The property on which our church buildings and facilities were built, and that comprises our church campus, was transferred in three warranty deeds. These deeds were never consolidated into one. Copies of these deeds are attached and they are recorded in the office of the Gibson County Register of Deeds in the following books and pages:

<b>Book</b>	<u>Page</u>	<b>Type Instrument</b>
506	153	Warranty Deed
506	157	Warranty Deed
898	74	Warranty Deed

**BANK/FINANCIAL ACCOUNTS**: List bank and type of each account in which trust clause is be released.

All accounts are held at Centennial Bank, Medina, TN:

Account Name	Account Number
<b>Gold Star Account</b>	110418
Debit Account	112607
Methodist Men	110442
Soul Searchers	112097

**PERSONAL PROPERTY**: Trust clause is to be released in:

removed from m	onument signs and door mats)
None ("United I	Methodist" and "Cross and Flame Logo" to be
(List any property	y that will be retained by the Annual Conference)
X All perso	nal property, with the exception of the following:
Methodist Church	" or the Cross and Flame
	onal property, other than property bearing "United

## EXISTING LIABILITIES (FOR EACH, PROVIDE PROOF OF SATISFACTION OF LIABILITY OR TRANSFER OF LIABILITY TO SUCCESSOR ENTITY):

**MORTGAGES:** None

SECURED/UNSECURED NOTES: None

THREATENED OR PENDING LITIGATION: None

SUCCESSOR ENTITY: Faithful Future, Inc.

(IF CORPORATION, PROVIDE CORPORATE NAME. IF UNINCORPORATED ENTITY, PROVIDE NAMES OF TRUSTEES IN WHOSE NAME TRANSFER SHOULD BE MADE)

I CERTIFY THAT THE INFORMATION PROVIDED ABOVE IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE, INFORMATION AND BELIEF.

OFFICER/AUTHORIZED DESIGNEE

(Robert M. Burns, CLT Chairman)

#### Standard Form Disaffiliation Agreement-TWK Conference

As mandated by  $\P$  2553

#### DISAFFILIATION AGREEMENT PURSUANT TO ¶ 2553

This Disaffiliation Agreement Pursuant to ¶ 2553 ("Disaffiliation Agreement") is entered into this \_\_21st\_\_ day of \_April\_,21\_22\_, by and between \_\_\_Mt. Carmel United Methodist Church ("Local Church") and *The Tennessee-Western Kentucky* Conference of the United Methodist Church ("Annual Conference").

WHEREAS, Local Church is a United Methodist church within the boundaries of Annual Conference;

WHEREAS, Local Church has held a church conference, in compliance with ¶¶ 246.8, 248, and 2553.2-.3 of *The Book of Discipline of The United Methodist Church* ("Discipline"), at which at least two-thirds (2/3) of the professing members present at the church conference of Local Church voted to disaffiliate from The United Methodist Church "for reasons of conscience regarding a change in the requirements and provisions of the *Book of Discipline* related to the practice of homosexuality or the ordination or marriage of self-avowed practicing homosexuals as resolved and adopted by the 2019 General Conference, or the actions or inactions of its annual conference related to these issues which follow."

WHEREAS, pursuant to ¶ 2501.1 of the *Discipline*, Local Church holds its real and personal, tangible and intangible property "in trust for The United Methodist Church and subject to the provisions of its *Discipline*."

WHEREAS, property subject to ¶ 2501.1 "can be released from the trust, transferred free of trust or subordinated to the interests of creditors and other third parties only to the extent authority is given by the *Discipline*." ( $\P$  2501.2)

WHEREAS,  $\P$  2553 provides a specific circumstance in which property subject to  $\P$  2501.1 can be released from the trust imposed by that paragraph.

WHEREAS, ¶ 2553.4 requires the terms and conditions of Local Church's disaffiliation from The United Methodist Church to be "memorialized in a binding Disaffiliation Agreement."

WHEREAS, Local Church and Annual Conference wish to (1) resolve all matters between them, and Local Church wishes to acquire from Annual Conference all of Annual Conference's interest, on behalf of The United Methodist Church, in the real and personal, tangible and intangible property held by Local Church and (2) comply with the requirements of ¶ 2553 and Judicial Council *Decision* 1379.

NOW, THEREFORE, in consideration of the foregoing and all the mutual covenants herein contained, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Local Church and Annual Conference agree as follows:

#### 1. Conditions Precedent. Local Church and Annual Conference acknowledge and agree:

- a. Church Conference Vote. At least two-thirds (2/3) of the professing members present at a church conference of Local Church must vote to disaffiliate from The United Methodist Church "for reasons of conscience regarding a change in the requirements and provisions of the Book of Discipline related to the practice of homosexuality or the ordination or marriage of self-avowed practicing homosexuals as resolved and adopted by the 2019 General Conference, or the actions or inactions of its annual conference related to these issues which follow." Local Church must provide documentation, to the satisfaction of Annual Conference, which evidences the result of the disaffiliation vote taken at the church conference. Such documentation must be certified by an authorized officer of Local Church and shall be included as EXHIBIT A to this Disaffiliation Agreement.
- b. *Annual Conference Vote*. This Disaffiliation Agreement must be "ratified by a simple majority of the members . . . present and voting" at a duly-called session of Annual Conference, as required by Judicial Council *Decision* 1379 and ¶ 2529.1*b*(3).

Should either of the above not occur, this Disaffiliation Agreement shall immediately become null and void.

- 2. <u>Applicability of ¶ 2501</u>. Local Church acknowledges and agrees that pursuant to ¶ 2501 of the *Discipline*, Local Church holds all property, real and personal, tangible and intangible, in trust for the benefit of The United Methodist Church.
- 3. <u>Date of Disaffiliation</u>. Should Local Church timely comply with all of its obligations as set forth herein, Local Church's disaffiliation from The United Methodist Church will be effective on <u>June 30</u>, 2022 ("Disaffiliation Date"). Such Disaffiliation Date must be subsequent to the Annual Conference's ratification referenced in Section 1 above.
- 4. <u>Local Church's Obligations</u>. Unless a different date is specified, Local Church shall, by no later than the Disaffiliation Date, do the following:
  - a. *Payments*. Prior to the Disaffiliation Date, Local Church shall pay to Annual Conference, in a manner specified by Annual Conference, the following:
    - Local Church shall have the right to retain its real and personal, tangible and intangible property without charge. Any costs relating to Local Church's retention of its property will be borne by Local Church.
    - ii. Any unpaid current year Connectional Commitment based on the Annual Conference approved formula, totaling \$1,441;
    - iii. An additional twelve (12) months of Connectional Commitment based on the Annual Conference approved formula, totaling \$\\_\$ 1,424 ;
    - iv. Any past due Direct Bill Pension or Health Insurance payments \_\_\_<u>\$800</u>\_
    - v. An amount equal to Local Church's pro rata share, based on a ratio of church's Connectional Commitment to the current year's budget, of Annual Conference's unfunded pension obligations, based on the Annual Conference's aggregate funding obligations as determined by the General Board of Pension and Health Benefits using market factors similar to a commercial annuity provider, totaling \$6,392;
  - b. *Other Liabilities*. Local Church shall either satisfy all of its debts, loans, and liabilities, or assign or transfer such obligations to its new entity. Such debts, loans and liabilities,

and the disposition thereof, are listed in EXHIBIT B to this Agreement. Local Church must provide sufficient documentation of same to Annual Conference. Notwithstanding whether any such liability is disclosed in EXHIBIT B, all liabilities of Local Church shall remain liabilities of Local Church's new entity and shall not become liabilities of Annual Conference.

- c. *Intellectual Property*. Local Church shall cease all use of "United Methodist," the Cross & Flame insignia, and any other intellectual property of the denomination and Annual Conference, including the removal of all signage containing the same."
- d. *Group Tax Exemption Ruling*. As of the Disaffiliation Date, Local Church shall cease to use, and also shall ensure that any affiliates of Local Church which have been included in the group tax exemption ruling shall cease to use, any and all documentation stating that Local Church is included in the denomination's group tax exemption ruling administered by the General Council on Finance and Administration of The United Methodist Church. Local Church and any of its affiliates which have been included in the group tax exemption ruling will be removed as of the Disaffiliation Date.
- 5. Organizational Transition. Local Church shall take all steps necessary to close and/or dissolve any legal entities and to settle, liquidate, or transfer all assets and obligations of such entities, or to establish any new legal entities, or to modify its current organizing documents, as needed to effectuate its disaffiliation from The United Methodist Church to the satisfaction of Annual Conference. Local Church shall indemnify, defend, and hold harmless Annual Conference and its officers, directors, agents, and employees from any liability or costs (including reasonable attorney fees) resulting from any claim, action, or cause of action for damages to persons or property resulting from Local Church's failure to take all necessary steps as required by this Section 5.
- 6. <u>Property</u>. On the Disaffiliation Date, Local Church will have full ownership of the property and assets listed in EXHIBIT B to this Agreement. The parties shall ensure all necessary transfers or other transactions relating to the above properties are completed prior to the Disaffiliation Date. Any costs resulting from such transfers or other transactions shall be borne by Local Church. Annual Conference shall fully cooperate with Local Church, as needed and applicable, to ensure that such transfers and other transactions convey all of Annual Conference's interest both for

itself and on behalf of The United Methodist Church – in the real and personal, tangible and intangible property of Local Church.

- 7. Release of Claims. Upon the completion of all of their respective obligations herein, Annual Conference and Local Church, for themselves and their agents, representatives, members, trustees, employees, successors, attorneys, and assigns, hereby fully and forever covenant not to sue each other, and release and discharge each other, and their current and former trustees, officers, representatives, employees, and assigns, in both their official and individual capacities, from any liability for any and all causes of action and claims, including any statutory or common law cause of action, tort or contractual claims, any claims for attorneys' fees, expenses and all other damages, whether known or unknown, foreseen or unforeseen, which Annual Conference or Local Church ever had, now has, hereafter may have or claim to have against any of the above-named entities or persons in any way arising out of their relationship with each other. The parties further represent they have no pending lawsuit, charge, complaint, or other action against each other. Notwithstanding the foregoing releases and covenants not to sue, the parties may take action to enforce this Disaffiliation Agreement in any court where jurisdiction and venue are proper.
- 8. <u>Time Limit</u>. Should the Local Church fail to satisfy all of its obligations set forth herein by December 31, 2023, this Disaffiliation Agreement shall be null and void.
- 9. <u>Continuing as Plan Sponsor</u>. Nothing in this Disaffiliation Agreement shall prevent Local Church, after the Disaffiliation Date, from continuing to sponsor benefit plans from the General Board of Pension and Health Benefits (Wespath) to the extent permitted by federal law, and provided that Local Church has not expressly resolved that it no longer shares common religious bonds with The United Methodist Church.
- 10. <u>Non-Severability</u>. Each of the terms of this Disaffiliation Agreement is a material and integral part hereof. Should any provision of this Disaffiliation Agreement be held unenforceable or contrary to law, the entire Disaffiliation Agreement shall be deemed null and void.

Representatives of the Local Church

Waller Chair, Administrative Board

Date 4-21-22

Date 4-21-22

Chair, Board of Trustees

# Representatives of the Annual Conference District Superintendent Date Authorized Member, Board of Trustees Date 5 - 5 - 2022

#### EXHIBIT A TO DISAFFILIATION AGREEEMENT

## OFFICER'S CERTIFICATE OF THE DISAFFILIATION VOTE OF THE

MEMBERS OF THE			ETHODIST CHURCH
I, Susan Videsignee of M+ Corme Church members that was ta Paragraph 2553 of the Book of	ıken to disaffiliate fro	m the United Mo	ethodist Church pursuant to
I can certify that the fo	ollowing events transp	ired as described:	
at a meeting duly called by	ouncil and members of the District Superinter	the Church met ondent after notice	on <u>April 21, 2022</u> , as required by the <i>Book of</i>
United Methodist Church sul	bject to the provision;" against disaffiliation	of Paragraph 255 a; <u>5</u> ts are available fo	ether to disaffiliate from the 3 of the <i>Book of Discipline</i> . voted "Yes," to disaffiliate; r inspection upon request.
		OFFICER/AUT	THORIZED DESIGNEE

#### EXHIBIT B TO DISAFFILIATION AGREEEMENT LIST OF ASSETS TO BE TRANSFERRED AND LIABILITIES TO BE ASSUMED

permetery etc.) of Real Proprey description. If m	operty to be transferred (Attach copies of deeds or survey containing ultiple properties, attached a list on a separate sheet.)  Sec Attachment
BANK/FINANCIAL AC be released.   500 分	COUNTS: List bank and type of each account in which trust clause is
PERSONAL PROPERT	Y: Trust clause is to be released in:
	All personal property, other than property bearing "United Methodist Church" or the Cross and Flame
	All personal property, with the exception of the following:
	(List any property that will be retained by the Annual Conference)
	NONE
	<b>'</b>
EXISTING LIABILITE LIABILITY OR TRANS	ES (FOR EACH, PROVIDE PROOF OF SATISFACTION OF SFER OF LIABILITY TO SUCCESSOR ENTITY):
mortgages: $N$	one
SECURED/UNSECUREI	NOTES: None
THREATENED OR PEN	DING LITIGATION No De
SUCCESSOR ENTITY:	Mickey Susan Walker, Linda Rovide corporate name. If unincorporated entity, brustees in whose name transfer should be made)
I CERTIFY THAT THE TO THE BEST OF MY	INFORMATION PROVIDED ABOVE IS TRUE AND CORRECT KNOWLEDGE, INFORMATION AND BELIEF.

#### Standard Form Disaffiliation Agreement-TWK Conference

As mandated by ¶ 2553

#### **DISAFFILIATION AGREEMENT PURSUANT TO ¶ 2553**

This Disaffiliation Agreement Pursuant to ¶ 2553 ("Disaffiliation Agreement") is entered					
into this _	<u> 10th</u>	_day of	<u>May</u>	, 2022, by and betweenMt. Pleasant	2000
("Local Cl	hurch") a	and <i>Tenness</i>	see Western Ke	ntucky Conference of the United Methodist Churc	h
("Annual C	Conferen	ce").			
**********	C I	1 (1 1 1	. II. 4. J N.	athedist should within the houndaries of Annu-	പ

WHEREAS, Local Church is a United Methodist church within the boundaries of Annual Conference;

WHEREAS, Local Church has held a church conference, in compliance with ¶ 246.8, 248, and 2553.2-.3 of *The Book of Discipline of The United Methodist Church* ("Discipline"), at which at least two-thirds (2/3) of the professing members present at the church conference of Local Church voted to disaffiliate from The United Methodist Church "for reasons of conscience regarding a change in the requirements and provisions of the *Book of Discipline* related to the practice of homosexuality or the ordination or marriage of self-avowed practicing homosexuals as resolved and adopted by the 2019 General Conference, or the actions or inactions of its annual conference related to these issues which follow."

WHEREAS, pursuant to ¶ 2501.1 of the *Discipline*, Local Church holds its real and personal, tangible and intangible property "in trust for The United Methodist Church and subject to the provisions of its *Discipline*."

WHEREAS, property subject to  $\P$  2501.1 "can be released from the trust, transferred free of trust or subordinated to the interests of creditors and other third parties only to the extent authority is given by the *Discipline*." ( $\P$  2501.2)

WHEREAS, ¶ 2553 provides a specific circumstance in which property subject to ¶ 2501.1 can be released from the trust imposed by that paragraph.

WHEREAS, ¶ 2553.4 requires the terms and conditions of Local Church's disaffiliation from The United Methodist Church to be "memorialized in a binding Disaffiliation Agreement."

WHEREAS, Local Church and Annual Conference wish to (1) resolve all matters between them, and Local Church wishes to acquire from Annual Conference all of Annual Conference's interest, on behalf of The United Methodist Church, in the real and personal, tangible and intangible property held by Local Church and (2) comply with the requirements of ¶ 2553 and Judicial Council *Decision* 1379.

NOW, THEREFORE, in consideration of the foregoing and all the mutual covenants herein contained, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Local Church and Annual Conference agree as follows:

#### 1. Conditions Precedent. Local Church and Annual Conference acknowledge and agree:

- a. Church Conference Vote. At least two-thirds (2/3) of the professing members present at a church conference of Local Church must vote to disaffiliate from The United Methodist Church "for reasons of conscience regarding a change in the requirements and provisions of the Book of Discipline related to the practice of homosexuality or the ordination or marriage of self-avowed practicing homosexuals as resolved and adopted by the 2019 General Conference, or the actions or inactions of its annual conference related to these issues which follow." Local Church must provide documentation, to the satisfaction of Annual Conference, which evidences the result of the disaffiliation vote taken at the church conference. Such documentation must be certified by an authorized officer of Local Church and shall be included as EXHIBIT A to this Disaffiliation Agreement.
- b. Annual Conference Vote. This Disaffiliation Agreement must be "ratified by a simple majority of the members . . . present and voting" at a duly-called session of Annual Conference, as required by Judicial Council Decision 1379 and ¶ 2529.1b(3).

Should either of the above not occur, this Disaffiliation Agreement shall immediately become null and void.

- 2. <u>Applicability of ¶ 2501</u>. Local Church acknowledges and agrees that pursuant to ¶ 2501 of the *Discipline*, Local Church holds all property, real and personal, tangible and intangible, in trust for the benefit of The United Methodist Church.
- 3. <u>Date of Disaffiliation</u>. Should Local Church timely comply with all of its obligations as set forth herein, Local Church's disaffiliation from The United Methodist Church will be effective on <u>June 30</u>, 2022 ("Disaffiliation Date"). Such Disaffiliation Date must be subsequent to the Annual Conference's ratification referenced in Section 1 above.
- 4. <u>Local Church's Obligations</u>. Unless a different date is specified, Local Church shall, by no later than the Disaffiliation Date, do the following:
  - a. *Payments*. Prior to the Disaffiliation Date, Local Church shall pay to Annual Conference, in a manner specified by Annual Conference, the following:
    - Local Church shall have the right to retain its real and personal, tangible and intangible property without charge. Any costs relating to Local Church's retention of its property will be borne by Local Church.
    - ii. Any unpaid current year Connectional Commitment based on the Annual Conference approved formula, totaling \_4,147 (-352.00) \_\_\_\_\_;
    - iii. An additional twelve (12) months of Connectional Commitment based on the Annual Conference approved formula, totaling 3,155;
    - iv. Any past due Direct Bill Pension or Health Insurance payments \_\_\_\_\_
    - v. An amount equal to Local Church's pro rata share, based on a ratio of church's Connectional Commitment to the current year's budget, of Annual Conference's unfunded pension obligations, based on the Annual Conference's aggregate funding obligations as determined by the General Board of Pension and Health Benefits using market factors similar to a commercial annuity provider, totaling 14,163;
  - b. Other Liabilities. Local Church shall either satisfy all of its debts, loans, and liabilities, or assign or transfer such obligations to its new entity. Such debts, loans and liabilities,

and the disposition thereof, are listed in EXHIBIT B to this Agreement. Local Church must provide sufficient documentation of same to Annual Conference. Notwithstanding whether any such liability is disclosed in EXHIBIT B, all liabilities of Local Church shall remain liabilities of Local Church's new entity and shall not become liabilities of Annual Conference.

- c. Intellectual Property. Local Church shall cease all use of "United Methodist," the Cross & Flame insignia, and any other intellectual property of the denomination and Annual Conference, including the removal of all signage containing the same."
- d. *Group Tax Exemption Ruling*. As of the Disaffiliation Date, Local Church shall cease to use, and also shall ensure that any affiliates of Local Church which have been included in the group tax exemption ruling shall cease to use, any and all documentation stating that Local Church is included in the denomination's group tax exemption ruling administered by the General Council on Finance and Administration of The United Methodist Church. Local Church and any of its affiliates which have been included in the group tax exemption ruling will be removed as of the Disaffiliation Date.
- 5. Organizational Transition. Local Church shall take all steps necessary to close and/or dissolve any legal entities and to settle, liquidate, or transfer all assets and obligations of such entities, or to establish any new legal entities, or to modify its current organizing documents, as needed to effectuate its disaffiliation from The United Methodist Church to the satisfaction of Annual Conference. Local Church shall indemnify, defend, and hold harmless Annual Conference and its officers, directors, agents, and employees from any liability or costs (including reasonable attorney fees) resulting from any claim, action, or cause of action for damages to persons or property resulting from Local Church's failure to take all necessary steps as required by this Section 5.
- 6. <u>Property</u>. On the Disaffiliation Date, Local Church will have full ownership of the property and assets listed in EXHIBIT B to this Agreement. The parties shall ensure all necessary transfers or other transactions relating to the above properties are completed prior to the Disaffiliation Date. Any costs resulting from such transfers or other transactions shall be borne by Local Church. Annual Conference shall fully cooperate with Local Church, as needed and applicable, to ensure that such transfers and other transactions convey all of Annual Conference's interest both for

itself and on behalf of The United Methodist Church – in the real and personal, tangible and intangible property of Local Church.

- 7. Release of Claims. Upon the completion of all of their respective obligations herein, Annual Conference and Local Church, for themselves and their agents, representatives, members, trustees, employees, successors, attorneys, and assigns, hereby fully and forever covenant not to sue each other, and release and discharge each other, and their current and former trustees, officers, representatives, employees, and assigns, in both their official and individual capacities, from any liability for any and all causes of action and claims, including any statutory or common law cause of action, tort or contractual claims, any claims for attorneys' fees, expenses and all other damages, whether known or unknown, foreseen or unforeseen, which Annual Conference or Local Church ever had, now has, hereafter may have or claim to have against any of the above-named entities or persons in any way arising out of their relationship with each other. The parties further represent they have no pending lawsuit, charge, complaint, or other action against each other. Notwithstanding the foregoing releases and covenants not to sue, the parties may take action to enforce this Disaffiliation Agreement in any court where jurisdiction and venue are proper.
- 8. <u>Time Limit</u>. Should the Local Church fail to satisfy all of its obligations set forth herein by December 31, 2023, this Disaffiliation Agreement shall be null and void.
- 9. <u>Continuing as Plan Sponsor</u>. Nothing in this Disaffiliation Agreement shall prevent Local Church, after the Disaffiliation Date, from continuing to sponsor benefit plans from the General Board of Pension and Health Benefits (Wespath) to the extent permitted by federal law, and provided that Local Church has not expressly resolved that it no longer shares common religious bonds with The United Methodist Church.
- 10. Non-Severability. Each of the terms of this Disaffiliation Agreement is a material and integral part hereof. Should any provision of this Disaffiliation Agreement be held unenforceable or contrary to law, the entire Disaffiliation Agreement shall be deemed null and void.

Representatives of the Local Church

Lamon etaso Chair, Administrative Board

Chair, Board of Trustees

Date  $\frac{5|10|23}{2}$ 

Representatives of the Annual Conference	
Cyphia Say District Superinten	dent Date 5/10/22
	r, Board of Trustees Date 6/1/2022

#### EXHIBIT A TO DISAFFILIATION AGREEEMENT

## OFFICER'S CERTIFICATE OF THE DISAFFILIATION VOTE OF THE

#### MEMBERS OF THE MT. PLEASANT UNITED METHODIST CHURCH

I, Shanno Deterso, as the undersigned officer or authorized designee of Mt. Pleasant United Methodist Church ("Church") certify the vote of the Church members that was taken to disaffiliate from the United Methodist Church pursuant to Paragraph 2553 of the Book of Discipline of the United Methodist Church.
I can certify that the following events transpired as described:
1. The Church Council and members of the Church met on Monday May 10, 2022 at 10AM, at a meeting duly called by the District Superintendent after notice as required by the Book of Discipline.
2. There were ballots cast on the issue of whether to disaffiliate from the United Methodist Church subject to the provision of Paragraph 2553 of the Book of Discipline.  voted "No;" against disaffiliation; voted "Yes," to disaffiliate; and abstained. Copies of the ballots are available for inspection upon request.
Damon Peterson
OFFICER/AUTHORIZED DESIGNEE

## EXHIBIT B TO DISAFFILIATION AGREEEMENT LIST OF ASSETS TO BE TRANSFERRED AND LIABILITIES TO BE ASSUMED

MT. PLEASANT UNITED METHODIST CHURCH

property description. If multi	rty to be transferred (Attach copies of deeds or survey containing ple properties, attached a list on a separate sheet.)  225 Mt. Pleasant Road Whiteville, TN 38075
BANK/FINANCIAL ACCO be released.	<b>DUNTS</b> : List bank and type of each account in which trust clause is
PERSONAL PROPERTY:	Trust clause is to be released in:
	All personal property, other than property bearing "United Methodist Church" or the Cross and Flame
	X All personal property, with the exception of the following:
	(List any property that will be retained by the Annual Conference)
<b>EXISTING LIABILITIES</b> LIABILITY OR TRANSFER	(FOR EACH, PROVIDE PROOF OF SATISFACTION OF OF LIABILITY TO SUCCESSOR ENTITY):
MORTGAGES: No.	16
SECURED/UNSECURED N	TOTES: None
THREATENED OR PENDI	NG LITIGATION: None
SUCCESSOR ENTITY: (IF CORPORATION, PROVIDE NAMES OF TRUE	Gerald Lewis, Randy boodman, Steve Aller VIDE CORPORATE NAME. IF UNINCORPORATED ENTITY, USTEES IN WHOSE NAME TRANSFER SHOULD BE MADE)

I CERTIFY THAT THE INFORMATION PROVIDED ABOVE IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE, INFORMATION AND BELIEF.

OFFICER/AUTHORIZED DESIGNEE

#### Standard Form Disaffiliation Agreement-Name Conference

As mandated by  $\P$  2553

#### DISAFFILIATION AGREEMENT PURSUANT TO ¶ 2553

This Disaffiliation Agreement Pursuant to ¶ 2553 ("Disaffiliation Agreement") is entered into this \_\_24th\_\_\_\_ day of \_\_\_\_\_ April \_\_24\_\_\_\_\_, 2022\_\_\_\_, by and between \_\_Mt. Zion (Gibson Co.)\_ ("Local Church") and <u>TN Western KY (TWK)</u> Conference of the United Methodist Church ("Annual Conference").

WHEREAS, Local Church is a United Methodist church within the boundaries of Annual Conference;

WHEREAS, Local Church has held a church conference, in compliance with ¶¶ 246.8, 248, and 2553.2-.3 of *The Book of Discipline of The United Methodist Church* ("Discipline"), at which at least two-thirds (2/3) of the professing members present at the church conference of Local Church voted to disaffiliate from The United Methodist Church "for reasons of conscience regarding a change in the requirements and provisions of the *Book of Discipline* related to the practice of homosexuality or the ordination or marriage of self-avowed practicing homosexuals as resolved and adopted by the 2019 General Conference, or the actions or inactions of its annual conference related to these issues which follow."

WHEREAS, pursuant to ¶ 2501.1 of the *Discipline*, Local Church holds its real and personal, tangible and intangible property "in trust for The United Methodist Church and subject to the provisions of its *Discipline*."

WHEREAS, property subject to  $\P$  2501.1 "can be released from the trust, transferred free of trust or subordinated to the interests of creditors and other third parties only to the extent authority is given by the *Discipline*." ( $\P$  2501.2)

WHEREAS,  $\P$  2553 provides a specific circumstance in which property subject to  $\P$  2501.1 can be released from the trust imposed by that paragraph.

WHEREAS, ¶ 2553.4 requires the terms and conditions of Local Church's disaffiliation from The United Methodist Church to be "memorialized in a binding Disaffiliation Agreement."

WHEREAS, Local Church and Annual Conference wish to (1) resolve all matters between them, and Local Church wishes to acquire from Annual Conference all of Annual Conference's interest, on behalf of The United Methodist Church, in the real and personal, tangible and intangible property held by Local Church and (2) comply with the requirements of ¶ 2553 and Judicial Council *Decision* 1379.

NOW, THEREFORE, in consideration of the foregoing and all the mutual covenants herein contained, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Local Church and Annual Conference agree as follows:

#### 1. Conditions Precedent. Local Church and Annual Conference acknowledge and agree:

- a. Church Conference Vote. At least two-thirds (2/3) of the professing members present at a church conference of Local Church must vote to disaffiliate from The United Methodist Church "for reasons of conscience regarding a change in the requirements and provisions of the Book of Discipline related to the practice of homosexuality or the ordination or marriage of self-avowed practicing homosexuals as resolved and adopted by the 2019 General Conference, or the actions or inactions of its annual conference related to these issues which follow." Local Church must provide documentation, to the satisfaction of Annual Conference, which evidences the result of the disaffiliation vote taken at the church conference. Such documentation must be certified by an authorized officer of Local Church and shall be included as EXHIBIT A to this Disaffiliation Agreement.
- b. Annual Conference Vote. This Disaffiliation Agreement must be "ratified by a simple majority of the members . . . present and voting" at a duly-called session of Annual Conference, as required by Judicial Council Decision 1379 and ¶ 2529.1b(3).

Should either of the above not occur, this Disaffiliation Agreement shall immediately become null and void.

2. <u>Applicability of ¶ 2501</u>. Local Church acknowledges and agrees that pursuant to ¶ 2501 of the *Discipline*, Local Church holds all property, real and personal, tangible and intangible, in trust for the benefit of The United Methodist Church.



- 3. <u>Date of Disaffiliation</u>. Should Local Church timely comply with all of its obligations as set forth herein, Local Church's disaffiliation from The United Methodist Church will be effective on <u>(430)</u>, 20<u>30</u> ("Disaffiliation Date"). Such Disaffiliation Date must be subsequent to the Annual Conference's ratification referenced in Section 1 above.
- 4. <u>Local Church's Obligations</u>. Unless a different date is specified, Local Church shall, by no later than the Disaffiliation Date, do the following:
  - a. *Payments*. Prior to the Disaffiliation Date, Local Church shall pay to Annual Conference, in a manner specified by Annual Conference, the following:
    - i. Local Church shall have the right to retain its real and personal, tangible and intangible property without charge. Any costs relating to Local Church's retention of its property will be borne by Local Church.
    - ii. Any unpaid current year Connectional Commitment based on the Annual Conference approved formula, totaling 6,396 (-4,705);
    - iii. An additional twelve (12) months of Connectional Commitment based on the Annual Conference approved formula, totaling \_\_\_5,718\_\_\_\_\_;
    - iv. Any past due Direct Bill Pension or Health Insurance payments
    - v. An amount equal to Local Church's pro rata share, based on a ratio of church's Connectional Commitment to the current year's budget, of Annual Conference's unfunded pension obligations, based on the Annual Conference's aggregate funding obligations as determined by the General Board of Pension and Health Benefits using market factors similar to a commercial annuity provider, totaling \_25,668\_\_\_\_\_;
  - b. Other Liabilities. Local Church shall either satisfy all of its debts, loans, and liabilities, or assign or transfer such obligations to its new entity. Such debts, loans and liabilities,

and the disposition thereof, are listed in EXHIBIT B to this Agreement. Local Church must provide sufficient documentation of same to Annual Conference. Notwithstanding whether any such liability is disclosed in EXHIBIT B, all liabilities of Local Church shall remain liabilities of Local Church's new entity and shall not become liabilities of Annual Conference.

- c. Intellectual Property. Local Church shall cease all use of "United Methodist," the Cross & Flame insignia, and any other intellectual property of the denomination and Annual Conference, including the removal of all signage containing the same."
- d. Group Tax Exemption Ruling. As of the Disaffiliation Date, Local Church shall cease to use, and also shall ensure that any affiliates of Local Church which have been included in the group tax exemption ruling shall cease to use, any and all documentation stating that Local Church is included in the denomination's group tax exemption ruling administered by the General Council on Finance and Administration of The United Methodist Church. Local Church and any of its affiliates which have been included in the group tax exemption ruling will be removed as of the Disaffiliation Date.
- 5. Organizational Transition. Local Church shall take all steps necessary to close and/or dissolve any legal entities and to settle, liquidate, or transfer all assets and obligations of such entities, or to establish any new legal entities, or to modify its current organizing documents, as needed to effectuate its disaffiliation from The United Methodist Church to the satisfaction of Annual Conference. Local Church shall indemnify, defend, and hold harmless Annual Conference and its officers, directors, agents, and employees from any liability or costs (including reasonable attorney fees) resulting from any claim, action, or cause of action for damages to persons or property resulting from Local Church's failure to take all necessary steps as required by this Section 5.
- 6. <u>Property</u>. On the Disaffiliation Date, Local Church will have full ownership of the property and assets listed in EXHIBIT B to this Agreement. The parties shall ensure all necessary transfers or other transactions relating to the above properties are completed prior to the Disaffiliation Date. Any costs resulting from such transfers or other transactions shall be borne by Local Church. Annual Conference shall fully cooperate with Local Church, as needed and applicable, to ensure that such transfers and other transactions convey all of Annual Conference's interest both for

itself and on behalf of The United Methodist Church - in the real and personal, tangible and intangible property of Local Church.

- 7. Release of Claims. Upon the completion of all of their respective obligations herein, Annual Conference and Local Church, for themselves and their agents, representatives, members, trustees, employees, successors, attorneys, and assigns, hereby fully and forever covenant not to sue each other, and release and discharge each other, and their current and former trustees, officers, representatives, employees, and assigns, in both their official and individual capacities, from any liability for any and all causes of action and claims, including any statutory or common law cause of action, tort or contractual claims, any claims for attorneys' fees, expenses and all other damages, whether known or unknown, foreseen or unforeseen, which Annual Conference or Local Church ever had, now has, hereafter may have or claim to have against any of the above-named entities or persons in any way arising out of their relationship with each other. The parties further represent they have no pending lawsuit, charge, complaint, or other action against each other. Notwithstanding the foregoing releases and covenants not to sue, the parties may take action to enforce this Disaffiliation Agreement in any court where jurisdiction and venue are proper.
  - 8. <u>Time Limit</u>. Should the Local Church fail to satisfy all of its obligations set forth herein by December 31, 2023, this Disaffiliation Agreement shall be null and void.
  - 9. Continuing as Plan Sponsor. Nothing in this Disaffiliation Agreement shall prevent Local Church, after the Disaffiliation Date, from continuing to sponsor benefit plans from the General Board of Pension and Health Benefits (Wespath) to the extent permitted by federal law, and provided that Local Church has not expressly resolved that it no longer shares common religious bonds with The United Methodist Church.
  - 10. Non-Severability. Each of the terms of this Disaffiliation Agreement is a material and integral part hereof. Should any provision of this Disaffiliation Agreement be held unenforceable or contrary to law, the entire Disaffiliation Agreement shall be deemed null and void.

Representatives of the Local Church

Betty B Cutry Chair, Administrative Board

Date 4-24-22
Date 4/24/22

Molly award Chair, Board of Trustees

Representatives of the Annual Co	nference	
Cynthia Davis	_ District Superintendent	Date 4/24/22
D.R. Vhr	_Authorized Member, Board of Trus	tees Date 6-1-2022
<del>-</del> 7/		

### **EXHIBIT A TO DISAFFILIATION AGREEEMENT**

# OFFICER'S CERTIFICATE OF THE DISAFFILIATION VOTE OF THE

MEMBERS OF THE	Mt. Zion	UNITED METHODIST CH	URCH
designee of MH, 3/60 Church members that was taked Paragraph 2553 of the Book of I	en to disaffiliate fr	, as the undersigned officer st Church ("Church") certify the com the United Methodist Church.	e vote of the
I can certify that the foll	owing events trans	pired as described:	
at a meeting duly called by the Discipline.  2. There were 1 United Methodist Church subjections	ballots cast o	of the Church met onApril 24. endent after notice as required being the issue of whether to disaffin of Paragraph 2553 of the <i>Book</i> on; voted "Yes,"	y the <i>Book of</i> iliate from the <i>of Discipline</i> .
		ots are available for inspection up	
		DIMMY DOA OFFICER/OUTHORIZED D	DESIGNEE

Mt. Zion (Gibson Co.)

# EXHIBIT B TO DISAFFILIATION AGREEEMENT LIST OF ASSETS TO BE TRANSFERRED AND LIABILITIES TO BE ASSUMED

**REAL PROPERTY**: Address, Deed Book/Page and Use (i.e., church building, parsonage, cemetery etc.) of Real Property to be transferred (Attach copies of deeds or survey containing property description. If multiple properties, attached a list on a separate sheet.)

	tiple properties, attached a list on a separate sheet.)
	Mt. Zion UMC (Gibson Co), 125 Mt. Zion Rd., Medina, TN 38355
<b>BANK/FINANCIAL ACC</b> be released.	COUNTS: List bank and type of each account in which trust clause is
PERSONAL PROPERTY	: Trust clause is to be released in:
	All personal property, other than property bearing "United Methodist Church" or the Cross and Flame
	All personal property, with the exception of the following:
	(List any property that will be retained by the Annual Conference)
EXISTING LIABILITIE LIABILITY OR TRANSI	S (FOR EACH, PROVIDE PROOF OF SATISFACTION OF SER OF LIABILITY TO SUCCESSOR ENTITY):
	× / / .
MORTGAGES:	N/A
MORTGAGES:  SECURED/UNSECURED	NOTES: NOTES:
	\ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \
SECURED/UNSECURED THREATENED OR PEND SUCCESSOR ENTITY: (IF CORPORATION, PRO	\ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \

# Standard Form Disaffiliation Agreement-Name Conference As mandated by ¶ 2553

#### DISAFFILIATION AGREEMENT PURSUANT TO ¶ 2553

This Disaffiliation Agreement Pursuant to ¶ 2553 ("Disaffiliation Agreement") is entered into this \_\_\_\_\_\_ day of \_\_\_\_\_\_\_, 2022, by and between Murrys Chapel UMC ("Local Church") and Tennessee-Western Kentucky Conference of the United Methodist Church ("Annual Conference"). Archers Chapel Church, Inc. joins in this Agreement solely for the purpose of settling all issues related to the parsonage located at Highway 88, Maury City, Tennessee.

WHEREAS, Local Church is a United Methodist church within the boundaries of Annual Conference;

WHEREAS, Local Church has held a church conference, in compliance with ¶ 246.8, 248, and 2553.2-.3 of *The Book of Discipline of The United Methodist Church* ("Discipline"), at which at least two-thirds (2/3) of the professing members present at the church conference of Local Church voted to disaffiliate from The United Methodist Church "for reasons of conscience regarding a change in the requirements and provisions of the *Book of Discipline* related to the practice of homosexuality or the ordination or marriage of self-avowed practicing homosexuals as resolved and adopted by the 2019 General Conference, or the actions or inactions of its annual conference related to these issues which follow."

WHEREAS, pursuant to ¶ 2501.1 of the *Discipline*, Local Church holds its real and personal, tangible and intangible property "in trust for The United Methodist Church and subject to the provisions of its *Discipline*."

WHEREAS, property subject to \$2501.1 "can be released from the trust, transferred free of trust or subordinated to the interests of creditors and other third parties only to the extent authority is given by the *Discipline*." (\$2501.2)

WHEREAS, ¶ 2553 provides a specific circumstance in which property subject to ¶ 2501.1 can be released from the trust imposed by that paragraph.

WHEREAS, ¶ 2553.4 requires the terms and conditions of Local Church's disaffiliation from The United Methodist Church to be "memorialized in a binding Disaffiliation Agreement."

WHEREAS, Local Church and Annual Conference wish to (1) resolve all matters between them, and Local Church wishes to acquire from Annual Conference all of Annual Conference's interest, on behalf of The United Methodist Church, in the real and personal, tangible and intangible property held by Local Church and (2) comply with the requirements of ¶ 2553 and Judicial Council Decision 1379.

NOW, THEREFORE, in consideration of the foregoing and all the mutual covenants herein contained, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Local Church and Annual Conference agree as follows:

- 1. Conditions Precedent. Local Church and Annual Conference acknowledge and agree:
  - a. Church Conference Vote. At least two-thirds (2/3) of the professing members present at a church conference of Local Church must vote to disaffiliate from The United Methodist Church "for reasons of conscience regarding a change in the requirements and provisions of the Book of Discipline related to the practice of homosexuality or the ordination or marriage of self-avowed practicing homosexuals as resolved and adopted by the 2019 General Conference, or the actions or inactions of its annual conference related to these issues which follow." Local Church must provide documentation, to the satisfaction of Annual Conference, which evidences the result of the disaffiliation vote taken at the church conference. Such documentation must be certified by an authorized officer of Local Church and shall be included as EXHIBIT A to this Disaffiliation Agreement.
  - b. Annual Conference Vote. This Disaffiliation Agreement must be "ratified by a simple majority of the members . . . present and voting" at a duly-called session of Annual Conference, as required by Judicial Council Decision 1379 and ¶ 2529.1b(3).

Should either of the above not occur, this Disaffiliation Agreement shall immediately become null and void.

- 2. Applicability of ¶ 2501. Local Church acknowledges and agrees that pursuant to ¶ 2501 of the *Discipline*, Local Church holds all property, real and personal, tangible and intangible, in trust for the benefit of The United Methodist Church.
- 3. <u>Date of Disaffiliation</u>. Should Local Church timely comply with all of its obligations as set forth herein, Local Church's disaffiliation from The United Methodist Church will be effective on June 30, 2022 ("Disaffiliation Date"). Such Disaffiliation Date must be subsequent to the Annual Conference's ratification referenced in Section 1 above. Notwithstanding that the Disaffiliation Date shall not occur until after Annual Conference's ratification, the parties agree that upon Local Church's completion of its local church conference vote and execution of this Agreement by Local Church's authorized representative, neither Annual Conference nor the Bishop for the Episcopal area shall have any obligation to appoint clergy to Local Church, nor shall Local Church have any obligation to accept clergy so appointed, and Local Church shall be, from said date, solely responsible for selection and supervision of its own clergy.
- 4. <u>Local Church's Obligations</u>. Unless a different date is specified, Local Church shall, by no later than the Disaffiliation Date, do the following:
  - a. Payments. Prior to the Disaffiliation Date, Local Church (or Archers Chapel Church, Inc., on behalf of Local Church) shall pay to Annual Conference, in a manner specified by Annual Conference, the following:
    - Local Church shall have the right to retain its real and personal, tangible and intangible property without charge. Any costs relating to Local Church's retention of its property will be borne by Local Church.
    - ii. Any unpaid current year Connectional Commitment based on the Annual Conference approved formula, totaling \$3424.00.
    - An additional twelve (12) months of Connectional Commitment based on the Annual Conference approved formula, totaling \$3424.00;
    - iv. Past due Direct Bill Pension or Health Insurance payments, totaling \$3114.00.

- v. An amount equal to Local Church's pro rata share, based on a ratio of church's Connectional Commitment to the current year's budget, of Annual Conference's unfunded pension obligations, based on the Annual Conference's aggregate funding obligations as determined by the General Board of Pension and Health Benefits using market factors similar to a commercial annuity provider, totaling \$15,370.00;
- b. Other Liabilities. Local Church shall either satisfy all of its debts, loans, and liabilities, or assign or transfer such obligations to its new entity. Such debts, loans and liabilities, and the disposition thereof, are listed in EXHIBIT B to this Agreement. Local Church must provide sufficient documentation of same to Annual Conference. Notwithstanding whether any such liability is disclosed in EXHIBIT B, all liabilities of Local Church shall remain liabilities of Local Church's new entity and shall not become liabilities of Annual Conference.
- c. Intellectual Property. Local Church shall cease all use of "United Methodist," the Cross & Flame insignia, and any other intellectual property of the denomination and Annual Conference, including the removal of all signage containing the same."
- d. Group Tax Exemption Ruling. As of the Disaffiliation Date, Local Church shall cease to use, and also shall ensure that any affiliates of Local Church which have been included in the group tax exemption ruling shall cease to use, any and all documentation stating that Local Church is included in the denomination's group tax exemption ruling administered by the General Council on Finance and Administration of The United Methodist Church. Local Church and any of its affiliates which have been included in the group tax exemption ruling will be removed as of the Disaffiliation Date.
- 5. Organizational Transition. Local Church shall take all steps necessary to close and/or dissolve any legal entities and to settle, liquidate, or transfer all assets and obligations of such entities, or to establish any new legal entities, or to modify its current organizing documents, as needed to effectuate its disaffiliation from The United Methodist Church to the satisfaction of Annual Conference. Local Church shall indemnify, defend, and hold harmless Annual Conference and its officers, directors, agents, and employees from any liability or costs (including reasonable attorney

fees) resulting from any claim, action, or cause of action for damages to persons or property resulting from Local Church's failure to take all necessary steps as required by this Section 5.

- 6. Property. On the Disaffiliation Date, Local Church will have full ownership of the property and assets listed in EXHIBIT B to this Agreement, with the exception of the parsonage. On the Disaffiliation Date, Archers Chapel, Inc., will have full ownership of the parsonage property located at Highway 88, Maury City, Tennessee. The parties shall ensure all necessary transfers or other transactions relating to the above properties are completed prior to the Disaffiliation Date. The real property shall be conveyed to Local Church and to Archers Chapel Church, Inc. by quitclaim deed on or before the Disaffiliation Date, but in no event prior to approval by Conference at its June, 2022 session. Any costs resulting from such transfers or other transactions shall be borne by Local Church. Annual Conference shall fully cooperate with Local Church, as needed and applicable, to ensure that such transfers and other transactions convey all of Annual Conference's interest both for itself and on behalf of The United Methodist Church in the real and personal, tangible and intangible property of Local Church.
- 7. Release of Claims. Upon the completion of all of their respective obligations herein, Annual Conference, Local Church, and Archers Chapel Church, Inc., for themselves and their agents, representatives, members, trustees, employees, successors, attorneys, and assigns, hereby fully and forever covenant not to sue each other, and release and discharge each other, and their current and former trustees, officers, representatives, employees, and assigns, in both their official and individual capacities, from any liability for any and all causes of action and claims, including any statutory or common law cause of action, tort or contractual claims, any claims for attorneys' fees, expenses and all other damages, whether known or unknown, foreseen or unforeseen, which Annual Conference or Local Church ever had, now has, hereafter may have or claim to have against any of the above-named entities or persons in any way arising out of their relationship with each other. The parties further represent they have no pending lawsuit, charge, complaint, or other action against each other. Notwithstanding the foregoing releases and covenants not to sue, the parties may take action to enforce this Disaffiliation Agreement in any court where jurisdiction and venue are proper.
- 8. <u>Time Limit</u>. Should the Local Church fail to satisfy all of its obligations set forth herein by December 31, 2023, this Disaffiliation Agreement shall be null and void.

- 9. <u>Continuing as Plan Sponsor</u>. Nothing in this Disaffiliation Agreement shall prevent Local Church, after the Disaffiliation Date, from continuing to sponsor benefit plans from the General Board of Pension and Health Benefits (Wespath) to the extent permitted by federal law, and provided that Local Church has not expressly resolved that it no longer shares common religious bonds with The United Methodist Church.
- 10. Non-Severability. Each of the terms of this Disaffiliation Agreement is a material and integral part hereof. Should any provision of this Disaffiliation Agreement be held unenforceable or contrary to law, the entire Disaffiliation Agreement shall be deemed null and void.

Representatives of the Local Church

Chair, Administrative Board

Date

3-6-72

Chair, Board of Trustees

Date

Authorized Member, Board of Trustees Date

Representatives of Archers Chapel Church, Inc.

Chair, Board of Directors

Officer, Board of Directors

Date

Officer, Board of Directors

Date

Date

3-7-7

Date

3-7-7

Date

3-7-7

Date

3-7-7

Date

Date

Date

3-7-7

Date

# **EXHIBIT A TO DISAFFILIATION AGREEEMENT**

# OFFICER'S CERTIFICATE OF THE DISAFFILIATION VOTE

The second secon
MEMBERS OF THE Many & Copy United Methodist Church
MEMBERS OF THE Mark & UNITED METHODIST CHURCH  I, Mark & United Methodist Church ("Church") certify the vote of the Church members that was taken to disaffiliate from the United Methodist Church pursuant to Paragraph 2553 of the Book of Discipline of the United Methodist Church.
I can certify that the following events transpired as described:
The Church Council and members of the Church met on at a meeting duly called by the District Superintendent after notice as required by the <i>Book of Discipline</i> .
2. There were / ballots cast on the issue of whether to disaffiliate from the United Methodist Church subject to the provision of Paragraph 2553 of the Book of Discipline.  voted "No;" against disaffiliation; voted "Yes," to disaffiliate; abstained. Copies of the ballots are available for inspection upon request.
Rland R. Rlan
OFFICER/AUTHORIZED DESIGNEE

## EXHIBIT B TO DISAFFILIATION AGREEEMENT LIST OF ASSETS TO BE TRANSFERRED AND LIABILITIES TO BE ASSUMED

cemetery etc.) of Real Prope	ress, Deed Book/Page and Use (i.e., church building, parsonage, rty to be transferred (Attach copies of deeds or survey containing ple properties, attached a list on a separate sheet.)
Free Free Free Free Free Free Free Free	Mana 16 (Coul Chard Johns . Crowl
	Pancarate 704 masons
	Manay's (Coy) Charl Johnson Ground Pansager 20% manays H
BANK/FINANCIAL ACCO	DUNTS: List bank and type of each account in which trust clause is
PERSONAL PROPERTY:	Trust clause is to be released in:
	All personal property, other than property bearing "United Methodist Church" or the Cross and Flame
	All personal property, with the exception of the following:
	(List any property that will be retained by the Annual Conference)
EXISTING LIABILITIES LIABILITY OR TRANSFI	(FOR EACH, PROVIDE PROOF OF SATISFACTION OF ER OF LIABILITY TO SUCCESSOR ENTITY):
MORTGAGES:	
SECURED/UNSECURED N	IOTES:
THREATENED OR PENDI	NG LITIGATION O
SUCCESSOR ENTITY: J (IF CORPORATION, PRO) PROVIDE NAMES OF TRU	VIDE CORPORATE NAME. IF UNINCORPORATED ENTITY, JSTEES IN WHOSE NAME TRANSFER SHOULD BE MADE)
I CERTIFY THAT THE IN TO THE BEST OF MY KI	FORMATION PROVIDED ABOVE IS TRUE AND CORRECT NOWLEDGE, INFORMATION AND BELIEF.
	OFFICER/AUTHORIZED DESIGNEE

#### Standard Form Disaffiliation Agreement-Name Conference

As mandated by ¶ 2553

### DISAFFILIATION AGREEMENT PURSUANT TO ¶ 2553

This Disaffiliation Agreement Pursuant to ¶ 2553 ("Disaffiliation Agreement") is entered

into this	22nd_	day of	<u>April</u>	, 2022, by and between	Nebo UMC
("Local Cl	nurch") a	and TN Wes	tern KY (TWK	Conference of the United	Methodist Church
("Annual C	Conferenc	e'').			
WHEREAS Conference		Church is a	united Metho	odist church within the bour	ndaries of Annual
WHEREA	S, Local	Church has h	eld a church co	onference, in compliance with	¶¶ 246.8, 248, and
2553.23	of <i>The Bo</i>	ook of Discip	line of The Unit	ted Methodist Church ("Discip	oline"), at which at
least two-th	hirds (2/3	) of the profe	ssing members	present at the church conference	ce of Local Church
voted to di	isaffiliate	from The U	nited Methodis	t Church "for reasons of cons	cience regarding a
change in	the requi	rements and	provisions of t	he <i>Book of Discipline</i> related	to the practice of
homosexua	ality or th	e ordination	or marriage of	self-avowed practicing homos	exuals as resolved
and adopte	d by the	2019 Genera	l Conference, or	the actions or inactions of its	annual conference
related to t	hese issu	es which foll	ow."		
WHEREA	S, pursua	nt to ¶ 2501	.1 of the Discip	pline, Local Church holds its	real and personal,
				The United Methodist Church	
provisions					
				be released from the trust, trans	
given by th	ne Discipi	line." (¶ 2501	2)		

WHEREAS,  $\P$  2553.4 requires the terms and conditions of Local Church's disaffiliation from The United Methodist Church to be "memorialized in a binding Disaffiliation Agreement."

WHEREAS, ¶ 2553 provides a specific circumstance in which property subject to ¶ 2501.1 can be

released from the trust imposed by that paragraph.

WHEREAS, Local Church and Annual Conference wish to (1) resolve all matters between them, and Local Church wishes to acquire from Annual Conference all of Annual Conference's interest, on behalf of The United Methodist Church, in the real and personal, tangible and intangible property held by Local Church and (2) comply with the requirements of ¶ 2553 and Judicial Council *Decision* 1379.

NOW, THEREFORE, in consideration of the foregoing and all the mutual covenants herein contained, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Local Church and Annual Conference agree as follows:

#### 1. Conditions Precedent. Local Church and Annual Conference acknowledge and agree:

- a. Church Conference Vote. At least two-thirds (2/3) of the professing members present at a church conference of Local Church must vote to disaffiliate from The United Methodist Church "for reasons of conscience regarding a change in the requirements and provisions of the Book of Discipline related to the practice of homosexuality or the ordination or marriage of self-avowed practicing homosexuals as resolved and adopted by the 2019 General Conference, or the actions or inactions of its annual conference related to these issues which follow." Local Church must provide documentation, to the satisfaction of Annual Conference, which evidences the result of the disaffiliation vote taken at the church conference. Such documentation must be certified by an authorized officer of Local Church and shall be included as EXHIBIT A to this Disaffiliation Agreement.
- b. Annual Conference Vote. This Disaffiliation Agreement must be "ratified by a simple majority of the members . . . present and voting" at a duly-called session of Annual Conference, as required by Judicial Council Decision 1379 and ¶ 2529.1b(3).

Should either of the above not occur, this Disaffiliation Agreement shall immediately become null and void.

- 2. <u>Applicability of ¶ 2501</u>. Local Church acknowledges and agrees that pursuant to ¶ 2501 of the *Discipline*, Local Church holds all property, real and personal, tangible and intangible, in trust for the benefit of The United Methodist Church.
- 3. <u>Date of Disaffiliation</u>. Should Local Church timely comply with all of its obligations as set forth herein, Local Church's disaffiliation from The United Methodist Church will be effective on ("Disaffiliation Date"). Such Disaffiliation Date must be subsequent to the Annual Conference's ratification referenced in Section 1 above.
  - 4. <u>Local Church's Obligations</u>. Unless a different date is specified, Local Church shall, by no later than the Disaffiliation Date, do the following:
    - a. *Payments*. Prior to the Disaffiliation Date, Local Church shall pay to Annual Conference, in a manner specified by Annual Conference, the following:
      - i. Local Church shall have the right to retain its real and personal, tangible and intangible property without charge. Any costs relating to Local Church's retention of its property will be borne by Local Church.
      - ii. Any unpaid current year Connectional Commitment based on the Annual Conference approved formula, totaling 2,105.46 (-1,583.00);
      - iii. An additional twelve (12) months of Connectional Commitment based on the Annual Conference approved formula, totaling <u>2,091.00</u>;
      - iv. Any past due Direct Bill Pension or Health Insurance payments
      - v. An amount equal to Local Church's pro rata share, based on a ratio of church's Connectional Commitment to the current year's budget, of Annual Conference's unfunded pension obligations, based on the Annual Conference's aggregate funding obligations as determined by the General Board of Pension and Health Benefits using market factors similar to a commercial annuity provider, totaling 9,386.00;
    - b. Other Liabilities. Local Church shall either satisfy all of its debts, loans, and liabilities, or assign or transfer such obligations to its new entity. Such debts, loans and liabilities,

and the disposition thereof, are listed in EXHIBIT B to this Agreement. Local Church must provide sufficient documentation of same to Annual Conference. Notwithstanding whether any such liability is disclosed in EXHIBIT B, all liabilities of Local Church shall remain liabilities of Local Church's new entity and shall not become liabilities of Annual Conference.

- c. Intellectual Property. Local Church shall cease all use of "United Methodist," the Cross
   & Flame insignia, and any other intellectual property of the denomination and Annual
   Conference, including the removal of all signage containing the same."
- d. *Group Tax Exemption Ruling*. As of the Disaffiliation Date, Local Church shall cease to use, and also shall ensure that any affiliates of Local Church which have been included in the group tax exemption ruling shall cease to use, any and all documentation stating that Local Church is included in the denomination's group tax exemption ruling administered by the General Council on Finance and Administration of The United Methodist Church. Local Church and any of its affiliates which have been included in the group tax exemption ruling will be removed as of the Disaffiliation Date.
- 5. Organizational Transition. Local Church shall take all steps necessary to close and/or dissolve any legal entities and to settle, liquidate, or transfer all assets and obligations of such entities, or to establish any new legal entities, or to modify its current organizing documents, as needed to effectuate its disaffiliation from The United Methodist Church to the satisfaction of Annual Conference. Local Church shall indemnify, defend, and hold harmless Annual Conference and its officers, directors, agents, and employees from any liability or costs (including reasonable attorney fees) resulting from any claim, action, or cause of action for damages to persons or property resulting from Local Church's failure to take all necessary steps as required by this Section 5.
- 6. <u>Property</u>. On the Disaffiliation Date, Local Church will have full ownership of the property and assets listed in EXHIBIT B to this Agreement. The parties shall ensure all necessary transfers or other transactions relating to the above properties are completed prior to the Disaffiliation Date. Any costs resulting from such transfers or other transactions shall be borne by Local Church. Annual Conference shall fully cooperate with Local Church, as needed and applicable, to ensure that such transfers and other transactions convey all of Annual Conference's interest both for

itself and on behalf of The United Methodist Church - in the real and personal, tangible and intangible property of Local Church.

- 7. Release of Claims. Upon the completion of all of their respective obligations herein, Annual Conference and Local Church, for themselves and their agents, representatives, members, trustees, employees, successors, attorneys, and assigns, hereby fully and forever covenant not to sue each other, and release and discharge each other, and their current and former trustees, officers, representatives, employees, and assigns, in both their official and individual capacities, from any liability for any and all causes of action and claims, including any statutory or common law cause of action, tort or contractual claims, any claims for attorneys' fees, expenses and all other damages, whether known or unknown, foreseen or unforeseen, which Annual Conference or Local Church ever had, now has, hereafter may have or claim to have against any of the above-named entities or persons in any way arising out of their relationship with each other. The parties further represent they have no pending lawsuit, charge, complaint, or other action against each other. Notwithstanding the foregoing releases and covenants not to sue, the parties may take action to enforce this Disaffiliation Agreement in any court where jurisdiction and venue are proper.
- 8. Time Limit. Should the Local Church fail to satisfy all of its obligations set forth herein by December 31, 2023, this Disaffiliation Agreement shall be null and void.
- 9. Continuing as Plan Sponsor. Nothing in this Disaffiliation Agreement shall prevent Local Church, after the Disaffiliation Date, from continuing to sponsor benefit plans from the General Board of Pension and Health Benefits (Wespath) to the extent permitted by federal law, and provided that Local Church has not expressly resolved that it no longer shares common religious bonds with The United Methodist Church.
- 10. Non-Severability. Each of the terms of this Disaffiliation Agreement is a material and integral part hereof. Should any provision of this Disaffiliation Agreement be held unenforceable or contrary to law, the entire Disaffiliation Agreement shall be deemed null and void.

Representatives of the Local Church

Ray Scott Chair, Administrative Board

Chair, Board of Trustees

Date 4-22-2022

Date 4-23-2022

Representatives of the Annual Co	nference		
Representatives of the Annual Co	_ District Superintendent	Date _	4/22/22
AR Ve	_Authorized Member, Board o	of Trustees Date	5-5-22

### **EXHIBIT A TO DISAFFILIATION AGREEEMENT**

# OFFICER'S CERTIFICATE OF THE DISAFFILIATION VOTE OF THE

MEMBERS OF THE	NEBO	_UNITED MET	HODIST CHURC	H
I, <u>Noby Car Hor</u> designee of <u>Nobo</u> Church members that was taken to Paragraph 2553 of the <i>Book of Dis</i>	to disaffiliate f	rom the United N	Methodist Church	
I can certify that the follow	ing events trans	spired as describe	d:	
1. The Church C 1. The Church C 1. The Church C 1. The Church C 2. ZO ZZ 1. The Church C 2. ZO ZZ 2. ZO ZZ	Council and, at a meeting Discipline.	members of duly called by the	the Church e District Superint	met on endent after
2. There were	to the provision	n of Paragraph 25	553 of the Book of	Discipline.
			Carles	
		OFFICER/AU	J <b>THORIZED DE</b> S	SIGNEE

# EXHIBIT B TO DISAFFILIATION AGREEEMENT LIST OF ASSETS TO BE TRANSFERRED AND LIABILITIES TO BE ASSUMED

cemetery etc.) of Real Pro	perty to be tran	sook/Page and Use (i.e., chur sferred (Attach copies of dee s, attached a list on a separate s	ds or survey containing
Profession and the second	Church.	a lot 300 Nebo Yo 12-Nebo School Ian	ckville Pd, Dyer
BANK/FINANCIAL ACC be released.	COUNTS: List	bank and type of each account	in which trust clause is
PERSONAL PROPERTY	All r	is to be released in: personal property, other than phurch" or the Cross and Flame	roperty bearing "United
		personal property, with the exc perty that will be retained by t	
LIABILITY OR TRANSFI	ER OF LIABILI	H, PROVIDE PROOF OF	SATISFACTION OF
•	•	(h) P	
THREATENED	OR	/かいセ PENDING	LITIGATION
SUCCESSOR ENTITY: (IF CORPORATION, PROVIDE NAMES OF TI	Savan Tovide corporustees in w	DRATE NAME! IF UNINCOUNTERS	DRANKY Carlton DRPORATED ENTITY, SHOULD BE MADE)
I CERTIFY THAT THE I	INFORMATIOI (NOWLEDGE,	N PROVIDED ABOVE IS T , INFORMATION AND BELI	RUE AND CORRECT EF.
Bobly Co	ulten	OFFICER/AUTHO	RIZED DESIGNEE

# Standard Form Disaffiliation Agreement-Tennessee-Western Kentucky Conference As mandated by ¶ 2553

#### **DISAFFILIATION AGREEMENT PURSUANT TO ¶ 2553**

This Disaffiliation Agreement Pursuant to ¶ 2553 ("Disaffiliation Agreement") is entered into this \_\_\_\_9th\_\_\_ day of \_\_May\_\_\_\_\_, 20\_22, by and between \_New Shiloh UMC\_\_\_ ("Local Church") and *the Tennessee-Western Kentucky* Conference of the United Methodist Church ("Annual Conference").

WHEREAS, Local Church is a United Methodist church within the boundaries of Annual Conference;

WHEREAS, Local Church has held a church conference, in compliance with ¶¶ 246.8, 248, and 2553.2-.3 of *The Book of Discipline of The United Methodist Church* ("*Discipline*"), at which at least two-thirds (2/3) of the professing members present at the church conference of Local Church voted to disaffiliate from The United Methodist Church "for reasons of conscience regarding a change in the requirements and provisions of the *Book of Discipline* related to the practice of homosexuality or the ordination or marriage of self-avowed practicing homosexuals as resolved and adopted by the 2019 General Conference, or the actions or inactions of its annual conference related to these issues which follow."

WHEREAS, pursuant to ¶ 2501.1 of the *Discipline*, Local Church holds its real and personal, tangible and intangible property "in trust for The United Methodist Church and subject to the provisions of its *Discipline*."

WHEREAS, property subject to ¶ 2501.1 "can be released from the trust, transferred free of trust or subordinated to the interests of creditors and other third parties only to the extent authority is given by the *Discipline*." ( $\P$  2501.2)

WHEREAS, ¶ 2553 provides a specific circumstance in which property subject to ¶ 2501.1 can be released from the trust imposed by that paragraph.

WHEREAS, ¶ 2553.4 requires the terms and conditions of Local Church's disaffiliation from The United Methodist Church to be "memorialized in a binding Disaffiliation Agreement."

WHEREAS, Local Church and Annual Conference wish to (1) resolve all matters between them, and Local Church wishes to acquire from Annual Conference all of Annual Conference's interest, on behalf of The United Methodist Church, in the real and personal, tangible and intangible property held by Local Church and (2) comply with the requirements of ¶ 2553 and Judicial Council *Decision* 1379.

NOW, THEREFORE, in consideration of the foregoing and all the mutual covenants herein contained, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Local Church and Annual Conference agree as follows:

#### 1. Conditions Precedent. Local Church and Annual Conference acknowledge and agree:

- a. Church Conference Vote. At least two-thirds (2/3) of the professing members present at a church conference of Local Church must vote to disaffiliate from The United Methodist Church "for reasons of conscience regarding a change in the requirements and provisions of the Book of Discipline related to the practice of homosexuality or the ordination or marriage of self-avowed practicing homosexuals as resolved and adopted by the 2019 General Conference, or the actions or inactions of its annual conference related to these issues which follow." Local Church must provide documentation, to the satisfaction of Annual Conference, which evidences the result of the disaffiliation vote taken at the church conference. Such documentation must be certified by an authorized officer of Local Church and shall be included as EXHIBIT A to this Disaffiliation Agreement.
- b. *Annual Conference Vote*. This Disaffiliation Agreement must be "ratified by a simple majority of the members . . . present and voting" at a duly-called session of Annual Conference, as required by Judicial Council *Decision* 1379 and ¶ 2529.1*b*(3).

Should either of the above not occur, this Disaffiliation Agreement shall immediately become null and void.

- 2. <u>Applicability of ¶ 2501</u>. Local Church acknowledges and agrees that pursuant to ¶ 2501 of the *Discipline*, Local Church holds all property, real and personal, tangible and intangible, in trust for the benefit of The United Methodist Church.
- 3. <u>Date of Disaffiliation</u>. Should Local Church timely comply with all of its obligations as set forth herein, Local Church's disaffiliation from The United Methodist Church will be effective on <u>June 30, 2022</u> ("Disaffiliation Date"). Such Disaffiliation Date must be subsequent to the Annual Conference's ratification referenced in Section 1 above.
- 4. <u>Local Church's Obligations</u>. Unless a different date is specified, Local Church shall, by no later than the Disaffiliation Date, do the following:
  - a. *Payments*. Prior to the Disaffiliation Date, Local Church shall pay to Annual Conference, in a manner specified by Annual Conference, the following:
    - i. Local Church shall have the right to retain its real and personal, tangible and intangible property without charge. Any costs relating to Local Church's retention of its property will be borne by Local Church.
    - ii. Any unpaid current year Connectional Commitment based on the Annual Conference approved formula, totaling \$8,944 (\$-5,512) =\$3432 ;
    - iii. An additional twelve (12) months of Connectional Commitment based on the Annual Conference approved formula, totaling <u>\$8,239</u>;
    - iv. Any past due Direct Bill Pension or Health Insurance payments <u>\$1,043</u>
    - v. An amount equal to Local Church's pro rata share, based on a ratio of church's Connectional Commitment to the current year's budget, of Annual Conference's unfunded pension obligations, based on the Annual Conference's aggregate funding obligations as determined by the General Board of Pension and Health Benefits using market factors similar to a commercial annuity provider, totaling <u>\$36,984</u>; for a total of \$49,698
  - b. *Other Liabilities*. Local Church shall either satisfy all of its debts, loans, and liabilities, or assign or transfer such obligations to its new entity. Such debts, loans and liabilities,

and the disposition thereof, are listed in EXHIBIT B to this Agreement. Local Church must provide sufficient documentation of same to Annual Conference. Notwithstanding whether any such liability is disclosed in EXHIBIT B, all liabilities of Local Church shall remain liabilities of Local Church's new entity and shall not become liabilities of Annual Conference.

- c. *Intellectual Property*. Local Church shall cease all use of "United Methodist," the Cross & Flame insignia, and any other intellectual property of the denomination and Annual Conference, including the removal of all signage containing the same."
- d. *Group Tax Exemption Ruling*. As of the Disaffiliation Date, Local Church shall cease to use, and also shall ensure that any affiliates of Local Church which have been included in the group tax exemption ruling shall cease to use, any and all documentation stating that Local Church is included in the denomination's group tax exemption ruling administered by the General Council on Finance and Administration of The United Methodist Church. Local Church and any of its affiliates which have been included in the group tax exemption ruling will be removed as of the Disaffiliation Date.
- 5. Organizational Transition. Local Church shall take all steps necessary to close and/or dissolve any legal entities and to settle, liquidate, or transfer all assets and obligations of such entities, or to establish any new legal entities, or to modify its current organizing documents, as needed to effectuate its disaffiliation from The United Methodist Church to the satisfaction of Annual Conference. Local Church shall indemnify, defend, and hold harmless Annual Conference and its officers, directors, agents, and employees from any liability or costs (including reasonable attorney fees) resulting from any claim, action, or cause of action for damages to persons or property resulting from Local Church's failure to take all necessary steps as required by this Section 5.
- 6. <u>Property</u>. On the Disaffiliation Date, Local Church will have full ownership of the property and assets listed in EXHIBIT B to this Agreement. The parties shall ensure all necessary transfers or other transactions relating to the above properties are completed prior to the Disaffiliation Date. Any costs resulting from such transfers or other transactions shall be borne by Local Church. Annual Conference shall fully cooperate with Local Church, as needed and applicable, to ensure that such transfers and other transactions convey all of Annual Conference's interest both for

itself and on behalf of The United Methodist Church – in the real and personal, tangible and intangible property of Local Church.

- 7. Release of Claims. Upon the completion of all of their respective obligations herein, Annual Conference and Local Church, for themselves and their agents, representatives, members, trustees, employees, successors, attorneys, and assigns, hereby fully and forever covenant not to sue each other, and release and discharge each other, and their current and former trustees, officers, representatives, employees, and assigns, in both their official and individual capacities, from any liability for any and all causes of action and claims, including any statutory or common law cause of action, tort or contractual claims, any claims for attorneys' fees, expenses and all other damages, whether known or unknown, foreseen or unforeseen, which Annual Conference or Local Church ever had, now has, hereafter may have or claim to have against any of the above-named entities or persons in any way arising out of their relationship with each other. The parties further represent they have no pending lawsuit, charge, complaint, or other action against each other. Notwithstanding the foregoing releases and covenants not to sue, the parties may take action to enforce this Disaffiliation Agreement in any court where jurisdiction and venue are proper.
- 8. Time Limit. Should the Local Church fail to satisfy all of its obligations set forth herein by December 31, 2023, this Disaffiliation Agreement shall be null and void.
- 9. Continuing as Plan Sponsor. Nothing in this Disaffiliation Agreement shall prevent Local Church, after the Disaffiliation Date, from continuing to sponsor benefit plans from the General Board of Pension and Health Benefits (Wespath) to the extent permitted by federal law, and provided that Local Church has not expressly resolved that it no longer shares common religious bonds with The United Methodist Church.
- 10. Non-Severability. Each of the terms of this Disaffiliation Agreement is a material and integral part hereof. Should any provision of this Disaffiliation Agreement be held unenforceable or contrary to law, the entire Disaffiliation Agreement shall be deemed null and void.

Representatives of the Local Church

Conthe Ray Fort // Chair, Administrative Board

Chair, Board of Trustees

Date 5/9/22
Date 5/9/2023

Representatives of the Annual Co	onference	
		9
Cynthia Davis	District Superintendent	Date May 9, 2022
( Viv	_Authorized Member, Board of T	Frustees Date 6-1-2027

### EXHIBIT A TO DISAFFILIATION AGREEEMENT

# OFFICER'S CERTIFICATE OF THE DISAFFILIATION VOTE OF THE

### MEMBERS OF THE NEW SHILOH UNITED METHODIST CHURCH

I, <u>JASON CYAW FOYA</u> , as the undersigned officer or authorized designee of <u>New Shiloh United Methodist Church</u> ("Church") certify the vote of the Church members that was taken to disaffiliate from the United Methodist Church pursuant to Paragraph 2553 of the <i>Book of Discipline of the United Methodist Church</i> .
I can certify that the following events transpired as described:
1. The Church Council and members of the Church met on Monday May 9, 2022 at 10AM, at a meeting duly called by the District Superintendent after notice as required by the Book of Discipline.
2. There were <u>40</u> ballots cast on the issue of whether to disaffiliate from the United Methodist Church subject to the provision of Paragraph 2553 of the <i>Book of Discipline</i> . voted "No;" against disaffiliation; <u>40</u> voted "Yes," to disaffiliate;
and abstained. Copies of the ballots are available for inspection upon request.  OFFICER/AUTHORIZED DESIGNEE

## EXHIBIT B TO DISAFFILIATION AGREEEMENT LIST OF ASSETS TO BE TRANSFERRED AND LIABILITIES TO BE ASSUMED

### NEW SHILOH UNITED METHODIST CHURCH

<b>REAL PROPERTY:</b>	Address, Deed Book/Page and Use (i.e., church building, p	arsonage,
cemetery etc.) of Real	Property to be transferred (Attach copies of deeds or survey of	containing
property description. If	multiple properties, attached a list on a separate sheet.)	
	169 Luck Maddon Road Humboldt TN 38343	

	erty to be transferred (Attach copies of deeds or survey containing iple properties, attached a list on a separate sheet.)
	168 Luck Madden Road Humboldt, TN 38343
BANK/FINANCIAL ACCO	<b>DUNTS</b> : List bank and type of each account in which trust clause is
PERSONAL PROPERTY:	Trust clause is to be released in:
	All personal property, other than property bearing "United Methodist Church" or the Cross and Flame
	$\underline{X}$ All personal property, with the exception of the following:
	(List any property that will be retained by the Annual Conference)
	(FOR EACH, PROVIDE PROOF OF SATISFACTION OF R OF LIABILITY TO SUCCESSOR ENTITY):
MORTGAGES:	none # p
	IOTES:none \$ 9
	NG LITIGATION: None # &
	TY: Sinay McCann, steve Walters
	VIDE CORPORATE NAME. IF UNINCORPORATED ENTITY, ISTEES IN WHOSE NAME TRANSFER SHOULD BE MADE)
I CERTIFY THAT THE INF	ORMATION PROVIDED ABOVE IS TRUE AND CORRECT TO

THE BEST OF MY KNOWLEDGE, INFORMATION AND BELIEF.

#### Standard Form Disaffiliation Agreement-TWK Conference

As mandated by  $\P$  2553

#### DISAFFILIATION AGREEMENT PURSUANT TO ¶ 2553

This Disaffiliation Agreement Pursuant to ¶ 2553 ("Disaffiliation Agreement") is entered into this \_\_21st\_\_ day of \_April \_,21\_22\_, by and between \_\_\_Newbern United Methodist Church ("Local Church") and *The Tennessee-Western Kentucky* Conference of the United Methodist Church ("Annual Conference").

WHEREAS, Local Church is a United Methodist church within the boundaries of Annual Conference;

WHEREAS, Local Church has held a church conference, in compliance with ¶¶ 246.8, 248, and 2553.2-.3 of *The Book of Discipline of The United Methodist Church* ("Discipline"), at which at least two-thirds (2/3) of the professing members present at the church conference of Local Church voted to disaffiliate from The United Methodist Church "for reasons of conscience regarding a change in the requirements and provisions of the *Book of Discipline* related to the practice of homosexuality or the ordination or marriage of self-avowed practicing homosexuals as resolved and adopted by the 2019 General Conference, or the actions or inactions of its annual conference related to these issues which follow."

WHEREAS, pursuant to ¶ 2501.1 of the *Discipline*, Local Church holds its real and personal, tangible and intangible property "in trust for The United Methodist Church and subject to the provisions of its *Discipline*."

WHEREAS, property subject to ¶ 2501.1 "can be released from the trust, transferred free of trust or subordinated to the interests of creditors and other third parties only to the extent authority is given by the *Discipline*." (¶ 2501.2)

WHEREAS, ¶ 2553 provides a specific circumstance in which property subject to ¶ 2501.1 can be released from the trust imposed by that paragraph.

WHEREAS, ¶ 2553.4 requires the terms and conditions of Local Church's disaffiliation from The United Methodist Church to be "memorialized in a binding Disaffiliation Agreement."

WHEREAS, Local Church and Annual Conference wish to (1) resolve all matters between them, and Local Church wishes to acquire from Annual Conference all of Annual Conference's interest, on behalf of The United Methodist Church, in the real and personal, tangible and intangible property held by Local Church and (2) comply with the requirements of ¶ 2553 and Judicial Council *Decision* 1379.

NOW, THEREFORE, in consideration of the foregoing and all the mutual covenants herein contained, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Local Church and Annual Conference agree as follows:

#### 1. Conditions Precedent. Local Church and Annual Conference acknowledge and agree:

- a. Church Conference Vote. At least two-thirds (2/3) of the professing members present at a church conference of Local Church must vote to disaffiliate from The United Methodist Church "for reasons of conscience regarding a change in the requirements and provisions of the Book of Discipline related to the practice of homosexuality or the ordination or marriage of self-avowed practicing homosexuals as resolved and adopted by the 2019 General Conference, or the actions or inactions of its annual conference related to these issues which follow." Local Church must provide documentation, to the satisfaction of Annual Conference, which evidences the result of the disaffiliation vote taken at the church conference. Such documentation must be certified by an authorized officer of Local Church and shall be included as EXHIBIT A to this Disaffiliation Agreement.
- b. *Annual Conference Vote*. This Disaffiliation Agreement must be "ratified by a simple majority of the members . . . present and voting" at a duly-called session of Annual Conference, as required by Judicial Council *Decision* 1379 and ¶ 2529.1*b*(3).

Should either of the above not occur, this Disaffiliation Agreement shall immediately become null and void.

- 2. <u>Applicability of ¶ 2501</u>. Local Church acknowledges and agrees that pursuant to ¶ 2501 of the *Discipline*, Local Church holds all property, real and personal, tangible and intangible, in trust for the benefit of The United Methodist Church.
- 3. <u>Date of Disaffiliation</u>. Should Local Church timely comply with all of its obligations as set forth herein, Local Church's disaffiliation from The United Methodist Church will be effective on <u>June 30</u>, 2022 ("Disaffiliation Date"). Such Disaffiliation Date must be subsequent to the Annual Conference's ratification referenced in Section 1 above.
- 4. <u>Local Church's Obligations</u>. Unless a different date is specified, Local Church shall, by no later than the Disaffiliation Date, do the following:
  - a. *Payments*. Prior to the Disaffiliation Date, Local Church shall pay to Annual Conference, in a manner specified by Annual Conference, the following:
    - i. Local Church shall have the right to retain its real and personal, tangible and intangible property without charge. Any costs relating to Local Church's retention of its property will be borne by Local Church.
    - ii. Any unpaid current year Connectional Commitment based on the Annual Conference approved formula, totaling \$10,620 (\$8,118);
    - iii. An additional twelve (12) months of Connectional Commitment based on the Annual Conference approved formula, totaling \$\\_\$ 10,008 ;
    - iv. Any past due Direct Bill Pension or Health Insurance payments \$0
    - v. An amount equal to Local Church's pro rata share, based on a ratio of church's Connectional Commitment to the current year's budget, of Annual Conference's unfunded pension obligations, based on the Annual Conference's aggregate funding obligations as determined by the General Board of Pension and Health Benefits using market factors similar to a commercial annuity provider, totaling \$44,925;
  - b. *Other Liabilities*. Local Church shall either satisfy all of its debts, loans, and liabilities, or assign or transfer such obligations to its new entity. Such debts, loans and liabilities,

and the disposition thereof, are listed in EXHIBIT B to this Agreement. Local Church must provide sufficient documentation of same to Annual Conference. Notwithstanding whether any such liability is disclosed in EXHIBIT B, all liabilities of Local Church shall remain liabilities of Local Church's new entity and shall not become liabilities of Annual Conference.

- c. *Intellectual Property*. Local Church shall cease all use of "United Methodist," the Cross & Flame insignia, and any other intellectual property of the denomination and Annual Conference, including the removal of all signage containing the same."
- d. *Group Tax Exemption Ruling*. As of the Disaffiliation Date, Local Church shall cease to use, and also shall ensure that any affiliates of Local Church which have been included in the group tax exemption ruling shall cease to use, any and all documentation stating that Local Church is included in the denomination's group tax exemption ruling administered by the General Council on Finance and Administration of The United Methodist Church. Local Church and any of its affiliates which have been included in the group tax exemption ruling will be removed as of the Disaffiliation Date.
- 5. Organizational Transition. Local Church shall take all steps necessary to close and/or dissolve any legal entities and to settle, liquidate, or transfer all assets and obligations of such entities, or to establish any new legal entities, or to modify its current organizing documents, as needed to effectuate its disaffiliation from The United Methodist Church to the satisfaction of Annual Conference. Local Church shall indemnify, defend, and hold harmless Annual Conference and its officers, directors, agents, and employees from any liability or costs (including reasonable attorney fees) resulting from any claim, action, or cause of action for damages to persons or property resulting from Local Church's failure to take all necessary steps as required by this Section 5.
- 6. <u>Property</u>. On the Disaffiliation Date, Local Church will have full ownership of the property and assets listed in EXHIBIT B to this Agreement. The parties shall ensure all necessary transfers or other transactions relating to the above properties are completed prior to the Disaffiliation Date. Any costs resulting from such transfers or other transactions shall be borne by Local Church. Annual Conference shall fully cooperate with Local Church, as needed and applicable, to ensure that such transfers and other transactions convey all of Annual Conference's interest both for

itself and on behalf of The United Methodist Church – in the real and personal, tangible and intangible property of Local Church.

- 7. Release of Claims. Upon the completion of all of their respective obligations herein, Annual Conference and Local Church, for themselves and their agents, representatives, members, trustees, employees, successors, attorneys, and assigns, hereby fully and forever covenant not to sue each other, and release and discharge each other, and their current and former trustees, officers, representatives, employees, and assigns, in both their official and individual capacities, from any liability for any and all causes of action and claims, including any statutory or common law cause of action, tort or contractual claims, any claims for attorneys' fees, expenses and all other damages, whether known or unknown, foreseen or unforeseen, which Annual Conference or Local Church ever had, now has, hereafter may have or claim to have against any of the above-named entities or persons in any way arising out of their relationship with each other. The parties further represent they have no pending lawsuit, charge, complaint, or other action against each other. Notwithstanding the foregoing releases and covenants not to sue, the parties may take action to enforce this Disaffiliation Agreement in any court where jurisdiction and venue are proper.
- 8. <u>Time Limit</u>. Should the Local Church fail to satisfy all of its obligations set forth herein by December 31, 2023, this Disaffiliation Agreement shall be null and void.
- 9. <u>Continuing as Plan Sponsor</u>. Nothing in this Disaffiliation Agreement shall prevent Local Church, after the Disaffiliation Date, from continuing to sponsor benefit plans from the General Board of Pension and Health Benefits (Wespath) to the extent permitted by federal law, and provided that Local Church has not expressly resolved that it no longer shares common religious bonds with The United Methodist Church.
- 10. <u>Non-Severability</u>. Each of the terms of this Disaffiliation Agreement is a material and integral part hereof. Should any provision of this Disaffiliation Agreement be held unenforceable or contrary to law, the entire Disaffiliation Agreement shall be deemed null and void.

Representatives of the Local Chu	rch Chair, Administrative Board	Date <u>4-21-2022</u>
	_Chair, Board of Trustees	Date

itself and on behalf of The United Methodist Church – in the real and personal, tangible and intangible property of Local Church.

- 7. Release of Claims. Upon the completion of all of their respective obligations herein, Annual Conference and Local Church, for themselves and their agents, representatives, members, trustees, employees, successors, attorneys, and assigns, hereby fully and forever covenant not to sue each other, and release and discharge each other, and their current and former trustees, officers, representatives, employees, and assigns, in both their official and individual capacities, from any liability for any and all causes of action and claims, including any statutory or common law cause of action, tort or contractual claims, any claims for attorneys' fees, expenses and all other damages, whether known or unknown, foreseen or unforeseen, which Annual Conference or Local Church ever had, now has, hereafter may have or claim to have against any of the above-named entities or persons in any way arising out of their relationship with each other. The parties further represent they have no pending lawsuit, charge, complaint, or other action against each other. Notwithstanding the foregoing releases and covenants not to sue, the parties may take action to enforce this Disaffiliation Agreement in any court where jurisdiction and venue are proper.
- 8. <u>Time Limit</u>. Should the Local Church fail to satisfy all of its obligations set forth herein by December 31, 2023, this Disaffiliation Agreement shall be null and void.
- 9. <u>Continuing as Plan Sponsor</u>. Nothing in this Disaffiliation Agreement shall prevent Local Church, after the Disaffiliation Date, from continuing to sponsor benefit plans from the General Board of Pension and Health Benefits (Wespath) to the extent permitted by federal law, and provided that Local Church has not expressly resolved that it no longer shares common religious bonds with The United Methodist Church.
- 10. <u>Non-Severability</u>. Each of the terms of this Disaffiliation Agreement is a material and integral part hereof. Should any provision of this Disaffiliation Agreement be held unenforceable or contrary to law, the entire Disaffiliation Agreement shall be deemed null and void.

Representatives of the Local Church

Chair, Administrative Board

Date 3-31-2022

Date 3-31-2022

Representatives of the Annual Co	nference	
Cunthia Dan	Contrict Superintendent	Date 4/21/27
Mirrar verin	District Superintendent	Date Molfoc
Q. Um	_Authorized Member, Board or	f Trustees Date 6-1-2022

### EXHIBIT A TO DISAFFILIATION AGREEEMENT

# OFFICER'S CERTIFICATE OF THE DISAFFILIATION VOTE OF THE

MEMBERS OF THE _	<u>Newbern</u>	United Methodist Church
I, Patrick S. Wildesignee of Church members that was take Paragraph 2553 of the Book of	en to disaffiliate fro	, as the undersigned officer or authorized at Church ("Church") certify the vote of the common the United Methodist Church pursuant to aited Methodist Church.
I can certify that the following	lowing events transp	pired as described:
at a meeting duly called by the Discipline.  2. There were United Methodist Church subjection voted "No;"	E District Superinte  ballots cast or ect to the provision against disaffiliatio	f the Church met on <u>April 21, 2022</u> , ndent after notice as required by the <i>Book of</i> in the issue of whether to disaffiliate from the of Paragraph 2553 of the <i>Book of Discipline</i> . It is not to disaffiliate; voted "Yes," to disaffiliate;
and abstained.	Copies of the ballo	ots are available for inspection upon request.  OFFICER/AUTHORIZED DESIGNEE

# EXHIBIT B TO DISAFFILIATION AGREEEMENT LIST OF ASSETS TO BE TRANSFERRED AND LIABILITIES TO BE ASSUMED

	REAL PROPERTY: Address, Deed Book/Page and Use (i.e., church building, parsonage, cemetery etc.) of Real Property to be transferred (Attach copies of deeds or survey containing property description. If multiple properties, attached a list on a separate sheet.)  See attach ments
	BANK/FINANCIAL ACCOUNTS: List bank and type of each account in which trust clause is be released.  See attachments
	PERSONAL PROPERTY: Trust clause is to be released in:
	All personal property, other than property bearing "United Methodist Church" or the Cross and Flame
	All personal property, with the exception of the following:
	(List any property that will be retained by the Annual Conference)
	EXISTING LIABILITIES (FOR EACH, PROVIDE PROOF OF SATISFACTION OF LIABILITY OR TRANSFER OF LIABILITY TO SUCCESSOR ENTITY):
	MORTGAGES: NONE
	SECURED/UNSECURED NOTES: NONE
	THREATENED OR PENDING LITIGATION
Trustees	SUCCESSOR ENTITY:  (IF CORPORATION, PROVIDE CORPORATE NAME. IF UNINCORPORATED ENTITY, PROVIDE NAMES OF TRUSTEES IN WHOSE NAME TRANSFER SHOULD BE MADE)  (Steve Williams, Patrick Williams, Alma Ruth Michael, John Utiendall I CERTIFY THAT THE INFORMATION PROVIDED ABOVE IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE, INFORMATION AND BELIEF.
	OFFICER/AUTHORIZED DESIGNEE

#### Standard Form Disaffiliation Agreement-TWK Conference

As mandated by ¶ 2553

#### DISAFFILIATION AGREEMENT PURSUANT TO ¶ 2553

This Disaffiliation Agreement Pursuant to ¶ 2553 ("Disaffiliation Agreement") is entered into this <u>11th</u> day of <u>May</u>, 2022, by and between <u>Obion\_UMC</u> ("Local Church") and <u>The Tennessee-Western Kentucky</u> Conference of the United Methodist Church ("Annual Conference").

WHEREAS, Local Church is a United Methodist church within the boundaries of Annual Conference;

WHEREAS, Local Church has held a church conference, in compliance with ¶¶ 246.8, 248, and 2553.2-.3 of *The Book of Discipline of The United Methodist Church* ("Discipline"), at which at least two-thirds (2/3) of the professing members present at the church conference of Local Church voted to disaffiliate from The United Methodist Church "for reasons of conscience regarding a change in the requirements and provisions of the *Book of Discipline* related to the practice of homosexuality or the ordination or marriage of self-avowed practicing homosexuals as resolved and adopted by the 2019 General Conference, or the actions or inactions of its annual conference related to these issues which follow."

WHEREAS, pursuant to ¶ 2501.1 of the *Discipline*, Local Church holds its real and personal, tangible and intangible property "in trust for The United Methodist Church and subject to the provisions of its *Discipline*."

WHEREAS, property subject to ¶ 2501.1 "can be released from the trust, transferred free of trust or subordinated to the interests of creditors and other third parties only to the extent authority is given by the *Discipline*." ( $\P$  2501.2)

WHEREAS, ¶ 2553 provides a specific circumstance in which property subject to ¶ 2501.1 can be released from the trust imposed by that paragraph.

WHEREAS, ¶ 2553.4 requires the terms and conditions of Local Church's disaffiliation from The United Methodist Church to be "memorialized in a binding Disaffiliation Agreement."

WHEREAS, Local Church and Annual Conference wish to (1) resolve all matters between them, and Local Church wishes to acquire from Annual Conference all of Annual Conference's interest, on behalf of The United Methodist Church, in the real and personal, tangible and intangible property held by Local Church and (2) comply with the requirements of ¶ 2553 and Judicial Council *Decision* 1379.

NOW, THEREFORE, in consideration of the foregoing and all the mutual covenants herein contained, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Local Church and Annual Conference agree as follows:

#### 1. <u>Conditions Precedent</u>. Local Church and Annual Conference acknowledge and agree:

- a. Church Conference Vote. At least two-thirds (2/3) of the professing members present at a church conference of Local Church must vote to disaffiliate from The United Methodist Church "for reasons of conscience regarding a change in the requirements and provisions of the Book of Discipline related to the practice of homosexuality or the ordination or marriage of self-avowed practicing homosexuals as resolved and adopted by the 2019 General Conference, or the actions or inactions of its annual conference related to these issues which follow." Local Church must provide documentation, to the satisfaction of Annual Conference, which evidences the result of the disaffiliation vote taken at the church conference. Such documentation must be certified by an authorized officer of Local Church and shall be included as EXHIBIT A to this Disaffiliation Agreement.
- b. *Annual Conference Vote*. This Disaffiliation Agreement must be "ratified by a simple majority of the members . . . present and voting" at a duly-called session of Annual Conference, as required by Judicial Council *Decision* 1379 and ¶ 2529.1*b*(3).

Should either of the above not occur, this Disaffiliation Agreement shall immediately become null and void.

- 2. <u>Applicability of ¶ 2501</u>. Local Church acknowledges and agrees that pursuant to ¶ 2501 of the *Discipline*, Local Church holds all property, real and personal, tangible and intangible, in trust for the benefit of The United Methodist Church.
- 3. <u>Date of Disaffiliation</u>. Should Local Church timely comply with all of its obligations as set forth herein, Local Church's disaffiliation from The United Methodist Church will be effective on <u>June 30</u>, 2022 ("Disaffiliation Date"). Such Disaffiliation Date must be subsequent to the Annual Conference's ratification referenced in Section 1 above.
- 4. <u>Local Church's Obligations</u>. Unless a different date is specified, Local Church shall, by no later than the Disaffiliation Date, do the following:
  - a. *Payments*. Prior to the Disaffiliation Date, Local Church shall pay to Annual Conference, in a manner specified by Annual Conference, the following:
    - Local Church shall have the right to retain its real and personal, tangible and intangible property without charge. Any costs relating to Local Church's retention of its property will be borne by Local Church.
    - ii. Any unpaid current year Connectional Commitment based on the Annual Conference approved formula, totaling \$4750-421= \$4329;
    - iii. An additional twelve (12) months of Connectional Commitment based on the Annual Conference approved formula, totaling <u>\$4021</u>;
    - iv. Any past due Direct Bill Pension or Health Insurance payments \_\_\_\_\$0\_\_\_\_
    - v. An amount equal to Local Church's pro rata share, based on a ratio of church's Connectional Commitment to the current year's budget, of Annual Conference's unfunded pension obligations, based on the Annual Conference's aggregate funding obligations as determined by the General Board of Pension and Health Benefits using market factors similar to a commercial annuity provider, totaling <u>\$18,050</u>; TOTAL... <u>\$26,400</u>
  - b. *Other Liabilities*. Local Church shall either satisfy all of its debts, loans, and liabilities, or assign or transfer such obligations to its new entity. Such debts, loans and liabilities,

and the disposition thereof, are listed in EXHIBIT B to this Agreement. Local Church must provide sufficient documentation of same to Annual Conference. Notwithstanding whether any such liability is disclosed in EXHIBIT B, all liabilities of Local Church shall remain liabilities of Local Church's new entity and shall not become liabilities of Annual Conference.

- c. *Intellectual Property*. Local Church shall cease all use of "United Methodist," the Cross & Flame insignia, and any other intellectual property of the denomination and Annual Conference, including the removal of all signage containing the same."
- d. *Group Tax Exemption Ruling*. As of the Disaffiliation Date, Local Church shall cease to use, and also shall ensure that any affiliates of Local Church which have been included in the group tax exemption ruling shall cease to use, any and all documentation stating that Local Church is included in the denomination's group tax exemption ruling administered by the General Council on Finance and Administration of The United Methodist Church. Local Church and any of its affiliates which have been included in the group tax exemption ruling will be removed as of the Disaffiliation Date.
- 5. Organizational Transition. Local Church shall take all steps necessary to close and/or dissolve any legal entities and to settle, liquidate, or transfer all assets and obligations of such entities, or to establish any new legal entities, or to modify its current organizing documents, as needed to effectuate its disaffiliation from The United Methodist Church to the satisfaction of Annual Conference. Local Church shall indemnify, defend, and hold harmless Annual Conference and its officers, directors, agents, and employees from any liability or costs (including reasonable attorney fees) resulting from any claim, action, or cause of action for damages to persons or property resulting from Local Church's failure to take all necessary steps as required by this Section 5.
- 6. <u>Property</u>. On the Disaffiliation Date, Local Church will have full ownership of the property and assets listed in EXHIBIT B to this Agreement. The parties shall ensure all necessary transfers or other transactions relating to the above properties are completed prior to the Disaffiliation Date. Any costs resulting from such transfers or other transactions shall be borne by Local Church. Annual Conference shall fully cooperate with Local Church, as needed and applicable, to ensure that such transfers and other transactions convey all of Annual Conference's interest both for

itself and on behalf of The United Methodist Church – in the real and personal, tangible and intangible property of Local Church.

- 7. Release of Claims. Upon the completion of all of their respective obligations herein, Annual Conference and Local Church, for themselves and their agents, representatives, members, trustees, employees, successors, attorneys, and assigns, hereby fully and forever covenant not to sue each other, and release and discharge each other, and their current and former trustees, officers, representatives, employees, and assigns, in both their official and individual capacities, from any liability for any and all causes of action and claims, including any statutory or common law cause of action, tort or contractual claims, any claims for attorneys' fees, expenses and all other damages, whether known or unknown, foreseen or unforeseen, which Annual Conference or Local Church ever had, now has, hereafter may have or claim to have against any of the above-named entities or persons in any way arising out of their relationship with each other. The parties further represent they have no pending lawsuit, charge, complaint, or other action against each other. Notwithstanding the foregoing releases and covenants not to sue, the parties may take action to enforce this Disaffiliation Agreement in any court where jurisdiction and venue are proper.
- 8. <u>Time Limit</u>. Should the Local Church fail to satisfy all of its obligations set forth herein by December 31, 2023, this Disaffiliation Agreement shall be null and void.
- 9. <u>Continuing as Plan Sponsor</u>. Nothing in this Disaffiliation Agreement shall prevent Local Church, after the Disaffiliation Date, from continuing to sponsor benefit plans from the General Board of Pension and Health Benefits (Wespath) to the extent permitted by federal law, and provided that Local Church has not expressly resolved that it no longer shares common religious bonds with The United Methodist Church.
- 10. <u>Non-Severability</u>. Each of the terms of this Disaffiliation Agreement is a material and integral part hereof. Should any provision of this Disaffiliation Agreement be held unenforceable or contrary to law, the entire Disaffiliation Agreement shall be deemed null and void.

Representatives of the Local Church

Luri Phylos Chair, Administrative Board

Date  $\frac{5/11/22}{0.5-11-20.72}$ 

Chair, Board of Trustees

Page 5 of 6

Representatives of the Annual Con	nference	
Cypthia Rhis	District Superintendent	Date 5/11/22
1 Vhul	_Authorized Member, Board of Trustees	s Date 6-1-2022

## EXHIBIT A TO DISAFFILIATION AGREEEMENT

# OFFICER'S CERTIFICATE OF THE DISAFFILIATION VOTE OF THE

#### MEMBERS OF THE OBION UNITED METHODIST CHURCH

I, <u>Ovid P Clovev</u> , as the undersigned officer or authorized designee of <u>Obion United Methodist Church</u> ("Church") certify the vote of the Church members that was taken to disaffiliate from the United Methodist Church pursuant to Paragraph 2553 of the <i>Book of Discipline of the United Methodist Church</i> .
I can certify that the following events transpired as described:
1. The Church Council and members of the Church met on <u>Wednesday May 11</u> , 2022 at 6:30 PM, at a meeting duly called by the District Superintendent after notice as required by the <i>Book of Discipline</i> .
2. There were 13 ballots cast on the issue of whether to disaffiliate from the United Methodist Church subject to the provision of Paragraph 2553 of the <i>Book of Discipline</i> .  O voted "No;" against disaffiliation; 13 voted "Yes," to disaffiliate; abstained. Copies of the ballots are available for inspection upon request.
Dans P Glores
OFFICER/AUTHORIZED DESIGNEE

## EXHIBIT B TO DISAFFILIATION AGREEEMENT LIST OF ASSETS TO BE TRANSFERRED AND LIABILITIES TO BE ASSUMED

cemetery etc.) of Real Property to be transferred (Attach copies of deeds or survey containing property description. If multiple properties, attached a list on a separate sheet.)
CHURCH BLOG - 1. 225 WESTMAIN-TRACT 1 - DEED BOOK 2 - M, PAGESS
3. TRACT J, PARSONAGE - SOLD in 2016.
<b>BANK/FINANCIAL ACCOUNTS</b> : List bank and type of each account in which trust clause is be released.
PERSONAL PROPERTY: Trust clause is to be released in:
All personal property, other than property bearing "United Methodist Church" or the Cross and Flame
All personal property, with the exception of the following:
(List any property that will be retained by the Annual Conference)
The state of the s
EXISTING LIABILITIES (FOR EACH, PROVIDE PROOF OF SATISFACTION OF LIABILITY OR TRANSFER OF LIABILITY TO SUCCESSOR ENTITY):

MORTGAGES: NONE

SECURED/UNSECURED NOTES: NONE

THREATENED OR PENDING LITIGATION NONE

Cornerstole Community Church of Object, TAC

SUCCESSOR ENTITY: OBJON METHOGIST CHURCH, INC.

(IF CORPORATION, PROVIDE CORPORATE NAME. IF UNINCORPORATED ENTITY, PROVIDE NAMES OF TRUSTEES IN WHOSE NAME TRANSFER SHOULD BE MADE)

I CERTIFY THAT THE INFORMATION PROVIDED ABOVE IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE, INFORMATION AND BELIEF.

OFFICER/AUTHORIZED DESIGNEE

# Standard Form Disaffiliation Agreement-Name Conference

As mandated by ¶ 2553

# DISAFFILIATION AGREEMENT PURSUANT TO $\P$ 2553

This Disaffiliation Agreement Pursuant to ¶ 2553 ("Disaffiliation Agreement") is entered

into this 18th day of April , 2022, by and between Rehoboth
<u>UMC</u> ("Local Church") and <u>TN Western KY (TWK)</u> Conference of the United
Methodist Church ("Annual Conference").
WHEREAS, Local Church is a United Methodist church within the boundaries of Annua
Conference;
WHEREAS, Local Church has held a church conference, in compliance with ¶¶ 246.8, 248, and
2553.23 of The Book of Discipline of The United Methodist Church ("Discipline"), at which a
least two-thirds (2/3) of the professing members present at the church conference of Local Church
voted to disaffiliate from The United Methodist Church "for reasons of conscience regarding a
change in the requirements and provisions of the Book of Discipline related to the practice o
homosexuality or the ordination or marriage of self-avowed practicing homosexuals as resolved
and adopted by the 2019 General Conference, or the actions or inactions of its annual conference
related to these issues which follow."
WHEREAS, pursuant to ¶ 2501.1 of the Discipline, Local Church holds its real and personal
tangible and intangible property "in trust for The United Methodist Church and subject to the
provisions of its Discipline."
and the second s
WHEREAS, property subject to ¶ 2501.1 "can be released from the trust, transferred free of trust
or subordinated to the interests of creditors and other third parties only to the extent authority i
given by the <i>Discipline</i> ." ( $\P$ 2501.2)
WHEREAS, ¶ 2553 provides a specific circumstance in which property subject to ¶ 2501.1 can be
WITHKERS,   2000 provides a specific circumstance in management of property

WHEREAS, ¶ 2553.4 requires the terms and conditions of Local Church's disaffiliation from The

United Methodist Church to be "memorialized in a binding Disaffiliation Agreement."

released from the trust imposed by that paragraph.

WHEREAS, Local Church and Annual Conference wish to (1) resolve all matters between them, and Local Church wishes to acquire from Annual Conference all of Annual Conference's interest, on behalf of The United Methodist Church, in the real and personal, tangible and intangible property held by Local Church and (2) comply with the requirements of ¶ 2553 and Judicial Council *Decision* 1379.

NOW, THEREFORE, in consideration of the foregoing and all the mutual covenants herein contained, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Local Church and Annual Conference agree as follows:

#### 1. Conditions Precedent. Local Church and Annual Conference acknowledge and agree:

- a. Church Conference Vote. At least two-thirds (2/3) of the professing members present at a church conference of Local Church must vote to disaffiliate from The United Methodist Church "for reasons of conscience regarding a change in the requirements and provisions of the Book of Discipline related to the practice of homosexuality or the ordination or marriage of self-avowed practicing homosexuals as resolved and adopted by the 2019 General Conference, or the actions or inactions of its annual conference related to these issues which follow." Local Church must provide documentation, to the satisfaction of Annual Conference, which evidences the result of the disaffiliation vote taken at the church conference. Such documentation must be certified by an authorized officer of Local Church and shall be included as EXHIBIT A to this Disaffiliation Agreement.
- b. Annual Conference Vote. This Disaffiliation Agreement must be "ratified by a simple majority of the members . . . present and voting" at a duly-called session of Annual Conference, as required by Judicial Council Decision 1379 and ¶ 2529.1b(3).

Should either of the above not occur, this Disaffiliation Agreement shall immediately become null and void.

Discipline, Local	of $\P$ 2501. Local Church acknowledges and agrees that pursuant to $\P$ 2501 of the Church holds all property, real and personal, tangible and intangible, in trust for United Methodist Church.
forth herein, Loca , 20("I	filiation. Should Local Church timely comply with all of its obligations as set I Church's disaffiliation from The United Methodist Church will be effective on Disaffiliation Date"). Such Disaffiliation Date must be subsequent to the Annual fication referenced in Section 1 above.
	's Obligations. Unless a different date is specified, Local Church shall, by no affiliation Date, do the following:
•	nts. Prior to the Disaffiliation Date, Local Church shall pay to Annual rence, in a manner specified by Annual Conference, the following:
i.	Local Church shall have the right to retain its real and personal, tangible and intangible property without charge. Any costs relating to Local Church's retention of its property will be borne by Local Church.
ii.	Any unpaid current year Connectional Commitment based on the Annual Conference approved formula, totaling 15,292 ;
iii.	An additional twelve (12) months of Connectional Commitment based on the Annual Conference approved formula, totaling <u>13,003</u> ;
iv.	Any past due Direct Bill Pension or Health Insurance payments
v.	An amount equal to Local Church's pro rata share, based on a ratio of church's Connectional Commitment to the current year's budget, of Annual Conference's unfunded pension obligations, based on the Annual Conference's aggregate funding obligations as determined by the General Board of Pension and Health Benefits using market factors similar to a commercial annuity
	provider, totaling _58,370;

b. Other Liabilities. Local Church shall either satisfy all of its debts, loans, and liabilities, or assign or transfer such obligations to its new entity. Such debts, loans and liabilities,

and the disposition thereof, are listed in EXHIBIT B to this Agreement. Local Church must provide sufficient documentation of same to Annual Conference. Notwithstanding whether any such liability is disclosed in EXHIBIT B, all liabilities of Local Church shall remain liabilities of Local Church's new entity and shall not become liabilities of Annual Conference.

- c. Intellectual Property. Local Church shall cease all use of "United Methodist," the Cross & Flame insignia, and any other intellectual property of the denomination and Annual Conference, including the removal of all signage containing the same."
- d. *Group Tax Exemption Ruling*. As of the Disaffiliation Date, Local Church shall cease to use, and also shall ensure that any affiliates of Local Church which have been included in the group tax exemption ruling shall cease to use, any and all documentation stating that Local Church is included in the denomination's group tax exemption ruling administered by the General Council on Finance and Administration of The United Methodist Church. Local Church and any of its affiliates which have been included in the group tax exemption ruling will be removed as of the Disaffiliation Date.
- 5. Organizational Transition. Local Church shall take all steps necessary to close and/or dissolve any legal entities and to settle, liquidate, or transfer all assets and obligations of such entities, or to establish any new legal entities, or to modify its current organizing documents, as needed to effectuate its disaffiliation from The United Methodist Church to the satisfaction of Annual Conference. Local Church shall indemnify, defend, and hold harmless Annual Conference and its officers, directors, agents, and employees from any liability or costs (including reasonable attorney fees) resulting from any claim, action, or cause of action for damages to persons or property resulting from Local Church's failure to take all necessary steps as required by this Section 5.
- 6. <u>Property</u>. On the Disaffiliation Date, Local Church will have full ownership of the property and assets listed in EXHIBIT B to this Agreement. The parties shall ensure all necessary transfers or other transactions relating to the above properties are completed prior to the Disaffiliation Date. Any costs resulting from such transfers or other transactions shall be borne by Local Church. Annual Conference shall fully cooperate with Local Church, as needed and applicable, to ensure that such transfers and other transactions convey all of Annual Conference's interest both for

itself and on behalf of The United Methodist Church - in the real and personal, tangible and intangible property of Local Church.

- 7. Release of Claims. Upon the completion of all of their respective obligations herein, Annual Conference and Local Church, for themselves and their agents, representatives, members, trustees, employees, successors, attorneys, and assigns, hereby fully and forever covenant not to sue each other, and release and discharge each other, and their current and former trustees, officers, representatives, employees, and assigns, in both their official and individual capacities, from any liability for any and all causes of action and claims, including any statutory or common law cause of action, tort or contractual claims, any claims for attorneys' fees, expenses and all other damages, whether known or unknown, foreseen or unforeseen, which Annual Conference or Local Church ever had, now has, hereafter may have or claim to have against any of the above-named entities or persons in any way arising out of their relationship with each other. The parties further represent they have no pending lawsuit, charge, complaint, or other action against each other. Notwithstanding the foregoing releases and covenants not to sue, the parties may take action to enforce this Disaffiliation Agreement in any court where jurisdiction and venue are proper.
- 8. Time Limit. Should the Local Church fail to satisfy all of its obligations set forth herein by December 31, 2023, this Disaffiliation Agreement shall be null and void.
- 9. Continuing as Plan Sponsor. Nothing in this Disaffiliation Agreement shall prevent Local Church, after the Disaffiliation Date, from continuing to sponsor benefit plans from the General Board of Pension and Health Benefits (Wespath) to the extent permitted by federal law, and provided that Local Church has not expressly resolved that it no longer shares common religious bonds with The United Methodist Church.
- 10. Non-Severability. Each of the terms of this Disaffiliation Agreement is a material and integral part hereof. Should any provision of this Disaffiliation Agreement be held unenforceable or contrary to law, the entire Disaffiliation Agreement shall be deemed null and void.

Representatives of the Local Church

Stephen Car Chair, Administrative Board

Stephen Car Chair, Board of Trustees

Representatives of the Annual Con	nference	
Representatives of the Annual Con	District Superintendent	Date 4/18/22
		7
(I) R VIII	_Authorized Member, Board of Truste	ees Date <u>5-5-22</u>

## EXHIBIT A TO DISAFFILIATION AGREEEMENT

# OFFICER'S CERTIFICATE OF THE DISAFFILIATION VOTE

OF THE
MEMBERS OF THE REHOBOTH UNITED METHODIST CHURCH
I,, as the undersigned officer or authorized designee of <u>Rehoboth</u> United Methodist Church ("Church") certify the vote of the Church members that was taken to disaffiliate from the United Methodist Church pursuant to Paragraph 2553 of the <i>Book of Discipline of the United Methodist Church</i> .
I can certify that the following events transpired as described:
1. The Church Council and members of the Church met on APRILIB, 1033, at a meeting duly called by the District Superintendent after notice as required by the <i>Book of Discipline</i> .
2. There were ballots cast on the issue of whether to disaffiliate from the United Methodist Church subject to the provision of Paragraph 2553 of the Book of Discipline voted "No;" against disaffiliation; voted "Yes," to disaffiliate; and abstained. Copies of the ballots are available for inspection upon request.
Bind 2 mil

OFFICER/AUTHORIZED DESIGNEE

# EXHIBIT B TO DISAFFILIATION AGREEEMENT LIST OF ASSETS TO BE TRANSFERRED AND LIABILITIES TO BE ASSUMED

**REAL PROPERTY**: Address, Deed Book/Page and Use (i.e., church building, parsonage, cemetery etc.) of Real Property to be transferred (Attach copies of deeds or survey containing property description. If multiple properties, attached a list on a separate sheet.)

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• •	225 RUHOBOTH CHURCHRO.
	NEWBERN, TN 38059
	CHURCH BUILDING
BANK/FINANCIAL ACCO be released.	<b>DUNTS</b> : List bank and type of each account in which trust clause is
PERSONAL PROPERTY:	Trust clause is to be released in:
	All personal property, other than property bearing "United Methodist Church" or the Cross and Flame
	All personal property, with the exception of the following:
	(List any property that will be retained by the Annual Conference)
<b>EXISTING LIABILITIES</b> LIABILITY OR TRANSFEI	6 (FOR EACH, PROVIDE PROOF OF SATISFACTION OF R OF LIABILITY TO SUCCESSOR ENTITY):
MORTGAGES:	NONE
SECURED/UNSECURED N	·
	ng litigation None
SUCCESSOR ENTITY:	Rehoboth Community Church
(IF CORPORATION, PRO)	VIDE CORPORATE NAME. IF UNINCORPORATED ENTITY,
PROVIDE NAMES OF TRU	JSTEES IN WHOSE NAME TRANSFER SHOULD BE MADE)
I CEDTIEV THAT THE IM	FORMATION PROVIDED ABOVE IS TRUE AND CORRECT TO
THE BEST OF MY KNOW	LEDGE, INFORMATION AND BELIEF.

OFFICERAUTHORIZED DESIGNEE

#### Standard Form Disaffiliation Agreement-TWK Conference

As mandated by  $\P$  2553

#### DISAFFILIATION AGREEMENT PURSUANT TO ¶ 2553

This Disaffiliation Agreement Pursuant to ¶ 2553 ("Disaffiliation Agreement") is entered into this <u>11th</u> day of <u>May</u>, 2022, by and between <u>Trimble UMC</u> ("Local Church") and <u>The Tennessee-Western Kentucky</u> Conference of the United Methodist Church ("Annual Conference").

WHEREAS, Local Church is a United Methodist church within the boundaries of Annual Conference;

WHEREAS, Local Church has held a church conference, in compliance with ¶¶ 246.8, 248, and 2553.2-.3 of *The Book of Discipline of The United Methodist Church* ("Discipline"), at which at least two-thirds (2/3) of the professing members present at the church conference of Local Church voted to disaffiliate from The United Methodist Church "for reasons of conscience regarding a change in the requirements and provisions of the *Book of Discipline* related to the practice of homosexuality or the ordination or marriage of self-avowed practicing homosexuals as resolved and adopted by the 2019 General Conference, or the actions or inactions of its annual conference related to these issues which follow."

WHEREAS, pursuant to ¶ 2501.1 of the *Discipline*, Local Church holds its real and personal, tangible and intangible property "in trust for The United Methodist Church and subject to the provisions of its *Discipline*."

WHEREAS, property subject to ¶ 2501.1 "can be released from the trust, transferred free of trust or subordinated to the interests of creditors and other third parties only to the extent authority is given by the *Discipline*." ( $\P$  2501.2)

WHEREAS, ¶ 2553 provides a specific circumstance in which property subject to ¶ 2501.1 can be released from the trust imposed by that paragraph.

WHEREAS, ¶ 2553.4 requires the terms and conditions of Local Church's disaffiliation from The United Methodist Church to be "memorialized in a binding Disaffiliation Agreement."

WHEREAS, Local Church and Annual Conference wish to (1) resolve all matters between them, and Local Church wishes to acquire from Annual Conference all of Annual Conference's interest, on behalf of The United Methodist Church, in the real and personal, tangible and intangible property held by Local Church and (2) comply with the requirements of ¶ 2553 and Judicial Council *Decision* 1379.

NOW, THEREFORE, in consideration of the foregoing and all the mutual covenants herein contained, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Local Church and Annual Conference agree as follows:

#### 1. Conditions Precedent. Local Church and Annual Conference acknowledge and agree:

- a. Church Conference Vote. At least two-thirds (2/3) of the professing members present at a church conference of Local Church must vote to disaffiliate from The United Methodist Church "for reasons of conscience regarding a change in the requirements and provisions of the Book of Discipline related to the practice of homosexuality or the ordination or marriage of self-avowed practicing homosexuals as resolved and adopted by the 2019 General Conference, or the actions or inactions of its annual conference related to these issues which follow." Local Church must provide documentation, to the satisfaction of Annual Conference, which evidences the result of the disaffiliation vote taken at the church conference. Such documentation must be certified by an authorized officer of Local Church and shall be included as EXHIBIT A to this Disaffiliation Agreement.
- b. *Annual Conference Vote*. This Disaffiliation Agreement must be "ratified by a simple majority of the members . . . present and voting" at a duly-called session of Annual Conference, as required by Judicial Council *Decision* 1379 and ¶ 2529.1*b*(3).

Should either of the above not occur, this Disaffiliation Agreement shall immediately become null and void.

- 2. <u>Applicability of ¶ 2501</u>. Local Church acknowledges and agrees that pursuant to ¶ 2501 of the *Discipline*, Local Church holds all property, real and personal, tangible and intangible, in trust for the benefit of The United Methodist Church.
- 3. <u>Date of Disaffiliation</u>. Should Local Church timely comply with all of its obligations as set forth herein, Local Church's disaffiliation from The United Methodist Church will be effective on <u>June 30</u>, 2022 ("Disaffiliation Date"). Such Disaffiliation Date must be subsequent to the Annual Conference's ratification referenced in Section 1 above.
- 4. <u>Local Church's Obligations</u>. Unless a different date is specified, Local Church shall, by no later than the Disaffiliation Date, do the following:
  - a. *Payments*. Prior to the Disaffiliation Date, Local Church shall pay to Annual Conference, in a manner specified by Annual Conference, the following:
    - i. Local Church shall have the right to retain its real and personal, tangible and intangible property without charge. Any costs relating to Local Church's retention of its property will be borne by Local Church.
    - ii. Any unpaid current year Connectional Commitment based on the Annual Conference approved formula, totaling \$5896-\$5065= \$831;
    - iii. An additional twelve (12) months of Connectional Commitment based on the Annual Conference approved formula, totaling <u>\$4989</u>;
    - iv. Any past due Direct Bill Pension or Health Insurance payments \_\_\_\_<u>\$0</u>
    - v. An amount equal to Local Church's pro rata share, based on a ratio of church's Connectional Commitment to the current year's budget, of Annual Conference's unfunded pension obligations, based on the Annual Conference's aggregate funding obligations as determined by the General Board of Pension and Health Benefits using market factors similar to a commercial annuity provider, totaling \$22,395; TOTAL... \$28,215
  - b. *Other Liabilities*. Local Church shall either satisfy all of its debts, loans, and liabilities, or assign or transfer such obligations to its new entity. Such debts, loans and liabilities,

and the disposition thereof, are listed in EXHIBIT B to this Agreement. Local Church must provide sufficient documentation of same to Annual Conference. Notwithstanding whether any such liability is disclosed in EXHIBIT B, all liabilities of Local Church shall remain liabilities of Local Church's new entity and shall not become liabilities of Annual Conference.

- c. Intellectual Property. Local Church shall cease all use of "United Methodist," the Cross & Flame insignia, and any other intellectual property of the denomination and Annual Conference, including the removal of all signage containing the same."
- d. *Group Tax Exemption Ruling*. As of the Disaffiliation Date, Local Church shall cease to use, and also shall ensure that any affiliates of Local Church which have been included in the group tax exemption ruling shall cease to use, any and all documentation stating that Local Church is included in the denomination's group tax exemption ruling administered by the General Council on Finance and Administration of The United Methodist Church. Local Church and any of its affiliates which have been included in the group tax exemption ruling will be removed as of the Disaffiliation Date.
- 5. Organizational Transition. Local Church shall take all steps necessary to close and/or dissolve any legal entities and to settle, liquidate, or transfer all assets and obligations of such entities, or to establish any new legal entities, or to modify its current organizing documents, as needed to effectuate its disaffiliation from The United Methodist Church to the satisfaction of Annual Conference. Local Church shall indemnify, defend, and hold harmless Annual Conference and its officers, directors, agents, and employees from any liability or costs (including reasonable attorney fees) resulting from any claim, action, or cause of action for damages to persons or property resulting from Local Church's failure to take all necessary steps as required by this Section 5.
- 6. <u>Property</u>. On the Disaffiliation Date, Local Church will have full ownership of the property and assets listed in EXHIBIT B to this Agreement. The parties shall ensure all necessary transfers or other transactions relating to the above properties are completed prior to the Disaffiliation Date. Any costs resulting from such transfers or other transactions shall be borne by Local Church. Annual Conference shall fully cooperate with Local Church, as needed and applicable, to ensure that such transfers and other transactions convey all of Annual Conference's interest both for

itself and on behalf of The United Methodist Church – in the real and personal, tangible and intangible property of Local Church.

- 7. Release of Claims. Upon the completion of all of their respective obligations herein, Annual Conference and Local Church, for themselves and their agents, representatives, members, trustees, employees, successors, attorneys, and assigns, hereby fully and forever covenant not to sue each other, and release and discharge each other, and their current and former trustees, officers, representatives, employees, and assigns, in both their official and individual capacities, from any liability for any and all causes of action and claims, including any statutory or common law cause of action, tort or contractual claims, any claims for attorneys' fees, expenses and all other damages, whether known or unknown, foreseen or unforeseen, which Annual Conference or Local Church ever had, now has, hereafter may have or claim to have against any of the above-named entities or persons in any way arising out of their relationship with each other. The parties further represent they have no pending lawsuit, charge, complaint, or other action against each other. Notwithstanding the foregoing releases and covenants not to sue, the parties may take action to enforce this Disaffiliation Agreement in any court where jurisdiction and venue are proper.
- 8. <u>Time Limit</u>. Should the Local Church fail to satisfy all of its obligations set forth herein by December 31, 2023, this Disaffiliation Agreement shall be null and void.
- 9. <u>Continuing as Plan Sponsor</u>. Nothing in this Disaffiliation Agreement shall prevent Local Church, after the Disaffiliation Date, from continuing to sponsor benefit plans from the General Board of Pension and Health Benefits (Wespath) to the extent permitted by federal law, and provided that Local Church has not expressly resolved that it no longer shares common religious bonds with The United Methodist Church.
- 10. <u>Non-Severability</u>. Each of the terms of this Disaffiliation Agreement is a material and integral part hereof. Should any provision of this Disaffiliation Agreement be held unenforceable or contrary to law, the entire Disaffiliation Agreement shall be deemed null and void.

Representatives of the Local Church

Rryan Pape Chair, Administrative Board Date 5-11-2022

Lung Vauke Chair, Board of Trustees Date 5-11-20

Representatives of the Annual Co	onference	
Representatives of the Annual Co	District Superintendent	Date 5///2>
Do. Ihr	Authorized Member, Board of	
47/	<u> </u>	<u> </u>

# EXHIBIT A TO DISAFFILIATION AGREEEMENT

# OFFICER'S CERTIFICATE OF THE DISAFFILIATION VOTE OF THE

## MEMBERS OF THE TRIMBLE UNITED METHODIST CHURCH

I, <u>Bryan Pope</u> , as the undersigned officer or authorized designee of <u>Trimble United Methodist Church</u> ("Church") certify the vote of the Church members that was taken to disaffiliate from the United Methodist Church pursuant to Paragraph 2553 of the <i>Book of Discipline of the United Methodist Church</i> .
I can certify that the following events transpired as described:
1. The Church Council and members of the Church met on <u>Wednesday May 11</u> , 2022 at 6:30 PM, at a meeting duly called by the District Superintendent after notice as required by the <i>Book of Discipline</i> .
2. There were 2/ ballots cast on the issue of whether to disaffiliate from the United Methodist Church subject to the provision of Paragraph 2553 of the <i>Book of Discipline</i> .  voted "No;" against disaffiliation; 2/ voted "Yes," to disaffiliate; and 2/ abstained. Copies of the ballots are available for inspection upon request.
Bryan Page OFFICER/AUTHORIZED DESIGNEE

# EXHIBIT B TO DISAFFILIATION AGREEEMENT LIST OF ASSETS TO BE TRANSFERRED AND LIABILITIES TO BE ASSUMED

**REAL PROPERTY**: Address, Deed Book/Page and Use (i.e., church building, parsonage, cemetery etc.) of Real Property to be transferred (Attach copies of deeds or survey containing property description. If multiple properties, attached a list on a separate sheet.)

004L F	0042 006,00	000	308 E Mitchell St Deed Book 5 / Page 585-586 Charch Building 308 E Mitchell St Deed Book 153/Page 139,140-14/ Parsonage
0042 F	0044 006,00	001	308 E Mitchell ST Veed BOOKISS/Page 139,140-14/ Parsonage
04L F	0041 007.01	000	Obion St. Deed Book 878 / Pages 483, 484, 485 Vacant lot that porting lot sin
Security P.O. Box. Dyersbur	be released 1. Alaa	Parsona	OUNTS: List bank and type of each account in which trust clause is  I now AKKKKKK 5557 Reg Chy  Kg XXXXXXXX 2968 Benevalence  Now AKKKXXXX 2968 Benevalence  Now AKKXXXXX 2119 Misc Acct  Trust clause is to be released in:  Lhoyd Jen Kins 55 Class
			All personal property, other than property bearing "United Methodist Church" or the Cross and Flame
			All personal property, with the exception of the following:
			(List any property that will be retained by the Annual Conference)
			S (FOR EACH, PROVIDE PROOF OF SATISFACTION OF ER OF LIABILITY TO SUCCESSOR ENTITY):
	MORTGAGES:		N/A
	SECURED/UNSEC	CURED	NOTES:
	THREATENED OF SUCCESSOR ENT (IF CORPORATIO PROVIDE NAMES	CI TITY: N, PRO	ING LITIGATION
			NFORMATION PROVIDED ABOVE IS TRUE AND CORRECT NOWLEDGE, INFORMATION AND BELIEF.
			Bryan Pops OFFICER/AUTHORIZED DESIGNEE