

SAMPLE PERMANENT TRUST FUND AGREEMENT

THIS TRUST AGREEMENT¹ made and entered into this *24th* day of *June, 2005*, by and between *Union Valley Cumberland Presbyterian Church, 726 Elm Street, Morganfield, Arkansas*, hereinafter called the Grantor, and the Board of Stewardship, Foundation, and Benefits of the Cumberland Presbyterian Church, Inc., a Tennessee non-profit corporation, hereinafter called the Trustee, does hereby establish a trust under the name "*Union Valley Cumberland Presbyterian Church Endowment.*"

This trust agreement includes the following provisions:

1. The Grantor, *recognizing that Christian people are called to be faithful stewards of all the gifts of God—time, abilities, the created world, and money, including accumulated, inherited and appreciated resources—*, has irrevocably transferred to the Trustee an initial gift of \$500.00 as the initial principal of this trust.
2. This Trust is created for the purpose of *expanding and enriching the mission and ministry of Union Valley Cumberland Presbyterian Church, locally and globally, and to assist in any capital improvements which may be made to its facilities used for worship, nurture, and other congregational ministries.*
3. The Trustee shall permanently hold, manage, invest and reinvest the trust property in its sole discretion, and shall collect and receive the income thereof, and after deducting all necessary expenses incident to the administration of the trust, shall dispose of the principal and income of the trust as follows:
 - a) The income is to be distributed by the Trustee to the Grantor at least quarterly;
 - b) It is the intent of the Grantor that the principal shall remain the corpus of the trust and shall not be distributed at any time; and
 - c) It is the further intent of the Grantor that the income shall be used by the *Union Valley Cumberland Presbyterian Church only for capital expenditures for its buildings or for increased giving to mission and outreach causes of the presbytery and the General Assembly.*
4. It is agreed that additional contributions may be made to the principal of this trust fund by the Grantor, by other interested parties, *from undesignated bequests made to the Grantor or from bequests which specify that they are to be used to fund this trust*, or from any other sources.
5. The Grantor acknowledges receipt of a copy of the most recent Annual Report on the Trustee's Endowment Program which specifically outlines administrative procedures covering participation in this trust, which administrative procedures may be changed by Trustee from time to time.
6. The Trustee agrees to exercise and follow prudence in the investment of the principal and to see that an annual report is made to the Grantor on this trust, income received, and capital gains or losses, if any, added to or subtracted from the principal of the fund, as well as additional gifts added to the principal of the fund by the Grantor or from any other source.
7. No officer of the Board of Stewardship, Foundation and Benefits of the Cumberland Presbyterian Church, Inc. or its Board of Directors shall be liable or accountable for any action done or omitted in good faith.

¹ Italicized portions indicate provisions and wording that will vary according to the identity of the Grantor and the purposes of the trust.

8. This trust agreement shall be governed by the laws of the State of Tennessee.
9. In the administration of this trust, the Trustee, in the exercise of a reasonable discretion with respect to all property, real and personal, at any time forming a part of said trust, shall have the right and power to exercise any or all powers set forth in Tennessee Code Annotated Section 35-50-110, to the extent applicable, all of which provisions and powers are incorporated herein by reference as fully as if copied herein verbatim.
10. The Trustee herein accepts said trust, and waives the payment of any compensation for its services hereunder.
11. This trust agreement remains in force should the Grantor *merge with any other church officially related to the General Assembly of the Cumberland Presbyterian Church*. Further, should the Grantor cease to exist or cease to be a *constituent part* of the General Assembly of the Cumberland Presbyterian Church, the Trustee shall disburse the income from the trust as follows:

(Sample A)

*to the Grantor's Presbytery of
Jurisdiction of the General Assembly
of the Cumberland Presbyterian
Church.*

(Sample B)

*one-half for the support of ministerial
education in the Cumberland
Presbyterian Church and one-half
for the support of missionaries
serving the Cumberland
Presbyterian Church outside the
continental United States.*

12. Said trust shall be irrevocable, and the Trustee shall not be required to give bond or any other security.

*Union Valley
Cumberland Presbyterian Church
726 Elm Street
Morganfield, Arkansas*

Board of Stewardship,
Foundation and Benefits
of the Cumberland Presbyterian Church, Inc.
1978 Union Avenue
Memphis, Tennessee 38104

Name: *Jean Q. Pastor*
Title: *Moderator of Church Session*
Attest: *John Scribner*
Title: *Session Clerk*

Name: *J. Richard Magrill, Jr.*
Title: *Executive Secretary*
Attest: *Janie Estes*
Title: *Administrative Assistant*

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