

INDIANA ANNUAL CONFERENCE OF THE UNITED METHODIST CHURCH, INC.

DISAFFILIATION AGREEMENT PURSUANT TO ¶2553

This Disaffiliation Agreement Pursuant to ¶2553 (“Disaffiliation Agreement”) is entered into this _____ day of _____, 20__, by and between Upland United Methodist Church (“Local Church”) and the Indiana Annual Conference of The United Methodist Church, Inc. (“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 ¶ 2501.2 “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, ¶2529.1(b)(3) provides that a local church "cannot sever its connectional relationship to The United Methodist Church without the consent of the annual conference," and the Judicial Council of the United Methodist Church has ruled in Judicial Decision 1379 dated April 25, 2019, that this consent may be ratified by a vote of "a simple majority of the members of the annual conference present and voting" at a session of the annual conference convened after the vote by the church conference of a local church to disaffiliate from the denomination pursuant to ¶2553 of the *Discipline*.

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 2529.1(b)(3) of the *Discipline* 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. The obligations of the parties under this Agreement are subject to the satisfaction of each of the following conditions precedent agreed upon and acknowledged by the Local Church and Annual Conference:
 - 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 *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 and that notice of the church conference meeting was provided in accordance with Local Church’s organizational documents and applicable Indiana law. Such documentation must be certified by an authorized officer of Local Church and shall be included as an exhibit to this Disaffiliation Agreement. (Exhibit A.)

- i. Evidence of membership (e.g., a current and up-to-date membership roll) must be provided to the Conference Superintendent prior to the church conference vote being taken. Membership within the Local Church will be verified before the disaffiliation vote is taken at the church conference to ensure only Local Church members vote.
- ii. The vote for disaffiliation shall be taken by paper ballot. Votes shall be counted by no fewer than two persons counting together, one of which shall be the Conference Superintendent. The final total of the votes counted shall be signed by all persons counting the ballots.

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 any of the above Conditions Precedent 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. Date of Disaffiliation. 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 July 1st, 2022 ("Disaffiliation Date") (Per ¶ 2553.2, this Disaffiliation Date cannot be later than December 31, 2023). Such Disaffiliation Date must be subsequent to the Annual Conference's ratification referenced in Section 1 above. In the event the date of the Annual Conference is changed, the effective date of this agreement will also change accordingly to allow time for the Annual Conference to vote upon the disaffiliation.

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:

i. Local Church shall pay \$0.00 in exchange for the right to retain its real and personal, tangible and intangible property, subject to the following terms: Local Church shall be responsible for all legal fees incurred by either party relating to the retention of its property; and will be responsible for the cost of insurance required by Local Church, including transferring insurance coverage from Annual Conference to Local Church, if necessary. Any and all costs not specifically listed relating to Local Church's retention of its property will be borne by Local Church. Any property transferred by Annual Conference shall be subject to any mortgage, lien or other security interest encumbering such property.

ii. Any unpaid apportionments for the twelve (12) months immediately prior to the Disaffiliation Date, as calculated by Annual Conference, totaling \$13,420.59 (See Exhibit B for correlation/equivalence between "apportionment" and "tithe" in the Indiana Annual Conference of the United Methodist Church);

iii. An additional twelve (12) months of apportionments, as calculated by Annual Conference, totaling \$29,526.10 (See Exhibit B for correlation/equivalence between

“apportionment” and “tithes” in the Indiana Annual Conference of the United Methodist Church);

iv. An amount equal to Local Church’s pro rata share, as determined by Annual Conference, 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 \$142,061.40;

v. An amount equal to Local Church’s pro rata share, as determined by Annual Conference using market factors similar to a commercial annuity provider, of Annual Conference’s Retiree Health Insurance Subsidy obligations, totaling \$26,917.01;

vi. Any prior year pension and health insurance outstanding balances, as recorded in the permanent records of the Conference Board of Pension & Health Benefits, totaling \$0.00;

vii. Any unpaid loans or other obligations to other United Methodist entities (i.e. to a District, Foundation, Conference, or other local churches) unless those loans can be assigned to a new legal entity which, to the satisfaction of the Annual Conference, has the financial ability to assume such loans and other obligations;

viii. Any investment portfolio needs to be addressed as to required modifications;

ix. An amount equal to any grant monies from Annual Conference, or any of its ministries, paid to the Local Church during the twelve (12) months immediately prior to the notice provided to the Conference Superintendent of an intent to disaffiliate and need for a church conference vote;

x. An amount equal to any salary subsidy provided to the Local Church by the District Office or Annual Conference during the twelve (12) months immediately prior to the notice provided to the Conference Superintendent of an intent to disaffiliate and need for a church conference vote.

Pending the Disaffiliation Date, the payments made under this Paragraph 4 may be paid directly to the Annual Conference or paid into escrow with a title company of the Annual Conference's choosing and subject to an escrow agreement approved by the Annual Conference in its sole discretion.

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, releasing Local Church and Annual Conference from any liability related to such debts, loans and liabilities. Local Church must provide sufficient documentation of same to Annual Conference.

c. *Intellectual Property.* Local Church and any of its affiliates 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 (including the removal of same from all websites, email addresses, financial accounts, social media pages and sites, uniform resource locators (URLs), and signage on property and buildings containing the same, and Local Church shall return the same to the Annual Conference promptly if requested by the Annual Conference. In addition, Local Church and its affiliates shall refrain from using in any way any similarly confusing logos, names, designs, trademarks, or service marks. Notwithstanding the foregoing, Local Church may continue to use after the Disaffiliation Date any bibles, hymnals, and books of worship that have already been purchased and are then in use by the Local Church. Also, Local Church may keep and display awards and honorary plaques and the like that contain "UMC," "United Methodist," or "the Cross & Flame insignia of The United Methodist Church.

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 federal tax exemption ruling shall cease to use, any and all documentation stating that Local Church is included in the denomination's federal 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 federal group tax exemption ruling will be removed as of the Disaffiliation Date. Local Church or its successors shall be solely responsible for obtaining from the Internal Revenue Service its own ruling or determination letter regarding exemption from United States federal income tax.

e. *Church Mutual.* A Local Church enrolled in the voluntary Church Mutual Conference Wide Property and Casualty Insurance Program will at the policy renewal date no longer be eligible to receive the benefits associated with the program; negotiated group discounts, a three-year guaranteed maximum rate increase, the possibility of earning up to a twenty percent (20%) safety dividend in exchange for favorable loss history of the program as a whole, no minimum workers compensation premium cost, and access to a \$10,000,000 liability insurance umbrella.

f. *Records.* Local Church shall turn over to Annual Conference all archives, membership rolls, and historical documents, including documents related to funerals, baptisms, and weddings, and all trustee, committee, and council meeting minutes. Local Church may retain copies of records pertaining to funerals, baptisms, weddings, and, subject to approval of the Annual Conference, certain historical documents.

g. *Cemeteries and Columbariums.* If Local Church has a cemetery, columbarium, mausoleum, or other place for the disposition of human remains, Local Church and Annual Conference will enter into an agreement similar to Exhibit C regarding the continued access to, care, and upkeep of it. If Local Church has no cemetery, columbarium, mausoleum, or other place for the disposition of human remains, then this provision shall be of no force or effect.

h. *Endowments, memorial bequests, and donations.* All endowments, memorial bequests, and donations must be reviewed to ensure compliance, to the satisfaction of Annual Conference, with donor intent, any donor restrictions, applicable Indiana law, and the *Discipline* and/or rules of The United Methodist Church. Local Church shall treat all dedicated and restricted funds and property received by it before the date of this Agreement, or subsequently received by it in its pre-Disaffiliation name, in accordance with requirements of applicable law and the provisions of any written direction of the donor regarding the use of the funds or property.

5. Organizational Transition. Local Church must take all steps necessary to dissolve any legal entities and to settle, liquidate, or transfer all assets and obligations of such entities, to establish any new legal entities as needed to effectuate its disaffiliation from The United Methodist Church, to the satisfaction of Annual Conference, including, but not limited to, obtaining a new Employer Identification Number (“EIN”) from the Internal Revenue Service. Annual Conference may require Local Church to obtain a new EIN and to have formed a new legal entity prior to transferring property as contemplated in this Disaffiliation Agreement.

6. Property. On the Disaffiliation Date, Local Church (through the new legal entity or successor legal entity of Local Church) will have full ownership of the property and assets listed in Exhibit D. 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 of ownership of property shall be borne by Local Church. Local Church will provide to Annual Conference a full and complete legal description(s) of all real or other property to be transferred to Local Church at least twenty (20) days prior to the Disaffiliation Date. Furthermore, Local Church warrants and represents that such legal description(s) will be complete and correct. 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 so long as at no cost or liability to Annual Conference. After Local Church has made all payments pursuant to paragraph 4.a., handled all liabilities pursuant to paragraph 4.b., and complied with all other terms of this Agreement, Annual

Conference will sign, and deliver, a quit-claim deed (similar to Exhibit E) releasing all real property to the Local Church effective on the Disaffiliation Date.

7. Release of Claims and Indemnification. 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. To the fullest extent permitted by law, Local Church shall indemnify, defend, and hold harmless Annual Conference and its current and former 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 Section 5 and all other provisions of this Disaffiliation Agreement. Local Church will have all rights and duties as provided by law to wind up its affairs, including those that might exist after the Disaffiliation Date. In addition, Local Church hereby agrees to release, acquit, defend, hold harmless and indemnify Annual Conference from any and all claims, demands, costs, expenses, lawsuits or other claims of whatever nature arising out of or related to acts or omissions involving the Local Church and/or its officers, trustees, and representatives, including but not limited to those directly or indirectly related to any Boy Scouts of America activities that may have been sponsored by the Local Church.

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, to the extent permitted by law, and provided that Local Church has not expressly resolved that it no longer shares common religious bonds with The United Methodist Church.

10 Insurance. In addition to any other kind of insurance that it may choose to maintain, Local Church shall purchase, have in force before the Disaffiliation Date, and keep in full force and effect for at least three full calendar years following the Disaffiliation Date, insurance with the minimum coverage previously recommended by the Conference in a memo dated December 14, 2017, which is attached and incorporated herein as Exhibit H. Local Church shall deliver to Annual Conference before the Disaffiliation Date, and from time to time thereafter at the request of the Annual Conference, one or more Certificates of Insurance that evidence that the insurance required by this Agreement is in full force and effect, together with the Declarations and Endorsement Page of each policy and copies of all required amendatory endorsements or the applicable policy language providing the coverage required by this Agreement.

11. Representations and Warranties of Local Church. Local Church represents and warrants the following to Annual Conference as of the date of this Agreement and as of the Disaffiliation Date:

a. Organization. Local Church is incorporated as a corporation not for profit and validly existing in active status under the laws of the State of Indiana.

b. No Subsidiaries. Local Church does not have any direct or indirect subsidiaries or any other affiliates (except as disclosed in writing to the Annual Conference on Exhibit F to this Agreement).

c. Local Church Names. Local Church does not use a church, corporate, or fictitious name other than its current corporate name, except as disclosed on Exhibit F to this Agreement.

d. Real Property. Local Church does not own or lease any interest in any real property other than its ownership of the real estate described on Exhibit D to this Agreement.

e. Restricted Assets. Local Church does not have donations, endowments, memorial bequests, or financial accounts that are dedicated or restricted as to use, except as disclosed on Exhibit F to this Agreement or in its statement of financial position that is attached as Exhibit G to this Agreement, and is not a party to any agreement, mortgage, promissory note that that restricts the use or spending of its funds.

f. No Litigation. No claim of any kind has been asserted or, to its knowledge, threatened by any person or entity against Local Church, and no lawsuit or other legal proceeding of any kind affecting Local Church or any of its property is pending before any court, arbitrator, or governmental authority or, to its knowledge, threatened by any person or entity or otherwise reasonably foreseeable.

g. Financial Statements. Attached as Exhibit G to this Agreement are complete and accurate copies of the most recent statement of financial position and statement of activities for Local Church, including any and all related notes, schedules, and reports of independent certified public accountants. The attached financial statements fairly present the financial condition and operating activities of Local Church as of the dates and for the periods indicated.

12. 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.

13. Compliance. Both Local Church and Annual Conference intend to comply with all applicable provisions of the *Discipline* as in effect on the Disaffiliation Date. To the extent ¶2553 requires different action, documentation, or obligations of either party, then both Local

Church and Annual Conference agree to comply with such terms. The parties to this Agreement shall execute and deliver to one another after the Disaffiliation Date any additional document reasonably requested by a party to vest, perfect or confirm of record the actions contemplated by this Agreement, so long as the requested document will comply with applicable law and the *Discipline* and not increase or extend any liability or obligation of a party that is contemplated by this Agreement or impose on any party any new or additional liability or obligation.

14. Choice of Law and Venue. This Disaffiliation Agreement shall be governed by the laws of the State of Indiana, without regard to the conflicts of laws or principles thereof. With respect to any litigation based on, arising out of, or in connection with this Disaffiliation Agreement, the parties expressly submit to the jurisdiction of the Courts of the State of Indiana in and for the County of Marion or the United States District Court for the Southern District of Indiana; and the parties hereby expressly waive, to the fullest extent permitted by law, any objection that they may now or hereafter have, to the laying of venue of any such litigation brought in any such court referred to above, including without limitation any claim that any such litigation has been brought in an inconvenient forum.

15. Assignment and Successors. This Agreement is binding on, and inures to the benefit of, every permitted assignee, successor in interest, and legal representative of a party to this Agreement. However, Local Church may not assign any of its rights, or delegate any of its obligations, under this Agreement, without the advance written consent of the Annual Conference, which it may refuse or withhold in its sole discretion. Any attempted assignment or delegation by Local Church without the advance written consent of the Annual Conference will be invalid and ineffective against the Indiana Annual Conference and will not relieve Local Church of any of its obligations to the Indiana Annual Conference under this Agreement.

16. Entire Agreement, Amendment, & Third Party Rights. This Agreement records the entire understanding between Local Church and the Indiana Annual Conference regarding the disaffiliation of Local Church from The United Methodist Church and supersedes any previous or contemporaneous agreement, representation, or understanding, oral or written, by either Local Church or the Florida Conference. A waiver, amendment, or modification of this Agreement or

any provision of it will be valid and effective only if it is signed on behalf of Local Church and the Indiana Annual Conference. Nothing in this Agreement, whether express or implied, is intended or should be construed to confer or grant to any person, other than Local Church, the Annual Conference, the members of the Annual Conference, and their respective permitted assignees and successors in interest, any claim, right, remedy, or privilege pursuant to this Agreement or any provision of it.

17. Execution and Effective Date. This Agreement may be executed by the parties in identical counterparts and by manual, digital, or facsimile signature. Each executed counterpart of this Agreement will be considered an original, and all executed counterparts, together, will constitute the same agreement. This Agreement will become effective as of its date of execution when each party to this Agreement has executed a counterpart of it.

DRAFT

Local Church

_____ United Methodist Church

By: _____ Date: _____

Name: _____

Its: Trustee Chair

By: _____ Date: _____

Name: _____

Its: Church Council Chair

By: _____ Date: _____

Name: _____

Its: Secretary

Annual Conference

Indiana Annual Conference of The United Methodist Church, Inc.

By: _____ Date: _____

Name:

Its: Conference Trustee Chair

By: _____ Date: _____

Name:

Its: Executive Assistant to the Bishop

Exhibit A

(Documentation evidencing the result of the disaffiliation vote taken at the church conference, certified by an authorized officer of Local Church. Paragraph 1a.)

DRAFT

Exhibit B

Indiana UMC Tithe History

The United Methodist Apportionment system is a method of giving that proportionally allocates the church wide budget to Annual Conferences. In 2019, the Indiana Conferences portion of the church wide budget is 5.4 million dollars or 3.6% of the total General Church apportioned budget.

Historically Annual Conferences have funded their General Church obligation by utilizing an apportionment formula that proportionally allocates this expense to the local churches within the Conference. For example, in 2004 the North Indiana Conference utilized the following formula to allocate General Church apportionment.

“The basis for distribution of apportionment shall be based on 1/3 Church Membership; 1/3 Pastor(s) Salary (under appointment); and 1/4 Other Expenses (minus Benevolence and Capital expenses).”

For over a decade the Indiana Conference and its predecessors the North and South Indiana Conferences have utilized a Tithe Plus method to fund ministry rather than an apportionment formula.

From the perspective of the former North Indiana Conference the Tithe model of funding ministry was introduced at the Thirty-Eighth Annual Session of the North Indiana Conference, June 1-4, 2005 at Purdue University in West Lafayette, Indiana. It took affect for the 2006 fiscal year.

North Indiana Conference - 2005 Journal - Pages 967 & 968

VIII Financial

D. Apportioning the Budget

2. The method of funding our Shared Ministry shall be a Tithe and Offerings method. Each local church treasurer shall calculate all income received by the local church from all sources and by whatever receipt methods used each month. From this total shall be removed any income received from tuition-based ministries (day care and preschool), stated Capital Fund Campaigns, pass-thru donations (outside causes/events) and Endowment donations. The church treasurer will then calculate one-tenth of this amount and forward the one-tenth amount (the tithe) to the Director of Finance and Administration by the last day of each month, for the month. The local church's portion of our Shared Ministry shall be consider fully funded if the amount received by the Director of Finance and Administration corresponds appropriately to the amount reported on Table 3 and on the Conference Local Church Audit Form.

3. In addition, any amount apportioned to the Annual Conference for Denominational Ministries, not included by the Conference in the Tithe, shall be assigned to the churches, for their offerings, pro-rata, based upon the estimated income for said church. The estimate of income is to be an average of the previous two years Table 3 report (less fee-based income and Capital Fund Campaign receipts). The Council on Finance will work to have all of the Denomination Ministry support included in the Tithe.

The former South Indiana Conference adopted a Tithe model of funding ministry a year later at the Thirty-Eighth Annual Session of the South Indiana Conference, June 8-10, 2006 at Indiana University in Bloomington, Indiana. It took affect for the 2007 fiscal year.

South Indiana Conference - 2006 Journal - Pages 197

2007 Tithing Initiative Recommendations:

We recommend the Conference Financial Policies as described below. Significant changes being proposed are as follows:

1. That the South Indiana Conference move from an apportionment model of supporting our budget to a Tithe Model in 2007 with the Tithe set at 10% for each local church to support the ministry of the Conference.
2. That CFA be given authority to apportion an additional amount to the local churches not to exceed 2% of their income, for the purpose of paying General Church Apportionment in full.
3. As Tithing income increases this additional apportionment for the General Church will decrease. When there is a surplus of money that comes in from the tithe, it will be brought back to the conference to decide how to use it.

Today the Indiana Conference utilizes the following approach to funding ministry with a Tithe Plus model.

- A. All churches (including New Church Starts and Merged Congregations) are expected to tithe their income to the Annual Conference at a minimum, a tithe would be comprised of these items:
 1. Income from identified and unidentified contributors.
 2. Pledged or un-pledged income.
 3. Undesignated interest and dividend income.
 4. Income received from building use fees.
 5. Income received from fundraisers and programs in support of the operating budget.
 6. Income from capital campaigns, pass-through giving and tuition-based ministries is not included in the tithing calculation.

B. All churches (including New Church Starts and Merged Congregations) are expected to contribute a % of the church income identified in item IA 1-5 to fund the 10 District Ministries on an equitable basis. This % will be determined by the Districts and adopted by the District Conference.

C. Tithing income received over and above the set Tithing Income budget in a fiscal year is to be disbursed as follows:

1. 50% of the excess tithing income is to be sent to pay General Church apportionments up to 100%.
2. 50% of the excess tithing income is to be allocated by the Council on Finance and Administration and reported at the subsequent Annual Conference Session.

DRAFT

Exhibit C
CEMETERY TRANSFER AGREEMENT

I. Agreement

This Agreement is made on _____, 20__ between the Indiana Annual Conference of the United Methodist Church, Inc. (“Conference”) located at 301 Pennsylvania Parkway, Suite 300, Indianapolis, IN 46280 and _____ (“Independent Church”), a recently created independent church at a site formerly affiliated with Conference, located at _____.

II. Transfer of Cemetery

In consideration for entering into this Agreement and for other good and valuable consideration, Independent Church agrees to receive ownership of the cemetery, columbarium, or mausoleum affiliated with Independent Church (“Cemetery”), which has previously been affiliated with Conference. Conference agrees to deed land containing the Cemetery to Independent Church by quitclaim deed.

III. Obligations of Independent Church

Independent Church agrees, upon transfer, to adopt all maintenance, repair, upkeep, and legal obligations previously possessed by the _____ United Methodist Church in connection with ownership of Cemetery. Independent Church will comply with all laws, regulations, ordinances, and other legal requirements regarding cemeteries, columbariums, mausoleums, and the disposition of human remains.

IV. Disturbance of Remains

If, for any reason, any burial plot must be exhumed, any columbarium’s movement or maintenance requires the disturbance of posthumous remains, any mausoleum’s movement or maintenance requires the disturbance of posthumous remains, or any posthumous remains contained in Cemetery are intentionally disturbed in any form, Independent Church must make the best good-faith efforts a reasonable person would expect in order to notify the next-of-kin of the remains at least 12 weeks before the disturbance occurs.

Independent Church also agrees to abide by all applicable laws and regulations in disturbing the remains and to abide by the best industry practices for any industry involved in the disturbance. Independent Church is to have a representative present to observe the disturbance and verify such best practices and that all applicable laws and regulations are, in fact, being followed.

V. Visitation Rights

The rights of any given individual, regardless of religious affiliation, metaphysical opinions, spirituality, or any lack thereof, to visit Cemetery will not change upon transfer of ownership of Cemetery. All persons will be allowed access to Cemetery for personal, professional, or historical reasons. This applies both to individuals visiting remains and/or memorials currently in Cemetery and individuals visiting remains and/or memorials which will be placed in Cemetery in the future. There is no requirement that a visitor be related to any remains in Cemetery.

VI. Right to be Buried Alongside One's Spouse

If an individual was married to someone (their Spouse) at the time of the Spouse's death, and Spouse is buried in Cemetery, that individual has the right to be buried with or in a plot alongside their Spouse regardless of their denominational affiliation, religious affiliation, metaphysical opinions, or any other set of beliefs or lack thereof. This applies both to individuals with Spouses whose remains are currently located in Cemetery and individuals who will, in the future, have Spouses whose remains are located in Cemetery. The individual will have to pay any regular and customary fees for such internment.

VII. Sale or Transfer of Cemetery by Independent Church

If Independent Church, at any future time, decides to sell or transfer ownership of Cemetery to a third party, Independent Church will notify Conference or, if no longer in existence, its successor, in writing.

VIII. Assignment

This agreement and any rights or obligations pursuant thereto may not be assigned or transferred by Independent Church without the prior, express, and written consent of the Indiana Annual Conference of the United Methodist Church, Inc.

IX. Modification of Agreement

Any modification of this agreement or additional obligations assumed by either party in connection with this agreement are binding only if put in writing and signed and dated by an authorized representative of each party.

X. Governing Law

This agreement is governed by, construed, and enforced in accordance with the laws of the State of Indiana.

XI. Severability

The invalidity of any portion of this agreement will not affect the validity of any other provision. If any provision of this agreement is held to be invalid, the parties agree that the remaining provisions remain in full force and effect as if they had been executed by both parties subsequent to the expungement of the invalid provision.

Independent Church

By: _____ Date: _____

Name: _____

Its: Trustee Chair

By: _____ Date: _____

Name: _____

Its: Church Council Chair

By: _____ Date: _____

Name: _____

Its: Secretary

Conference

Indiana Annual Conference of The United Methodist Church, Inc.

By: _____ Date: _____

Name:

Its: Conference Trustee Chair

By: _____ Date: _____

Name:

Its: Executive Assistant to the Bishop

Exhibit D

(Property and assets listed by address, legal description, amount, and type.)

Real Estate

Church Address:

Legal Description

Personal Property

Furniture Type Number

Supplies Type Number

Accounts Acct. No. Institution Balance Authorized Signers Restrictions

Other Type Number

Vehicles Year Make and Model

Exhibit E
QUIT CLAIM DEED

THIS INDENTURE WITNESSETH, that the **Indiana Annual Conference of the United Methodist Church, Inc.**, an Indiana not-for-profit religious corporation, as the successor to the Denver United Methodist Church, formerly known as as the Trustees of the Methodist Church of Denver (“Grantor”), QUITCLAIMS to **[LOCAL CHURCH’S NEW NAME]**, an **Indiana nonprofit corporation** (“Grantee”), for Ten Dollars (\$10.00) and other valuable consideration, the receipt of which is hereby acknowledged, all of its right, title and interest in and to that certain real estate located at _____, _____, _____ County, Indiana, described in Exhibit A, attached hereto and incorporated by reference herein (the “Real Estate”), subject to all matters of record, the public’s right to use any rights of way, any matter which would be disclosed by an inspection of the Real Estate or an ALTA survey of the Real Estate and to the lien of taxes, not yet due and payable.

Send tax statements to and _____
Grantee’s mailing address is: _____, Indiana, _____

The undersigned certifies, confirms, acknowledges, and proclaims that the Grantor has complied with the applicable provisions of *The Book of Discipline of the United Methodist Church* and has the ability and authority to transfer the real property in question. Accordingly, any applicable trust clause or other restriction imposed by Chapter Six, Paragraphs 2501 *et seq* of *The Book of Discipline of the United Methodist Church* for the benefit of the United Methodist Church is hereby released and extinguished.

IN WITNESS WHEREOF, Grantor has executed this Quitclaim Deed this _____ day of _____, 20____.

**Indiana Annual Conference of the United
Methodist Church, Inc.**

ATTEST:

By:____
_____, Trustee

By:____
_____, Trustee

STATE OF INDIANA)
)
COUNTY OF)

SS:

Before me, a Notary Public in and for the above County and State, personally appeared _____, Trustee of the Indiana Annual Conference of the United Methodist Church, Inc., an Indiana not-for-profit religious corporation, who acknowledged the execution of the foregoing Quitclaim Deed on behalf of said Conference, and who, having been duly sworn, stated that any representations contained therein are true.

WITNESS my hand and Notarial Seal this _____ day of _____, 20____.

[SEAL] _____
Notary Public

Printed:_____

I am a resident of _____ County, Indiana.

My commission expires: _____.

STATE OF INDIANA)

)

SS:

COUNTY OF)

Before me, a Notary Public in and for the above County and State, personally appeared _____, acting as a trustee of the Indiana Annual Conference of the United Methodist Church, Inc., an Indiana not-for-profit religious corporation, who acknowledged the execution of the foregoing Quitclaim Deed on behalf of said Conference, and who, having been duly sworn, stated that any representations contained therein are true.

WITNESS my hand and Notarial Seal this _____ day of _____, 20____.

[SEAL] _____
Notary Public

Printed: _____

I am a resident of _____ County, Indiana.

My commission expires: _____.

I affirm, under the penalties for perjury, that I have taken reasonable care to redact each Social Security number in this document, unless required by law. (_____)

This instrument was prepared by Mark C. Sausser, Attorney at Law, Faegre Drinker Biddle & Reath LLP, 300 North Meridian Street, Suite 2500, Indianapolis, Indiana 46204.

EXHIBIT F
DISCLOSURE SCHEDULE FOR EXCEPTIONS TO
REPRESENTATIONS AND WARRANTIES OF LOCAL CHURCH

Section 11(b) – Subsidiaries

Section 11(c) – Church Names

Section 11(e) – Restricted Assets

DRAFT

EXHIBIT G

**FINANCIAL STATEMENTS OF LOCAL CHURCH PROVIDED
IN ACCORDANCE WITH SECTION 10(G) OF THE AGREEMENT**

DRAFT