

AMENDED
DECLARATION OF TRUST OF THE
WESTMINSTER PRESBYTERIAN CHURCH
ENDOWMENT FUND

THIS TRUST AGREEMENT is entered into this ____ day of _____, 2023, by and between the WESTMINSTER PRESBYTERIAN CHURCH, a Kansas non-profit corporation located in Ottawa, Kansas, Settlor, and the undersigned members of the Session of the WESTMINSTER PRESBYTERIAN CHURCH and the Trustees of the Endowment Fund of the Westminster Presbyterian Church.

WHEREAS:

- A) Article V, Section 5.1, of the Declaration of Trust of the Westminster Presbyterian Church dated June 5, 1989 authorizes the amendment of that Trust.
- B) The Church previously adopted a resolution by its Session creating an Endowment Fund to be known as the Westminster Presbyterian Church Endowment Fund, and has by the terms of the June 5, 1989 Trust authorized the undersigned officers of Westminster Presbyterian Church, members of its Session and Trustees to execute this Amendment; and
- C) The purpose of the Endowment Fund is to share the love and grace of God as revealed in Jesus Christ through the wise and generous stewardship of our material resources so that the mission, ministry and fellowship of the Church may be both strengthened and expanded for years to come.

NOW THEREFORE, the Settlor and the undersigned Trustees and members of the Session hereby agree as follows:

ARTICLE I

OBJECTIVES

1.1 The purpose of this Trust is to create the WESTMINSTER PRESBYTERIAN CHURCH ENDOWMENT FUND of Ottawa, Kansas.

1.2 This Endowment Fund has six (6) basic purposes. (1) To provide members and friends of this Church with the means to make gifts, which will continue to support its mission in perpetuity. (2) To educate the people of this Church about the importance of personal financial planning and the opportunities for charitable giving. (3) To provide WESTMINSTER PRESBYTERIAN CHURCH with added financial strength to carry out its ministries. (4) To invest and manage the assets in keeping with the wishes of the Donors in a

manner consistent with the mission of this Church. (5) To provide support for projects, such as missions and capital improvements, not ordinarily included in the Annual Budget, rather than to be a source of revenue for the budget itself. (6) To supplement the Church budget, only in extreme emergencies or in the event of drastic changes in the Church's financial conditions, as determined by the trustees and the Session, upon the vote and authorization described in Article IV, Section 4.2, below.

ARTICLE II

ORGANIZATION

2.0 The undersigned Trustees shall serve until end of their respective term.

2.1 The Trustees shall consist of six communicant members in good standing of this congregation, and, in addition, as ex-officio, the Senior Pastor, who shall have voting powers.

2.2 The Trustees shall be elected by the congregation. All trustees shall serve 3- year terms, subject to re-election for a total of four consecutive 3-year terms.

On January 1st of any year in which vacancies exist among the six Trustees, the congregation shall elect the number of trustees necessary to fill said vacancies, caused by expiring terms, to serve 3-year terms.

2.3 A Trustee may not serve more than four consecutive 3 - year terms, or a maximum of 12 years. A trustee may serve again after the expiration of his/her term, but shall not be eligible for re-election for at least one calendar year after the expiration of his/her term.

2.4 Terms of office will commence January 1st and expire December 31st of the last year of the term.

2.5 The congregation shall elect a Trustee to fill a vacancy caused by the resignation or incapacity to serve of any Trustee, and upon election, said new Trustee shall fill out the remainder of the resigning Trustee's term.

2.6 The Trustees, from its members, shall appoint a chairperson, secretary and treasurer.

2.7 The Trustees, from its members and those of the congregation, shall appoint such subcommittees as it deems necessary to carry out its responsibilities.

2.8 Four Trustees shall constitute a quorum for the purpose of transacting business.

2.9 The Trustees shall publish the times and dates of its regular meetings which shall be held at least once each calendar quarter.

2.10 Special meetings may be called upon request of the Pastor, Clerk of Session, or the Chairman. Written or personal notice shall be given to each Trustee at least three days prior to a special meeting.

2.11 Written minutes of Trustee meetings shall be made and distributed to all Trustees and to the Clerk of Session. These minutes shall be reviewed at least annually by the Session.

ARTICLE III

DUTIES AND POWERS OF THE TRUSTEES

3.0(a) Instead of making distributions from the Endowment Fund based on principal and interest of the Endowment Fund Assets, the trustees shall determine the approximate average value of all endowment fund assets as of the third quarter of each year.

(b) Endowment fund assets shall include all cash, investments, stocks, bonds, real estate, or other property held in the Trust.

(c) The Trustees shall determine on an annual basis a percentage of the asset value of the Trust to be awarded/distributed in the coming year. The Trustees shall make this determination at their October meeting.

(d) The percentage of asset value to be distributed shall be a recommendation of the trustees to the Session. The Session shall have final authority to accept, deny or adjust the recommended percentage. The Session shall make their determination at the next meeting following the meeting of the Trustees.

(e) The trustees shall have the discretion to recommend a

percentage of the asset value for distribution, which may exceed the annual earnings. However, it is the trustees' intent that over a period of five to ten years, the returns on the Endowment Fund assets shall exceed the distributions made from the Endowment Fund assets.

3.1 To undertake educational activities relative to its purposes; guidance of personal stewardship, classes, and seminars on financial planning; wills emphasis; encouragement of bequests and gifts; notices and reminders of planned giving in church publications and mailing. The expense of such educational activities and other normal operating expenses of the Fund may be paid for with income from the fund insofar as possible or may be paid from the annual operating budget of the Church, as approved by the Session.

3.2 To assume responsibility for the receipt, safekeeping, investment, management, transfer and disbursement of all property designated to the Endowment Fund.

3.3 (a) During the summer months, the trustees will seek requests from each church committee as to each committee's need for Trust fund distributions. The trustees will review these requests during its October meeting in making its determination of the distribution percentage and in making its recommendation to the Session.

(b) Any church committee or any third party or organization may request distribution of trust funds, throughout the year. The trustees shall review any said requests, and make a recommendation to the Session, which shall then make the final decision to accept, deny or adjust the request

Should the Session fail or decline to approve the trustee's proposal for the use of funds by December 31, of the year in which the proposal is made, then the proposed funds shall not be used, but shall be added to and become part of the total assets of the ENDOWMENT FUND, to be administered under the terms of this Trust Agreement.

3.4 To maintain a Book of Gifts containing all relevant data and history of gifts received, provided, however, that if any donor wishes to remain anonymous, the records shall be maintained on a basis that will fully honor this request.

3.5 To maintain records of all transactions and financial

reports and to make them available for review by the Session and for annual audit. These records shall include original asset values and earnings on assets as may be required for tax purposes.

3.6 To perform every act which a prudent man would perform for the purposes of the Trust, including but not limited, to all purposes conferred by the Uniform Trustee's Powers Act, K.S.A. 58-1201, et seq.

ARTICLE IV

PROPERTY OF AND POLICIES GOVERNING THE ENDOWMENT FUND

4.1 The following gifts shall be credited to the Endowment Fund:

(a) Bequests designated to the Endowment Fund as given through Wills;

(b) Trusts as made by living individuals with the Church as a beneficiary;

(c) Deferred gifts designated to the Endowment Fund whose full value accrues to Church at a later time;

(d) Outright gifts of cash, securities, real estate, art as designated by the donor to the Endowment Fund;

(e) Memorial gifts designated by donor to the Endowment Fund;

(f) Any other gifts of property or money which the Session may by resolution place in the Endowment Fund.

4.2 The Endowment Fund shall be a permanent and perpetual fund. It shall not be used to supplant the normal stewardship efforts of the Church or its congregation or the responsible current support and involvement of the members of its congregation, but rather it is intended to provide special resources for supporting and expanding the mission and ministries of the Church through the accumulation of a fund which may be used to create and sustain extraordinary projects that will benefit the Church, its congregation, the communities in which it, and its members are located, and the church-at-large, and to aid in the support of the Church or its congregation in extreme emergencies or in the event

of drastic changes in the Church's financial condition. In keeping with such intent, and except as provided in Section 4.4 hereof, (ex no part of the assets or earnings of the Trust estate may be disbursed or expended as part of the general operating budget of the Church, unless in each case any such proposal (i) has been presented to and approved by two (2) meetings of the Session and of the Trustees or their successor bodies held at least thirty (30) days apart after notice, and (ii) has been approved by the ballot of two-thirds (2/3rds) of those individuals who at the time of such consent separately constitute the Session and the Trustees or their respective successor bodies performing similar functions in the Church or its successor organization. "Notice" as used in this Section means written notice of the time, place and purpose of such meeting mailed to each member of each member of each such body, all at his or her address as shown in the Church records, at least ten (10) days before the date of the meeting.

4.3 The Trustees of the Endowment Fund established hereby annually shall investigate and assess Church and community needs and shall formulate and present to the Session recommendations identifying areas of need and proposing general directions for use of Trust funds with respect to those areas of need, if in its judgment, use of Trust funds is advisable at that time. In addition, the Trustees at any time it determines a need exists, may recommend to the Session disbursement of Trust funds for identified areas of need. The Session may approve or disapprove the Trustee's proposals in whole or in part, may at any time authorize disbursement of the Trust funds by the Church Treasurer consistent with the funding directions approved by the Session, subject to Sections 4.2, or may elect to accumulate the net earnings and asset of the Trust estate. It is the intent of this section that funds of the Endowment Fund may be used for any purpose for which other funds of the Church might be used, subject to Sections 4.2.

4.4 Notwithstanding anything herein to the contrary, if a gift, devise or bequest is made to the Endowment Fund with directions, in writing, from the donor or testator as to the purposes for which the asset or earnings therefrom shall be retained or distributed, then if such gift, devise, or bequest is accepted, the asset and/or earnings therefrom shall be retained or disbursed as directed by the donor or testator, and the determination of the donor's or testator's intent shall be made by the Session, after receiving the recommendation of the Trustees. Should a gift, devise or bequest not have written directions from the donor or testator as to the purposes for which it shall be used, or if the written directions are so ambiguous that the Trustees and Session cannot

determine the donor's or testator's intent, then said gift, devise or bequest shall be accepted only as an unrestricted gift, devise or bequest to be administered pursuant to the other provisions of this Trust Agreement.

If the gift, devise or bequest has written directions as to the purposes for which it shall be used, but at some later time the original designated purpose is not feasible, becomes obsolete, or otherwise cannot be implemented, then the gift shall be deemed by the Trustees and the Session to be an unrestricted gift, devise or bequest to be administered pursuant to the other provisions of this Trust Agreement.

ARTICLE V

REVOCATION OR AMENDMENT OF TRUST

5.1 This Trust may be revoked or amended only after any such proposed revocation or amendment (a) has been presented to and approved by two (2) meetings of the Session and of the Trustees or their respective successor bodies held at least thirty (30) days apart after notice, and (b) has been approved by the written consent of two-thirds (2/3rds) of those individuals who at the time of such revocation or amendment separately constitute the Session and all of the Trustees or their successor bodies performing similar functions in the Church or its successor organization. "Notice" as used in this Section means written notice of the time, place and purpose of each meeting mailed to each member of each such body, all at his or her address as shown in the Church records, at least ten (10) days before the date of the meeting, and such notice to the entire congregation as is reasonably practical under the circumstances, such as announcement in a Church newsletter and from the pulpit.

5.2 If at any time the WESTMINSTER PRESBYTERIAN CHURCH of Ottawa, Kansas, is lawfully merged or consolidated with any other church, all of the provisions herein in respect to the ENDOWMENT FUND shall be deemed to have been made for and in behalf of such merged or consolidated church which shall be entitled to receive all of the benefits of said ENDOWMENT FUND and shall be obligated to administer the same in all respects in accordance with the terms thereof.

In the event of the dissolution of the WESTMINSTER PRESBYTERIAN CHURCH of Ottawa, Kansas, the Presbytery of jurisdiction shall be

entitled to the benefits and be obligated to administer the Fund in similar fashion, or may terminate it by majority vote at any regular meeting of Presbytery.

IN WITNESS WHEREOF, the undersigned trustees of this Trust, the Moderator of the Session, and the officers of Westminster Presbyterian Church, a Kansas non-profit corporation do hereby execute, by signing, this Declaration of Trust, in several counterparts the day and year first above stated.

WESTMINISTER PRESBYTERIAN CHURCH, a
Kansas, Non-Profit Organization,
SETTLOR

By: _____
Moderator of the Session

TRUSTEES:

ATTEST:

CLERK OF THE SESSION