

DISAFFILIATION AGREEMENT

This Disaffiliation Agreement (this "**Agreement**" or "**Disaffiliation Agreement**") is entered into as of April 20, 2023, by Cavendish United Methodist Church, aka Bedrock Creek Church ("**Local Church**"), and Pacific Northwest Annual Conference of The United Methodist Church, a Washington nonprofit corporation ("**PNWACUMC**").

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

WHEREAS, Local Church has held a church conference in compliance with Paragraphs 246.8, 248, and 2553.2-2553.3 of *The Book of Discipline of The United Methodist Church* (the "**Discipline**") at which at least two-thirds (2/3) of its professing members who were present at the church conference 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 Paragraph 2501.1 of the Discipline (the "**Trust Clause**"), 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, Paragraph 2501.2 of the Discipline provides that property subject to the Trust Clause "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."

WHEREAS, Paragraph 2553 of the Discipline provides a specific circumstance in which property subject to the Trust Clause can be released from the trust imposed by the Trust Clause.

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

WHEREAS, Paragraph 2529.1,b)(3) of the Discipline 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 provided 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 Paragraph 2553 of the Discipline.

WHEREAS, Local Church desires to acquire from PNWACUMC all of PNWACUMC's interest, on behalf of The United Methodist Church, in the real and personal, tangible and intangible, property held by Local Church, and Local Church and PNWACUMC desire to resolve all matters between them and comply with the requirements of Paragraphs 2553 and 2529.1.b)(3) of the Discipline.

NOW, THEREFORE, in consideration of the foregoing and all the mutual covenants contained in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which the parties acknowledge, Local Church and PNWACUMC 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 before the effective date for Local Church's disaffiliation from The United Methodist Church that is specified in **Section 3** below (the "**Disaffiliation Date**"):

(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 PNWACUMC, which evidences the result of the disaffiliation vote taken at the church conference in the form attached hereto as **Exhibit A**. Such documentation must be certified by an authorized officer of Local Church and shall be included as an exhibit to this Disaffiliation Agreement.

(b) **Annual Conference Session Vote.** This Disaffiliation Agreement must be "ratified by a simple majority of the members . . . present and voting" at a duly-called session of PNWACUMC, as required by Judicial Council *Decision* 1379 and Paragraph 2529.b(3) of the Discipline.

(c) **Performance of Obligations.** Local Church must pay, perform, and satisfy when due all its obligations under this Agreement that are required to be paid, performed, or satisfied by it on or before the Disaffiliation Date.

(d) **Representations and Warranties.** Each representation and warranty of Local Church in this Agreement must be true, complete, and accurate in all material respects as of the date of this Agreement and as of the Disaffiliation Date, as though made on that date.

If either of the conditions precedent set forth in subsections (a) and (b) above is not satisfied before the Disaffiliation Date, this Agreement shall immediately and automatically terminate and become null and void as of the date of execution of this Agreement. In addition, if the conditions precedent set forth in subsections (c) and (d) above are not fully satisfied before the Disaffiliation Date, PNWACUMC may terminate this Agreement by written notice to Local Church, whereupon this Agreement will become null and void. For avoidance of doubt, the condition precedent set forth in subsection (b) above will not be satisfied if a petition for approval of this Agreement and the disaffiliation of Local Church is submitted to a vote of the members of PNWACUMC at a duly called session of PNWACUMC and the petition is not approved by the affirmative vote of a simple majority of the members of PNWACUMC who are present and entitled to vote on the petition at such session. If this Agreement is terminated in accordance with the preceding sentences, none of the parties to this Agreement (or any other person or entity) will have any further duty, right, liability, or obligation under this Agreement as of the date of termination of this Agreement.

2. Applicability of Trust Clause. Local Church acknowledges and agrees that, pursuant to the Trust Clause, it holds all its property, real and personal, tangible and intangible, in trust for the benefit of The United Methodist Church.

3. Date of Disaffiliation. If Local Church timely complies with all its obligations under this Agreement, Local Church's disaffiliation from The United Methodist Church will be effective on May 31, 2023.

4. Local Church's Obligations. Unless a different date is specified, Local Church shall do all the following before the Disaffiliation Date:

(a) Payments. Local Church shall pay to PNWACUMC, in a manner specified by PNWACUMC, the following:

(i) All costs associated with the release of the Trust Clause and other legal work relating to Local Church's retention of its real and personal, tangible and intangible property in accordance with **Section 7** below, whether incurred or to be incurred by Local Church or PNWACUMC.

(ii) The cash sum of \$2,766.00 for payment of any unpaid tithe of Local Church for the twelve (12) months of the current calendar year, as determined by the PNWACUMC Trustees.

(iii) The cash sum of \$2,766.00 for payment of an additional twelve (12) months of tithe of Local Church, as determined by the PNWACUMC Trustees.

(iv) The cash sum of \$559.00 for payment of Local Church's share of the United Methodist Church settlement of the Boy Scouts of America bankruptcy case, as determined by the PNWACUMC Trustees. This does not indemnify Local Church from legal claims associated with chartering a Boy Scout-related troop.

(v) The cash sum of \$16,752.05 for payment of Local Church's share, as determined by the PNWACUMC Board of Pensions, of PNWACUMC's unfunded pension obligations, based on PNWACUMC's aggregate funding obligations as determined by the General Board of Pension and Health Benefits of The United Methodist Church using market factors similar to a commercial annuity provider and indicated in the last Wespath report provided to PNWACUMC before the date of this Agreement.

(vi) The cash sum of \$0.00 for unpaid insurance premiums that are due to PNWACUMC through the Disaffiliation Date for the insurance provided to Local Church through the conference Insurance Program of PNWACUMC.

(vii) The cash sum of \$_____ for unpaid pension contributions for the appointed clergy of Local Church that are due to PNWACUMC through the Disaffiliation Date.

(viii) The cash sum of \$_____ for unpaid salary and/or benefits that are due for the appointed clergy of Local Church through the Disaffiliation Date.

(ix) All unpaid salary and benefits, including pension benefits, for the appointed clergy of Local Church for the period of June 1, 2023, through June 30, 2023, paid directly to the appointed clergy of Local Church or the PNW Annual conference (as per usual) on or before May 15, 2023. This appointed clergy of Local Church will no longer serve Local Church after the Disaffiliation Date.

(b) **Other Liabilities.** Local Church shall satisfy all its debts, loans, and liabilities due to any United Methodist organization. Local Church shall provide to PNWACUMC before the Disaffiliation Date sufficient documentation, in form and content satisfactory to PNWACUMC, that the foregoing has been accomplished.

(c) **Intellectual Property.** Local Church shall cease, and shall cause its affiliates to cease, all use of the letters “UMC,” the words “United Methodist,” the Cross & Flame insignia of The United Methodist Church, and any other intellectual property of the denomination and PNWACUMC, 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. 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 cease to use, any documentation stating that Local Church or any of its affiliates is included in the Internal Revenue Service group tax exemption ruling for The United Methodist Church that is administered by the General Council on Finance and Administration of The United Methodist Church. Local Church and any of its affiliates that have been included in the group tax exemption ruling will be removed from it without notice 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) **Continued Care of Cemeteries.** If Local Church has a cemetery, memorial garden, mausoleum, columbarium, or other place for the disposition of human remains, Local Church shall continue to maintain it in compliance with all applicable laws and provide access to it after the Disaffiliation Date for families and loved ones of United Methodists who are buried there on the same terms and conditions as the members of Local Church.

(f) **Historical Records.** Local Church shall give to PNWACUMC, in digital or electronic format, copies of all of its books and records of members, baptisms, weddings, and funerals, as well as copies of all its Forms W-2, Forms W-3, and Forms 941 for the most recent five (5) years, and PNWACUMC shall place those records in the Annual Conference Archives. A final membership roster will be submitted that lists each member and contact information and indicates if they are withdrawing their UMC membership or remaining a member of the UMC.

(g) **Restricted Gifts.** During the period leading up to the Disaffiliation Date, Local Church and PNWACUMC shall work together to identify and review any gifts, grants, donations, endowments, and memorial bequests to Local Church that are dedicated or restricted as to use or subject to reversion, change of control, or similar provisions, to ensure compliance with all restrictions particular to United Methodism and to determine any actions that are necessary, such as the consent or acknowledgment of the donor, to assure that the assets will not be adversely affected by the disaffiliation of Local 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 shall do the following in connection with its organizational transition relating to its disaffiliation:

(a) **Name Change.** Local Church shall take all steps necessary to amend on or after the Disaffiliation Date, in a manner satisfactory to PNWACUMC, its articles of incorporation and bylaws as needed to remove any reference to “United Methodist” or any other indication that Local Church is affiliated or connected with The United Methodist Church.

(b) **Liabilities and Obligations.** As provided in **Section 4(b)**, Local Church shall satisfy all its debts, loans, and liabilities before the Disaffiliation Date and continue its existence as a church after the Disaffiliation Date.

(c) **Merger of Local Church.** If Local Church merges into another church corporation, Local Church shall assure that the articles of incorporation, bylaws, and other corporate governance documents of the surviving corporation do not contain the letters “UMC” or the words “United Methodist” or otherwise indicate any affiliation or connectional relationship with The United Methodist Church.

6. Indemnification. Local Church shall indemnify, hold harmless, and defend, with PNWACUMC approved counsel, PNWACUMC, Faith Foundation Northwest, and their respective agents, officers, directors, 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 any action that is required by this Disaffiliation Agreement, Local Church’s breach of this Disaffiliation Agreement, Local Church’s breach of any escrow arrangement that arises from this Disaffiliation Agreement, any failure to comply with applicable law by Local Church or Local Church’s agents, officers, directors, or employees, or any property listed in **Exhibit B** attached to this Disaffiliation Agreement.

7. Property. On the Disaffiliation Date, if all the conditions precedent specified have been satisfied, Local Church will have full ownership of the property and assets listed in **Exhibit B** attached hereto and as required by applicable law. The parties shall ensure that all necessary transfers of property interests or other transactions relating to the above properties are completed prior to the Disaffiliation Date. Any and all costs of such transfers or other transactions shall be borne by Local Church. PNWACUMC shall fully cooperate with Local Church to the extent reasonably practicable, as needed and applicable, to ensure that such transfers and other transactions convey all of PNWACUMC’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. Local Church requests that title to all property be conveyed and transferred to Bedrock Creek Church (Local Church name). [Notwithstanding the foregoing, any property listed on **Exhibit B** that is unable to be transferred under this **Section 7** due to restrictions on transfers or use and that cannot be released on or before the Disaffiliation Date shall be deemed to have been removed from **Exhibit B** and shall be retained by PNWACUMC.]

8. Release of Claims. Except as otherwise set forth in this Disaffiliation Agreement, upon completion of all their respective obligations herein, PNWACUMC and Local Church, for themselves and their agents, representatives, members, directors, officers, 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, directors, officers, representatives, employees, and assigns, in both their official and individual capacities, from any and all 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 PNWACUMC 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: (a) this Disaffiliation Agreement, including any indemnification obligations in this Disaffiliation Agreement; and (b) causes of action and claims arising from any breach of this Disaffiliation Agreement, in each case in any court where jurisdiction and venue are proper. For the avoidance of doubt, the release set forth in this Section 8 shall exclude claims that cannot be released or waived under applicable law.

9. Termination. If Local Church fails to satisfy on or before the Disaffiliation Date all the conditions precedent to its disaffiliation that are set forth in **Section 1** of this Agreement or if this Agreement, or the performance of this Agreement, jeopardizes the federal tax exempt status of PNWACUMC, PNWACUMC reserves the right to, and may, terminate this Agreement at any time by written notice to Local Church, in which case the disaffiliation of Local Church will not become effective. In addition, if the disaffiliation of Local Church does not become effective by December 31, 2023, this Agreement shall be null and void, as of the date of execution of this Agreement.

10. Continuing as Plan Sponsor. Nothing in this Agreement shall prevent Local Church, after the Disaffiliation Date, from continuing to sponsor benefit plans from the General Board of Pension and Health Benefits of The United Methodist Church ("GBPHB") 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. Local Church is responsible for taking any and all actions necessary with GBPHB to become such a sponsor of the benefit plan(s).

11. Insurance. Independent of its indemnity obligation, Local Church shall for a period of three (3) years after the Disaffiliation Date maintain standard commercial liability insurance, errors and omission insurance, and employment liability insurance with limits of liability not less than \$1,000,000 which (a) lists PNWACUMC and its officers, directors, agents, and employees as additional insureds with coverage to the same extent and on the same basis as Local Church and (b) which makes such insurance primary to any other available or collectible insurance which may be available to PNWACUMC and its officers, directors, agents, and employees.

12. Further Assurances. The parties to this Agreement shall execute and deliver to one another after the date of execution of this Agreement and 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. In addition, the parties to this Agreement intend to comply fully with the Discipline in connection with the actions contemplated by this Agreement and shall take any different or additional action, and execute any different or additional documentation, that is required for the actions contemplated by this Agreement to comply with Paragraph 2553 or any other provision of the Discipline.

13. Representations and Warranties of Local Church. Local Church represents and warrants the following to PNWACUMC as of the date of this Agreement and as of the Disaffiliation Date:

(a) **Organization.** Local Church is incorporated and validly exists in active status under the laws of the State of Idaho.

(b) **No Subsidiaries.** Local Church does not have any direct or indirect subsidiaries or any other affiliates.

(c) **Authorization.** The execution, delivery, and performance of this Agreement by Local Church have been duly authorized by its Board of Trustees and all other requisite action of Local Church in accordance with the Discipline, applicable law, and its Bylaws, Articles of Incorporation, and other governing documents, and this Agreement constitutes a valid, binding, and enforceable obligation of Local Church.

(d) **Local Church Names.** Local Church does not use a church, corporate, or fictitious name other than its current corporate name.

(e) **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 B** to this Agreement.

(f) **Restricted Assets.** Local Church does not have donations, endowments, memorial bequests, or financial accounts that are dedicated or restricted as to use and is not a party to any agreement, mortgage, promissory note that that restricts the use or spending of its funds.

(g) **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.

(h) **Insurance Claims.** Local Church does not have any unresolved property insurance matters or any active claims with the Unit Insurance Program of PNWACUMC. Local Church has not had any claim asserted against it within the last five (5) years relating to sexual abuse or molestation liability, and no member of its church council knows of any basis for any such claim.

(i) **Accuracy of Representations and Warranties.** All the representations and warranties of Local Church in this Agreement are true, complete, and correct in all material respects as of both the date of this Agreement and the Disaffiliation Date.

14. Notices. Every notice, consent, approval, or indemnification claim that is required or permitted to be given to or by a party or an indemnitee under this Agreement will be valid only if it is in writing (whether or not this Agreement expressly provides for it to be in writing), delivered personally or by email, commercial courier, or certified, first-class, postage prepaid, United States mail (whether or not a return receipt is received by the sender), and addressed to the appropriate party at its email address or street address that is listed below or that is designated by the party after the date of this Agreement by notice to all the other parties to this Agreement that is validly given in accordance with the provisions of this Section:

(a) **If to Local Church:**

[*Name of Local Church]
[*Local Church Street Address]
{*City}, State [*Zip Code]
Email: [*Email Address]

Attention: [*Name and Title of Local Church Representative]

(b) If to PNWACUMC:

Brant Henshaw, Agent of Process
Pacific Northwest Annual Conference of the United Methodist Church
816 S. 216th Street, #2
Des Moines, WA 98198
bhenshaw@pnwumc.org

A validly given notice, consent, approval, or indemnification claim under this Agreement will be effective and “received” for purposes of this Agreement on the earlier of (i) the day of its actual receipt, if delivered in person or by commercial courier, (ii) the day after its transmission, if it is delivered by email and a copy is also delivered by certified, first-class, postage-prepaid, United States mail, or (iii) the fifth day after it is postmarked by the United States Postal Service, if it is delivered by certified, first class, postage prepaid, United States mail. Each party promptly shall notify the other parties of any change in its email address or mailing address for notices.

15. Non-Severability. The parties to this Agreement intend for each provision of this Agreement to be construed and interpreted whenever possible as valid and enforceable under applicable law. Each of the terms of this Agreement is a material and integral part of it. If any provision of this Agreement is finally determined by a court to be unenforceable or contrary to law, the entire Agreement shall be deemed null and void as of its date of execution.

16. Survival. The provisions of Sections 4(c), 4(d), 4(e), 4(f), 4(g), 5-8, 10-18 will remain in full force and effect and survive the consummation of the transactions contemplated under this Agreement and the disaffiliation of Local Church.

17. Assignment and Successors. This Agreement is binding on, and inures to the benefit of, every assignee, successor in interest, and legal representative of a party to this Agreement, including without limitation any church or entity to which Local Church transfers any of its real property after the Disaffiliation Date. However, Local Church shall not assign any of its rights, or delegate any of its obligations, under this Agreement, whether by operation of law or otherwise, to anyone without the advance written consent of PNWACUMC, which it may refuse or withhold in its sole discretion. Any attempted assignment or delegation by Local Church without the advance written consent of PNWACUMC will be invalid and ineffective against PNWACUMC and will not relieve Local Church of any of its obligations to PNWACUMC under this Agreement.

18. Entire Agreement; Amendment; Third Party Rights. This Agreement records the entire understanding between Local Church and PNWACUMC 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 PNWACUMC. A waiver, amendment, or modification of this Disaffiliation Agreement or any provision of it will be valid and effective only if it is signed on behalf of Local Church and PNWACUMC. Nothing in this Disaffiliation

Agreement, whether express or implied, is intended or should be construed to confer or grant to any person, other than Local Church and PNWACUMC and their respective permitted assignees and successors in interest, any claim, right, remedy, or privilege pursuant to this Agreement or any provision of it. The members of the PNWACUMC are third-party beneficiaries of the provisions of **Section 6** and **Section 8** of this Disaffiliation Agreement. The Faith Foundation Northwest is a third-party beneficiary of the provisions of **Section 6** and **Section 8** of this Disaffiliation Agreement. PNWACUMC may waive any condition precedent set forth in **Section 1(c)** or **Section 1(d)** of this Disaffiliation Agreement or amend this Disaffiliation Agreement to (a) extend the Disaffiliation Date specified in **Section 3** of this Agreement, (b) extend the date for the satisfaction of the conditions precedent set forth in **Section 1** of this Agreement, or (c) modify any other provision of this Agreement, except for **Section 1(a)**, **Section 1(b)**, **Section 2**, **Section 4**, and **Section 8** of this Disaffiliation Agreement, provided, however, that PNWACUMC may amend this Disaffiliation Agreement to modify any of the amounts payable under **Section 4** of this Agreement in connection with an extension of the Disaffiliation Date.

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

[Signatures on next page]

SIGNATURE PAGE FOR DISAFFILIATION AGREEMENT

IN WITNESS THEREOF, the parties have executed this Agreement as of the date first written above.

[*LOCAL CHURCH]

By: _____
Name: _____
President, Board of Trustees
[*Local Church]

By: _____
Name: _____
Vice President, Board of Trustees
[*Local Church]

PACIFIC NORTHWEST ANNUAL CONFERENCE OF THE UNITED METHODIST CHURCH

By: _____
Name: _____
District Superintendent
[name of district] District of The Pacific Northwest
Annual Conference of The United Methodist Church

THE BOARD OF TRUSTEES OF THE PACIFIC NORTHWEST ANNUAL CONFERENCE OF THE UNITED METHODIST CHURCH

By: _____
President

Exhibit A

Church Vote to Disaffiliate

Certification

The _____ (“Local Church”) certifies that at least two-thirds (2/3) of its professing members present at a church conference of the membership on _____ have 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.

Attestation

The undersigned hereby certifies that they were present for and witnessed the voting process set out above, that this certification is true and correct on behalf of the professing members who were present for the church conference where votes were taken regarding disaffiliation from the United Methodist Church.

Attested by: _____

Printed Name: _____

Title (of authorized officer of Local Church): _____

Exhibit B

Disclosure of Real Property and Other Assets to be Transferred to Local Church

Real Estate

Church Building Address and Legal Description:

Church Parsonage Address and Legal Description:

Cemetery and Columbaria Address and Legal:

Other Real Estate Property with Addresses and Legal Descriptions:

Personal Property (valued over \$5,000)

Furniture Type Number/Amount

Office Equipment Type Number/Amount

Accounts Acct. No. Institution Balance Authorized Signers Restrictions

Vehicles Year Make and Model

Other Type Number / Description