

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

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

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

The United Methodist Church to be “memorialized in a binding Disaffiliation Agreement.”

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

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

1. Conditions Precedent. Local Church and Annual Conference acknowledge and agree:
  - a. *Church Conference Vote*. At least two-thirds (2/3) of the professing members present at a church conference of Local Church must vote to disaffiliate from The United Methodist Church “for reasons of conscience regarding a change in the requirements and provisions of the *Book of Discipline* related to the practice of homosexuality or the ordination or marriage of self-avowed practicing homosexuals as resolved and adopted by the 2019 General Conference, or the actions or inactions of its annual conference related to these issues which follow.” Local Church must provide documentation, to the satisfaction of Annual Conference, which evidences the result of the disaffiliation vote taken at the church conference 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 ¶ 2529.1b(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, 20\_\_ (“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.

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 \$29,968 (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 \$29,968 (See Exhibit B for correlation/equivalence between "apportionment" and "tithe" 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 \$185,932;

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 \$27,340;

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 the 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.

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 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 and shall return the same to the Annual Conference promptly if requested by the Annual Conference.

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.

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.

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.

5. Organizational Transition. Local Church shall 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. 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 this 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.

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 or other transactions shall be borne by Local Church. Annual Conference shall fully cooperate with Local Church, as needed and applicable, to ensure that such transfers and other transactions convey all of Annual Conference’s interest – both for itself and on behalf of The United Methodist Church – in the real and personal, tangible and intangible property of Local Church 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. Upon the completion of all of their respective obligations herein, Annual Conference and Local Church, for themselves and their agents, representatives, members, trustees, employees, successors, attorneys, and assigns, hereby fully and forever covenant not to sue each other, and release and discharge each other, and their current and former trustees, officers, representatives, employees, and assigns, in both their official and individual capacities, from any liability for any and all causes of action and claims, including any statutory or common law cause of action, tort or contractual claims, any claims for attorneys’ fees, expenses and all

other damages, whether known or unknown, foreseen or unforeseen, which Annual Conference or Local Church ever had, now has, hereafter may have or claim to have against any of the above-named entities or persons in any way arising out of their relationship with each other. The parties further represent they have no pending lawsuit, charge, complaint, or other action against each other. Notwithstanding the foregoing releases and covenants not to sue, the parties may take action to enforce this Disaffiliation Agreement in any court where jurisdiction and venue are proper.

8. Time Limit. Should the Local Church fail to satisfy all of its obligations set forth herein by December 31, 2023, this Disaffiliation Agreement shall be null and void.

9. Continuing as Plan Sponsor. Nothing in this Disaffiliation Agreement shall prevent Local Church, after the Disaffiliation Date, from continuing to sponsor benefit plans from the General Board of Pension and Health Benefits, 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. 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.

11. 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.



**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

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## **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.)

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

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

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**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 [NAME] United Methodist Church, formerly known as as the Trustees of the Methodist Church of [NAME] (“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.