

Name of Parish: St. Peter's Parish (the "Parish")¹

Effective Date of Agreement: _____ (the "Effective Date")

CATHOLIC COMMUNITY FOUNDATION

PARISH FUND ESTABLISHMENT DOCUMENT

This Parish Fund Establishment Document (the "Agreement") is made as of the Effective Date by Catholic Community Foundation, a Missouri nonprofit corporation ("Catholic Foundation"); Parish; and, in support of Parish, the individuals who from time to time comprise the Parish Fund Advisory Board (as defined herein). The parties acknowledge and agree as follows.

Recitals

Catholic Foundation is (and it is recognized by the Internal Revenue Service as being) tax-exempt under section 501(a) of the Internal Revenue Code of 1986 (the "Code") because it is an organization described in section 501(c)(3) of the Code. Catholic Foundation is willing to establish and operate a fund for the benefit of the Parish (the "Parish Fund"), subject to the terms of this Agreement.

The Parish is a parish within the Diocese of Kansas City-St. Joseph of the Roman Catholic Church. The Parish desires to establish a fund within the Catholic Foundation for the benefit of the Parish, and in particular to provide for the financial needs of the Parish that may arise from time to time in the future.

Certain individuals appointed in accordance with the provisions of this Agreement to be the members of a Parish Fund Board of Advisors (the "Parish Fund Advisory Board") will within the Parish promote interest in and contributions to the Parish Fund and will provide advice to Catholic Foundation regarding the investment and utilization of the money and other property in the Parish Fund, all in accordance with the provisions of this Agreement.

Agreement Terms and Conditions

1. Establishment of the Parish Fund. Catholic Foundation, the Parish, and the initial members of the Parish Fund Advisory Board hereby declare the Parish Fund to be established.

2. Contributions to the Parish Fund. (a) Contributions of money may be made to Catholic Foundation to be held in the Parish Fund at any reasonable time and from time to time by the Parish, members of the Parish Fund Advisory Board, other members of the Parish, and others. Notwithstanding the preceding sentence, the minimum amount of any monetary contribution made to Catholic Foundation to be held in the Parish Fund must be

\$10,000 as an initial contribution and \$100 as additional contributions; provided, this minimum amount may be waived by Catholic Foundation, in its discretion, in the case of contributions made by children or in other special circumstances.

(b) Contributions of property may be made to Catholic Foundation to be held in the Parish Fund in accordance with Catholic Foundation's gift acceptance policies and procedures as in effect from time to time. No contribution of property shall be deemed to have been made until such contribution is expressly accepted by Catholic Foundation in writing.

3. Endowment Nature of Parish Fund. (a) It is intended for the Parish Fund to be an endowment fund. Subject to the other provisions of this Agreement (including in particular sections 4(b) and 9(d)): one, only the net income of the Parish Fund may be expended; and, two, the principal of the Parish Fund will be invested.

(b) For purposes of this Agreement, the net income of the Parish Fund for any calendar year will be an amount determined in accordance with the spending policy of the Catholic Foundation in effect for that year. At the Effective Date of this Agreement the spending policy of the Catholic Foundation is that the net income of a fund for any calendar year is an amount equal to five percent of the average balance of the fund at the end of each of the prior three calendar years (with appropriate adjustments for newly-established funds, partial years, and other similar factors).

(c) The amount of the Parish Fund that may be expended with respect to any calendar year will be the sum of: one, the net income of the Parish Fund for that year; plus, two, the unexpended net income of the Parish Fund, if any, for prior calendar years (not including any income earned upon the investment of such unexpended net income).

4. Purpose of Parish Fund. (a) The purpose of the Parish Fund is to benefit the Parish and in particular to provide for the financial needs of the Parish. The purpose of the Parish Fund may be attained either by the making of distribution grants from the Parish Fund directly to the Parish or by the making of distribution grants or other payments to others for the benefit of the Parish, in either case to meet the Parish's operational, maintenance, capital, continued existence, or other needs.

(b) If any donor has contributed money or other property to the Catholic Foundation under a condition that the contribution is to be used for a specific purpose that is consistent with the general purpose set forth in the preceding paragraph, and if the Catholic Foundation has expressly accepted such contribution subject to such condition in writing, then the contributed money or other property and any income generated from the investment of such money or other property will be used as so agreed. In such cases there will be a separate accounting for the contributions and the income generated therefrom.

5. Role of Parish Fund Advisory Board in Making Grant Distributions. (a) The Parish Fund Advisory Board will make recommendations to Catholic Foundation regarding the making of grant distributions or other payments from the Parish Fund, monitor the uses made of grant distributions or other payments by the recipients thereof, and

make other recommendations to Catholic Foundation (including recommendations regarding the investment of the principal of the Parish Fund) as the Parish Fund Advisory Board deems appropriate.

(b) Any recommendation made by the Parish Fund Advisory Board to Catholic Foundation will be made (and may only be made) by means of a written instrument that is signed by the duly appointed Pastor of the Parish in office at the time the recommendation is made or, if at that time there is no Pastor, by the person who is then responsible for the administration of the Parish (in either case, the “Pastor”).

6. Making of Grant Distributions From the Parish Fund. (a) Subject to the limitations on the amounts that may be expended from the Parish Fund from time to time set forth in section 3(c), Catholic Foundation will make grant distributions and other payments from the Parish Fund. In making such grant distributions Catholic Foundation will take into account the purpose of the Parish Fund as set forth above in this Agreement and any recommendations made to Catholic Foundation by the Parish Fund Advisory Board as contemplated above in this Agreement. However, Catholic Foundation is the absolute owner of the Parish Fund and will have the ultimate power and authority regarding the making of grant distributions and other payments from the Parish Fund.

(b) Grant distributions and other payments made from the Parish Fund will be made in accordance with the Catholic Foundation’s grant distribution policies and procedures as in effect from time to time.

7. Fees. Catholic Foundation will charge a fee for administering the Parish Fund. The amount of this administrative fee for any calendar year will be an amount determined in accordance with the fee schedule of the Catholic Foundation in effect for that year. Catholic Foundation’s fee schedules may be changed at any time and from time to time by Catholic Foundation in its sole discretion. The fee schedule in effect at the Effective Date of this Agreement is attached to this Agreement. Catholic Foundation will withdraw money from the Parish Fund and deposit such money in the Catholic Foundation’s general accounts from time to time in payment of the fees that are charged to the Parish Fund.

8. Provisions Regarding Parish Fund Advisory Board. (a) At any time the Parish Fund Advisory Board will consist of between three and eight members, one of whom will be the individual who is then the Pastor. The remaining members, other than the Pastor, will be designated by the Pastor. There will not be restrictions as to sex, age, or race for membership on the Parish Fund Advisory Board. Members of the Parish Fund Advisory Board will, however, be practicing Catholics and parishioners of the Parish or non-Catholic parishioners of the Parish who in each case are believed by the Pastor to be of good character and reputation and to have a practical knowledge of the temporal needs of the Parish. Members of the Parish Fund Advisory Board will serve on such board at the pleasure of the Pastor.

(b) Principal goals of the Parish Fund Advisory Board are to promote awareness and appreciation of the Parish Fund within the Parish and to encourage the

making of contributions of money or other property to the Parish Fund. Each member of the Parish Fund Advisory Board will, individually and collectively with the other members, become and remain informed about the financial needs of the Parish, participate actively in the meetings and other activities of the Parish Fund Advisory Board, and otherwise seek to help the Parish Fund Advisory Board attain its goals.

(c) Members of the Parish Fund Advisory Board will serve without compensation. The Parish Fund Advisory Board will endeavor to assure that no benefit, other than intangible religious benefit, inures to any of the members of the Parish Fund Advisory Board, directly or indirectly, as a result of being the members of such board.

(d) The Parish Fund Advisory Board may from time to time adopt bylaws or other rules and policies to govern its operations. Pending the adoption of such bylaws or other rules: one, the Pastor will call and preside over all meetings of the Parish Fund Advisory Board and will prescribe the procedural rules to be followed at such meetings or that otherwise relate to such meetings (including, for example, rules regarding the giving of notice of meetings, rules regarding the existence of a quorum for the transaction of business at meetings, and rules regarding the percentage vote that is required in order for the Parish Fund Advisory Board to take action); and, two, the Pastor or his designee will maintain the books and records needed in order for the Parish Fund Advisory Board to perform under this Agreement, which may include from time to time minutes of the proceedings of the Parish Fund Advisory Board and financial statements and other financial records prepared by Catholic Foundation reflecting the contributions made to, the distribution grants and other payments made from, and the fund balances of the Parish Fund.

9. Additional Miscellaneous Provisions. (a) The Parish and the initial members of the Parish Fund Advisory Board are familiar with, and on their own behalf and on behalf of their successors they accept, the policies and procedures of Catholic Foundation that relate to the establishment and operation of funds within Catholic Foundation and any provisions of the Bylaws of Catholic Foundation that relate to such establishment and operation.

(b) It is intended that the property in the Parish Fund will not be subject in any manner to anticipation, alienation, or charge. Any attempt to so anticipate, alienate, or charge the same will be void.

(c) If the Catholic Foundation should determine in its sole discretion that for any reason it has become impractical or impossible to comply with any restrictions imposed by a donor or donors on property held in the Parish Fund, then the Catholic Foundation may, by notice given to the donor or donors, release such property from such restrictions.

(d) In the event of dissolution of the Parish, the Catholic Foundation will use the property (both principal and income) in the Parish Fund for the charitable purposes of the Catholic Foundation as set forth in its Articles of Incorporation and Bylaws. The Parish will not be deemed to be dissolved if it is merged into or with another parish of

the Roman Catholic Church or otherwise reorganized, but rather the survivor or successor parish will be the "Parish" for purposes of this Agreement.

Catholic Foundation and the Parish sign this Agreement below to evidence their intent that it be a binding contract. Each individual who from time to time is to become a member of the Parish Fund Advisory Board will, as a prerequisite to such membership, sign and deliver to both Catholic Foundation and the Parish a Parish Fund Advisory Board Membership Agreement in the form attached hereto to evidence his or her agreement to serve as a member of the Parish Fund Advisory Board and his or her approval of this Agreement and acceptance of all of the provisions hereof.

CATHOLIC COMMUNITY FOUNDATION

BY: _____
President

ST. PETER'S PARISH¹

BY: _____
Pastor
