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FLORIDA DEPARTMENT OF STATE
Division of Corporations

August 3, 2023

NASON, YEAGER, GERSON, HARRIS & FUMERO, P.A.
3001 PGA BLVD STE 305
PALM BEACH GARDENS, FL 33410 US

SUBJECT: RECOVERY CHURCH MOVEMENT TRUST
Ref. Number: W23000105903

RECEIVED
DIVISION OF CORPORATIONS
2023 JUL 28 PM 10:28

We have received your document for RECOVERY CHURCH MOVEMENT TRUST and check(s) totaling \$350.00. However, the enclosed document has not been filed and is being returned to you for the following reason(s):

MISSING THE TRUST AS WELL FLORIDA TRUST MUST INCLUDE 2 TRUSTEE

Please return your document, along with a copy of this letter, within 60 days or your filing will be considered abandoned.

If you have any questions concerning the filing of your document, please call (850) 245-6052.

Carlos E Rico
Supervisor

Letter Number: 623A00017525

RECEIVED
DIVISION OF CORPORATIONS
2023 JUL 28 PM 6:36

**AFFIDAVIT TO THE FLORIDA SECRETARY OF STATE
TO FILE OR QUALIFY**

RECOVERY CHURCH MOVEMENT TRUST

A FLORIDA TRUST

In accordance with Section 609.02 of the Florida Statutes, pertaining to
Common Law Declarations of Trust, the undersigned, the Chairman of the
Board of Trustees of RECOVERY CHURCH MOVEMENT TRUST, a

FLORIDA (Name of Trust)

Trust hereby affirms in order to file or qualify

(State)
RECOVERY CHURCH MOVEMENT TRUST, in the State of Florida.

(Name of Trust)

1. Two or more persons are named in the Trust.

2. The principal address is 10152 Indian town Rd., #193
Jupiter, FL 33478

3. The registered agent and street address in the State of Florida is:
TERRENCE N. FREEMAN II

3001 PGA Blvd, Ste 305, Palm Beach Gardens, FL 33410, USA

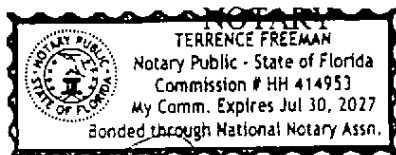
4. Acceptance by the registered agent: Having been named as registered
agent to accept service of process for the above named Declaration of Trust
at the place designated in this affidavit, I hereby accept the appointment as
registered agent and agree to act in this capacity.

(Signature of Registered Agent)

5. I certify that the attached is a true and correct copy of the Declaration of
Trust under which the association proposes to conduct its business in
Florida.

Name: _____

Chairman of the Board of Trustees



CR2E063(3/00)

Filing Fee: \$350.00
Certified Copy: \$ 8.75 (optional)

Sworn before me by physical presence

FIRST RESTATED
RECOVERY CHURCH MOVEMENT TRUST

2011 APR 11 PM 6:36
COMMUNICATIONS
SECTION

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FIRST RESTATEMENT
of the
RECOVERY CHURCH MOVEMENT TRUST

TRUST SERVICE BOARD MEMBERS: Philip Dvorak, Michael Eleveld, Jennifer Reelitz, Mitchell Thompson, Matthew Hirsch

TRUSTEES: Philip Dvorak, Mitchell Thompson

The RECOVERY CHURCH MOVEMENT TRUST (the "Trust") was created by Terrence N. Freeman II and Phil Dvorak by an instrument dated September 16, 2019, (referred to, including duly adopted amendments, as the "Trust Agreement"). Article 2 of the Trust Agreement provided that the Trust Agreement "may be amended from time to time upon the approval of 2/3 of the Trust Leadership Team then serving." The members of the Trust Leadership Team, whose name is changed in this instrument to the Trust Service Board, currently consists of the persons named above.

The Trust Service Board now desires to make several changes to the Trust Agreement, and integrate those changes in a single, cohesive instrument rather than one or more initial instruments with multiple amendments. References to the "Trustee" or the "Trustees" are used to apply to the person or persons who are duly appointed and then serving as trustee hereunder. The current Trustees are named above.

THEREFORE, pursuant to the power to amend the Trust Agreement granted to the Trust Service Board (f.k.a., the Trust Leadership Team), the Trust Agreement is hereby deleted in its entirety and replaced with this restatement of the Trust Agreement, as the operative terms of the Trust, and the Trustee agrees to administer the Trust under the terms of this restated Trust Agreement.

ARTICLE 1
TRANSFERS TO TRUST

Assets currently owned by the Trust, together with any assets later added to this Trust are referred to as the "Trust Estate." Any person may transfer assets to the Trust Estate, if the Trustee agrees to accept them, but no gift, bequest or devise of any such property shall be received and accepted if it is conditioned or limited in such manner as to require the disposition of the income or its principal to any person or organization other than a "charitable organization" or for other than "charitable purposes" within the meaning of such terms as defined in Article 3 of this Trust, or as shall in the opinion of the Trustee, jeopardize the federal income tax exemption of this Trust pursuant to section 501(c)(3) of the Internal Revenue Code, or the corresponding section of any future federal tax code. Unless otherwise specified in writing at the time of the transfer, those assets will be held as provided in this Trust. The Trustee accepts the responsibility of the Trustee, acknowledges receipt of the current Trust assets, and agrees to hold and administer the Trust Estate as set forth in this instrument.

ARTICLE 2 AMENDMENTS TO TRUST

The terms of this instrument may be amended as provided below:

2.1 Irrevocable Transfers. No person may revoke a gift to this Trust, in whole or in part, after such gift is completed.

2.2 Amendments. This instrument may be amended from time to time upon the approval of 2/3 of the Trust Service Board then serving (as defined herein). Notwithstanding the foregoing, no amendment shall authorize the Trustee to conduct the affairs of this Trust in any manner or for any purpose contrary to the provisions of section 501(c)(3) of the Internal Revenue Code, or the corresponding section of any future federal tax code. An amendment of the provisions of this Article (or any amendment to it) shall be valid only if and to the extent that such amendment further restricts the power to amend the Trust. True and correct copies of all instruments amending this instrument shall held by the Trustee.

ARTICLE 3 PURPOSES OF TRUST

3.1 Specific Purposes. This Trust is formed to further the purposes provided in this Article. Specifically, this Trust is formed to assist and advise individuals and organizations (both within and beyond the association of churches this Trust will facilitate), including churches, recovery groups and others, to establish churches, programs, practices and cultures which help participants make progress in their Christian faith and in their recovery from addictions, through an integration of the 12-step principles with the Christian faith. This Trust will help facilitate, organize and maintain an association of churches who will help its members and others make progress in their Christian faith and in their recovery from addictions through an integration of the 12-step principles with the Christian faith.

3.2 Secondary Purposes. In addition, and related to its specific purposes stated above, the Trust may also further such other related Charitable Purposes as may be appropriate from time to time. For purposes of this instrument, "Charitable Purposes" will mean such charitable, religious, educational and/or scientific purposes as will qualify it as an exempt organization under Section 501(c)(3) of the Internal Revenue Code of 1986, as amended, or under any corresponding provisions of any subsequent federal tax laws, covering, the distributions to organizations qualified as tax exempt organizations under the Internal Revenue Code, as amended. Notwithstanding any other provision of this instrument, this Trust shall not, except to an insubstantial degree, engage in any activities or exercise any powers that are not in furtherance of the purposes of this Trust.

ARTICLE 4 DEDICATION OF ASSETS

The Trustee shall hold, administer and distribute the Trust Estate as follows:

4.1 Assets for Charitable Purposes. The Trust Estate is irrevocably dedicated to the purposes set forth in Article 3, and no part of the net income or assets of the Trust shall ever inure to the benefit of any Trustee, or to the benefit of any private individual except as provided in Article 5.

4.2 Distribution upon Termination of Trust. Upon termination of the Trust pursuant to approval of two thirds (2/3) of the Trust Service Board defined herein, the Trustee shall, after paying or making provision for the payment of all the liabilities of the Trust, if any, dispose of all of the assets of the Trust exclusively for the purposes of the Trust in such manner, or to such organization or organizations organized and operated exclusively for charitable, religious, educational, or scientific purposes as shall at the time qualify as an exempt organization or organizations under Section 501(c)(3) of the Internal Revenue Code of 1986 (or the corresponding provision of any future United States Internal Revenue Law), as the Trustee, after receiving written instructions from the Trust Service Board, shall determine. Any such assets not so disposed of shall be disposed of by a court of competent jurisdiction in the county in which the situs of the Trust is then located (Palm Beach County if not otherwise specified), to an exempt organization described in this paragraph.

ARTICLE 5 RESTRICTIONS ON EARNINGS AND ACTIVITIES OF THE TRUST

5.1 Trust Earnings. No part of the net earnings of the Trust shall inure to the benefit of, or be distributable to its Trustee or other private persons, except that the Trustee shall be authorized and empowered to pay reasonable compensation for services rendered and to make payments and distributions in furtherance of the purposes of the Trust.

5.2 Political Limitations. No substantial part of the activities of the Trust shall be the carrying on of propaganda, or otherwise attempting to influence legislation, and the Trust shall not participate in, or intervene in (including the publishing or distribution of statements) any political campaign on behalf of any candidate for public office.

5.3 General Restriction of Activities. Notwithstanding any other provision of this instrument, this Trust shall not carry on any activities not permitted to be carried on (a) by a corporation exempt from federal income tax under Section 501(c)(3) of the Internal Revenue Code of 1986 (or the corresponding provision of any future United States Internal Revenue Law) or (b) by a corporation, contributions to which are deductible under Section 170(c)(2) of the Internal Revenue Code of 1986 (or the corresponding provision of any future United States Internal Revenue Law).

ARTICLE 6 TRUST SERVICE BOARD

6.1 Trust Service Board and Successors. The Trust Service Board (f.k.a., Trust Leadership Team) consists of the following persons, as of the date of this instrument: Philip Dvorak, Michael Eleveld, Jennifer Reelitz, Mitchell Thompson, Matthew Hirsch. Additional persons may be appointed to serve on the Trust Service Board upon approval by the Trust Service Board. In no event shall the Trust Leadership Team consist of fewer than three members

who are not Related Persons to one another. The Trust Service Board may remove any of its members, without cause, upon unanimous vote of the Trust Service Board. The Trust Service Board may remove any of its members for cause by majority action. Cause for removal includes but is not limited to relapse of any addiction, or the demonstration of character which would disqualify a person, in the Trust Service Board's discretion, from serving as an elder or deacon according to the New Testament.

6.2 Powers and Duties of Trust Service Board. The Trust Service Board will oversee the Trustee, the Trust, and the overall health and direction of the Trust's activities and expenditures, in accordance with the Trust's specific purposes, defined herein. If any member of the Trust Service Board becomes disabled (as defined in this Trust Agreement), he or she will immediately cease to act as a member of the Trust Service Board.

(a) Power to Direct the Exercise of Any Fiduciary Powers. The Trust Service Board may, but need not, direct the Trustee to exercise any of the discretionary powers granted to the Trustee in this instrument, including termination of the Trust. The Trustee will have full and complete acquittance for all actions taken in accordance with the directions of the Trust Service Board and will not be liable for loss resulting from any such action, except his or her own negligence.

(b) Removal and Appointment of Trustees. The Trust Service Board shall have the power to name one or more persons as Trustee or Co-Trustees. The Trust Service Board may remove any Trustee, with or without cause, though the Trust Service Board shall produce a written statement of its reasoning for any removal, kept with the Trust's records, available to the removed Trustee and any current or subsequent Trustee upon written request.

(c) Fiduciary Duties and Compensation. The Trust Service Board shall act in a fiduciary capacity and in conformity with the purposes of this Trust. The members of the Trust Service Board shall be responsible to be informed of the operations of the Trust, at least annually, and shall be entitled to receive and rely upon regular accountings and other facts provided by the Trustee and other appropriate parties. No Trust Service Board member will be liable in any way for depreciation in value of or loss to any trust held under this instrument unless resulting from action taken or not taken by that member that was clearly in bad faith. No Trust Service Board member will be liable in any way for acts taken by the Trustee or any other agent of the Trust unless such person was selected or empowered by the Trust Service Board with gross negligence or bad faith. No member of the Trust Service Board is entitled to receive compensation solely for serving on the Trust Service Board, however, each member may receive reasonable compensation for other services and shall be entitled to be reimbursed for expenses incurred on behalf of the Trust or the Trust Service Board.

(d) Level of Agreement Required. For any decision before the Trust Service Board, the team is urged to seek consensus before taking action. Slow action or no action may often be preferred to action without consensus. However, as a concession to our limited abilities, any direction or approval of the Trust Service Board required or allowed in this instrument may be given by a majority vote of the members of the Trust Service Board (unless unanimity or another standard is specifically required under this instrument) at a meeting or by an appropriate

written instrument delivered to the Trustee and signed by the required number of members without a meeting. The person calling a meeting shall give notice of the meeting to all members of the Trust Service Board and to the Trustee if his or her presence is desired, which includes a brief description of the matter(s) to be decided. Such notice shall be given at least 7 days prior to the meeting. Notice owed to a particular member of the Trust Service Board may be waived by that member at the meeting. In lieu of a meeting, the Trust Service Board may take action by written consent of Two-Thirds (2/3) of the Trust Service Board without a meeting, so long as the person initiating the proposed action states in writing that notice of the proposal has been sent to the entire Trust Service Board. Despite the foregoing, no person proposed to be removed as Trustee (or from the Trust Service Board) may participate in the vote exercising the removal power. Any such person will not be counted in determining the required votes for removal.

(e) **Contact Information.** It is the duty of each member of the Trust Service Board to provide the other members of the Trust Service Board and the Trustee with accurate contact information for him or her, including e-mail and mobile phone or other similar electronic means of communication. Notice shall be deemed given if sent according to the most recent contact information provided by the person to whom notice is sent. Neither the Trustee nor any member of the Trust Service Board will be held liable for sending notice according to the most recent information provided or used by the person entitled to notice under this instrument.

(e) **Conflict of Interest Policy.** The Trust Service Board shall maintain a conflict of interest policy for the Trust Service Board, the Trustee, and anyone with trustee-delegated powers. The initial conflict of interest policy is attached as Exhibit "A."

(f) **Employees.** The Trust Service Board may approve agents and employees to serve the Trust in such capacities on such conditions and terms as it may approve from time to time, subject to the terms of this instrument. The Trust Service Board may delegate some or all of these powers to hire, fire and oversee employees to the Trustee.

ARTICLE 7 PROVISIONS GOVERNING TRUSTEE

The following provisions apply to all Trustees appointed under this Trust:

7.1 Trustee Required. There must be at least one Trustee at all times, who may or may not be a member of the Trust Service Board.

7.2 Investments. The Trustee will not be required to obtain the approval of the Trust Service Board as to the specific selection of securities or the sale or purchase of investments, but shall consult the Trust Service Board with respect to its general investment policy. The Trust Service Board may, by written notice to the Trustee, prohibit or require any specific sale or purchase by the Trustee. The Trustee will have full and complete acquittance for all actions taken in accordance with the directions of the Trust Service Board and will not be liable for loss resulting from any such action, except his or her own negligence. No party dealing with the Trustee need ascertain whether or not the direction or approval of the Trust Service Board has been obtained and the Trustee may be dealt with as having full and complete independent power and authority.

26,000.00

7.3 Transactions Requiring Trust Service Board Approval. Notwithstanding any other provision of this instrument, the Trustee must have the written approval of the Trust Service Board for any transaction with a value greater than the lesser of (i) one-half of the liquid assets of the Trust, or (ii) the maximum ceiling for discretionary purchases set by the Trust Service Board from time to time. The current maximum ceiling, which may be changed by the approval of the Trust Service Board, is ~~\$5,000.00~~. The approval by the Trust Service Board of a written budget will be considered sufficient approval, for purposes of this Section, for the transactions which are entered into by the Trustee in furtherance of such approved budget, absent negligence or bad faith. The Trustee will have full and complete acquittance for all actions taken in accordance with the directions of the Trust Service Board and will not be liable for loss resulting from any such action, except for his or her own negligence or bad faith.

7.4 Conflict of Interest Policy. Notwithstanding any other provision of this instrument, the Trustee shall exercise all powers given herein only in compliance with the Conflict of Interest Policy which is then in force as established by the Trust Service Board. The initial conflict of interest policy is attached as Exhibit "A."

7.5 Incapacity of Trustee. If any Trustee becomes disabled (as defined in this Trust), he or she will immediately cease to act as Trustee. For purposes of this Section 7.5, if a Trustee fails to sign a release of relevant medical information necessary to determine his or her capacity, that Trustee will be suspended 30 days after the request for such a release is delivered to him or her by the named successor Trustee, or if none, by the persons then entitled to appoint a successor Trustee. If a Trustee who ceases to serve because of a disability, or who is suspended as provided above, thereafter recovers from that disability or consents to the release of relevant medical information, he or she may elect to become a Trustee again by giving written notice to the then serving Trustee, and the last Trustee who undertook to serve will then cease to be a Trustee until another successor Trustee is required.

7.6 Resignation. Any Trustee may resign by giving 30 days' written notice to the persons having power to appoint successor Trustee.

7.7 Power to Name Other Trustees. Whenever a successor Trustee is required, the Trust Service Board shall appoint one or more successor Trustee (any of whom may be one of the persons making the appointment), and may appoint at any time one or more Co-Trustee to serve with a Trustee. The appointment will be by a written document (including a testamentary instrument) delivered to the appointed Trustee and to the Trust Service Board.

7.8 Removal of Trustee. The Trust Service Board may remove any Trustee for any reason by giving 30 days' written notice to that Trustee. A removal notice must name one or more successor Trustees, and a qualified successor Trustee must accept appointment within the period of the removal notice.

7.9 Powers of Successor Trustee. Successor Trustees will have all powers granted to the original Trustee. Unless a Co-Trustee continues to serve, a Trustee ceasing to serve for any reason has the duties and powers necessary to protect the Trust Estate until it is delivered to a successor Trustee.

7.10 Tax Returns and Accountings. Unless waived, accountings must be given to the Trust Service Board at least annually. It is anticipated that the total revenues of the Trust (though not necessarily the identity of donors and their specific gifts) and a detailed statement of expenditures, as well as detailed balance sheets, will be made available to the Trust Service Board and the general public on a regular basis, no less often than annually. The Trustee shall cause all appropriate tax and/or information returns or similar filings to be filed with the Internal Revenue Service as well as any other federal or state agency as may be required by law from time to time.

7.11 Acts by Other Fiduciaries. The Trustee shall take reasonable steps to compel a former Trustee or other person to deliver trust property to the Trustee, but otherwise the Trustee is not required to question any acts or failures to act of the fiduciary of any other trust or entity, and will not be liable for any prior fiduciary's acts or failures to act. The Trustee can require a party who requests an examination of another fiduciary's actions or omissions to advance all costs and fees incurred in the examination, and if the party does not, the Trustee may elect not to proceed.

7.12 Compensation. Each Trustee is entitled to be paid reasonable compensation for services rendered in the administration of the Trust.

7.13 Indemnity. Any Trustee who ceases to serve for any reason will be entitled to receive (and the continuing Trustee shall make suitable arrangements to provide) reasonable indemnification and security to protect and hold that Trustee harmless from any damage or liability of any nature that may be imposed upon such person because of his or her actions or omissions while serving as Trustee. This protection, however, does not extend to a Trustee's grossly negligent actions or omissions that clearly and demonstrably result in damage or liability. A prior Trustee may enforce these provisions against the current Trustee or against any assets held in the Trust. This indemnification right will extend to the estate, personal representatives, legal successors, and assigns of a Trustee.

7.14 Multiple Trustees. If there are two or more Trustees serving at any time, the following will apply:

(a) **Authority.** If only two Trustees are serving, any power or discretion of the Trustee may be exercised only by their joint agreement, absent a delegation described below. If more than two Trustees are serving, and unless unanimous agreement is specifically required by the terms of this Trust, any power or discretion of the Trustee may be exercised only by a majority. Despite the foregoing, if a Co-Trustee is unavailable to perform duties because of absence, illness, disqualification under other law, or other temporary incapacity, and prompt action is necessary to achieve the purposes of the Trust or to avoid injury to the Trust property, the remaining Co-Trustee if only one, or a majority of the remaining Co-Trustees if more than one, may act for the Trust.

(b) **Delegation.** The Trustees may delegate to any one or more of themselves (or a third party, for a limited time or purpose) the authority to act on behalf of all the Trustees and to exercise any power held by the Trustees.

(c) **Dissents.** A dissenting Trustee who did not consent to the delegation of authority and who has not joined in the exercise of a power or discretion cannot be held liable for the consequences of the exercise. A dissenting Trustee who joins only at the direction of the majority will not be liable for the consequences of the exercise if the dissent is expressed in writing delivered to any of the other Trustees before the exercise of that power or discretion.

ARTICLE 8 FIDUCIARY POWERS

The Trustee has full power to deal freely with any property in the Trust but only in a manner that is consistent with the purposes and restrictions provided in this instrument. The Trustee may exercise these powers independently and without the approval of any court. No person dealing with the Trustee need inquire into the propriety of any of their actions or into the application of any funds or assets. The Trustee however, shall exercise all powers in a fiduciary capacity in good faith, as a prudent person would using reasonable care, skill, and caution, according to the purposes of the Trust. Without limiting the generality of the foregoing, the Trustee is given the following discretionary powers in addition to any other powers conferred by law:

8.1 Type of Assets. Except as otherwise provided to the contrary, to hold funds uninvested for such periods as the Trustee deems prudent, and to invest in any assets the Trustee deems advisable even though they are not technically recognized or specifically listed in so-called "legal lists," without responsibility for depreciation or loss on account of those investments, or because those investments are non-productive, as long as the Trustee acts in good faith.

8.2 Original Assets. Except as otherwise provided to the contrary, to collect and retain the original assets they receive for as long as the Trustee deems best, and to dispose of those assets when the Trustee deems advisable, even though such assets, because of their character or lack of diversification, would otherwise be considered improper investments for the Trustee.

8.3 Tangible Personal Property. To receive and hold tangible personal property; to pay or refrain from paying storage and insurance charges for such property; and to permit the use of the property according to the Trust's purposes, without either the Trustee or anyone else incurring any liability for wear, tear, and obsolescence of the property.

8.4 Financial Accounts. To deposit trust money in one or more accounts in regulated financial service institutions, including but not limited to banks, savings institutions, and brokerage houses, and to draw checks, drafts, or other forms of withdrawal, including electronic transfers, from those accounts.

8.5 Specific Securities. To invest in assets, securities, or interests in securities of any nature, whether obtained in domestic or foreign markets, including (without limit) commodities, options, futures, precious metals, and currencies; to invest in mutual or investment funds, including funds for which the Trustee or any affiliate performs services for additional fees, whether as manager, custodian, transfer agent, investment advisor or otherwise, or in securities

distributed, underwritten, or issued by the Trustee, their affiliates, or syndicates of which they are a member.

8.6 Property Transactions. To buy, sell, pledge, exchange, or lease any real or personal property, publicly or privately, for cash or credit, without court approval and upon the terms and conditions that the Trustee deem advisable; to execute deeds, leases, contracts, bills of sale, notes, mortgages, security instruments, and other written instruments; to grant, acquire, or exercise options; to abandon or dispose of any real or personal property in the Trust which has little or no monetary or useful value; to improve, repair, insure, subdivide and vacate any property; to erect, alter or demolish buildings; to adjust boundaries; and to impose easements, including conservation easements, restrictions, and covenants as the Trustee see fit. An instrument described in this section will be valid and binding for its full term even if it extends beyond the full duration of the Trust.

8.7 Borrow Money. To borrow money from any source (including the Trustee in his or her nonfiduciary capacity), to guarantee indebtedness, and to secure the loan or guaranty by mortgage or other security interest.

8.8 Maintain Assets. To expend whatever funds they deem proper for the preservation, maintenance, or improvement of assets. The Trustee in the Trustee's discretion may elect any options or settlements or exercise any rights under all insurance policies that the Trustee holds. However, no fiduciary who is the insured of any insurance policy held in the Trust may exercise any rights or have any incidents of ownership with respect to the policy, including the power to change the beneficiary, to surrender or cancel the policy, to assign the policy, to revoke any assignment, to pledge the policy for a loan, or to obtain from the insurer a loan against the surrender value of the policy. All such power is to be exercised solely by the remaining Trustee, if any, or if none, by a special fiduciary appointed for that purpose by a court having jurisdiction.

8.9 Insurance. To obtain property, casualty, liability or any other insurance for the Trust, including insurance for the Trustee and his or her agents against damage or liability arising from administration of the Trust.

8.10 Advisors. To employ and compensate attorneys, accountants, advisors, financial consultants, managers, agents, and assistants (including any individual or entity who provides investment advisory or management services, or who furnishes professional assistance in making investments for the Trust) without liability for any act of those persons, if they are selected and retained with reasonable care in appropriate circumstances. The Trustee may serve in any of these capacities and be compensated separately for their services in each.

8.11 Nominee. Except as prohibited by law, to hold any assets in the name of a nominee without disclosing the fiduciary relationship; to hold the property unregistered, without affecting its liability; and to hold securities endorsed in blank, in street certificates, at a depository trust company, or in a book entry system.

8.12 Custodian. To employ a custodian or agent ("the Custodian") located anywhere within the United States, at the discretion of the Trustee but at the expense of the Trust, whether

or not such Custodian is an affiliate of the Trustee or any person rendering services to the Trust; to register securities in the name of the Custodian or a nominee thereof without designation of fiduciary capacity; and to appoint the Custodian to perform such other ministerial functions as the Trustee may direct. While such securities are in the custody of the Custodian, the Trustee will be under no obligation to inspect or verify such securities nor will the Trustee be responsible for any loss by the Custodian.

8.13 Administer Claims. To contest, compromise, arbitrate, or otherwise adjust claims in favor of or against the Trust, including paying those claims in full; to agree to any rescission or modification of any contract or agreement; and to refrain from instituting any suit or action unless indemnified for reasonable costs and expenses.

8.14 Form Entities. To form and organize a nonprofit corporation or similar entity limited to the uses and purposes provided for in this instrument, such entity to be organized under the laws of any state or under the laws of the United States as may be determined by the Trustee; such entity when organized to have power to administer and control the affairs and property and to carry out or more of the charitable purposes of this Trust. Upon the creation and organization of such entity, the Trustee is authorized and empowered to convey, transfer, and deliver to such entity, some or all the property and assets to which this trust may be or become entitled. The charter, bylaws, and other provisions for the organization and management of such entity and its affairs and property shall be such as the Trustee shall determine, consistent with the provisions of this paragraph and with the restrictions which are required for Exempt Organizations.

8.15 Corporate Rights. To vote and exercise any option, right, or privilege to purchase or to convert bonds, notes, stock (including shares or fractional shares of stock of any Corporate Trustee), securities, or other property; to borrow money for the purpose of exercising any such option, right, or privilege; to delegate those rights to an agent; to enter into voting trusts and other agreements or subscriptions; to participate in any type of liquidation or reorganization of any enterprise; and to write and sell covered call options, puts, calls, straddles, or other methods of buying or selling securities, as well as all related transactions.

8.16 Related Parties and Self-Dealing. To take such actions as may be necessary to enforce and ensure compliance with the conflict of interest policy which shall be in effect from time to time as approved by the Trust Service Board. The initial conflict of interest policy is attached as Exhibit "A."

8.17 Expenses. To pay all expenses of administration for the Trust Estate, including all taxes, assessments, compensation of the Trustee and their employees and agents, and reimbursements for expenses advanced (with interest as appropriate). The Trustee may determine how expenses of administration and receipts are to be apportioned between principal and income in accordance with either generally accepted accounting principles or tax accounting principles.

8.18 Allocations to Income and Principal. To treat premiums and discounts on bonds and other obligations for the payment of money in accordance with either generally accepted accounting principles or tax accounting principles and, except as otherwise provided to

the contrary, to hold nonproductive assets without allocating any principal to income, despite any laws or rules to the contrary. The Trustee in their discretion may exercise the power described in Section 738.104 of the Florida Statutes to adjust between principal and income, as appropriate.

8.19 Use of Income. Except as otherwise provided in this Trust, and in addition to all other available sources, to exercise their discretion in the use of income from the assets of the Trust to satisfy the liabilities described in this Trust.

8.20 Sever or Join Trusts. To sever any trust on a fractional basis into two or more separate trusts, and to segregate by allocation to a separate account or trust a specific amount from, a portion of, or a specific asset included in any trust. The Trustee may consolidate two or more trusts (including trusts created by different transferors) having substantially the same beneficial terms and conditions into a single trust. The Trustee may take into consideration differences in federal tax attributes and other pertinent factors in administering any separate account or trust, in making applicable tax elections, and in making distributions. A trust created by severance or consolidation will be treated as a separate trust for all purposes from the date on which the severance or consolidation is effective (which may be before the exercise of this power), and will be held on the same beneficial terms and conditions as those before the severance or consolidation. Income earned on a consolidated or severed amount, portion, or specific asset after the consolidation or severance is effective will pass with that amount, portion, or specific asset.

8.21 Consolidated Funds. Unless inconsistent with other provisions of this Trust, to hold two or more trusts or other funds in one or more consolidated funds, in which the separate trusts or funds have undivided interests, except that an accounting must be rendered to each trust showing its undivided interests in those funds. In no event, however, shall assets which have been dedicated to tax-exempt purposes as provided in this instrument be commingled with funds which have not been so dedicated.

8.22 Valuations. In making distributions or allocations under the terms of this Trust to be valued as of a particular date, to use asset valuations obtained for a date reasonably close to that particular date (such as a quarterly closing date before or after that date) if, in the Trustee's judgment, obtaining appraisals or other determinations of value on that date would result in unnecessary expense, and if in the Trustee's judgment, the fair market value as determined is substantially the same as on that actual date. This paragraph will not apply if valuation on a specific date is required to preserve a qualification for a tax benefit, including any deduction, credit, or most favorable allocation of an exemption.

8.23 Incorporation. To incorporate (whether in a limited liability company or other appropriate legal entity) any activity or venture, and to continue any unincorporated activity that the Trustee determines to be not advisable to incorporate, with or without a separate name or D.B.A. for the activity, that is approved by the Trust Service Board and in compliance with applicable law.

8.24 Delegation. To delegate periodically to a fellow Co-Trustee, if any, the authority to perform any act of administration of any trust.

8.25 Loans; Advances. To make loans to anyone under commercially reasonable terms.

8.26 Election of Benefits. To select a mode of payment under any employee benefit or retirement plan, annuity, or life insurance payable to the trustee, exercise rights under such plan, annuity, or insurance, including exercise of the right to indemnification for expenses and against liabilities, and take appropriate action to collect the proceeds.

8.27 Investment Manager. To employ any investment management service, financial institution, or similar organization to advise the Trustee and to handle all investments of the Trust and to render all accountings of funds held on its behalf under custodial, agency, or other agreements. If the Trustee is an individual, these costs may be paid as an expense of administration in addition to fees and commissions.

8.28 Depreciation. To deduct from all receipts attributable to depreciable property a reasonable allowance for depreciation, computed in accordance with tax accounting or generally accepted accounting principles consistently applied.

8.29 Disclaim Assets or Powers. To disclaim any assets otherwise passing or any fiduciary powers pertaining to any trust created hereunder, by execution of an instrument of disclaimer meeting the requirements of applicable law generally imposed upon individuals executing disclaimers. No notice to or consent of any interested person, or any court is required for any such disclaimer, and the Trustee are to be held harmless for any decision to make or not make such a disclaimer.

8.30 Additional Powers for Income-Producing Real Estate. In addition to the other powers set forth above or otherwise conferred by law, the Trustee have the following powers with respect to any income-producing real property which is or may become a part of the Trust Estate:

- To retain and operate the property for as long as they deem advisable;
- To control, direct, and manage the property, determining the manner and extent of their active participation in these operations, and to delegate all or any part of their supervisory power to other persons that they select;
- To hire and discharge employees, fix their compensation, and define their duties;
- To invest funds in other land holdings and to use those funds for all improvements, operations, or other similar purposes;
- Except as otherwise provided with respect to mandatory income distributions, to retain any amount of the net earnings for working capital and other purposes that they deem advisable in conformity with sound and efficient management; and

- To purchase and sell machinery, equipment, and supplies of all kinds as needed for the operation and maintenance of the land holdings.

8.31 Winding Up. On termination of a trust, to exercise the powers appropriate to wind up the administration of that trust and distribute the remaining assets according to the terms of this instrument and other law, and to retain a reasonable reserve for the payment of debts, expenses, and taxes.

ARTICLE 9 ENVIRONMENTAL PROVISIONS

The following rules govern administration of the Trust with respect to assets that could cause the Trustee to incur liability for environmental contamination or hazardous wastes.

9.1 Vesting of Title. Title to the following types of assets will not vest in any Trustee (including a successor Trustee when it begins to serve) until the Trustee executes a written instrument accepting title to those assets:

- Real property or any interest of any nature in real property (including mortgages secured by real property), and
- Any interest in a partnership, limited liability company, or closely held corporation which owns real property or an interest in real property and in which the Trustee would have the ability to vote or otherwise participate in the management and control of the entity's operations.

If the Trustee refuses to accept title to an asset that has never been part of this Trust, title to that asset will revert to the transferor or pass to such other persons (other than the Trustee) as may be provided by applicable law. If a successor Trustee refuses to accept title to such an asset accepted by the prior Trustee, the prior Trustee (or their Personal Representatives) will continue to hold title to and administer that asset until it is distributed, sold, or otherwise disposed of, or until other relief is granted by a court having jurisdiction over the Trust. Until they accept title to such an asset, the Trustee will have no fiduciary duty with respect to that asset.

9.2 Audits. The Trustee may require environmental audits acceptable to them to be made at any time at the expense of the Trust.

9.3 Liability. The Trustee will not be liable to any interested party for any claims against or losses incurred by the Trust because of compliance with laws regulating environmental contamination or hazardous wastes, including reporting or abating contamination, cleaning up property, incurring expenses in connection with administrative or judicial proceedings, and establishing reserves for such payments, even if amounts expended exceed the value of the property. The Trustee may require indemnities or other arrangements satisfactory to the Trustee that will protect and hold them harmless from liability that might be incurred for environmental contamination or hazardous substances.

9.4 Other Laws. These provisions are in addition to other remedial powers and rights given to fiduciaries under applicable law.

ARTICLE 10 PERPETUITIES PROVISION

Despite any contrary provisions of this Trust, this Trust will terminate and all remaining assets be vested in and distributed to one or more tax-exempt organizations as provided in this instrument immediately prior to the expiration of the longest fixed period allowed by the Florida Rule Against Perpetuities after the creation of this Trust.

ARTICLE 11 TRUSTEE DISCRETION

Absent clear and convincing evidence of bad faith, unless otherwise expressly required in this instrument or in other applicable law, the Trustee shall not be liable for decisions that are within the Trustee's discretion under this instrument.

ARTICLE 12 APPLICABLE LAW; TRUST SITUS

All questions regarding the law to be applied or the appropriate situs of any trust will be governed by the terms of this article as follows:

12.1 Validity; Construction. All matters involving the validity, interpretation, construction, and meaning (or effect) of the Trust created under this instrument are to be governed by Florida law.

12.2 Principal Place of Administration. All matters involving the administration of the Trust created under this instrument are to be governed by Florida law, which is the initial principal place of administration (the "situs") of the Trust. The Trustee may change the principal place of administration of any trust as provided below, but only with the approval of the Trust Service Board.

12.3 Determining Situs. The Trustee will not have a continuing duty to administer the Trust in any other situs than Florida. The Trustee need not consider the factors specified in Section 736.0108 of the Florida Statutes and the impact of a change to a different situs on the following: the purposes of the Trust; state and local taxes; compensation of fiduciaries; investment authority; duties, responsibilities, and liabilities of the Trustee; and any other factor appropriate to a new jurisdiction.

12.4 Transferring Situs. The Trustee, acting from time to time and without court approval, may transfer the situs of the Trust to any jurisdiction either within or outside the United States, subject to the notice requirements contained in Section 736.0108(6) of the Florida Statutes, and subject to approval by the Trust Service Board.

12.5 Substitute Trustee. If the Trustee is unable or unwilling to serve in the new trust situs, the Trustee shall so notify the Trust Service Board who may: designate a substitute Trustee to act with respect to that property in the new situs; delegate to the substitute Trustee any or all of the powers given to the Trustee; and/or remove any acting substitute Trustee and appoint another, at will.

ARTICLE 13 MISCELLANEOUS PROVISIONS

13.1 Definitions. As used in this Trust, the following terms have the meanings set forth below:

(a) Fiduciaries.

(1) **Corporate Trustee** means a trustee that is a bank, trust company, or other entity authorized to serve as a trustee under the laws of the United States or any state thereof, and which has at least Five Hundred Million Dollars (\$500,000,000) of assets under trust management (which may include assets managed by affiliated or subsidiary banks or trust companies). A bank or trust company that does not meet these requirements cannot serve as Trustee.

(b) Internal Revenue Code Terms.

(1) **Internal Revenue Code** means the federal Internal Revenue Code of 1986, as amended from time to time, or successor provisions of future federal internal revenue laws.

(2) **Related Person** as to a particular individual is someone who is deemed to be "related or subordinate" to that individual under Section 672(c) of the Internal Revenue Code (as though that individual was a grantor).

(3) **Exempt Organization** means an organization, the contributions to which are deductible under Sections 170, 2055 and 2522 of the Internal Revenue Code.

(c) Other Terms.

(1) **Disabled or under a disability** means (i) being under the legal age of majority, (ii) having been adjudicated to be incapacitated, or (iii) being unable to manage properly personal or financial affairs because of a mental or physical impairment (whether temporary or permanent in nature). A written certificate executed by an individual's attending physician confirming that person's impairment will be sufficient evidence of disability under item (iii) above, and all persons may rely conclusively on such a certificate.

(2) The words **will** and **shall** are used interchangeably in this Trust and mean, unless the context clearly indicates otherwise, that the Trustee must take the action indicated; as used in this Trust, the word **may** means that the Trustee have the discretionary authority to take the action but are not automatically required to do so.

13.2 Notices & Electronic signatures. Any person entitled or required to give notice or written approval under this Trust shall exercise that power by a written instrument clearly setting forth the effective date of the action for which notice is being given. Unless otherwise required by law, any written notice, signature or other instrument may be electronic (email or text or otherwise) and may be executed in counterparts.

13.3 Certifications.

(a) **Facts.** A certificate signed and acknowledged by the Trustee stating any fact affecting the Trust Estate or the trust agreement will be conclusive evidence of such fact in favor of any transfer agent and any other person dealing in good faith with the Trustee. Knowledge of all other facts will be determined as provided in Section 736.0104 of the Florida Statutes.

(b) **Copy.** Any person may rely on a copy of this instrument (in whole or in part) certified to be a true copy by any person specifically named as a Trustee (or successor Trustee); by any Corporate Trustee whether or not specifically named; or, if there are none of the above, by any then serving Trustee.

13.4 Dispute Resolution. If there is a dispute or controversy of any nature involving the disposition or administration of this Trust, the parties in dispute shall submit the matter to mediation, preferably Christian, or some other method of alternative dispute resolution selected by them. If a party refuses to submit the matter to alternative dispute resolution, or if a party refuses to participate in good faith, the court having jurisdiction over the Trust is authorized to award costs and attorney's fees from that party (including amounts payable to that party as compensation for service as fiduciary) as in chancery actions.

13.5 Gender and Number. Reference in this Trust to any gender includes either masculine or feminine, as appropriate, and reference to any number includes both singular and plural where the context permits or requires.

13.6 Headings. Use of descriptive titles for articles and paragraphs is for the purpose of convenience only and is not intended to restrict the application of those provisions.

13.7 Acknowledgments. Acknowledgments of this trust agreement and matters affecting the administration of the Trust may be given for purposes of recording such instruments, but the absence of an acknowledgment does not affect the validity of those instruments.

The undersigned parties, by signing this instrument, affirm that persons named above as the Trust Service Board are the only members of the Trust Service Board, and hereby approve the replacement of the prior Trust Agreement with this First Restated Recovery Church Trust Agreement. This Restatement may be executed in counterparts and is effective on the first date executed by a majority of the Trust Service Board and the Trustee.

X Mitchell Thompson
Mitchell Thompson, as member of
Trust Service Board, and as Co-Trustee

Date: 9/13/2023

WITNESSED BY:

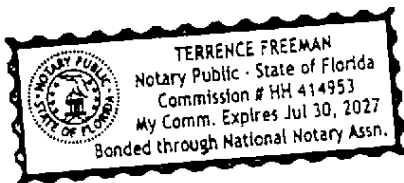
X [Signature]
Print: T. Freeman II

X [Signature]
Print: Bridget Ann Hansen

STATE OF FLORIDA
COUNTY OF PALM BEACH

Acknowledged by Mitchell Thompson who appeared before me by means of physical presence
on this September 13, 2023, and is personally known to me

X [Signature]
Notary Public – State of Florida



X [Signature]
Philip Dvorak, as member of
Trust Service Board, and as Co-Trustee

Date: Nov. 2, 2023

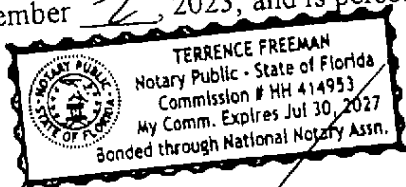
WITNESSED BY:

X [Signature]
Print: Bridget Mon Henken

X [Signature]
Print: T. Freeman #

STATE OF FLORIDA
COUNTY OF PALM BEACH

Acknowledged by Philip Dvorak who appeared before me by means of physical presence on this
November 2, 2023, and is personally known to me.



X [Signature]
Notary Public - State of Florida

Date: Nov. 2, 2023

X [Signature]
Michael Eleveld, as member of
Trust Service Board

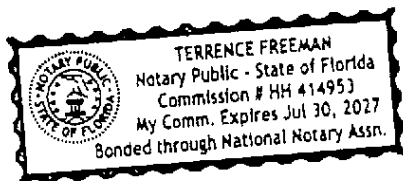
WITNESSED BY:

X [Signature]
Print: T. Freeman

X [Signature]
Print: Bridget Mon Henken

STATE OF FLORIDA
COUNTY OF PALM BEACH

Acknowledged by Michael Eleveld who appeared before me by means of physical presence on
this November 2, 2023, and is personally known to me.



X [Signature]
Notary Public - State of Florida

2023
11 6 37

X *Jennifer Reelitz*
Jennifer Reelitz, as member of
Trust Service Board

Date: 11/2/2023

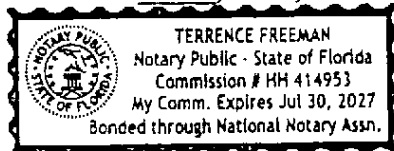
WITNESSED BY:

X *Bridget Mann Harrison*
Print: Bridget Mann Harrison

X *T. Freeman*
Print: T. Freeman

STATE OF FLORIDA
COUNTY OF PALM BEACH

Acknowledged by Jennifer Reelitz who appeared before me by means of physical presence on
this November 2, 2023, and is personally known to me.



X *T. Freeman*
Notary Public – State of Florida

X *Matthew Hirsch*
Matthew Hirsch, as member of
Trust Service Board

Date: Nov 16 2023

WITNESSED BY:

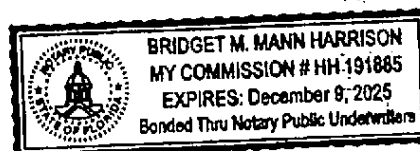
X *Conan R. Si Pierre*
Print: Conan R. Si Pierre

X *Christina Cashion*
Print: Christina Cashion

STATE OF FLORIDA
COUNTY OF PALM BEACH

Acknowledged by Matthew Hirsch who appeared before me by means of physical presence on
this November 16, 2023, and is personally known to me.

X *T. Freeman*
Notary Public – State of Florida



RECOVERY CHURCH MOVEMENT TRUST CONFLICT OF INTEREST POLICY & ANNUAL STATEMENT

*For Trustees and Trust Service Board Members and
Members of a Committee with Trustee Delegated Powers*

1) PURPOSE.

- a) The purpose of this conflict of interest policy is to protect RECOVERY CHURCH MOVEMENT TRUST's interests when it is contemplating entering into a transaction or arrangement that might benefit the private interests of a Trustee or Trust Service Board member of RECOVERY CHURCH MOVEMENT TRUST or might result in a possible excess benefit transaction.
- b) This policy is intended to supplement, but not replace, any applicable state and federal laws governing conflicts of interest applicable to nonprofit and charitable organizations.
- c) This policy is also intended to identify "independent" trustees and leadership team members.

2) DEFINITIONS

- a) *Interested person* -- Any trustee, leadership team member, or member of a committee with governing trustee-delegated powers, who has a direct or indirect financial interest, as defined below, is an interested person.
- b) *Financial interest* -- A person has a financial interest if the person has, directly or indirectly, through business, investment, or family: (i) An ownership or investment interest in any entity with which RECOVERY CHURCH MOVEMENT TRUST has a transaction or arrangement, or (ii) A compensation arrangement with RECOVERY CHURCH MOVEMENT TRUST or with any entity or individual with which RECOVERY CHURCH MOVEMENT TRUST has a transaction or arrangement, or A potential ownership or investment interest in, or compensation arrangement with, any entity or individual with which RECOVERY CHURCH MOVEMENT TRUST is negotiating a transaction or arrangement. A financial interest is not necessarily a conflict of interest. A person who has a financial interest may have a conflict of interest only if the Trustee or Trust Service Board decides that a conflict of interest exists, in accordance with this policy.
- c) *Compensation* includes direct and indirect remuneration as well as gifts or favors that are not insubstantial.
- d) *Independent Trustee or Trust Service Board Member*-- A Trustee or Trust Service Board member shall be considered "independent" for the purposes of this policy if he or she is "independent" as defined in the instructions for the IRS 990 form or, until such definition is available, the trustee:
 - i) is not, and has not been for a period of at least three years, an employee of RECOVERY CHURCH MOVEMENT TRUST or any entity in which RECOVERY CHURCH MOVEMENT TRUST has a financial interest;
 - ii) does not directly or indirectly have a significant business relationship with RECOVERY CHURCH MOVEMENT TRUST, which might affect independence in decision-making;
 - iii) is not employed as an executive of another corporation where any of RECOVERY CHURCH MOVEMENT TRUST's trustees or Trust Service Board members serve on that corporation's compensation committee; and
 - iv) does not have an immediate family member who is a trustee or Trust Service Board member of RECOVERY CHURCH MOVEMENT TRUST or who holds a position that has a significant financial relationship with RECOVERY CHURCH MOVEMENT TRUST.

3) PROCEDURES

- a) Duty to Disclose -- In connection with any actual or possible conflict of interest, an interested person must disclose the existence of the financial interest and be given the opportunity to disclose all material facts to the Trustee or Trust Service Board.
 - b) Recusal of Self -- Any trustee or Trust Service Board member may recuse himself or herself at any time from involvement in any decision or discussion in which he or she believes that he or she has or may have a conflict of interest, without going through the process for determining whether a conflict of interest exists.
 - c) Determining Whether a Conflict of Interest Exists -- After disclosure of the financial interest and all material facts, and after any discussion with the interested person, he/she shall leave the meeting while the determination of a conflict of interest is discussed and voted upon by the Trust Service Board. The remaining Trust Service Board members shall decide if a conflict of interest exists.
 - d) Procedures for Addressing the Conflict of Interest
 - i) An interested person may make a presentation at the Trust Service Board meeting, but after the presentation, he/she shall leave the meeting during the discussion of, and the vote on, the transaction or arrangement involving the possible conflict of interest.
 - ii) The Trustee or Trust Service Board shall, if appropriate, appoint a disinterested person or committee to investigate alternatives to the proposed transaction or arrangement.
 - iii) After exercising due diligence, the Trust Service Board shall determine whether RECOVERY CHURCH MOVEMENT TRUST can obtain with reasonable efforts a more advantageous transaction or arrangement from a person or entity that would not give rise to a conflict of interest.
 - iv) If a more advantageous transaction or arrangement is not reasonably possible under circumstances not producing a conflict of interest, the Trust Service Board shall determine by a majority vote of the disinterested members whether the transaction or arrangement is in RECOVERY CHURCH MOVEMENT TRUST's best interest, for its own benefit, and whether it is fair and reasonable. In conformity with the above determination, it shall make its decision as to whether to enter into the transaction or arrangement.
 - e) Violations of the Conflicts of Interest Policy
 - i) If the Trustee or the Trust Service Board has reasonable cause to believe a team member or trustee has failed to disclose actual or possible conflicts of interest, it shall inform the party of the basis for such belief and afford the party an opportunity to explain the alleged failure to disclose.
 - ii) If, after hearing the party's response and after making further investigation as warranted by the circumstances, the Trust Service Board determines the member has failed to disclose an actual or possible conflict of interest, it shall take appropriate disciplinary and corrective action.
- 4) RECORDS OF PROCEEDINGS. The records of the meetings of the Trust Service Board pursuant to this policy and of any group with trustee delegated powers shall contain:
- a) The names of the persons who disclosed or otherwise were found to have a financial interest in connection with an actual or possible conflict of interest, the nature of the financial interest, any action taken to determine whether a conflict of interest was present, and the decision as to whether a conflict of interest in fact existed.

- b) The names of the persons who were present for discussions and votes relating to the transaction or arrangement, the content of the discussion, including any alternatives to the proposed transaction or arrangement, and a record of any votes taken in connection with the proceedings.

5) COMPENSATION

- a) A trustee or voting member of the Trust Service Board who receives compensation, directly or indirectly, from RECOVERY CHURCH MOVEMENT TRUST for services is precluded from voting on matters pertaining to that party's compensation.
- b) A voting member of any committee or group whose jurisdiction includes compensation matters and who receives compensation, directly or indirectly, from RECOVERY CHURCH MOVEMENT TRUST for services is precluded from voting on matters pertaining to that member's compensation.
- c) No trustee or voting member of the Trust Service Board or any committee whose jurisdiction includes compensation matters and who receives compensation, directly or indirectly, from RECOVERY CHURCH MOVEMENT TRUST, either individually or collectively, is prohibited from providing information to any committee or similar group regarding compensation.

6) ANNUAL STATEMENTS

- a) Each trustee, Trust Service Board member, and member of a committee or group with trustee delegated powers shall annually sign a statement which affirms such person:
 - i) Has received a copy of the conflict of interest policy,
 - ii) Has read and understands the policy,
 - iii) Has agreed to comply with the policy, and
 - iv) Understands RECOVERY CHURCH MOVEMENT TRUST is charitable and in order to maintain its federal tax exemption it must engage primarily in activities which accomplish one or more of its tax-exempt purposes.
- b) Each voting member of the Trust Service Board shall annually sign a statement which declares whether such person is an independent member of the Trust Service Board.
- c) If at any time during the year, the information in the annual statement changes materially, the party shall disclose such changes and revise the annual disclosure form.
- d) The Trustee and the Trust Service Board shall regularly and consistently monitor and enforce compliance with this policy by reviewing annual statements and taking such other actions as are necessary for effective oversight.

7) PERIODIC REVIEWS

- a) To ensure RECOVERY CHURCH MOVEMENT TRUST operates in a manner consistent with charitable purposes and does not engage in activities that could jeopardize its tax-exempt status, periodic reviews shall be conducted. The periodic reviews shall, at a minimum, include the following subjects:
 - i) Whether compensation arrangements and benefits are reasonable, based on competent survey information (if reasonably available), and the result of arm's length bargaining.
 - ii) Whether partnerships, joint ventures, and arrangements with management organizations, if any, conform to RECOVERY CHURCH MOVEMENT TRUST's written policies, are properly recorded, reflect reasonable investment or payments for goods and services, further charitable purposes and do not result in inurement or impermissible private benefit or in an excess benefit transaction.

8) USE OF OUTSIDE EXPERTS

- a) When conducting the periodic reviews as provided for in Article VII, RECOVERY CHURCH MOVEMENT TRUST may, but need not, use outside advisors. If outside experts are used, their use shall not relieve the Trustee of its responsibility for ensuring periodic reviews are conducted.

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