

CONGREGATIONAL CUSTODIAL AGREEMENT

This is an agreement between _____,
a member congregation of the Lutheran Church—Missouri Synod, whose address is:

_____(the “Congregation”)
and The Lutheran Church—Missouri Synod Foundation, a Missouri not-for-profit corporation, whose address is 1333 South Kirkwood Road, St. Louis, Missouri (the “Foundation”).

The Congregation has created a fund called _____ (the “Fund”),
and the Congregation desires that the Foundation manage the assets of the Fund and the Foundation is willing to manage the assets of the Fund.

The Congregation and the Foundation agree as follows:

1. **Custodial Account.** The assets of the Fund which are transferred by the Congregation for management under this Agreement (the “Custodial Account”) shall be managed by the Foundation in accordance with the terms of this Agreement. The Custodial Account is an asset of the Congregation and control of the account remains with the Congregation. It is not a trust. The Congregation warrants that none of the assets transferred by the Congregation to the Foundation are held for retirement plans.
2. **Contact Person.** The Congregation shall designate a Contact Person. The Congregation gives the Contact Person the authority to act on behalf of the Congregation with respect to the Fund.
3. **Investment.** The Foundation shall accept from the Congregation cash or publicly traded securities (which shall be immediately liquidated unless otherwise directed). The Congregation shall provide written directions to the Foundation as to how the funds shall be invested. The Congregation may choose from the investment options offered by the Foundation at the time of receipt of funds. Until written directions are received from the Congregation as to investment options, the Foundation shall invest the funds it receives in its “Money Market” fund. The Congregation acknowledges receipt of the Foundation’s Investment Overview that describes the material terms of operation of the investments offered by the Foundation. The Congregation also acknowledges receipt of the Foundation’s most recent “Ministry Report”.
4. **Additions.** The Congregation may transfer additional assets (with prior approval by the Foundation) to the Custodial Account at any time.
5. **Distributions.** The Foundation shall make distributions from the Fund in accordance with the written directions of the Congregation and the then current policies of the Foundation.
6. **Statements.** The Foundation shall provide account statements in accordance with the written directions of the Congregation and then current policies of the Foundation.

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7. Fees. The Foundation shall be entitled to reimbursement of its expenses and compensation for its services according to its "Schedule of Reimbursement of Expenses", as amended.
8. Bond. The Foundation shall not be required to obtain a bond.
9. Liability. The Foundation shall not be liable for any loss unless caused by its bad faith and/or gross negligence.
10. Assignment. The Congregation is prohibited from assigning, encumbering or otherwise transferring its interest in the investment pools, common funds or any other investment option made by the Foundation under the terms of this Agreement. This paragraph shall not affect the Congregation's right to distributions under Paragraph 5.
11. LCMS. In the event the Congregation, or any successor, ceases to be a member Congregation of The Lutheran Church—Missouri Synod (the "LCMS"), or in the event the Congregation should lose its status as an entity described in Section 501(c)(3) of the Internal Revenue Code of 1986, then the Fund shall be terminated and the principal assets together with all accrued income shall be returned to the Congregation.
12. Termination. In the event the principal value of the Fund falls below \$5,000 or the Foundation determines that the cost of administering the Fund is unduly burdensome, the Foundation may terminate the Agreement and return the principal assets together with all accrued income to the Congregation.

The parties have signed two originals of this Congregational Custodial Agreement on the _____ day of _____, 202____.

[Congregation Name]

President/Chairman of the Organization
The Lutheran Church—Missouri Synod Foundation

Tina Clasquin, Senior Vice President