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**AoA Deposit and Loan Fund
TERMS & CONDITIONS
Modified July 22, 2025**

Distributed to all Participants via the Communique on July 28, 2025

The AoA Deposit and Loan Fund (the "Trust") was established pursuant to a Trust Agreement, dated June 30, 2016 ("Trust Agreement"), and the Trust has established a wholly-owned subsidiary the AoA Deposit and Loan Fund, L.L.C ("Fund") to facilitate the deposit of excess funds of eligible Participants and to provide loans of those funds to eligible Participants

1. Name of Fund: The name of this fund shall be the AoA Deposit and Loan Fund, L.L.C.
2. Purpose: The Fund is created and shall be operated exclusively for the benefit of the parishes, institutions and entities of the Archdiocese of Atlanta which are qualified as federally tax exempt entities by virtue of Section 501(c)(3) of the Internal Revenue Code of 1986 as amended or corresponding provision of any applicable future United States Internal Revenue law (hereinafter referred to as the "Code"). Moneys received by this Fund are restricted for the purposes contained herein. No part of the net earnings of this Fund shall inure or be payable to or for the benefit of any private individual. This Fund shall not conduct or carry on any activities not permitted to be conducted or carried on by any organization which is tax exempt or by an organization to which donations are deductible from taxable income to the extent allowed by the Code.
3. Fund Assets: The Fund may receive and accept moneys from any corporations, associations or entities affiliated with the Archdiocese of Atlanta, approved by the Archbishop, as such are defined in the Trust Agreement (the "Participants") in accordance with and pursuant to provisions of the Trust Agreement and the Fund. Moneys received and accepted by this Fund shall be held by the Fund for investment for the Participant. Deposits shall, in effect, remain the property of the Participant. Deposits to the fund are guaranteed as to both principal and interest by the Archdiocese of Atlanta. A **Deposit Account Agreement** shall be executed at the time a new depository account with the Fund is established. Subsequent deposits or requests for withdrawals from a depository account shall be made in writing using a form approved by the Fund.
4. Use of funds: Deposits received from eligible Participants shall be held and invested for the benefit of the Participant. Moneys are invested under the guidelines of the Archdiocese of Atlanta's Investment Policy Statement. At the discretion of the Fund, moneys held by the Fund may be temporarily used for the benefit of other eligible Participants in the form of loans. All such loans to eligible Participants shall be provided by an agreement showing the principal amount loaned, interest rate, date of the loan, repayment terms and the name of the borrower.

5. Interest on Deposits: Interest will be paid monthly. The interest rate to be paid on deposits shall be determined by the Fund and is subject to change at the discretion of the Fund.
6. Loans: Eligible Participants of the Fund may request a loan to assist it in meeting cash flow needs for operations, site/building repair or renovation, capital purchases or capital construction. A loan request must be made in writing using the loan application authorized by the Fund. Upon approval of the loan by the Fund, moneys shall be made available to the borrower upon execution of a Loan Agreement by the borrower and the Fund. The interest rate to be charged to borrowers shall be determined at the discretion of the Fund. The interest rate is subject to change during the loan term at the discretion of the Fund.
7. Loan Default: To protect its interests, the Fund may use some or all of the Fund's net assets to establish a Reserve for Uncollectible Accounts.
8. Reporting: The Fund shall distribute statement of accounts to all Participants monthly.
9. Forms of Payment: Moneys transferred into or out of the Fund may be performed by check or electronically, at the direction of the Participant.
10. Amendment: These Terms and Conditions may be amended or modified from time to time by the Fund whenever necessary or advisable for the more convenient or efficient administration of this Fund. No such amendment shall alter the intention of the Archdiocese, the Trust and the Fund that this Fund be operated exclusively for religious purposes. Every amendment or modification of these Terms and Conditions shall be made in writing and shall be distributed to all participants in the Fund.

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DEPOSIT ACCOUNT AGREEMENT

You, the Participant, and the AoA Deposit and Loan Fund, L.L.C. (the "Fund") agree to the terms and conditions of this agreement which are hereby incorporated by reference herein, as evidenced by you making a deposit into, or receiving a loan from, the Fund. All transactions relating to the Fund are subject to the terms and conditions established by the Fund. The pronouns "you" and "your" shall mean the entity in whose name the account is carried. The pronouns "we" and "us" shall mean the Fund.

We may change this Deposit Account Agreement or any other agreements or change the terms and conditions of our deposit accounts at any time. You will be notified when a change to any agreement governing this account is made. Changes in the interest rate or method of computation may be made at any time without delayed effect or notice to you. Your continued use of your account constitutes your agreement to any such changes.

In receiving moneys for deposit we act only as fund custodian and assume no responsibility beyond the exercise of ordinary care. Moneys will only be accepted by a check or an electronic funds transfer directly from the Participant.

A statement of your account will be prepared monthly. Statements will be emailed to your last email address on file with us. You should examine the statement of your account as soon as it is available to you. If you believe that there is an error on your statement you should contact the D&L Manager. We intend to let you withdraw your money from your account upon demand upon filing a properly executed withdrawal form with the Fund. Moneys for withdrawal shall be distributed via electronically transfer funds to one of your bank accounts.

All transactions must be in U.S. dollars.

By execution of this agreement you acknowledge that you are informed that moneys deposited into the Fund are commingled with funds of other archdiocesan entities for investment purposes. The investment of the funds will be managed as per the AoA Deposit and Loan Fund Terms and Conditions.

Also, by execution of this agreement you acknowledge that you are informed that commingled moneys in the Fund may be loaned to eligible Participants at their request and with the approval of the Archbishop or his designee.

Moneys deposited shall remain your property.