

**PLAN OF DISTRIBUTION  
OF  
MARS HILL FOUNDATION FOR PLANTING CHURCHES**

THIS PLAN OF DISTRIBUTION (the “**Plan**”) is made and entered into effective as of the \_\_ day of \_\_\_\_, 2016, by MARS HILL FOUNDATION FOR PLANTING CHURCHES, a Washington nonprofit Foundation (the “**Foundation**”), in accordance with the Washington Nonprofit Foundation Act (the “**Act**”).

**RECITALS**

**A.** The Foundation is a nonprofit Foundation duly organized and existing under the laws of the State of Washington.

**B.** The Foundation has no members.

**C.** The Board of Directors of the Foundation (the “**Board**”) has approved, authorized, and consented to the voluntary dissolution (the “**Dissolution**”) of the Foundation in accordance with the Act and upon the terms and conditions hereinafter set forth and have approved this Plan of Distribution.

NOW, THEREFORE, in consideration of the covenants and conditions contained herein, the parties hereto agree as follows:

**AGREEMENT**

**1. Plan of Distribution.** The Board hereby approves, authorizes, and consents to the voluntary dissolution of the Foundation, such dissolution to be effected in a reasonably expeditious manner but in no event later than June 30, 2016, and in accordance with the Plan set forth in this Agreement. The Plan shall become effective upon formal adoption by the affirmative vote of the Board and the approval of the Plan by the Attorney General of the state of Washington.

**2. Conduct of Business.** After the date of this Agreement, the Foundation shall not perform business activities other than those required for the winding up of its affairs as set forth herein, preserving the value of its assets, and distributing its assets in accordance with this Plan.

**3. Distribution of Assets.** The Foundation is a trust whose sole beneficiary is the Mars Hill Church, which itself is undergoing dissolution and which has been holding the sum of \$154,732 for the Foundation. The Foundation hereby resolves that after payment of the Foundation’s debts and liabilities (of which the Foundation has none), Kerry Dodd or Caleb Walters who are the authorized officers under the Mars Hill Church’s Plan of Distribution shall cause the distribution all of the assets of the Foundation as follows: (a) *first*, any assets held by the Foundation upon condition requiring return, transfer, or conveyance, which condition occurs by reason of the dissolution, shall be returned, transferred, or conveyed in accordance with such requirements; and (b) *second*, any remaining assets of the Foundation shall be transferred or

conveyed in trust in equal amounts to Vision Nationals in India, <http://visionnationals.org/>, and to the New Covenant Foundation in Ethiopia, <http://newcovenantfoundation.org/>, both of which provide ministry services and have a similar lawful purpose as the Foundation.

**5. Articles of Dissolution.** The Authorized Officer and the Board shall cause to be executed Articles of Dissolution of the Foundation in accordance with RCW 24.03.240 of the Act.

**6. Consummation of Plan.** The Authorized Officer and the Board of the Foundation shall execute and consummate the Plan and shall have the power and authority to adopt all resolutions, execute all documents, file all papers, and take any and all actions they deem necessary or desirable to complete this Plan and the dissolution of the Foundation, including without limitation, delivering notice of the proposed dissolution to each known creditor of the Foundation, preparing and filing the final information return of the Foundation with the Internal Revenue Service of the United States, preparing and filing any documents required to be filed with the Department of Revenue of the state of Washington, and preparing and filing all other tax returns, certificates, documents, and information required to be filed by reason of the complete dissolution of the Foundation.

**7. Governing Law.** This Agreement shall in all respects be construed, interpreted, and enforced in accordance with the laws of the state of Washington.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first written above.

MARS HILL FOUNDATION FOR  
PLANTING CHURCHES, a Washington  
nonprofit Foundation

By: \_\_\_\_\_  
Kerry Dodd, President